CENTERVILLE CITY

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

Incorporated in 1915

interoffice MEMORANDUM

to:	Mayor Cutler
	City Council
cc:	Department Heads
	Planning Commission
from:	Steve H. Thacker, City Manager S. Thacker
subject:	City Manager's Summary of December 16, 2014 Council Meeting
date:	December 12, 2014

5:30 **<u>Work Session re: Drainage Utility Rate Study</u>** – The Council will meet at 5:30 in a work session to review the latest analysis regarding Drainage Utility rates. The Council has already had several discussions about the drainage master plan projects and the various rate scenarios that could be used to fund those projects. The list of projects recommended by staff was recently expanded in response to new information about the condition of existing culverts and to take advantage of cost-sharing opportunities with Davis County and UDOT. The Council reviewed this expanded list in a November 25 work session. Based on direction given in that meeting, the City's consultant has prepared four rate scenarios that would fund the projects proposed for the next five years—two scenarios without debt issuance and two with bonding. The stormwater and subsurface water fees have not changed since these were first implemented in 1999 and 2001, respectively.

If the City Council can agree on a funding scenario, I anticipate they will direct staff to prepare for a public hearing on the proposed rate increase in January. I recommend this preparation include public information to be inserted with the utility bills at the end of December.

Dinner will be available beginning at 5:15. If the drainage study topic is concluded early, the agenda allows the Council to discuss other matters showing on the regular meeting agenda.

7:00 **<u>Regular City Council Meeting</u>**

E.1. **<u>Presentation to coloring contest winners</u>** – Each December the Youth Council sponsors a coloring contest for children. Winners will be given gift certificates at the beginning of Council meeting. Normally a large crowd of families is present.

E.2. **<u>Minutes Review and Acceptance</u>** – The minutes to be approved are enclosed.

E.3. **<u>Summary Action Calendar</u>**

a. **2015 meeting schedule** – As required by law, the Council will adopt and publish a calendar of its regular meeting dates in 2015.

b. **Recording secretary services contracts** – The three recording secretaries used for various city meetings provide their services according to contracts which allow the possibility of an increase in their hourly rates annually. My recommendations for new hourly rates are enclosed in my staff report.

c. **South Davis Sewer District Site Plan** – This project is ready for termination of its warranty period. Some of the Council members attended an open house at this facility (the District's collection system operations center) several months ago.

d. **Telecommunications Franchise Agreement** – Syringa Networks has applied for a franchise agreement that would allow use of the City's rights-of-way for their infrastructure. Several telecommunications companies have similar agreements with the City.

E.4. **Code amendments re Museum Board** – The Whitaker Museum Board proposed a number of revisions to Municipal Code provisions pertaining to the Board and the museum facility. Staff met with Board reps to discuss these revisions, resulting in the version enclosed for Council approval.

E.5. **Cost-sharing agreement with UDOT** – UDOT is willing to share the cost of boring a larger drainage culvert under I-15 at Lund Lane, if done in conjunction with the current I-15 project. In the work session prior to their regular meeting, the Council will decide whether to proceed with this project. If so, they need to approve an agreement with UDOT during the regular meeting.

E.6. **Staff report re: current business license fees** – In an earlier work session, some council members expressed interest in the possibility of increasing business license fees to offset the cost of hiring an additional police officer. I offered to provide a briefing on the current business license fee structure, which will occur at this meeting. The Council can then decide whether to pursue this idea.

E.7. **Transportation funding initiative** – The Utah League of Cities and Towns (ULCT) has encouraged its member cities to become engaged in the effort to convince the State Legislature to increase funding for transportation purposes. The ULCT has asked each City to join the Transportation Coalition (a public education initiative) and pass a resolution asking the Legislature for a "comprehensive transportation funding" solution. The goal is to increase transportation funding in a way that allows each city the flexibility to use the new revenue for those transportation purposes deemed most important to each city—whether that be road maintenance, pedestrian paths and bike lanes, and/or public transit. Centerville City's greatest need is more funding to maintain the existing roadways. In an earlier meeting, the City Council voted (3 to 2) to not join the Coalition, but agreed to reconsider as more information was made available. The concerns expressed in that meeting related to whether new funding would be siphoned for UTA projects without the approval of local governments. Based on my recent conversations with ULCT staff, I do not share that concern.

E.8. **Financial Report** – Blaine Lutz has prepared the enclosed interim financial report for the 5-month period ending November 30.

E.9. **Mayor's Report** – Mayor Cutler will report on Fire Agency and UTOPIA matters.

E.10. **City Manager's Report** – I will report on the recent process of drafting a "Complete Streets" policy, which involved several staff and Council members Fillmore and Wright. I also hope to be able to give the Council a list of the City's major projects and issues dealt with in 2014 and a list of anticipated projects and issues in 2015—something I have done at the end of each year.

E.11. **City Council Liaison Report** – Councilwoman Tami Fillmore is the City's representative on the South Davis Recreation District Board, and also serves as the Council's liaison to the City's Parks & Recreation Committee. She will report on the activities of those organizations.

E.12. **Open & Public Meetings Training** – City Attorney Lisa Romney will provide training on the Open & Public Meetings provisions of state law, which requires city councils to receive this training annually.

E.13. **Miscellaneous Business** – At this time there are no items identified under this heading.

E.14. **Closed Meeting, if necessary** – At this time I am not aware of a need for a closed meeting, but the agenda allows for that possibility.

E.15. **Appointments to boards and committees** – Mayor Cutler will recommend at least one appointment.

E.16. **RDA Meeting**
Following their regular meeting, the City Council will adjourn into a Redevelopment Agency board meeting to finalize an agreement with UDOT pertaining to upgraded fencing for the pedestrian bridge being built as part of the I-15 project. If time permits, Blaine Lutz will also provide a briefing about the redevelopment potential of the Pages Lane commercial area.

Potential Agenda Items for January 6, 2015 City Council meetings (subject to change):

- Public Hearing – Woods Park Subdivision Final Amended Subdivision Plan Approval
- Community Foundation mission statement and appointment of Board members
- Consider proposal to purchase speed detection sign
- Review employee leave benefits
- Discuss temporary sign regulations
- RDA meeting – Biotron tax increment
- Council liaison report – Councilwoman Ivie
- Identify issues to discuss with Legislators in January 20 work session

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, DECEMBER 16, 2014 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

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

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

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

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

5:30 **Work Session re: Drainage Utility Rate Study—If time permits, Council will discuss other business showing on the regular Council meeting agenda**

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

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT
Mayor Cutler

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. Presentation to winners of Youth Council Coloring Contest

7:25 2. **MINUTES REVIEW AND ACCEPTANCE**
November 25, 2014 work session; December 2, 2014 City Council meeting

7:25 3. **SUMMARY ACTION CALENDAR**
a. City Council 2015 meeting schedule - Consider Resolution No. 2014-31

(OVER)

		b. Approve amendments to recording secretary services contracts c. South Davis Sewer District Site Plan – Terminate warranty period d. Approve Telecommunications Franchise Agreement with Syringa Networks
7:30	4.	Municipal Code Amendments - Section 3-03-060 – Whitaker Museum Board Consider Municipal Code Amendments to Section 3-03-060 regarding the Whitaker Museum Board - Ordinance No. 2014-21
7:45	5.	Cost-sharing Agreement with UDOT for culvert under I-15 at Lund Lane
7:55	6.	Staff report re: current business license fees
8:10	7.	Transportation Funding Initiative a. Reconsider agreement for professional services pertaining to the Utah Transportation Coalition b. Consider Resolution No. 2014-32 encouraging the State of Utah to address comprehensive transportation funding
8:30	8.	Financial Report for period ending November 30, 2014
8:35	9.	Mayor's Report a. Fire Agency update b. UTOPIA update
8:45	10.	City Manager's Report a. Complete Streets policy – status report c. Summary of 2014 projects/issues and anticipated projects/issues in 2015
8:55	11.	City Council Liaison Report a. Recreation District and Parks & Recreation Committee - Councilwoman Tami Fillmore
9:05	12.	Open & Public Meetings training by City Attorney
9:25	13.	Miscellaneous Business
9:25	14.	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
9:25	15.	Possible action following closed meeting, including appointments to boards and committees
9:25	16.	Adjourn to RDA meeting

F. ADJOURNMENT

Items of Interest (i.e., newspaper articles, not items on agenda) Posted in-meeting information

Marsha L. Morrow, MMC
Centerville City Recorder

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7:00 **A. ROLL CALL**

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

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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. Presentation to winners of Youth Council Coloring Contest

7:25 2. Minutes Review and Acceptance

November 25, 2014 work session; December 2, 2014 City Council meeting

7:25 3. Summary Action Calendar

a. Approve City Council 2015 meeting schedule - Resolution No. 2014-31
b. Approve amendments to recording secretary services contracts
c. South Davis Sewer District Site Plan – Terminate warranty period
d. Approve Telecommunications Franchise Agreement with Syringa Networks

7:30 4. Municipal Code Amendments - Section 3-03-060 - Whitaker Museum Board

Consider Municipal Code Amendments to Section 3-03-060 regarding the Whitaker Museum Board - Ordinance No. 2014-21

7:45 5. Cost-sharing Agreement with UDOT for culvert under I-15 at Lund Lane

7:55 6. Staff report re: current business license fees

8:10 7. Transportation Funding Initiative

a. Reconsider agreement for professional services pertaining to the Utah Transportation Coalition
b. Consider Resolution No. 2014-32 encouraging the State of Utah to address comprehensive transportation funding

8:30 8. Financial Report for period ending November 30, 2014

8:35 9. Mayor's Report

a. Fire Agency update
b. UTOPIA update

8:45 10. City Manager's Report

a. Complete Streets policy - status report
b. Summary of 2014 projects/issues and anticipated projects/issues in 2015

8:55 11. City Council Liaison Report

Recreation District and Parks & Recreation Committee - Councilwoman Tamil Fillmore

9:05 12. Open & Public Meetings training by City Attorney

9:25 13. Miscellaneous Business

9:25 14. 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

9:25 15. Possible action following closed meeting, including appointments to boards and committees

9:25 16. Adjourn to RDA meeting

F. ADJOURNMENT

(Items of Interest (i.e., newspaper articles, not items on agenda) Posted in-meeting information

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/16/2014

Item No.

Short Title: Work Session re: Drainage Utility Rate Study--If time permits, Council will discuss other business showing on the regular Council meeting agenda

Initiated By:

Scheduled Time: 5:30

SUBJECT

RECOMMENDATION

Allow the City Manager to provide a brief review of the creation of the Drainage Utility and the initial imposition of fees for storm water and subsurface water. Review the attached drainage rate structure scenarios with staff and the City's consultant, Fred Philpot of Lewis Young Robertson Burningham. If a majority of the Council can agree on one of these scenarios or an alternative, set the matter for a public hearing in January and direct staff to prepare public information to be inserted in the utility billing at the end of December.

BACKGROUND

Staff met again with Fred Philpot following the Council's November 25 work session on this matter. Fred showed staff the rate increases that would be needed to fund the ambitious list of drainage projects as recently expanded. Staff asked Fred to alter the timing of several projects to moderate the rate increases. In particular, the Frontage Road culvert replacements were pushed back a year and a few slip-lining projects were pushed back a few years. This resulted in the rate scenarios in the attached documents from Fred. The five scenarios include the following assumptions:

- No increase (very few projects would be possible);
- One time increase (100%) with no debt;
- Staggered increase (two steps--85% in Feb. 2015 and 20% in July 2016) with no debt;
- One time increase (55%) with debt; and
- Staggered increase (two steps--40% in Feb. 2015 and 15% in July 2016, plus 3% annual inflation thereafter) with debt.

Considering the magnitude of the rate increases needed to fund the master plan projects, staff recommend the staggered increase with debt. Even this scenario will likely generate opposition from large rate payers--such as schools, churches and businesses. Staff recommend the multiple steps be authorized by the City Council in one action--similar to what was done with culinary water rate increases several years ago. Staff also believe the bonding approach more fairly spreads the cost burden of this infrastructure over more beneficiaries rather than requiring only the current rate payers to bear the entire burden. Council members will receive hard copies of the attached Rate Study summary at the work session.

The Drainage Utility was created in 1999 and the initial monthly storm water fee of $4 per ESU (equivalent service unit) was effective September 21, 1999. A monthly subsurface water fee of either $2 or $6 per ERU (equivalent residential unit)--depending on whether the property is within a subdrain district--was effective September 26, 2001. Neither of these fees have been increased since then. By comparison, the CPI has increased more than 40% in the period 1999 to 2014.

To provide more historical perspective, the minutes of a public hearing on the creation of a Drainage Utility--held August 17, 1999--are enclosed, along with the minutes of a subsequent work session on August 31, 1999. The City Council discussed this matter at length over a two-year period (1998 and 1999) and held two other public hearings in 1998.

ATTACHMENTS:

	Description
D	Rate Study
D	August 17, 1999 Public Hearing minutes
D	August 31, 1999 work session minutes

Centerville City, Utah
Storm Drain Utility Fund
Comprehensive Financial Sustainability Plan
Rate Scenario Summary

Summary Tables

Scenario 1: No Increase

Scenario 2: One Time Increase (No Debt)	2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase	[redacted]	0%	0%	0%	0%	0%

Scenario 4: One Time Increase (with Debt)	2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase	[redacted]	0%	0%	0%	0%	0%

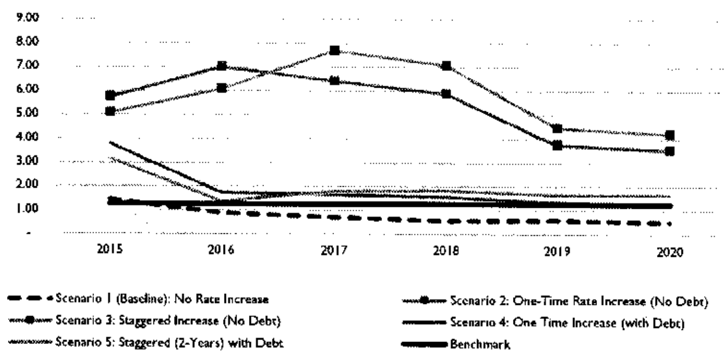
Scenario 3: Staggered (2-Years) (No Debt)	2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]	0%	0%	0%
Subdrain Utility (IN) Rate Increase	[redacted]	0%	[redacted]	0%	0%	0%
Subdrain Utility (Out) Rate Increase	[redacted]	0%	[redacted]	0%	0%	0%

Scenario 5: Staggered (2-Years) with Debt	2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]	[redacted]	[redacted]	[redacted]
Subdrain Utility (IN) Rate Increase	[redacted]	0%	[redacted]	[redacted]	[redacted]	[redacted]
Subdrain Utility (Out) Rate Increase	[redacted]	0%	[redacted]	[redacted]	[redacted]	[redacted]

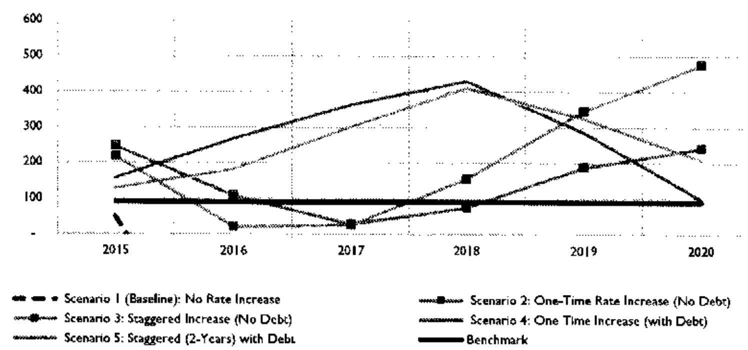
Debt Service Coverage	2015	2016	2017	2018	2019	2020
Scenario 1 (Baseline): No Rate Increase	1.44	0.88	0.70	0.54	0.58	0.50
Scenario 2: One-Time Rate Increase (No Debt)	5.75	7.02	6.44	5.91	3.77	3.55
Scenario 3: Staggered Increase (No Debt)	5.10	6.10	7.69	7.08	4.47	4.23
Scenario 4: One Time Increase (with Debt)	3.81	1.75	1.66	1.57	1.36	1.29
Scenario 5: Staggered (2-Years) with Debt	3.16	1.37	1.80	1.83	1.65	1.67
Benchmark	1.25	1.25	1.25	1.25	1.25	1.25

Days of Working Capital	2015	2016	2017	2018	2019	2020
Scenario 1 (Baseline): No Rate Increase	49	(476)	(922)	(1,220)	(1,435)	(1,691)
Scenario 2: One-Time Rate Increase (No Debt)	248	109	28	75	188	243
Scenario 3: Staggered Increase (No Debt)	218	21	26	155	347	476
Scenario 4: One Time Increase (with Debt)	158	269	364	431	288	98
Scenario 5: Staggered (2-Years) with Debt	128	182	301	411	325	209
Benchmark	90	90	90	90	90	90

Debt Service Coverage Ratio



Days of Working Capital



Centerville City, Utah
Storm Drain Utility Fund
Comprehensive Financial Sustainability Plan
Rate Scenario Summary

Scenario 1: No Increase

FISCAL YEAR	2014	2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Subdrain Utility (IN) Rate Increase	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Subdrain Utility (Out) Rate Increase	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Charge/ESU/Month	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
Charge/EDU(IN)/Month	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00	$6.00
Charge/EDU(OUT)/Month	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00

Scenario 2: One Time Increase (No Debt)

FISCAL YEAR	2014	2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	0.0%	[redacted]	0.0%	0.0%	0.0%	0.0%	0.0%
Subdrain Utility (IN) Rate Increase	0.0%	[redacted]	0.0%	0.0%	0.0%	0.0%	0.0%
Subdrain Utility (Out) Rate Increase	0.0%	[redacted]	0.0%	0.0%	0.0%	0.0%	0.0%
Charge/ESU/Month	$4.00	$8.00	$8.00	$8.00	$8.00	$8.00	$8.00
Charge/EDU(IN)/Month	$6.00	$12.00	$12.00	$12.00	$12.00	$12.00	$12.00
Charge/EDU(OUT)/Month	$2.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00

Scenario 3: Staggered (2-Years) (No Debt)

FISCAL YEAR	2014	2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	0.0%	[redacted]	0.0%	[redacted]	0.0%	0.0%	0.0%
Subdrain Utility (IN) Rate Increase	0.0%	[redacted]	0.0%	[redacted]	0.0%	0.0%	0.0%
Subdrain Utility (Out) Rate Increase	0.0%	[redacted]	0.0%	[redacted]	0.0%	0.0%	0.0%
Charge/ESU/Month	$4.00	$7.40	$7.40	$8.88	$8.88	$8.88	$8.88
Charge/EDU(IN)/Month	$6.00	$11.10	$11.10	$13.32	$13.32	$13.32	$13.32
Charge/EDU(OUT)/Month	$2.00	$3.70	$3.70	$4.44	$4.44	$4.44	$4.44

Scenario 4: One Time Increase (with Debt)

FISCAL YEAR	2014	2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	0.0%	[redacted]	0.0%	0.0%	0.0%	0.0%	0.0%
Subdrain Utility (IN) Rate Increase	0.0%	[redacted]	0.0%	0.0%	0.0%	0.0%	0.0%
Subdrain Utility (Out) Rate Increase	0.0%	[redacted]	0.0%	0.0%	0.0%	0.0%	0.0%
Charge/ESU/Month	$4.00	$6.20	$6.20	$6.20	$6.20	$6.20	$6.20
Charge/EDU(IN)/Month	$6.00	$9.30	$9.30	$9.30	$9.30	$9.30	$9.30
Charge/EDU(OUT)/Month	$2.00	$3.10	$3.10	$3.10	$3.10	$3.10	$3.10

Scenario 5: Staggered (2-Years) with Debt

FISCAL YEAR	2014	2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	0.0%	[redacted]	0.0%	[redacted]	[redacted]	[redacted]	[redacted]
Subdrain Utility (IN) Rate Increase	0.0%	[redacted]	0.0%	[redacted]	[redacted]	[redacted]	[redacted]
Subdrain Utility (Out) Rate Increase	0.0%	[redacted]	0.0%	[redacted]	[redacted]	[redacted]	[redacted]
Charge/ESU/Month	$4.00	$5.60	$5.60	$6.44	$6.63	$6.83	$7.03
Charge/EDU(IN)/Month	$6.00	$8.40	$8.40	$9.66	$9.95	$10.25	$10.56
Charge/EDU(OUT)/Month	$2.00	$2.80	$2.80	$3.22	$3.32	$3.42	$3.52

Scenarios

Scenario 1: No Increase

Scenario 2: One Time Increase (No Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%	0%	0%	0%	0%

Scenario 3: Staggered (2-Years) (No Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%		0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%		0%	0%	0%

Scenario 4: One Time Increase (with Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%	0%	0%	0%	0%

Scenario 5: Staggered (2-Years) with Debt	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]			
Subdrain Utility (IN) Rate Increase		0%				
Subdrain Utility (Out) Rate Increase		0%				

Scenario 1: No Increase

		HALF YR					
FISCAL YEAR	2014	2015	2016	2017	2018	2019	2020
Total Operating Revenues	$574,457	$578,784	$583,123	$587,473	$591,883	$596,352	$600,834
Total Operating Expenditures	($514,351)	($529,782)	($545,675)	($562,045)	($578,907)	($596,274)	($614,162)
Total Non-Operating Revenues (Expenses)	$1,700	$47,437	$45,914	$46,381	$47,215	$108,147	$112,527
Net Revenues Available For Ds	$61,806	$96,440	$83,361	$71,808	$60,191	$108,225	$99,199
Total Storm Debt Service	($62,938)	($67,088)	($95,138)	($102,575)	($110,444)	($187,188)	($197,625)
COVERAGE RATIO		1.44	0.88	0.70	0.54	0.58	0.50
COVERAGE RATIO: w/o Impact Fees		0.77	0.40	0.25	0.12	0.00	(0.07)
SURPLUS REVENUES	($1,131)	$29,352	($11,776)	($30,767)	($50,252)	($78,962)	($98,426)
Total Transfers In (Out)	$150,000	-	-	-	-	-	-
Capital Improvement Plan							
Porter Lane - 400 East to 300 East		80,000	-	-	-	-	-
Frontage Rd - 750 North (Creekview) - replace 24 CMP "		-	42,230	-	-	-	-
Frontage Rd - 1300 N. (Community Park) -replace 42 CMP "		-	72,100	-	-	-	-
Frontage Rd - 1375 N. (North PL Community Park) replace 2 - 24 possibly with one new 36" culvert at new grade "		-	61,800	-	-	-	-
Frontage Rd - 1875 N. (Villa de France) -replace 24 CMP - new 36" culvert "		-	66,950	-	-	-	-
Frontage Rd - 2050 N. (Lexington) - replace 24 CMP "		-	46,350	-	-	-	-
Frontage Rd - 2150 N. (Millet) - replace 24 CMP w/ 24" RCP "		-	50,470	-	-	-	-
Frontage Rd. - 2175 N.- replace 24 CMP w/ 24" RCP "		-	52,530	-	-	-	-
I - 15 - Lund Lane - replace 24 CMP w/ 36" RCP "		236,715	-	-	-	-	-
200 East to Deerfield Drive - slip-line existing culvert		-	-	-	-	-	52,167
500 East to Nola Drive - slip-line existing culvert		-	-	-	-	-	114,768
625 North - 150 West - slip-line existing culvert		-	-	-	-	-	56,804
Island View Drive to Island View Park - slip-line existing culvert		-	-	-	-	-	85,786
A. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	61,285	-	-	-	-
B. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	63,124	-	-	-
C. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	65,017	-	-
D. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	-	66,968	-
Main Street - 100 North to 50 South - Replace old 15 to 18" CMP "		-	-	40,314	-	-	-
Main Street - Pheasant Drive to Chase Lane including crossing at Pheasant Drive - Replace old CMP		-	-	67,102	-	-	-
Main Street - 1075 North (J.P. Stewart south property line) - replace 24 CMP w/ 36" RCP "		-	-	18,301	-	-	-
Main Street crossing at Rigby property -replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	180,608	-	-	-
Main Street crossing at 1700 North (Jennings Lane) - replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	149,163	-	-	-
Main Street - 725 South (Centerville Jr.High south property line) - replace 24 CMP "		-	-	12,996	-	-	-
Frontage Rd. - Air Products & Land Rover -replace 2 - 18 CMP w/ 2 - 24" RCP "		-	-	-	81,955	-	-
Frontage Rd - 100 South (Kohl's south property line) - replace 24 CMP w/ 36" RCP "		-	-	-	55,729	-	-
Frontage Rd - 400 North (Parrish Lane) -replace 36 CMP "		-	-	-	191,227	-	-
Frontage Rd - 625 North (McDonald's North PL) - replace 24 CMP "		-	-	-	43,709	-	-
400 East - 850 South to 700 South		-	-	-	-	92,292	-
Nola Drive - 1200 North to 1350 North		-	-	-	-	141,814	-
200 South - 600 East to 500 East - replace CMP		-	-	-	-	-	64,919
Total Storm Drain Capital Projects		(316,715)	(453,715)	(531,606)	(437,637)	(301,074)	(374,446)
Funding of Depreciation		(28,446)	(28,446)	(28,446)	(28,446)	(28,446)	(28,446)
Total Storm Subdrain Capital Projects		(150,000)	(288,400)	(116,699)	-	-	-
Total CIP (Including 25% Depreciation)		($495,161)	($770,561)	($676,751)	($466,083)	($329,519)	($402,891)
Proposed Series 2016 Proceeds		-					
Proposed Series 2022 Proceeds		-					
Total Change in Cash Position		($465,808)	($782,337)	($707,518)	($516,335)	($408,481)	($501,317)
Beginning Cash Reserves		$536,500	$70,692	($711,645)	($1,419,162)	($1,935,497)	($2,343,979)
Ending Cash Reserves		$70,692	($711,645)	($1,419,162)	($1,935,497)	($2,343,979)	($2,845,296)
Ending Cash Reserves (unrestricted)	$536,500	$70,692	($711,645)	($1,419,162)	($1,935,497)	($2,343,979)	($2,845,296)
Ending Bond Proceeds Balance		-	-	-	-	-	-
Days of Working Capital (unrestricted)		49	(476)	(922)	(1,220)	(1,435)	(1,691)

Scenarios

Scenario 1: No Increase

Scenario 2: One Time Increase (No Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%	0%	0%	0%	0%

Scenario 3: Staggered (2-Years) (No Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%		0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%		0%	0%	0%

Scenario 4: One Time Increase (with Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%	0%	0%	0%	0%

Scenario 5: Staggered (2-Years) with Debt	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]			
Subdrain Utility (IN) Rate Increase		0%				
Subdrain Utility (Out) Rate Increase		0%				

Scenario 2: One Time Increase (No Debt)

