CENTERVILLE CITY

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

Incorporated in 1915

Mayor

Paul A. Cutler

City Council

Ken S. Averett

Tamilyn Fillmore

John T. Higginson

Stephanie Ivie

Lawrence Wright

City Manager

Steve H. Thacker

interoffice MEMORANDUM

[redacted]

to: Mayor Cutler
City Council

cc: Department Heads
Planning Commission

from: Steve H. Thacker, City Manager S. Thacker

subject: City Manager's Summary of October 21, 2014 Council Meeting

date: October 17, 2014

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

E.2. **Summary Action Calendar**

a. **Resolution No. 2014-26** – The Utah chapter of the American Public Works Association is encouraging all Utah cities and counties to approve a Mutual Aid Agreement relating to the assistance provided by these entities to each other during emergencies or disasters. This Agreement compliments the Mutual Aid arrangement already provided for in State law.

b. **Resolution No. 2014-27** – State law requires each city appoint someone as its "Federalism Designee" to receive training every two years on this topic. I recommend the City Attorney be the City's designee, although the law accommodates the appointment of more than one if the Council desires.

c. **Resolution No. 2014-28** – The recent burial of an infant in a space already occupied by the child's great-grandparent raised an issue about the interment fee that should be paid in these cases. In response to this situation, Mayor Cutler has requested an amendment to the City's Fee Schedule pertaining to interment fees. Staff support the proposed amendment, which would apply the resident interment fee in these cases—even if the infant to be buried is not a resident under the definition in the Fee Schedule.

E.3. **Active Shooter Training** – Assistant Police Chief Paul Child will provide this training. It will be an abbreviated version of training already given to City employees. The City's Emergency Management leadership group—consisting of Councilman Averett, the City Manager, Assistant Police Chief and Parks & Recreation Director—agreed this training would be useful for City employees and officials. The Planning Commission members will be invited to attend. (This may be more interesting for the Boy Scouts than what they normally hear at the beginning of Council meetings!)

E.4. **Police Chief's request for additional police officer** – Chief Neal Worsley will provide information and analysis which he believes justifies the hiring of another police officer. The funding for this position was included in the FY 2015 Adopted Budget, subject to the specific review and authorization of the City Council. Chief Worsley is asking for permission to proceed with the hiring process.

MAKING Life BETTER
Centerville City

E.5. **RAP Tax renewal discussion** – The current RAP Tax voter authorization expires in April 2016. Therefore, if the City Council wishes to renew this tax without interruption, it must be approved by the voters again in November 2015. Mayor Cutler wants to initiate the discussion about extending this tax and how it would be used. The discussion in this meeting should focus on understanding the process and timeline for voter approval and the process for determining what the proposed uses would be.

E.6. **Financial Report** – Blaine Lutz prepared the enclosed report for the three-month period ending September 30, 2014 (i.e. the First Quarter of FY 2015). He will not be at the meeting, so the City Manager will note highlights and answer questions in his absence.

E.7. **Mayor's Report** – Mayor Cutler may report on one or more matters.

E.8. **City Manager's Report** – I have asked City Attorney Lisa Romney to report on her involvement in State legislative matters.

E.9. **Miscellaneous Business** – No specific matters have been identified under this heading.

E.10. **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.11. **Appointments to City Boards/Committees** – Mayor Cutler may recommend appointments to City boards/committees.

Potential Agenda Items for November 5 (Wednesday due to elections on the 4th) City Council meetings (subject to change):

- Joint work session with Farmington Officials re UTA SLC-Davis County Connector Study
- Drainage Culvert under I-15 at Lund Lane
- City Council Liaison report re Wasatch Integrated Waste Management District – Councilman Higginson
- RDA meeting: Briefing & discussion about Pages Lane corridor redevelopment potential
- Mayor's Report: Performance metrics; UTOPIA OpEx

mlm

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, OCTOBER 21, 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://centerville.novusagenda.com/agendapublic/.**

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

7:00 **A. ROLL CALL**
(See City Manager's Memo for summary of meeting business)

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT
Councilman Ken Averett

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

E. BUSINESS

7:10 1. **MINUTES REVIEW AND ACCEPTANCE**
September 9, 2014 work session; October 7, 2014 work session and regular City Council meeting

7:10 2. **SUMMARY ACTION CALENDAR**

(OVER)

a. Consider Resolution No. 2014-26 approving a Mutual Aid Agreement for Utah Public Works Emergency Management
b. Consider Resolution No. 2014-27 appointing City's Federalism Designee
c. Consider Resolution No. 2014-28 amending the City Fee Schedule re: cemetery interment fees for infant or cremated remains

7:15 3. Active Shooter Training

7:35 4. Police Chief's request for additional Police Officer

8:15 5. Discussion re: RAP Tax renewal
a. Process and timeline
b. Potential uses of revenue

8:45 6. Financial Report for 3-month period ending September 30

8:55 7. Mayor's Report

9:05 8. City Manager's Report
a. City Attorney's participation in State legislative matters

9:10 9. Miscellaneous Business

9:15 10. 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 11. Possible action following closed meeting, including appointments to boards and committees

F. ADJOURNMENT

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

Marsha L. Morrow, MMC
Centerville City Recorder

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E. BUSINESS

7:10 1. Minutes Review and Acceptance

September 9, 2014 work session; October 7, 2014 work session and regular meeting minutes

7:10 2. Summary Action Calendar

a. Consider Resolution No. 2014-26 approving Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management
b. Consider Resolution No. 2014-27 appointing City's Federalism Designee
c. Consider Resolution No. 2014-28 amending the Centerville City Fee Schedule

regarding cemetery interment fees for infant and cremated remains

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a. Process and funding
b. Potential uses of revenue

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

CENTERVILLE

Staff Backup Report
10/21/2014

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 Summary of October 21, 2014 Council meeting

CENTERVILLE

Staff Backup Report
10/21/2014

Item No.

Short Title: Councilman Ken Averett

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 1.

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time: 7:10

SUBJECT

September 9, 2014 work session; October 7, 2014 work session and regular meeting minutes

RECOMMENDATION

BACKGROUND

At their October 7 regular meeting, the City Council agreed to postpone approval of the September 9 work session minutes so that staff could listen to the audio recording of that meeting and verify whether there is support for an amendment that Councilwoman Fillmore requested. City Recorder Marsha Morrow has listened to a portion of that recording but has not found support for the proposed amendment. Councilwoman Fillmore apparently intends to listen to the recording herself prior to next Tuesday's meeting.

ATTACHMENTS:

Description

- October 7, 2014 Work Session minutes
- October 7, 2014 regular Council meeting minutes

Minutes of the Centerville City Council **work session** held Tuesday, September 9, 2014 at 6:00 p.m. at the City Hall Training Room, 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 Lisa Romney, City Attorney Katie Rust, Recording Secretary
STAFF ABSENT	Blaine Lutz, Finance Director/Assistant City Manager
CITIZEN ADVISORY COMMITTEE	Mark Austin Randy Burgoyne Ann Fadel John Urry
VISITORS	Wesley McDougal, FirstDigital President Alex Jackson, FirstDigital Director of Operations

FIRSTDIGITAL PROPOSAL

Mayor Cutler introduced Wesley McDougal, President of FirstDigital, and Alex Jackson, FirstDigital Director of Operations. FirstDigital, headquartered in Salt Lake City, is a provider of telecommunications services. Since 2000, FirstDigital has constructed and managed fiber-based networks for companies in the wholesale, commercial, institutional and residential markets. Mr. McDougal explained the current financial state of UTOPIA as he understands it: $220 million in existing bond debt, $8 million in annual revenue, and ongoing operating losses of approximately $3 million per year. Of the $220 million, $110 million has gone toward putting fiber in the ground, $70 million has gone toward interest, and $36 million has covered operational shortfalls. A significant amount has been invested without significant revenue. Mr. McDougal also mentioned the current imbalance between the eleven UTOPIA cities with some cities, like Centerville, having been built out while other cities have not. Mr. McDougal stated that UTOPIA currently has $2 million in cash reserves to continue build out. Voting power on the UTOPIA Board is determined by pledge amount, with West Valley, Layton, and Midvale holding 50.7% of the voting power. FirstDigital has presented its proposal to the UTOPIA Board, and eight of the eleven cities voted in favor of pursuing the FirstDigital proposal. The controlling three cities voted to not pursue the FirstDigital proposal at this time. FirstDigital intends to present its proposal individually to each city council.

Mr. McDougal presented four possible solutions for UTOPIA moving forward:

- Draw down more bond obligation to build out, understanding that bond funds can no longer fund operations.
- Mr. McDougal explained that allowing the network to go "dark" is not really an option, but the network is valuable and could be sold. FirstDigital made an all-cash offer

(greater than $42 million) to purchase the network in May 2014, which was rejected by the UTOPIA Board.

- Adopt a utility fee model. Six of the eleven cities have voted to continue considering the Macquarie utility fee proposal, and five cities, including Centerville, have rejected the utility fee model.
- Adopt a non-utility fee, demand driven build out of the network as proposed by FirstDigital.

Mr. McDougal explained that the FirstDigital proposal does not require a utility fee. FirstDigital would expect to invest more than $100 million of private capital. Mr. McDougal stated that with a partnership between FirstDigital and UTOPIA/UIA, both entities could put capital toward build out. If UTOPIA chooses not to invest more capital, the FirstDigital solution would not require any additional public debt. Mr. McDougal said that with the existing FirstDigital management team, technical team, engineering team, and customer service team, synergy would exist between FirstDigital and UTOPIA/UIA to reduce operating expenses and eliminate operating losses. Mr. McDougal stated FirstDigital is confident enough to indemnify the cities against further operating losses.

Mr. McDougal continued that the proposed partnership between FirstDigital and UTOPIA would allow an open-access wholesale network with a choice of providers and applications. Build out would continue. He stated that cities would participate in the expected cash flow to help in paying off debt obligations. FirstDigital would focus sales and marketing on a local level, rebranding the network with city-specific plans. Mr. McDougal explained that FirstDigital has fiber from St. George to Brigham City, with a residential focus on multiple-dwelling unit (MDU) new builds. Financially FirstDigital is more than three times the size of UTOPIA. Mr. McDougal expressed a desire for the public to know that there is an alternative to a utility fee model, and said he feels the FirstDigital proposal is a good fit for Centerville.

Councilman Higginson asked Mr. McDougal why he feels West Valley, Layton, and Midvale did not want to move forward with the FirstDigital proposal. Mr. McDougal responded that the cities are out of parity or balance. West Valley has $5 million of network assets and $45 million in debt obligation. FirstDigital wants the cities to have a choice moving forward. Councilman Higginson asked if FirstDigital would be interested in moving forward with only Centerville, if Centerville were allowed to act independent of the other cities. Mr. McDougal responded that FirstDigital would absolutely want to move forward with Centerville. Although it would be complicated, he said there is no technical reason it would not be successful. Ann Fadel, a member of the Citizen Advisory Committee, asked why UTOPIA did not want to sell to FirstDigital in May. Mr. McDougal said it is complicated for the UTOPIA Board - with $220 million of existing bond debt, the bond holders expect a secured asset in the network.

Ms. Fadel asked if FirstDigital would require an installation/connection fee similar to the $2,700 required now. Mr. McDougal responded that installation would be similar to the market rate of $50-$60. When asked about the citizens who already signed up and paid the $2,700 connection fee, Mr. McDougal responded FirstDigital would want to find a fair solution.

Mayor Cutler asked Mr. McDougal to outline the thresholds under the proposal for a neighborhood build out. Mr. McDougal explained that if the network is in place in a neighborhood there would not be a demand requirement. For each new neighborhood, FirstDigital would look at the cost to build to the neighborhood, and apply a take-rate requirement to meet the costs of building to that neighborhood. Build out would be incrementally more cost effective as the network is built out. Councilman Higginson commented

that UTOPIA and the cities have been limited in their ability to promote and market the network as a product. He asked Mr. McDougal if FirstDigital has anticipated what their efforts would be. Mr. McDougal responded that instead of relying on a third party for marketing, FirstDigital would focus the marketing within each city and expect demand to increase. Councilman Wright asked if the city councils would be involved in the branding for the cities. Mr. McDougal responded that FirstDigital would want to be congruent with what the cities want. Lisa Romney, City Attorney, pointed out that under the Utah Telecommunications Act, the City cannot market to the end user. She said in her opinion, if the cities are specifically advertising the wholesale network, not the services provided, they are clear of advertising to the end user. FirstDigital does not currently sell retail services in the residential market.

Councilman Wright asked how ownership of the network would evolve with FirstDigital's involvement, and asked for Mr. McDougal's definition of an open network. The cities do not own the network except through shares and a voice on the Board. Councilman Wright said he believes the argument about parity and equity is against the UTOPIA Interlocal Agreement. Mr. McDougal responded that currently UTOPIA owns the network. FirstDigital can build to the UTOPIA network and connect customers for a fee. In the proposed partnership, the existing network would be owned by UTOPIA/UIA, and new build out would be owned by whatever entity pays for the build out. A fee would be paid to UTOPIA for use of the UTOPIA network. The result would be incremental revenue without incremental costs. He said with the proposed partnership there would be flexibility for ownership to change in the future. Councilwoman Fillmore asked how the cash flow and profit sharing would work. Mr. McDougal responded that cash would go to UTOPIA/UIA for distribution to the cities. The cities could participate in continued build out at whatever level desired.

Mr. McDougal explained FirstDigital has identified three categories of existing conditions: existing network; infill areas where the network passes but does not connect to customers; and edge-out areas, which require more capital. FirstDigital anticipates that with their capital, along side the remaining UTOPIA capital allocated for build out, they should be able to completely build out the existing and infill areas. Councilwoman Fillmore pointed out that the utility fee model would be a more pure revenue sharing scenario. Mr. McDougal said that in a demand-driven build out the existing and infill areas have the competitive advantage. UTOPIA would receive fifty percent of the revenue generated from use of the network, less operating costs.

Mark Austin, a member of the Citizen Advisory Committee, asked Mr. McDougal to clarify what information regarding the proposal is public and what is not public. Mr. McDougal responded that information provided on the summary handout, and anything discussed in the work session, is public information.

Mr. McDougal explained that FirstDigital is a wholesale provider of the fiber, but would make sure that the end users are aware of the providers and applications available through marketing. FirstDigital would provide marketplace information regarding services and applications available and associated costs. Mayor Cutler stated he feels the FirstDigital proposal is the best proposal for Centerville, and asked if, under the proposed situation, he would continue to receive a bill from his service provider. Mr. McDougal responded the Mayor would receive a bill from FirstDigital, and would only receive a bill from a provider if he selected additional services. FirstDigital would then pay the providers after subtracting an amount to fund functions critical to the success of the network (i.e., advertising), eliminating a current marketing disconnect between UTOPIA and ISPs. Providers like Netflix would continue to bill the end user directly. Mayor Cutler pointed out that this proposal would be a drastic change from the current situation. The Council discussed the fact that each UTOPIA city has different

needs. Under the proposed partnership with FirstDigital, FirstDigital would act as operational partner with control over which strategies to use in the different cities, rather than the UTOPIA Board trying to agree on one strategy for all.

Councilwoman Fillmore asked if the providers would consider the proposed partnership to be an open access network. Mr. McDougal responded that yes, more providers would be able to participate on the network with the FirstDigital proposal. Mr. Jackson referred to Netflix as an example, pointing out that if customers had a problem with the internet connection, they would contact FirstDigital. If customers had a problem with the Netflix service, they would contact Netflix. Providers would not be limited regarding marketing, and would have more visibility in the marketplace with FirstDigital. Mr. McDougal stated that FirstDigital has spoken with many providers that would be excited to have unfettered access to the network. He added that providers would have to meet minimum requirements to guarantee a quality product. The end users would have choice and flexibility in selecting providers.

Steve Thacker, City Manager, asked Mr. McDougal to explain the three-year opt-out provision included in the FirstDigital proposal, as well as the utility fee option in the proposal. Mr. McDougal explained that with the utility fee option included in the FirstDigital proposal, the cities would receive more revenue than they would with the Macquarie utility fee proposal. FirstDigital would put in the equity and obtain the debt. Under the FirstDigital utility fee model, if after three years one of the partners decided to pull out of the partnership, the debt in place would be assumed by the cities, and FirstDigital would be reimbursed for its invested capital. Councilman Wright asked what would lead FirstDigital to opt-out after three years and what would be in place to protect the cities. Mr. McDougal responded that the protections have not been completely flushed-out, but FirstDigital would want to ensure that the situation is fair. The cities would retain ownership of the network. The proposal includes a 30-year irrevocable right-of-use to prevent network assets from becoming stranded in the event that either partner opts out. A transport fee would continue to be paid to the existing network.

Councilman Wright stated one thing he liked about the Macquarie proposal is the use of metrics. He asked what type of metrics FirstDigital would provide to UTOPIA/UIA and the cities. Mr. McDougal responded FirstDigital would have a customer bill of rights with metrics for service to the customer. There would also be stringent metrics regarding operation of the network. He said if FirstDigital were not able to operate at the established standards the cities would have the ability to select a new operator. Mr. McDougal added that FirstDigital would be significantly invested, and their measuring stick would be customer retention.

Councilwoman Fillmore referred to the fact that the current UTOPIA customers are subsidized by the cities. She said she believes the cities want to accomplish the original goal of operating successfully, and asked Mr. McDougal for examples of how the cities could be involved in the plans to participate in the cash flow. Mr. McDougal responded that Centerville is almost completely built out and very little capital will be needed. He said he sees a need to start marketing locally and to participate in local activities, and expressed confidence that focused dollars will have a big impact. Councilwoman Fillmore expressed a concern that with the FirstDigital proposal it would get muddy and complicated as to who paid for what. She would not want to see FirstDigital use the basic infrastructure without paying and enjoy the revenue from what the cities have carried for years. Mr. McDougal stated that FirstDigital and other companies are already building to the UTOPIA network and paying transport fees. The advantage to moving forward with the FirstDigital proposal would be having a partnership with a company that wants to utilize the UTOPIA network and pay the fee, which will drive more and more business to the network. Councilwoman Fillmore asked if it would be possible in the

future to invite other cities to join in the network. Mr. McDougal responded that he knows there are other cities that are interested in having their own network. He said he does not know if other cities would want to connect to the UTOPIA network and pay the transport fees.

Councilman Wright asked if the transport fee revenue would go directly to the cities or to UTOPIA. Mr. McDougal responded the money would go to UTOPIA/UIA, and the Board would distribute the revenue. Councilman Wright asked what would happen to the existing UTOPIA corporate structure. Mr. McDougal stated he suspects UTOPIA personnel would be integrated into FirstDigital. The UTOPIA employees have valuable knowledge of the network. John Urry, a member of the Citizen Advisory Committee, stated that Macquarie has indicated the network is in great need of refresh and asked Mr. McDougal for his opinion. Mr. McDougal responded that FirstDigital has requested equipment lists from the UTOPIA Board but not received that information. He said he thinks some upgrades will be necessary, but there is a lot of life currently in the equipment. Upgrades would be considered capital expenses covered by the partnership or FirstDigital. Mr. McDougal said he anticipates most upgrades would be associated with expansion and new builds. Mayor Cutler stated that Macquarie's intention as he understands it would be to put in completely new equipment for uniformity throughout the cities. Mr. McDougal said FirstDigital would not require all new equipment.

Councilman Wright asked if the cities would be required to fund future upgrades to stay current with the rest of the industry. Mr. McDougal responded they expect the network to continue to grow and would not expect the cities to put in capital for the growth. There would be cash from the partnership to fund that type of growth. Mayor Cutler added that the cost of equipment is going down, not up. Mr. McDougal stated that the real expense of the network is digging up ground and putting fiber under the streets.

Mayor Cutler stated that, from Centerville's perspective, the FirstDigital proposal looks great, but from the viewpoint of some of the other cities, the high threshold will prevent build out to new neighborhoods. The Mayor asked what would happen if the thresholds are not met to build out to new neighborhoods. Mr. McDougal responded that the areas that require substantial investment are the ones that are furthest away from existing network. FirstDigital would focus first on the close areas, and, fundamentally, if minimum requirements are not met in new neighborhoods there is not much they can do. It would be FirstDigital's job to teach the end users that fiber to the home is the best option. UTOPIA has been building where demand exists, and Mr. McDougal said that would continue, but the more built out the network becomes the easier it will be to convince customers.

