



CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:00 PM ON JANUARY 18, 2022 AT CENTERVILLE CITY HALL, 250 NORTH MAIN STREET, CENTERVILLE, UTAH.

Centerville City Council meetings are open to the public, unless otherwise closed for reasons allowed by law. Centerville City Council meetings may be conducted via electronic means pursuant to Utah Code § 52-4-207. In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability may contact the City Recorder at (801) 295-3477, at least 24 hours in advance of the meeting. The Mayor and Council reserve the right to modify the sequence of agenda items in order to facilitate special needs or provide greater efficiency.

The full agenda packet and backup materials can be found on the Centerville City website at:

<https://centervilleutah.gov/129/Agendas-Minutes>

A. ZOOM INFO

1. Join Zoom Meeting
<https://zoom.us/j/91687815752?pwd=bEFJdHFYRFRFYzM5QkJXdUxTQzZhQT09>

Meeting ID: 916 8781 5752

Passcode: 954904

B. CALL TO ORDER

1. **ROLL CALL**
2. **LEGISLATIVE PRAYER OR THOUGHT**
Councilman Bill Ince
3. **PLEDGE OF ALLEGIANCE**

C. OPEN SESSION

The open session allows members of the public to comment or address the City Council on matters not listed on the agenda. Open session comments should be limited to three minutes per person. Please state your name and city of residence for the record.

D. BUSINESS ITEMS

Business action or discussion items to be considered.

1. Public Hearing - Zone Map Amendment - 553 South Island View Drive - Andrew Schmucker
Consider Zoning Map Amendment for property located at approximately 553 South 850 East from Public Facility-Low (PF-L) to Residential Low (R-L) - Ordinance No. 2022-02
2. Boundary Line Adjustment - Quitclaim Deed - Andrew Schmucker
Approve Quitclaim Deed for transfer of City property to Andrew and Janet Schmucker
3. Public Hearing - Final Subdivision Plat - The Lane - 644 West 400 South
Consider final subdivision plat approval for The Lane, a 12 lot single-family residential development located off of Porter Lane at approximately 644 West 400 South. The project has already received final site plan approval to finalize the layout and design for the related "planned unit development."
4. Storm Water Facilities Maintenance Agreement - The Lane Subdivision - 644 West 400 South

Consider Storm Water Facilities Maintenance Agreement between Centerville City and CW The Lane, LLC for The Lane Subdivision located at approximately 644 West 400 South.

5. Public Hearing - Zoning Text Amendment - Residential Development Standards - Chad Morris
Consider Zoning Code Amendments to various residential development standards set forth in CZC 12.32 (Residential Zones) including proposal to increase Residential-Medium (R-M) permitted density to 8 units per acre, alter internal sidewalk rules, and reduce private lane minimum width to 26 feet
6. Discussion - Development of New Cemetery - Ballot Proposition No. 1 (2021)
Discuss whether to develop a second City cemetery based on voter results from Ballot Proposition No. 1 in the 2021 municipal election approving the issuance of up to \$7,000,000 general obligation bonds for the development of a new cemetery and consider possible procedures and timeline for moving forward with cemetery development.
7. Justice Court Staffing
Discussion of Justice Court staffing
8. Extension of Emergency Paid Sick Leave for COVID-19 Related Leave
Consider Resolution No. 2022-05 extending the emergency paid sick leave provisions of the FFCRA from July 1, 2021 through December 31, 2022
9. Discussion - Proposed Staff Report and Agenda Templates for Transition to CivicClerk Meeting Agenda Software
Consider new templates for Agenda and Staff Reports for transition to new agenda software CivicClerk
10. Quarterly Financial Report
Quarterly Financial Report - FY 2022 Q2
11. City Council Appointments to Boards and Committees
Update City Council Appointments to Boards and Committees List including appointment of the Mayor Pro Tem - Resolution No. 2022-04

E. SUMMARY ACTION

Items of a summary or routine nature may be approved by summary action of the Council unless otherwise pulled from summary action for separate discussion.

1. Bond Reduction #5 (Final - No Warranty) for Oakridge Assisted Living
Bond Reduction #5 (Final - No Warranty) for Oakridge Assisted Living in the amount of \$1,000
2. Ratification of Chase Lane Street Rebuild Project Award
Ratification of Chase Lane Street Rebuild Project Award - Advanced Paving for a bid of \$219,188.00
3. Purchase of shoplift upgrade equipment for Public Works
Purchase of shoplift upgrade equipment for Public Works in the amount of \$59,941.71

F. MINUTES

Minutes of prior meetings may be reviewed and accepted. Minutes review and approval shall comply with the Centerville City Minutes Approval Policy.

1. Minutes Review and Acceptance
January 4, 2022 City Council Minutes

G. COUNCIL REPORT

City Council members may report on meetings or events attended in their official capacity.

1. Councilwoman Gina Hirst

H. MAYOR REPORT

The Mayor may report on meetings or events attended in the Mayor's official capacity.

I. CITY MANAGER REPORT

The City Manager may provide information or notice of current events or incidents impacting the City.

J. CLOSED SESSION

The City Council may vote to discuss matters in a closed session for reasons allowed by law, including, but not limited to, the provisions of Utah Code § 52-4-205 of the Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137.

1. Discuss the purchase, exchange, or lease of real property

K. ADJOURNMENT

CERTIFICATE OF POSTING

I hereby certify that this notice and agenda was posted at Centerville City Hall, published on the Utah Public Notice Website, and provided to a newspaper or media correspondent in accordance with the requirements of the Utah Open and Public Meetings Act, including, but not limited to, provisions of Utah Code § 52-4-202.

Jennifer Hansen
Centerville City Recorder

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 1.

Title: Public Hearing - Zone Map Amendment - 553 South Island View Drive - Andrew Schmucker

Initiated By: Andrew Schmucker
Applicant

Staff Representative: Cory Snyder, Community Development Director

SUBJECT:

Consider Zoning Map Amendment for property located at approximately 553 South 850 East from Public Facility-Low (PF-L) to Residential Low (R-L) - Ordinance No. 2022-02

RECOMMENDATION:

Approve Ordinance No. 2022-02 approving the Zoning Map Amendment for property located at approximately 553 South 850 East from Public Facility-Low (PF-L) to Residential Low (R-L).

BACKGROUND:

ATTACHMENTS:

1. 01-18-2022 CC Transmittal Report Commission Recommendation
2. 01-12-2022 PC Staff Report Schmucker Rezone
3. City-Schmucker Subdivision Plat Amendment Map
4. Aerial of Zoning Districts
5. Quit Claim Parcel Description
6. Plat Amendment - City Council Decision Letter
7. Ordinance No. 2022-02 - Schmucker Rezone

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

CITY COUNCIL TRANSMITTAL REPORT

AGENT: **ANDREW SCHMUCKER**
553 SOUTH 850 EAST
CENTERVILLE, UT 84014

PROPERTY OWNER: **CENTERVILLE CITY**
250 NORTH MAIN STREET
CENTERVILLE, UTAH 84014

PROPERTY LOCATION: **APPROXIMATELY 553 SOUTH 850 EAST (ISLAND VIEW DRIVE (I.E., PORTION OF CITY PROPERTY BEING SOLD TO SCHMUCKER FAMILY))**

PARCEL SIZE: **APPROXIMATELY 3,000 SQUARE FEET.**

APPLICATION: **ZONING MAP AMENDMENT – REQUEST TO REZONE A TRACT OF LAND FROM PF-L (PUBLIC FACILITIES LOW) TO R-L (RESIDENTIAL LOW)**

PC RECOMMENDATION: **APPROVAL (6-0)**

BACKGROUND

Recently, Centerville City has agreed to allow the Schmuckers to purchase a small portion of land the City owns and add it to their property/lot. The purpose of this review to rezone the tract to be purchased the same zone of the lot owned by the Petitioner.