		HALF YR					
FISCAL YEAR	2014	2015	2016	2017	2018	2019	2020
Total Operating Revenues	$574,457	$868,176	$1,166,245	$1,174,946	$1,183,765	$1,192,705	$1,201,668
Total Operating Expenditures	($514,351)	($529,782)	($545,675)	($562,045)	($578,907)	($596,274)	($614,162)
Total Non-Operating Revenues (Expenses)	$1,700	$47,437	$47,361	$47,192	$47,431	$108,741	$114,063
Net Revenues Available For Ds	$61,806	$385,832	$667,931	$660,093	$652,290	$705,172	$701,569
Total Storm Debt Service	($62,938)	($67,088)	($95,138)	($102,575)	($110,444)	($187,188)	($197,625)
COVERAGE RATIO		5.75	7.02	6.44	5.91	3.77	3.55
COVERAGE RATIO: w/o Impact Fees		5.08	6.54	5.98	5.48	3.19	2.98
SURPLUS REVENUES	($1,131)	$318,744	$572,794	$557,518	$541,846	$517,984	$503,944
Total Transfers In (Out)	$150,000	-	-	-	-	-	-
Capital Improvement Plan							
Porter Lane - 400 East to 300 East		80,000	-	-	-	-	-
Frontage Rd - 750 North (Creekview) - replace 24 CMP "		-	42,230	-	-	-	-
Frontage Rd - 1300 N. (Community Park) -replace 42 CMP "		-	72,100	-	-	-	-
Frontage Rd - 1375 N. (North PL Community Park) replace 2 - 24 possibly with one new 36" culvert at new grade "		-	61,800	-	-	-	-
Frontage Rd - 1875 N. (Villa de France) -replace 24 CMP - new 36" culvert "		-	66,950	-	-	-	-
Frontage Rd - 2050 N. (Lexington) - replace 24 CMP "		-	46,350	-	-	-	-
Frontage Rd - 2150 N. (Millet) - replace 24 CMP w/ 24" RCP "		-	50,470	-	-	-	-
Frontage Rd. - 2175 N.- replace 24 CMP w/ 24" RCP "		-	52,530	-	-	-	-
I - 15 - Lund Lane - replace 24 CMP w/ 36" RCP "		236,715	-	-	-	-	-
200 East to Deerfield Drive - slip-line existing culvert		-	-	-	-	-	52,167
500 East to Nola Drive - slip-line existing culvert		-	-	-	-	-	114,768
625 North - 150 West - slip-line existing culvert		-	-	-	-	-	56,804
Island View Drive to Island View Park - slip-line existing culvert		-	-	-	-	-	85,786
A. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	61,285	-	-	-	-
B. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	63,124	-	-	-
C. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	65,017	-	-
D. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	-	66,968	-
Main Street - 100 North to 50 South - Replace old 15 to 18" CMP "		-	-	40,314	-	-	-
Main Street - Pheasant Drive to Chase Lane including crossing at Pheasant Drive - Replace old CMP		-	-	67,102	-	-	-
Main Street - 1075 North (J.P. Stewart south property line) - replace 24 CMP w/ 36" RCP "		-	-	18,301	-	-	-
Main Street crossing at Rigby property -replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	180,608	-	-	-
Main Street crossing at 1700 North (Jennings Lane) - replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	149,163	-	-	-
Main Street - 725 South (Centerville Jr.High south property line) - replace 24 CMP "		-	-	12,996	-	-	-
Frontage Rd. - Air Products & Land Rover -replace 2 - 18 CMP w/ 2 - 24" RCP "		-	-	-	81,955	-	-
Frontage Rd - 100 South (Kohl's south property line) - replace 24 CMP w/ 36" RCP "		-	-	-	55,729	-	-
Frontage Rd - 400 North (Parrish Lane) -replace 36 CMP "		-	-	-	191,227	-	-
Frontage Rd - 625 North (McDonald's North PL) - replace 24 CMP "		-	-	-	43,709	-	-
400 East - 850 South to 700 South		-	-	-	-	92,292	-
Nola Drive - 1200 North to 1350 North		-	-	-	-	141,814	-
200 South - 600 East to 500 East - replace CMP		-	-	-	-	-	64,919
Total Storm Drain Capital Projects		(316,715)	(453,715)	(531,606)	(437,637)	(301,074)	(374,446)
Funding of Depreciation		(28,446)	(28,446)	(28,446)	(28,446)	(28,446)	(28,446)
Total Storm Subdrain Capital Projects		(150,000)	(288,400)	(116,699)	-	-	-
Total CIP (Including 25% Depreciation)		($495,161)	($770,561)	($676,751)	($466,083)	($329,519)	($402,891)
Proposed Series 2016 Proceeds			-				
Proposed Series 2022 Proceeds			-	-			
Total Change In Cash Position		($176,416)	($197,767)	($119,233)	$75,763	$188,465	$101,053
Beginning Cash Reserves		$536,500	$360,084	$162,317	$43,084	$118,847	$307,312
Ending Cash Reserves		$360,084	$162,317	$43,084	$118,847	$307,312	$408,365
Ending Cash Reserves (unrestricted)	$536,500	$360,084	$162,317	$43,084	$118,847	$307,312	$408,365
Ending Bond Proceeds Balance							
Days of Working Capital (unrestricted)		248	109	28	75	188	243

Scenarios

Scenario 1: No Increase

Scenario 2: One Time Increase (No Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%	0%	0%	0%	0%

Scenario 3: Staggered (2-Years) (No Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%		0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%		0%	0%	0%

Scenario 4: One Time Increase (with Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%	0%	0%	0%	0%

Scenario 5: Staggered (2-Years) with Debt	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]			
Subdrain Utility (IN) Rate Increase		0%				
Subdrain Utility (Out) Rate Increase		0%				

Scenario 3: Staggered (2-Years) (No Debt)

[redacted]

FISCAL YEAR	2014	HALF YR 2015	2016	2017	2018	2019	2020
Total Operating Revenues	$574,457	$824,767	$1,078,777	$1,304,190	$1,313,980	$1,323,902	$1,333,851
Total Operating Expenditures	($514,351)	($529,782)	($545,675)	($562,045)	($578,907)	($596,274)	($614,162)
Total Non-Operating Revenues (Expenses)	$1,700	$47,437	$47,144	$46,537	$47,418	$109,380	$115,361
Net Revenues Available For Ds	$61,806	$342,423	$580,246	$788,681	$782,491	$837,008	$835,050
Total Storm Debt Service	($62,938)	($67,088)	($95,138)	($102,575)	($110,444)	($187,188)	($197,625)
COVERAGE RATIO		5.10	6.10	7.69	7.08	4.47	4.23
COVERAGE RATIO: w/o Impact Fees		4.44	5.62	7.24	6.66	3.89	3.66
SURPLUS REVENUES	($1,131)	$275,336	$485,108	$686,106	$672,047	$649,820	$637,425
Total Transfers In (Out)	$150,000	-	-	-	-	-	-
Capital Improvement Plan							
Porter Lane - 400 East to 300 East		80,000	-	-	-	-	-
Frontage Rd - 750 North (Creekview) - replace 24 CMP "		-	42,230	-	-	-	-
Frontage Rd - 1300 N. (Community Park) -replace 42 CMP "		-	72,100	-	-	-	-
Frontage Rd - 1375 N. (North PL Community Park) replace 2 - 24 possibly with one new 36" culvert at new grade "		-	61,800	-	-	-	-
Frontage Rd - 1875 N. (Villa de France) -replace 24 CMP - new 36" culvert "		-	66,950	-	-	-	-
Frontage Rd - 2050 N. (Lexington) - replace 24 CMP "		-	46,350	-	-	-	-
Frontage Rd - 2150 N. (Millet) - replace 24 CMP w/ 24" RCP "		-	50,470	-	-	-	-
Frontage Rd. - 2175 N.- replace 24 CMP w/ 24" RCP "		-	52,530	-	-	-	-
I - 15 - Lund Lane - replace 24 CMP w/ 36" RCP "		236,715	-	-	-	-	-
200 East to Deerfield Drive - slip-line existing culvert		-	-	-	-	-	52,167
500 East to Nola Drive - slip-line existing culvert		-	-	-	-	-	114,768
625 North - 150 West - slip-line existing culvert		-	-	-	-	-	56,804
Island View Drive to Island View Park - slip-line existing culvert		-	-	-	-	-	85,786
A. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	61,285	-	-	-	-
B. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	63,124	-	-	-
C. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	65,017	-	-
D. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	-	66,968	-
Main Street - 100 North to 50 South - Replace old 15 to 18" CMP "		-	-	40,314	-	-	-
Main Street - Pheasant Drive to Chase Lane including crossing at Pheasant Drive - Replace old CMP		-	-	67,102	-	-	-
Main Street - 1075 North (J.P. Stewart south property line) - replace 24 CMP w/ 36" RCP "		-	-	18,301	-	-	-
Main Street crossing at Rigby property -replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	180,608	-	-	-
Main Street crossing at 1700 North (Jennings Lane) - replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	149,163	-	-	-
Main Street - 725 South (Centerville Jr.High south property line) - replace 24 CMP "		-	-	12,996	-	-	-
Frontage Rd. - Air Products & Land Rover -replace 2 - 18 CMP w/ 2 - 24" RCP "		-	-	-	81,955	-	-
Frontage Rd - 100 South (Kohl's south property line) - replace 24 CMP w/ 36" RCP "		-	-	-	55,729	-	-
Frontage Rd - 400 North (Parrish Lane) -replace 36 CMP "		-	-	-	191,227	-	-
Frontage Rd - 625 North (McDonald's North PL) - replace 24 CMP "		-	-	-	43,709	-	-
400 East - 850 South to 700 South		-	-	-	-	92,292	-
Nola Drive - 1200 North to 1350 North		-	-	-	-	141,814	-
200 South - 600 East to 500 East - replace CMP		-	-	-	-	-	64,919
Total Storm Drain Capital Projects		(316,715)	(453,715)	(531,606)	(437,637)	(301,074)	(374,446)
Funding of Depreciation		(28,446)	(28,446)	(28,446)	(28,446)	(28,446)	(28,446)
Total Storm Subdrain Capital Projects		(150,000)	(288,400)	(116,699)	-	-	-
Total CIP (Including 25% Depreciation)		($495,161)	($770,561)	($676,751)	($466,083)	($329,519)	($402,891)
Proposed Series 2016 Proceeds							
Proposed Series 2022 Proceeds		-	-	-	-	-	-
Total Change in Cash Position		($219,825)	($285,452)	$9,355	$205,965	$320,301	$234,534
Beginning Cash Reserves		$536,500	$316,675	$31,223	$40,578	$246,543	$566,844
Ending Cash Reserves		$316,675	$31,223	$40,578	$246,543	$566,844	$801,378
Ending Cash Reserves (unrestricted)	$536,500	$316,675	$31,223	$40,578	$246,543	$566,844	$801,378
Ending Bond Proceeds Balance		-	-	-	-	-	-
Days of Working Capital (unrestricted)		218	21	26	155	347	476

Scenarios

Scenario 1: No Increase

Scenario 2: One Time Increase (No Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%	0%	0%	0%	0%

Scenario 3: Staggered (2-Years) (No Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%		0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%		0%	0%	0%

Scenario 4: One Time Increase (with Debt)	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase		0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase		0%	0%	0%	0%	0%

Scenario 5: Staggered (2-Years) with Debt	FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase	[redacted]	0%	[redacted]			
Subdrain Utility (IN) Rate Increase		0%				
Subdrain Utility (Out) Rate Increase		0%				

Scenario 4: One Time Increase (with Debt)

		HALF YR					
FISCAL YEAR	2014	2015	2016	2017	2018	2019	2020
Total Operating Revenues	$574,457	$752,419	$932,996	$939,957	$947,012	$954,164	$961,334
Total Operating Expenditures	($514,351)	($529,782)	($545,675)	($562,045)	($578,907)	($596,274)	($614,162)
Total Non-Operating Revenues (Expenses)	$1,700	$47,437	$46,782	$48,613	$50,384	$112,084	$115,547
Net Revenues Available For Ds	$61,806	$270,075	$434,103	$426,525	$418,490	$469,974	$462,719
Total Storm Debt Service	($62,938)	($67,088)	($231,853)	($239,291)	($247,160)	($323,903)	($334,341)
COVERAGE RATIO		4.03	1.87	1.78	1.69	1.45	1.38
COVERAGE RATIO: w/o Impact Fees		3.36	1.68	1.59	1.50	1.12	1.05
SURPLUS REVENUES	($1,131)	$202,988	$202,250	$187,234	$171,330	$146,070	$128,378
Total Transfers In (Out)	$150,000	-	-	-	-	-	-
Capital Improvement Plan							
Porter Lane - 400 East to 300 East		80,000	-	-	-	-	-
Frontage Rd - 750 North (Creekview) - replace 24 CMP "		-	42,230	-	-	-	-
Frontage Rd - 1300 N. (Community Park) -replace 42 CMP "		-	72,100	-	-	-	-
Frontage Rd - 1375 N. (North PL Community Park) replace 2 - 24 possibly with one new 36" culvert at new grade "		-	61,800	-	-	-	-
Frontage Rd - 1875 N. (Villa de France) -replace 24 CMP - new 36" culvert "		-	66,950	-	-	-	-
Frontage Rd - 2050 N. (Lexington) - replace 24 CMP "		-	46,350	-	-	-	-
Frontage Rd - 2150 N. (Millet) - replace 24 CMP w/ 24" RCP "		-	50,470	-	-	-	-
Frontage Rd. - 2175 N.- replace 24 CMP w/ 24" RCP "		-	52,530	-	-	-	-
I - 15 - Lund Lane - replace 24 CMP w/ 36" RCP "		236,715	-	-	-	-	-
200 East to Deerfield Drive - slip-line existing culvert		-	-	-	-	-	52,167
500 East to Nola Drive - slip-line existing culvert		-	-	-	-	-	114,768
625 North - 150 West - slip-line existing culvert		-	-	-	-	-	56,804
Island View Drive to Island View Park - slip-line existing culvert		-	-	-	-	-	85,786
A. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	61,285	-	-	-	-
B. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	63,124	-	-	-
C. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	65,017	-	-
D. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	-	66,968	-
Main Street - 100 North to 50 South - Replace old 15 to 18" CMP "		-	-	40,314	-	-	-
Main Street - Pheasant Drive to Chase Lane including crossing at Pheasant Drive - Replace old CMP		-	-	67,102	-	-	-
Main Street - 1075 North (J.P. Stewart south property line) - replace 24 CMP w/ 36" RCP "		-	-	18,301	-	-	-
Main Street crossing at Rigby property -replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	180,608	-	-	-
Main Street crossing at 1700 North (Jennings Lane) - replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	149,163	-	-	-
Main Street - 725 South (Centerville Jr.High south property line) - replace 24 CMP "		-	-	12,996	-	-	-
Frontage Rd. - Air Products & Land Rover -replace 2 - 18 CMP w/ 2 - 24" RCP "		-	-	-	81,955	-	-
Frontage Rd - 100 South (Kohl's south property line) - replace 24 CMP w/ 36" RCP "		-	-	-	55,729	-	-
Frontage Rd - 400 North (Parrish Lane) -replace 36 CMP "		-	-	-	191,227	-	-
Frontage Rd - 625 North (McDonald's North PL) - replace 24 CMP "		-	-	-	43,709	-	-
400 East - 850 South to 700 South		-	-	-	-	92,292	-
Nola Drive - 1200 North to 1350 North		-	-	-	-	141,814	-
200 South - 600 East to 500 East - replace CMP		-	-	-	-	-	64,919
Total Storm Drain Capital Projects		(316,715)	(453,715)	(531,606)	(437,637)	(301,074)	(374,446)
Funding of Depreciation		(28,446)	(28,446)	(28,446)	(28,446)	(28,446)	(28,446)
Total Storm Subdrain Capital Projects		(150,000)	(288,400)	(116,699)	-	-	-
Total CIP (Including 25% Depreciation)		($495,161)	($770,561)	($676,751)	($466,083)	($329,519)	($402,891)
Proposed Series 2016 Proceeds			$1,895,671			-	
Proposed Series 2022 Proceeds		-	-	-	-	-	-
Total Change in Cash Position		($292,173)	$1,327,360	($489,517)	($294,752)	($183,449)	($274,513)
Beginning Cash Reserves		$536,500	$244,327	$1,571,687	$1,082,170	$787,418	$603,969
Ending Cash Reserves		$244,327	$1,571,687	$1,082,170	$787,418	$603,969	$329,456
Ending Cash Reserves (unrestricted)	$536,500	$244,327	$446,577	$633,810	$787,418	$603,969	$329,456
Ending Bond Proceeds Balance		-	$1,125,110	$448,360	-	-	-
Days of Working Capital (unrestricted)		168	299	412	496	370	196

Scenarios

Scenario 1: No Increase

Scenario 2: One Time Increase (No Debt)		FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase		[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase			0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase			0%	0%	0%	0%	0%

Scenario 3: Staggered (2-Years) (No Debt)		FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase		[redacted]	0%	[redacted]	0%	0%	0%
Subdrain Utility (IN) Rate Increase			0%		0%	0%	0%
Subdrain Utility (Out) Rate Increase			0%		0%	0%	0%

Scenario 4: One Time Increase (with Debt)		FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase		[redacted]	0%	0%	0%	0%	0%
Subdrain Utility (IN) Rate Increase			0%	0%	0%	0%	0%
Subdrain Utility (Out) Rate Increase			0%	0%	0%	0%	0%

Scenario 5: Staggered (2-Years) with Debt		FY 2015	2016	2017	2018	2019	2020
Storm Utility Rate Increase		[redacted]	0%	[redacted]			
Subdrain Utility (IN) Rate Increase			0%				
Subdrain Utility (Out) Rate Increase			0%				

Scenario 5: Staggered (2-Years) with Debt

		HALF YR					
FISCAL YEAR	2014	2015	2016	2017	2018	2019	2020
Total Operating Revenues	$574,457	$694,541	$816,372	$945,831	$981,403	$1,018,632	$1,056,508
Total Operating Expenditures	($514,351)	($529,782)	($545,675)	($562,045)	($578,907)	($596,274)	($614,162)
Total Non-Operating Revenues (Expenses)	$1,700	$47,437	$46,493	$47,739	$49,536	$111,403	$115,184
Net Revenues Available For Ds	$61,806	$212,197	$317,189	$431,525	$452,032	$533,761	$557,531
Total Storm Debt Service	($62,938)	($67,088)	($231,853)	($239,291)	($247,160)	($323,903)	($334,341)
COVERAGE RATIO		3.16	1.37	1.80	1.83	1.65	1.67
COVERAGE RATIO: w/o Impact Fees		2.50	1.17	1.61	1.64	1.31	1.33
SURPLUS REVENUES	($1,131)	$145,109	$85,336	$192,234	$204,872	$209,857	$223,190
Total Transfers In (Out)	$150,000	-	-	-	-	-	-
Capital Improvement Plan							
Porter Lane - 400 East to 300 East		80,000	-	-	-	-	-
Frontage Rd - 750 North (Creekview) - replace 24 CMP "		-	42,230	-	-	-	-
Frontage Rd - 1300 N. (Community Park) -replace 42 CMP "		-	72,100	-	-	-	-
Frontage Rd - 1375 N. (North PL Community Park) replace 2 - 24 possibly with one new 36" culvert at new grade "		-	61,800	-	-	-	-
Frontage Rd - 1875 N. (Villa de France) -replace 24 CMP - new 36" culvert "		-	66,950	-	-	-	-
Frontage Rd - 2050 N. (Lexington) - replace 24 CMP "		-	46,350	-	-	-	-
Frontage Rd - 2150 N. (Millet) - replace 24 CMP w/ 24" RCP "		-	50,470	-	-	-	-
Frontage Rd. - 2175 N.- replace 24 CMP w/ 24" RCP "		-	52,530	-	-	-	-
I - 15 - Lund Lane - replace 24 CMP w/ 36" RCP "		236,715	-	-	-	-	-
200 East to Deerfield Drive - slip-line existing culvert		-	-	-	-	-	52,167
500 East to Nola Drive - slip-line existing culvert		-	-	-	-	-	114,768
625 North - 150 West - slip-line existing culvert		-	-	-	-	-	56,804
Island View Drive to Island View Park - slip-line existing culvert		-	-	-	-	-	85,786
A. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	61,285	-	-	-	-
B. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	63,124	-	-	-
C. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	65,017	-	-
D. Deuel Creek - 4' x 8' Box Culvert - 400 S. - 400 W. to 800 W.		-	-	-	-	66,968	-
Main Street - 100 North to 50 South - Replace old 15 to 18" CMP "		-	-	40,314	-	-	-
Main Street - Pheasant Drive to Chase Lane including crossing at Pheasant Drive - Replace old CMP		-	-	67,102	-	-	-
Main Street - 1075 North (J.P. Stewart south property line) - replace 24 CMP w/ 36" RCP "		-	-	18,301	-	-	-
Main Street crossing at Rigby property -replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	180,608	-	-	-
Main Street crossing at 1700 North (Jennings Lane) - replace 24 CMP w/ 24" RCP also includes new 18" system running east "		-	-	149,163	-	-	-
Main Street - 725 South (Centerville Jr.High south property line) - replace 24 CMP "		-	-	12,996	-	-	-
Frontage Rd. - Air Products & Land Rover -replace 2 - 18 CMP w/ 2 - 24" RCP "		-	-	-	81,955	-	-
Frontage Rd - 100 South (Kohl's south property line) - replace 24 CMP w/ 36" RCP "		-	-	-	55,729	-	-
Frontage Rd - 400 North (Parrish Lane) -replace 36 CMP "		-	-	-	191,227	-	-
Frontage Rd - 625 North (McDonald's North PL) - replace 24 CMP "		-	-	-	43,709	-	-
400 East - 850 South to 700 South		-	-	-	-	92,292	-
Nola Drive - 1200 North to 1350 North		-	-	-	-	141,814	-
200 South - 600 East to 500 East - replace CMP		-	-	-	-	-	64,919
Total Storm Drain Capital Projects		(316,715)	(453,715)	(531,606)	(437,637)	(301,074)	(374,446)
Funding of Depreciation		(28,446)	(28,446)	(28,446)	(28,446)	(28,446)	(28,446)
Total Storm Subdrain Capital Projects		(150,000)	(288,400)	(116,699)	-	-	-
Total CIP (Including 25% Depreciation)		($495,161)	($770,561)	($676,751)	($466,083)	($329,519)	($402,891)
Proposed Series 2016 Proceeds		-	$1,895,671			-	-
Proposed Series 2022 Proceeds		-			-	-	-
Total Change in Cash Position		($350,051)	$1,210,446	($484,516)	($261,210)	($119,662)	($179,701)
Beginning Cash Reserves		$536,500	$186,449	$1,396,895	$912,378	$651,168	$531,506
Ending Cash Reserves		$186,449	$1,396,895	$912,378	$651,168	$531,506	$351,804
Ending Cash Reserves (unrestricted)	$536,500	$186,449	$271,784	$464,019	$651,168	$531,506	$351,804
Ending Bond Proceeds Balance	-	-	[illegible]	[illegible]	-	-	-
Days of Working Capital (unrestricted)		128	182	301	411	325	209

estimate. He recommended the removal of the old pipe be deleted from the proposal, reducing the cost by $5,700 to $17,665. The old pipe could be removed by Staker Paving, if necessary, during street reconstruction.

Mr. Thacker explained this project cannot wait three weeks as the job needs to be awarded and the work begun. There was a possibility of delaying the project until next spring, but the project would then have to be rebid. Councilman Bangerter asked why a bid was obtained from only one company. Mr. Thacker explained that the City has an existing contract with Boyce Construction. The City is amending the contract that already exists to allow Boyce Construction to do the project. Because of time constraints, an open bid was not solicited. The unit prices are very similar to those in the original cost.

Councilman Nelson stated the City Council needs to understand that on the Chase Lane project, it could well establish a precedent for future Deuel Creek projects.

Councilman Nelson made a **motion** to authorize of staff to relocate the Deuel Creek irrigation line (via a contract amendment with Boyce Construction) and amend the current Staker Paving Contract by approving a change order pertaining to the reconstruction of Chase Lane. It is the intention of the City Council that the City will share the cost of relocating the water line 50/50 Centerville with Deuel Creek Irrigation Company. By doing this, the City is not establishing a precedent for future projects. The City will pay for the engineering costs. Councilman Russell seconded the motion which passed by unanimous vote (5-0).

Unanimous consent was given to discuss item number five on the agenda.

CREATION OF A DRAINAGE UTILITY

Mayor Hirschi explained there has been a drainage problem in Centerville for several years. Ron Craven, Planning Commission Chairman, was chairman of an advisory committee in 1997 to study surface and subsurface water problems in Centerville. Mayor Hirschi asked Mr. Craven to give a report of the committee's findings.

Mr. Craven explained that three years ago, former Mayor Todd asked several citizens in Centerville to form a committee to study the issue of water management in Centerville. The other members of that committee were Bud Stanford, Dean Layton, Judy Mendenhall, Leon Nelson, Joe Kjar, Craig Salmon, Kevin Barkdull, and Dale Anderson. The committee concluded the following:

1. Storm and subsurface water facilities should be integrated into one storm water management program. This is a city-wide problem, not just an east or west side problem.

2. The best method to provide the financing for a comprehensive storm water management program would be to establish a storm sewer utility fund.

3. Current City funding is inadequate to provide for an adequate level of service related to the operation, maintenance and capital needs for storm and subsurface water facilities.

Recommendations are as follows:

1. The Centerville City Council should proceed with the establishment of a storm sewer utility fund and establish a monthly storm sewer fee to pay for storm water operation, maintenance, and capital expenses. The City Council should consider initiating a $4.00 monthly per household fee for storm water services to be provided by the City. Commercial and industrial property should pay a fee based on the residential fee with adjustments for the amount of impervious surface areas and other appropriate factors.

2. During the first and second year of operation, the City should focus on implementing an aggressive operation and maintenance program for subsurface and storm water facilities and prepare an updated Capital Master Improvement Plan for such a fund.

The conclusion is there is a serious problem for Centerville and in order to combat the problem, it is recommended that a financial means be established to start maintenance. If something is not done immediately, the capital expenditures will become so great and so burdensome that everyone will suffer. The committee recommends the City Council move ahead with a utility fund.

Mr. Thacker said the solution is a user fee that is related to the benefit received or the burden created for local government to deal with, which is based on the amount of impervious surface on each parcel. All properties would be subject to a user fee with the exception of undeveloped land. Credit would be applied for property owners who have constructed detention basins or who will construct detention basins. A map of the Centerville Storm Drain System was viewed. The majority of the funds received would be used to maintain the existing storm drain system. Some funds would be used to investigate the condition of all subdrains in the city. Any money remaining would be used toward completing the gaps in the system and replacing parts of the system when it becomes necessary. A pump station will need to be installed that will pump ground water under the I-15 freeway. This drainage utility fee will also enable Centerville to deal with the Environmental Protection Agency (EPA) regulations which will become effective in October 1999. There will be one employee hired to monitor contract maintenance services.

Mayor Hirschi opened the public hearing for comments.

Richard Brown, 141 North 100 East

Mr. Brown said he believes the storm drain system is needed and it is a proper function of city government, but he disapproves of the way it is proposed to be funded. He believes the fee is really a tax and that the money for the storm system could be obtained by making cuts in other areas of the city and apply these funds to the storm drain system.

John Gold, Pineae Nursery, 675 North Main

Mr. Gold said that Pineae does not drain their water into the City storm drain system. It drains into Parrish Creek. Pineae installed a culvert on their property with the help of Davis County after the 1983 floods and has requested the City and County to clean the culvert which they have not done. He believes it is not fair for the City to request money from Pineae when they did not help build the culvert. Mr. Gold believes the drainage problems have been caused by the expansion of businesses and homes in Centerville.

Fred Hale, Colonial Building Supply, 530 North 400 West

Mr. Hale said his business moved to Centerville three years ago and at that time he was assessed storm drainage fees, and he also installed a 24-inch storm drain line which cost $24,000. Mr. Hale asked where the $24,000 was spent that he paid three years ago. He believes the proposed fee is excessive. Mr. Thacker replied the impact fees have been used to build the storm drain system that ties all the systems together to get the infrastructure in place.

Daniel Jones, 1125 West 650 North

Mr. Jones owns five acres of property in the industrial park and he believes he is being assessed unfairly. He has developed only 18,500 square feet but is being assessed for the entire property. Randy Randall responded that the definition in the ordinance states that hard surfacing or gravel is equivalent to pavement that the water would run off. This is why he is being charged for the gravel.

Rod Lawrence, 1837 North 300 East

Mr. Lawrence feels the businesses are carrying an unfair burden of the fee compared to the residents.

Mr. Thacker responded that a sampling of 107 homes was taken and it was determined the average impervious surface was 3,600 square feet. The business fee is determined by the number of square feet of hard surface divided by 3,600 square feet multiplied by $4.00.

Gary Payne, Davis School District, 45 East State Street, Farmington

Mr. Payne said he believes the proposed fee is a tax levy against the Davis School District, which is being used to upgrade the Centerville infrastructure. Utah State Code prohibits the school district from paying for the upgrading of infrastructure off of school district property. It is improper for the City to charge this fee to the school district since school taxes are paid by other cities and their taxes should not be used for Centerville's infrastructure.

Lisa Romney, City Attorney, replied the City has studied this issue and it is a utility fee, not a tax. Sewer utility fees have been upheld against school districts in court, including the Salt Lake County Flood District. Salt Lake City school districts pay a utility fee that Salt Lake City charges.

William Rohletter, 590 South 300 East
Mr. Rohletter said the garbage fee was never reduced after the containers were paid for and he believes if the proposed $4.00 fee is implemented, it will never be reduced and it can be enhanced with additional fees.