Referring to the utility fee approach in the FirstDigital proposal, Mr. Thacker stated he assumes that using the utility fee approach within a footprint area of a city would require the creation of a special assessment area within the footprint, with a majority of residents within the footprint in support of the utility fee decision. Mr. McDougal stated FirstDigital would be flexible within the cities to meet the needs. Councilwoman Fillmore asked if the utility fee assumption would change based on how many cities participate in the utility fee model. Mr. McDougal responded that in most cities the proposed $20 would adequately cover the costs. FirstDigital has discussed the possibility with other cities of a lower utility fee that would fund a portion of the cost. The utility fee with the FirstDigital proposal would be city specific.

Councilman Higginson asked who would control the decision of where to build out in the proposed partnership between FirstDigital and UTOPIA. Mr. McDougal responded that FirstDigital would make that decision, which would remove politics from the picture and make build out a financial decision. FirstDigital has visited with four city councils with great response.

They expect to visit all eleven cities before November. The Council discussed the complications involved with the UTOPIA Board making decisions moving forward. Mr. McDougal stated FirstDigital has put a lot of time and money into the proposal. Even if some of the cities go forward with Macquarie, other cities will still need a solution. Mayor Cutler stated it would be very difficult to break up UTOPIA. New entities can be created to do new things, but UTOPIA cannot break up until the debt is paid off. Mr. McDougal said that FirstDigital is excited that eight cities wanted to explore the FirstDigital proposal further. FirstDigital is local and will be here for the long haul. He said he feels the option presented by FirstDigital should be included on any survey distributed by cities to gather public opinion.

Mayor Cutler stated that although UTOPIA is in a difficult situation, last month the network experienced the highest number of sign-ups in a long time. The asset in the ground is valuable, and the cities need to work together to find a solution. Mr. McDougal expressed appreciation for the Council's time, and encouraged them to contact him with any further questions.

ADJOURNMENT

Mayor Cutler adjourned the work session at 8:00 p.m.

_____ _____

Marsha L. Morrow, City Recorder Date Approved

_____

Katie Rust, Recording Secretary

Minutes of the Centerville **City Council** meeting held Tuesday, October 7, 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
MEMBER ABSENT	Lawrence Wright
STAFF PRESENT	Steve Thacker, City Manager Blaine Lutz, Finance Director/Assistant City Manager Lisa Romney, City Attorney Brandon Toponce, Assistant Planner Katie Rust, Recording Secretary
VISITORS	Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT Blaine Lutz, Finance Director/Assistant City Manager

OPEN SESSION

Dale McIntyre – Mr. McIntyre referred to a recent suggestion made to the Council regarding availability of Council meeting audio files online, and asked if the audio files are available. Mr. Thacker responded that Council meeting audio files are available on the State Public Notice website.

MINUTES REVIEW AND ACCEPTANCE

The minutes of the September 9, 2014 work session and the September 16, 2014 work session and regular Council meeting were reviewed. Councilwoman Fillmore requested that staff listen to the recording to verify a comment regarding cost sharing and profit sharing of build out with FirstDigital. Councilman Higginson made a **motion** to table approval of the September 9, 2014 work session minutes, and approve both sets of September 16, 2014 minutes. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

SUMMARY ACTION CALENDAR

a. Legacy Crossing Lot 6 – Terminate Warranty Period
b. Consider Resolution No. 2014-24 in support of the Center for Community Engaged Learning at Weber State University
c. Personnel Policies and Procedures – Amendments – Equal Opportunity Employer – Consider Resolution No. 2014-25
d. Approve National Register Nomination – John and Sarah Wayman Home, 240 East 300 South

Councilwoman Ivie requested that item (b) on the Summary Action Calendar be considered separately, and Councilwoman Fillmore requested that item (c) be considered separately. Councilman Higginson made a **motion** to approve items (a) and (d) on the Summary Action Calendar. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

Councilwoman Ivie expressed concern regarding the vagueness of the goals stated in the information provided for item (b) on the Summary Action Calendar, and what might be expected of Centerville in the future. She expressed support for Weber State University, but said she feels its biggest impact is in the Ogden area. Mayor Cutler commented that the proposed Resolution No. 2014-24 would acknowledge and show Centerville's support for the Center for Community Engaged Learning at Weber State University. The Mayor said he did not anticipate any risk or liability to the City. Lisa Romney, City Attorney, stated the proposed Resolution is a support resolution that does not commit the City to anything, and adoption does not engage the City in any liability. Councilman Averett made a **motion** to approve item (b) on the Summary Action Calendar, Resolution No. 2014-24 in support of the Center for Community Engaged Learning at Weber State University. Councilwoman Fillmore seconded the motion, which passed by majority vote (3-1), with Councilwoman Ivie dissenting.

Referring to item (c) on the Summary Action Calendar, Councilwoman Fillmore asked if sexual orientation should be added to the Personnel Policies and Procedures regarding equal opportunity employment. Ms. Romney responded that sexual orientation is not a protected class, but the Council could choose to add it to the list. Mayor Cutler expressed a preference to not discuss her proposed addition at this time, but invited Councilwoman Fillmore to address this in a future meeting, if she desired. Councilwoman Fillmore made a **motion** to add sexual orientation to the amendments in Resolution No. 2014-25. The motion failed for lack of second. Councilman Averett made a **motion** to approve Resolution No. 2014-25 as listed in the staff backup materials. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0). Councilman Higginson commented that the City should not be discriminating based on sexual orientation, but he feels the existing language in the Policy is sufficient at this time. Speaking on behalf of the hiring authorities in the City, City Manager Thacker stated the City does not discriminate based on sexual orientation when hiring.

DESIGNATION OF MAIN STREET IN WASATCH CHOICE 2040 DOCUMENTS

Councilwoman Fillmore explained that Main Street in Centerville is designated as a "Boulevard Community" rather than a "Main-Street Community" on the Wasatch Choice 2040 map. She considers the "Boulevard" designation to be more for a major thoroughfare that caters to cars with buildings set away from the street. In response to a question asked by Councilman Averett, Councilwoman Fillmore said she was told by a Wasatch Front Regional Council (WFRC) representative that the "Boulevard" designation is not related to any plans to put light rail on Main Street. She said the representative agreed with her that a "Main-Street" designation would be more appropriate considering the City's desires and goals. Transit decisions and changes require an extensive process. Since Main Street in Centerville is UDOT owned, Councilwoman Fillmore stated she feels it is important to clearly communicate in every possible written document Centerville's desire for Main Street – an inviting, small town community center. Her greatest concern is protecting Main Street from the right-of-way being widened for more vehicles. Councilman Averett agreed and suggested the Council send a letter requesting a change in the designation. Councilwoman Ivie expressed frustration that there is not a designation that exactly fits her desire for Main Street. She said she prefers the housing range specified by the "Boulevard" designation. Councilwoman Fillmore offered to write a letter to WFRC requesting a change.

Councilman Averett made a **motion** asking that Councilwoman Fillmore author a letter to be signed by the Council requesting that WFRC change Main Street in Centerville to a "Main-Street" designation in their documents. Councilman Higginson seconded the motion, which passed by unanimous vote (4-0).

DISCUSSION REGARDING CONSTRUCTION OF BERM ALONG FRONTAGE ROAD

Mayor Cutler explained that when the sound wall was installed along the Frontage Road UDOT gave the City the option of paying for sound wall directly west of Community Park, but sufficient funds were not available at the time. The Mayor recently asked staff to look into the possibility of using some of the dirt on the Park Expansion site to build a berm in the break of the sound wall. Mr. Thacker reported staff has concluded that a berm would have minimal effect on sound levels, and would be costly to construct and maintain aesthetically. He described the difficulties that would be involved, and stated that staff recommends the City not proceed with the berm. The sound wall could possibly be filled in using RAP Tax funds if approved by voters next year. Staff estimates continuing the wall would cost approximately $120,000. Councilwoman Fillmore stated she is not familiar with the noise level at Community Park, but she feels that the break in the sound wall is a positive window into the community. Mayor Cutler said in his opinion a sound wall would improve the experience at the park, but he would be in favor of gathering more community input. Councilman Averett asked if the City has received complaints from neighboring residents. Mr. Thacker responded he is not aware of residential complaints, but he is aware of complaints from park users. Mr. Thacker suggested the opening could be visually improved by planting trees along the length of the break. Councilman Higginson suggested landscaping could occur in conjunction with the project to widen the Frontage Road. Mr. Thacker reported that Wasatch Front is willing to move the Frontage Road project up on the timeline if the City completes its part.

Mr. Thacker updated the Council on soil removal from the expansion site. He also stated that the County will be disposing of property located at approximately 100 South and 700 East for redevelopment. A sedimentation basin located on this site is no longer needed or can be reduced in size due to the debris basin now located upstream.

MUNICIPAL CODE AMENDMENTS – SECTION 2-01-100 – CITY COUNCIL VOTING

Ms. Romney briefly explained the proposed amendments to Section 2-01-100 of the City Code regarding voting of the City Council. The proposed ordinance would bring the Municipal Code into compliance with State law. Councilman Higginson made a **motion** to approve Ordinance No. 2014-20 amending Section 2-01-100 of the Centerville Municipal Code regarding voting of the City Council. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

MAYOR'S REPORT

- In mid-September not enough impact fees had been collected by the South Davis Metro Fire Agency from the member cities to offset the debt service payment owed. The Board discussed how to make the payment, and made the payment using cash reserves. After the payment was made, North Salt Lake and West Bountiful reported they had collected sufficient additional impact fees to fully fund the payment. Mayor Cutler stated that the Fire Chief has shared creative ideas with him that were not presented to the Council during their work session with Chief Bassett to improve staffing and reduce response time for less cost.

- The Mayor reported that mayors of the eleven UTOPIA member cities will meet monthly. Mayor Cutler stated he expects to be able to report in November to the Council regarding a proposal for continuing to pay operating expenses.
- Mayor Cutler encouraged Council members to continue to remind Legislators to improve transportation funding.

CITY MANAGER'S REPORT

- Mr. Thacker reported on a meeting he attended regarding the outcome of the UTA Davis-SLC Community Connector Study. The previous City Council chose not to participate in the Connector Study, but Centerville was considered an area of influence. UTA has offered to make a presentation of the study to the City Council and discuss the possibilities for Centerville and Farmington to be included as UTA moves forward. Mr. Thacker stated he thinks the Council should understand the Study and how it could impact Centerville. He proposed a joint meeting with Farmington City Council and UTA on November 5th prior to the regular Council meeting.
- City Manager Thacker informed the Council of the need to address an emergency matter not shown on the agenda – i.e. the need to increase the budget for the Oakridge Drive Waterline project due to unexpected conditions affecting the resurfacing of the roadway. The additional costs qualify as Water Fund expenses, and would not impact the General Fund. Councilman Higginson made a **motion** to authorize the Mayor to sign a change order for $56,160 related to repaving for the Oakridge Drive Waterline project. Mr. Thacker explained that the net additional cost is about $31,000 because this repaving work will reduce trench patching by about $25,000. Councilwoman Fillmore seconded the motion, which passed by unanimous vote (4-0).

CITY COUNCIL LIAISON REPORT RE: MOSQUITO ABATEMENT DISTRICT

Councilman Higginson updated the Council on the Mosquito Abatement District, which has purchased property to expand its offices in Kaysville.

MISCELLANEOUS BUSINESS

- City Manager Thacker explained that the City has six permanent part-time employees. Full-time employees are rewarded and recognized for service every five years with a gift of incremental value. Longevity of permanent part-time employees (working 20+ hours per week) has not been similarly recognized. The Council discussed what level of recognition would be appropriate. Councilman Averett made a **motion** to amend the Employee Service Award Program to recognize year-round part-time employees at a total value of $100 at the five-year mark, and increasing $50 every five years thereafter. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

RDA MEETING

At 8:30 p.m. Councilman Higginson made a **motion** to adjourn to an RDA meeting. Councilman Averett seconded the motion, which passed by unanimous vote (4-0). In attendance were: Paul A. Cutler, Chair; John T. Higginson, Vice Chair; Directors Averett,

Fillmore, and Ivie; Steve Thacker, RDA Executive Director; Blaine Lutz, Finance Director; Lisa Romney, City Attorney; and Katie Rust, Recording Secretary.

The Council returned to regular meeting at 9:21 p.m.

MISCELLANEOUS BUSINESS (CONTINUED)

- Mr. Thacker explained the City's Long-term Sick Leave benefit, and stated that year by year the City's liability is increasing related to employees' ability to cash out accrued sick leave upon retirement. Mayor Cutler stated he is in favor of one type of paid time off (PTO) that the employees decide how to use, but recognized that the change might be difficult for employees used to the two types of leave to accept. Councilwoman Fillmore agreed that one type of PTO should be the end goal, and that it may be necessary to adopt in steps. Mr. Thacker pointed out that without specific sick leave, employees may have a greater tendency to come to work sick. Councilwoman Fillmore said she feels it is good policy to encourage employees to use leave time given, and supported the idea of reasonably capping the amount of leave that can be accrued. Council members Averett and Ivie agreed. Mr. Thacker stated that staff will continue to consider the matter.
- The Council discussed Planning Commission compensation, and compared compensation in Centerville to that of other cities. Mayor Cutler stated he does not feel Centerville needs to have one of the highest paid Planning Commissions because greater compensation does not necessarily result in better planning. He expressed confidence that Centerville's Commissioners are serving because they want to. Councilwoman Fillmore agreed with the Mayor, but said she could support increasing the compensation a small amount. The Council will continue discussing Planning Commission compensation during next year's budget process.

ADJOURNMENT

At 9:36 p.m. Councilwoman Ivie made a **motion** to adjourn the Council meeting. Councilman Averett seconded the motion, which passed by unanimous vote (4-0).

_____ _____

Marsha L. Morrow, City Recorder Date Approved

_____

Katie Rust, Recording Secretary

Minutes of the Centerville City Council **work session** held Tuesday, October 7, 2014 at 5:45 p.m. at the 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
MEMBER ABSENT	Lawrence Wright
STAFF PRESENT	Steve Thacker, City Manager Blaine Lutz, Finance Director/Assistant City Manager Lisa Summers, Youth Council Advisor Katie Rust, Recording Secretary

YOUTH COUNCIL MEMBERS PRESENT

Eli Bangerter	Hannah Klein
Valarie Beer	Lyndsey Kunzler
Rachel Creer	Jenna Lewis
Jens Fillmore	Nathanael McDonald
Jacob Garn	Jeremiah Moore
Jessica Greer, Youth Mayor	Joe Moore
Jordan Hawkes	Thomas Newman
Abbie Hodgson	Ayden Richards
Annelise Horlacher	Spencer Vogrinec
Peter Jeppesen	Abigail Wadley
Emma Kimball	

YOUTH COUNCIL MEMBERS ABSENT

Braden Brown	Brittney McDonald
Sarah Cutler	Brenna Wilkinson

WORK SESSION WITH YOUTH COUNCIL

Jessica Greer, Youth Mayor, described Youth Council activities planned for the coming year. This year the Youth Council will have two representatives on each of seven City committees: Jordan Hawkes and Jeremiah Moore with the Trails Committee; Jenna Lewis and Jens Fillmore with the Parks and Recreation Committee; Anna Klein and Peter Jeppesen with the Landmarks Commission; Lyndsey Kunzler and Brittany McDonald with the Whitaker Museum; Annelise Horlacher and Spencer Vogrinec with the Planning Commission; Abbie Hodgson and Jessica Greer with the City Council; and Rachel Creer and Ayden Richards with the Centennial Committee. Councilman Averett suggested the Youth Council could also assign representatives to the Citizen Corps Council.

Mayor Cutler stated he feels the Centennial Celebration in 2015 will be a good opportunity for Youth Council involvement. He suggested that, although most of the

celebration will take place around the 4th of July festivities, the Youth Council could sponsor an activity earlier in the year. The City Council and Youth Council discussed possible opportunities for Youth Council involvement in the Centennial Celebration.

Steve Thacker, City Manager, described the different phases of the planned Community Park Expansion Project. Mr. Thacker stated he is willing to meet with the Youth Council representatives assigned to the City Council prior to Council meetings to brief them on upcoming agenda items. Councilwoman Fillmore said she is excited to have the Youth Council's voice on the City committees.

Councilwoman Fillmore mentioned the pedestrian bridge that will be installed over I-15 to provide pedestrian and bike access to the west side of the city, and asked for Youth Council input regarding what could be done to improve the community. Mayor Cutler added that he would like Youth Council input regarding the west side planning process. The City is currently in the process of long-term planning for the west side of the city south of the Megaplex theater project area. The planning takes into account the desire for a FrontRunner stop in the future, which would require higher density residential and commercial development around the desired FrontRunner stop location. Councilwoman Fillmore pointed out that the design of the area, more than the density, will be important in activating and generating need for a transit stop. She mentioned Station Park in Farmington as an example of a well-designed higher density project. Councilman Averett commented that developers on the west side have tried to attract restaurants to the area, but have not been successful because of insufficient housing density. Councilman Averett said he voted against higher-density housing projects on the west side because of the lack of services available to support residents. He mentioned that he has been impressed with the planning and design that allows residents and visitors to get around the high density environment of Daybreak with ease. Councilman Averett added that mass transit and pedestrian access play a big part in the Daybreak community. Long-term planning also takes into account availability of shopping, schools, churches, and other necessary services.

Mayor Cutler stated that the school district has expressed a desire to be involved and informed regarding west side planning and zoning changes to be able to plan ahead for schools. Councilman Higginson added that a large percentage of those who attended the recent open house regarding west side planning were West Bountiful residents, and Centerville will need to find a balance between what is best for the City, the property owners, and the neighbors in West Bountiful. The Council and Youth Council discussed the space available and the types of businesses that would be attracted to the west side. Councilwoman Fillmore stated that an important part of development will be business office commercial that will bring more jobs to the community. Councilman Averett pointed out that with UTOPIA Centerville has attracted and will continue to attract high tech businesses, entertainment, residential, and office buildings.

Councilman Averett mentioned that the Whitaker Museum is hosting a Zombie Run in October, and has recruited the Davis High Track Team as volunteer zombies. He said he thinks it is too bad they had to go outside the community for the volunteers, and suggested the Youth Council could help with the Zombie Run next year. Councilman Averett also asked if the Youth Council has considered sponsoring a scarecrow walk, where families and businesses could submit scarecrows for a small participation fee.

Mayor Cutler told the Youth Council that the Trails Committee is concerned about off-road vehicle use on the hillside. Off-road drivers are straying off the Firebreak Road and designated bowl area onto private property. Farmington has prohibited off-road vehicle use on

the Firebreak Road within Farmington boundaries. The Mayor explained that Centerville would like to keep access open, but controlling use has been difficult. Abbie Hodgson mentioned that a lot of teenagers hang out on the hillside and would be affected by a prohibition. Jens Fillmore commented that it is difficult to control a rule without enforcement. Jenna Lewis asked if the high school students would still be able to paint the Viewmont "V" on the hillside. Mayor Cutler responded that exceptions could be made for special occasions. Ayden Richards suggested that promoting appropriate use would reduce incorrect use. Jordan Hawkes suggested the City shut down access to the Firebreak Road, but leave access to the designated bowl area open. Abbie Hodgson suggested that if the bowl area were developed a little more for public use as a park-type area citizens would treat it better and not want to vandalize. Jenna Lewis recommended placing small boulders along the Firebreak Road to prevent off-road vehicles from straying. Councilwoman Ivie mentioned that the Trails Committee has several Eagle Scout Project opportunities available. Ayden Richards suggested the City make the bowl area safer, and patrol the area more often.

ADJOURNMENT

At 6:48 p.m. Mayor Cutler thanked the Youth Council for their input and adjourned the work session.

_____ _____

Marsha L. Morrow, City Recorder Date Approved

_____

Katie Rust, Recording Secretary

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 2.

Short Title: Summary Action Calendar

Initiated By:

Scheduled Time: 7:10

SUBJECT

a. Consider Resolution No. 2014-26 approving Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management
b. Consider Resolution No. 2014-27 appointing City's Federalism Designee
c. Consider Resolution No. 2014-28 amending the Centerville City Fee Schedule regarding cemetery interment fees for infant and cremated remains

RECOMMENDATION

a. Approve Resolution No. 2014-26 approving a Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management.

b. Approve Resolution No. 2014-27 designating the City Attorney as the City's federalism designee in accordance with provisions of Utah law.

c. Approve Resolution No. 2014-28 amending the Centerville City Fee Schedule regarding cemetery interment fees for infant and cremated remains.