PLANNING COMMISSION RECOMMENDATION

On January 12, 2022, the Centerville Planning Commission voted to **“RECOMMEND APPROVAL”** the rezone request from PF-L to R-L, subject to the conditions stated at the meeting:

1. *“Any rezone of the tract of land cannot become effective until the subject property is legally combined and recorded with Davis County, thereby absorbing it into the petitioners lot.*

2. *The City Engineer shall review and determine that the needed distance from the northern boundary is at least 25 feet from the centerline of the gas pipeline farther north prior to the recordation of the amended subdivision plat.*

Suggested Reasons for the Action (Findings):

- a) *The Planning Commission finds that there has been a sufficient review and consideration of the criteria outlined in CZC 12.21.080.e of the Zoning Ordinance for considering a rezone.*
- b) *The Planning Commission finds that the rezone is substantially consistent with the goals of the General Plan and the rezone approval criteria, as described in the staff report.*
- c) *Therefore, the Planning Commission finds that the request for R-L Zoning designation, subject to the conditions imposed, is appropriate to allow the absorption of the tract of land into the Petitioner's original lot.*

PLANNING COMMISSION VOTE (6-0)

COMMISSIONER	YES	NO	ABSENT	ABSTENTION
Daly (Chair)	X			
Kjar	X			
Larsen	X			
Shegrud	X			
Wilcox	X			
Wright	X			

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

**STAFF REPORT
AGENDA: ITEM 1**

AGENT: **ANDREW SCHMUCKER
553 SOUTH 850 EAST
CENTERVILLE, UT 84014**

PROPERTY OWNER: **CENTERVILLE CITY
250 NORTH MAIN STREET
CENTERVILLE, UTAH 84014**

PROPERTY LOCATION: **APPROXIMATELY 553 SOUTH 850 EAST** *(ISLAND DRIVE (I.E., PORTION OF CITY PROPERTY BEING SOLD TO SCHMUCKER FAMILY))*
VIEW

PARCEL SIZE: **APPROXIMATELY 3,000 SQUARE FEET.**

APPLICATION: **ZONING MAP AMENDMENT – REQUEST TO
REZONE A TRACT OF LAND FROM PF-L (PUBLIC
FACILITIES LOW) TO R-L (RESIDENTIAL LOW)**

STAFF RECOMMENDATION: **CONSIDER RECOMMENDING APPROVAL OF
THE REZONE TO THE CITY COUNCIL**

BACKGROUND

Recently, Centerville City has agreed to allow the Schmuckers to purchase a small portion of land the City owns and add it to their property/lot. The purpose of this review is to rezone the tract to be purchased to the same zone of the lot owned by the Petitioner. The Commission should also be aware that the applicant has applied for a proposed plat amendment that was reviewed and approved by the City Council on January 04, 2022 (*see attachments*).

REVIEW AND ANALYSIS OF THE ZONE MAP AMENDMENT REQUEST

- A. Zone Map Amendments - Pursuant to the City’s Zoning Ordinance, the decision to amend the...zoning map is a matter within the legislative discretion of the City Council as described in CZC - 12.21.060.a.

B. Process and Public Comment and Decision - The Planning Commission is to review and hold a public hearing regarding the application and shall thereafter submit its recommendation for approval, approval with modifications, or denial thereof to the City Council. Following receipt of a recommendation from the Planning Commission, the City Council is to hold another public hearing on the application. After due consideration, the City Council may approve, approve with modifications, or deny the proposed rezone amendment request.

C. Staff Review of the Rezone Standards of Approval - Section 12.21.080.e of the City Zoning Ordinance sets forth the following factors for considering a general rezone request:

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

General Plan, Section 12-480-2.1, Residential Polices:

Southeast Residential Area - The greatest portion of southeast Centerville has been developed primarily in typical residential suburban style, with single family homes on medium and large lots. These residences are located primarily to the east and south of the Deuel Creek Historic District. Not much vacant land exists in this area. Much of what does remain is on the hillside, where care must be taken in development to avoid erosion and other hillside problems.

1. The southeast residential area shall be developed and maintained in low density single-family residential development. Those areas on hillsides shall be carefully developed with strict adherence to City hillside development regulations.

1. Staff Response: The neighborhood plan anticipates the development of low-density residential lots. The request for R-L appears to be consistent with the stated policy. Additionally, all development needs to be cognizant of the hillside slopes and erosion. The area being transferred has been utilized by the petitioner for a period of time, mostly due to its relatively flatt slope adjacent to their lot. **Is the proposed amendment harmonious with the overall character of existing development in the vicinity of the subject property?**

Staff Response: This neighborhood area consists of existing suburban development along Island View Drive. It is staff's position that the request, if approved, would remain consistent with the residential character for this area.

2. What is the extent to which the proposed amendment may adversely affect adjacent property?

Staff's Response: A major Dominion Gas Line is located just north of the subject property being sold. The northern boundary of the tract to be added was to remain a specific distance from the existing gas pipe line, which staff understands needs to be

25-feet. Staff anticipates that this will be verified by the City Engineer's reviews of the related amended subdivision plat.

3. What is the adequacy of facilities and services intended to serve the subject property?

Staff Response: Due to existing residential development in the immediate area, all service utilities are generally available for the area.

PLANNING STAFF RECOMMENDATION

PROPOSED ACTION: "I hereby make a motion for the Planning Commission to **RECOMMEND APPROVAL** of the Zone Map Amendment for approximately 3,000 square feet of land, as agreed to by the City and the Petitioner from Public Facility Low (PF-L) to Residential Low (R-L), subject to the following requirements:

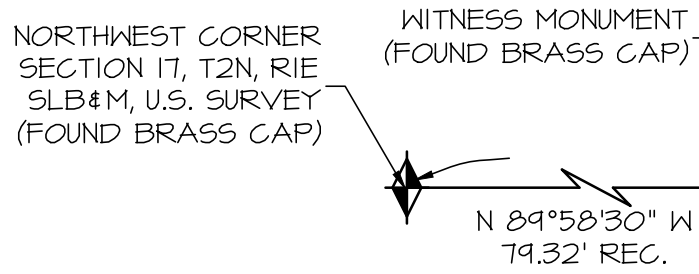
1. "Any rezone of the tract of land cannot become effective until the subject property is legally combined and recorded with Davis County, thereby absorbing it into the petitioner's lot.
2. The City Engineer shall review and determine that the needed distance from the northern boundary is at least 25 feet from the centerline of the gas pipeline farther north prior to the recordation of the amended subdivision plat.

Suggested Reasons for the Action (Findings):

- a) The Planning Commission finds that there has been a sufficient review and consideration of the criteria outlined in CZC 12.21.080.e of the Zoning Ordinance for considering a rezone.
- b) The Planning Commission finds that the rezone is substantially consistent with the goals of the General Plan and the rezone approval criteria, as described in the staff report.
- c) Therefore, the Planning Commission finds that the request for R-L Zoning designation, subject to the conditions imposed, is appropriate to allow the absorption of the tract of land into the Petitioner's original lot.

ISLAND VIEW PLAT "G" - 1ST AMENDMENT

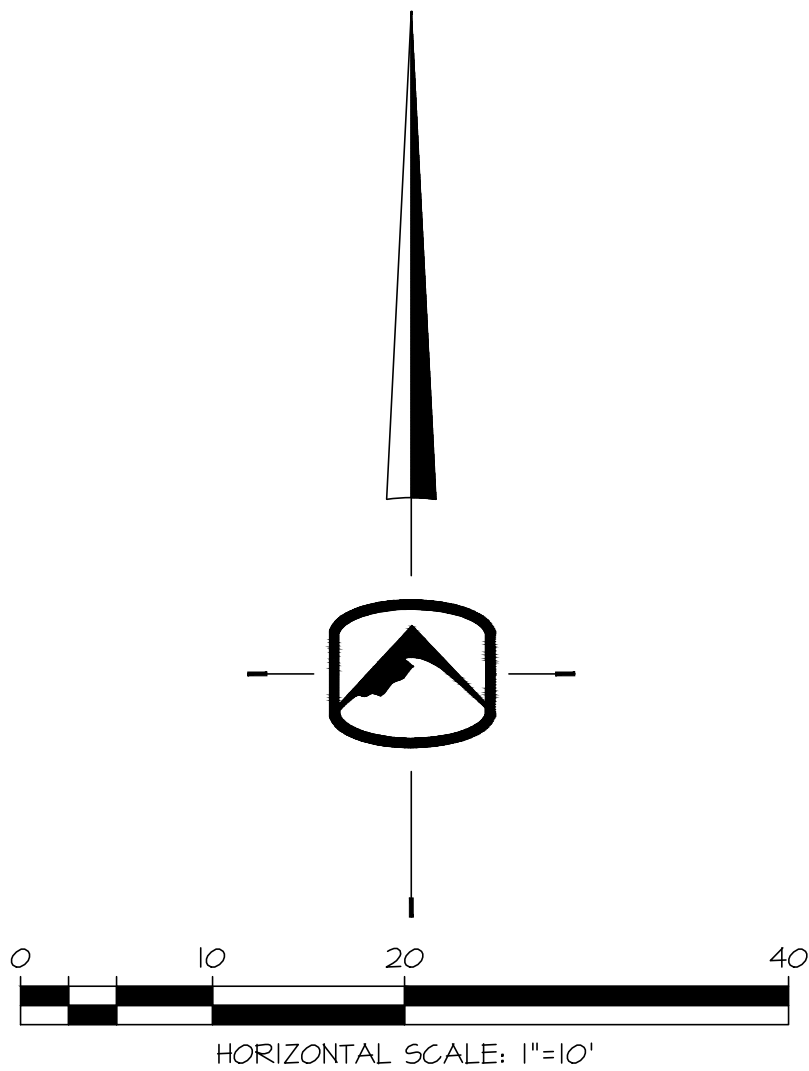
AMENDING LOT 53 OF ISLAND VIEW PLAT "G"
A PART OF THE NORTHEAST QUARTER OF SECTION 17,
TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,
CENTERVILLE CITY, DAVIS COUNTY, UTAH