Blaine Lutz, Finance Director, replied that the garbage cans were paid for three years ago but the contracted collector increased his collection fee.

Blair Furner, 501 North 100 East
Mr. Furner believes there are other services in the city that could be cut back in order to provide the funds for the storm drain system. The catch basins are not effective, the water still needs to be drained off. The subsurface drains belong to the City if they are on City property. Homeowners should be responsible for what is installed on their property.

Charles North, Syro Inc., 950 West 400 South
Mr. North believes the measurements for impervious surfaces are incorrect and need to be restudied. Areas that are gravel should not be listed as impervious because the water will drain down. Mr. North said that Syro, Inc. has built ponds and retention basins to retain runoff.

Dave Bell, Dave's Import Auto, 335 So. Frontage Road
Mr. Bell said he paid $5,500 in 1994 to have a drainage pipe installed to collect runoff water in his parking lot. He feels the proposed fee is unfair.

Joe Rollins, 118 South 100 East
Mr. Rollins believes there could be a problem in trying to drain the water under the I-15 freeway. He asked about the EPA guidelines on the removal of water. He believes that undeveloped land should be charged a drainage fee the same as everybody else. The City should take care of the storm drain system and not hire a new employee.

Jay Meservy, President, Pheasantbrook Homeowners Assoc. 210 Pebblewood Lane
Mr. Meservy said there are 36 buildings in Pheasantbrook with each building equivalent to two homes. The proposed fee for Pheasantbrook is $549.33 per month which Mr. Meservy believes is incorrect. He believes that an assessment is being created that is disproportionate to high-density

housing. Randy Randall explained the measurements for Pheasantbrook also included the tennis court and the RV storage unit.

Marvin Neff,

Mr. Neff does not agree with the precept of another tax. The money should come from the City coffers as enough money has been spent on drainage problems. Mr. Neff says the City has been unresponsive in the past to drainage problems and he has had to rent a backhoe to fix drainage problems himself.

Nola Miller, 1448 West 500 East

Mrs. Miller asked several neighbors to come to the meeting tonight but they refused because they believe the proposed fee is a done deal. She believes the water from the creeks should not be dumped into the Great Salt Lake but should be used to beautify the city.

Lee Skabelund, 466 East 200 South

Mr. Skabelund has worked for the U.S. Forest Service in Natural Resources for 32 years and he is concerned about the methods being used to collect the proposed fee. He is concerned about the method of calculating the impervious surfaces because not all impervious surfaces contribute to water runoff. He believes the importing of water from the Weber Basin system has caused many of the water problems in Centerville because the citizens don't want to give up the water.

Magedalena Slater, 111 West 280 South

Mrs. Slater has lived in Centerville for 31 years, and for 29 years she has had water problems in her home every winter. She has not been able to get the City to install a drainage system. She said she doesn't mind paying $4.00 per month if it would solve her water problems.

Mark Green, 182 West 1450 North

Mr. Green developed the Evergreen Business Park and was assessed a fee of $82,500 before he negotiated for some credits for the storm drain, which captures and services water that does not come from his 20 acres. His contention is the City is trying to catch-up on something that was given away before. He believes Centerville impact fees and property taxes are the highest of any city on the Wasatch Front.

Councilwoman Luczak requested figures of impact fees and property taxes compared to other cities along the Wasatch Front.

Mayor Hirschi stated that more time is needed by the City Council before a decision is made on the Drainage Utility Fee.

Al Roden, 766 South 600 East

Mr. Roden said the reason there was not participation at earlier hearings is because when the City Council says they are going to do something there is no approximation of what it is going to cost. There needs to be better clarity.

Mayor Hirschi closed the public hearing.

The City Council agreed after discussion that the drainage utility problem needs to be taken care of as soon as possible and not delayed further. Also, the calculation of impervious surfaces needs to be studied in greater detail.

Councilman Barton made a **motion** to table action on the drainage utility issue until the next City Council meeting on September 7, 1999. A workshop will be held on August 31, 1999 at 7:00 p.m. to evaluate this issue further. Councilwoman Luczak seconded the motion which passed by unanimous vote (5-0).

CITY MANAGER UPDATE

A. Barnard Debris Basin

Mr. Thacker reported that due to recent geotechnical information, it has been determined the bedrock on the south side of the canyon is deeper than was anticipated. This means it will cost more money than was originally budgeted for because it will require more excavation and more concrete. The City is now between $150,000 - $200,000 short. Mr. Thacker is meeting with CDBG officials to try and acquire more money for the project.

B. I-15 Flood Control Culvert Agreement

Mr. Thacker reported if the funding for the Barnard Debris Basin is taken out of the I-15 Flood Control Culvert fund, there will not be enough money to complete the culvert. The culvert must be completed within the next 12 months.

C. Candidate Meeting

Mr. Thacker explained that in another city where he has served as City Manager, he conducted orientation sessions prior to an election in which factual information was given to the candidates regarding budgets, city projects, etc. Mr. Thacker asked for input from the City Council. The Council's reaction to this idea was mixed.

Mr. Thacker reported that he will be receiving submittals from potential candidates for the next city newsletter. He asked if the City Council wants to establish guidelines for these submittals. Council said no, except for a space limitation.

Minutes of the Centerville City Council Workshop held Tuesday, August 31, 1999 at 7:00 p.m. in the Centerville City Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT:

Mayor:	Frank W. Hirschi
Council Members:	Rick S. Bangerter Michael B. Barton Francine G. Luczak William O. Nelson Ron G. Russell
City Manager:	Steve Thacker
Recording Secretary:	Karrie Carlson
STAFF PRESENT:	Blaine Lutz, Finance Director/Assistant to City Manager Lisa Romney, Assistant City Attorney Randy Randall, Public Works Director Dustin Lewis, Public Works Intern
VISITORS:	Nancy Smith, Jim Stephens, Blaine Davies, Fred Pettersson, Kyle Davies
PRAYER:	Councilman Rick S. Bangerter

DRAINAGE UTILITY DISCUSSION

Steve Thacker, City Manager, updated the Council on a discussion he, staff and Lisa Romney, Assistant City Attorney, had with Shaun Pigott regarding other possible drainage fee credits. Mr. Thacker stated that Mr. Pigott's opinion was water detention and water quality would be the only two credits the City should offer. He further stated that Mr. Pigott indicated that there is one City he is aware of that offers a credit for water quality education, but he did not recommend this to Centerville. It was a concern of the Council that whatever the credits and flat fee are determined to be the City needs to be sure that there will be enough money to accomplish the goals originally discussed.

Mr. Thacker and Lisa Romney lead a discussion of what type of credits and how much to credit for schools, churches and businesses. The Council was concerned about the letter the Davis School District wrote to the City regarding the drainage fees. Lisa Romney explained, in her discussion with Mr. Pigott, it was possible to offer an entity, such as the Davis School District, the opportunity for additional drainage fee credits if it had a facility that provided a significant benefit to the overall drainage system by handling detention for additional areas. After some discussion, it was determined that the Mayor and staff could try to work with Davis School District to discuss the construction of detention basins on specific school properties for a significant drainage fee credit. Councilman

Barton stated that the Council should consider the ratio of private citizens to Centerville businesses. He further stated that because of the greater number of private citizens he would like the City to consider decreasing the Equivalent Service Unit (ESU) basic fee instead of offering a lot of drainage fee credits to businesses.

The Council and staff discussed possible scenarios for the break down of the fee credits for water detention and water quality if the City were to offer credit for both. Mr. Thacker reviewed with Council a pro forma budget and estimated fees (without credits) for schools, churches and business. Council discussed with staff how reducing the ESU to $3.50 or $3.00 would affect the budget. It was the Council's majority opinion that the ESU should be set initially high enough to address the full scope of needs and to try to avoid raising the ESU each year.

Mr. Thacker reviewed with the Council more of the budget and salary for the new employee to be over this project. Council also discussed the possibility of the new employee handling other duties in the City. Mr. Thacker indicated that is a possibility, but reminded the Council that for the first year or so of implementing this program the employee will likely be very focused on the Drainage Utility.

Dustin Lewis explained the credit and adjustment criteria. He directed the Council to page 4 of his report and explained the rationale of how the drainage fee credits are calculated. The Council asked if this rationale is defensible if the School District wants to challenge the drainage fee. Lisa Romney and Steve Thacker believe the drainage fee is defensible. Mr. Lewis reviewed in greater detail with the Council how he came to his calculations. He also reviewed with the Council a draft of the application for drainage fee credit and the process a business would go through to obtain the credit.

The Council discussed with staff some of the citizen concerns expressed in the last Council meeting. Mr. Thacker stated that Randy Randall had met with Mr. Skabeland and discussed his suggestion regarding retaining water on each parcel of land throughout Centerville. He stated this is done in rural areas and would not be feasible in an urban environment. Mr. Thacker explained the possibility of a property tax increase was explored as an alternate to a fee, but found that it would in fact be more costly to the private citizens.

Randy Randall showed a slide presentation of certain sites in Centerville with gravel areas and detention facilities. He stated that there are many gravel areas that are impervious areas. Mr. Thacker stated that according to Mr. Pigott, gravel if loose is permeable, gravel if trafficked is impervious. Mr. Randall added that there are many gray areas between the two and each case would need to be addressed. Lisa Romney concurred with Mr. Randall's statement and added that Salt Lake City has adopted similar methodology regarding permeable and impervious gravel.

Mr. Thacker provided the Council with some backup material that refutes accusations made at the last City Council meeting that Centerville has the highest tax and impact fees in the County. Mr. Lutz also provided the Council with the expenditures of the Storm Drain Capital Improvement Fund for the last eight years to show how the monies have been spent.

In concluding the workshop Council directed staff to explore the idea of additional credits for regional detention capacity. Staff was also directed to look at the enforcement issue if someone does not receive a water billing. The Council agreed to meet at 6:00 p.m. prior to the next City Council meeting to discuss these issues.

Marilyn Holje

Marilyn Holje, City Recorder

9-21-99

Date Approved

Karrie Carlson

Karrie Carlson, Recording Secretary

CENTERVILLE

Staff Backup Report
12/16/2014

Item No.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

	Description
D	City Manager Summary of December 16, 2014 Council meeting

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/16/2014

Item No. 1.

Short Title: Presentation to winners of Youth Council Coloring Contest

Initiated By:

Scheduled Time: 7:10

SUBJECT

RECOMMENDATION

Mayor Cutler and Youth Council Mayor Jessica Greer will present awards for the 2014 Christmas coloring contest. Following the awards presentation, congratulate the award recipients and express appreciation to all children who submitted entries. Also thank the Youth Council for sponsoring the annual event.

BACKGROUND

The list of winners is attached for the Council only. The three winners in each grade category have been notified, but they will not know whether they are 1st, 2nd or 3rd place until the meeting. There are three winners in each of the following categories:

Pre-School- Kindergarten
1st Grade - 2nd Grade
3rd Grade - 4th Grade
5th Grade - 6th Grade

All winners will receive gift cards in varying amounts.

ATTACHMENTS:

Description

D Coloring Contest Winners 2014

CENTERVILLE

Staff Backup Report
12/16/2014

Item No. 2.

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time: 7:25

SUBJECT

November 25, 2014 work session; December 2, 2014 City Council meeting

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- November 25, 2014 work session
- December 2, 2014 City Council meeting

Minutes of the Centerville City Council **work session** held Tuesday, November 25, 2014 at 5:00 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 Lawrence Wright
STAFF PRESENT	Steve Thacker, City Manager Blaine Lutz, Finance Director/Assistant City Manager Randy Randall, Public Works Director Kevin Campbell, City Engineer Katie Rust, Recording Secretary
VISITOR	Fred Philpot, Lewis Young Robertson Burningham Interested Citizens (see attached sign-in sheet)

DRAINAGE MASTER PLAN UPDATE AND DRAINAGE UTILITY FUND RATE STUDY

Randy Randall, Public Works Director, presented maps of proposed storm drain improvements in five-year increments. Councilman Wright stated that at some point he would like the Council and staff to have a discussion regarding potential corrosive impact of fluoride in the water on City pipes. Mr. Thacker explained that replacing culverts along the Frontage Road was scheduled four or five years out on the Drainage Master Plan, but staff recommends the timing be moved up to allow the Frontage Road bike lane project to be completed sooner, with Federal funding. Mr. Randall stated that many of the projects are timed to take advantage of outside funding. He displayed portions of corroded pipe found on 400 East to demonstrate the condition of some drainage pipes. Councilman Wright asked why replacing the pipes was scheduled so far out on the Master Plan if they were in such bad condition. Mr. Thacker responded that replacing the pipes on the Frontage Road was scheduled for five years out, but funding for the bike lane project is available sooner than expected, and staff feels the culverts should be replaced prior to the bike lane project. Mr. Randall added that all of the corrugated metal pipes in the City are old, and the City needs to speed up the timing of replacement. The City is replacing the steel pipes with concrete pipes that have a much longer life expectancy. Mr. Randall stated that most of the projects will be funded from the Storm Drain Fund since most of the projects are replacement projects.

Kevin Campbell, City Engineer, explained a cost-sharing opportunity with the County for culvert improvements on Porter Lane between 400 West and the Frontage Road over a 4-5 year period. Staff explained that the life span of some of the pipes can be increased by adding a lining, and explained why different pipes are used in different locations. Mr. Campbell explained the importance of the proposed drainage project at Lund Lane.

Councilwoman Fillmore asked why a specific storm drain project under the freeway on the project map for 6-10 years out was not scheduled to coincide with the UDOT rebuild of I-15. Staff agreed to look again at the timing of the project. Mr. Philpot commented that removing the freeway project from the project list would affect the impact fee study. Most of the projects staff proposes moving up on the timeline are not growth related and would not affect the impact fee study. Mr. Campbell pointed out drainage culverts that the City would propose be upsized when the freeway is rebuilt, with the City most likely paying for the cost of upsizing.

City drainage systems are designed to accommodate a 10-year flood event; County stream channel systems are designed to accommodate a 100-year event. Mayor Cutler asked how much cash the City has on hand to cover projects, and how much revenue is generated by the fee per year. Mr. Lutz responded the City has approximately $350,000 (after accounting for an informal debt service reserve) available with approximately $50,000 net revenues over maintenance expenditures per year. Mr. Philpot stated the City would not be able to fund the planned projects without debt or a substantial rate increase in year one. Last year the Council indicated it did not want to consider the debt option and did not want to include inflation in the rate. Mr. Philpot explained that the debt option would allow the cost of a project with a life expectancy of 50 years to be spread out and paid for by the citizens utilizing it over time, rather than charging current citizens the full cost of the project.

Mr. Randall said he intends to meet with utility entities to coordinate needed street work with planned projects. He expressed a desire to have a comprehensive plan for all work that needs to be done, with drainage projects comprising only a portion. Mr. Campbell stated that more than half of the projects proposed for the next five years are replacement projects. Mayor Cutler said he would like to consider rate increases with and without bonding to accomplish the proposed project list. Councilwoman Fillmore agreed, and stated she feels an inflationary annual increase is important. Councilwoman Ivie said she would like to see a variety of options, but she strongly leans toward no debt. Mr. Philpot commented that the City's storm drain portion of existing bond debt expires in six years. The water portion continues until 2032. Councilman Averett said he would prefer a debt-free option, but would like to explore multiple options. Councilman Higginson stated he wants the City to be prepared, and he would like to see options with a rate increase and bonding together. Councilman Wright expressed concern for the cumulative effect of fees on citizens and asked if there is a way to cap total fees. Mr. Thacker reminded the Council that drainage rates have not increased for a long time. Councilman Wright said he would like to know how the current value of the rate compares to the value when the rate was established. Councilwoman Fillmore stated she is fully supportive of coordinating all utility needs with the project list.

ADJOURNMENT

At 6:50 p.m. Mayor Cutler adjourned the work session.

______________________________ ____________________

Marsha L. Morrow, City Recorder Date Approved

____

Katie Rust, Recording Secretary

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

MEMBERS PRESENT

Mayor	Paul A. Cutler
Council Members	Tamilyn Fillmore John T. Higginson Stephanie Ivie Lawrence Wright
MEMBER ABSENT	Ken S. Averett
STAFF PRESENT	Steve Thacker, City Manager Blaine Lutz, Finance Director/Assistant City Manager Neal Worsley, Centerville Police Chief Cory Snyder, Community Development Director Lisa Romney, City Attorney Katie Rust, Recording Secretary
VISITORS	Jeff Bassett, South Davis Metro Fire Chief Interested citizens (see attached sign-in sheet)
PLEDGE OF ALLEGIANCE	Justin Boucher
PRAYER OR THOUGHT	Councilwoman Tamilyn Fillmore

COMMENDATION

Mayor Cutler read aloud a letter of commendation addressed to Officer Jason Read from Assistant Police Chief Paul Child recognizing his role, as well as that of Officer David Boucher, in responding to an emergency call and saving the life of a child. Those present showed appreciation with a standing ovation. Fire Chief Jeff Bassett spoke of the importance of public safety organizations working together for a positive outcome. Council members expressed gratitude for the service performed by first responders, and Mayor Cutler thanked the officers and Fire Agency employees for their daily efforts to make Centerville a safe place.

OPEN SESSION

No one wished to comment.

MINUTES REVIEW AND ACCEPTANCE

The minutes of the November 18, 2014 Council meeting and closed meeting were reviewed. Councilwoman Ivie requested an addition to the Council meeting minutes. Councilman Higginson made a **motion** to approve the November 18, 2014 closed meeting minutes and the Council meeting minutes as amended. Councilwoman Fillmore seconded the motion, which passed by unanimous vote (4-0).

CONSIDER NAME CHANGE FOR WHITAKER MUSEUM

Spencer Packer, Chair of the Whitaker Museum Board, presented a recommendation of the Board to change the name of the museum facility to: "The Whitaker" Centerville's Heritage Museum (keeping our stories alive). He expressed the Board's desire to replace the sign that blew down during a windstorm some time ago. Mr. Packer reported that the Museum Board is in the process of reviewing City ordinances pertaining to the Museum with the intention of recommending changes to provide clarity and improve consistency. The proposed changes will be presented to the Council when completed.

Councilman Wright made a **motion** to approve the name change as recommended by the Board. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

LEGACY TRAIL SUBDIVISION DEVELOPMENT – 1250 WEST PARRISH LANE

Cory Snyder, Community Development Director, presented a final subdivision plan for the Legacy Trail Subdivision, which consists of office, retail, gas/convenience store uses and multi-family units, to be located at the corner of 1250 West and Parrish Lane. Mr. Snyder stated he anticipates the site plan process for Lot 4 of the development will begin in the next month or two. UDOT has expressed optimism that traffic signals at the 1250 West/Parrish Lane intersection will be constructed by next summer. Landscaping plans for the development have not been received by staff. Lisa Romney, City Attorney, outlined conditions for the Legacy Trail Subdivision proposed by staff relating to the trail system, landscaping, and fencing, in addition to the conditions recommended by the Planning Commission. Mr. Thacker explained that the City and UDOT will enter into a Trail Maintenance Agreement for the trail system.

Fred Hale, applicant, answered questions from the Council. Councilwoman Ivie expressed concern regarding the amount of parking in the development. Mr. Snyder responded that the planned parking ratio exceeds City requirements.

At 8:02 p.m. Mayor Cutler opened a public hearing and, seeing that no one wished to speak, closed the public hearing. Ms. Romney suggested additional language for proposed conditions (10) and (11). The Council agreed to delegate final approval of the landscaping to staff in condition (9). The Council, staff, and Mr. Hale discussed fencing maintenance responsibility.

Councilman Higginson made a **motion** to approve the final subdivision plan of the Legacy Trail Subdivision, including the conditions and findings recommended by the Planning Commission, and additional conditions (8) – (12) with changes recommended by the City Attorney. Councilwoman Fillmore seconded the motion, which passed by majority vote (3-1), with Councilwoman Ivie dissenting.

<u>Conditions</u>

1. The plat and plans shall provide for the construction of the entire common internal roadway loop connecting Parrish Lane to the 1250 West Round-About.
2. An off-site dedication parcel to UDOT and a public trail easement, located to the southwest, shall be recorded in conjunction with the subdivision plat.
3. As deemed acceptable to the City and UDOT, the trail system shall establish a non-access line with fencing to prohibit users from access to the roadway and ramp systems along identified sections of the trail.

4. As deemed acceptable to the City and UDOT, the final plans and plat shall provide or comply with curb and gutter changes, re-striping, and a restriction median, as part of traffic circulation patterns.
5. Concerning the trail system, the final plat and plans, along with the landscaping plan and design, shall be reviewed by both the City and UDOT and shall obtain written acceptance from each entity.
6. The final plat and plans shall be deemed acceptable, in accordance with applicable Ordinances or PDO approval, by the City's Engineer and Attorney (e.g., the engineering review comments, providing a final title report, and providing a copy of the CC&R's).
7. The applicant/developers shall establish, post, or pay any applicable bonds, impact fees, or other related costs, as defined in the City's Fee Schedule or Ordinances.
8. Developer shall construct and install an 8-foot wide asphalt trail along Parrish Lane and the west side of the subdivision connecting into the Legacy Parkway Trail just north of the Birnam Woods Trailhead as more particularly set forth in the subdivision plans and construction drawings ("Trail System"). Developer shall pay for the cost of installation and construction of the Trail System, subject to possible tax increment reimbursement as may be approved by the Centerville City Redevelopment Agency.
9. Developer shall submit a landscaping and fencing plan for landscaping and fencing associated with and adjacent to the Trail System to be reviewed and approved by the City staff prior to recording of the final subdivision plat. The landscaping plan shall include drought-tolerant plants along Parrish Lane.
10. Except as otherwise agreed to in writing by UDOT or the City, the Developer or an acceptable owners association shall own and maintain all fencing and landscaping associated with and adjacent to the Trail System in accordance with landscaping and fencing plans approved by the City. If such improvements are to be maintained by an owners association, the maintenance obligations shall be specifically addressed in the CC&R's for the project. Developer and/or the owners association shall enter into maintenance agreements as required by UDOT or the City regarding such maintenance to be recorded against the property. All maintenance obligations, CC&R's and maintenance agreements shall be finalized and executed prior to recording of the final subdivision plat.
11. Developer shall not be responsible for maintaining the trail surface. The City agrees to enter into a Trail Maintenance Agreement with UDOT acceptable to the City regarding maintenance of the trail. The final subdivision plat shall not be recorded until and unless such agreement has been fully executed by the City and UDOT.
12. If Developer desires to install any public improvements within the subdivision prior to recording of the final subdivision plat (as allowed by Utah Code Ann. § 10-9a-604.5), Developer shall enter into a development and construction agreement with the City specifying the terms and conditions for such construction prior to recording of the plat.

Findings

a. The City Council finds that the proposed subdivision is subject to the terms and conditions of the PDO approval for the Legacy Trail Apartment Project.
b. The City Council finds that the submitted final subdivision plat and plans are sufficient in scope to access the subdivision's compliance with the City's General Plan, Zoning, Subdivision, and other applicable regulations adopted by the City.
c. The City Council finds that the Legacy Trail Development contains a non-traditional land use pattern involving an integrated mixture of uses.

d. Therefore, the City Council finds that the subdivision will require a cohesive review and approval approach to ensure that the subdivision addresses the needs of the entire project in relation to creating self-sustaining independent lots.
e. The City Council finds that the conditions of the preliminary plan approval address the adequacy for probable compliance with the adopted regulations and provide needed feedback for preparing and submitting a final subdivision plat and plan application.

RDA MEETING

At 8:12 p.m. Councilman Wright made a **motion** to move to a meeting of the Redevelopment Agency of Centerville. Councilman Higginson seconded the motion, which passed by unanimous vote (4-0). In attendance were: Paul A Cutler, Chair; John T. Higginson, Vice Chair; Directors Fillmore, Ivie, and Wright; Steve Thacker, Executive Director; Blaine Lutz, Finance Director; Lisa Romney, City Attorney; and Katie Rust, Recording Secretary.

The Council returned to regular meeting at 9:04 p.m.

AGREEMENT FOR PROFESSIONAL SERVICES PERTAINING TO THE UTAH TRANSPORTATION COALITION

Roger Tew, a representative of Utah League of Cities and Towns (ULCT), explained that ULCT is advocating a $0.0025 local option sales tax increase to fund a broad definition of transportation purposes, with specific uses to be identified by individual communities. He provided data comparing a $0.0025 local option sales tax increase and a $0.05 State-wide gas tax increase. Mr. Tew stated that ULCT will not support a proposal that does not include tax increase revenues returning to the municipalities. The Council and staff discussed the goals of the Utah Transportation Coalition and whether Centerville should participate. Councilman Wright expressed discontent with the general statements on the Coalition website, and stated he does not see a benefit to joining a coalition that Centerville has no control over, considering the City can already take the initiative to talk to its Representatives. Councilwoman Fillmore emphasized that ULCT has been trying to work with the Legislature regarding transportation funding for years, and the Coalition is simply ULCT's attempt at a clear, unified voice on the issue. Mayor Cutler stated he sees more benefit to joining a group rather than going alone, and recommended the Council approve the agreement for professional services related to the Utah Transportation Coalition.

Councilman Higginson said he can see a benefit to putting the City's name behind the Coalition. Mayor Cutler pointed out that the City would not have to impose the proposed tax increase. Councilwoman Fillmore mentioned that since Centerville residents do not want increased transit service in Centerville, residents will be using their own vehicles on the roads, and would benefit from the reduced number of vehicles coming out of communities with increased transit service. She added that the Council has seen the power of a united voice, and expressed the opinion that the City should embrace transit in general for the region while retaining the ability to control transit options in Centerville. Mayor Cutler stated he feels the consumption approach to taxing is better than the property approach.

Councilman Wright made a **motion** to table the discussion until Councilman Averett is present. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

FIRE AGENCY FY 2015 TENTATIVE BUDGET

Jeff Bassett, South Davis Metro Fire Chief, explained a new operational deployment plan that will increase response capabilities of the Fire Agency. The Centerville Police Department currently uses the Davis County dispatch service for 911 emergency calls. Councilman Wright suggested the City take another look at the possibility of switching to the Bountiful dispatch, which is used by the Fire Agency. Councilwoman Fillmore commented that the Legislature will be discussing the dispatch issue during the next Session. Mayor Cutler recommended discussing the issue with local Legislators during the work session in January.

Chief Bassett presented the Fire Agency FY 2015 Tentative Budget (January – December 2015), which includes an increase of 3.34% in Centerville's assessment, but an estimated 7% increase for the City's FY 2016 assessment compared with FY 2015. Councilman Wright commented that a number of services within the City are in need of additional funding, and suggested taking a comprehensive approach and looking inward at services that could be cut out before discussing a potential property tax increase.

Chief Bassett explained a Paramedic Funding Resolution proposed by the Fire Agency requesting that the County fairly fund paramedic services. Mr. Thacker stated that Bountiful and West Bountiful City Councils will not be considering their own versions of this Resolution, but Woods Cross and North Salt Lake City Councils will be considering versions of the Resolution. Mr. Thacker suggested removing the last "whereas" in the proposed document if the Council decides to adopt the Resolution.

Councilman Wright made a **motion** to adopt Resolution No. 2014-30 petitioning Davis County to increase funding for paramedic services, deleting the last "whereas" paragraph. Councilman Higginson seconded the motion, which passed by unanimous vote (4-0). Fire Chief Bassett thanked City Manager Thacker for his help in preparing the Fire Agency Budget.

MAYOR'S REPORT

- Following up with a request by Councilman Wright made at the previous Council meeting, Mayor Cutler approached three of the four South Davis mayors, and reported that the Bountiful, Woods Cross, and West Bountiful Mayors are not in favor of exploring the idea of creating a South Davis City.
- Mayor Cutler reported that UTOPIA continues to increase the number of subscribers.

CITY MANAGER'S REPORT

- The Council will meet with local Legislators in a work session on January 20, 2015 to discuss potential legislation that would affect cities.
- The Council will meet in a work session prior to the Council meeting on December 16, 2014 to review the Drainage Fund Rate Analysis.

CITY COUNCIL LIAISON REPORT

Councilman Higginson updated the Council regarding the Wasatch Integrated Waste Management District. Relating to the request for use of City property for a wireless internet facility, Councilman Higginson stated that the Waste Management District has had a negative experience with a tower that was allowed to be constructed on its property many years ago. He said he feels the potential problems associated with allowing a tower to be constructed outweigh any potential benefit.