BACKGROUND

a. The Utah chapter of the American Public Works Association (APWA) is encouraging public works entities to sign onto the attached Mutual Aid Interlocal Agreement for Public Works Emergency Management. As stated in the attached document, "FAQs - Mutual Aid Interlocal Agreement", the purpose ". . . is to assist local governments in helping one another in times of need." The attachment further states: "The Agreement provides procedures for assistance and reimbursement of expenses, and supports and compliments the Utah Mutual Aid Agreement (UAC R704-2)."

This Public Works Agreement has been reviewed by the City Attorney, the City's Emergency Management Group (Councilman Averett, Steve Thacker, Paul Child and Bruce Cox) and Public Works Director, Randy Randall. The Agreement does not create any duty to respond and allows each Assisting Agency the discretion of determining which resources to provide (page 4 of 11).

To date, the following local governments have approved the Agreement: Sandy, Salt Lake City, Midvale, Monroe, Enoch, South Salt Lake, West Jordan, Utah County, Spanish Fork.

b. Pursuant to Utah Code Ann. 63C-4a-306 (as adopted by HB 120), the City is required to appoint at least one designee to which all questions and inquiries regarding federalism shall be directed. The designee is required to attend a seminar on the principles of federalism at least once every two-years. The seminar will be developed and provided by the State Federalism Committee (as created in Utah Code Ann. 63C-4a-303). Staff recommends the City Attorney be appointed as the City's federalism designee. As indicated in Section 63C-4a-306, more than one designee may be appointed. If a City Council member would also like to be designated, we can do so. The City is required to appoint at least one designee by January 2015. Thus, the effective date of the appointment as proposed in Resolution No. 2014-27 is January 1, 2015.

c. The City's cemetery ordinances allow for an infant or cremated remains to be buried in a space already occupied, if approved by the Parks and Recreation Director. A Burial Right Fee (i.e. for the space) is not required in this case, but the Fee Schedule requires payment of the Interment Fee and Perpetual Care Fee. A recent case of burying a still-born child on top of a great-grandparent raised an issue that staff have not considered until now. The infant's parents are not currently City residents and, therefore, are subject to the payment of the non-resident interment fee, which is $500 more than the resident interment fee. Various family members appealed to City staff to waive this additional $500, but staff do not have the authority to do so. The matter was then appealed to Mayor Cutler, who discussed the matter with staff and

asked staff to propose how the ordinances or Fee Schedule could be amended so that the resident interment fee applies in any cases in which an infant or cremated remains are buried in a space that is already occupied.

Staff are not opposed to this recommendation. The reason for imposing a non-resident surcharge at time of burial several years ago was to promote the preservation of the remaining available spaces for purchase by residents, and to counter the practice of residents buying spaces on behalf of non-residents who did not want to pay the non-resident burial right fee which was in place at that time. So at that time the burial right fee was made the same for residents and non-residents but the interment fee was amended to include the surcharge if the person being buried did not meet the definition of "resident" within the Fee Schedule. In the case of infants or cremated remains being buried in a space already occupied, the justification of charging a non-resident interment fee has no impact on the preservation of remaining spaces for purchase by residents; therefore, staff see no justification for charging the non-resident interment fee in these cases.

ATTACHMENTS:

Description

- FAQ - Mutual Aid Interlocal Agreement
- Resolution No. 2014-26-PW Mutual Aid
- Exhibit A - Mutual Aid Interlocal Agreement
- Resolution No. 2014-27-Federalism Desginee
- HB 120-Federalism
- Resolution No. 2014-28-Cemetery Fees
- Current Cemetery Fee Schedule
- Cemetery Right of Burial Ordinance

FAQs
Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management

What is the purpose of this Agreement?

The purpose of this Agreement is to assist local governments in helping one another in times of need. It provides a method whereby a local government or agency that has sustained damage from a natural or man-made disaster can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other participating agencies.

What does the Agreement do?

The Agreement provides procedures for assistance and reimbursement of expenses, and supports and compliments the Utah Mutual Aid Agreement (UAC R704-2).

Has this Agreement had legal reviews?

Yes. Attorneys from Salt Lake County, Salt Lake City, Utah County, along with other local attorneys have reviewed and provided assistance in the preparation of this document.

Can we make changes to the Agreement before we sign it?

No, not at this time. In order to ensure the timely implementation of this Agreement with multiple partners, this Agreement needs to be approved as is. However, the Agreement does include provisions for making changes in the future. It should be noted that the UTWARN Agreement (Utah Water, Wastewater Response Network) was used as a basis for this Agreement. The UTWARN Agreement has been accepted by over 85 participating agencies throughout the state.

Who should sign this Agreement?

All local government agencies, service districts, and state agencies that can provide, or would require assistance, after a natural or man-made disaster should sign this Agreement.

How do I get more information?

Please contact the APWA Utah Chapter Emergency Management Committee.

M. Leon Berrett, P.E.
Operations Associate Director
Salt Lake County Public Works
(385) 468-6129
LBerrett@slco.org

Tim Peters – Vice Chair
Public Services Manager
City of West Jordan Public Works
(801) 569-5722
timp@wjordan.com

RESOLUTION NO. 2014-26

A RESOLUTION OF THE CENTERVILLE CITY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF A MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code Ann.* § 11-13-101, *et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects and/or services; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Centerville City desires to enter into the Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management with the other participating agencies to provide mutual assistance in times of emergency as more particularly set forth herein;

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

Section 1. **Agreement Approved**. The City Council of Centerville City hereby accepts and approves the attached Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management between Centerville City and other participating entities regarding mutual aid, attached hereto as **Exhibit "A,"** and incorporated herein by this reference.

Section 2. **Mayor Authorized to Execute**. The City Council of Centerville City hereby authorizes the Mayor to sign the attached Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management for and on behalf of Centerville City.

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

Section 4. **Effective Date**. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 21st DAY OF OCTOBER, 2014.

CENTERVILLE CITY

By:_____
Mayor Paul A. Cutler

ATTEST:

_____
Marsha L. Morrow, City Recorder

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

According to the provisions of the U.C.A. § 10-3-719, as amended, resolutions may become effective without publication or posting and may take effect on passage or at a later date as the governing body may determine; provided, resolutions may not become effective more than three months from the date of passage. I, the municipal recorder of Centerville City, hereby certify that foregoing resolution was duly passed by the City Council and became effective upon passage or a later date as the governing body directed as more particularly set forth below.

DATE: _____

_____
MARSHA L. MORROW, City Recorder

EFFECTIVE DATE: ____ day of _____, 20___.

Exhibit "A"

Mutual Aid Interlocal Agreement for
Utah Public Works Emergency Management

MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT

THIS MUTUAL AID INTERLOCAL COOPERATION AGREEMENT is entered into this _____ day of _____, by _____ and the other Participating Agencies as described herein.

ARTICLE I. PURPOSE

This Agreement is made and entered into by those Public Works and Related Service Agencies who have adopted and signed this Agreement to provide mutual assistance in times of emergency. This Public Works Emergency Management Alliance mutual aid program is established to provide a method whereby Participating Agencies which sustain damage from natural or man-made disasters can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other Agencies. This Agreement also provides a method whereby responding Agencies may be provided with reimbursement for personnel, equipment, materials and other associated services that are made available on an emergency basis. Nothing herein is intended to replace or terminate any pre-existing agreement between any of the Participating Agencies that provide assistance by one Participating Agency's department within the political boundaries of another on a regular or routine basis. Participating Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Participating Agency the sole discretion to determine when its personnel and equipment cannot be spared for assisting other Participating Agencies.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency in accordance with the terms and conditions of this Agreement.

This document is intended to be a companion document to the UTAH WARN (Water, Wastewater Response Network) agreement and used in conjunction with the State of Utah Mutual Aid Agreement (Utah Administrative Code, R704-2, State Wide Mutual Aid Activation).

ARTICLE II. DEFINITIONS

A. AGREEMENT - The Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management. The original Agreement(s) and all signatory pages shall be kept at the Salt Lake County Public Works Administration Building located at 604 West 6960 South, Midvale, Utah 84047, or other location as directed by the Utah Chapter of the American Public Works Association.

B. ALLIANCE - UTAH PUBLIC WORKS EMERGENCY MANAGEMENT ALLIANCE – The mutual aid network consisting of and available to the Participating Agencies as described in this Agreement and the administration of that network.

C. APWA - American Public Works Association

D. ASSISTING Agency – ANY Participating Agency which agrees to provide assistance to a Requesting Agency pursuant to this Agreement.

E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Agency authorized by that Agency to request or offer assistance under the terms of this Agreement.

F. EMERGENCY – Any disaster or calamity involving the area of operation of the Participating Agency, caused by fire, flood, storm, earthquake, civil disturbance, terrorism, or other condition which is or is likely to be beyond the control or ability of the services, personnel, equipment and facilities of a Participating Agency or a "disaster", "state of emergency" or "local emergency" as those terms are defined by the *Emergency Management Act* and the *Disaster Response and Recovery Act* as set forth in Title 53, Chapter 2a, *Utah Code*, as those sections currently exist or may hereafter be amended.

G. EXPENSES – All costs incurred by the Assisting Agency during the Period of Assistance to provide personnel, equipment, materials and other associated services when responding to the Requesting Agency as described in Article VI.

H. PARTICIPATING Agency or Agencies – ANY Agency which executes this Agreement. Participating Agencies may include, City Public Works, County Public Works, Public Utilities (including water, wastewater, power, gas, etc.), Public Services (including solid waste facilities, sanitation, etc.), Special Districts, State Agencies (including UDOT, DFCM, DEQ, etc.), Utah National Guard, and any other agency or group that provides services similar to standard public works type operations.

I. PERIOD OF ASSISTANCE - The period of time beginning with the mobilization of any personnel of the Assisting Agency from any point for the purpose of traveling to the Requesting Agency in order to provide assistance and ending upon the demobilization of all personnel of the Assisting Agency, after providing the assistance requested, to their residence or place of work whichever is first to occur.

J. REQUESTING Agency – ANY Participating Agency which sustains physical damage to its infrastructure due to natural or man-made causes that seeks assistance pursuant to this Agreement.

K. SCHEDULE OF EQUIPMENT RATES – The latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies or the pre-published schedule provided by a Participating Agency by January 15 of each year.

L. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Agency are being used to render assistance to the Requesting Agency. Specifically included within such period of time are breaks when the personnel of the Assisting Agency will return to work within a reasonable period of time. Also included is mutually agreed upon rotation(s) of personnel and equipment.

ARTICLE III. APPLICABILITY

This Agreement is available to all Participating Agencies, upon signing of the Agreement and maintaining a current resource equipment list (as per Utah Administrative Code R704-2) and a schedule of equipment and manpower rates.

ARTICLE IV. ADMINISTRATION

The administration of the Utah Public Works Emergency Management Alliance (Alliance) will be through the Utah Chapter of APWA. The Utah APWA Emergency Management Committee acts as the committee representing the Utah Chapter of APWA.

The Utah Chapter of APWA, on behalf of the Participating Agencies (Alliance) shall:

A. Sponsor an annual meeting for Participating Agencies (scheduled as part of the annual APWA Fall Conference).

B. Maintain a data base of information.

C. Meet as a committee to address and resolve concerns, create and modify procedures and address and resolve any additional policy or legal issues related to the Alliance.

D. Maintain a web site to track Participating Agencies. (Currently, this website is located at http://utah.apwa.net/)

E. The web site may be password protected for only the use of Participating Agencies if deemed appropriate by the APWA Emergency Management Committee.

F. Facilitate and promote a minimum of one training exercise per year. Each Participating Agency is responsible to plan, coordinate, budget and execute one emergency exercise annually.

ARTICLE V. PROCEDURES

In the event that a particular Participating Agency becomes a Requesting Agency, the following procedures shall be followed:

A. A Participating Agency shall not be held liable for failing to be an Assisting Agency.

B. Each Assisting Agency shall respond, when practicable, to requests for emergency assistance by providing such resources as are reasonably available to the Assisting Agency. The Assisting Agency shall have the discretion of determining which resources are reasonably available.

C. The execution of this Agreement shall not create any duty to respond on the part of any Participating Agency.

D. The Requesting Agency may contact other participating members of the Alliance that may be able to provide the requested resources.

E. Necessary information in accordance with the procedures defined in this Agreement shall be shared between Requesting and Assisting Agencies.

F. When contacted by a Requesting Agency, the Authorized Representative of a Participating Agency shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Participating Agency is capable and willing to provide assistance, the Authorized Representative shall notify the Requesting Agency and provide the Requesting Agency with the information as required.

G. The personnel and equipment of the Assisting Agency shall remain, at all times, under the direct supervision of the designated supervisory personnel of the Assisting Agency. The Incident Commander or Unified Commander, as designated by the Requesting Agency, shall provide work assignments and suggest schedules for the personnel and equipment of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel and equipment of the Assisting Agency. The designated supervisory personnel of the Assisting Agency shall maintain daily personnel time records and a log of equipment hours (including breakdowns, if any), be responsible for the operation and maintenance of the equipment furnished by the Assisting Agency, see to the safety of Assisting Agency personnel and report work progress to the Requesting Agency and/or the Incident Commander.

H. When possible, the Requesting Agency shall supply reasonable food and shelter for the Assisting Agency personnel. If the Requesting Agency does not provide food and shelter for the Assisting Agency, the Assisting Agency's designated supervisor is authorized to secure, at the expense of the Requesting Agency, the resources

reasonably necessary to meet the needs of its personnel in coordination with the Requesting Agency's procedures. The cost for such resources must not exceed the state per diem rate for that area. Where costs exceed the per diem rate, the Assisting Agency must document and demonstrate that the additional costs were reasonable and necessary under the circumstances.

I. The Requesting Agency shall provide a communications plan to the Assisting Agency prior to arrival.

J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS)

K. The Incident Commander or Unified Commander shall, as soon as reasonably possible, release the personnel, equipment and materials of the Assisting Agency from the Emergency. The personnel, equipment and materials of the Assisting Agency shall, if practical, be released before the personnel, equipment and materials of the Requesting Agency are released.

L. To the extent permitted by law, Assisting Agency personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.

M. Personnel, equipment and materials of the Assisting Agency shall be released from the Emergency when it is determined by the Incident Commander or the Unified Commander that the services provided by the Assisting Agency are no longer required or when the supervisory personnel of the Assisting Agency informs the Incident Commander or the Unified Commander that the personnel, equipment and materials provided by the Assisting Agency are otherwise needed by the Assisting Agency.

N. Credentialing; Each Participating Agency shall provide its own credentialing for identification purposes.

ARTICLE VI. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be determined by standard and prevailing rates of the Participating Agencies. If the Assisting Agency and the Requesting Agency agree to the reimbursement of expenses, reimbursement shall be in accordance with the following provisions:

A. PERSONNEL – During the Period of Assistance, the Assisting Agency shall continue to pay its employees according to its then prevailing rules, regulations, policies and procedures. The Requesting Agency shall reimburse the Assisting Agency for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.

B. EQUIPMENT – The Requesting Agency shall reimburse the Assisting Agency for the use of the Assisting Agency's equipment during the Period of Assistance according to the *Schedule of Equipment Rates* established and published by FEMA. All Participating Agencies shall maintain a current list of equipment available (as per Utah Administrative Code R704-2) and the rates for that equipment upon executing this Agreement. If an Assisting Agency uses an alternate basis of rates for equipment listed on the FEMA *Schedule of Equipment Rates*, the rates of the Assisting Agency shall prevail.

C. MATERIALS AND SUPPLIES – The Requesting Agency shall reimburse the Assisting Agency for all materials and supplies furnished by the Assisting Agency and used or damaged during the Period of Assistance, unless such damage is caused by the negligence of the Assisting Agency's personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Requesting Agency will replace, with a like kind and quality as determined by the Assisting Agency, the materials and supplies used or damaged.

D. PAYMENT – Unless mutually agreed otherwise, the Assisting Agency shall bill the Requesting Agency for all expenses no later than ninety (90) days following the release of the Assisting Agency's personnel and equipment from the Period of Assistance. The Requesting Agency shall pay the bill in full no later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46th) day following the billing date. The Assisting Agency may request additional periods of time within which to submit the itemized bill, and the Requesting Agency shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Agency.

E. Each Assisting Agency and its duly authorized representatives shall have access to a Requesting Agency's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Agency and their duly authorized representatives shall have access to the Assisting Agency's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years where required by law.

F. DISPUTED BILLINGS – Undisputed portions of a billing shall be paid under this payment plan. Disputed portions of the billing shall be coordinated and addressed as appropriate between the Agencies involved in the dispute.

ARTICLE VII. INSURANCE

Each Participating Agency shall bear the risk of its own actions, as it does with its day-to- day operations, and determine for itself what kinds of insurance and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any

sovereign immunity provided by the Governmental Immunity Act of Utah or other exemption or limitation on liability that a Participating Agency may enjoy.

ARTICLE VIII. NO SEPARATE ENTITY OR ACQUISITION OF PROPERTY

This Agreement is an interlocal cooperative agreement under Utah Code. This Agreement does not create any separate legal entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the Authorized Representatives of the Participating Agencies, acting as a joint board.

No real or personal property shall be acquired jointly by the Participating Agencies to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Participating Agencies. To the extent that a Participating Agency acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, it shall do so in the same manner that it deals with other property of such Participating Agency.

ARTICLE IX. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Participating Agency of any obligation or responsibility imposed upon it by law or other agreement.

ARTICLE X. INDEMNIFICATION AND HOLD HARMLESS

A. Consistent with Utah Code, the Requesting Agency shall indemnify and save harmless the Assisting Agency and the officers, employees and representatives of the Assisting Agency, if they are acting within the course and scope of their duties, from all claims, suits, actions, damages and costs of every kind, including but not limited to reasonable attorney's fees and court costs, arising or resulting from the performance or provision of services and materials by the Assisting Agency under this Agreement unless there is a determination that such claims are the result of negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency. This Agreement shall not be construed to be a waiver of any rights or protections provided to any Participating Agency under the Governmental Immunity Act of Utah.
B. The Assisting Agency shall hold harmless and indemnify the Requesting Agency and the officers, employees and representatives of the Requesting Agency against any liability for any and all claims arising from any damages or injuries caused by negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency except to the extent of the negligence of the Requesting Agency or the officers, employees or representatives of the Requesting Agency. This agreement shall not be construed to be a waiver of any rights or protections

provided to any Participating Agency under the Governmental Immunity Act of Utah.

C. Subject to the foregoing, nothing in this Agreement shall be construed as an agreement by a Participating Agency to indemnify or hold harmless, or in any way assume liability, if there is a determination that any personal injury, death or property loss or damage was caused by the negligence of any other Participating Agency or person.

D. Nothing herein shall be construed to waive any of the privileges and immunities associated with public works services or other related services, including emergency or other services of any of the Participating Agencies. No party waives any defenses or immunity available under the Utah Governmental Immunity Act, nor does any party waive any limits of liability currently provided by the Act.

E. Each Participating Agency shall be solely responsible for providing workers compensation, insurance, and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Participating Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

ARTICLE XI. TERM

This Agreement shall have an initial term of fifty (50) years commencing upon the effective date of this Agreement.

ARTICLE XII. TERMINATION

Any Participating Agency may terminate its obligations under and participation in this Agreement, with or without cause, by giving the Alliance at least thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any individual Participating Agency shall not affect the validity of this Agreement as to the remaining Participating Agencies. Withdrawal from this Agreement shall in no way affect a Requesting Agency's duty to reimburse the Assisting Agency for costs incurred during a Period of Assistance which occurred during the term of this Agreement, which duty shall survive such withdrawal.

ARTICLE XIII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole agreement of the parties, written or oral, relating to the subject matter of this Agreement. This Agreement may be amended in whole or in part at any time by the Participating Agencies by submitting a written amendment to the Alliance. The amendment shall be submitted to the Participating Agencies of the Alliance for a majority vote. The vote by the Participating Agencies will be conducted by mail. Participating Agencies who fail to vote will have their vote counted as an affirmative vote.

ARTICLE XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE XV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Participating Agency specifically herein.