VICINITY MAP

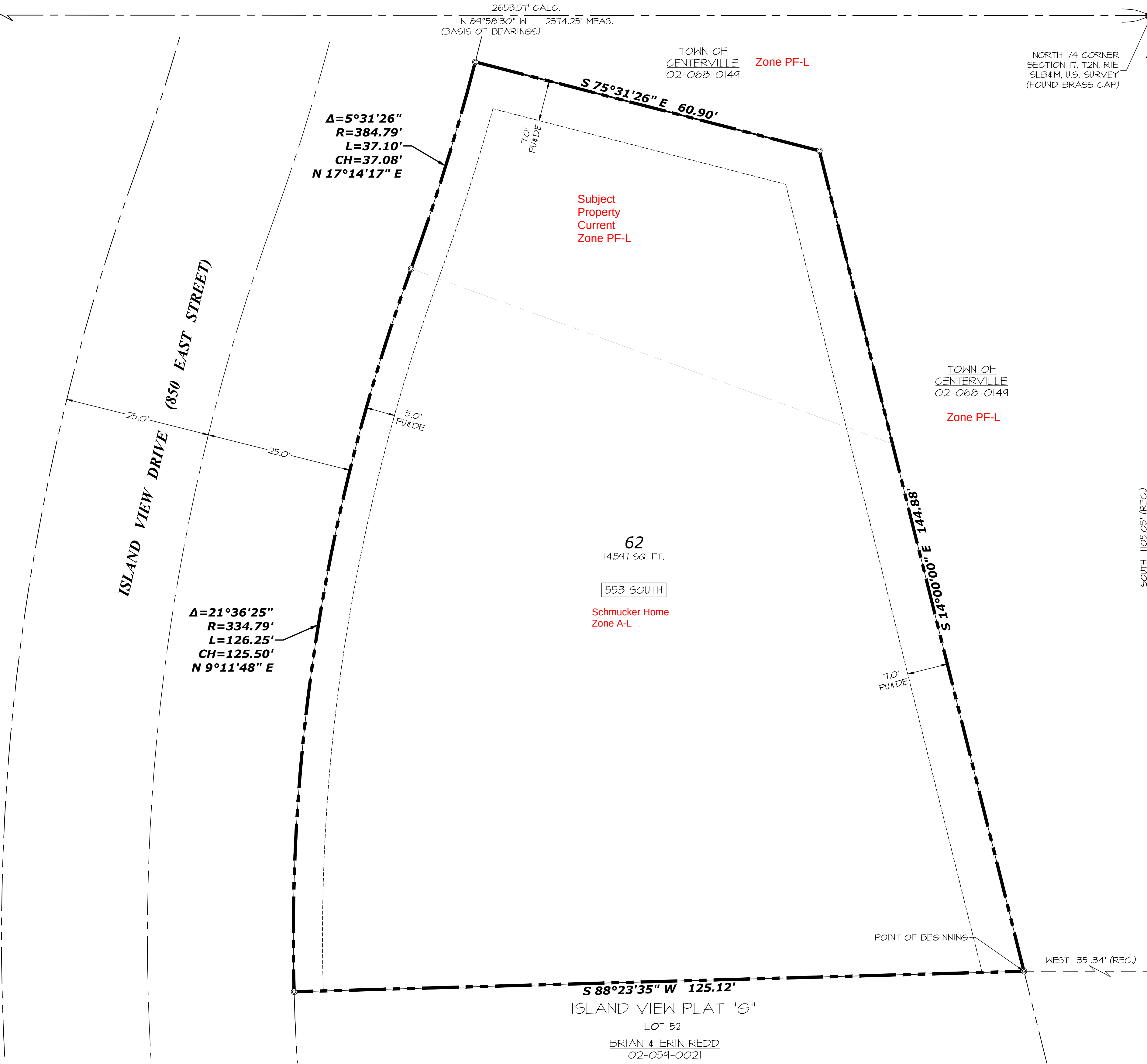


LEGEND	
	BOUNDARY LINE
	LOT LINE
	SECTION LINE
	PUBLIC UTILITY EASEMENT (PUE) LINE
	ADJACENT PROPERTY
	CENTERLINE
	SECTION CORNER
	SURVEY MONUMENT (STREET OR WITNESS CORNER)
	PROPERTY / LOT CORNER FOUND OR TO BE SET WITH 5/8"x24" REBAR & CAP STAMPED SILVERPEAK ENG
	PUBLIC UTILITY AND DRAINAGE EASEMENT



SILVERPEAK
ENGINEERING

177 E. ANTELOPE DR. STE. B
LAYTON, UT 84041
PHONE: (801) 499-5054
FAX: (801) 499-5065



SURVEYOR'S CERTIFICATE

I, **JASON T. FELT**, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. **9239283** AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, PARCELS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS **ISLAND VIEW PLAT "G" - 1st AMENDMENT** AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

JASON T. FELT, P.L.S.
LICENSE NO. 9239283



BOUNDARY DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, CENTERVILLE CITY, DAVIS COUNTY, UTAH

BEGINNING AT THE NORTHEAST CORNER OF LOT 52, ISLAND VIEW PLAT 86A AS RECORDED WITH THE DAVIS COUNTY RECORDER, SAID POINT BEING 1105.05 FEET DUE SOUTH AND 351.34 FEET DUE WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION 17, RUNNING THENCE SOUTH 88°23'35" WEST 125.12 FEET ALONG THE NORTHERLY LINE OF SAID LOT 52 TO THE NORTHWEST CORNER OF SAID LOT, BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF ISLAND VIEW DRIVE AND A POINT OF CURVATURE; THENCE TWO (2) COURSES ALONG SAID EASTERLY LINE AS FOLLOWS: (1) NORTHERLY 126.25 FEET ALONG THE ARC OF A 334.79 FOOT RADIUS CURVE TO THE RIGHT THROUGH A DELTA ANGLE OF 21°36'25", AND LONG CHORD OF NORTH 4°11'48" EAST 125.50 FEET (CENTER BEARS NORTH 88°23'36" EAST) TO A POINT OF REVERSE CURVATURE; AND (2) NORTHERLY 37.10 FEET ALONG THE ARC OF A 384.79 FEET RADIUS CURVE TO THE LEFT THROUGH A DELTA ANGLE OF 5°31'26", AND LONG CHORD OF NORTH 17°14'17" EAST 37.08 FEET; THENCE SOUTH 75°31'26" EAST 60.90 FEET; THENCE SOUTH 14°00'00" EAST 144.88 FEET TO THE POINT OF BEGINNING.

CONTAINS: 14,597 SQ.FT. OR 0.335 ACRES

(NOTE: PLAT BEARINGS ROTATED 0°12'53" COUNTERCLOCKWISE FROM NAD83 UTAH NORTH ZONE BEARINGS)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ARE THE OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSE THE SAME TO BE DIVIDED INTO LOTS, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS ISLAND VIEW PLAT "G" - 1ST AMENDMENT AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL AREAS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY TO ANY AND ALL PUBLIC UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF UTILITY LINES AND FACILITIES. THE UNDERSIGNED OWNERS ALSO HEREBY CONVEY ANY OTHER EASEMENTS AS SHOWN ON THIS PLAT TO THE PARTIES INDICATED AND FOR THE PURPOSES SHOWN HEREON.

SIGNED THIS ____ DAY OF _____ 2021.

xxxx

xxxx

ACKNOWLEDGMENT

STATE OF UTAH } ss
COUNTY OF DAVIS

ON THIS ____ DAY OF _____, IN THE YEAR 2021, PERSONALLY APPEARED BEFORE ME, _____ WHO IS _____ OF _____, PROVIDING SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THIS DOCUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME.

COMMISSION NUMBER: _____ NOTARY PUBLIC (PRINT NAME)

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC SIGNATURE

ISLAND VIEW PLAT "G" - 1ST AMENDED

LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, CENTERVILLE CITY, DAVIS COUNTY, UTAH

AMENDING LOT 53 OF ISLAND VIEW PLAT "G"

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE
PAID _____ FILED FOR RECORD AND
RECORDED _____, 2021 AT
_____ IN BOOK _____ OF
OFFICIAL RECORDS PAGE _____
RECORDED FOR _____
CITY.
_____ DAVIS COUNTY RECORDER
BY: _____ DEPUTY

PLANNING COMMISSION APPROVAL

APPROVED THIS ____ DAY OF _____, A.D. 2021, BY THE
CENTERVILLE CITY PLANNING COMMISSION.

CENTERVILLE CITY PLANNING COMM.