MISCELLANEOUS BUSINESS

Mayor Cutler reported that he and Mr. Thacker met with representatives of Digis, the company requesting use of City property on the hillside for a wireless internet facility. The Mayor reported that most of his concerns were resolved during the meeting, but he agreed with Councilman Higginson's comment that the arrangement would need to be substantially beneficial for the City. The Digis representatives indicated willingness to pay up to a $1,000 per month lease fee. Mr. Thacker suggested the agreement could include the requirement of a deposit for future removal of the tower. The Council discussed possible benefits and disadvantages. Council members Higginson and Ivie said they are not in favor. Councilman Wright suggested approving a 10-year lease agreement to see how it goes. Councilwoman Fillmore said she believes Centerville residents appreciate the hillside the way it is and would prefer that the Council protect the hillside.

Mr. Thacker pointed out that Digis could enter into an agreement with a private property owner on the hillside outside City limits in a less desirable location, and without City requirements to reduce impact. Councilwoman Fillmore responded that if a tower is going to be on the hillside whether the Council likes it or not, there might be value in considering the request. The Mayor will continue discussions with Digis.

APPOINTMENT

Mayor Cutler recommended the Council reappoint David Hirschi to another three year term on the Planning Commission. Councilman Higginson made a **motion** to reappoint David Hirschi to the Planning Commission for a three year term. Councilwoman Fillmore seconded the motion, which passed by unanimous vote (4-0).

ADJOURNMENT

At 10:39 p.m. Councilwoman Ivie made a **motion** to adjourn the meeting. Councilman Wright seconded the motion, which passed by unanimous vote (4-0).

____________________________ ____________________

Marsha L. Morrow, City Recorder Date Approved

____

Katie Rust, Recording Secretary

CENTERVILLE

Staff Backup Report
12/16/2014

Item No. 3.

Short Title: Summary Action Calendar

Initiated By:

Scheduled Time: 7:25

SUBJECT

a. Approve City Council 2015 meeting schedule - Resolution No. 2014-31
b. Approve amendments to recording secretary services contracts
c. South Davis Sewer District Site Plan – Terminate warranty period
d. Approve Telecommunications Franchise Agreement with Syringa Networks

RECOMMENDATION

a. Approve the enclosed Resolution No. 2014-31 establishing the City Council's 2015 meeting schedule.

b. Approve the enclosed agreement--after adjustments for the appropriate name and recommended rate of pay--with Connie Larson, Kathleen Streadbeck and Katie Rust, Recording Secretaries.

c. Terminate warranty period for South Davis Sewer District Site Plan and authorize release of remaining bond.

d. Approve Telecommunications Franchise Agreement with Syringa Networks with requested amendments.

BACKGROUND

a. Upon approval by the City Council, the 2015 regular meeting schedule will be published as required by state law. This does not mean the City Council has to meet on each of these dates. However, if a regular meeting is cancelled, a notice of such cancellation should be posted in advance of that date.

The 2015 General Election will be held on the first Tuesday in November (November 3); therefore, the Resolution moves the first City Council meeting in November to Wednesday, November 4 (as done in past years). All other regular City Council meetings are showing on Tuesdays. Since elections are not held at City Hall, the Council could hold their meeting on November 3, if they desire. Staff have assumed, however, that since this will be a municipal election, the Council members will not want to be in a meeting when election results are announced.

b. The recording secretary contracts for these individuals state that their compensation will be evaluated yearly. Connie, Kathleen and Katie received pay increases effective January 1, 2014; therefore, they are eligible for a raise again as of January 1, 2015.

Recording secretaries provide their own equipment and supplies at home for transcribing the minutes (City provides equipment used at the meeting), and the City pays no benefits to them.

Although recording secretary positions are not formally assigned a pay grade, the City Manager considers the skills required to be comparable to the Secretary II position (Grade 6) in the City's Position Pay Grade Schedule. The Grade 6 pay range has a minimum of $13.35 and a maximum of $19.35 per hour. Based on an analysis of equipment and supplies provided by the recording secretaries, approximately $2 of the hourly rate could be considered a reimbursement of their expenses. Therefore, after adding $2 per hour to the minimum and maximum of the Grade 6 pay range, the **adjusted range would be $15.35 - $21.35 per hour**. Using the Salary Administration Guidelines for FY 2015 as a general guide (i.e., pay raise percentage declines if current pay rate is higher in the pay range), the City Manager recommends the following increases:

Connie Larson--increase hourly rate from $20.80 per hour to $21.22 per hour, a 2.0 percent increase.

Kathleen Streadbeck--increase hourly rate from $20.34 per hour to $20.85 per hour, a 2.5 percent increase. This increase includes 2.0% due to her current wage being in the 4th Quartile of the adjusted pay range, plus 0.5% for extraordinary performance as the recording secretary for the Planning Commission--based on a recommendation from Cory Snyder.

Katie Rust--increase hourly rate from $16.80 per hour to $17.56 per hour, a 4.5 percent increase. This increase includes 3.5 % due to her current wage being in the 1st Quartile of the adjusted pay range, plus 1.0 % additional due to the outstanding quality of her work and, therefore, to continue narrowing the gap between Katie and the other two recording secretaries.

Only one of the three current agreements is enclosed, since all three are identical except for name of recording secretary and hourly rate of pay.

c. The South Davis Sewer District Site Plan (Collection System Operation Center), located at 1045 North 1300 West, commenced warranty period on December 17, 2013. The City Engineer has inspected the site and recommends termination of the warranty period and release of the remaining bond (in the form of a cash bond) of $7,156.50.

d. Syringa Networks has applied for a Telecommunications Franchise with the City. As part of the application process, Syringa is required to enter into a Telecommunications Franchise Agreement for use of the City's rights-of-way. Syringa is requesting a few amendments to the standard agreement. Any such amendments require City Council approval. Staff has reviewed the requested changes and find them acceptable. The requested changes are set forth in the attached redline version of the agreement.

ATTACHMENTS:

Description

- Resolution No. 2014-31
- Recording Secretary Agreement - Katie Rust
- Email from City Engineer recommending terminating warranty period
- Telecommunications Agreement-Syringa Networks

RESOLUTION NO. 2014-31

A RESOLUTION ESTABLISHING THE REGULAR MEETING SCHEDULE OF THE CENTERVILLE CITY COUNCIL FOR 2015.

WHEREAS, the Governing Body of Centerville City intends to hold regular and open public meetings generally on the first and third Tuesdays of each month, beginning at 7:00 p.m.; and

WHEREAS, pursuant to Section 52-4-202, Utah Code Annotated 1953, as amended, the City Council has determined its annual meeting schedule as hereinafter set forth;

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

Section 1. **Meeting Schedule.** The annual meeting schedule of the Centerville City Council for the calendar year 2015 shall be as follows:

January 6th	July 7th
January 20th	July 21st
February 3rd	August 4th
February 17th	August 18th
March 3rd	September 1st
March 17th	September 15th
April 7th	October 6th
April 21st	October 20th
May 5th	November 4th (Wednesday) *
May 19th	November 17th
June 2nd	December 1st
June 16th	December 15th

*Note: Elections are held on the first Tuesday in November (November 3); therefore, the City Council meeting will be held on Wednesday, November 4, 2015.

Section 2. **Time & Location.** Unless otherwise determined by the City Council pursuant to State statute, all said meetings shall be held at the City Council Chambers, City Hall, 250 North Main Street, Centerville, Utah, beginning at 7:00 p.m.

Section 3. **Publication.** The City Recorder shall publish notice of the foregoing annual meeting schedule of the Governing Body in one issue of the Davis County Clipper, a newspaper of general circulation within the city.

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, on this 16th day of December, 2014.

CENTERVILLE CITY

BY:______________________________
Mayor

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, recorded by me in a book used exclusively for that purpose, and became effective upon passage or a later date as the governing body directed as more particularly set forth below.

PASSED on _____ day of _______________, 20_____.

RECORDED on _____ day of _______________, 20_____.

EFFECTIVE on _____ day of _______________, 20_____.

______________________________ DATED: ____________________
MARSHA L. MORROW, City Recorder

AGREEMENT

THIS AGREEMENT is made and entered into as of the 16th day of December, 2014, by and between **CENTERVILLE CITY,** a municipal corporation of the State of Utah, hereinafter referred to as the "City," and **KATIE RUST,** an individual, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City desires to obtain certain clerical services in connection with providing minutes of meetings by the City and its various councils and boards; and

WHEREAS, Contractor is willing to provide such clerical services in accordance with the terms of this Agreement.

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

Section 1. **Services.** Contractor hereby agrees to provide the following services to the City: Attending, and transcribing the minutes of, meetings held by the City Council, Planning Commission, Board of Adjustment, Historic Sites Committee and other committees as directed by the City. Contractor will be required to be present in a timely manner at each such meeting to take the minutes. Following the meetings, Contractor will prepare a typed draft of the minutes and submit an electronic version to the City Recorder within five (5) calendar days following the meeting. The minutes will be considered for approval at a subsequent meeting of the affected entity and corrections may be required. Final minutes (hard copy as well as electronic version) will be provided by the Contractor to the City for inclusion in the permanent records of the City within three (3) calendar days after final approval by the City Council, Planning Commission, Board of Adjustment, Historic Sites Committee, etc.

Section 2. **Compensation.** For the services rendered under this Agreement, Contractor shall be paid by the City in the sum of ~~Sixteen Dollars and Eighty Cents ($16.80)~~ Seventeen Dollars and Fifty-Six Cents ($17.56) per hour, effective January 1, 2015, for actual time expended in attendance at meetings and transcribing the minutes. The City will evaluate yearly the compensation paid to the Contractor.

Section 3. **Independent Contractor.** It is expressly understood and agreed by the parties hereto that Contractor is an independent contractor and not an employee of the City. Accordingly, Contractor is not entitled to receive any fringe benefits, retirement, or other benefits offered to City employees. No mileage shall be paid to Contractor by the City. Contractor shall be responsible for the payment of all withholding, social security, or other employment taxes which may be due in conjunction with the Contractor's rendering of services to the City.

Section 4. **Equipment and Supplies.** Contractor shall provide all equipment necessary to perform the services required hereunder except that the City will provide a laptop computer and recording equipment for use at the City meetings. Except as provided herein, Contractor will provide, at Contractor's sole expense, all equipment and supplies needed to perform Contractor's services hereunder including a personal computer, transcriber, foot pedal, etc.

Section 5. **Term of Agreement.** It is expressly understood that either party may terminate this Agreement at any time upon giving fourteen (14) days written notice of termination to the other party. Such notice may be delivered personally or sent by certified mail, return receipt requested, postage prepaid to the other party at their last known address. Upon termination for any reason, Contractor agrees to immediately return to the City any tapes or other City property in the possession of Contractor and to deliver any drafts of minutes then under preparation.

Section 6. **Assignment.** This Agreement is personal to Contractor and may not be assigned or subcontracted.

Section 7. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and no prior agreements, representations, promises, or inducements, whether written or oral, which are not contained herein shall be of any force or effect.

Section 8. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity or enforceability of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

Section 9. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, successors and assigns.

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

"CITY"

ATTEST:

CENTERVILLE CITY

____
City Recorder

By: ______________________________
Mayor

"CONTRACTOR"

By: ______________________________
Katie Rust

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

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

____
Notary Public

My Commission Expires: Residing at:

______________________ ______________________________

CONTRACTOR ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the _____ day of December, 2014, personally appeared before me **KATIE RUST**, who being by me duly sworn, did say that she is the signator of the foregoing document and that she executed the same.

____
Notary Public

My Commission Expires: Residing at:

______________________ ______________________________

Marsha Morrow

From: kevin campbell <kevin.campbell@esieng.com>
Sent: Wednesday, December 03, 2014 1:45 PM
To: Steve Thacker
Cc: Marsha Morrow; matt robertson; dwayment@sdsd.us; Matthew Myers
Subject: SDSD Site - Bond Reduction #2 (End Warranty)
Attachments: Bond Reduction #2 (End Warranty).pdf

Steve -

The attached bond reduction and end of warranty is recommended for the South Davis Sewer District Site.

Let me know if additional info is needed.

Kevin

Kevin Campbell, P.E.
Centerville City Engineer

Kevin Campbell, P.E.
ESI Engineering, Inc
3500 S. Main St.
SLC, Ut 84115
801.263.1752

CENTERVILLE CITY
TELECOMMUNICATIONS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between the **CITY OF CENTERVILLE, UTAH** (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 250 North Main, Centerville, Utah 84014, and Syringa Networks, LLC, (hereinafter "PROVIDER"), an Idaho limited liability company with its principal offices at 12301 W. Explorer Drive, Boise, Idaho 83713.

W I T N E S S E T H:

WHEREAS, the PROVIDER desires to provide telecommunications services, as more particularly defined in *Utah Code Ann.* § 10-1-401, as amended, and in connection therewith to establish a telecommunications network, system and/or facilities in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 9, Chapter 7 of the Centerville City Municipal Code (hereinafter the "Telecommunications Rights-of-Way Ordinance") which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY has enacted Title 5, Chapter 7 of the Centerville City Municipal Code (hereinafter the "Telecommunications License Tax Ordinance") which imposes a municipal telecommunications license tax on PROVIDER's gross receipts from telecommunications service that are attributed to the CITY in accordance with *Utah Code Ann.* § 10-1-403, as amended; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide the PROVIDER a nonexclusive franchise to maintain a telecommunications network, system and/or facilities in the CITY Rights-of-Ways.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and the PROVIDER agree as follows:

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is incorporated herein by reference. The PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated or defined herein. Nothing in this Section shall be deemed to require the PROVIDER to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. Provided, however, CITY shall not enact any amendments to the Telecommunications Rights-of-Way Ordinance that will adversely impact PROVIDER without allowing PROVIDER 30 days, or such longer time as is necessary if 30 days is insufficient, in which to comply with the amendment. The CITY shall give public notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between the PROVIDER's rights and obligations under the Telecommunications Rights-of-Way Ordinance, as amended, and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided herein shall confer upon the PROVIDER the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network, system and/or facilities in, under, above and across the present and future public Rights-of-Way in the CITY. The franchise does not grant to the PROVIDER the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the PROVIDER's System within the CITY for such purposes; or (2) providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. The PROVIDER acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with such applicable federal and state laws, the provisions of this Agreement, and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE.

2.1 Franchise Fee. Pursuant and subject to the provisions of *Utah Code Ann.* § 10-1-406, as amended, the CITY shall not levy or collect a Franchise Fee on PROVIDER, but PROVIDER shall be subject to a municipal telecommunications license tax on PROVIDER's gross receipts from telecommunications service that are attributed to the CITY in accordance with the City's Telecommunications License Tax Ordinance, adopted pursuant to and in accordance with *Utah Code Ann.* § 10-1-403, as amended. Nothing herein shall limit the CITY's authority to impose a telecommunication tax or fee as permitted by *Utah Code Ann.* §

10-1-406, as amended, including, but not limited to, a tax or fee: (1) to recover the management costs of the CITY imposed in accordance with *Utah Code Ann.* § 72-7-102, as amended; (2) on persons not subject to the City's Telecommunications License Tax Ordinance and that locate telecommunications facilities within the CITY; and (3) relating to excavation, construction, or installation of a telecommunications facility and that addresses the safety and quality standards of the CITY for excavation, construction or installation of such facilities. Any tax or fee imposed in accordance with the exceptions delineated herein shall be imposed by ordinance and on a competitively neutral basis.

ARTICLE 3. TERM AND RENEWAL.

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3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of five (5) years commencing on the first day of the month following this Agreement, unless this Franchise is sooner terminated as herein provided. At the end of the initial five (5) year term of this Agreement, the franchise granted herein may be renewed by the PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of the PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the PROVIDER and the CITY, or by revocation or forfeiture, the PROVIDER shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of the PROVIDER, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good a condition as the same was before the removal was effected.

ARTICLE 4. PUBLIC USE RIGHTS.

4.1 City Uses of Poles and Overhead Structures. The CITY shall have the right, without cost, to use all poles owned by the PROVIDER within the CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the CITY shall be for activities owned, operated or used by the CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require the PROVIDER to increase pole capacity, alter the manner in which the PROVIDER attaches equipment to the poles, or alter the manner in which the PROVIDER operates and maintains its equipment. Such CITY attachments shall be installed and maintained in accordance with the reasonable requirements of the PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by the PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 Maintenance of CITY Facilities. The CITY's use rights shall also be subject to the parties reaching an agreement regarding the CITY's maintenance of the CITY attachments.

ARTICLE 5. POLICE POWERS.

5.1 Police Powers. The CITY expressly reserves, and the PROVIDER expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

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ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY.

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6.1 Meet to Confer. The PROVIDER and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the PROVIDER conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, the PROVIDER and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof; provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Telecommunications License Tax during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Excavation Permit Ordinance. For the PROVIDER, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

7.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) The PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within the PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the PROVIDER notice of such determination, the PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, the PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the PROVIDER; or

(b) The PROVIDER becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the PROVIDER within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the PROVIDER from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

7.3 Remedies at Law. In the event the PROVIDER or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or the PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and SYRINGA relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and the PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

ARTICLE 8. PARTIES DESIGNEES.

8.1 CITY Designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the PROVIDER to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at Centerville City Hall, 250 North Main Street, Centerville, Utah 84014, or such other officer and address as the CITY may designate by written notice to the PROVIDER.

8.2 PROVIDER Designee and Address. The PROVIDER's Chief Executive Officer——————————, or his or her designee(s) shall serve as the PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to the PROVIDER pursuant to or concerning this Agreement, shall be delivered to PROVIDER's headquarter offices~~Utah address~~ at: 12301 W. Explorer Drive, Boise, Idaho 83713-________________, ~~wit h copies sent to: ________ or ________, and~~ such office as the PROVIDER may designate by written notice to the CITY.

8.3 Failure of Designee. The failure or omission of the CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppel by the CITY or PROVIDER.

ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, the PROVIDER shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the PROVIDER is effectively self-insured if the PROVIDER has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the PROVIDER from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY and, at a minimum, meeting the current required coverage caps set forth in the Utah Governmental Immunity Act.

9.2 Indemnification. The PROVIDER agrees to indemnify, defend and hold the CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorney fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to the PROVIDER of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit the PROVIDER to assume the defense of such with counsel of the PROVIDER's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, the PROVIDER shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 10. INSTALLATION

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, PROVIDER shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. When possible, installation, repairs or maintenance of lines and facilities within the CITY Rights-of-Way shall be made in the same trench and at the time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way. The CITY will give the PROVIDER a schedule of street repairs in advance of CITY work which schedules may be subject to change based upon funding. In addition, the CITY will hold regular meetings with the PROVIDER to provide updates to road projects and opportunities to share costs on burying lines.

10.2 Underground Installation. Unless otherwise provided herein, all of PROVIDER's facilities within the CITY shall be constructed underground. Provider may be permitted to install facilities overhead if: (1) it is infeasible to go underground at the time; (2) lines can be placed on already existing poles; and (3) PROVIDER agrees to move the facilities underground at PROVIDER's sole cost and expense when the CITY directs and so long as the CITY, at the same time, directs other franchisees with overhead facilities in the same location to move their facilities underground.

10.3 Excavation Permit. PROVIDER shall comply with the City's Excavation Permit Ordinance and any other applicable City Ordinances regarding installations, repair or work within the public Rights-of-Way.

ARTICLE 11. GENERAL PROVISIONS.

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective representative~~parties~~, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.

11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 ~~11~~Entire Agreement and Amendments. ~~-~~This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement ~~only~~ of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.~~—~~

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~~Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.~~

~~11.7 Binding Agreement. This Agreement shall be binding upon the heirs,~~

~~successors, administrators and assigns of each of the parties.~~

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[Signature Page to Follow]

SIGNED AND ENTERED INTO this _______ day of _____________, 20____.

"CITY"
CITY OF CENTERVILLE

By: ______________________________
Mayor

ATTEST:

____
City Recorder

"PROVIDER"

____

SYRINGA NETWORKS, LLC, an Idaho Limited Liability Company

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By: ______________________________
Greg Lowe, Chief Executive Officer~~Title:~~

____
~~(Print Name and Title Here)~~

PROVIDER ACKNOWLEDGMENT

STATE OF ________________________)
:ss.
COUNTY OF ______________________)

On the ______________ day of ________________________________,
20____, personally appeared before me ____________________, Greg Lowe who being by me duly sworn did say that he or ~~she~~ is the ~~of~~ ____________________ Chief Executive Officer of Syringa Networks, LLC, and that the foregoing instrument was signed in behalf of said company by authority of its members, and he or she acknowledged to me that said company executed the same.

____
Notary Public

My Commission Expires: Residing at:

________________________________ ________________________

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/16/2014

Item No. 4.

Short Title: Municipal Code Amendments - Section 3-03-060 - Whitaker Museum Board

Initiated By: Museum Board

Scheduled Time: 7:30

SUBJECT

Consider Municipal Code Amendments to Section 3-03-060 regarding the Whitaker Museum Board - Ordinance No. 2014-21

RECOMMENDATION

Approve Ordinance No. 2014-21 amending Section 3-03-060 of the Centerville Municipal Code regarding the Whitaker Museum Board.

BACKGROUND

The Whitaker Museum Board prepared recommended changes to Section 3-03-060 of the Centerville Municipal Code regarding the name, purpose, organization and duties of the Museum Board. These recommended changes have been reviewed and revised by Staff and are more particularly set forth in Ordinance No. 2014-21. The major revisions are summarized as follows:

- Adding the approved name change for the Museum to "The Whitaker" Centerville's Heritage Museum;
- Adding a City Council liaison to the Museum Board;
- Adding a conflict of interest clause for Board members;
- Clarifying the definition of a quorum of the Board;
- Allowing policies to be developed by the Board for review and approval by the City Council;
- Allowing the Board to adopt their own internal guidelines that do not require City Council approval;
- Adding Chair duties;
- Adding paragraph on the Museum Director;
- Adding provisions for purchasing to comply with City Purchasing Policies.

The intent is that the Museum Board will draft policies that will be considered by the City Council in a future meeting.

ATTACHMENTS:

Description

- Ordinance No. 2014-21
- 3-03-060-Museum Board Ordinance

ORDINANCE NO. 2014-21

AN ORDINANCE AMENDING SECTION 3-03-060 OF THE CENTERVILLE MUNICIPAL CODE REGARDING THE CREATION, ORGANIZATION AND DUTIES OF THE WHITAKER MUSEUM BOARD

WHEREAS, the City has previously adopted ordinances regarding the creation, organization and duties of the Whitaker Museum Board as an advisory board to the City Council as set forth in Section 3-03-060 of the Centerville Municipal Code; and

WHEREAS, the Whitaker Museum Board has reviewed and recommended various changes to Section 3-03-060 as more particularly set forth herein; and

WHEREAS, the City Council desires to adopt the recommended changes to Section 3-03-060 of the Centerville Municipal Code regarding the creation, organization and duties of the Whitaker Museum as more particularly set forth herein.

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

Section 1. Amendment and Recodification. Section 3-03-060 of the Centerville City Municipal Code regarding the Whitaker Museum Board is hereby amended and recodified to read in its entirety as set forth in **Exhibit A,** attached hereto and incorporated herein by this reference.

Section 2. Severability Clause. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all provisions, clauses and words of this Ordinance shall be severable. This Section shall become effective without codification.

Section 3. Effective Date. This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first. In addition, pursuant to *Utah Code Ann.* § 10-3-705, as amended, all ordinances must be recorded by the City Recorder in a book used exclusively for that purpose before taking effect.

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

CENTERVILLE CITY

ATTEST:

_______________________________ By:_______________________________

Marsha L. Morrow, City Recorder Mayor Paul A. Cutler

Voting by the City Council:

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

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provisions of the U.C.A. § 10-3-713, as amended, I, the municipal recorder of Centerville City, hereby certify that foregoing ordinance was duly passed by the City Council, recorded by me in a book used exclusively for that purpose, and published, or posted at: (1) 250 North Main; (2) 655 North 1250 West; and (3) RB's Gas Station, on the below referenced dates.

PASSED on _____ day of _______________, 20_____.

RECORDED on _____ day of _______________, 20_____.

PUBLISHED OR POSTED on _____ of _______________, 20_____.

_________________________________ DATED: ______________________

MARSHA L. MORROW, City Recorder

Exhibit A

Whitaker Museum Board
Section 3-03-060

3-03-060. Whitaker Museum Board.

Field Cod

(a) Creation. There is hereby created the Whitaker Museum Board for Centerville City to act as an advisory board to the City Council regarding the facilities, programs, and policies for the administration and operation of ~~the~~ "The Whitaker" Centerville's Heritage ~~Home~~ Museum (hereinafter referred to as "The Whitaker" or "Museum"). The Whitaker Museum Board shall be organized and shall have such powers and duties as set forth herein.

(b) Purpose and Intent. The purpose of "The Whitaker" is to support the Centerville City mission which states: "Our mission is to serve the people of Centerville by promoting their peace, health, safety and welfare while planning for the future and preserving the past." In addition to the City's mission statement, the mission of the "The Whitaker" is as follows: "'The Whitaker' Centerville's Heritage Museum tells Centerville's story, teaches traditional values, creates links between past and present and cultivates pride in our rich heritage. The Museum Board shall pursue policies and programs in the administration and operation of Museum consistent with these mission statements.

(b) Board Members.

(1) Number and Appointment. The Whitaker Museum Board shall be comprised of not more than seven (7) but no less than five (5) regular members who shall be appointed by the Mayor with the advice and consent of the Council. The Mayor may receive names for consideration for appointment to the Board from the Museum Board.

(2) Term. ~~The~~ Board members shall be appointed to staggered terms of three (3) years, provided that members may be appointed for terms shorter than three (3) years when necessary to provide for staggered terms.

(3) Qualifications. ~~The Board shall be composed of at least three members with specialized experience and/or knowledge that will benefit the work of the Board.~~ Each Board member should possess interest or knowledge in the operation and function of the Museum.

(4) Liaison. The City Council may appoint one of its members to serve as a liaison to the Museum Board. The liaison should attend the meetings of the Museum Board and serve only to advise and act as a liaison to the City Council regarding the Museum Board with no power to vote therein.

(5~~4~~) Removal. Board ~~M~~members shall serve at the pleasure of the City Council and may be removed at any time with or without cause by majority vote of the City Council.

(6~~5~~) Vacancies. Vacancies on the Board occurring for any reason shall be filled by the Mayor, with the advice and consent of the City Council, in accordance with the procedures for appointment set forth in Subsection (b)(1), for the unexpired term of such Board ~~M~~member.

(7~~6~~) Compensation. Board ~~M~~members shall serve without compensation and shall be deemed "volunteers" for purposes of City ordinances, rules, regulations and policies.

(8) Conflicts of Interest. As appointed volunteers of the City, Board members shall comply with the Utah Officers' and Employees' Ethics Act as set forth in *Utah Code Ann.* §§ 10-3-1301, *et seq.*, as amended.

(c) Organization and Procedure.

(1) Chair~~person~~ and Vice-Chair~~person~~. The Board shall elect one of its members as Chair~~person~~ to oversee the proceedings and activities of the Board. The Board shall also elect one of its members to act as Vice-Chair~~person~~ to perform duties as assigned from the Chair~~person~~ and to oversee the proceedings and activities of the Board in the absence or inability

of the Chair~~person~~ to act. The Chair~~person~~ and Vice-Chair~~person~~ shall serve for one (1) year terms. Election of the Chair and Vice-Chair should ~~shall~~ take place during the first meeting of the Board ~~in January of~~ each year. Members may be elected to successive terms as Chair~~person~~ or Vice-Chair~~person~~. The Chair and Vice-Chair shall be voting members of the Board and shall have such duties as set forth in Subsection (e).

(2) Meetings. The Board may hold meetings at such times as the Board determines is necessary. Generally, Board meetings should be held once a month. Meetings of the Board may be called by the Chair~~person~~, a majority of the members of the Board, the Mayor, or the City Manager. Meetings shall be conducted in accordance with properly approved policies and guidelines ~~rules and regulations~~ of the Board.

(3) Open Meetings. Meetings of the Board shall be conducted in accordance with the Utah Open and Public Meetings Act, as set forth in *Utah Code Ann.* §§ 52-4-101, *et seq.*, as amended, ~~Open Public Meetings laws of the State of Utah,~~ including public notification of meeting place, time, and agenda items. The Board shall keep a public record of its proceedings, and all minutes and recordings of the meeting and decisions of the Board shall be filed in the office of the City Recorder ~~as public records~~.