ARTICLE XVI. EFFECTIVE DATE

This Agreement shall be effective as to a particular Participating Agency executing this Agreement upon the date of execution of this Agreement by that Participating Agency. Completion and maintaining of a resource equipment list (as per Utah Administrative Code R704.2) and a schedule of equipment and manpower rates is required thereafter.

ARTICLE XVII. AUTHORIZATION

The individuals signing this Agreement on behalf of the Participating Agency confirm that they are a duly Authorized Representative of the Participating Agency and are lawfully enabled to sign this Agreement on behalf of the Participating Agency.

ARTICLE XVIII. REVIEW BY AUTHORIZED ATTORNEY

In accordance with the Utah Interlocal Cooperation Act this Agreement shall be submitted to the attorney authorized to represent each Participating Agency for review as to proper form and compliance with applicable law before this Agreement may take effect.

ARTICLE XIX. RESOLUTIONS OF APPROVAL NOT REQUIRED

This Agreement may be approved and executed as an executive function in accordance with the provisions of the Utah Interlocal Cooperation Act and the adoption of a resolution of approval is normally not required.

ARTICLE XX. COUNTERPARTS

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

ARTICLE XXII. FILING OF AGREEMENT

An executed counterpart of this Agreement shall be filed with the keeper of records of each Participating Agency. An executed counterpart of this Agreement shall also be filed with the APWA Utah Chapter, representing the Alliance.

In witness whereof, each Participating Agency hereto has executed this Agreement on the respective signature page of that Participating Agency as of the date specified by its signature block.

ARTICLE XXIII. PERSONNEL NOT AGENTS

The employees of the Participating Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the Participating Agency that hired them. Each Participating Agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each Participating Agency shall hold the other harmless therefrom. The Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for any injury or sickness arising out of his or her employment, and the Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

ARTICLE XXIV. ADDITIONAL AGENCIES

Any subdivision of the State of Utah not specifically named herein ("Prospective Agency") which shall hereafter sign this Agreement or a copy hereof shall become a Participating Agency. Any Agency which becomes a newly accepted Participating Agency is entitled to all the rights and privileges and subject to the obligations of any Participating Agency as set out herein.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating Agency listed here, as a Participating Agency, duly executes this Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management this _____ day of _____ 20___.

Agency _____

By: _____ By: _____

Title_____ Title: _____

Approved as to form and legality

By: _____
Agency's Attorney

RESOLUTION NO. 2014-27

A RESOLUTION DESIGNATING THE CITY ATTORNEY TO ACT AS THE CITY'S FEDERALISM DESIGNEE IN ACCORDANCE WITH PROVISIONS OF UTAH LAW

WHEREAS, pursuant to *Utah Code Ann.* § 63C-4a-306, as adopted by the Utah Legislature in the 2014 Legislative General Session, the City is required to appoint at least one designee to attend a seminar on the principles of federalism at least once in every two-year period and to which all questions and inquiries regarding federalism shall be directed; and

WHEREAS, the City Council desires to appoint the City Attorney to act as the City's federalism designee in accordance with the requirements of *Utah Code Ann.* § 63C-4a-306, as amended.

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

Section 1. **Designation.** The City Attorney is hereby appointed to act as the City's federalism designee to perform such duties and obligations as set forth in *Utah Code Ann.* § 63C-4a-306, as amended. The City Attorney shall serve as the City's federalism designee for an undefined term and shall serve until a qualified successor is designated.

Section 2. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage. The designation set forth herein shall become effective on January 1, 2015.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 21st DAY OF OCTOBER, 2014.

CENTEVILLE CITY

By:_____
Mayor Paul A. Cutler

ATTEST:

_____
Marsha L. Morrow, City Recorder

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

According to the provisions of the U.C.A. § 10-3-719, as amended, resolutions may become effective without publication or posting and may take effect on passage or at a later date as the governing body may determine; provided, resolutions may not become effective more than three months from the date of passage. I, the municipal recorder of Centerville City, hereby certify that foregoing resolution was duly passed by the City Council and became effective upon passage or a later date as the governing body directed as more particularly set forth below.

DATE: _____

_____
MARSHA L. MORROW, City Recorder

EFFECTIVE DATE: ____ day of _____, 20___.

CONTINUING EDUCATION ON FEDERALISM

2014 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Ken Ivory

Senate Sponsor: Mark B. Madsen

LONG TITLE

General Description:

This bill requires the Commission on Federalism to create a curriculum for a seminar on federalism that will then be required for a designated person from certain state and local agencies.

Highlighted Provisions:

This bill:

- requires the Commission on Federalism to create a curriculum on federalism;
- sets out parameters for the curriculum; and
- requires certain agencies, political subdivisions, and offices to designate a person to attend a seminar on federalism at least once every two years.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

63C-4a-303, as renumbered and amended by Laws of Utah 2013, Chapter 101

ENACTS:

63C-4a-306, Utah Code Annotated 1953

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **63C-4a-303** is amended to read:

63C-4a-303. Duties of Commission on Federalism.

(1) In accordance with Section 63C-4a-304, the commission may evaluate a federal law:

(a) as agreed by a majority of the commission; or

(b) submitted to the commission by a council member.

(2) The commission may request information regarding a federal law under evaluation from a United States senator or representative elected from the state.

(3) If the commission finds that a federal law is not authorized by the United States Constitution or violates the principle of federalism as described in Subsection 63C-4a-304(2), a commission cochair may:

(a) request from a United States senator or representative elected from the state:

(i) information about the federal law; or

(ii) assistance in communicating with a federal governmental entity regarding the federal law;

(b) (i) give written notice of an evaluation made under Subsection (1) to the federal governmental entity responsible for adopting or administering the federal law; and

(ii) request a response by a specific date to the evaluation from the federal governmental entity; and

(c) request a meeting, conducted in person or by electronic means, with the federal governmental entity, a representative from another state, or a United States Senator or Representative elected from the state to discuss the evaluation of federal law and any possible remedy.

(4) The commission may recommend to the governor that the governor call a special session of the Legislature to give the Legislature an opportunity to respond to the commission's evaluation of a federal law.

(5) A commission cochair may coordinate the evaluation of and response to federal law with another state as provided in Section 63C-4a-305.

(6) On May 20 and October 20 of each year, the commission shall submit a report by

electronic mail to the Legislative Management Committee and the Government Operations Interim Committee that summarizes:

(a) action taken by the commission in accordance with this section; and

(b) action taken by, or communication received from, any of the following in response to a request or inquiry made, or other action taken, by the commission:

(i) a United States senator or representative elected from the state;

(ii) a representative of another state; or

(iii) a federal entity, official, or employee.

(7) The commission shall keep a current list on the Legislature's website of:

(a) a federal law that the commission evaluates under Subsection (1);

(b) an action taken by a cochair of the commission under Subsection (3);

(c) any coordination undertaken with another state under Section 63C-4a-305; and

(d) any response received from a federal government entity that was requested under Subsection (3).

(8) The commission shall develop curriculum for a seminar on the principles of federalism. The curriculum shall be available to the general public and include:

(a) fundamental principles of federalism;

(b) the sovereignty, supremacy, and jurisdiction of the individual states, including their police powers;

(c) the history and practical implementation of the Tenth Amendment to the United States Constitution;

(d) the authority and limits on the authority of the federal government as found in the United States Constitution;

(e) the relationship between the state and federal governments;

(f) methods of evaluating a federal law in the context of the principles of federalism;

(g) how and when challenges should be made to a federal law or regulation on the basis of federalism;

(h) the separate and independent powers of the state that serve as a check on the federal

government;

(i) first amendment rights and freedoms contained therein; and

(j) any other issues relating to federalism the commission considers necessary.

(9) The commission may apply for and receive grants, and receive private donations to assist in funding the creation, enhancement, and dissemination of the curriculum.

Section 2. Section **63C-4a-306** is enacted to read:

63C-4a-306. Course on federalism required.

(1) This section shall apply to:

(a) all political subdivisions of the state;

(b) all agencies of the state;

(c) the Attorney General's office; and

(d) the Office of Legislative Research and General Counsel.

(2) Beginning January 1, 2015, an employing entity listed in Subsection (1) shall appoint at least one designee to which all questions and inquiries regarding federalism shall be directed. The designee shall be required to attend a seminar on the principles of federalism developed pursuant to Subsection 63C-4a-303(8) at least once in every two-year period.

(3) The designee may complete the requirements of this section by attending a seminar in person or online.

RESOLUTION NO. 2014-28

A RESOLUTION AMENDING THE CENTERVILLE CITY FEE SCHEDULE REGARDING CEMETERY INTERMENT FEES FOR INFANT OR CREMATED REMAINS

WHEREAS, the City Council has previously adopted the Centerville City Fee Schedule; and

WHEREAS, the City Council desires to amend Section VII of the City Fee Schedule regarding Cemetery Fees for interment of infant or cremated remains buried in a burial space that is already occupied by a deceased person as more particularly set forth herein; and

WHEREAS, the City Council has determined that the fees set forth herein are reasonable and necessary to properly provide for the maintenance, care and operation of the City Cemetery.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF CENTERVILLE, UTAH, AS FOLLOWS:

Section 1. Amendment. The City Council hereby amends Section VII.A.2 of the Centerville City Fee Schedule regarding Interment Fees to add a new footnote "p" to the Interment heading to read in its entirety as follows:

> [p] An infant or the ashes of a deceased person placed in a burial space with another deceased person, as approved by the Parks and Recreation Director in accordance with Centerville City Ordinance Section 8-03-090, shall not be required to pay non-resident interment fees and shall be subject to the resident interment fees regardless of domicile or interest.

Section 2. Renumbering. The City Council hereby amends Section VII.A.2 of the Centerville City Fee Schedule to renumber the existing footnote "p" to footnote "q" and renumbering the existing footnote "q" to footnote "r".

Section 3. Severability. If any section, clause or portion 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 4. Effective Date. This Resolution shall become effective immediately upon passage and the fees adopted herein shall become effective as of October 1, 2014.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, ON THIS 21st DAY OF OCTOBER, 2014.

CENTERVILLE CITY

By: _____
Mayor Paul A. Cutler

ATTEST:

_____
Marsha L. Morrow, City Recorder

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

According to the provisions of the U.C.A. § 10-3-719, as amended, resolutions may become effective without publication or posting and may take effect on passage or at a later date as the governing body may determine; provided, resolutions may not become effective more than three months from the date of passage. I, the municipal recorder of Centerville City, hereby certify that foregoing resolution was duly passed by the City Council and became effective upon passage or a later date as the governing body directed as more particularly set forth below.

_____ DATE: _____
MARSHA L. MORROW, City Recorder

EFFECTIVE DATE: ____ day of _____, 20___.

C. **MISCELLANEOUS LICENSES**

1.	Bicycle License	$0.50
2.	Fees for Raising Chickens and/or Rabbits [64]	
(a)	Permit Fee (Initial Application)	$10.00
(b)	Annual Renewal Fee	$5.00

VII. CEMETERY & PARKS FEES

A. **CEMETERY** [65]

		Resident [k]	Non-Resident [l]
1.	Burial Right [m]		
	(a) Old Plats, A, B, C, D	$300.00	$300.00
	(b) New Section E [n]	$600.00	$600.00
2.	Interment [o]		
	(a) Weekdays (before 5:00 p.m.):	$320.00	
	(i) Old Section A,B,C,D		$820.00
	(ii) New Section E		$1,320.00 [66]
	(b) Weekdays (after 5:00 p.m.) and on Saturdays:	$480.00	
	(i) Old Section A,B,C,D		$980.00
	(ii) New Section E		$1,480.00 [67]
3.	Perpetual Care Fee [68, p]	$300.00	$300.00
4.	Disinterment	Actual Costs ($500.00 Deposit)	Actual Costs ($500.00 Deposit)

[k] As used herein, the term "Resident" shall be defined as:

(a) Any person who was domiciled within the corporate limits of Centerville City, Utah, at the time of death, regardless of actual place of death; or

(b) Any person owning real property within the corporate limits of Centerville City, Utah, at the time of death, regardless of the residence or domicile of such person; or

(c) Any person who was a legal resident of Centerville, Utah, at the time of death, regardless of domicile; or

(d) Any person who was formally domiciled within the corporate limits of Centerville City, Utah, immediately prior to moving from the City for the purpose of becoming domiciled in any facility for the purpose of receiving medical or residential care.

[l] As used herein, the term "Non-Resident" shall mean and be defined as any person who does not meet the definition of "Resident" as set forth herein.

[m] A maximum of four (4) burial rights may be purchased by the occupants of any household. Non-residents shall be permitted to purchase a Right of Burial in the cemetery on an immediate need basis only; provided that at the time of need, two (2) Rights of Burial may be purchased.

[n] Three hundred dollars ($300) of the Plat E Burial Right fee shall be placed in the Perpetual Care Fund for the City Cemetery; the remainder of the fee ($300) shall be placed in the City General Fund. Burial Rights for a double-depth vault burial space in Plat E may be purchased for the same fee as a single-depth **Burial Right; however, the purchaser must pay two Perpetual Care fees.**

[o] Five hundred dollars ($500) of the non-resident interment fee for Sections A,B,C,D shall be placed in the Perpetual Care Fund for the City Cemetery; the remainder of the fee shall be placed in the City General Fund. One thousand dollars ($1,000) of the non-resident interment fee for Section E shall be placed in the Perpetual Care Fund for the City Cemetery; the remainder of the fee shall be placed in the City General Fund.

[p] All burial rights and burials within the Centerville Cemetery shall be subject to a Perpetual Care Fund fee, including infants or cremated remains buried in a space that is already occupied. Except as provided herein, the Perpetual Care Fee shall be paid at the time of purchase of Burial Rights. In the event the Perpetual Care Fee is not paid at the time of purchase of the Burial Rights, the Perpetual Care Fee shall be paid at the time of Interment. Purchasers of Burial Rights for a double-depth vault burial space shall pay two Perpetual Care fees.

5.	Upright Headstone Fee [q]	$100.00	$100.00

B. PARK RENTAL [69, 70]

		Up to 5 Hours	All-Day (More than 5 Hours)
1.	Resident	$25.00	$50.00*
2.	Non-Resident	$50.00	$100.00*
3.	Refund Policy	The City may refund park reservation fees according to the following:	

a. If notice of cancellation is received by the Centerville City Finance Department (Business Office) seven (7) or more days prior to said park reservation, a full refund less $10.00, will be issued by the City. No refund will be issued if reservation is cancelled less than seven (7) days in advance.

b. If a reservation is made within the seven-day non-refund period, no refund will be issued if said reservation is cancelled.

c. In cases where inclement weather (this refers to precipitation, not temperature) requires cancellation, upon notification of the Finance Department by the next business day and upon approval by the Parks and Recreation Director, a refund of 50% will be issued by the City, or alternately, fee may be applied to another reservation.

* All-day use: Reservation fees double if the size of the group exceeds the pavilion capacity and the reservation is for more than 5 hours. Arrangement must be made with the Parks and Recreation Director before an all-day reservation is made and a Park Pavilion Reservation Addendum must be filled out to reserve a pavilion for more than 5 hours for a group that exceeds the pavilion capacity. A deposit and additional fees may be assessed to cover additional costs, such as porta-potties, garbage dumpsters, security, barricades, etc.

C. SPORTS FIELD USE [71, 72]

1.	Unlighted field use	$5.00 per Game (Limit 2 Hours); Paid in Advance
2.	Lighted field use	$25.00 for Every Two Hours of Use; Paid in Advance
3.	Baseball Field Preparation	$20.00
4.	Portable pitching mound rental	$25.00 per Day

[q] All funds received for upright headstone fees shall be placed in the Perpetual Care Fund for the City Cemetery.

8-03-090. Right of Burial.

(a) It shall be unlawful for any person to bury the remains of a deceased person in the City Cemetery without first purchasing a Right of Burial certificate from the City. The Right of Burial is not the purchase of a property interest within the City Cemetery, but merely a right to bury someone therein.

(b) The City Treasurer, or designee, may sell a Right of Burial in the City Cemetery for burial purposes only and collect all sums arising from the sales. The City is hereby empowered to regulate, by resolution, the selling price, size, and use of burial spaces.

(c) The City Treasurer, or designee, shall deliver to each purchaser a Right of Burial certificate for each burial space, showing the description thereof, and stating the price paid therefor. The City shall keep duplicates of all certificates issued as part of the City records.

(d) A Right of Burial certificate shall be exempt from execution, taxation or assessment for care and maintenance from and after full payment of the purchase price including the perpetual care fee. Payments made pursuant to this section shall not be construed to be payment for cemetery services other than perpetual care or prepaid maintenance.

(e) No other improvements, changes, or services, except perpetual care shall be made on any burial space without the certificate holder or heirs first submitting to, and receiving from the Parks and Recreation Director, written approval for such improvements, changes, or services, which improvements, changes, or services shall be subject to the rules and regulations promulgated by the City Council.

(f) No burial right for any specifically designated burial space may be purchased that would leave a single burial space left for purchase.

(g) Except as otherwise provided herein for infant or cremation burials or double depth burial spaces, only one deceased person may be buried in a burial space. Two deceased persons may be buried in an approved double depth vault burial space in accordance with the provision of Section 8-03-130. An infant or the ashes of a deceased person may be placed in a burial space with another deceased person upon written approval of the Parks and Recreation Director; provided, there is sufficient room in the burial space for such remains. Approved double depth vault burial spaces and burial spaces approved for the burial of infant or ashes as provided herein, shall be subject to the marker and monument restrictions set forth in Section 8-03-240 and Section 8-03-250. Only one burial right or burial space fee is required to be paid for double depth burial spaces and infant or ashes buried in a burial space as more particularly set forth in the City Fee Schedule regarding burial right; but, each body or ashes buried therein shall be required to pay the applicable interment and perpetual care fees as more particularly set forth in the City Fee Schedule.

(h) Subject to the provisions of this Chapter, residents of the City may purchase a Right of Burial in the City Cemetery at any time; provided that a maximum of four (4) Rights of Burial may be purchased by the occupants of any one household unless there is immediate need for the use of more. Non-residents shall be permitted to purchase a Right of Burial in the City Cemetery on an immediate need basis only; provided that at the time of need, two (2) Rights of Burial may be purchased. For purposes of this Section, "resident" and "non-resident" shall have the meaning set forth in the City Fee Schedule regarding Cemetery and Park Fees.

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 3.

Short Title: Active Shooter Training

Initiated By: City's Emergency Management Group

Scheduled Time: 7:15

SUBJECT

RECOMMENDATION

BACKGROUND

In one of their monthly meetings, the City's Emergency Management Group (Councilman Averett, Steve Thacker, Paul Child and Bruce Cox) agreed it would be useful for employees and City officials to receive Active Shooter training given by Assistant Police Chief Paul Child. Employees have already received this training. An abbreviated version of this training will be given to Council members at Tuesday's meeting. Planning Commission members will also be invited.

HOW TO RESPOND

WHEN AN ACTIVE SHOOTER IS IN YOUR VICINITY

QUICKLY DETERMINE THE MOST REASONABLE WAY TO PROTECT YOUR OWN LIFE. CUSTOMERS AND CLIENTS ARE LIKELY TO FOLLOW THE LEAD OF EMPLOYEES AND MANAGERS DURING AN ACTIVE SHOOTER SITUATION.