CENTERVILLE CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS
EXAMINED THIS PLAT AND FOUND IT TO BE
CORRECT IN ACCORDANCE WITH THE
INFORMATION ON FILE WITH THIS OFFICE.

CENTERVILLE CITY ENGINEER

DATE

CENTERVILLE CITY ATTORNEY

APPROVED THIS ____ DAY OF _____, A.D. 2021, BY THE
CENTERVILLE CITY ATTORNEY.

CENTERVILLE CITY ATTORNEY

CENTERVILLE CITY COUNCIL APPROVAL

APPROVED THIS ____ DAY OF _____, A.D. 2021, BY THE CENTERVILLE CITY COUNCIL.

ATTEST:

MAYOR:



November 18, 2021

QUIT-CLAIM PARCEL

A part of the Northeast Quarter of Section 17, Township 2 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Centerville City, Davis County, Utah

Beginning at the Northeast corner of Lot 53, Island View Plat "G", as recorded with the Davis County Recorder; being 854.59 feet due South; and 413.79 feet due West from the North Quarter corner of said Section 17, running thence North 70°00'00" West 87.77 feet along the Northerly line of said Lot 53 to the Easterly right-of-way line of Island View Drive and a point of curvature; thence 37.10 feet Northerly along said Easterly line and the arc of a 384.79 feet Radius curve to the left through a Delta Angle of 5°31'26", and Long Chord of North 17°14'17" East 37.08 feet (Center bears North 70°00'00" West); thence South 75°31'26" East 60.90 feet; thence South 14°00'00" East 51.75 feet to the point of beginning.

Contains: 3,000 sq.ft



CENTERVILLE CITY

COMMUNITY DEVELOPMENT DEPARTMENT

655 North 1250 West • Centerville, Utah 84014 • (801) 292-8232 • Fax: (801) 292-8251

ANDREW SCHMUCKER
553 SOUTH 850 EAST
CENTERVILLE, UT 84014
(aschmucker@att.net)

Re: City Council Decision

January 05, 2022

Dear Mr. Schmucker,

On January 04, 2022, the Centerville City Council voted to **"APPROVE"** the Subdivision Plat Amendment for Lot 53 of Island View Plat G, subject to the conditions stated at the meeting:

- 1) *The City tract of land to be added to Lot 62 [aka lot 53] shall be rezoned to Residential Low prior to the recording of the amended subdivision plat.*
- 2) *The City Engineer shall review and determine that the needed distance from the northern boundary is at least 25 feet from the centerline of the gas pipeline farther north prior to the recordation of the amended subdivision plat.*
- 3) *The City Engineer shall review for compliance with the City plat process and specifications [as noted by the Community Development Director].*
- 4) *Subject to approval of the Quit Claim [as noted by the City Attorney].*

This concludes the plat amendment application process that you have submitted regarding this matter. Please work with the City Engineer, City Attorney, and City Recorder to prepare any needed correction to the Plat or for completing the conditions of the approval. If you have questions, please contact the Community Development Department at 801-292-3232 and we will be happy to assist you.
Respectfully,

Corvin M. Snyder, AICP
Community Development Director

ORDINANCE NO. 2022-02

AN ORDINANCE AMENDING THE CENTERVILLE CITY ZONING MAP BY CHANGING THE ZONING OF APPROXIMATELY 0.069 ACRES OF CERTAIN REAL PROPERTY LOCATED AT APPROXIMATELY 553 SOUTH 850 EAST FROM PUBLIC FACILITY-LOW (PF-L) TO RESIDENTIAL-LOW (R-L)

WHEREAS, the City is authorized to enact a zoning map consistent with the purposes set forth in the Utah Land Use Development and Management Act, as more particularly provided in Utah Code §§ 10-9a-101, *et seq.*, as amended, and the City is further authorized to make amendments to such zoning map in accordance with procedures set forth in Utah Code. § 10-9a-503, as amended; and

WHEREAS, in accordance with applicable provisions of Utah law and the goals of the Centerville City General Plan for the subject property as set forth in Section 12-480-2.1, Southeast Residential Area, the City Council desires to amend the Centerville City Zoning Map to rezone the subject property from Public Facility-Low (P-F) to Residential-Low (R-L) as more particularly provided herein; and

WHEREAS, the proposed amendments to the Centerville City Zoning Map for the Schmucker property at 553 South 850 East as set forth herein have been reviewed by the Planning Commission and the City Council and all appropriate public noticing and hearings have been provided and held in accordance with Utah law to obtain public input regarding the proposed revisions to the Zoning Map.

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

Section 1. Zone Map Amendment. Subject to the condition of approval set forth in Section 2, the real property located at approximately 553 South 850 East in Centerville City consisting of approximately 0.069 acres as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, is hereby rezoned from Public Facility-Low (P-F) to Residential-Low (R-L) and the Centerville Zoning Map is correspondingly amended as described herein.

Section 2. Condition of Zone Map Amendment. The Zone Map Amendment for the Schmucker property is subject to the following condition of approval:

- (1) Any rezone of the tract of land cannot become effective until the subject property is legally combined and recorded with Davis County, thereby absorbing it into the Schmucker's applicable lot.
- (2) The City Engineer shall review and determine that the needed distance from the northern boundary is at least 25 feet from the centerline of the gas pipeline farther north prior to the recordation of the amended subdivision plat.

Section 3. Findings. The rezone of the subject property to from Public Facility-Low (P-F) to Residential-Low (R-L) for the Schmucker property is based on the following findings:

- (a) The Planning Commission finds that there has been a sufficient review and consideration of the criteria outlined in CZC 12.21.080(e) of the Zoning Code for considering a rezone.
- (b) The Planning Commission finds that the rezone is substantially consistent with the goals of the General Plan and the rezone approval criteria, as described in the staff report.
- (c) Therefore, the Planning Commission finds that the request for Residential-Low (R-L) zoning designation, subject to the conditions imposed, is appropriate to allow the absorption of the tract of land into the Schmucker's original lot.

Section 4. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts, and provisions of this Ordinance shall be severable.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 18th DAY OF JANUARY, 2022.

ATTEST:

CENTERVILLE CITY

Jennifer Hansen, City Recorder

By: _____
Mayor Clark A. Wilkinson

Voting by the City Council:

	“AYE”	“NAY”	“ABSENT”
Councilmember Hirst	_____	_____	_____
Councilmember Ince	_____	_____	_____
Councilmember McEwan	_____	_____	_____
Councilmember Mecham	_____	_____	_____
Councilmember Summerhays	_____	_____	_____

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 and published, or posted at: (1) 250 North Main; (2) 655 North 1250 West; and (3) RB's Gas Station, on the foregoing referenced dates.

JENNIFER HANSEN, City Recorder

DATE: _____

RECORDED this ____ day of _____, 2022.

PUBLISHED OR POSTED this ____ of _____, 2022.

EXHIBIT A

Schmucker Rezone Property Description

A part of the Northeast Quarter of Section 17, Township 2 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Centerville City, Davis County, Utah Beginning at the Northeast corner of Lot 53, Island View Plat "G", as recorded with the Davis County Recorder; being 854.59 feet due South; and 413.79 feet due West from the North Quarter corner of said Section 17, running thence North 70°00'00" West 87.77 feet along the Northerly line of said Lot 53 to the Easterly right-of-way line of Island View Drive and a point of curvature; thence 37.10 feet Northerly along said Easterly line and the arc of a 384.79 feet Radius curve to the left through a Delta Angle of 5°31'26", and Long Chord of North 17°14'17" East 37.08 feet (Center bears North 70°00'00" West); thence South 75°31'26" East 60.90 feet; thence South 14°00'00" East 51.75 feet to the point of beginning. Contains: 3,000 sq.ft

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 2.

Title: Boundary Line Adjustment - Quitclaim Deed - Andrew Schmucker

Initiated By: Andrew Schmucker

Staff Representative: Lisa Romney, City Attorney

SUBJECT:

Approve Quitclaim Deed for transfer of City property to Andrew and Janet Schmucker

RECOMMENDATION:

Approve Quitclaim Deed for transfer of City property to Andrew and Janet Schmucker and authorize the Mayor to sign the deed on behalf of the City, subject to final approval and recording of the exchange of title, amended final plat, vacation and relocation of easements, and rezone of the subject property.

BACKGROUND:

The City Council previously entered into a Lot Line Adjustment Agreement with Andrew and Janet Schmucker for the transfer of a portion of City property to the Schmuckers to be added to their existing residential lot located at 553 South Island View Drive. A number of conditions and approvals needed to be obtained prior to actual purchase and transfer of the property to the Schmuckers, including an exchange of title, amended plat, vacation and relocation of utility easements, and rezone of the property. These items have been accomplished and Staff recommends approval of the Quitclaim Deed.