(4) Quorum. No official business of the Board shall be conducted except in the presence of a properly constituted quorum. A quorum shall consist of a majority of the appointed members of the Board, provided the minimum number of members required for a quorum shall be three (3). ~~The quorum shall consist of three (3) members.~~ All official business must be decided upon by majority vote of the quorum, provided ~~that~~ the minimum number of votes required to take any action shall be three (3).

(5) Policies and Guidelines~~Rules~~. The Board may adopt reasonable policies ~~rules and regulations in accordance with the provision set forth herein~~ for governing the conduct of its business. All such policies shall be consistent with City ordinances, policies and regulations, and ~~rules and regulations~~ shall be submitted to the City Council for review and approval ~~approved by resolution of the City Council~~ prior to implementation. Policies of the Board requiring City Council approval include substantive or long-term policy matters such as accession and deaccession of property, procurement, Board duties, etc. The Board may also adopt reasonable internal guidelines which do not require City Council approval. Such guidelines may address administrative day-to-day operations of the Museum, duties of volunteers, creation of subcommittees, etc. and shall be consistent with City ordinances, policies and regulations.

(6) Subcommittees and Other Volunteers. The Board may choose to appoint Board members to oversee specific duties or appoint other volunteers to work in and aid in the operation of the Museum events and programs as needed by creating sub-committees or appointing other volunteers, including tour guides. Prior to appointment , all volunteers must fill out a volunteer application with the City and submit to any required background check.

(d) Board Duties. It shall be the duty of the Board to act in an advisory and volunteer capacity to the City Council regarding the administration and operation of "The Whitaker", ~~the Thomas Whitaker Home Museum,~~ including, but not limited to the following:

(1) Prepare and recommend for approval by the City Council a long-range plan, including goals, for "The Whitaker" ~~the Thomas Whitaker Home Museum~~, review any adopted long-range plan on an annual basis, and recommend any updates or changes to the City Council;

(2) Recommend to the City Council and implement programs, policies, financing, funding, legislation and other measures, educational programs or activities for the administration and operation of "The Whitaker" ~~the Thomas Whitaker Home Museum~~ consistent with the goals of the long-range plan, including, but not limited to review of grant applications and the Museum Director's proposed annual budget;

~~(3) Implement and carry out policies, projects, programs and activities at the Thomas Whitaker Home Museum or in connection therewith as approved by the City Council and/or as authorized by the City Council in the annual budget;~~

(3) Manage the overall operations of the Museum, the Museum Director, and all programs implemented by the Museum Board;

(4) Initiate, sponsor and promote involvement, activities and contributions by the public and private sectors in "The Whitaker" ~~the Thomas Whitaker Home Museum~~ and its facilities, artifacts, programs and activities;

(5) Prepare and recommend for approval by the City Manager and/or City Council appropriate policies, guidelines and procedures ~~rules and regulations~~ for the use, administration and operation of "The Whitaker" ~~the Thomas Whitaker Home Museum~~ and its facilities, artifacts, programs and activities and for the governance of the Board, and any updates or revisions to the same;

(6) Submit an annual report to City Council regarding the Museum and Board activities;

(7) Prepare and recommend to the City Manager and/or the City Council employment standards and qualifications for the position of Museum Director of "The Whitaker", ~~the Thomas Whitaker Home Museum.~~ evaluate and make recommendations to the City Manager ~~and Mayor~~ regarding the Museum Director's performance and continuing employment;

(8) Prepare and recommend for approval by the City Council collection management policies and system of approval of accession and deaccession of artifacts; and

(9) Prepare recommendations for building restorations, renovations, and repairs ~~and renovations~~ to the City Council.

(e) Chair Duties. It shall be the duty of the Chair to act as the primary point of contact between the City, other members of the Board, and the Museum Director. In the absence of the Chair, the Vice-Chair assumes the duties of the Chair.

(1) Agenda. The Chair shall develop agendas for each meeting with input from the Board members and the Museum Director.

(2) Meetings. The Chair shall preside at Board meetings and provide the overall leadership necessary to accomplish the mission and goals of the Board.

(3) Orientation. The Chair shall assist in the orientation of new Board members and work with them to ensure they can successfully fulfill their assignments.

(f) Museum Director. The Museum Director manages the basic operations and programs of the Museum and shall be under the direct supervision of the Museum Board and subject to general supervision of the City Mananger. The Museum Director shall perform the duties and functions as set forth in the Job Description for the Museum Director position. The Museum Director is not a voting member of the Museum Board, but serves in the capacity of employee. The City Manager shall be responsible for personnel matters and oversight regarding the Museum Director. The Museum Board may make recommendations or references regarding job performance of the Museum Director to the City Manager.

(g~~e~~) Funding. The ~~Whitaker~~ Museum Board shall operate under the direct supervision of the City Council. The Board's operations shall be funded by City funds, State and Federal grants, ~~City funds,~~

donations, ~~and~~ contributions, and cultural event promotions, which funds shall be collected and held by the City in a special fund designated for such purposes. Funds may be distributed to the Board on a project by project basis as deemed necessary by the City Council and/or as part of the City's regular budgetary process.

(h) Purchasing. All purchases and expenditures for the Museum shall comply with the City's Procurement Policy, including, but not limited to budget approval requirements, approval limits, bidding procedures, exemptions, etc. For purposes of such policies, the Museum Director and the Board Chair, or their designees, are hereby designated as authorized Purchasing Agents. All purchases and expenditures for the Museum shall also comply with any authorized Board policies, guidelines or procedures. All purchases and expenditures for the Museum shall be consistent with the approved budget for the Museum.

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/16/2014

Item No. 5.

Short Title: Cost-sharing Agreement with UDOT for culvert under I-15 at Lund Lane

Initiated By: City Engineer and Public Works Director

Scheduled Time: 7:45

SUBJECT

RECOMMENDATION

Determine whether to accept a cost-sharing proposal from UDOT for the construction of a 36-inch drainage culvert under I-15 at Lund Lane, and if so, direct staff to finalize the Agreement and authorize the Mayor to sign it.

BACKGROUND

During the work session earlier in the evening, the City Council will discuss whether they support the funding of all the drainage projects in the master plan projects list over the next five years--as presented by staff--and in particular, whether they want to proceed with the construction of a 36-inch diameter drainage culvert under I-15 at Lund Lane. This culvert would connect to a 36-inch culvert recently installed under the UP and UTA railroad tracks as a cost-sharing project between the City and the Woods Park developer.

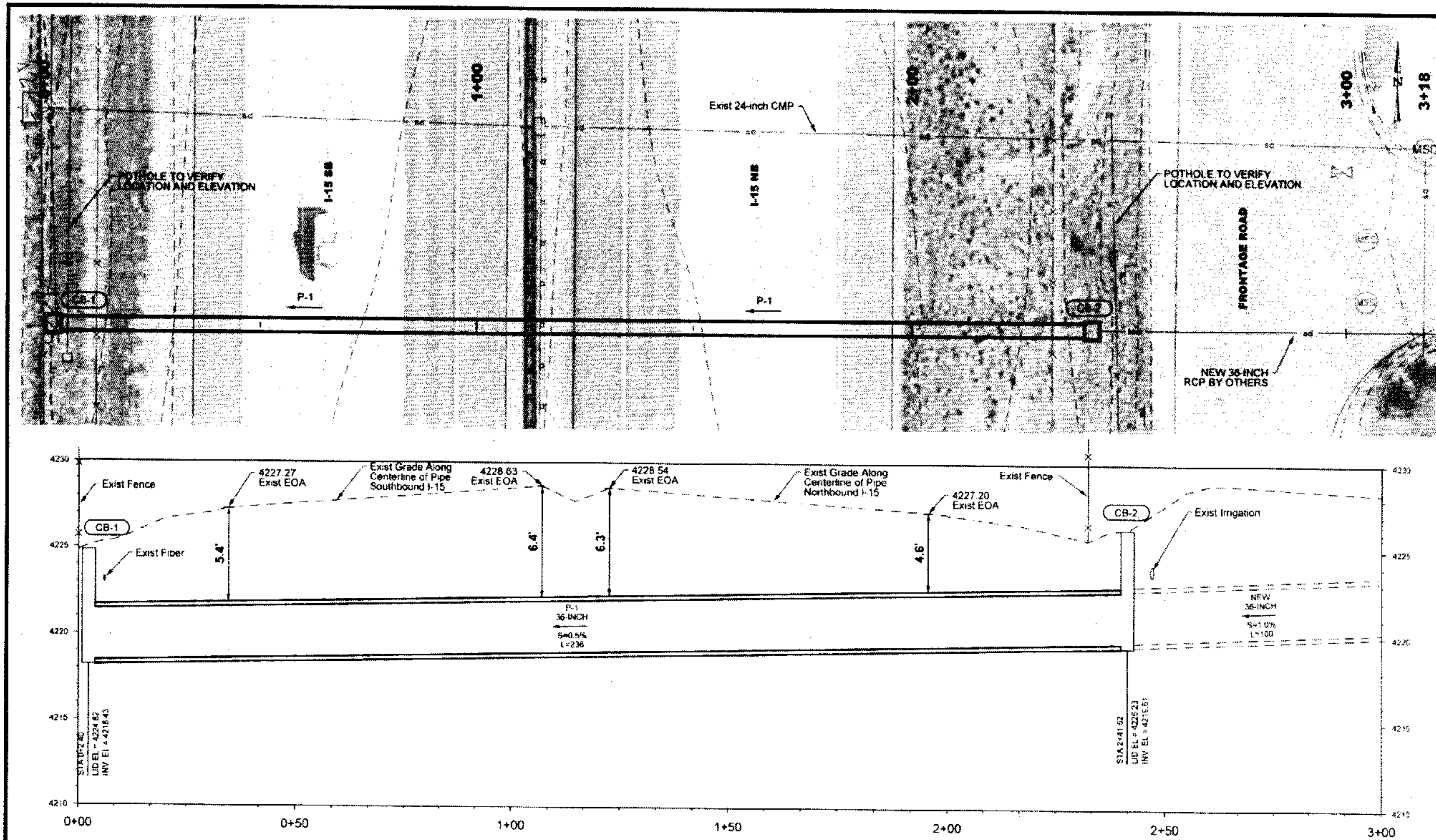
UDOT has proposed to cost-share the I-15 segment if the City agrees to have it done as a part of the current I-15 project. UDOT would pay half the cost of boring this pipe under I-15--i.e. each party would pay $133,267 of the total estimated cost of $266,534 for a segment running from the east edge of the freeway to the railroad right-of-way, where it would connect with the recently installed pipe. The City would also be responsible for the full cost of constructing a short segment between the Frontage Road and the east edge of the freeway, which the City Engineer estimates would cost up to $60,625, depending on whether existing fiber utility lines would need to be looped to avoid conflict. The City has already spent about $11,000 to design the segment under I-15. In other words, the City's total cost to complete the 36-inch pipe from the Frontage Road to the railroad right-of-way would be about $205,000, and UDOT would pay $133,267.

UDOT is requiring the City to make a decision by the end of this month. Therefore, if the City Council agrees to proceed, they need to authorize the finalization and execution of an Agreement for this purpose. A draft Agreement will be attached to this staff report once it is received from UDOT.

ATTACHMENTS:

Description

D 36-inch dia Plan & Profile at Lund Lane



REVISION	DATE	BY	DESCRIPTION	
				DESIGN CDP
				DRAWN CDP
				CHECKED KLC
				DATE 11/22/13

36-INCH DIA. PLAN & PROFILE

CENTERVILLE CITY
I-15 36-INCH DIA. CULVERT
AT LUND LANE

ESI ENGINEERING
CONSULTING ENGINEERS AND LAND SURVEYORS
3500 SOUTH MAIN STREET, SUITE 206
SALT LAKE CITY, UTAH 84115
TEL (801) 263-1752

SHEET 1 OF

PROJECT NO. 13-187

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/16/2014

Item No. 6.

Short Title: Staff report re: current business license fees

Initiated By: City Council in earlier work session

Scheduled Time: 7:55

SUBJECT

RECOMMENDATION

Receive report from Jake Smith, Management Assistant, about the City's current business license fee structure, and determine whether to direct staff to update the study/analysis to generate more revenue from this source.

BACKGROUND

In an earlier meeting, the City Council discussed the possibility of using the business license fees as a way to generate more revenue to offset the cost of hiring another police officer. The City Manager offered to provide a briefing of the current business license fee structure in a later meeting. Management Assistant, Jake Smith, prepared this staff report and will address this subject in the Council Meeting.

Business License Fee Timeline
February 1997 - Legislation change re: business license fees. Centerville had to change the business license fee structure as the practice at that time of basing the fee on gross receipts was no longer allowed.

Utah State Statute 10-1-203 1998 to 2014 (attached)- Between 1998 and today, there have not been any substantive changes in the State statute that would require the City to make any changes to the methodology used to justify the business license fee. The data used in that methodology, however, would have to be updated to reflect the "enhanced level of municipal services" currently provided to businesses.

February 17, 1998 – Randy Hillier presented analysis of costs to justify a business license fee (att: Business License Fee Justification); validity of some of the numbers were questioned. Hillier was asked to go back and confirm figures and come up with recommended fee structure.

March 3, 1998 – Cost estimates changed and recommended fee structures were presented to council for discussion. Staff reiterated the purpose behind changing the fee structure was to comply with changes in state law, not to recover all associated costs (revenues covered just under 50% of justified costs). The policy question posed was whether to decrease, keep the same or increase the amount of revenue the City receives through business licenses. Council decided unanimously to pursue a revenue neutral fee structure (i.e. not generate more revenue that was already being collected) based on square footage and number of employees.

March 17, 1998 – Public Hearing held. Proposal #3 created and presented at request of the Assistant City Attorney to tie the fee more closely to the study prepared by Hillier (att: March 17, 1998 staff report). All proposals, including the new #3, were presented to the Council and the Council approved proposal #3 after hearing public comment (March 17, 1998 minutes).

Summary of Current Business License Fee Structure
Base Fee – $40
This fee is charged to all businesses, including home occupations, to cover the Community Development Department's administrative costs.

Enhanced Service Fee
The enhanced service fee is an additional charge based on square footage and number of employees. It is charged for the "enhanced level of municipal services" provided to commercial businesses by police and fire. The following is the schedule for calculating the enhanced service fee:

Small Commercial (under 5,000 square feet)

- Enhanced service fee $50.00
- Per employee charge $4.00

Intermediate Commercial (5,00l - 25,000 square feet)

- Enhanced service fee $110.00
- Per employee charge $4.00

Large Commercial (over 25,000 square feet)

- Enhanced service fee $260.00
- Per employee charge $4.00

Current Revenue and Numbers
Business License Fee Revenue FY14: **$60,186**

Total Commercial Businesses – **327**

- Large Commercial Businesses: **10**
- Intermediate Commercial Businesses: **36**
- Small Commercial: **281**

Total Number of Employees: **3,934**
Total Revenue from Commercial Businesses (FY14): **$50,146**

Total Home Occupation Businesses: **251**
Total Revenue from Home Occupation Businesses (FY14): **$10,040**

Neighboring Cities' Business License Fee

Bountiful
$50 base fee + $4/employee with a maximum fee of $500 – applied to all businesses including home occupation

Farmington
$40 base fee for home occupation
$75 base fee for all others + enhanced service of $5 per call above 10 calls per year (not practiced).

Layton
$40 base fee for home occupation; if a Day Care, Pre School or other Educational Service +$26.50
Small Commercial (<10,000 sq ft) - $120
Medium Commercial (10,000 – 40,000) - $170
Large Commercial (40,000+) - $220

West Bountiful
$50 base fee + $5/employee – applied to all businesses including home occupation

Business License Fee Scenarios
The following chart shows what four real Centerville businesses would pay for the business license fee in other cities in Davis County and are listed in ascending order based on Centerville's definition of the size of a business (eg: McDonalds <5,000 sq ft = small commercial):

(#employees)	Bountiful	Centerville	Farmington	Layton	West Bountiful
Home-Business	$ 50	$ 40	$ 40	$ 40	$ 50
	$	$	$	$	$

McDonalds (20)	130	170	75	120	150
Petsmart (22)	$ 138	$ 238	$ 75	$ 170	$ 160
Home Depot (120)	$ 500	$ 780	$ 75	$ 220	$ 650

ATTACHMENTS:

Description

- 1998 State Statute 10-1-203
- 2014 State Statute 10-1-203
- Business License Fee Justification
- March 17 1998 staff report
- March 17 1998 minutes

U.C.A. 1953 § 10-1-203
UTAH CODE, 1953
TITLE 10. CITIES AND TOWNS
CHAPTER 1. GENERAL PROVISIONS
PART 2. MUNICIPALITIES

10-1-203 License fees and taxes —Application information to be transmitted to the county auditor.

(1) For the purpose of this section, "business" means any enterprise carried on for the purpose of gain or economic profit, except that the acts of employees rendering services to employers are not included in this definition.

(2) Except as provided in Subsections (3) through (5), the governing body of a municipality may license for the purpose of regulation and revenue any business within the limits of the municipality and may regulate that business by ordinance.

(3) (a) The governing body of a municipality may raise revenue by levying and collecting a municipal energy sales or use tax as provided in Part 3, Municipal Energy Sales and Use Tax Act, except a municipality may not levy or collect a franchise tax or fee as defined in Subsection 10-1-303(7) on an energy supplier other than the municipal energy sales and use tax provided in Part 3, Municipal Energy Sales and Use Tax Act.

(b) (i) Subsection (3)(a) does not affect the validity of a franchise agreement as defined in Subsection 10-1-303(6), that is in effect on July 1, 1997, or a future franchise.

(ii) A franchise agreement as defined in Subsection 10-1-303(6) in effect on January 1, 1997, or a future franchise shall remain in full force and effect.

(c) A municipality that collects a contractual franchise fee pursuant to a franchise agreement as defined in Subsection 10-1-303(6) with an energy supplier that is in effect on July 1, 1997, may continue to collect that fee as provided in Subsection 10-1-310(2).

(d) (i) Subject to the requirements of Subsection (3)(d)(ii), a franchise agreement as defined in Subsection 10-1-303(6) between a municipality and an energy supplier may contain a provision that:

(A) requires the energy supplier by agreement to pay a contractual franchise fee that is otherwise prohibited under Part 3, Municipal Energy Sales and Use Tax Act; and

(B) imposes the contractual franchise fee on or after the day on which Part 3, Municipal Energy Sales and Use Tax is:

(I) repealed, invalidated, or the maximum allowable rate provided in Section 10-1-305 is reduced; and

(II) is not superseded by a law imposing a substantially equivalent tax.

(ii) A municipality may not charge a contractual franchise fee under the provisions permitted by Subsection (3)(b)(i) unless the municipality charges an equal contractual franchise fee or a tax on all energy suppliers.

(4) Subject to the provisions of Title 11, Chapter 26, Local Taxation of Utilities Limitation, a municipality may impose upon, charge, or collect from a public utility engaged in the business of supplying telephone service or other person or entity engaged in the business of supplying telephone service any tax, license, fee, license fee, license tax, or similar charge, or any combination of any of these, based upon the gross revenues of the utility, person, or entity derived from sales or use or both sales and use of the telephone service within the municipality.

(5) (a) The governing body of a municipality may by ordinance raise revenue by levying and collecting a license fee or tax on the following:

(i) a parking service business in an amount that is less than or equal to:

(A) $1 per vehicle that parks at the parking service business; or

(B) 2% of the gross receipts of the parking service business;

(ii) a public assembly facility in an amount that is less than or equal to $1 per ticket purchased from the public assembly facility; and

(iii) subject to the limitations of Subsections (5)(c) and (d), a business that causes disproportionate costs of municipal services or for which the municipality provides an enhanced level of municipal services in an amount that is reasonably related to the costs of the municipal services provided by the municipality.

(b) For purposes of this Subsection (5):

(i) "Parking service business" means a business:

(A) that primarily provides off-street parking services for a public facility that is wholly or partially funded by public moneys;

(B) that provides parking for one or more vehicles; and

(C) that charges a fee for parking.

(ii) "Public assembly facility" means a business operating an assembly facility that:

(A) is wholly or partially funded by public moneys; and

(B) requires a person attending an event at the assembly facility to purchase a ticket.

(iii) "Municipal services" include:

(A) public utilities; or

(B) services for:

(I) police;

(II) fire;

(III) storm water runoff;

(IV) traffic control;

(V) parking;

(VI) transportation;

(VII) beautification; or

(VIII) snow removal.

(c) Before the governing body of a municipality imposes a license fee or tax on a business that causes disproportionate costs of municipal services under Subsection (5)(a)(iii), the governing body of the municipality shall adopt an ordinance defining for purposes of the tax under Subsection (5)(a)(iii) what constitutes disproportionate costs and what amounts are reasonably related to the costs of the municipal services provided by the municipality.

(d) Before the governing body of a municipality imposes a license fee or tax on a business for which it provides an enhanced level of municipal services under Subsection (5)(a)(iii), the governing body of the municipality shall adopt an ordinance defining for purposes of the tax under Subsection (5)(a)(iii) what constitutes the basic level of municipal services in the municipality and what amounts are reasonably related to the costs of providing an enhanced level of municipal services in the municipality.

(6) All license fees and taxes shall be uniform in respect to the class upon which they are imposed.

(7) The governing body shall transmit the information from each approved business license application to the county assessor within 60 days following the approval of the application.

History: C. 1953, 10-1-203, enacted by L. 1988, ch. 144, § 1; 1988, ch. 240, § 1; 1989, ch. 74, § 1; 1996, ch. 280, § 1; 1997, ch. 305, § 1.

NOTES, REFERENCES, AND ANNOTATIONS

Amendment Notes. —The 1996 amendment, effective July 1, 1997, redesignated Subsection (2) as Subsection (2)(a), added "except as provided in Subsection (2)(b)" near the end, and made related stylistic changes; added Subsections (2)(b) through (2)(e); and inserted "Except as provided in Subsection (2)(b) and Title 10, Chapter 1, Part 3, Municipal Energy Sales and Use Tax Act" and made a related stylistic change at the beginning of Subsection (5).

The 1997 amendment, effective January 1, 1998, redesignated former Subsections (2)(a) to (2)(e) as Subsections (2) to (3)(d); updated internal references accordingly; rewrote Subsection (2); deleted "Title 10, Chapter 1," before "Part 3" four times in Subsection (3); added Subsections (4) and (5); redesignated former Subsections (3) and (4) as Subsections (6) and (7); deleted former Subsection (5), providing for construction of the section; and made stylistic and related changes.

Compiler's Notes. —Laws 1988, ch. 144, § 1 and Laws 1988, ch. 240, § 1 enacted identical sections.

Cross-References. —Counties, licensing businesses for regulation and revenues, § 17-5-222.

Employment offices, license required, § 34-29-1 et seq.

Insurance companies, fee or tax prohibited, § 31A-3-102.

Power to fix terms and manner of issuance, § 10-8-4.

NOTES TO DECISIONS

ANALYSIS

"Business" construed.

The term "business" is synonymous with calling, occupation or trade, and is defined as any particular occupation or employment habitually engaged in for a livelihood or gain. Morgan v. Salt Lake City, 78 Utah 403, 3 P.2d 510 (1931).

Discretion.

The city councils and the boards of commissioners have a large discretion as to the person to whom the license may be granted and as to the place of business. Perry v. City Council, 7 Utah 143, 25 P. 739, 11 L.R.A. 446 (1891).

Lawyers.

Ordinance requiring any person engaging in business within the corporate limits of a city to obtain a "business license," the license fee to be graduated according to gross receipts of the business, was valid with respect to its application to attorneys, under powers granted to municipalities. Davis v. Ogden City, 117 Utah 315, 215 P.2d 616, 16 A.L.R.2d 1208, reh'g denied, 118 Utah 401, 223 P.2d 412 (1950).

Under former section, city had power to impose business license fee upon attorneys, notwithstanding the fact that the city had no power to regulate the practice of law. Davis v. Ogden City, 117 Utah 315, 215 P.2d 616, 16 A.L.R.2d 1208, reh'g denied, 118 Utah 401, 223 P.2d 412 (1950).

Light and power companies.

Ordinance imposing a license or occupation tax upon corporations engaged in generating and selling electricity and "using meters" was invalid under Utah Const., Art. 1, Sec. 24. Salt Lake City v. Utah Light & Ry., 45 Utah 50, 142 P. 1067 (1914).

Private telephones.

Under Constitution, as it read originally, and former statutes, city had power to levy and collect, for revenue purposes, a reasonable license fee for each telephone instrument operated and maintained by any person or corporation, used exclusively within the city limits for local business, and for which a rental or a charge was made. Ogden City v. Crossman, 17 Utah 66, 53 P. 985 (1898).

Refusal to license.

The right to license includes the right to refuse a license for cause, and when it is refused, the presumption is that it was for a good and sufficient cause. Larsen v. Salt Lake City, 44 Utah 437, 141 P. 98 (1914).

Restaurants and eating houses.

Cities have the power to pass reasonable ordinances regulating restaurants and eating houses. Ogden City v. Leo, 54 Utah 556, 182 P. 530, 5 A.L.R. 960 (1919).

Taxicabs.

Former § 10-8-39 permitted a city council to require taxicab operators providing service within the city to have a certificate of public convenience and necessity, even if their primary areas of service were outside the city limits. Butt v. Salt Lake City Corp., 550 P.2d 202 (Utah 1976).

Uniformity and equality of taxes and fees.

Constitutional provision that requires equality and uniformity of taxation has no application to an occupation or license tax, but is limited to a direct property tax assessed and collected in a usual way. Salt Lake City v. Christensen Co., 34 Utah 38, 95 P. 523, 17 L.R.A. (n.s.) 898 (1908).

Ordinance imposing graduated license tax was valid. Salt Lake City v. Christensen Co., 34 Utah 38, 95 P. 523, 17 L.R.A. (n.s.) 898 (1908).

While cities may impose license or occupation taxes, and for that purpose make reasonable classifications, it is essential to the constitutionality of those taxing ordinances that the tax apply equally to all persons of a given class and be uniform and equal. Thus, discriminations between peddlers engaged in the same business will render the ordinance void. Park City v. Daniels, 46 Utah 554, 149 P. 1094, 1918E Ann. Cas. 107 (1915).

A license tax imposed on an intracity bus service with fixed fares, routes, and schedule did not lack uniformity even though it was not applicable to sightseeing buses, taxicabs, and intercity buses. Salt Lake City Lines v. Salt Lake City, 6 Utah 2d 428, 315 P.2d 859 (1957).

Increase in basic flat-fee charge for a building permit from $12.00 to $112.00, which had no relationship to the increased costs of the service rendered, with the declared purpose of raising general revenue for the city, placed a disproportionate and unfair burden on new households as compared to old ones and was an impermissible discrimination. Weber Basin Home Bldrs. Ass'n v. Roy City, 26 Utah 2d 215, 487 P.2d 866 (1971).

City ordinance imposing a license tax on innkeepers of one percent of the gross revenue derived from rental of rooms for less than 30 days did not violate the uniform operation of the laws provision of the Utah Constitution. Little America Hotel Corp. v. Salt Lake City, 785 P.2d 1106 (Utah 1989).

COLLATERAL REFERENCES

Utah Law Review. —Recent Developments in Utah Law —Judicial Decisions — Municipal Law, 1989 Utah L. Rev. 301.

Am.Jur.2d. —51 Am. Jur. 2d Licenses and Permits § 91 et seq.; 56 Am. Jur. 2d Municipal Corporations, Counties, and Other Political Subdivisions § 471 et seq.; 58 Am. Jur. 2d Occupations, Trades, and Professions § 2 et seq.

C.J.S. —62 C.J.S. Municipal Corporations § 234 et seq.

A.L.R. —Suspension or revocation of real estate broker's license on ground of discrimination, 42 A.L.R.3d 1099.
Validity and construction of statute or ordinance regulating or prohibiting self-service gasoline filling stations, 46 A.L.R.3d 1393.

Validity and construction of statute or ordinances forbidding treatment in health clubs or massage salons by persons of the opposite sex, 51 A.L.R.3d 936.

Validity of municipal ordinances regulating time during which restaurant business may be conducted, 53 A.L.R.3d 942.