1. EVACUATE

- Have an escape route and plan in mind
- Leave your belongings behind
- Keep your hands visible

2. HIDE OUT

- Hide in an area out of the active shooter's view.
- Block entry to your hiding place and lock the doors

CALL 911 WHEN IT IS SAFE TO DO SO

3. TAKE ACTION

- As a last resort and only when your life is in imminent danger.
- Attempt to incapacitate the active shooter
- Act with physical aggression and throw items at the active shooter

HOW TO RESPOND
WHEN LAW ENFORCEMENT ARRIVES ON THE SCENE

1. HOW YOU SHOULD REACT WHEN LAW ENFORCEMENT ARRIVES:

- Remain calm, and follow officers' instructions
- Immediately raise hands and spread fingers
- Keep hands visible at all times
- Avoid making quick movements toward officers such as attempting to hold on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

2. INFORMATION YOU SHOULD PROVIDE TO LAW ENFORCEMENT OR 911 OPERATOR:

- Location of the active shooter
- Number of shooters, if more than one
- Physical description of shooter/s
- Number and type of weapons held by the shooter/s
- Number of potential victims at the location

RECOGNIZING SIGNS
OF POTENTIAL WORKPLACE VIOLENCE

AN ACTIVE SHOOTER MAY BE A CURRENT OR FORMER EMPLOYEE. ALERT YOUR HUMAN RESOURCES DEPARTMENT IF YOU BELIEVE AN EMPLOYEE EXHIBITS POTENTIALLY VIOLENT BEHAVIOR. INDICATORS OF POTENTIALLY VIOLENT BEHAVIOR MAY INCLUDE ONE OR MORE OF THE FOLLOWING:

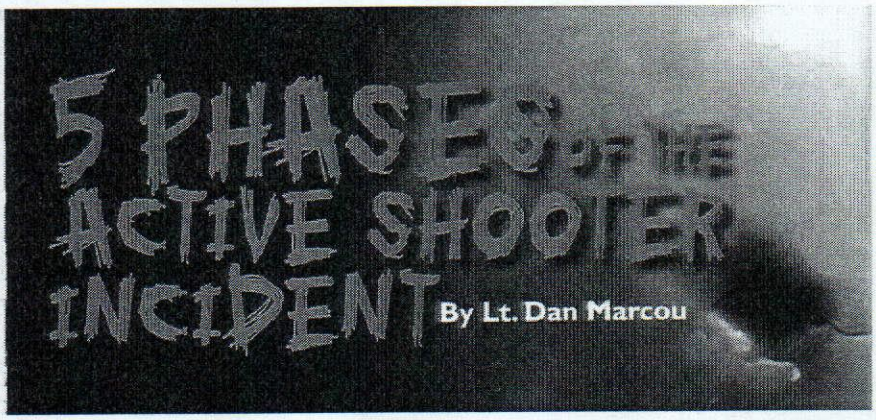
- Increased use of alcohol and/or illegal drugs
- Unexplained increase in absenteeism, and/or vague physical complaints
- Depression/Withdrawal
- Increased severe mood swings, and noticeably unstable or emotional responses
- Increasingly talks of problems at home
- Increase in unsolicited comments about violence, firearms, and other dangerous weapons and violent crimes

Contact your building management or human resources department
for more information and training on active shooter response in your workplace.

PoliceOne.com News

10/01/2007

5 Phases of the Active Shooter Incident



The term "active shooter" is a perfect description for what happens in these increasing familiar incidents. One or more people begin shooting everyone in sight, either for a specific purpose or simply at random. As to be expected, when a new rash of crimes comes into being, law enforcement begins adapting and gearing up to meet the challenges the incidents present. Unfortunately, we have learned the hard way that to wait for a SWAT team to respond at the scene will not save a single person. An active shooter incident requires an immediate, effective and efficient act of courage. Whether a police officer is on or off duty, he needs to ride to the sound of the guns, and end the threat as quickly as possible.

The list of cities struck by the phenomenon of active shooters is tragically long. These incidents have occurred in places as diverse as Austin, Texas; Edmond, Okla.; Moss Lake, Wash.; Littleton, Colo.; Jonesboro, Ark.; Oak Creek, Wis.; Red Lake, Minn.; Montreal; Los Angeles; Nickel Mines, Penn.; Blacksburg, Va.; and Honolulu. Basically, they are not limited to one geographic or socioeconomic area. Therefore, law enforcement agencies all over the country are designing training programs to address the possibility that they might face similar threats in their jurisdictions. Their ultimate goal is to eliminate and minimize casualties in the event their officers are met with this unique challenge.

Police departments do not have to wait until bullets are flying and people are dying to stop the active shooter. Sometimes, officers are able to step between the shooter and his intended victims long before the screaming and bleeding begins. There are five phases of this type of incident.

1. Fantasy stage
2. Planning stage
3. Preparation stage
4. Approach stage
5. Implementation stage

Fantasy stage
Initially, the shooter only dreams of the shooting. He fantasizes about the headlines and the news coverage he'll receive. He pictures breaking the death count record of the previous active shooter, and going out in a blaze of glory. He may draw pictures of the event, make Web postings and even discuss these desires with friends and foes alike. If these fantasies are passed on to law enforcement, police intervention can take place prior to the suspect's attack. In this case, there may even be zero casualties.

Planning stage
The suspect is still a potential active shooter at this stage. He is determining logistics – the who, what, when, where and how of the infamous day. He may put plans down in writing and will often discuss these plans with others. A time and location will be decided upon – one that will ensure the greatest number of victims or, in some cases, target specific individuals. The potential shooter will determine the weapons needed and how they will be obtained. He will decide how to travel to the target location and how to dress to conceal his weapons without arousing suspicion. If the police are tipped off at this time, intervention may be made with zero casualties.

Preparation stage
A law enforcement agency can still intervene during the preparation stage. The suspect may be obtaining gun powder or other chemicals for his improvised explosive devices. He might break into a house to steal weapons and ammunition and/or hide them away in a designated place closer to where he plans to attack. He may also do a practice run or walkthrough of the operation, gearing himself up for the assault. Potential shooters have been known to call friends and tell them not to go to school or work on a certain day, in order to keep them out of the line-of-fire. If one of these people informs police of their concerns, there is another opportunity for law

enforcement to intervene before the event. If this is the case, there is a real possibility that there may be zero casualties.

Approach stage
The closer the time to the planned event, the more dangerous it will be for an officer taking action. By the approach stage, the suspect has made his plans and has committed himself to carry out the act. At this point, he is actually moving toward the intended target and will most likely be carrying the tools that he'll use for the massacre.

Officers may come into contact with the suspect at this stage because of a citizen complaint, a traffic stop or something simialr. A thorough investigation can lead to an arrest of the suspect before he brings down a multitude of innocent people in a shooting or bombing. However dangerous the stop, an alert and armed officer has a final chance to intervene if he is prepared and aware during every street contact. This contact could become a lifesaver and may end in zero casualties.

The implementation stage
Once the shooter opens fire, immediate action must be taken. Initial responding officers need to immediately proceed to the suspect and stop the threat. If he is not stopped, the active shooter will continue to kill until he runs out of victims or ammunition. Remember, the active shooter is unique because he is going for the "top score," or the highest number of kills on record for an active shooter incident. It is almost like a bizarre video game, except it's real.

The sooner someone – anyone – effectively intervenes through an act of courage, the fewer funerals will result. In past incidents, active shooters have been thwarted by police officers, security guards and school teachers. In October 2006, Principal John Klang of Weston High School in Cazenovia, Wis., died wrestling an armed 15 year-old student to the floor. Klang saved every life in the school – except his own.

Responding officers will need to practice Quick Aggressive Deployment, also known as QUAD, in case the suspect goes on a shooting rampage. Law enforcement officers who respond will be able to utilize these following factors to their advantage:

- Someone must stop the shooter, thereby ending the killing spree.
- The shooter will be highly focused on spraying bullets into as many people as possible.
- Expect the scene to be loud and chaotic.
- Use the chaos to move quietly to an advantageous position.
- Terrified victims and the sound of gunfire will direct officers to the shooter.
- When an active shooting is in progress, officers do not have to verbalize warnings or requests if it endangers lives. Take the shot! Make the shot!
- If the subject is contained in a nonviolent pose, officers should begin negotiations and initiate a classic SWAT response.

On-duty tactics
A single officer responding to an active shooter must realize that, while he may be able to minimize some of the carnage, the shooter is ultimately responsible for all casualties. This is a vital piece of knowledge – police are not responsible for the casualties. Preparation for active shooter incidents should be made in advance. Each officer has only a moment to decide whether to contain and wait for additional units, or to take immediate action, because innocent victims are dying with each shot. This is a dire situation and you may have to risk your life.

The first responding officer should radio as much information as possible, outlining what appears to be going on and all other relevant data. This transfer of information makes it easier for follow-up elements to respond. Making an entry with four is better than three. Making an entry with three is better than two. Making an entry with two is better than one. Making an entry with one is better than none. Breathe, think and advance using the chaos as a diversion. Remember "long guns for long halls." Officers need superior firepower. Officers may have to pass rooms and courtyards that have not been cleared in order to reach the shooter. Gather as many facts as possible. Move to a position of advantage that affords a field of vision and cover, as well as a clear shot at the suspect. Attempt to do this without alerting the suspect. Quickly assess the suspect's actions. If he is shooting, do not advise, warn or request. Take the shot! Make the shot! Look for additional threats. Communicate the situation and location. Reload during the lull while watching the suspect and looking for accomplices. Secure the suspect. Assess his condition.

Off-duty response
Police officers who carry a firearm while off duty should ask themselves:

- Do I have a weapon I have trained with?
- Do I have a way to identify myself as a police officer?
- Do I have a way to secure a suspect?
- Do I have a way to communicate (such as a cell phone)?
- Do I have reload capability?
- Have I done hands-on training in responding to the active shooter?

If you answered no to any of these questions, take additional action so you can answer yes.

Officers who do not carry a firearm while off duty should ask themselves the following:

- Should I carry while off duty in a post 9/11 world?
- If someone was shooting in my child's school, would I take action armed or not?
- If I was about to be shot by an active shooter, would I refuse to go quietly into the night?

If you answered yes to any of these questions, you need to consider carrying a weapon while off duty. Research your department's policy and the laws in your area. Recent changes in federal law make it easier for a sworn police officer to carry a concealed weapon outside his jurisdiction when off duty. New laws have been enacted to allow retired police officers to carry concealed weapons, if they are trained and have a proper identification and authorization from their agencies.

Unarmed action

I am not suggesting officers meet deadly force with empty hands. However, an active shooter incident may literally be "do or die." Officers are warriors. When a warrior is armed, any weapon he carries he should be trained with to the point that it's an extension of his being. Officers should also train in the naked warrior philosophy, so that even when unarmed, they are deadly and dangerous, should they have to protect innocents.

Officers should ask themselves:

> Do I train in disarming techniques for the worst case scenario?
> Do I practice "if-then thinking" while I am off-duty in order to identify all of the deadly, improvised weapons I could use as a last resort?
> Could I apply deadly force effectively with my own hands?

The active shooter is a very real challenge of our time. Any one or more of us reading this article may be faced with this situation. It doesn't matter if you are a patrol officer, police chief, sheriff, deputy or school liaison officer, or whether you are on or off duty. Somewhere, someday, an active shooter may be a threat to you, your family and the people you are sworn to protect. When you least expect it, you may have to ride to the sound of guns. Be prepared.

About the author

Lt. Dan Marcou retired after 32 years of law enforcement service. He was a highly decorated member of the La Crosse Wisconsin Police Department.

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CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 4.

Short Title: Police Chief's request for additional police officer

Initiated By: City Manager and Police Chief

Scheduled Time: 7:35

SUBJECT

RECOMMENDATION

Allow Police Chief Neal Worsley to provide justification for funding an additional police officer, as included in the FY 2015 Budget. The City Manager recommends the City Council authorize the hiring of this additional officer.

BACKGROUND

The FY 2015 Adopted Budget includes funding for an additional police officer, subject to specific authorization by the City Council. The City Manager has met with Chief Worsley and reviewed the data that, in his opinion, supports the Chief's request. This data/analysis is attached. Most notable is the Type 1 crime rate per 1000 population, and in particular, the Larceny crime rate per 1000. This is shown for 2006 and 2012 and compares those crime rates with the other cities in Davis County. 2006 was chosen as the baseline because this was the first full year after the most recent police officer position was added to the department (in 2005). The 2013 report of crime rates for Davis County cities is not yet available, so 2012 is the latest comparison we can make with the other cities. Note that in 2006, Centerville's Type 1 crime rate and Larceny crime rate were #9 and #8, respectivley, in the ranking of Davis County cities from highest to lowest. **In 2012, Centerville's rankings are #2 and #1, respectively, for those crime rates.** The Larceny category includes shoplifting, theft from building, theft from motor vehicle, identity theft, and several other crimes. These are heavily related to the commercial retail activity in Centerville.

The other attachments also lend support to the Chief's request, but will be explained at the council meeting. The bar graphs illustrate the hours the Police Department has spent in **non-crime** activity over a five-year period, 2009 to 2013, for the City as a whole, and for Grids #1 and #8. Grid #1 is everything west of I-15 and Grid #8 is the "big box" area--or everything between Parrish and Porter and between I-15 and Main Street. Bottom line, less time is being spent in traffic activity and patrol/security in the City as a whole because of other demands upon the Police Department. This will be further explained at the council meeting.

Chief Worsley has asked the Assistant Chief and Sergeants to attend to provide additional explanation to the City Council.

ATTACHMENTS:

Description

- Pollice Officer Request Data

2006

#9 County Wide Crime Per 1000
#8 County Wide Larceny Per 1000
13 Cities

Estimated Agency Crime Totals

2004

Agency	Population	Homicide	Rape	Robbery	Aggravated Assault	Burglary	Larceny	Motor Vehicle Theft	Arson	Total Index Crimes	Crime Rate Per 1,000	
Daggett CO SO	947	0	0	0	0	7	5	1	0	13	13.73	
Davis CO SO	22,757	0	2	0	8	66	83	8	0	167	7.34	3.64
Bountiful PD	41,161	2	9	3	13	154	766	52	11	1,010	24.54	18.60
Centerville PD	15,075	0	5	1	1	25	235	18	1	286	18.97	15.58
Clearfield PD	27,241	2	8	6	39	133	732	45	9	974	35.75	26.87
Clinton PD	18,811	0	1	1	8	39	170	14	0	233	12.39	9.03
Davis Metro Narcotics Strike Force	0	0	0	0	0	0	0	0	0	0	0.00	
Farmington PD	15,540	0	2	0	3	53	143	6	1	208	13.38	9.20
Kaysville PD	23,563	0	8	1	4	65	357	17	2	454	19.27	15.15
Layton PD	62,716	1	31	11	56	257	1,635	61	12	2,064	32.91	26.06
North Salt Lake PD	11,598	0	4	1	17	27	204	16	1	270	23.28	17.59
Sunset PD	4,910	0	0	0	5	37	99	4	1	146	29.74	20.16
Syracuse PD	19,534	1	1	1	4	70	150	9	1	237	12.13	7.68
West Bountiful PD	5,185	0	1	2	17	7	100	4	0	131	25.27	19.29
Woods Cross PD	8,168	0	3	3	4	37	156	15	1	219	26.81	19.10
Total Davis County	276,259	6	75	30	179	970	4,830	269	40	6,399	23.16	17.48
Duchesne CO SO	11,020	0	0	0	6	20	103	15	1	145	13.16	
Roosevelt PD	4,681	1	1	0	4	24	186	10	0	226	48.28	
Total Duchesne County	15,701	1	1	0	10	44	289	25	1	371	23.63	
Emery CO SO	10,698	1	2	1	4	22	83	2	0	115	10.75	
Garfield CO SO	4,534	0	1	0	7	29	120	9	1	167	36.83	
Grand CO SO	4,124	0	0	0	8	26	67	7	0	108	26.19	
Moab PD	4,875	0	4	1	12	34	144	18	3	216	44.31	
Total Grand County	8,999	0	4	1	20	60	211	25	3	324	36.00	
Iron CO SO	7,663	0	2	1	14	40	86	32	2	177	23.10	
Brian Head Marshal	117	0	0	0	0	6	25	0	0	31	264.96	
Cedar City PD	25,665	1	11	5	19	107	603	40	4	790	30.78	
Enoch PD	4,550	0	1	0	7	30	120	9	0	167	36.70	
Parowan PD	2,549	0	0	0	1	2	8	1	0	12	4.71	
Southern Utah University PD	0	0	0	0	0	14	62	0	0	76	0.00	
Total Iron County	40,544	1	14	6	41	199	904	82	6	1,253	30.90	
Juab CO SO	4,213	0	1	0	7	27	111	8	0	154	36.55	
Nephi PD	5,207	0	1	0	8	25	65	5	0	104	19.97	
Total Juab County	9,420	0	2	0	15	52	176	13	0	258	27.39	

LARCENY CRIME RATE PER 1000

2012

#2 County Wide Crime Per 1000
#1 County Wide Larceny Per 1000
13 Cities

2012 Crime In Utah Report — Index Crimes By Agency

Agency	Population	Homicide	Rape	Robbery	Aggravated Assault	Burglary	Larceny	Motor Vehicle Theft	Arson	Total Crime Index	Crime Rate per 1,000	
Davis County Sheriff	25,305	0	5	0	11	48	154	6	0	224	8.85	6.08
Bountiful PD	42,898	1	17	2	17	142	750	47	0	976	22.75	17.48
Centerville PD	16,203	0	2	0	3	58	413	19	0	495	30.55	25.49
Clearfield PD	30,376	0	8	6	36	89	625	17	1	782	25.74	20.58
Clinton PD	20,805	0	3	0	9	37	274	7	0	330	15.86	13.17
Davis County Task Force **	0	0	0	0	0	0	1	0	0	1		
Farmington PD	20,750	0	3	0	3	34	263	19	1	323	15.57	12.67
Kaysville PD	28,283	0	3	0	9	55	221	12	0	300	10.61	7.81
Layton PD	68,677	0	34	6	45	289	1,509	48	1	1,932	28.13	21.98
North Salt Lake PD	16,717	0	11	4	11	58	386	36	0	506	30.27	23.09
Sunset PD	5,136	0	0	0	0	14	119	5	0	138	26.87	23.17
Syracuse PD	25,118	1	5	0	5	26	194	4	0	235	9.36	7.72
West Bountiful PD	5,329	0	1	1	5	19	133	11	0	170	31.90	24.96
Woods Cross PD	10,212	0	7	1	5	64	158	19	0	254	24.87	15.47
TOTAL DAVIS COUNTY	315,809	2	99	20	159	933	5,200	250	3	6,666	21.11	16.47
Duchesne County Sheriff	12,934	0	2	0	22	58	239	14	1	336	25.98	
Roosevelt PD	6,310	0	5	0	6	34	189	9	0	243	38.51	
TOTAL DUCHESNE COUNTY	19,244	0	7	0	28	92	428	23	1	579	30.09	
EMERY COUNTY SHERIFF §	10,933	0	2	0	1	21	46	5	0	75	6.86	
GARFIELD COUNTY SHERIFF	5,095	No Data Received									0.00	
Grand County Sheriff	4,235	0	3	0	11	27	57	5	0	103	24.32	
Moab PD	5,093	0	2	0	10	25	170	17	0	224	43.98	
TOTAL GRAND COUNTY	9,328	0	5	0	21	52	227	22	0	327	35.06	
Iron County Sheriff	8,729	0	5	1	32	43	97	14	3	195	22.34	
Brian Head Marshal	84	0	0	0	0	8	14	1	0	23	273.81	
Cedar City PD	29,118	1	17	3	55	117	600	28	1	822	28.23	
Enoch PD	5,992	0	1	0	22	27	38	8	0	96	16.02	
Parowan PD	2,827	0	0	1	3	21	50	2	0	77	27.24	
Southern Utah University PD	0	0	0	0	0	2	30	0	0	32		
TOTAL IRON COUNTY	46,750	1	23	5	112	218	829	53	4	1,245	26.63	
Juab County Sheriff	4,903	0	0	0	1	14	43	6	0	64	13.05	
Nephi PD	5,438	0	2	0	3	17	97	4	0	123	22.62	
TOTAL JUAB COUNTY	10,341	0	2	0	4	31	140	10	0	187	18.08	

LARCENY CRIME RATE PER 1000

** Crimes reported by this agency could have occurred anywhere in Davis County.

§ This agency submitted 6 months worth of data in the Incident Based Reporting (IBR) format. A technical problem at BCI prevented this agency's data from being converted from the IBR to the Summary Based Format. Please see this agency's IBR data beginning on Page 68 for more accurate data. BCI apologizes for the error.