ATTACHMENTS:

1. Quitclaim Deed - Schmucker
2. Boundary Line Agreement - Schmucker

WHEN RECORDED, RETURN TO:

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

Affects Parcel Nos.: 02-068-0149

QUITCLAIM DEED

CENTERVILLE CITY, a Utah municipal corporation, Grantor, hereby quitclaims to **ANDREW AND JANET SCHMUCKER**, husband and wife, as joint tenants, Grantees, the following described tract of land located in Davis County, State of Utah, to-wit:

A part of the Northeast Quarter of Section 17, Township 2 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Centerville City, Davis County, Utah

Beginning at the Northeast corner of Lot 53, Island View Plat "G", as recorded with the Davis County Recorder; being 854.59 feet due South; and 413.79 feet due West from the North Quarter corner of said Section 17, running thence North 70°00'00" West 87.77 feet along the Northerly line of said Lot 53 to the Easterly right-of-way line of Island View Drive and a point of curvature; thence 37.10 feet Northerly along said Easterly line and the arc of a 384.79 feet Radius curve to the left through a Delta Angle of 5°31'26", and Long Chord of North 17°14'17" East 37.08 feet (Center bears North 70°00'00" West); thence South 75°31'26" East 60.90 feet; thence South 14°00'00" East 51.75 feet to the point of beginning.

Contains: 3,000 square feet

The above-described property shall be combined with Parcel No. 02-059-0020.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed on this _____ day of _____, 2022.

ATTEST:

GRANTOR:
Centerville City

Jennifer Hansen, City Recorder

By: Mayor Clark A. Wilkinson

ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2022, personally appeared before me
CLARK A. WILKINSON, who being duly sworn, did say that he is the Mayor of Centerville
City and the signor of the foregoing instrument, who duly acknowledged to me that he executed
the same on behalf of Centerville City.

Notary Public

My Commission Expires:

Residing at:

LOT LINE ADJUSTMENT AGREEMENT

THIS LOT LINE ADJUSTMENT AGREEMENT (the "Agreement") is made and entered into as of this 20th day of July, 2021, by and between **ANDREW SCHMUCKER AND JANET SCHMUCKER**, hereinafter referred to as the "Schmuckers" and **CENTERVILLE CITY**, a Utah municipal corporation, hereinafter referred to as the "City."

RECITALS:

WHEREAS, the City owns approximately 14.57 acres of property located at approximately 400 South Island View Drive, Centerville City, Davis County, Utah, which parcel of real property is more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "City Property"); and

WHEREAS, the Schmuckers own approximately 0.34 acres of real property located adjacent to the City Property at approximately 553 South Island View Drive, Centerville City, Davis County, State of Utah, which real property is more particularly described in **Exhibit "B"** attached hereto and incorporated herein by this reference (collectively referred to as the "Schmucker Property"); and

WHEREAS, the Schmuckers have installed landscaping improvements as well as other encroachments over and across a portion of the City Property and have requested the City sell them a portion of the City Property in order to continue to use, maintain, and improve the area as part of their private lot; and

WHEREAS, the City is willing to sell and transfer a portion of the City Property to the Schmuckers as more particularly provided and subject to the terms and conditions set forth herein; and

WHEREAS, the parties intend and agree to accomplish the lot line adjustment and property transfer by exchange of title and amended plat procedures set forth in applicable provisions of Utah law and City ordinances, including, but not limited to Utah Code §10-9a-608;

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:

1. **Lot Line Adjustment.** The Schmuckers and the City hereby agree to adjust their mutual boundary line between their adjacent properties as more particularly set forth herein. Pursuant to Utah Code § 10-9a-103, this boundary adjustment is considered a "lot line adjustment" between a subdivided lot and an unsubdivided parcel. Pursuant to Utah Code § 10-9a-608, such lot line adjustments shall be accomplished by exchange of title and amended plat procedures. The Schmuckers agree to file an application for exchange of title and amended plat in accordance with City ordinances and State law and to pay all fees associated with such application process. Once the exchange of title and amended plat process has been completed and approved, the City agrees to quitclaim, or by other acceptable recordable document, transfer to the Schmuckers a parcel of property containing a certain portion of the City Property, subject to the reservation of easements and other restrictions set forth in this Agreement. The exact legal description of the property to be transferred to the Schmuckers shall be mutually agreed upon by

the parties after the engineering and legal description for such property has been paid for by the Schmuckers and finalized in accordance with the terms and conditions of this Agreement. The requested area for transfer to the Schmuckers is more particularly set forth in **Exhibit "C"** ("Quitclaim Parcel"). The City reserves the right to determine the exact area to be deeded and conveyed to the Schmuckers. Subject to the terms and conditions of this Agreement, the City agrees to record the required recording and conveyance documents for transfer of the property with the Davis County Recorder's Office within a reasonable time after the Schmuckers fully comply with the terms and conditions of this Agreement, including payment of all costs and fees to the City for the purchase of the property and approval of the exchange of title and amended plat.

2. **Public Utility Easements.** Concurrent with the conveyance of property for the boundary line adjustment provided herein, the Schmuckers agree to grant to the City a perpetual public utility easement for utility facilities over, across, and through the Quitclaim Parcel in favor of the City. Said easement shall be provided by the Schmuckers to the City in duly executed and acknowledged recordable form, shown on the amended plat, or reserved by the City in the Quitclaim Deed. The Quitclaim Deed may also provide for a development restriction clause for the Quitclaim Parcel. The City agrees to record such easement concurrent with or as part of the recording of the Quitclaim Deed. All other easements of record for the Quitclaim Parcel and the Schmucker Property shall be shown on the amended plat in accordance with applicable City ordinances.

3. **Purchase Price, Costs, and Taxes.** The Schmuckers hereby agree to pay fair market value for the Quitclaim Parcel as mutually agreed upon by the parties based on square footage of the property and current market data. If an appraisal is determined to be needed, the Schmuckers shall be responsible to pay for the appraisal. Once the fair market value per square foot is agreed upon by the parties, the parties shall thereafter mutually agree upon the estimated amount and portion of the Quitclaim Parcel to be transferred. In the event the parties cannot mutually agree upon fair market value per square foot for the property or the estimated amount and portion of the Quitclaim Parcel to be transferred, this Agreement may be terminated by either party upon written notice as set forth in Section 6. Once the parties have agreed upon fair market value per square foot for the property and the estimated amount and portion of the Quitclaim Parcel to be transferred, the Schmuckers shall thereafter obtain the required legal description and exact square footage for the portion of the Quitclaim Parcel to be transferred in accordance with the terms and conditions of this Agreement. The exact purchase price for the Quitclaim Parcel shall be determined based on the actual square footage of the property to be transferred and the agreed upon fair market value per square foot. The Schmuckers hereby agree to pay for all engineering and survey costs for determining and obtaining the required property legal descriptions and easement descriptions for the recorded documents and amended plat. The Schmuckers shall pay for all application and recording costs associated with this Agreement, the Quitclaim Deed, easements, amended plat, exchange of title, and other required recorded documents provided herein. The Schmuckers shall be responsible for all property taxes due and owing on the Quitclaim Parcel from and after transfer of the same to the Schmuckers.

4. **Possession.** Possession of the public utility easement over, across, and through the Quitclaim Parcel shall be delivered by the Schmuckers to the City, upon recording of the Quitclaim Deed, easements, and amended plat. Possession of the Quitclaim Parcel, subject to the public utility easement and other easements and reservations, shall be delivered by the City to the Schmuckers upon recording of the Quitclaim Deed, easements, and amended plat. Prior to recording any documents transferring ownership of the Quitclaim Parcel to the Schmuckers, the

Schmuckers shall remove vehicles, debris, improvements, and all other encumbrances and restore any and all adjacent City property that is not being transferred to the Schmuckers.

5. **Encumbrances.** The parties expressly acknowledge that the Quitclaim Parcel is subject to and encumbered by a high pressure natural gas pipeline and easement owned and operated by Questar Pipeline Company or other assignee. Additional encumbrances may exist over and across the Quitclaim Parcel. The Schmuckers shall purchase the Quitclaim Parcel subject to all encumbrances and easements existing as of the time of transfer. It is the Schmuckers' responsibility to do all necessary title work and research prior to purchase of the Quitclaim Parcel. The Schmuckers agree and acknowledge they are purchasing the Quitclaim Parcel "as is" with no warranty or guarantee of development or fitness for a particular purpose.

6. **Notices.** Any notice required or desired to be given pursuant to this Agreement shall be delivered personally or mailed by certified mail, return receipt requested, postage prepaid, to the parties as follows:

Schmuckers: Andrew and Janet Schmucker
553 South Island View Drive
Centerville, Utah 84014

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

Notice shall be deemed provided, for purposes of this Agreement, upon personal delivery or within three (3) days from deposit in the U.S. mail, as provided herein. The parties may change their addresses by notice given as required above.