Application of city ordinance requiring license for laundry, to supplier of coin-operated laundry machines intended for use in apartment building, 65 A.L.R.3d 1296.

Validity of state or local regulation dealing with resale of tickets to theatrical or sporting events, 81 A.L.R.3d 655.

End of Document

West's Utah Code Annotated
Title 10. Utah Municipal Code
Chapter 1. General Provisions
Part 2. Municipalities

U.C.A. 1953 § 10-1-203

§ 10-1-203. License fees and taxes--Application information to be transmitted to the county assessor

Currentness

(1) As used in this section:

(a) "Business" means any enterprise carried on for the purpose of gain or economic profit, except that the acts of employees rendering services to employers are not included in this definition.

(b) "Telecommunications provider" is as defined in Section 10-1-402.

(c) "Telecommunications tax or fee" is as defined in Section 10-1-402.

(2) Except as provided in Subsections (3) through (5), the legislative body of a municipality may license for the purpose of regulation and revenue any business within the limits of the municipality and may regulate that business by ordinance.

(3)(a) The legislative body of a municipality may raise revenue by levying and collecting a municipal energy sales or use tax as provided in Part 3, Municipal Energy Sales and Use Tax Act, except a municipality may not levy or collect a franchise tax or fee on an energy supplier other than the municipal energy sales and use tax provided in Part 3, Municipal Energy Sales and Use Tax Act.

(b)(i) Subsection (3)(a) does not affect the validity of a franchise agreement as defined in Subsection 10-1-303(6), that is in effect on July 1, 1997, or a future franchise.

(ii) A franchise agreement as defined in Subsection 10-1-303(6) in effect on January 1, 1997, or a future franchise shall remain in full force and effect.

(c) A municipality that collects a contractual franchise fee pursuant to a franchise agreement as defined in Subsection 10-1-303(6) with an energy supplier that is in effect on July 1, 1997, may continue to collect that fee as provided in Subsection 10-1-310(2).

(d)(i) Subject to the requirements of Subsection (3)(d)(ii), a franchise agreement as defined in Subsection 10-1-303(6) between a municipality and an energy supplier may contain a provision that:

(A) requires the energy supplier by agreement to pay a contractual franchise fee that is otherwise prohibited under Part 3, Municipal Energy Sales and Use Tax Act; and

(B) imposes the contractual franchise fee on or after the day on which Part 3, Municipal Energy Sales and Use Tax Act is:

(I) repealed, invalidated, or the maximum allowable rate provided in Section 10-1-305 is reduced; and

(II) is not superseded by a law imposing a substantially equivalent tax.

(ii) A municipality may not charge a contractual franchise fee under the provisions permitted by Subsection (3)(b)(i) unless the municipality charges an equal contractual franchise fee or a tax on all energy suppliers.

(4)(a) Subject to Subsection (4)(b), beginning July 1, 2004, the legislative body of a municipality may raise revenue by levying and providing for the collection of a municipal telecommunications license tax as provided in Part 4, Municipal Telecommunications License Tax Act.

(b) A municipality may not levy or collect a telecommunications tax or fee on a telecommunications provider except as provided in Part 4, Municipal Telecommunications License Tax Act.

(5)(a)(i) The legislative body of a municipality may by ordinance raise revenue by levying and collecting a license fee or tax on:

(A) a parking service business in an amount that is less than or equal to:

(I) $1 per vehicle that parks at the parking service business; or

(II) 2% of the gross receipts of the parking service business;

(B) a public assembly or other related facility in an amount that is less than or equal to $5 per ticket purchased from the public assembly or other related facility; and

(C) subject to the limitations of Subsections (5)(c) and (d):

(I) a business that causes disproportionate costs of municipal services; or

(II) a purchaser from a business for which the municipality provides an enhanced level of municipal services.

(ii) Nothing in this Subsection (5)(a) may be construed to authorize a municipality to levy or collect a license fee or tax on a public assembly or other related facility owned and operated by another political subdivision other than a community development and renewal agency without the written consent of the other political subdivision.

(b) As used in this Subsection (5):

(i) "Municipal services" includes:

(A) public utilities; and

(B) services for:

(I) police;

(II) fire;

(III) storm water runoff;

(IV) traffic control;

(V) parking;

(VI) transportation;

(VII) beautification; or

(VIII) snow removal.

(ii) "Parking service business" means a business:

(A) that primarily provides off-street parking services for a public facility that is wholly or partially funded by public money;

(B) that provides parking for one or more vehicles; and

(C) that charges a fee for parking.

(iii) "Public assembly or other related facility" means an assembly facility that:

(A) is wholly or partially funded by public money;

(B) is operated by a business; and

(C) requires a person attending an event at the assembly facility to purchase a ticket.

(c)(i) Before the legislative body of a municipality imposes a license fee on a business that causes disproportionate costs of municipal services under Subsection (5)(a)(i)(C)(I), the legislative body of the municipality shall adopt an ordinance defining for purposes of the tax under Subsection (5)(a)(i)(C)(I):

(A) the costs that constitute disproportionate costs; and

(B) the amounts that are reasonably related to the costs of the municipal services provided by the municipality.

(ii) The amount of a fee under Subsection (5)(a)(i)(C)(I) shall be reasonably related to the costs of the municipal services provided by the municipality.

(d)(i) Before the legislative body of a municipality imposes a license fee on a purchaser from a business for which it provides an enhanced level of municipal services under Subsection (5)(a)(i)(C)(II), the legislative body of the municipality shall adopt an ordinance defining for purposes of the fee under Subsection (5)(a)(i)(C)(II):

(A) the level of municipal services that constitutes the basic level of municipal services in the municipality; and

(B) the amounts that are reasonably related to the costs of providing an enhanced level of municipal services in the municipality.

(ii) The amount of a fee under Subsection (5)(a)(i)(C)(II) shall be reasonably related to the costs of providing an enhanced level of the municipal services.

(6) All license fees and taxes shall be uniform in respect to the class upon which they are imposed.

(7) The municipality shall transmit the information from each approved business license application to the county assessor within 60 days following the approval of the application.

(8) If challenged in court, an ordinance enacted by a municipality before January 1, 1994, imposing a business license fee on rental dwellings under this section shall be upheld unless the business license fee is found to impose an unreasonable burden on the fee payer.

Credits

Laws 1988, c. 144, § 1; Laws 1988, c. 240, § 1; Laws 1989, c. 74, § 1; Laws 1996, c. 280, § 1, eff. July 1, 1997; Laws 1997, c. 305, § 1, eff. Jan. 1, 1998; Laws 2000, c. 172, § 1, eff. May 1, 2000; Laws 2003, c. 131, § 1, eff. May 5, 2003; Laws 2003, c. 253, § 1, eff. July 1, 2004; Laws 2005, c. 193, § 1, eff. May 2, 2005; Laws 2007, c. 276, § 1, eff. April 30, 2007; Laws 2008, c. 207, § 1, eff. May 5, 2008; Laws 2009, c. 189, § 1, eff. May 12, 2009; Laws 2011, c. 391, § 1, eff. July 1, 2011; Laws 2012, c. 289, § 1, eff. May 8, 2012; Laws 2014, c. 189, § 39, eff. May 13, 2014.

Notes of Decisions (63)

U.C.A. 1953 § 10-1-203, UT ST § 10-1-203
Current through 2014 General Session.

End of Document

Cost of Enhanced Service and Disproportionate Costs: Business License Fee Justification

Done for: Centerville City
Done by: Randy Hillier

Cost of Enhanced Service and Disproportionate Costs: Business License Fee Justification

Introduction and Purpose

In order to fulfill legislation contained in House Bill 98 of the 1997 legislative session *(please see appendix A)*, the city of Centerville has been required to do a study justifying its business license fees. This study, therefore, contains the costs of enhanced service, as well as the disproportionate costs that the city incurs as a consequence of its businesses. In order to do this it was necessary to look at three departments to locate and appraise their business related levels of service. This study will not only fulfill the requirements of the legislation, but allow a justified increase of business license fees in Centerville.

Methodology

In order to identify these increased costs and enhanced levels of service we first needed to identify the departments delivering this service. The departments placed in this category are identified below.

1. Police
2. Fire, (County Fire Marshal)
3. Community Development

Ascertaining the costs required interviewing people from these city and county departments. These individuals helped to identify the services and the costs involved with these services. Upon obtaining this information, I calculated the total costs involved with the services and the selected a method of dispersing these costs to the different businesses throughout the city. At the request of Paul Allred, the Community Development Director, and Delise Herem, the Planning Secretary, I have altered the business license fee structure in order to lower the cost of business licenses for home occupations.

The costs found, the methodologies for ascertaining these costs, as well as the distribution are found below.

List of Departmental Costs

The first department providing business related service is the Police Department. Their business related costs are the highest of any of the departments in question. Included in their increased costs are routine calls such as business burglary and shoplifting, as well as the extra effort made by Dispatch, which spends approximately fifteen percent (15%) of their time taking business alarm calls.

The enhanced service I found the Police Department to have is Security checks which amounts to approximately a quarter (25%) of the Police Department's enhances service costs. All of the Police related costs were determined by Lieutenant Russ Furse. He determined what level of service provided by the Police Department was over-and-above the basic level of service. See table below.

Police Department Enhanced Service and Increased Costs

	1997 Calls	
Business Burglary	60 @ 2.5 hrs per	$3,672 *
Thefts:		
Shoplifting	42 @ 1.5 hrs per	$1,542 *
Business	128 @ 1.0 hrs per	$3,133 *
Alarm Calls (Business Related)	252 @ 0.5 hrs per (2 officers attending)	$6,169 *
Dispatch Time Expended (approx. 15%)		$6,028 +
Investigation Time Expended (approx. 25%)		$14,300 *
Security Checks	482 @ 0.5 hrs per (2 officers attending)	$11,799 *
Total		**$46,643**

*Average Officer/Sgt wage with benefits - $24.48 per hour
+Average Dispatcher wage with benefits - $19.32 per hour

Fire Marshal

In order to determine the amount of enhanced service provided by the Fire Marshal (County Fire Chief), I simply had him determine the amount of time spent doing business related fire marshal activities. Since Centerville utilizes the South Davis Fire District I then had him determine the approximate percentage of time he spends doing work for Centerville. With these numbers and his hourly wage it was possible to determine the approximate cost of his fire marshal services to the city of Centerville. Even though he works for the South Davis Fire District, and is not directly paid by the city of Centerville, it stands to reason that if he did not provide this service, the city would be justified in paying a lower yearly amount for the fire service they require.

The Fire Chief's fire marshal duties involve several activities, however, the bulk of his time is spent doing the following:

- Business Inspections and Follow-ups
- Plan Reviews
- Office Related Work

It was determined that these activities take up 50% of his time. See the calculations below:

Fire Marshall Enhanced Service

Fire Marshal's Salary with Benefits	$79,309	
Salary Multiplied by 50%	39,654	
Multiplied by 30%, the Percentage of Time Spent Working For Centerville		**$11,896**

Community Development

Community Development was also able to identify the percentages of time they spend on their business related activities. Paul Allred, the Community Development Director spends approximately five percent (5%) of his time, while Delise Herem, the Planning Secretary, spends a more significant twenty-five percent (25%) of her time doing business related work. Some of their activities include:

- Processing new business applications
- Informing the Fire Marshal of new applications
- Renewal of business, commercial, professional, beer and liquor licences,
- Following up on those who have not yet responded to the license renewal procedure

Community Development Department Costs

Community Development Director's Salary with Benefits	$61,608	
Salary Multiplied by .05		$3,080
Planning Director's Assistant's Salary with Benefits	$31,532	
Salary Multiplied by .25		$7,883
Building Inspector's Salary with Benefits	$47,700	
Salary Multiplied by .10		$4,700
Total		**$15,733**

Combined Total

The combined total of the increased costs, and costs of enhanced service, for all the departments in question is $74,272.

Combined Total

Police Department's Costs	$46,643
Fire Marshal's (Fire Chief) Costs	$11,896
Community Development Department's Costs	$15,733
Total	**$74,272**

Cost Distribution

Although home occupations make up a significant number of the businesses in Centerville they require little service from the city. The service they do require comes from the Community Development Department. It is, therefore, fair to say that home occupations cause little financial burden. The cost of the services given to every commercial business in Centerville make up the bulk of the costs this study has identified.

For the reason stated above, Delise Herem and Paul Allred have requested that I devise a fee schedule that reflects these feelings, and allows for a more fair and even distribution of the costs among businesses within the city. I have, therefore, designed fee schedules that are simply based on whether the business is large commercial, small commercial or home occupation. Those businesses that fall within the category of home occupation will be charged a lower licensing fee than those that fall into the small and large commercial business category.

Fee Schedules

The amount brought in from business license fees last year was $37,519. This is approximately 50% of what has been determined to be business related costs. If the city wants to fully reclaim the stated costs it would be necessary to increase the amount charged for Centerville business license fees.

In order to determine how much to charge for new fees it was necessary to first determine the best basis for these fees. Currently Centerville charges according to gross receipts, with three dollars ($3.00) for each full time employee, and two dollars ($2.00) for every part time employee added on to that amount. Legislation no longer allows for this sort of fee structure. Therefore, it was determined that a flat rate for small commercial businesses (less than 10,000 square feet), for large commercial businesses (more than 10,000 square feet), a lower flat rate for home occupations, and a flat rate for each full and part time employee would be best as the new fee structure

I was unable to determine what rate to charge by any other method than trial and error. I first took a sampling of commercial businesses and their number of full and part-time employees. Then, with the help of Delise Herem, I determined the total number of small commercial businesses within the city. This number, one-hundred eighty-five (185) is approximately fifty percent (50%) of the total. The sampling of 48 businesses was approximately twenty-six percent (26%) of the small business total. It is therefore logical to conclude that the amounts derived by using the new fee structure for these 48 businesses would add up to twenty-six percent (26%) of what the total revenue collected from small businesses would be, should the city use that fee structure. In other words, the cross section constituted twenty-six percent (26%) of small commercial businesses, so I calculated what twenty-six percent (26%) of the newly determined small business revenue would be, ($7,734). Then, by plugging new amounts into what is charged for base fees, fees per full-time employee, and fees per part-time employee, and applying them to the cross section of commercial businesses I was able to determine a fee schedule that would bring in the desired total of around thirty-seven thousand five-hundred dollars, ($37,500) *(please see appendix B)*. After several attempts the fee structure seen below was the best, in my opinion. *(Note: Large businesses are charged a higher base fee, however, since there are an insignificant four (4) large businesses I simply multiplied the fee times four and added it to the total.)*

Status Quo (Approximately $38,000) Fee Structure

Small Business Base Fee:	$110.00
Large Business Base Fee:	$250.00
Home Occupation Base Fee:	$30.00
Full-Time Employees:	$8.00 added for each
Part-Time Employees:	$6.00 added for each

I have also developed three additional fee schedules, the first will bring in enough revenue to cover the determined costs of approximately $70,000, and the remaining two will bring in enough revenue to constitute the status quo of approximately $37,000 *(please see appendix B)*. These schedules are shown below.

Fee Structure to Cover the Actual Costs (Approximately $74,000)

Small Business Base Fee:	$225.00
Large Business Base Fee:	$500.00
Home Occupation Base Fee:	$60.00
Full-Time Employees:	$15.00 added for each
Part-Time Employees:	$10.00 added for each

Status Quo Fee Structure #2

Small Business Base Fee:	$90.00
Large Business Base Fee:	$300.00
Home Occupation Base Fee:	$50.00
Full-time Employees:	$8.00 added for each
Part-time Employees:	$6.00 added for each

Status Quo Fee Structure #3

Small Business Base Fee:	$100.00
Large Business Base Fee:	$250.00
Home Occupation Base Fee:	$40.00
Full-time Employees:	$8.00 added for each
Part-time Employees:	$6.00 added for each

Conclusion and Recommendations

While it is fair to say that business license fees are currently too low to cover business related city accrued costs, whether the fees are actually too low is a determination Centerville city officials need to make. By investigating the city incurred costs associated with commercial businesses within the city it has been possible to devise two fee structures, one of which will suit the city's needs. As per House Bill 98, the costs shown above, which the three departments in question incur, are justification for raising business license fees in Centerville.

Appendix A

Relevant Legislation

(4) Subject to the provisions of Title 11, Chapter 26, Local Taxation of Utilities Limitation, a municipality may impose upon, charge, or collect from a public utility engaged in the business of supplying telephone service or other person or entity engaged in the business of supplying telephone service any tax, license, fee, license fee, license tax, or similar charge, or any combination of any of these, based upon the gross revenues of the utility, person, or entity derived from sales or use or both sales and use of the telephone service within the municipality.

(5) (a) The governing body of a municipality may by ordinance raise revenue by levying and collecting a license fee or tax on the following:

(i) a parking service business in an amount that is less than or equal to:

(A) $1 per vehicle that parks at the parking service business; or

(B) 2% of the gross receipts of the parking service business;

(ii) a public assembly facility in an amount that is less than or equal to $1 per ticket purchased from the public assembly facility; and

(iii) subject to the limitations of Subsections (5)(c) and (d), a business that causes disproportionate costs of municipal services or for which the municipality provides an enhanced level of municipal services in an amount that is reasonably related to the costs of the municipal services provided by the municipality.

(b) For purposes of this Subsection (5):

(i) "Parking service business" means a business:

(A) that primarily provides off-street parking services for a public facility that is wholly or partially funded by public moneys;

(B) that provides parking for one or more vehicles; and

(C) that charges a fee for parking.

(ii) "Public assembly facility" means a business operating an assembly facility that:

(A) is wholly or partially funded by public moneys; and

(B) requires a person attending an event at the assembly facility to purchase a ticket.

(iii) "Municipal services" include:

(A) public utilities; or

(B) services for:

(I) police;

(II) fire;

(III) storm water runoff;

(IV) traffic control;

(V) parking;

(VI) transportation;

(VII) beautification; or

(VIII) snow removal.

(c) Before the governing body of a municipality imposes a license fee or tax on a business that causes disproportionate costs of municipal services under Subsection (5)(a)(iii), the governing body of the municipality shall adopt an ordinance defining for purposes of the tax under Subsection (5)(a)(iii) what constitutes disproportionate costs and what amounts are reasonably related to the costs of the municipal services provided by the municipality.

(d) Before the governing body of a municipality imposes a license fee or tax on a business for which it provides an enhanced level of municipal services under Subsection (5)(a)(iii), the governing body of the municipality shall adopt an ordinance defining for purposes of the tax under Subsection (5)(a)(iii) what constitutes the basic level of municipal services in the municipality and what amounts are reasonably related to the costs of providing an enhanced level of municipal services in the municipality.

[(3)] (6) All license fees and taxes shall be uniform in respect to the class upon which they are imposed.

Appendix B

New License Fee Structure Suggestions

Status quo (approx. $38,000) fee structure		Fee structure to cover the actual costs (Approximately $74,000)		Status quo fee structure #2		Status quo #
Base fee for small commercial	$110	Base fee for small commercial	$225	Base fee for small commercial	$90	Base fee for small commercial
Fee per full-time employee	$8	Fee per full-time employee	$15	Fee per full-time employee	$8	Fee per full-time employee
Fee per part-time employee	$6	Fee per part-time employee	$10	Fee per part-time employee	$6	Fee per part-time employee
	Totals		Totals		Totals	
Home Occ. 175 @ $38.00	$6,650	Home Occ. 175 @ $75.00	$13,125	Home Occ. 175 @ $58.00	$10,150	Home Occ. 175 @ $48.00
Large Commercial Business Total (More than 10,000 Sq Feet) 4 @ $250	$1,000	Large Commercial Business Total (More than 10,000 Sq Feet) 4 @ $500	$2,000	Large Commercial Business Total (More than 10,000 Sq Feet) 4 @ $300	$1,200	Large Commercial Business Total (More than 10,000 Sq Feet) 4 @ $250
Small Commercial Business Total (Less Than 10,000 Sq Feet)	$29,746	Small Commercial Business Total (Less Than 10,000 Sq Feet)	$58,808	Small Commercial Business Total (Less Than 10,000 Sq Feet)	$26,054	Small Commercial Business Total (Less Than 10,000 Sq Feet)
Revenue Total	$37,396	Revenue Total	$74,933	Revenue Total	$37,404	Revenue Total

Sampling of Area Business License Fees

[illegible]	[illegible]	[illegible]	[illegible]
Layton	Unknown	$120/$40	$50 for police services added to commercial businesses with over 10,000 sqft.
Bountiful	Same	$40/$40 $3 per full-time employee	Although a study was done, and costs are substantially higher, the fee structure remains the same.
Farmington	Unknown	$30/$30	
WoodsCross	Unknown	$50/$25	
North Salt Lake	Unknown	$25/$20 $5 per full-time, and $2.50 per part-time	
Payson	Based on gross receipts. Ave. $15-$75	$75/$40	City intends to perform a cost evaluation study and again reassess their fees.
American Fork	$100/$60	$90 first year $30 following years	Did not do a cost evaluation, simply changed the fee structure.
Lehi	$40/$40	$80/$80	Did not do a cost evaluation, simply changed the fees structure.
Centerville	Based on gross receipts. Ave. unknown	Council decision	Potential fee structures are contained in the cost evaluation study.
Average Fees	Insufficient information	$64/$46	Average of commercial and home occupation fees respectively, according to data available.

APPROVALS	
	4 COPIES
	STATE NAME REG.
	SALES TAX LICENSE
	WATER REC. APPROV.
	S.L. CNTY HEALTH
	DEPT. OF AGRICULTURE
	FIRE
	POLICE
	P & Z
	BLDG INSPECTOR
	PAYMENT

CENTERVILLE CITY

250 North Main · Centerville, Utah 84014 · (801) 295-3477

APPLICATION FOR BUSINESS LICENSE

BUSINESS LICENSE # ____________

CONTRACTOR LICENSE # ____________

STATE SALES TAX # ____________

TYPE OF APPLICATION: ☐ NEW BUSINESS ☐ RENEWAL

BUSINESS NAME ____________ BUSINESS PHONE ____________

ADDRESS ____________ ZIP ____________

MAILING ADDRESS ____________ ZIP ____________

OWNER OF BUSINESS ____________ HOME PHONE ____________

ADDRESS ____________ ZIP ____________

NAME OF APPLICANT/MANAGER ____________ HOME PHONE ____________

ADDRESS ____________ ZIP ____________

BIRTHDATE ____________ SOCIAL SECURITY # ____________

PROPERTY OWNER NAME ____________ PHONE ____________

ADDRESS ____________ ZIP ____________

DESCRIPTION OF BUSINESS ____________

This form is an application for a business license: the actual license will be issued only when this form is completed, submitted for payment, and meets ADA and all other pertinent requirements (state, local, federal). All information must be accurately completed or the issuance of a license will be delayed. It is a class B misdemeanor to own or operate a business in Centerville City without a business license.

LICENSE FEES

BASE FEE (SEE TABLE ⇒) ____________

FULL TIME EMPLOYEE @ $3.00 ea.= ____________
OWNER IS CONSIDERED FULL TIME

PART TIME EMPLOYEE @ $2.00 ea.= ____________

BEER LICENSE CLASS A $200.00 ☐ ✓
BEER LICENSE CLASS B $300.00 ☐
BEER LICENSE CLASS C $400.00 ☐ ____________

TOTAL FEES ____________

LATE PENALTY ____________

TOTAL AMOUNT DUE ____________
MAKE CHECK PAYABLE TO CENTERVILLE CITY CORPORATION

BASE RATE TABLE BY GROSS RECEIPTS		BASE	CHECK ONE
$ 0.00 -	20,000	$ 25.00	
20,001 -	50,000	30.00	
50,001 -	100,000	45.00	
100,001 -	150,000	60.00	
150,001 -	200,000	75.00	
200,001 -	300,000	95.00	
300,001 -	400,000	115.00	
400,001 -	600,000	140.00	
600,001 -	800,000	175.00	
800,001 -	1,000,000	210.00	
OVER	1,000,000	250.00	

I, (We) ____________ hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business and swear under penalty of law the information contained herein is true.

GNATURE OF APPLICANT ____________ DATE ____________

DATE RECEIVED ____________ APPROVED BY ____________

BUSINESS LICENSE RENEWALS SHALL BE DUE ANNUALLY ON OR BEFORE THE FIRST DAY OF JANUARY EACH YEAR. If the fee is *not paid by Feburary 1, there will be a 10% penalty assessed. After March 1, an additional late interest charge will begin to incur at 18% per annum.*

RETURN WHITE AND YELLOW COPIES WITH PAYMENT

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 9

Date of City Council Meeting: March 17, 1998

Short Title: Receive Public Comment for Amendment to Section 6-2-214 of the Centerville Code of Revised Ordinances regarding Business Licenses and to Appendix A, 6-2-214, Business License Fees

Initiated By: Staff

RECOMMENDATION:

Ask for public comment pursuant to Council's motion at the March 17 meeting, then adopt a revenue neutral fee structure that also complies with new State law. Consider Ordinance No. 98-11.

DISCUSSION:

Staff was directed to prepare a revenue neutral proposal for the Council's consideration at this meeting. Staff was also directed to contact other cities in Davis County to determine the formulas they use for calculating business license fees. Council also voted unanimously at the March 3 meeting to receive public comment regarding the proposal upon which the Council finally agrees. It is not clear from the minutes whether that public comment is to be received at this next meeting or a following meeting. Therefore, the agenda is posted for receiving such comment on March 17.

Staff gave the City Council two proposals to consider at the March 3 meeting. Proposal #1 would increase the annual revenues by about $11-12,000. Proposal #2 is essentially a revenue-neutral proposal in that it would increase revenues by only about $2,000 per year. Since the last meeting, Assistant City Attorney, Todd Godfrey, has expressed concern that we have not tied the fee structure closely enough to the cost study. Therefore, the City Manager thought of Proposal #3, which is now staff's recommendation to Council. Todd Godfrey and Paul Allred both agree this is a better approach because we can relate the fee structure to the basic administrative costs of business regulation (i.e. Community Development Department) versus the enhanced services (police and fire marshall) as broken out in the cost study. See the enclosed summary for an explanation and comparison of Proposal #2 and #3 with the current fee structure.

The cost study identified the following estimated costs:

Police Department	$37,261
Fire Marshall	11,896
Community Dev. Dept.	15,733
Total	$64,890

The Community Development Department costs are essentially the basic administrative costs which we can assume are caused equally by all businesses, including home occupations. The Police and Fire Marshall costs are "disproportionate" or an "enhanced level of municipal services" as mentioned in the new State law. Proposal #3 would charge a minimum base fee of $40 per business, including home occupations. This would generate $13,080 (327 businesses), which offsets much of the Community Development Department's cost of $15,733. Businesses with established places of business in the commercial or industrial zones would pay a higher base fee of $90, $150 or $300, depending on square footage. This increase in the base fee, plus $4 per employee for these businesses, would generate another $21,746, which you can see is justified by the Police Department and Fire Marshall costs. Since home occupations do not typically receive police and fire marshall services, their fee would be just a flat $40 annually.

The other enclosure is a summary of contacts made with four other cities: Layton, Kaysville, Farmington and Bountiful. Staff determined their formulas for calculating business license fees and have applied those formulas to two typical businesses in each community. Staff has also shown the percent of costs that are recovered through the business license fees in each of those communities, if it is known. The City Manager assumes this information fulfills the Council's request regarding information from other cities.

Todd Godfrey, Assistant City Attorney, recommends a major rewrite of Title 6 of the City Code, which includes the chapter on business regulation and licensing. However, due to the urgency of getting business licenses reviewed, the City Manager instructed Todd to make the minimal revisions needed to implement the new fee structure. An ordinance is expected on Friday. However, if it is not at City Hall in time for the packets, it will be delivered to the Council prior to the meeting.

BUSINESS LICENSE FEE STRUCTURES

1997:	Base fee ($25 - $250) determined by gross receipts; Plus $3/FT employee and $2/PT employee
Proposal #2:	Base fee determined by square footage plus $5/employee. Base fee is $75 if under 5,000 sq. ft., $150 if 5,000 - 25,000 sq. ft., and $300 if over $25,000 sq. ft. Base fee for home occupations is $30.
Proposal #3:	Minimum base fee for all businesses, including home occupations, is $40. For businesses in the commercial and industrial zones, the base fee increases to the following: $90 if less than 5,000 sq. ft.; $150 if 5,000 - 25,000 sq. ft.; $300 if more than 25,000 sq. ft.; plus $4/employee.