Centerville Police Department

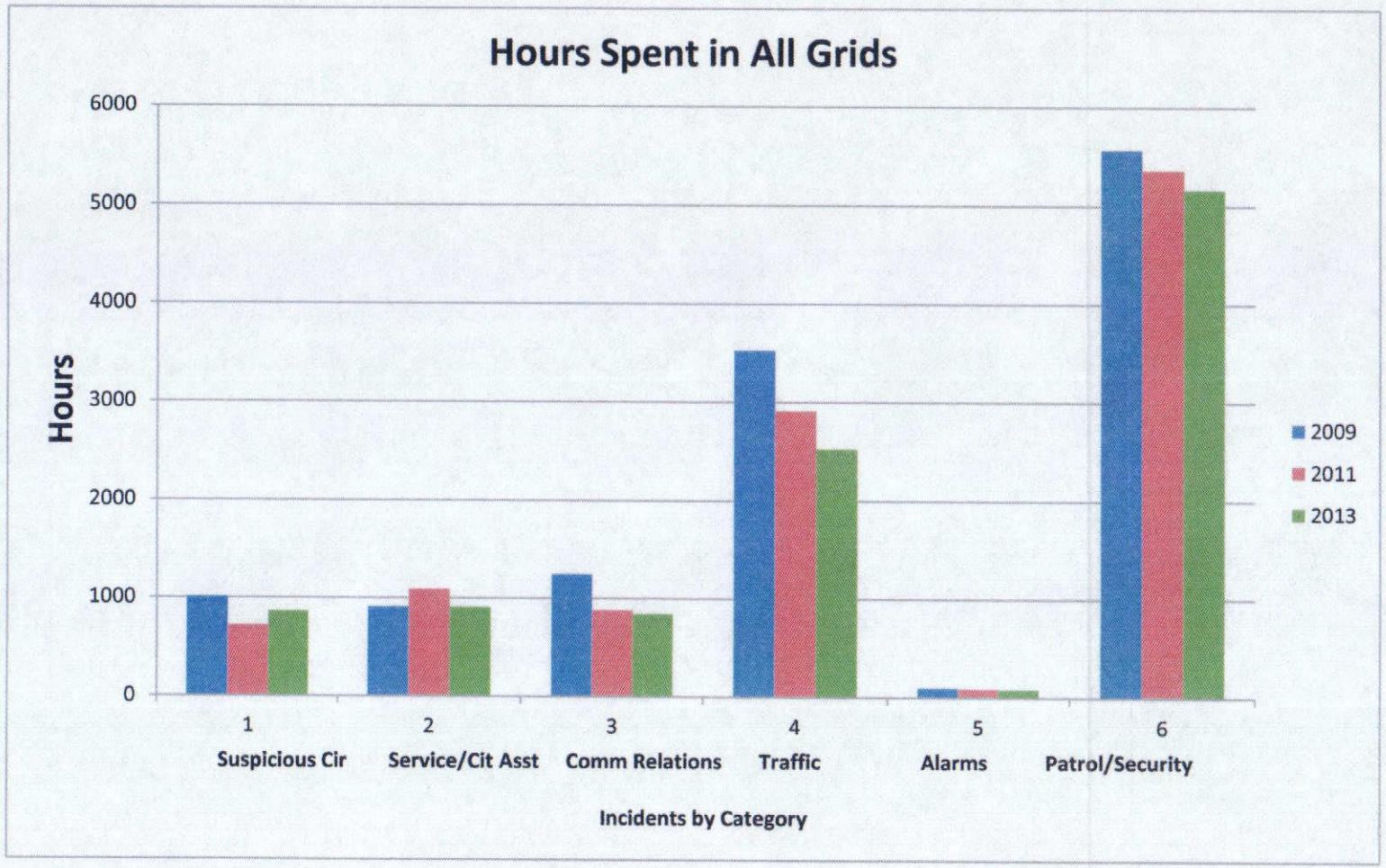
Evidence

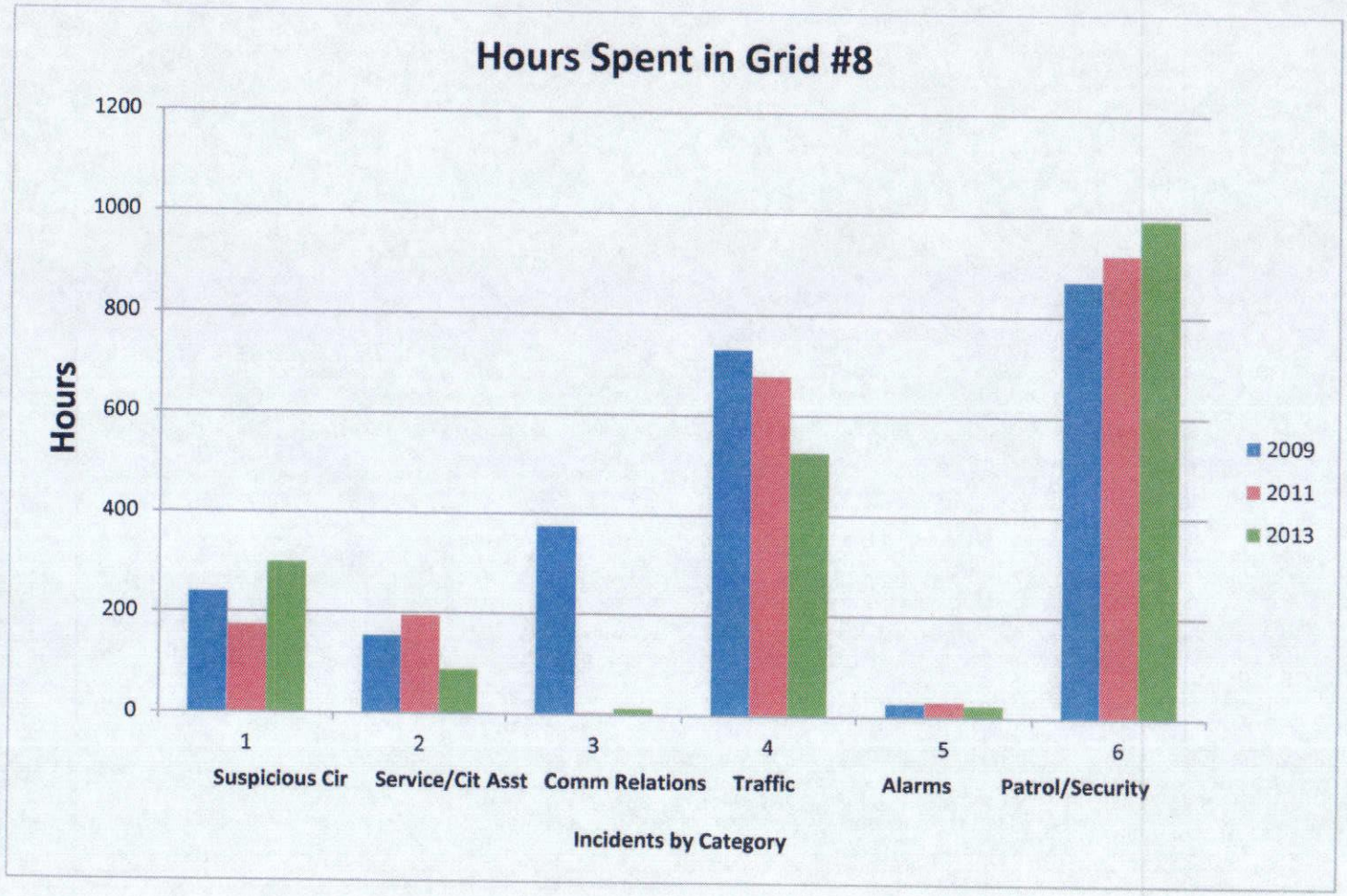
Year	Total # of cases
2010	475
2011	593
2012	599
2013	610

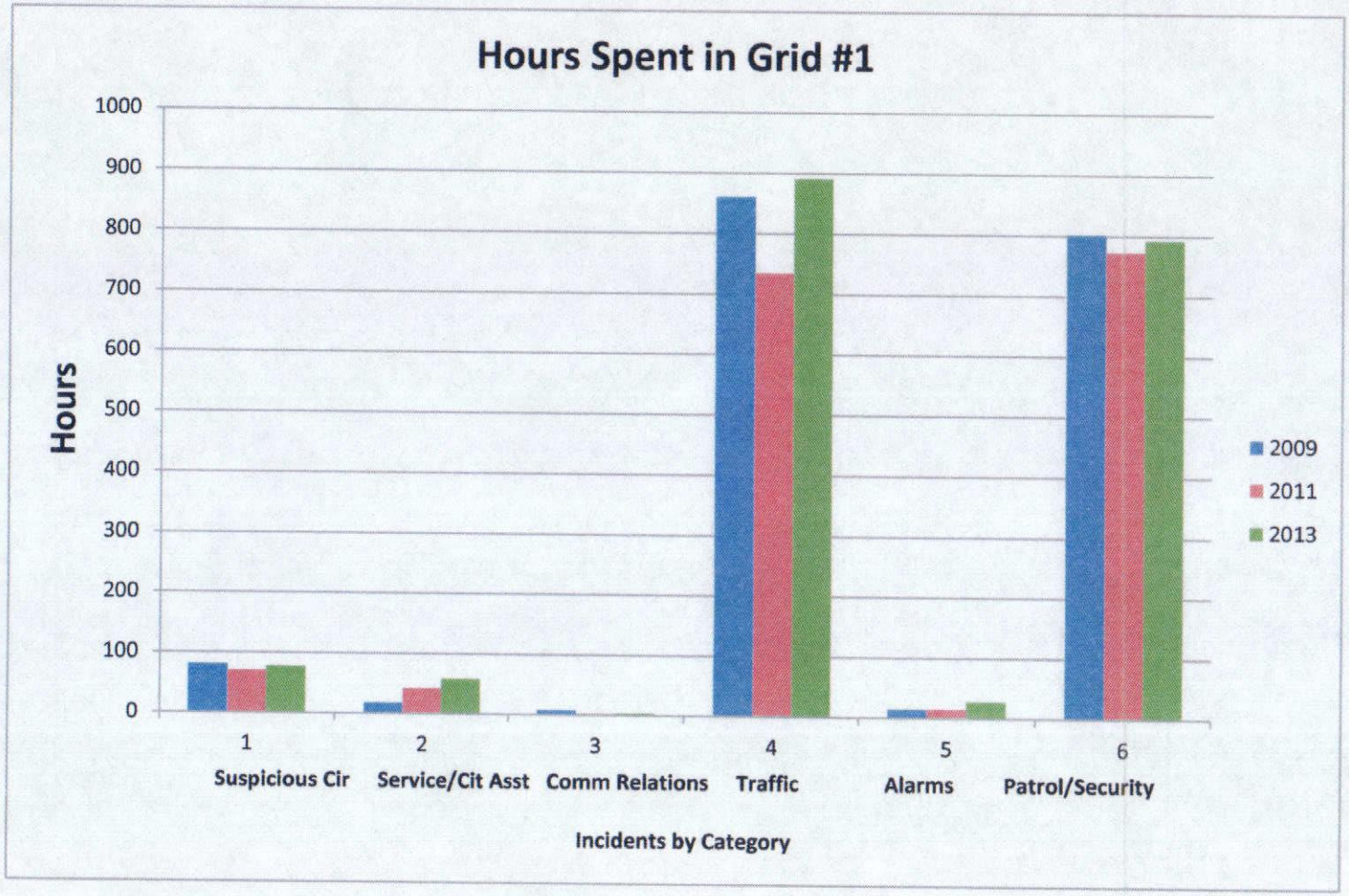
This is the total number of cases with booked evidence. Some cases have many pieces of evidence and others may only have one. On cases where a search warrant is issued we may have many as 30 – 50 pieces of evidence booked under one case number.

All drugs are taken to the State Crime Lab for analysis. Detectives perform a methanol wash on paraphernalia then the methanol wash is taken to the State Crime Lab for analysis. Many other pieces of evidence are also taken to the lab for analysis including serology and DNA testing.

Blood and urine toxicology testing for DUI's, drug investigations, and death investigations are taken to the State Toxicology Lab.


Hours Spent in All Grids
6000
5000
4000
3000
2000
1000
0
Hours
2009
2011
2013
1
Suspicious Cir
2
Service/Cit Asst
3
Comm Relations
4
Traffic
5
Alarms
6
Patrol/Security
Incidents by Category


Hours Spent in Grid #8
1200
1000
800
600
400
200
0
Hours
1
Suspicious Cir
2
Service/Cit Asst
3
Comm Relations
4
Traffic
5
Alarms
6
Patrol/Security
Incidents by Category
2009
2011
2013


Hours Spent in Grid #1
Hours
1000
900
800
700
600
500
400
300
200
100
0
1
Suspicious Cir
2
Service/Cit Asst
3
Comm Relations
4
Traffic
5
Alarms
6
Patrol/Security
Incidents by Category
2009
2011
2013

Officer Leave, Time, & Training Hours

0-5 Years Experience

12 Patrol Officers	Holiday	96 hrs
	Vacation	96 hrs
	All Purpose	40 hrs
	Training	40 hrs (minimum requirement)
	Total	272 hrs x 12 = 3264 *

Over 5 years Experience

	Total	296 hrs *

* Does not include Long Term Sick Leave Hours

Part-Time Police Officer

PROS

- Part-Time officer to fill in without having to pay benefits.
- POST Certified if coming from another police agency.
- Could help fill in on special events. Bountiful uses their part-time officers to cover school games, extracurricular activities, parades, and other special events.

CONS

- Any officer hired by the police department would need to be certified, and go through the standard field training which is a 12 week program.
- Any officer hired would require 40 hours of POST certified training per year.
- Would need to be fully uniformed and equipped to perform the functions of the job.
- If a officer works for another police department his main responsibilities would be to that agency i.e. call backs, emergencies, court, etc.
- If an officer was hired that was currently looking for full-time employment, that individual would stay until offered a position elsewhere.
- Because of the above listed issues we would run into scheduling, court, and training conflicts within the Centerville Police Department.
- In order to accomplish our goals the police department would need to hire as many as 3 part-time employees, once again this would include, equipping, field training, and supervision.
- I have spoken with the Bountiful Police Department who uses part-time officers and was advised it can take up to a year and a half to have an individual prepared to go out on his own acting as a Bountiful Police Officer.
- Any retired police officer who has been out of law enforcement for more than 1 year would need to challenge the POST certification test and if out more than 2 years, would have to go through the academy to be certified.
- Federal law enforcement officers are not certified to work as a police officer for the state of Utah so they would need to challenge the POST test or go through Utah's police academy.

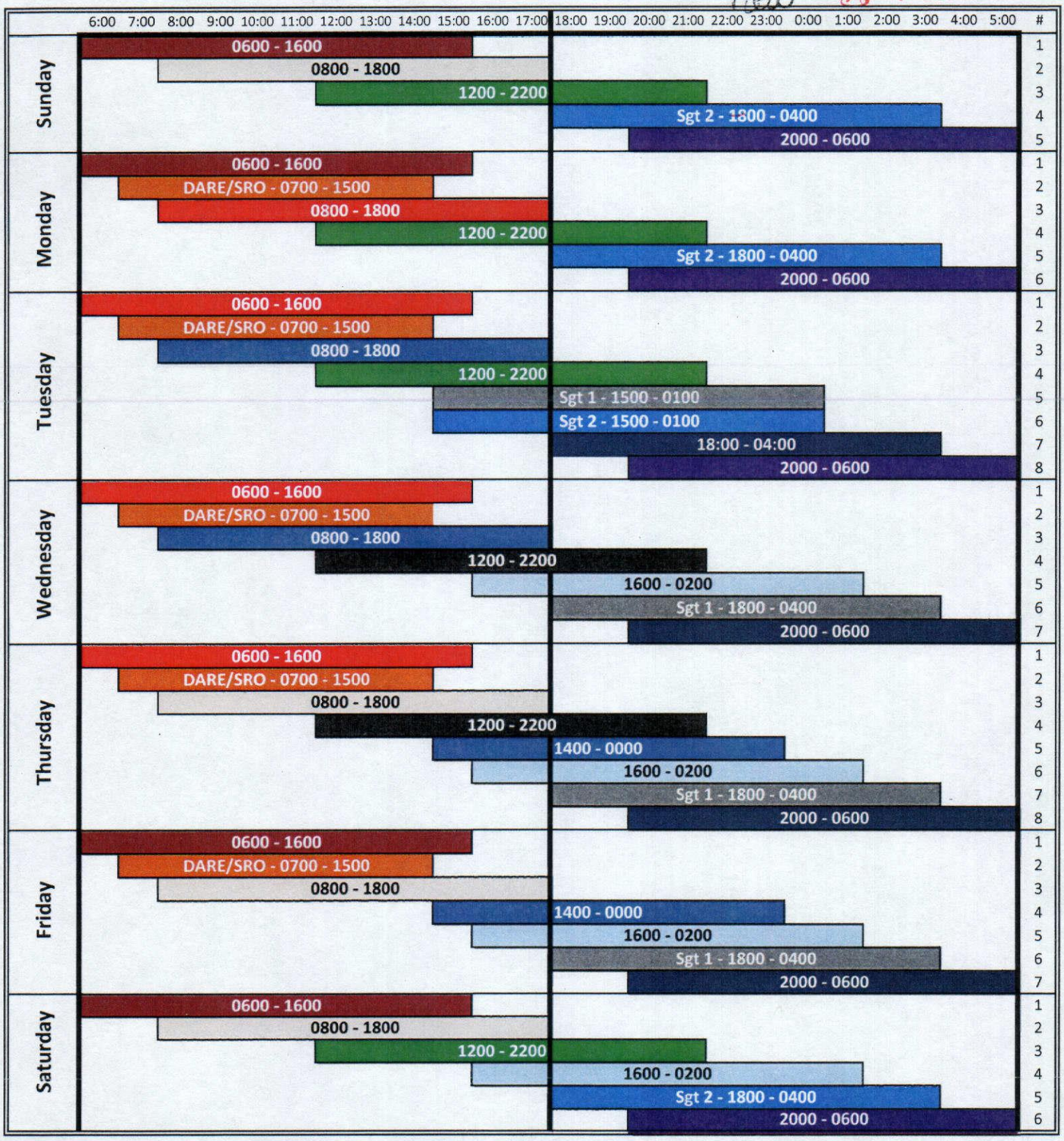
The Centerville Police Department is looking to hire one more full-time officer to cover shifts which would give us the ability to have minimum staffing of 2 officers on duty from approximately 8am to 2am.

Other issues that we have run into as of late have been officers on administrative leave, long-term sick leave, and retirements. Each time we lose an officer whether it is to retirement or another agency we lose approximately 6 months of patrol officer time due to advertising the position, the hiring process, notice to previous employer and field training.

Asking for this 18th officer is not to build a kingdom, but to be able to cover the city the way it should be and having officer safety in mind at all times.

Patrol Coverage

New & Now



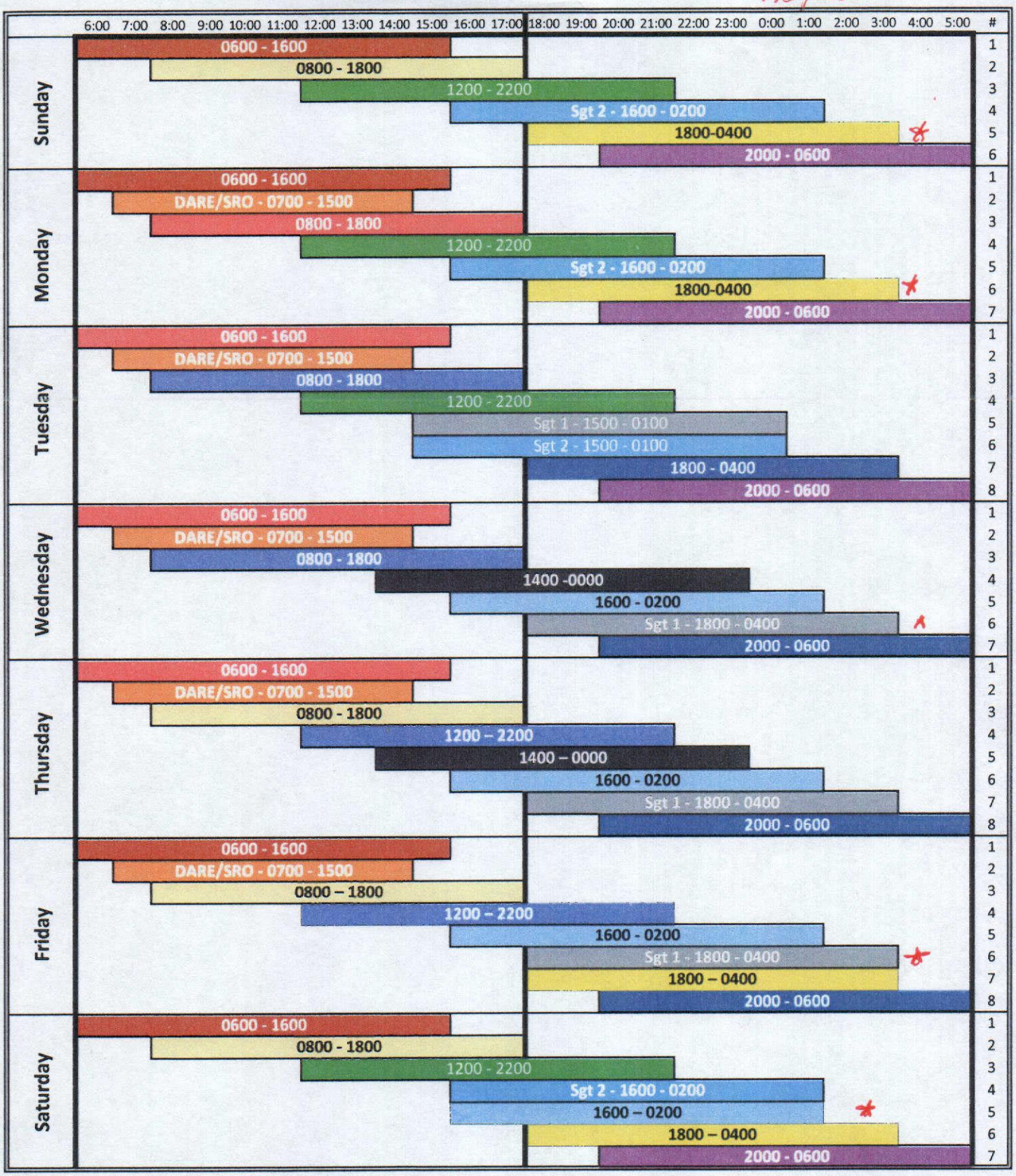
Shift 1 Shift 2 Shift 3 Shift 4 Shift 5

Shift 6 Shift 7 Shift 8 POP SRO

Sgt 1 Sgt 2

Patrol Coverage Split Sgt Shifts add 18th

Proposed!