7. **Water Rights Excluded.** The transfer of the Quitclaim Parcel as provided herein shall specifically exclude any water rights pertaining to the Quitclaim Parcel.

8. **Default.** Subject to the termination provision set forth in Section 15, if any party fails to comply with the terms of this Agreement, the non-defaulting party shall send written notice and provide a reasonable opportunity to cure, but not less than thirty (30) days, to the defaulting party. If the default is not cured within the time allowed, the defaulting party agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its rights hereunder.

9. **Survival.** All the terms and conditions hereof and all instruments referred to herein and contemplated hereby shall survive the transfer of title to the respective parties and shall remain in full force and effect in accordance with their terms.

10. **Time.** It is agreed that time is of the essence of this Agreement.

11. **Successors and Assigns.** This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

12. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions, and understandings, whether oral or written or

otherwise, all of which are of no further effect. This Agreement may not be changed, modified, or supplemented except in writing signed by the parties hereto.

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

14. **Indemnification.** The Schmuckers hereby agree to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorneys' fees and court costs arising from or as a result of any accident, injury, loss, or damage whatsoever caused to any person or property of any person which shall occur in connection with or as a result of any act or omission of the Schmuckers in the performance or nonperformance of their obligations and responsibilities set forth herein. The Schmuckers further agree to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives, from and against any claim, injury, loss or damage arising out of or related to the use of the Quitclaim Parcel by any person except to the extent caused by the negligence of the City.

15. **Termination.** In the event the parties cannot agree to the exact legal description or fair market value cost of the Quitclaim Parcel, this Agreement may be terminated by either party upon written notice. The Schmuckers shall be responsible to reimburse the City for any engineering, surveying, or other costs incurred by the City prior to notice of termination by either party.

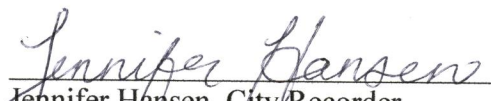
16. **Authorized Owners.** The parties hereby represent that they are the fee simple owners of record of the respective properties described herein and that they have full authority to exchange the same and to perform the boundary line adjustment set forth herein.

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

"CITY"
CENTERVILLE CITY

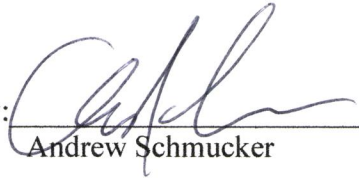
By: 
Mayor Clark A. Wilkinson

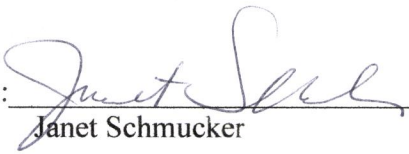
ATTEST:


Jennifer Hansen, City Recorder

"SCHMUCKERS"

ANDREW AND JANET SCHMUCKER

By: _____
Andrew Schmucker

By: _____
Janet Schmucker

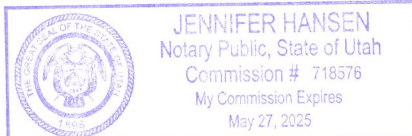
CITY ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the 1st day of September, 2021, personally appeared before me **Clark A. Wilkinson**, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.



My Commission Expires:

May 27, 2025

Jennifer Hansen
Notary Public
Residing at:

Centerville, UT

SCHMUCKER ACKNOWLEDGMENT

STATE OF UTAH)

:ss.

COUNTY OF DAVIS)

On the 26 day of JULY, 2021, personally appeared before me **Andrew Schmucker and Janet Schmucker**, who did acknowledge to me that they are the owners of the Schmucker Property and that they executed the foregoing instrument.

My Commission Expires:

07/30/2022.

Deborah S Bishop
Notary Public
Residing at:

Centerville, Utah.

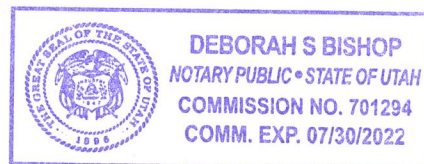


EXHIBIT "A"

LEGAL DESCRIPTION OF CITY PROPERTY

Parcel No. 02-068-0149

BEG AT NE COR OF NW 1/4 SEC 17-T2N-R1E, SLB&M; & RUN TH S 89°54'39" W 634.765 FT TO THE E'LY LINE OF ISLAND VIEW SUB PLAT "K"; TH S 14° E 620.257 FT TO PT OF TANGENCY OF A 384.79 FT RADIUS CURVE TO THE RIGHT; TH SW'LY 228.34 FT ALG THE ARC OF SD CURVE; TH S 70° E 87.77 FT; TH S 14° E 829.26 FT; TH N 89°51'10" E 212.77 FT, M/L, TO E LINE OF NW 1/4 SD SEC 17; TH N 0°0'53" E 1658.66 FT TO THE POB. CONT. 14.568 ACRES

EXHIBIT "B"

LEGAL DESCRIPTION OF SCHMUCKER PROPERTY

Parcel No. 02-059-0020

ALL OF LOT 53, ISLAND VIEW PLAT G. CONT. 0.34 ACRES

EXHIBIT "C"

PROPOSED QUITCLAIM PARCEL



All colored dimensions are placed by owner
 using a scaled overlay and will be surveyed
 by licensed engineer and verified by the city.

1
 ARCHITECTURAL SITE
 1/8" = 1'-0"

PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 3.

Title: Public Hearing - Final Subdivision Plat - The Lane - 644 West 400 South

Initiated By: Zach Swensen
CW Land
Applicant

Staff Representative: Cory Snyder, Community Development Director

SUBJECT:

Consider final subdivision plat approval for The Lane, a 12 lot single-family residential development located off of Porter Lane at approximately 644 West 400 South. The project has already received final site plan approval to finalize the layout and design for the related “planned unit development.”

RECOMMENDATION:

Approve final subdivision plat for The Lane, a 12 lot single-family residential development located off of Porter Lane at approximately 644 West 400 South.

BACKGROUND:

On January 12, 2022, the Planning Commission recommended approval of the final subdivision plat for The Lane. The related Staff Report is attached.

ATTACHMENTS:

1. 01-18- 2022 CC Transmittal Report - The Lane Final Subdivision - PC Recommendation
2. 01-12-2022 PC Staff Report The Lane Final Subdivision
3. The Lane Final Subdivision Plat Submittal
4. Drainage Easement Agreement
5. Lot Consolidation Document
6. CC&R's Submitted After Report Written
7. County Permit Status

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

CITY COUNCIL TRANSMITTAL REPORT

PROPERTY OWNER: CW THE LANE, LLC

APPLICANT: ZACH SWENSEN
1222 LEGACY CROSSING BLVC, 6
CENTERVILLE, UT 84014
(zach@builtbycw.com)

PROPERTY LOCATION: 644 WEST 400 SOUTH

PARCELS: 03-001-0178 & 03-001-0179

PARCEL SIZE: 2.04 ACRES

ZONING DISTRICT: RESIDENTIAL-MEDIUM

PC RECOMMENDATION: APPROVAL (6-0)

BACKGROUND

The proposal consists of 12 single-family units on a parcel along Porter Lane. The project has already received a Final Site Plan Approval to finalize the layout and design for the related “planned unit development.” Subdivision. The project has also received both conceptual and preliminary subdivision approvals from the City. This report addresses the final development step consisting of Final Subdivision Plat and Plan review in preparation of recording the subdivision plat with the Davis County Recorder’s Office.

PLANNING COMMISSION RECOMMENDATION

On January 12, 2022, the Centerville Planning Commission voted to **“RECOMMEND APROVAL”** of the Final Subdivision Plat and Plan for The Lane Subdivision to the City Council, as submitted by the applicant to the Commission, subject to the following conditions:

1. *In accordance with the City’s addressing system, the final plat shall depict the address of each dwelling and be deemed acceptable by the City’s Public Works Director.*

2. *As per CMC 15.06.010, the developer shall prepare the related Covenants, Conditions, and Restrictions (CC&Rs) meeting the provisions, continuation, and maintenance of the common areas, which shall be reviewed and deemed acceptable by the City Attorney, as part of the City Councils' review and approval.*
3. *The Property Title Report submitted with the previously approved Final Site Plan, shall be updated (no less than 30 days old) and submitted to the City in preparation of the plat recording.*
4. *The related Infrastructure Bond and Fees, that have been prepared by the City Engineer, shall be provided, and funded in preparation of the plat recording.*

[STAFF SUGGESTED REASONS FOR APPROVAL ACTION]