BUSINESS LICENSE FEE REVENUES

Estimated Revenues from:

	Beer Licenses	Home Occupations	Businesses	Total
1997 fee structure*	$1,600	$5,579	$25,971	$33,150
Proposal #2	$1,600	$5,120	$29,070	$35,790
Proposal #3	$1,600	$5,840	$28,986	$36,426

* These are actual amounts collected in 1997. The 1996 total was $37,519.

Business License Survey

FARMINGTON	KAYSVILLE	BOUNTIFUL	LAYTON	CENTERVILLE (Proposed Fees) – Proposal #3
Maverik-Base Fee--$30.00 Beer License--$250.00 10 police calls free--after that it is $2.50 a call **TOTAL $280.00 + ? on # of police calls**	Chevron-Base Fee--$20.00 Beer License--$50.00 **TOTAL $70.00**	Chevron-Base Fee--$40.00 Beer License--$250.00 Full-time employee-$3.00 Part-time employee-Total hours per week x .10 an hour **TOTAL $290.00 + ? on # of employees**	Chevron-Base Fee--$120.00 Beer License--$300.00 Police Services--$50.00 Alarm System--$30.00 Tobacco Sales--$50.00 Fire Sprinkler--$2.00 **TOTAL $552.00**	Chevron-Base Fee--$150.00 Beer License--$200.00 Employees-$4.00 each **$350.00 + 13 employees x $4.00 = $52.00 TOTAL $402.00**
Smith's-Base Fee--$30.00 Beer License--$250.00 10 police calls free--after that it is $2.50 a call **TOTAL $280.00 + ? on # of police calls**	Albertson's-Base Fee--$20.00 Beer License--$50.00 **TOTAL $70.00**	Albertson's-Base Fee-$40.00 Beer License--$250.00 Full-time employee-$3.00 Part-time employee-Total hours per week x .10 an hour **TOTAL $290.00 + ? on # of employees**	Albertson's-Base Fee--$120.00 Beer License--$300.00 Police Services--$50.00 Alarm System--$30.00 Tobacco Sales--$50.00 Fire Sprinkler--$2.00 **TOTAL $552.00**	Albertson's-Base Fee--$300.00 Beer License--$200.00 Employees-$5.00 each **$550.00 + 100 employees x $4.00=400.00 TOTAL $950.00**
Farmington City did not have a study done--no data available	Kaysville City did not have a study done--no data available	Bountiful City is collecting enough fees to cover their costs (Data is questionable)	Layton City is collecting 50% of their fees.	Centervile City's cost to regulate $64,890 Total Revenue= $36,426 (57% of costs)

The Council discussed whether the resolution was necessary since State law is in place and the appeals process available for those not satisfied with fee waiver determinations made by the City.

Marilyn Holje, City Recorder, reported this policy was developed based on past practice, Utah Code and Council desires, and will be followed whether in resolution form or not. There have been a few people who felt they should have records at no charge, but would not have met the guidelines listed in the policy, she said; and the City has never received an appeal.

In light of that discussion, the Council took no action regarding Resolution No. 98-6.

c. Amendment to Appendix A-3-1200

Mr. Thacker stated there is a need to amend some of the fees charged for records requests.

Marilyn Holje reviewed the fee schedule for the Council and stated staff feels the City would be recovering its costs by charging the fees indicated. She distributed and reviewed the survey that was conducted to determine if costs would be in line with what is being done in other cities. She also reviewed what is defined as a person being the direct and primary subject of a record and would qualify for a fee waiver.

Councilman Bangerter encouraged the City to move toward making records available to the public over the Internet as soon as possible.

Councilman Barton made a **motion** to adopt Ordinance No. 98-10 amending the Fee Schedule in Appendix A, Records Copy Fee Charges, and the Centerville City Fee Schedule Summary. The motion was seconded by Councilwoman Luczak and passed by unanimous roll-call vote.

AMENDMENT TO SECTIONS 6-2-213 AND 6-2-214 OF THE CENTERVILLE CODE OF REVISED ORDINANCES REGARDING BUSINESS LICENSES AND TO APPENDIX A, 6-2-214, BUSINESS LICENSE FEES AND THE REPEAL OF SECTION 6-2-215

Councilman Bangerter disclosed he is a business owner, which is regulated by the City. He noted that this issue does not affect him any differently than any other business owner and by this definition, this is not a conflict. Therefore, he stated his intention to participate and vote.

Mr. Thacker reviewed the third and most recent proposal, which he recommended to the Council, and which more closely tied the fee structure to the cost study. He then stated that the draft ordinance was in need of some improvement and he had further revisions for the Council to consider.

The Council discussed whether to receive public comment regarding this issue tonight or at the next meeting, following notification.

Mayor Hirschi invited public comment.

Jeff Cook, 582 North 340 East, Centerville, stated he owns a small business and would like to see a scenario showing how his business would actually be impacted with the various proposals and then be asked what his opinion is.

George Nichols, owner of the Centerville Dairy Queen, noted he heard about this public hearing by accident. He stated he was not present to protest, but to share information to change some misconceptions about business licenses. He distributed to the Council comparisons of the amounts charged the various Dairy Queens in the state of Utah and found them to be varied. He expressed concern for a statement made that the City subsidizes businesses because business license fees do not cover the costs incurred in licensing businesses. He reviewed other fees and taxes paid to Centerville City.

Mr. Thacker said that the new proposal would reduce Mr. Nichol's business license fee. He stated that in trying to devise a revenue-neutral fee structure, it will mean that some businesses are going to pay more and some less.

Seeing no one else wishing to comment, Mayor Hirschi closed the public hearing.

Mr. Thacker discussed a prorated approach to licensing a business that begins part-way through the year. He recommended that the Council approve Proposal #3, including the revisions he suggested for the draft ordinance.

Councilman Bangerter recognized the difficulty of the task to create a revenue-neutral fee structure, but expressed concern for what seemed to be a great inequity for some businesses' licensing fees. He suggested that there are other areas to consider for raising fees, such as beer licensing, tobacco sales, and giving a break to those businesses that charge and collect sales tax. He recommended another draft proposal that would be sent out to businesses to consider and comment on.

Councilman Russell expressed concern that the method for reaching a revenue-neutral fee structure may not be the best way to reach that goal.

Paul Allred noted that staff is feeling increased pressure from businesses to get the fee structure set so they can renew their business licenses. He reviewed some scenarios for size of businesses to show what they would pay, using the square footage and number of employees.

Councilman Barton recommended that the Council act quickly so that businesses can move forward, that this year be used as a test year, and that the City continue looking for areas to adjust the fees and make the structure better. He made a **motion to** adopt Ordinance No. 98-11, including the adjustments, adopting a revenue-neutral fee structure that complies with new State law. The motion was seconded by Councilwoman Luczak and passed by roll-call vote with Councilman Bangerter voting in opposition.

ETHICS RESOLUTION

Councilman Barton made a **motion** to adopt Resolution No. 98-7 setting City policy regarding actual conflicts of interest between the personal interests of City employees and officers and their public duties. The motion was seconded by Councilwoman Luczak.

Councilman Nelson expressed his support for the resolution because it establishes a desired standard for employees and officers and reflects the desires of the Council without mandating personal behavior by making each person accountable.

Councilman Russell stated that he does not believe the resolution is necessary, but he drafted the resolution, believing it is what the Council feels as a group.

Councilman Bangerter commented that it is good to have the clarification set forth in the resolution, and agrees that it does not mandate procedure. He stated he would

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/16/2014

Item No. 7.

Short Title: Transportation Funding Initiative

Initiated By:

Scheduled Time: 8:10

SUBJECT

a. Reconsider agreement for professional services pertaining to the Utah Transportation Coalition
b. Consider Resolution No. 2014-32 encouraging the State of Utah to address comprehensive transportation funding

RECOMMENDATION

a. Approve the attached agreement for professional services between the City and Salt Lake Chamber of Commerce relating to the initiative to increase transportation funding for Utah cities, and authorize the expenditure of $500 from the Council's contingency budget to pay Centerville's share of the Coalition's costs.

b. Approve Resolution No. 2014-32 after making revisions acceptable to the City Council.

BACKGROUND

This matter was discussed initially at the November 18 council meeting. Concern was expressed by several council members that new transportation funding would be used for public transit instead of local road maintenance. That concern apparently was created by reference to Utah's Unified Transportation Plan mentioned in the attached letter to Mayor Cutler. Without a better understanding of the contents of the Unified Transportation Plan, three council members were unwilling to approve the agreement for professional services supporting the Utah Transportation Coalition's public education initiative. The Council agreed, however, to consider this matter again at their December 2 meeting. In preparation for that meeting, they were given the link below to the entire Unified Transportation Plan: http://www.wfrc.org/new_wfrc/UnifiedPlan/Unified%20Plan%20Booklet%20Web%20Version%20Final%206%20Aug.%202013.pdf. Staff have identified and attached several pages from that document which address local road maintenance needs, as evidence that the Plan includes that need.

Roger Tew, a tax specialist for the Utah League of Cities and Towns, attended the December 2 Council meeting to explain the nature of the new funding source sought by the ULCT, the flexibility in how cities could use that funding, and other potential sources of transportation funding that may be considered by the State Legislature. He handed out the attachment prepared by League of Cities staff showing current transportation funding and spending for Centerville, and showing what additional revenue would be generated by either the 1/4 cent sales tax or an increase in the gasoline tax. Due to the absence of Councilman Averett, the Council postponed action on this matter again, to their December 16 meeting.

In addition to joining the Transportation Coalition by approving the attached professional services agreement, the Utah League of Cities has also asked its member cities to pass resolutions similar to the sample attached. The League wants to present these resolutions to State Legislators at the beginning of the 2015 Legislative Session. The City Manager spoke with Ken Bullock, Executive Director of the Utah League of Cities and Towns, on December 11, about the Coalition and the request for a resolution from each city. Mr. Bullock emphasized these points:

- The Coalition needs to be broad enough--i.e. local governments as well as business support--to provide the political weight needed to convince the Legislature to authorize more transportation funding.
- The League is opposed to the Legislature specifically earmarking any of the additional revenue that may be generated by this effort for the benefit of public transit. The League prefers a solution that gives maximum

flexibility to the local governments to decide both whether to impose the additional tax and how to use it for transportation purposes--whether that be road maintenance, bike lanes, public transit, walking paths, etc. Hence the reason for the 1/4 cent sales tax proposal.

- The attached sample resolution can be altered by each city to emphasize specific transportation needs important to that city.

The City Manager recommends Council members--in preparation for this council meeting--consider what revisions they would like to make to the attached sample resolution.

Also attached is an email dated December 5, 2014 from Utah League of Cities staff explaining the three actions they hope all cities will take relating to the transportation funding initiative:

- Enact a resolution of support
- Join the Utah Transportation Coalition
- Reach out to the State Legislators representing our community.

ATTACHMENTS:

Description

- ULCT email
- Letter to Mayor
- Agreement for Services
- Excerpts from Unified Transportation Plan
- ULCT handout at 12/2/14 Council meeting
- Sample Resolution
- ULCT email dated 12/5/14

Steve Thacker

From: Brandon Smith <bsmith@ulct.org>
Sent: Thursday, November 13, 2014 1:17 PM
To: Mayor; Steve Thacker
Subject: Join the Utah Transportation Coalition
Attachments: Coalition Letter Centerville.pdf; Transportation Coalition Agreement Final.docx

Greetings,
This email will inform you about the Utah Transportation Coalition and how the Coalition—with participation from your city or town—is promoting investment in transportation funding. We have also attached a letter and a sample service agreement.

WHO IS THE COALITION?
The Coalition consists of businesses, chambers, cities, and counties working together to educate the general public and policymakers of the urgent need for transportation funding.
The private sector is shouldering nearly two-thirds of the Coalition budget.
The Coalition will not engage in any lobbying of legislators but will instead implement a communications strategy to the public about transportation needs.

WHY JOIN THE COALITION?
The return on investment for your city/town is significant. A small membership fee to join the Coalition (see attached letter) may lead to the broad public and political support that could result in new transportation revenue for your city/town.
Your city/ town will receive a professionally crafted Communications Toolkit to use to educate residents and policymakers about the need for transportation funding.
The toolkit will contain a newsletter article, infographics about transportation, social media materials, a utility bill template, and other items. You can use the tools as they are or modify them to fit your city/town.
ULCT will also distribute a data handout which will explain how your city/town currently funds transportation and how your city/town may benefit from increased transportation funding.
ULCT will also provide a sample council resolution that your city/town can enact to demonstrate support for increased transportation funding.

WHAT IS THE TIMELINE?
The Coalition officially launches on Monday, November 17 at Station Park in Farmington at 10:30 am. Please join us at the press conference: http://sandy.utah.gov/index.php?id=932
On November 17, the Coalition will have the website and the first pieces of the toolkit available at www.utahtransportation.org.
From November to January, member cities will use the toolkit to explain the urgency of transportation investment to their residents and elected officials.
In January, the Coalition will start a media campaign to educate the general public about transportation needs.
The legislature convenes on January 26, 2015 for 45 days.

HOW DOES MY CITY/TOWN JOIN?
The Coalition wants your support and active participation. You can review the attached service agreement and adopt it during a council meeting. Upon adoption of the agreement and payment of the small membership fee (see letter), your city will have access to the toolkit.

Cities and towns must speak in solidarity with the business community about the urgency of comprehensive transportation funding. For further information on how to join the coalition, you can contact ULCT or you can contact the Transportation Coalition Chair Abby Albrecht at abby.albrecht@gcinc.com.

Brandon Smith
Legislative Research Analyst
Utah League of Cities and Towns
50 South 600 East, Suite 150
Salt Lake City, UT 84102
801-328-1601
www.ulct.org

UTAH TRANSPORTATION COALITION

October 27, 2014

Mayor Paul Cutler, Centerville City
250 N. Main
Centerville, UT 84014

Dear Mayor Cutler,

Whether you drive on roads, bike on paths, cruise on ATVs, hop on the bus, or walk on the sidewalk, transportation is a part of your daily life. Which roads do you avoid? Where does your sidewalk end? How often do your kids stay inside because of the inversion? You hear from residents how they expect not only well-maintained roads but also transit, ATV, and active transportation options. You have to do more with less and the traditional resources are diminishing. We live in a new era of transportation—we must have a new vision for funding it.

At this year's Utah League of Cities and Towns Annual Convention, the ULCT membership passed a resolution that identified the need for transportation funding and recommended a legislative solution. **We must expand funding for local transportation NOW.**

We recognize the power in numbers. The Utah League of Cities and Towns, Utah Association of Counties, and the Salt Lake Chamber have formed the Utah Transportation Coalition. The Coalition's goal is to build support for major investment in Utah's transportation system per Utah's Unified Transportation Plan, preserve Utah's quality of life, bolster economic growth, improve personal health and air quality, and provide maximum value to all Utahns.

The Coalition will roll out a communications campaign to generate public and political support for comprehensive transportation solutions and to fund the Unified Transportation Plan across the state. We have provided a sample service agreement for your city/town to review, prepare, and enact to join the Coalition. The Coalition will provide a communication toolkit that you can use as is (without additional staff work) or personalize the materials for your community, including newsletter messages, utility fee inserts, social media messages and a city council resolution.

We need Centerville's financial support of $500 to join together with all other Utah cities, towns, counties, and chambers. The private sector has pledged the majority of the needed amount and they are asking for local government to stand shoulder to shoulder in the effort—a public-private partnership that will make a difference. Please adopt a service agreement (based on the enclosed sample) and support the Coalition. For more information, contact Abby Albrecht at the Utah Transportation Coalition at (801) 831-6116 or at abby.albrecht@gcinc.com.

Thank you for your partnership and your support.

Lane Beattie
President/CEO of Salt Lake Chamber

Ken Bullock
Executive Director, Utah League of Cities & Towns

Project Name: Utah Transportation Coalition / Salt Lake Chamber

AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
_________________________ *CITY*
and
Salt Lake Chamber of Commerce

THIS AGREEMENT made and entered into this ____ **day of** November, 2014, by and between ___________________, a municipal corporation (hereinafter referred to as "**City**", and SALT LAKE CHAMBER (hereinafter referred to as "**Consultant**").

The **City** and **Consultant** agree as follows:

1. **RETENTION AS CONSULTANT**

City hereby retains **Consultant,** and **Consultant** hereby accepts such engagement, to perform the services described in Paragraph 2. **Consultant** warrants it has the qualifications, experience and facilities to properly perform said services.

2. **DESCRIPTION OF SERVICES**

Task 1: Transportation Issues Research and Analysis:

The **Consultant** shall research and analyze transportation funding in Utah at both the State and local level, and use this data to suggest improvements and enhancements to funding transportation in Utah.

These Services shall be completed on June 30, 2015.

Task 2: Transportation Issue Advocacy and Public Awareness Campaign:

The **Consultant** shall create an issue advocacy and public awareness campaign related to Utah's need for improved transportation, and how improved transportation can benefit Utah's economy, air quality, and quality of life. This advocacy and public awareness campaign will include strategic communications planning, advertising media, advertising purchases, public events, online media, social media, editorial content, and other communications tools.

These Services shall be completed on June 30, 2105.

Task 3: Transportation Issue Local Government Tool Kit:

The **Consultant** shall deliver to each municipality a Transportation advocacy tool kit, consisting of but not limited to social media content, utility bill insert content, a city specific fact sheet detailing transportation funding in the individual municipality, editorial content for local papers, website content, and other items to support and aid local governments in discussing their transportation needs with residents.

These Services shall be completed on June 30, 2015.

Task 4: Legislative and Governmental Relations:

The **Consultant** shall work with the Utah League of Cities and Towns and the Utah Association of Counties to educate legislators about state and local transportation funding issues. No lobbyists will be engaged in this effort; however individuals required by State law to register as lobbyists working on behalf of these organizations will be involved.

These Services shall be completed on June 30, 2015.

3. **COMPENSATION**

The total compensation payable to **Consultant** by **City** for the Services described in paragraph 2 shall not exceed the sums described in the attached proposal, and shall be earned on the basis as indicated in the **Consultant's** attached proposal.

All payments shall be made within thirty (30) calendar days after execution of this *Agreement*.

EXTRA SERVICES

No other extra services are authorized by this *Agreement*.

4. **PROGRESS AND COMPLETION**

The **City** and the **Consultant** are aware that many factors outside the **Consultant's** control may affect the **Consultant's** ability to complete the Services to be provided under this *Agreement*. The **Consultant** will perform these Services with reasonable diligence and expediency consistent with sound professional practices.

5. **PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This Agreement is for professional services, which are personal services to the **City**. The following persons are deemed to be a key member(s) of or employee(s) of the **Consultant's** team, and shall be directly involved in performing or assisting in the performance of this work.

- Abby Albrecht, Granite Construction and Utah Transportation Coalition
- Justin Jones, Salt Lake Chamber of Commerce
- Cameron Diehl, Utah League of Cities and Towns
- Lincoln Shurtz, Utah Association of Counties

The **Consultant** will subcontract the following portions of the work out to other parties:

- Penna Powers: strategic communications, public relations, and consulting services.
- Other coalition partners

This *Agreement* is not assignable by **Consultant** without the **City's** prior written consent.

6. **HOLD HARMLESS AND INSURANCE**

Consultant shall defend, indemnify and hold the **City**, its elected Officials, officers, and employees, harmless from all claims, lawsuits, demands, judgments or liability including, but not limited to general liability, automobile and professional errors and omissions liability, arising out of, directly or indirectly, the negligent performance, or any negligent omission of the **Consultant** in performing the services described.

Consultant shall, at **Consultant's** sole cost and expense and throughout the term of this *Agreement* and any extensions thereof, carry:

(1) Workers compensation insurance adequate to protect Consultant from claims under workers compensation acts.

(2) Professional errors and omissions insurance in the amount of $2,000,000, and

(3) General personal injury and property damage liability insurance and automobile liability insurance with liability limits of not less than $2,000,000 each claimant and $2,000,000 each occurrence for the injury or death of person or persons and property damage.

All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of Utah.

7. RELATIONSHIP OF THE PARTIES

The relationship of the parties to this *Agreement* shall be that of independent contractors and that in no event shall **Consultant** be considered an officer, agent, servant, or employee of **City**. The **Consultant** shall be solely responsible for any workers compensation, withholding taxes, unemployment insurance and any other employer obligations associated with the described work.

8. TERMINATION BY CITY

The **City**, by notifying **Consultant** in writing, may upon ten (10) calendar days notice, terminate any portion or all of the services agreed to be performed under this *Agreement*.

9. WAIVER/REMEDIES

Failure by a party to insist upon the strict performance of any of the provisions of this *Agreement* by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omission by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this *Agreement* or at law or in equity shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

10. CONSTRUCTION OF LANGUAGE

The provisions of this *Agreement* shall be construed as a whole according to its common meaning and purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders and vice versa.

11. MITIGATION OF DAMAGES

In all situations arising out of this *Agreement*, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

12. **GOVERNING LAW**

This *Agreement*, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of Utah.

13. **CAPTIONS**

The captions or headings in the *Agreement* are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the *Agreement*.

14. **AUTHORIZATION**

Each party has expressly authorized the execution of this *Agreement* on its behalf and acknowledge it shall bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers and any others who may claim through it to this *Agreement*.

15. **ENTIRE *AGREEMENT* BETWEEN PARTIES**

Except for **Consultant's** proposals and submitted representations for obtaining this *Agreement*, this *Agreement* supersedes any other *Agreements*, either oral or writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and *Agreements* between the parties with respect to said services. Any modifications of this *Agreement* will be effective only if it is in writing and signed by the party to be charged.

16. **SEVERABIITY**

If any provision in this *Agreement* is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

17. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in this United State mail, postage prepaid, and addressed as follows:

TO CITY: __________City
Street Address
City, Utah ZIP
Attention: City Recorder

TO CONSULTANT: Utah Transportation Coalition
c/o Salt Lake Chamber of Commerce
175 East 400 South, Suite #600
Salt Lake City, Utah 84

18. **ADDITIONAL TERMS/CONDITIONS**

Additional terms and conditions of this *Agreement* are:

IN CONCURRENCE AND WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES EFFECTIVE ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

____________ **CITY:**	Attest
______________________ Signature	______________________ City Recorder
______________________ Print Name	Approved as to Form
______________________ Date	______________________ Municipal Legal Counsel

CONSULTANT:

____
Signature

____
Lane Beattie, President and Chief Executive Officer

____
Date

State of Utah)
:ss
County of Salt Lake)

On this __________ day of ________________________, 2014, personally appeared before me ________________________ *[name of person(s)]*, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the President and Chief Executive Officer *[title]*, of The Salt Lake Chamber of Commerce *[name of corporation]*, a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

____
Notary Public

Highway and Local Road Operations, Maintenance, and Preservation Needs

Needs in this category are those related to keeping the existing transportation network in good condition and operating and maintaining it so that it functions as efficiently and safely as possible. It includes not only regionally significant roads but the maintenance and preservation of local infrastructure as well. Pavement preservation, maintenance activities and all operational needs are included in this category and were reviewed in coordination with the Utah League of Cities and Towns. Preservation activities include minor treatments intended to extend the life of both pavement and bridges, and also periodic rehabilitation activities, up to and including reconstruction. Maintenance activities include a range of smaller improvements from landscaping and snow plowing to pothole repair. Operational activities include safety programs, intelligent transportation systems, and related services. The level of these operational services varies greatly by jurisdiction (state and local) and preservation costs can also vary based on the existing level of disrepair.

Transit Operations, Maintenance and Preservation Needs

Transit operations, maintenance and preservation include all the work necessary to keep the transit system functioning in a state of good repair including drivers and operators as well as vehicle maintenance. This category includes a range of vehicle replacement, capacity/service expansion to reach new growth areas, bond payments and interest costs, and other transit costs not associated with new capital expansion.

MAJOR REVENUE ASSUMPTIONS

Future revenue increases are needed if we are to maintain, preserve, and expand our state and local road and transit systems. It is important to note that the Unified Transportation Plan cannot be implemented with only the future revenue shown from existing funding sources. The legislature, local communities, and the public will decide how to raise this revenue. The following scenario strategies were assumed but will likely vary at the discretion of Utah's state and local elected officials.

- Increase statewide fuel tax or equivalent
  > 5 cents every 10 years starting in 2014 (30 percent to B&C Funds)
- Increase statewide vehicle registration fee
  > $10 every 10 years starting in 2016 (30 percent to B&C Funds)
- Add local-option taxes (shares by MPO and county)
  > Additional local option fuel tax
  > Additional local option sales tax
  > Additional vehicle registration fees

The following table displays the estimated cost of the transportation system as the net present value (2010-2011 dollars) of the cumulative cost from 2011 to 2040. Approximately $70.1 billion is needed to build, operate and maintain the transportation system to safely and efficiently get Utah residents to work, school, shopping and other destinations. The estimated $28 billion of new road capacity projects and the $8.7 billion of new transit capacity projects are listed at the end of this Unified Plan. Funding needs for new capacity projects on local government roads were based on estimates from the Utah League of Cities and Towns and cover municipal and county needs. Because those projects are generally not "regionally significant" improvements, they are not individually listed in this Unified Plan.

UTAH ASSOCIATION OF COUNTIES

Maintaining, operating and preserving both the existing transportation system plus the new capacity that is being planned also represents a significant challenge including needs for approximately $21 billion for road operations, maintenance, and preservation and $12.4 billion for transit operations, maintenance and preservation. Despite an anticipated cost of $70.1 billion over the next 30 years, projected revenue from today's revenue sources will only total $43.4 billion. The gap between transportation needs ($70.1 billion) and revenues ($43.4 billion) is $26.7 billion over the next 30 years.

The financial assumptions highlighted on this page represent a plan for closing the gap between transportation needs and transportation revenues. In addition to the $43.4 billion of revenue from existing revenue sources, the Unified Plan represents common assumptions

UTAH'S STATEWIDE TRANSPORTATION NEEDS AND REVENUES

Transportation Need	Estimated Cost
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Transportation Revenue	
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]

for new transportation revenue sources that may be enacted in the future. These revenue assumptions may vary based on actual decisions of our elected leaders but represent new transportation revenue totaling $[illegible] billion over the next 30 years. A comprehensive transportation solution is vitally important to the State of Utah and even with the implementation of new revenue sources of $[illegible] billion, Utah will still need an additional $15.4 billion over the next 30 years to fully close the gap between needs and existing and planned revenue.

CONTINUOUS, COOPERATIVE, AND COMPREHENSIVE PLANNING

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) federal legislation requires state DOTs and MPOs to create and update their long-range transportation plans. The legislation does not require the plans to be updated at the same time nor that they use the same planning and financial assumptions. However, UDOT and the MPOs in Utah have worked together to produce a statewide prioritized [illegible]. Because of the cooperation between UDOT and the MPOs, all the transportation plans are not only being updated at the same time, but also contain coordinated growth assumptions, financial assumptions and other data to facilitate a statewide understanding of the plans.