Shift 1 | Shift 2 | Shift 3 | Shift 4 | Shift 5

Shift 6 | Shift 7 | Shift 8 | Shift 9 New | SRO

Sgt 1 | Sgt 2 | POP

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 5.

Short Title: Discussion regarding RAP Tax Renewal

Initiated By:

Scheduled Time: 8:15

SUBJECT

a. Process and funding
b. Potential uses of revenue

RECOMMENDATION

Direct Staff regarding follow up issues or questions regarding renewal process and/or possible uses of RAP Tax funds.

BACKGROUND

In 2007, the City voters approved the imposition of a RAP Tax (0.10% local sales and use tax on qualified taxable transactions within the City) to fund the Performing Arts Center and other recreational and cultural facilities and organizations. The City implemented the RAP Tax through the adoption of Title 5, Chapter 9 of the Centerville Municipal Code. The 2007 RAP Tax was authorized to be levied for a period of eight (8) years and may be reauthorized at the end of the eight-year period in accordance with applicable provisions of Utah law, including Utah Code Ann. 59-12-1401, et seq. The 2007 RAP Tax is set to expire in April of 2016. The purpose of this agenda item is to discuss whether to renew the RAP Tax and to review the timelines and requirements to place this matter on the ballot for the 2015 municipal general election. A handout from Jason Burningham of Lewis, Young, Robertson & Burningham regarding the timeline and procedures for renewal of the RAP Tax is attached for your review. A brief synopsis of the permitted uses of RAP Tax funds is provided in the attached handout. The Council may want to discuss and agree upon a process for determining which uses will be proposed for funding.

Based on conversations among City officials to date, the potential uses suggested include park improvements/repairs/replacements (including completion of sound wall), CenterPoint Theatre assistance, Whitaker Museum funding, and trails projects. The Parks Capital Improvement Plan reviewed by the City Council in January 2013 is attached. As shown in that document, the projects in the column with the heading "Impact Fee Eligible" total $2.5 million and became the basis for the approval of a higher park impact fee. The Plan, however, also identifies another $3 million in park-related projects that are not eligible for impact fee funding. The RAP Tax revenues could be used to fund these projects. Ninety percent (90%) of the current RAP Tax revenues from both Centerville and Bountiful are being used to pay a portion of the debt service for the performing arts center. RAP Tax revenues will not be needed for this purpose during the renewal period; however, the CenterPoint Theatre Board is hoping the City would make some of those revenues available to enhance their operational budget.

ATTACHMENTS:

Description

- RAP Tax Timeline and Procedures
- Parks Capital Improvement Plan

TIMELINE AND SCHEDULE FOR:

IMPOSITION OF RECREATION, ARTS AND PARKS (RAP) TAX

Pursuant to 59-12-1401 of Utah Code

The following schedule provides an overview of the various steps required for a city or town legislative body (City Council) to submit an opinion question or referendum to its residents regarding the imposition of a 0.1% sales and use tax (RAP Tax) for purposes of funding recreational, cultural, botanical and zoological organizations and or facilities within the City.

A RAP Tax may not be imposed or submitted by a City or Town in the form of an opinion question without the County's authorization and acknowledgment. Since there are many cities within Davis County who have successfully submitted and passed RAP Tax referenda and these RAP Taxes are currently imposed, Davis County must authorize the ability of any municipality or city within Davis County who wish to submit the opinion question.

The following table provides sequence, timing and process that must be followed in order to impose the RAP Tax.

SCHEDULE OF EVENTS FOR RAP TAX

DATE	TASK/EVENT/PROCESS	RESPONSIBLE PARTIES
May 19, 2015	➢ City Council meeting to vote on whether to submit an Opinion Question (Referendum) to voters regarding the imposition of the RAP Tax (majority vote of Council needed); and authorize the Notice of Intent to be submitted to County Legislative Body	City Council
May 22, 2015	➢ Notice of Intent of the City's desire to submit an Opinion Question (Referendum) regarding RAP Tax to the County Legislative Body	City Council
July 28, 2015	➢ Within 60 days from receipt of the Notice of Intent; County Legislative Body provides a written resolution authorizing the City to submit the Referendum or Opinion Question	County Commission
August 4, 2015	➢ Opinion Question (Referendum) is drafted and circulated for review	City Council
August 11, 2015	➢ Resolution to approve submitting the Opinion Question (Referendum) to voters at least 75 days prior to the election ➢ Prepare and submit Ballot language to Election Officer	City Council
September 29, 2015 October 6, 2015 October 13, 2015	➢ City provides Notice of Holding Election related to the RAP Tax; this notice is published in a newspaper of general circulation within the City and provides publication for three consecutive weeks *(the first publication not less than 21 days nor more than 35 days before the election)* Note: the ballot language is included in the noticing ➢ On the City's website provide the Notice of RAP Tax election for three weeks preceding the election ➢ Prepare Voter Information Pamphlet and post on City's website	City Recorder
November 3, 2015	➢ General Election or General Municipal Election where the Opinion Question (Referendum) is considered	Voters

DATE	TASK/EVENT/PROCESS	RESPONSIBLE PARTIES
November 17, 2015	➢ Voting results are canvassed ➢ Resolution of the canvass declaring the majority of residents have voted in favor of the RAP Tax; ➢ City Council must approve (majority vote) a resolution imposing the RAP Tax	City Council
November 19, 2015	➢ Submit Canvass Resolution to State Tax Commission in preparation of the RAP Tax being imposed	City Staff
	➢ RAP Tax is imposed and collected by State Tax Commission and remitted to the City	State Tax Commission

ALLOWABLE USES OF RAP TAX

RAP Tax may be used by the City to fund the following purposes:

Capital Expenses and Facilities	➢ **Cultural Facilities**	Means any publicly owned or operated museum, theater, art center, music hall, or other cultural or arts facility.
	➢ **Recreational Facilities**	Means any publicly owned or operated park, campground, marina, dock, golf course, water park, historic park, monument, planetarium, zoo, bicycle trails, and other recreation or tourism-related facility.
	➢ **Zoological Facilities**	Means any publicly owned or operated zoo.
Operation Expenses	➢ **Botanical Organizations**	Means a private nonprofit organization or institution having as its primary purpose the advancement and preservation of plant science through horticultural display, botanical research, and community education.
	➢ **Cultural Organizations**	Means a nonprofit organization or institution having as its primary purpose the advancement and preservation of: natural history, art, music, theater, dance, or cultural arts, including literature, a motion picture, or storytelling.
	➢ **Zoological Organizations**	Means a public, public-private or private nonprofit organization having as its primary purpose the advancement and preservation of zoology.

Parks Capital Improvement Plan

			Impact Fee Eligible
	HIGH PRIORITY		
-1 Trail Improvements	D&RG Trail Match	$ 40,000	$ 40,000
-2 Freedom Hills Park	Phase 6: Basketball/Frisbee Golf	$ 75,000	
	Tennis Court	$ 100,000	
-3 Island View Park	Remove, Rehab, or Retrofit Handball Courts	$ 5,000	
	Renovate Tennis Courts	$ 150,000	
	Construct New Restroom/Pavilion on Upper Level/Replace Playground	$ 200,000	
-4 Community Park Expansion	Phase 1: Concept Planning and Design	$ 20,000	$ 20,000
	Phase 2: Grading	$ 50,000	$ 50,000
	Phase 3: Drainage and Utilities	$ 100,000	$ 100,000
	Phase 4: Irrigation and Seed	$ 500,000	$ 500,000
	Phase 5: Parking and Path (.26 miles)	$ 150,000	$ 150,000
-5 Community Park Other Improvements	Additional Lighting in Parking Lots	$ 25,000	
	Small Bowery	$ 35,000	
	Ballfield Lights/Scoreboards	$ 160,000	
	Tennis Court	$ 100,000	$ 100,000
	Basketball	$ 75,000	
-6 Other Citizen Suggested Projects	Splash Pad	$ 250,000	
	MEDIUM PRIORITY		
-7 Parrish Creek Parkway (i.e. "Pond" Area)	Phase 2&3	$ 150,000	$ 150,000
-8 Trail Improvements	Bonneville Shoreline Trail North End - nonmotorized	?	
	Other Bike Lanes - striping	?	
	LOW PRIORITY		
-9 Porter-Walton Park	Toddler Swing	$ 3,000	
	Water Feature	?	
-10 Porter Lane Enhancement	Main to 200 West	?	
-11 Frontage Road Parkway	Developer Widened Road	$ 50,000	
	West Side Landscaping	$ 400,000	
	Bike Trail	$ 330,000	
-12 Future Park(s) (Location Not Yet Determined)	Purchase of Property (7.21 acres)	$ 680,000	$ 205,000
	Phase 1: Concept Planning and Design	$ 20,000	$ 6,000
	Phase 2: Grading	$ 60,000	$ 18,000
	Phase 3: Drainage and Utilities	$ 120,000	$ 36,000
	Phase 4: Irrigation and Seed	$ 600,000	$ 180,000
	Phase 5: Parking and Path	$ 150,000	$ 45,000
-13 Park Amenities	Pavilion, Restroom, and Playground	$ 200,000	$ 200,000
-14 City Hall/Founders Park Expansion	Purchase and Improve .98 Acres	$ 700,000	$ 700,000
	Total Improvements	**$ 5,498,000**	$ 2,500,000

POTENTIAL FUNDING SOURCES

1 Future Park Impact Fees/Developer Contributions
2 Grants
3 General Fund
4 Rap Tax
5 Recreation District
6 Dedicated Property Tax

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 6.

Short Title: Financial Report for 3-month period ending September 30

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

Scheduled Time: 8:45

SUBJECT

RECOMMENDATION

BACKGROUND

Attached is the Interim Financial Report for the 3-month period ending September 30, 2014 (first quarter of FY 2015).

Also attached is a YTD comparison of the first quarter of FY 2015 to previous fiscal years. This is really the point in time of the year that there is some feel for the performance of the fiscal year. Typically, expenditures exceed revenues at this time of the year because property taxes are not received until later, and some annual expenditures occur during the first few months of each fiscal year.

This year, revenues nearly match expenditures. More importantly the percent of budgeted revenues and budgeted expenditures are very close to historic numbers. The only area of significant revenues that are below historic amounts are licenses and permits and intergovernmental. Licenses and permits are primarily construction permits and are cyclical. There are a number of potential commercial projects in the near future which should increase permit revenue. However, if permit revenue is lower than anticipated, related expenditures should also be less. Class C roads is a significant portion of Intergovernmental revenue. Distributions are received 6 times a year. Timing of distributions can vary, and only 1 distribution has been received. In some years past, there have been 2 distributions within the first three months.

ATTACHMENTS:

Description

- September 2014 Interim Financial report
- September YTD historic comparison

General Fund
Unaudited Summary
September 2014

	This Month	Year to Date	FY 15 Budget	YTD 25% % Budget
Revenues				
Property Tax	$32,028	$47,568	$1,006,835	4.72%
Fee in Lieu	$9,000	$27,471	$93,000	29.54%
Sales & UseTax	$278,350	$875,205	$3,662,000	23.90%
Franchise Taxes	$88,465	$332,160	$1,330,000	24.97%
Licenses & Permits	$11,516	$49,395	$356,350	13.86%
Intergovernmental	$5,707	$99,398	$517,825	19.20%
Charges for Services	$77,032	$231,434	$916,175	25.26%
Fines	$41,948	$147,570	$492,000	29.99%
Miscellaneous	$1,326	$8,500	$50,750	16.75%
Transfers/Contributions	$4,100	$9,500	$154,500	6.15%
Total	$549,472	$1,828,201	$8,579,435	21.31%
Expenditures				
City Council	$9,924	$32,509	$168,457	19.30%
Judicial	$6,618	$46,481	$216,568	21.46%
Executive	$12,613	$79,675	$387,113	20.58%
Attorney	$5,578	$32,063	$151,565	21.15%
Finance	$17,197	$137,634	$510,478	26.96%
Attorney Services	$1,174	$1,939	$33,000	5.88%
Emergency Management	$2,281	$2,736	$10,000	27.36%
Fire	$0	$205,585	$822,340	25.00%
Elections	$0	$0	$0	0.00%
Youth Council	$0	$529	$7,000	7.56%
Police	$102,806	$522,129	$2,280,757	22.89%
Liquor Law	$0	$2,654	$19,650	13.51%
School Xing	$2,851	$4,542	$54,650	8.31%
DARE	$5,620	$17,346	$103,830	16.71%
K-9	$78	$104	$7,250	1.43%
Animal Control	$1,823	$3,646	$22,000	16.57%
PW Admin	$11,841	$66,265	$288,584	22.96%
Streets	$28,698	$115,745	$686,709	16.86%
Projects	$8,400	$116,246	$750,000	15.50%
GIS	$2,408	$26,400	$96,988	27.22%
Engineering	$19,028	$37,392	$86,500	43.23%
Parks	$34,337	$206,970	$813,541	25.44%
Community Events	$237	$237	$43,650	0.54%
Parks & Rec Facility	$392	$1,480	$10,526	14.06%
Maint Facility	$2,858	$6,837	$36,500	18.73%
Maint Facility Storage	$8	$715	$6,160	11.61%
City Hall	$14,578	$46,950	$184,110	25.50%
Community Dev.	$8,839	$54,949	$293,873	18.70%
Building Inspection	$5,391	$11,403	$120,400	9.47%
Transfers - Non Dep.			$180,360	0.00%
UTOPIA -Pledges	$37,081	$74,162	$274,876	26.98%
UIA Assessment	$0	$0	$0	0.00%
Total	$342,659	$1,855,323	$8,667,435	21.41%
Use/Contribtion to Fund balance (Revenues Over/Under Expenditures)		$ (27,122)	$ (88,000)	
Fund Balance at Beginning of Year (est.)		$1,597,074		
Fund Balance estimate 9/30/2014		$1,569,952		
Projected Fund Balance %		**19.85%**		

Source: Current Centerville City financial statements. May be subject to change

Capital Projects
Unaudited Summary
September 2014

	This Month	Year to Date	FY 15 Budget	YTD 25% % Budget
Capital Improvement				
Storm Drain				
Revenues:				
Fund Balance			$201,283	
Impact Fees	$0	$1,790	$25,000	7.16%
Grants	$0	$0	$0	0.00%
Other	$75	$159	$75	212.00%
Total Revenues	$75	$1,949	$226,358	0.86%
Expenditures	$9,097	$14,996	$226,358	6.62%
Fund Balance at Beginning of Year (est.)		$87,660		
Fund Balance estimate 9/30/2014		$74,613		
Park				
Revenues:				
Fund Balance			$263,461	
Impact Fees	$2,057	$4,114	$75,000	5.49%
Transfer	$0	$0	$0	0.00%
Grants	$0	$0	$0	0.00%
Other	$0	$0	$400	0.00%
Total Revenues	$2,057	$4,114	$338,861	5.46%
Expenditures	$6,480	$6,290	$338,861	1.86%
Fund Balance at Beginning of Year (est.)		$353,335		
Fund Balance estimate 9/30/2014		$351,159		
Capital Projects Fund				
Revenues:				
Fund Balance				
Transfers - General	$37,081	$74,162	$274,876	26.98%
RDA additional increment	$0	$0	$160,000	0.00%
Other	$0	$0	$100	0.00%
Total Revenues	$37,081	$74,162	$434,976	17.05%
Expenditures				
UTOPIA Pledge	$37,081	$111,243	$444,976	25.00%
Projects			$0	0.00%
Total Expenditures	$37,081	$111,243	$444,976	25.00%
Balance at Beginning of Year		$42,297		
Fund Balance estimate 9/30/2014		$5,216		

Source: Current Centerville City financial statements. May be subject to change

RDA/Special Revenue
Unaudited Summary
September 2014

	This Month	Year to Date	FY 15 Budget	YTD 25% % Budget
RDA				
Revenues	$45,474	$116,309	$1,847,000	6.30%
Expenditures	$7,819	$24,328	$1,847,000	1.32%
Fund Balance at Beginning of Year (est.)		$230,228		
Fund Balance estimate 9/30/2014		$322,209		
Recreation				
Revenues				
Recreation	$380	$2,624	$87,000	3.02%
Youth Baseball	$115	$410	$31,000	1.32%
Concession Sales	$0	$0	$23,635	0.00%
Other	$0	$0	$39,000	0.00%
Total Revenues	$495	$3,034	$180,635	1.68%
Expenditures				
Recreation	$1,796	$39,993	$127,320	31.41%
Concessions	$0	$649	$23,635	2.75%
Youth Baseball/Softball	$8,700	$10,273	$28,425	36.14%
Total Expenditures	$10,496	$50,915	$179,380	28.38%
Revenue Over/Under Expend	$ (10,001)	$ (47,881)	$ 1,255	
Balance at Beginning of Year (est.)		$32,437		
Fund Balance estimate 9/30/2014		-$15,444		
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 9/30/2014		$0		
Whitaker Trust				
Beginning fund balance			$24,679	
Revenues	$25	$301	$33,460	0.90%
Expenditures	$1,287	$5,070	$52,214	9.71%
Fund Balance at Beginning of Year		$25,218		
Fund Balance estimate 9/30/2014		$20,449		

Source: Current Centerville City financial statements. May be subject to change

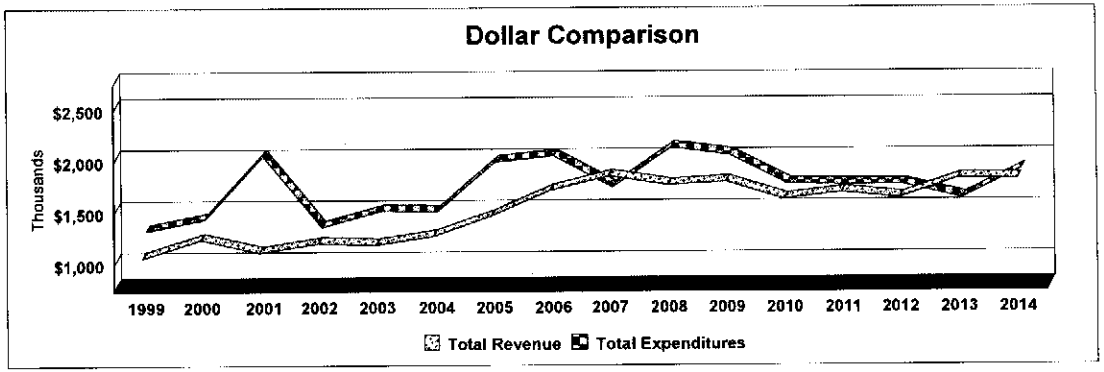
Enterprise Funds
Unaudited Summary
September 2014