- a) *The Planning Commission finds that the design of the final PUD plat of that the project in relation to streets, blocks, lots, common open spaces, and other design factors shall be in harmony with the intent of the General Plan and design standards approved by the City.*
- b) *The Planning Commission finds that on October 13, 2021, the City approved a Final Site Plan for The Lane Subdivision and determined that the proposed development meets the intent of the General Plan and the conditions imposed by that approval from the City.*
- c) *Therefore, in accordance with CMC 15.04.050, the Planning Commission finds that the if the Planning Commission determines that the final plat is in conformity with all requirements and the ordinances of the City, the Commission shall recommend approval of the final plat to the City Council."*

PLANNING COMMISSION VOTE (6-0)

COMMISSIONER	YES	NO	ABSENT	ABSTENTION
Daly (Chair)	X			
Kjar	X			
Larsen	X			
Shegrud	X			
Wilcox	X			
Wright	X			

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

**STAFF REPORT
AGENDA: ITEM 2**

PROPERTY OWNER: CW THE LANE, LLC

APPLICANT: ZACH SWENSEN
1222 LEGACY CROSSING BLVD, 6
CENTERVILLE, UT 84014
(zach at builtbycw dot com)

PROPERTY LOCATION: 644 WEST 400 SOUTH

PARCELS: 03-001-0178 & 03-001-0179

PARCEL SIZE: 2.04 ACRES

ZONING DISTRICT: RESIDENTIAL-MEDIUM

APPLICATION: FINAL SUBDIVISION PLAT AND PLANS

RECOMMENDATION: CONSIDER RECOMENDING APPROVAL TO THE
CITY COUNCIL

BACKGROUND

The proposal consists of 12 single-family units on a parcel along Porter Lane. The project has already received a Final Site Plan Approval to finalize the layout and design for the related planned unit development (PUD) subdivision. The project has also received both conceptual and preliminary subdivision approvals from the City. This report addresses the final development step consisting of Final Subdivision Plat and Plan review in preparation to record the subdivision plat with the Davis County Recorder's Office.

**CONFORMITY REVIEW WITH PREVIOUS PRELIMINARY SUBDIVISION
APPROVAL**

On 10/13/2021 the Centerville Planning Commission voted to **APPROVE** the Preliminary Subdivision Plat for The Lane at 644 West 400 South, subject to the following conditions:

1. *Receive approval of drainage plan from City Engineer and City Drainage Specialist.*

- [Completed]**
2. Obtain and submit a Davis County Development and Construction permit and provide any required stream channel easements or restricted build areas. **[In progress]**
 3. The applicant shall combine the two parcels prior to or concurrent with recording the final plat or prior to issuance of any development or building permit within the project, whichever occurs first. **[Completed]**
 4. A Final Subdivision Application and Plat shall be submitted in accordance with CMC 15.04 of the Subdivision Ordinance, with Licensed Architect's signature and seal. **[Completed]**
 5. The Final Subdivision Submittal shall also provide the applicable subdivision infrastructure construction plans for the subdivision in accordance with CMC 15.04.104. **[Completed]**
 6. In accordance with the City's addressing system, the final plat shall depict the address of each dwelling and be deemed acceptable by the City's Public Works Director. **[Not Complete]**
 7. Sidewalks shall extend to the driveways of Lots 5 and 8. **[Completed]**
 8. A long-term detention and storm water maintenance agreement shall be put in place. **[In Progress]**
 9. Drainage easement shall extend out to Frontage Road. **[Completed]**

FINAL SUBDIVISION PLAT REVIEW AND RECOMMENDATION BY THE PLANNING COMMISSION- CMC 15.4.050

The Planning Commission is to review the final plat to determine whether the final plat conforms with the preliminary plat, with all changes requested, and with all requirements imposed as conditions of acceptance. As part of the Planning Commission's review, the Zoning Administrator shall check the final plat for completeness and compliance with the requirements of this Title. If the submitted final plat is not acceptable, the Planning Commission shall notify the subdivider and specify the respects in which it is deficient. If the Planning Commission determines that the final plat is in conformity with all requirements and the ordinances of the City, it shall recommend approval of the final plat to the City Council

CMC 15.06.010 Planned Unit Development

1. **Design Standards.** The design of the preliminary and final plats of the project in relation to streets, blocks, lots, common open spaces, and other design factors shall be in harmony with the intent of the General Plan and design standards recommended by the Planning Commission and approved by the City Council. Streets shall be so designed as to take advantage of open space vistas and create drives with a rural or open space character.

Staff Comment: For PUD development, it requires the approval of a Final Site Plan. In this case, on October, 13, 2021, the City has approved the Final Site Plan related to this subdivision application. **The submitted subdivision plat and plans are consistent with the approved site plan.**

2. Provisions for Common Open Space. The subdivider of a cluster subdivision or PUD shall submit plans of landscaping and improvements for the common open space.
3. Guarantee of Common Open Space Improvements. As assurance of completion of common open space improvements.
4. Continuation of Common Open Space. An assurance of continuation of common open space used in accordance with the plans approved by the Planning Commission.
5. Maintenance of the Common Open Space. In order to ensure maintenance of the common open space and other improvements where so required.

Staff Comment: For PUD development, there is a common space element in the layout design. In this case since it consists of single-family lots rather than the allowable multi-family housing, the common space is relatively simple in scope. The proposed layout depicts three (3) types of common space. 1) Retention/detention; 2) A private road; 3) An entry feature at Porter Lane. The applicant **has NOT submitted the needed Covenants, Conditions, and Restrictions (CC&Rs)** to complete the above listed provisions, continuation, and maintenance of these areas. It is staff's position that these documents can be prepared and submitted as part of the review and approval by the City Council.

PLANNING STAFF RECOMMENDATION

[RECOMMENDED MOTION] – “I hereby make a motion for the Planning Commission to **RECOMMEND APPROVAL** of the Final Subdivision Plat and Plan for The Lane Subdivision, located at 644 West 400 South, to the City Council, as submitted by the applicant to the Commission, subject to the following conditions:

1. *In accordance with the City's addressing system, the final plat shall depict the address of each dwelling and be deemed acceptable by the City's Public Works Director.*
2. *As per CMC 15.06.010, the developer shall prepare the related Covenants, Conditions, and Restrictions (CC&Rs) meeting the provisions, continuation, and maintenance of the common areas, which shall be reviewed and deemed acceptable by the City Attorney, as part of the City Councils' review and approval.*
3. *The Property Title Report submitted with the previously approved Final Site Plan, shall be updated (no less than 30 days old) and submitted to the City in preparation of the plat recording.*
4. *The related Infrastructure Bond and Fees, that have been prepared by the City Engineer, shall be provided, and funded in preparation of the plat recording.*

[STAFF SUGGESTED REASONS FOR APPROVAL ACTION]

- a) *The Planning Commission finds that the design of the final PUD plat of that the project in relation to streets, blocks, lots, common open spaces, and other design factors shall be in harmony with the intent of the General Plan and design standards approved by the City.*
- b) *The Planning Commission finds that on October 13, 2021, the City approved a Final Site Plan for The Lane Subdivision and determined that the proposed development meets the intent of the General Plan and the conditions imposed by that approval from the City.*

- c) *Therefore, in accordance with CMC 15.04.050, the Planning Commission finds that the if the Planning Commission determines that the final plat is in conformity with all requirements and the ordinances of the City, the Commission shall recommend approval of the final plat to the City Council."*

Project Narratives/Revision

- 1. 6/10/21 TH – PRELIMINARY SUBMITTAL FOR FIRST REVIEW.
- 2. 8/12/21 TH – FIRST SUBMITTAL FOR CITY REVIEW.
- 3. 9/9/21 TH – UPDATE LAYOUT TO SLAB ON GRADE.
- 4. 9/27/21 TH – UPDATE PER CLIENT REQUEST.
- 5. 10/08/21 TH – UPDATE PER CITY COMMENTS.
- 6. 10/21/21 TH – UPDATE PER CITY COMMENTS.