Centerville

Population:* 16,624

Legislators: **Senate:** J. Stuart Adams, Todd Weiler
House of Representatives: Roger E. Barrus

County: Davis

Municipal Sales Tax for Centerville:**

Centerville's 1% Local Option Revenue (FY 2011): $2,830,732

Transportation Funding/Spending for Centerville:**

Centerville's Total Transportation Spending (FY 2011): $2,063,862
Centerville's B & C Road Funding (FY 2011): $474,530
Centerville's General Fund Subsidy for Transportation: **$1,589,332**
Per Capita: **$95.60**

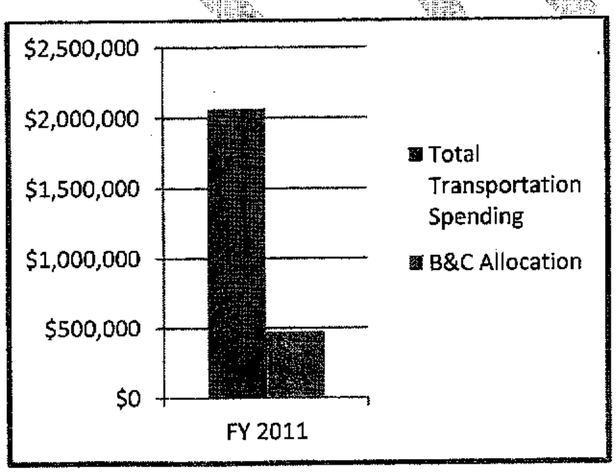
What different funding mechanisms could mean for Centerville:***

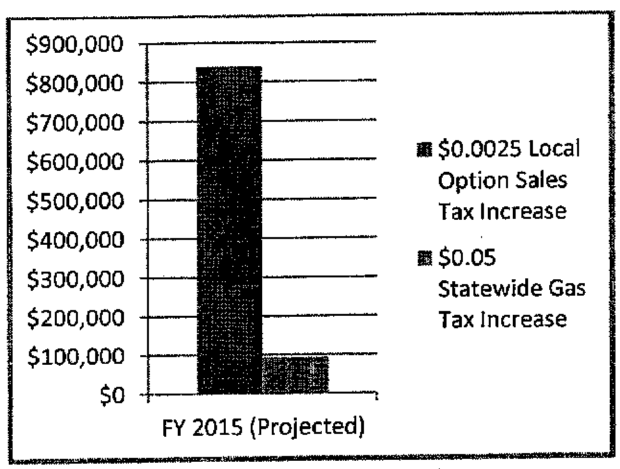
$0.0025 Local Option Sales Tax Increase:

2015 Projection:	$839,050
2019 Projection:	$989,437
2024 Projection:	$1,175,531
2015-2024 Total:	$9,929,725

$0.05 Statewide Gas Tax Increase:

2015 Projection:	$93,906
2019 Projection:	$95,134
2024 Projection:	$95,984
2015-2024 Total:	$950,933





* Source: U.S. Census Bureau – 2013 Population Estimates
** Source: Office of the Utah State Auditor
*** Projections by ULCT Economist Doug Macdonald (former Utah State Tax Commission Economist)
Sources: Utah State Tax Commission & Utah Department of Transportation

?

RESOLUTION R2014 – 000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF__________, UTAH, ENCOURAGING THE STATE OF UTAH TO ADDRESS COMPREHENSIVE TRANSPORTATION FUNDING.

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth and improved quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of State and local government; and

WHEREAS, Utah's population is expected to grow by 1 million residents by 2040; and

WHEREAS, Utah's residents demand new comprehensive transportation options such as bike lanes, multi-use paths, off-road trails and transit in addition to traditional roads; and

WHEREAS, research from the Utah Department of Transportation indicates that road maintenance efforts save cities from road rehabilitation that costs six times as much as maintenance, and saves cities from road reconstruction that costs ten times as much as maintenance, and

WHEREAS, investing in transportation results in tremendous economic development returns for both municipalities and the state; and

WHEREAS, improving comprehensive transportation in Utah will reduce private vehicle usage which will in turn lead to improved air quality; and

WHEREAS, poor air quality discourages economic development, business recruitment and tourism visits, and contributes to asthma and other health ailments; and

WHEREAS, nearly 1 in 10 Utah adults suffer from asthma and struggle to breathe during poor air quality days; and

WHEREAS, nearly 57% of Utah adults are overweight, approximately 200,000 Utahns have diabetes, and diabetes and obesity related health care costs in Utah exceed $1 billion; and

WHEREAS, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage Utahns to be more active, spend more time with their families via active transportation, and result in improved personal and community health; and

WHEREAS, the current motor fuel tax of 24.5 cents and 1% local option sales tax are insufficient to satisfy current and future transportation needs; and

WHEREAS, Utah has led the nation in creating an Unified Transportation Plan to address these comprehensive transportation and quality of life issues and the City now asks the State and local governments to work together to find comprehensive funding solutions that will address transportation, economic development, air quality, and health needs.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF__________, UTAH:

<u>SECTION 1</u>. Comprehensive Transportation Funding. The City Council supports proposals which meet comprehensive local transportation needs, promote the Unified Transportation Plan, and provide for future growth. The City supports studying a transportation funding option which would allow for the statewide implementation of a quarter cent ($0.0025) local options sales tax to be used for transportation. The City also supports studying motor fuel taxes, "B and C" road funding, and other transportation funding options. Motor fuel taxes are not equitably borne by road users with the advent of higher MPG vehicles, electric and hybrid vehicles, and other fuel-saving technologies. Additionally, since the motor fuel tax has not been adjusted since 1997 and is not indexed, the current purchasing power is inadequate. The City requests the Utah Legislature to carefully examine all funding options.

SECTION 2. Comprehensive Transportation Options. The City supports the expansion of the uses for which transportation funding can be spent to reflect the individual needs and discretion of local governments. Transportation, air quality, and public health can be enhanced when active transportation and transit are eligible for transportation funding. Examples of items that could be eligible may include trails, bike lanes, sidewalks, safety equipment, traffic calming, signage, and lighting. Investment in active transportation options will encourage residents to travel via walking, biking, and transit, result in a healthier population, reduced car emissions, decreased health care costs, and improved quality of life. The City supports additional funding mechanisms that will result in expanded active transportation infrastructure. The City also supports continued investment in public transit as outlined in Utah's Unified Transportation Plan. Transit can help relieve traffic, promote walkable communities, and improve air quality.

SECTION 3. Coordinating Efforts. The City encourages City staff to work with State elected officials, the Utah Transportation Coalition, and the Utah League of Cities and Towns.

SECTION 4. Distribution of this Resolution. A copy of this resolution shall be sent to the Governor, the President of the Utah State Senate, the Speaker of the Utah House of Representatives, the municipality's State Senators and State House Representatives, and the Executive Director of the Utah League of Cities and Towns.

SECTION 5. Effective Date. This Resolution shall become effective upon passage.

APPROVED BY THE CITY COUNCIL OF THE CITY OF ______, UTAH, ON THIS ______ DAY OF ______________, 2014 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
City Council Member	____	____	____	____
City Council Member	____	____	____	____
City Council Member	____	____	____	____
City Council Member	____	____	____	____
City Council Member	____	____	____	____

Mayor: ______________________ Attest: ______________________

Mayor City Recorder

Approved as to form:

____

City Attorney

Steve Thacker

From: Cameron Diehl <cdiehl@ulct.org>
Sent: Friday, December 05, 2014 4:58 PM
To: Kenneth Bullock
Subject: ULCT transportation edition of Friday Facts for Friday, Dec 5, 2014

Happy Friday everyone,
Happy December! As our football teams prepare for bowl season, our eyes turn to the Utah-BYU basketball showdown at the Marriott Center next week. I expect I'll be outnumbered by about 20,000 but I'll be there proudly wearing red!

Today's Friday Facts is all transportation, all the time.

Many cities have contacted ULCT to better understand what you can do to propel the movement to increase transportation funding at the legislature. Your correspondent is here with this T^3 checklist. These three transportation steps—a resolution, the Coalition, and your outreach--will make a difference.

T^1
First, Team ULCT requests that your city or town enact a **resolution** expressing support for comprehensive transportation funding. You can find the most current version of a sample resolution here on our website (www.ulct.org). To date, I am aware of about 25 cities and towns that to date have considered a resolution including more than 10 this week alone. When your city endorses a resolution, please either email or snail mail us a copy. You can email me at cdiehl@ulct.org. Why? We have something special planned with the municipal resolutions. On January 28, we will host Local Officials Day at the Capitol where the entire legislature will join hundreds of city officials (and youth city council members) for lunch. We want to announce at that event how many cities and towns passed resolutions and deliver the results to each legislator. For example, we want to tell Senator Ralph Okerlund that 30 cities and towns in his district enacted the resolution and thus will support him in voting yes on increased local government transportation funding. The more resolutions that cities and towns enact, the stronger our message will be: local government needs additional transportation funding and we will stand shoulder to shoulder with legislators.

T^2
Second, the **Utah Transportation Coalition** communications campaign has launched! You can learn more at www.utahtransportation.org. The coalition has created a communications toolkit that participating cities and towns can utilize in order to communicate the urgency of transportation to the general public. The Coalition consists of hundreds of businesses, cities, towns, counties, planning organizations, and transportation agencies that have come together to promote increased transportation funding. It is a historic and valuable partnership between the private and public sectors. The private sector is providing more than 60% of the budgeted cost. The Salt Lake Chamber houses the Coalition. You can read more information about the Coalition from the Chair David Golden at our blog here and you can contact Abby Albrecht in order to participate. ULCT provided a sample services agreement that your city or town can adopt to formalize the partnership and Abby can send you participation information. You can contact her at abby.albrecht@gcinc.com.

T^3
Third, we need you to **reach out** to your legislators about the specific needs in your community. Your stories are Team ULCT's most effective tools. Team ULCT is collecting survey data from cities (one has already been sent and we will send another survey about specific projects in your community soon). Team ULCT has also prepared handouts entitled "Thousand Points of Data" that clearly explains the transportation needs in your city/town and how different potential funding mechanisms address those needs. We are actively distributing "Thousand Points" so please let us know when you want the data. You can contact Nick Jarvis at njarvis@ulct.org. We use the data extensively with legislators and they find it fascinating and insightful. Please make time in the weeks ahead to reach out to your legislators. Team ULCT is

happy to attend any legislative breakfasts, council briefings, or other events where we can assist you in discussing policy with your legislators.

Finally, we had a tremendous experience with the Utah Transportation Interim Committee during their special meeting in Vernal on Wednesday. Your correspondent advocated for over 30 minutes about local needs and about potential funding solutions, particularly a local option sales tax dedicated to local transportation. The committee was receptive to the sales tax concept and you can read the Tribune article here. The Chair of the Interim Committee, Representative Johnny Anderson of Taylorsville, will continue chairing the Transportation Committee in the House in 2015. He has been a tireless advocate for transportation investment and we are thrilled to continue to work with him.

Last but not least, the LPC will meet again on **Tuesday, December 16** (not Monday) at noon at Zions Bank in downtown SLC. Happy Holidays!

Cameron Diehl
Director of Government Relations
Utah League of Cities and Towns
50 South 600 East Suite 150
Salt Lake City, UT 84102
cdiehl@ulct.org
801-328-1601 (o)
801-910-3912 (c)

CENTERVILLE

Staff Backup Report
12/16/2014

Item No. 8.

Short Title: Financial Report for period ending November 30, 2014

Initiated By: Blaine Lutz

Scheduled Time: 8:30

SUBJECT

RECOMMENDATION

BACKGROUND

Attached is the Interim Financial report for the month ending November 30, 2014. Blaine will be available to review and respond to questions at the meeting.

ATTACHMENTS:

Description

- Interim Financial Report

General Fund
Unaudited Summary
November 2014

	This Month	Year to Date	FY 15 Budget	42% % Budget
Revenues				
Property Tax	$691,919	$786,657	$1,006,835	78.13%
Fee in Lieu	$6,156	$39,783	$93,000	42.78%
Sales & UseTax	$311,289	$1,463,154	$3,662,000	39.96%
Franchise Taxes	$88,321	$504,263	$1,330,000	37.91%
Licenses & Permits	$8,077	$101,117	$356,350	28.38%
Intergovernmental	$102,030	$246,683	$517,825	47.64%
Charges for Services	$76,260	$381,470	$916,175	41.64%
Fines	$22,375	$227,083	$492,000	46.16%
Miscellaneous	$414	$10,567	$50,750	20.82%
Transfers/Contributions	$8,960	$17,660	$154,500	11.43%
Total	$1,315,801	$3,778,437	$8,579,435	44.04%
Expenditures				
City Council	$4,066	$41,261	$109,617	37.64%
Judicial	$15,871	$87,404	$216,568	40.36%
Executive	$30,432	$152,547	$387,113	39.41%
Attorney	$11,410	$59,946	$151,565	39.55%
Finance	$32,693	$225,020	$510,478	44.08%
Attorney Services	$337	$8,034	$33,000	24.35%
Emergency Management	$1,466	$5,162	$10,000	51.62%
Fire	$0	$411,170	$822,340	50.00%
Elections	$0	$0	$0	0.00%
Youth Council	$678	$1,207	$7,000	17.24%
Police	$184,544	$934,167	$2,318,757	40.29%
Liquor Law	$0	$2,654	$19,650	13.51%
School Xing	$5,834	$18,488	$54,650	33.83%
DARE	$5,620	$28,586	$103,830	27.53%
K-9	$39	$202	$7,250	2.79%
Animal Control	$1,823	$7,293	$22,000	33.15%
PW Admin	$20,981	$120,278	$288,584	41.68%
Streets	$41,490	$171,378	$686,709	24.96%
Street Projects	$8,308	$124,824	$750,000	16.64%
GIS	$6,269	$42,455	$96,988	43.77%
Engineering	$12,944	$65,344	$86,500	75.54%
Parks	$59,713	$339,527	$813,541	41.73%
Community Events	$0	$237	$43,650	0.54%
Parks & Rec Facility	$494	$2,343	$10,526	22.26%
Maint Facility	$4,112	$17,278	$36,500	47.34%
Maint Facility Storage	$8	$721	$6,160	11.70%
City Hall	$11,563	$70,924	$184,110	38.52%
Community Dev.	$20,857	$114,214	$293,873	38.87%
Building Inspection	$7,032	$25,468	$120,400	21.15%
Transfers - Non Dep.	$0	$39,000	$180,360	21.62%
UTOPIA -Pledges	$37,081	$148,324	$274,876	53.96%
UIA Assessment	$0	$0	$20,840	0.00%
Total	$525,665	$3,265,456	$8,667,435	37.67%
Use/Contribtion to Fund balance (Revenues Over/Under Expenditures)		$ 512,981	$ (88,000)	

Fund Balance at Beginning of Year (est.)	$1,597,074
Fund Balance estimate 11/30/2014	$2,110,055
Projected Fund Balance %	**26.69%**

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

Capital Projects
Unaudited Summary
November 2014

	This Month	Year to Date	FY 15 Budget	42% % 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	$94	$253	$75	337.33%
Total Revenues	$94	$2,043	$226,358	0.90%
Expenditures	$1,627	$21,333	$226,358	9.42%
Fund Balance at Beginning of Year (est.)		$87,660		
Fund Balance estimate 11/30/2014		$68,370		
Park				
Revenues:				
Fund Balance			$263,461	
Impact Fees	$0	$8,228	$75,000	10.97%
Transfer	$0	$0	$0	0.00%
Grants	$0	$0	$0	0.00%
Other	$0	$0	$400	0.00%
Total Revenues	$0	$8,228	$338,861	10.91%
Expenditures	$218,538	$263,508	$338,861	77.76%
Fund Balance at Beginning of Year (est.)		$353,335		
Fund Balance estimate 11/30/2014		$98,055		
Capital Projects Fund				
Revenues:				
Fund Balance				
Transfers - General	$37,081	$148,324	$274,876	53.96%
RDA additional increment	$0	$0	$160,000	0.00%
Other	$0	$0	$100	0.00%
Total Revenues	$37,081	$148,324	$434,976	34.10%
Expenditures				
UTOPIA Pledge	$37,081	$148,324	$444,976	33.33%
Projects			$0	0.00%
Total Expenditures	$37,081	$148,324	$444,976	33.33%
Balance at Beginning of Year		$42,297		
Fund Balance estimate 11/30/2014		$42,297		

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

RDA/Special Revenue
Unaudited Summary
November 2014

	This Month	Year to Date	FY 15 Budget	42% % Budget
RDA				
Revenues	$35,409	$189,797	$1,847,000	10.28%
Expenditures	$2,570	$36,037	$1,847,000	1.95%
Fund Balance at Beginning of Year (est.)		$230,228		
Fund Balance estimate 11/30/2014		$383,988		
Recreation				
Revenues				
Recreation	$5,708	$8,656	$87,000	9.95%
Youth Baseball	$0	$410	$31,000	1.32%
Concession Sales	$0	$0	$23,635	0.00%
Other	$0	$130	$39,000	0.33%
Total Revenues	$5,708	$9,196	$180,635	5.09%
Expenditures				
Recreation	$2,696	$55,857	$127,320	43.87%
Concessions	$0	$649	$23,635	2.75%
Youth Baseball/Softball	$0	$10,273	$28,425	36.14%
Total Expenditures	$2,696	$66,779	$179,380	37.23%
Revenue Over/Under Expend	$ 3,012	$ (57,583)	$ 1,255	
Balance at Beginning of Year (est.)		$32,437		
Fund Balance estimate 11/30/2014		-$25,146		
Sales Tax Debt Service (DCAC)				
Revenues	$0	$100,693	$1,623,888	6.20%
Expenditures	$0	$100,693	$1,623,888	6.20%
Reserved Fund Balance		$0		
Fund Balance estimate 11/30/2014		$0		
Whitaker Trust				
Beginning fund balance			$24,679	
Revenues	$80	$2,103	$33,460	6.29%
Expenditures	$1,963	$9,047	$52,214	17.33%
Fund Balance at Beginning of Year		$25,218		
Fund Balance estimate 11/30/2014		$18,274		

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

Enterprise Funds
Unaudited Summary
November 2014

	This Month	Year to Date	FY 15 Budget	42% % Budget
Water				
Revenues:				
Impact/construction Fees	$4,963	$33,375	$230,000	14.51%
Water Sales	$149,032	$821,800	$1,861,500	44.15%
Bond Revenue	$0	$0	$468,000	0.00%
Other	$808	$8,605	$66,500	12.94%
Total Revenues	$154,803	$863,780	$2,626,000	32.89%
Expenditures				
Operating/Dep/Debt	$83,471	$455,045	$1,935,345	23.51%
Capital Improvement	$35,696	$375,896	$740,130	50.79%
Total Expenditures	$119,167	$830,941	$2,675,475	31.06%
Unresrestricted Cash Beginning of Year (est.)		$1,576,996		
Fund Balance estimate 11/30/2014		$1,609,835		
Sanitation				
Revenues:				
Collection Fees	$57,672	$288,999	$697,400	41.44%
Recycling fees	$14,490	$72,355	$167,885	43.10%
Green Waste fees	$7,220	$36,038	$80,000	45.05%
Other	$0	$350	$7,470	4.69%
Total Revenues	$79,382	$397,742	$952,755	41.75%
Expenditures:				
Disposal	$28,058	$112,553	$311,000	36.19%
Collection	$23,995	$96,835	$268,000	36.13%
Recycling	$14,465	$57,907	$164,000	35.31%
Green Waste Disposal	$3,009	$12,036	$33,000	36.47%
Other	$8,291	$53,457	$185,325	28.85%
Total Expenditures	$77,818	$332,788	$961,325	34.62%
Unresrestricted Cash Beginning of Year		$37,161		
Fund Balance estimate 11/30/2014		$102,115		
Drainage				
Revenues	$48,485	$242,596	$594,100	40.83%
Operating Expenditures	$29,654	$156,936	$648,054	24.22%
Capital Expenditures	$4,913	$13,118	$7,600	172.61%
Total Expenditures	$34,567	$170,054	$655,654	25.94%
Unresrestricted Cash Beginning of Year		$524,043		
Fund Balance estimate 11/30/2014		$596,585		
Telecommunications				
Revenues:				
Connection Fees	$27,129	$119,191	$275,000	43.34%
Transfers - GF	$0	$0	$20,840	0.00%
Total Revenues	$27,129	$119,191	$295,840	40.29%
Expenditures:				
Utility Service charges	$19,551	$97,534	$261,250	37.33%
UIA operating assessment	$10,418	$41,672	$62,513	66.66%
Operating service charge	$1,214	$4,414	$13,750	32.10%
Total Expenditures	$31,183	$143,620	$337,513	42.55%
Unresrestricted Cash Beginning of Year		$43,790		
Fund Balance estimate 11/30/2014		$19,361		

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

CENTERVILLE

Staff Backup Report
12/16/2014

Item No. 9.

Short Title: Mayor's Report

Initiated By:

Scheduled Time: 8:35

SUBJECT

a. Fire Agency update
b. UTOPIA update

RECOMMENDATION

Mayor Cutler will report on Fire Agency and UTOPIA matters.

BACKGROUND

CENTERVILLE

Staff Backup Report
12/16/2014

Item No. 10.

Short Title: City Manager's Report

Initiated By:

Scheduled Time: 8:45

SUBJECT

a. Complete Streets policy - status report
b. Summary of 2014 projects/issues and anticipated projects/issues in 2015

RECOMMENDATION

BACKGROUND

a. The City Manager will report on the process for drafting a "Complete Streets" policy. Several staff as well as Council members Fillmore and Wright have participated in this process over the past three months. A joint work session is recommended to educate the Planning Commission and City Council about this topic.

b. As he has done at the end of each year, the City Manager will be preparing a summary of major projects and issues which the Council and staff dealt with in 2014, and a list of major projects and issues anticipated in 2015. These summaries will be attached when available.

CENTERVILLE

Staff Backup Report
12/16/2014

Item No. 11.

Short Title: City Council Liaison Report

Initiated By:

Scheduled Time: 8:55

SUBJECT

Recreation District and Parks & Recreation Committee - Councilwoman Tamil Fillmore

RECOMMENDATION

BACKGROUND

Tami represents the City on the Board of the South Davis Recreation District, and serves as the City Council's liaison to the City's Parks & Recreation Committee.

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/16/2014

Item No. 12.

Short Title: Open & Public Meetings training by City Attorney

Initiated By:

Scheduled Time: 9:05

SUBJECT

RECOMMENDATION

BACKGROUND

State law requires city councils to receive training annually on Open & Public Meetings. City Attorney Lisa Romney will provide this training.

CENTERVILLE

Staff Backup Report
12/16/2014

Item No. 13.

Short Title: Miscellaneous Business

Initiated By:

Scheduled Time: 9:25

SUBJECT

RECOMMENDATION

BACKGROUND

No topics are specifically identified at this time under this heading.

CENTERVILLE

Staff Backup Report
12/16/2014

Item No. 14.

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: 9:25

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
12/16/2014

Item No. 15.

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

Initiated By:

Scheduled Time: 9:25

SUBJECT

RECOMMENDATION

Mayor Cutler will recommend at least one appointment to City boards and committees.

BACKGROUND

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/16/2014

Item No. 16.

Short Title: Adjourn to RDA meeting

Initiated By:

Scheduled Time: 9:25

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE

Staff Backup Report
12/16/2014

Item No.

Short Title: (Items of Interest (i.e., newspaper articles, not items on agenda) Posted in-meeting information

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

	Description
D	Monthly Building Report for November 2014

Steve Thacker
City Manager

Buil

655 North 1250 West, Centerville, Utah 84014

Monthly Building Report for November 2014

Construction Type	# of Permits		YTD Structures		Average Home Cost		Construction Valuation	
	Month	YTD	# Units	# Bldgs	Month	YTD	Month	YTD
Single Dwellings	1	7	7	7	311,914.00	258,092.00	311,914.00	1,806,645.00
Duplexes / Town Homes	0	0	0	0			-	-
Apartments	0	0	0	0			-	-
Addition/Alteration/Repair	3	43					96,900.00	1,864,513.00
Power/Mech	2	64					-	-
Signage	1	20					23,000.00	134,629.00
Commercial/Tenant Finish	1	32					95,584.00	10,946,915.00
Detached Structure/Gar	0	5					-	86,200.00
Demolition	0	5					-	11,905.00
Pool	0	4					-	124,000.00
Miscellaneous	1	16					26,675.00	316,619.00
Total Permits Issued:	**9**	**196**			**Total Permitted Valuation:**		**554,073.00**	**15,291,426.00**

	Monthly		*YTD Comparison*	
Building Permit Related Revenues	***November 2014***	***YTD 2014***	***November 2013***	***YTD 2013***
BUILDING	*5,636.54*	*129,898.97*	*11,445.90*	*198,457.48*
PLAN CHECK	*1,685.28*	*63,055.27*	*3,442.37*	*88,072.36*
ELECTRICAL		*1,386.00*	*132.00*	*1,716.00*
PLUMBING	-	-	-	-
MECHANICAL	*132.00*	*2,904.00*	*264.00*	*2,574.00*
GRADING	-	*188.00*	-	-
STATE SURCHARGE	*57.69*	*1,343.85*	*118.43*	*2,027.17*
WATER DEV.	*508.00*	*28,284.00*	*4,013.00*	*72,413.00*
WATER CONNECTION	*4,455.00*	*7,752.81*		
WATER METER	*90.00*	*4,725.00*	*711.00*	*10,846.00*
STORM DRAIN		*700.00*		
FIRE IMPACT	-	*11,373.77*	*1,413.00*	*38,955.04*
PARK IMPACT		*12,342.00*	*6,171.00*	*86,567.00*
DRIVE APPROACH	*35.00*	*310.00*	*105.00*	*1,365.00*
BOND	*2,000.00*	*22,000.00*	*4,000.00*	*31,000.00*
SPECIAL IMP DIST/REC	-	*1,316.93*	-	*42.00*
ENGINEERING	*500.00*	*3,500.00*		*3,099.60*
TV INSPECT DRAINS	-	*750.00*	-	*870.00*
LANDSCAPING BOND		*2,000.00*		
Total Permits Related Revenue:	***$15,099.51***	***$293,830.60***	***$31,815.70***	***$538,004.65***

AGREEMENT

THIS AGREEMENT is made and entered into as of the 16th day of December, 2014, by and between **CENTERVILLE CITY,** a municipal corporation of the State of Utah, hereinafter referred to as the "City," and **KATIE RUST,** an individual, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City desires to obtain certain clerical services in connection with providing minutes of meetings by the City and its various councils and boards; and

WHEREAS, Contractor is willing to provide such clerical services in accordance with the terms of this Agreement.

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

Section 1. Services. Contractor hereby agrees to provide the following services to the City: Attending, and transcribing the minutes of, meetings held by the City Council, Planning Commission, Board of Adjustment, Historic Sites Committee and other committees as directed by the City. Contractor will be required to be present in a timely manner at each such meeting to take the minutes. Following the meetings, Contractor will prepare a typed draft of the minutes and submit an electronic version to the City Recorder within five (5) calendar days following the meeting. The minutes will be considered for approval at a subsequent meeting of the affected entity and corrections may be required. Final minutes (hard copy as well as electronic version) will be provided by the Contractor to the City for inclusion in the permanent records of the City within three (3) calendar days after final approval by the City Council, Planning Commission, Board of Adjustment, Historic Sites Committee, etc.

Section 2. Compensation. For the services rendered under this Agreement, Contractor shall be paid by the City in the sum of Seventeen Dollars and Fifty-Six Cents ($17.56) per hour, effective January 1, 2015, for actual time expended in attendance at meetings and transcribing the minutes. The City will evaluate yearly the compensation paid to the Contractor.

Section 3. Independent Contractor. It is expressly understood and agreed by the parties hereto that Contractor is an independent contractor and not an employee of the City. Accordingly, Contractor is not entitled to receive any fringe benefits, retirement, or other benefits offered to City employees. No mileage shall be paid to Contractor by the City. Contractor shall be responsible for the payment of all withholding, social security, or other employment taxes which may be due in conjunction with the Contractor's rendering of services to the City.

Section 4. Equipment and Supplies. Contractor shall provide all equipment necessary to perform the services required hereunder except that the City will provide a laptop computer and recording equipment for use at the City meetings. Except as provided herein, Contractor will provide, at Contractor's sole expense, all equipment and supplies needed to perform Contractor's services hereunder including a personal computer, transcriber, foot pedal, etc.

Section 5. Term of Agreement. It is expressly understood that either party may terminate this Agreement at any time upon giving fourteen (14) days written notice of termination to the other party. Such notice may be delivered personally or sent by certified mail, return receipt requested, postage prepaid to the other party at their last known address. Upon termination for any reason, Contractor agrees to immediately return to the City any tapes or other City property in the possession of Contractor and to deliver any drafts of minutes then under preparation.

Section 6. Assignment. This Agreement is personal to Contractor and may not be assigned or subcontracted.

Section 7. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and no prior agreements, representations, promises, or inducements, whether written or oral, which are not contained herein shall be of any force or effect.

Section 8. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity or enforceability of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

Section 9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, successors and assigns.

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

"CITY"

ATTEST:

CENTERVILLE CITY

____

City Recorder

By: _____________________________

Mayor

"CONTRACTOR"

By: _____________________________

Katie Rust

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

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

____
Notary Public

My Commission Expires: Residing at:

______________________ ______________________________

CONTRACTOR ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the _____ day of December, 2014, personally appeared before me **KATIE RUST**, who being by me duly sworn, did say that she is the signator of the foregoing document and that she executed the same.

____
Notary Public

My Commission Expires: Residing at:

______________________ ______________________________