	This Month	Year to Date	FY 15 Budget	YTD 25% % Budget
Water				
Revenues:				
Impact/construction Fees	$7,035	$23,852	$230,000	10.37%
Water Sales	$165,491	$515,941	$1,861,500	27.72%
Bond Revenue	$0	$0	$468,000	0.00%
Other	$2,065	$4,917	$66,500	7.39%
Total Revenues	$174,591	$544,710	$2,626,000	20.74%
Expenditures				
Operating/Dep/Debt	$81,174	$281,397	$1,935,345	14.54%
Capital Improvement	$59,689	$324,174	$740,130	43.80%
Total Expenditures	$140,863	$605,571	$2,675,475	22.63%
Unresrestricted Cash Beginning of Year (est.)		$1,576,996		
Fund Balance estimate 9/30/2014		$1,516,135		
Sanitation				
Revenues:				
Collection Fees	$57,846	$173,518	$697,400	24.88%
Recycling fees	$14,490	$43,388	$167,885	25.84%
Green Waste fees	$7,237	$21,557	$80,000	26.95%
Other	$0	$210	$7,470	2.81%
Total Revenues	$79,573	$238,673	$952,755	25.05%
Expenditures:				
Disposal	$14,515	$56,306	$311,000	18.10%
Collection	$24,338	$48,630	$268,000	18.15%
Recycling	$14,445	$28,961	$164,000	17.66%
Green Waste Disposal	$3,005	$6,003	$33,000	18.19%
Other	$15,839	$38,171	$185,325	20.60%
Total Expenditures	$72,142	$178,071	$961,325	18.52%
Unresrestricted Cash Beginning of Year		$37,161		
Fund Balance estimate 9/30/2014		$97,763		
Drainage				
Revenues	$48,478	$145,629	$594,100	24.51%
Operating Expenditures	$28,712	$98,568	$648,054	15.21%
Capital Expenditures	$5,490	$5,490	$7,600	72.24%
Total Expenditures	$34,202	$104,058	$655,654	15.87%
Unresrestricted Cash Beginning of Year		$524,043		
Fund Balance estimate 9/30/2014		$565,614		
Telecommunications				
Revenues:				
Connection Fees	$27,129	$77,982	$275,000	28.36%
Transfers - GF	$0	$0	$0	0.00%
Total Revenues	$27,129	$77,982	$275,000	28.36%
Expenditures:				
Utility Service charges	$43,841	$75,468	$261,250	28.89%
UIA operating assessment	$0	$0	$31,255	0.00%
Operating service charge	$1,214	$2,514	$13,750	18.28%
Total Expenditures	$45,055	$77,982	$306,255	25.46%
Unresrestricted Cash Beginning of Year		$43,790		
Fund Balance estimate 9/30/2014		$43,790		

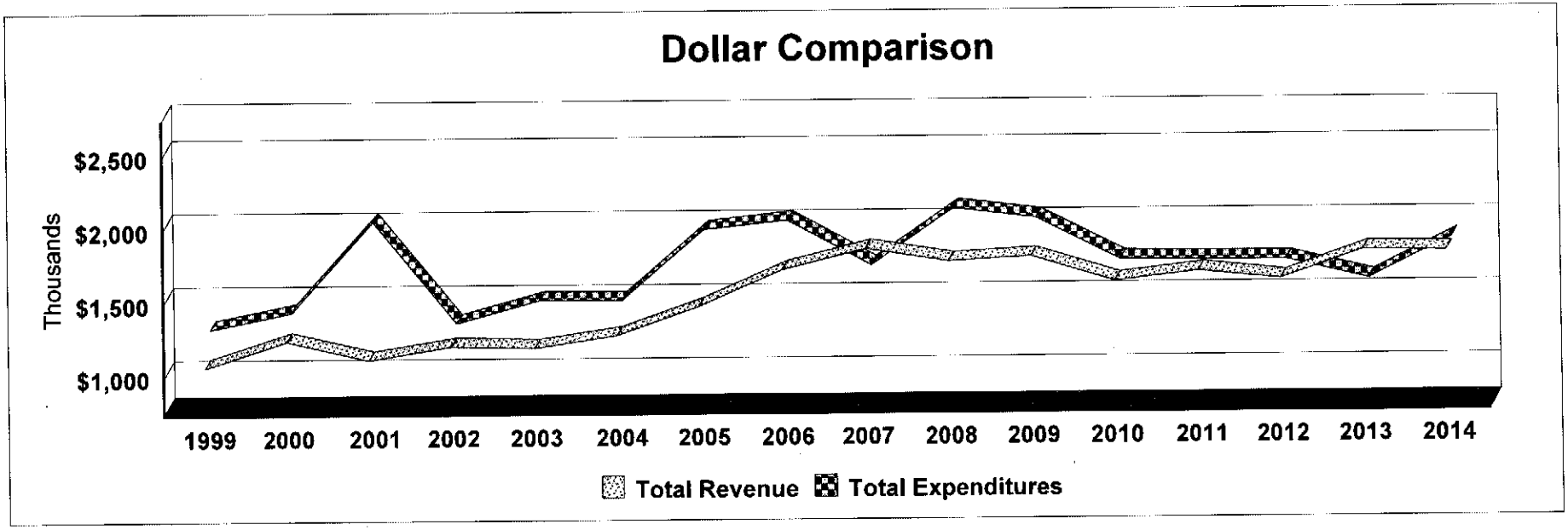
Source: Current Centerville City financial statements. May be subject to change

General Fund
Quarterly Summary History
September 2014
(25% Fiscal Year)

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Revenues																
Property Tax	$4,968	$6,612	$9,373	$10,034	$9,043	$5,940	$13,502	$6,172	$5,403	$12,205	$25,909	$14,175	$22,021	$16,269	$28,343	$47,568
Fee in Lieu	$38,521	$38,809	$42,860	$32,389	$41,227	$40,818	$42,193	$42,572	$33,775	$35,864	$31,367	$31,778	$28,403	$27,303	$34,304	$27,471
Sales Tax	$542,679	$563,585	$560,285	$557,680	$538,265	$612,403	$654,267	$746,280	$771,382	$850,398	$727,957	$707,168	$711,358	$765,463	$835,165	$875,205
Franchise Taxes	$76,266	$125,734	$153,694	$200,129	$173,455	$162,386	$207,340	$218,863	$239,760	$243,914	$234,792	$248,343	$221,673	$258,154	$270,802	$332,160
Licenses & Permits	$50,031	$101,463	$45,089	$36,230	$63,874	$64,792	$87,259	$193,160	$218,549	$106,787	$39,120	$28,311	$267,954	$71,456	$141,762	$49,395
Intergovernmental	$165,888	$143,979	$100,052	$103,572	$112,067	$127,807	$156,103	$175,670	$174,771	$182,813	$198,884	$158,883	$140,988	$160,658	$154,110	$99,398
Charges for Serv.	$32,467	$53,262	$15,519	$39,847	$37,150	$27,586	$58,831	$181,748	$273,653	$142,228	$190,318	$261,165	$178,861	$219,298	$221,619	$231,434
Fines	$88,120	$105,172	$90,799	$112,941	$108,769	$114,602	$125,232	$131,933	$128,707	$152,791	$182,119	$134,034	$114,343	$117,477	$136,647	$147,570
Miscellaneous	$11,286	$40,871	$15,332	$28,065	$9,333	$19,044	$15,357	$27,189	$17,591	$26,714	$10,555	$10,885	$14,862	$7,447	$3,557	$8,500
Transfers/Contributic	$63,249	$72,123	$88,518	$91,080	$106,169	$107,762	$117,834	$0	$0	$21,861	$166,266	$40,250	$0	$0	$8,829	$9,500
Total	$1,073,475	$1,251,610	$1,121,521	$1,211,967	$1,199,352	$1,283,140	$1,477,918	$1,723,587	$1,863,591	$1,775,575	$1,807,287	$1,634,992	$1,760,463	$1,643,525	$1,835,136	$1,828,201
Expenditures																
Total	$1,271,049	$1,383,201	$1,999,096	$1,305,996	$1,460,333	$1,456,143	$1,934,799	$1,994,826	$1,687,664	$2,072,419	$2,002,464	$1,717,906	$1,710,689	$1,709,714	$1,576,140	$1,855,323
Revenue/Exp.	($197,574)	($131,591)	($877,575)	($94,029)	($260,981)	($173,003)	($456,881)	($271,239)	$175,927	($296,844)	($195,177)	($82,914)	($10,226)	($66,189)	$258,998	($27,122)



Source: Current Centerville City financial statements. May be subject to change



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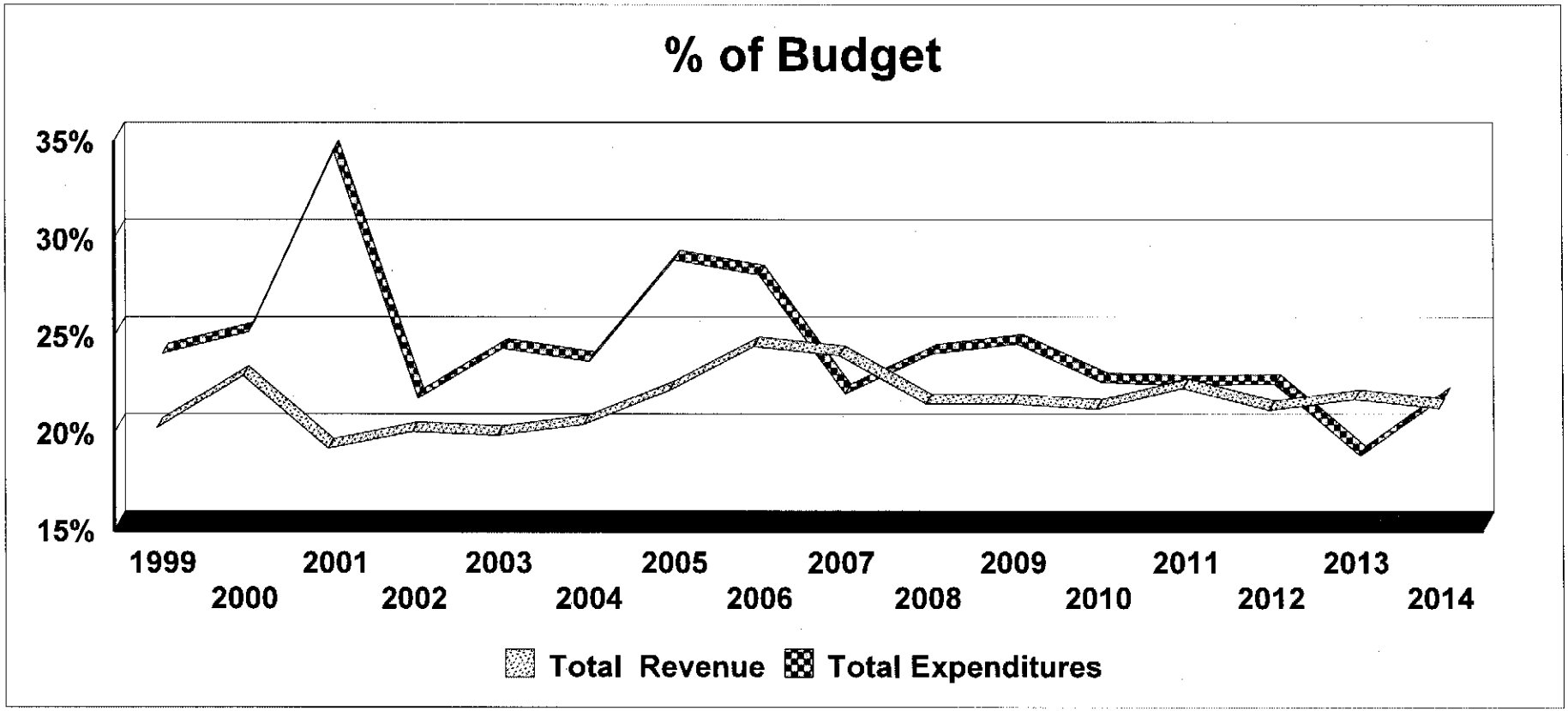
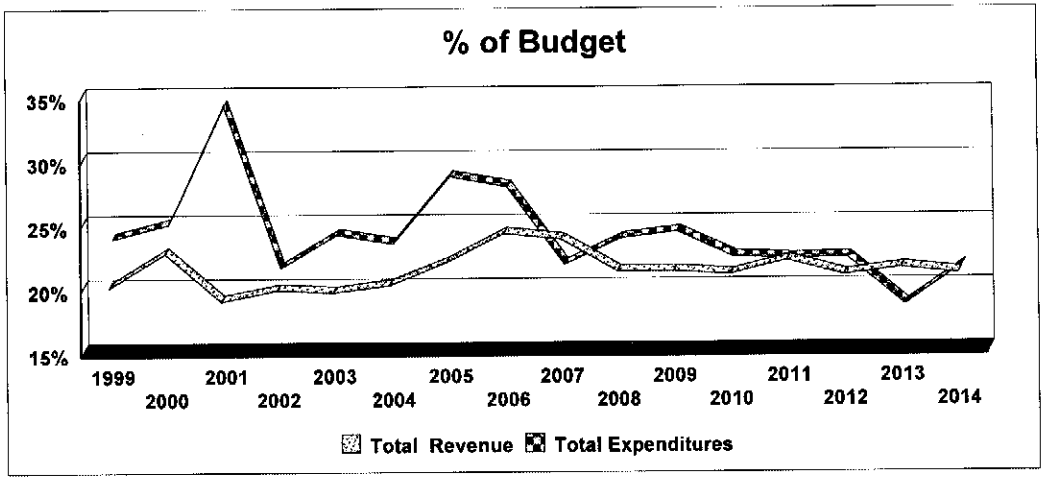


Source: Current Centerville City financial statements. May be subject to change

General Fund
Quarterly Summary History
September 2014
(25% Fiscal Year)

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Revenues																
Property Tax	0.69%	0.89%	1.15%	1.23%	1.10%	0.71%	1.63%	0.68%	0.62%	1.36%	2.79%	1.51%	2.31%	1.65%	2.85%	4.72%
Fee in Lieu	25.18%	27.57%	29.24%	20.24%	25.39%	24.74%	27.22%	28.76%	22.82%	25.62%	21.63%	23.54%	28.40%	28.74%	27.00%	29.54%
Sales Tax	25.13%	24.57%	22.63%	23.86%	22.47%	25.11%	25.29%	26.49%	22.86%	24.11%	21.93%	23.34%	22.80%	23.48%	24.17%	23.90%
Franchise Taxes	17.58%	24.53%	24.02%	30.96%	23.82%	21.78%	25.63%	24.05%	24.69%	24.90%	22.53%	23.65%	20.53%	23.09%	20.36%	24.97%
Licenses & Permits	20.53%	43.29%	20.09%	16.67%	30.36%	26.46%	29.32%	63.64%	68.38%	33.31%	16.59%	12.22%	82.95%	21.19%	39.78%	13.86%
Intergovernmental	25.69%	27.97%	19.18%	19.66%	20.70%	24.84%	24.82%	32.43%	35.46%	28.61%	30.09%	25.33%	28.34%	31.84%	25.58%	19.20%
Charges for Serv.	24.48%	36.07%	14.83%	44.43%	28.20%	23.05%	42.23%	26.41%	35.09%	21.11%	32.19%	32.36%	24.36%	27.90%	26.53%	25.26%
Fines	26.30%	27.18%	23.46%	28.03%	25.83%	25.47%	25.56%	25.87%	23.62%	28.04%	31.67%	22.15%	19.55%	24.73%	28.17%	29.99%
Miscellaneous	11.68%	65.24%	24.96%	90.52%	14.37%	26.65%	20.05%	36.69%	15.59%	15.75%	9.95%	12.40%	18.92%	13.24%	6.68%	16.75%
Transfers/Contributions	17.19%	17.47%	19.51%	19.62%	19.31%	15.71%	20.45%	0.00%	0.00%	8.44%	54.62%	22.56%	0.00%	0.00%	4.84%	6.15%
Total	20.30%	22.98%	19.24%	20.10%	19.90%	20.47%	22.23%	24.49%	24.03%	21.53%	21.53%	21.27%	22.35%	21.21%	21.77%	21.31%
Expenditures																
Total	23.63%	24.74%	34.07%	21.33%	23.89%	23.21%	28.44%	27.66%	21.56%	23.60%	24.13%	22.14%	22.01%	22.06%	18.37%	21.41%



Source: Current Centerville City financial statements. May be subject to change

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 7.

Short Title: Mayor's Report

Initiated By: Mayor Cutler

Scheduled Time: 8:55

SUBJECT

RECOMMENDATION

BACKGROUND

Mayor Cutler may report on one or more matters.

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 8.

Short Title: City Manager's Report

Initiated By: City Manager

Scheduled Time: 9:05

SUBJECT

a. City Attorney's participation in State legislative matters

RECOMMENDATION

BACKGROUND

a. The City Manager will ask the City Attorney to report on her involvement in State legislative matters, so the Council will be informed of staff's activities in this area.

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 9.

Short Title: Miscellaneous Business

Initiated By:

Scheduled Time: 9:10

SUBJECT

RECOMMENDATION

BACKGROUND

No topics are specifically identified under this heading.

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 10.

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

BACKGROUND

CENTERVILLE

Staff Backup Report
10/21/2014

Item No. 11.

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

Staff Backup Report
10/21/2014

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 for September 2014

Steve Thacker
City Manager

Building & Safety Department
655 North 1250 West, Centerville, Utah 84014

Monthly Building Report for September 2014

Construction Type	# of Permits		YTD Structures		Average Home Cost		Construction Valuation	
	Month	YTD	# Units	# Bldgs	Month	YTD	Month	YTD
Single Dwellings	2	4	4	4	205,462.00	245,318.00	410,923.00	981,272.00
Duplexes / Town Homes	0	0	0	0			-	-
Apartments	0	0	0	0			-	-
Addition/Alteration/Repair	6	35					81,377.00	1,608,774.00
Power/Mech	10	57					-	-
Signage	0	16					-	98,979.00
Commercial/Tenant Finish	3	27					98,930.00	9,298,041.00
Detached Structure/Gar	0	4					-	72,990.00
Demolition	1	5					-	11,905.00
Pool	0	3					-	99,000.00
Miscellaneous	3	10					30,000.00	104,100.00
Total Permits Issued:	**25**	**161**				**Total Permitted Valuation:**	**621,230.00**	**12,275,061.00**

	Monthly		*YTD Comparison*	
Building Permit Related Revenues	***September 2014***	***YTD 2014***	***September 2013***	***YTD 2013***
BUILDING PERMIT	*7,931.44*	*102,081.27*	*6,048.04*	*176,162.66*
PLAN CHECK	*2,894.97*	*50,914.65*	*1,830.06*	*81,420.16*
ELECTRICAL	*132.00*	*1,264.00*	*132.00*	*1,320.00*
PLUMBING		-	-	-
MECHANICAL	*528.00*	*2,574.00*	*198.00*	*1,980.00*
GRADING		*188.00*	-	-
STATE SURCHARGE	*85.94*	*1,061.05*	*63.79*	*1,617.30*
WATER DEV.	*3,039.00*	*23,216.00*	*600.00*	*67,800.00*
WATER CONNECTION		*2,997.81*		
WATER METER	*430.00*	*3,900.00*	*195.00*	*9,640.00*
STORM DRAIN		*700.00*		
FIRE IMPACT	*942.00*	*9,289.49*	*471.00*	*37,071.04*
PARK IMPACT	*4,114.00*	*8,228.00*	*2,057.00*	*78,339.00*
DRIVE APPROACH	*70.00*	*205.00*	*35.00*	*1,225.00*
BOND	*2,000.00*	*16,000.00*	*12,000.00*	*24,000.00*
SPECIAL IMP DIST/REC	*1,316.93*	*1,316.93*	-	*42.00*
ENGINEERING		*2,500.00*		*3,099.60*
TV INSPECT DRAINS		*750.00*	-	*870.00*
LANDSCAPING BOND	*2,000.00*	*2,000.00*		
Total Permits Related Revenue:	***$25,484.28***	***$229,176.14***	***$13,629.89***	***$487,083.76***