AGENCY CONTACTS:

PLANNING:
Centerville City Planning Department
250 North Main Street
Centerville, UT 84014
Contact: Cory Snyder
Phone: (801) 295-3477

SEWER DISTRICT:
South Davis Sewer District
1800 West 1200 North
West Bountiful, UT 84087
Phone: (801) 295-3469

POWER COMPANY:
Rocky Mountain Power
Customer Service Line
Phone: (801) 546-1235

TELEPHONE COMPANY:
Century Link
Customer Service Line
Phone: (801) 603-6000

FIRE DEPARTMENT:
South Davis Metro Fire Department
343 South Main Street
Centerville, UT 84014
Phone: (801) 677-2400

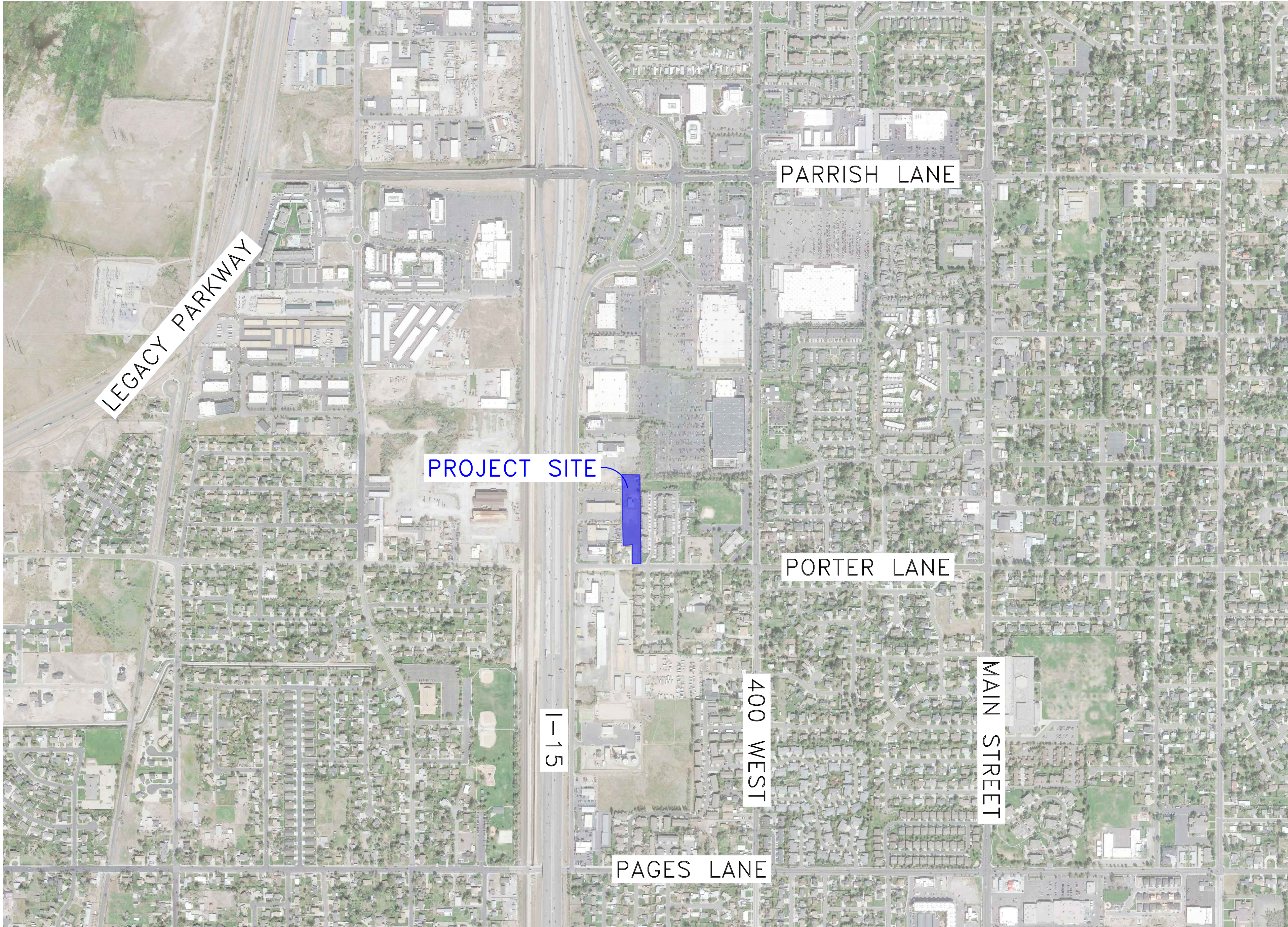
GAS SERVICE:
Dominion Energy
1140 West 200 South
Salt Lake City, UT 84104
Contact: Don Newman
Phone: (801) 323-5517

BENCHMARK

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING FOUND MONUMENTS LOCATED AT THE WITNESS CORNER TO THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER TO SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SUBDIVISION PLAT.

The Lane
Civil Construction Set

LOCATED IN THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021



Vicinity Map

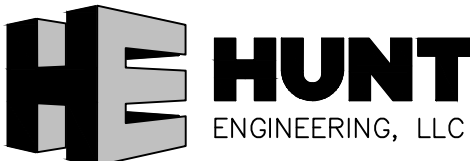
SCALE: 1" = 500'



DEVELOPER:
C.W.
URBAN

Zach Swenson
1222 Legacy Crossing Blvd #6
Centerville Utah 84014
PH: (801) 744-2489

ENGINEERING:



Hunt Engineering
Thomas Hunt, PE
6619 Willow Creek Rd
Mountain Green, UT 80450
PH: (801) 664-4724

SURVEYOR:

Utah Land Surveying
Mike Wangemann, PLS
1470 South 600 West
Woods Cross, UT 84010
PH: (801) 298-2236

Sheet Index

- Sheet 1 - Cover Sheet
 - Sheet 2 - Notes & Legend Sheet
 - Sheet 3 - Demolition Plan
 - Sheet 4 - Site Plan
 - Sheet 5 - Grading/Utility Plan
 - Sheet 6 - Private Road Plan & Profile
 - Sheet 7 - Private Road Plan & Profile
 - Sheet 8 - Street Light Exhibit
 - Sheet 9 - Civil Details
 - Sheet 9.1 - Civil Details
 - Sheet 10 - SWPPP Exhibit
 - Sheet 11 - SWPPP Details
 - Sheet 12 - Landscape Plan
- PLAT



Notice To Contractors:

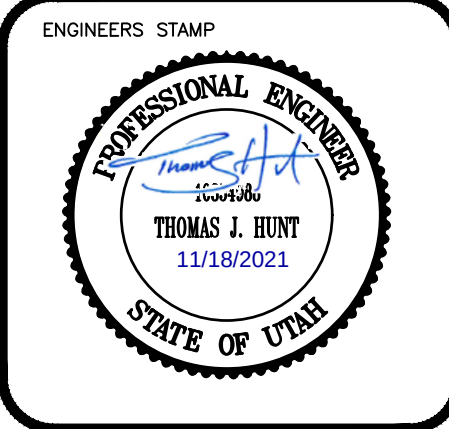
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR. SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE, IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.



The Lane
700 West Porter Lane
Centerville, UT

Cover Sheet

SDSD Comments	10/21
Revisions	Date



PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

SHEET	12
1	SHEETS

THIS PROJECT IS LOCATED IN THE FEMA FLOOD ZONE X.

GENERAL NOTES

- 1.0 COMPLIANCE
- 1.1

ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY’S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.
- 1.2

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLOWING:

– INTERNATIONAL BUILDING CODES (IBC)

– INTERNATIONAL PLUMBING CODES

– STATE DRINKING WATER REGULATIONS

– APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS

– ADA ACCESSIBILITY GUIDELINES.
- 1.3

ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS, ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.
- 2.0 PERMITTING AND INSPECTIONS
- 2.1

PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- 2.2

CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- 2.3

ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.
- 3.0 COORDINATION AND VERIFICATION
- 3.1

ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
- 3.2

CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.
- 3.3

CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO:

– LANDSCAPE PLANS

– SITE ELECTRICAL PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S)

– FIRE PROTECTION

– ARCHITECTURAL SITE PLANS

– ACCESSIBLE ROUTES

– ETC.
- 3.4

CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.
- 4.0 SAFETY AND PROTECTION
- 4.1

CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION.
- 4.2

CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.
- 4.3

CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OR WORKERS AND PUBLIC.
- 4.4

CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.
- 4.5

CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.
- 4.6

IT IS THE CONTRACTOR’S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- 4.7

CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE “MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES”, LATEST EDITION.
- 4.8

CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.
- 4.9

CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.
- 4.10

CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.
- 4.11

WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
- 4.12

CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
- 4.13

NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.
- 4.14

THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR’S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER’S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
- 5.0 MATERIALS
- 5.1

SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4” MAXIMUM SLUMP WITH 5 + OR –1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATION:

– SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/4 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.

– CONCRETE WATERWAYS, CURBWALLS, MOWSTRIPS, CURB AND GUTTER, ETC. WILL TYPICALLY BE SCORED 1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.

– UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 8” TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.

– UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4” GRAVEL BASE OVER A WELL COMPACTED (90%) MIN. SUBGRADE.

– ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY “PLASTERING” OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL “GREEN.”

– ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT.
- 5.2

ASPHALT CONCRETE PAVEMENT SHALL BE A MINIMUM 3” OVER 6” OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE, UNLESS NOTED OTHERWISE.

– ASPHALT COMPACTION SHALL BE A MINIMUM 96%.

– SURFACE COARSE SHALL BE 1/2” MINUS. MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.

– AC PAVEMENT TO BE A 1/4” ABOVE LIP OF ALL GUTTER AFTER COMPACTION.

– THICKNESS OVER 3” WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4” MINUS DESIGN.

- 6.0 GRADING & SOILS
- 6.1

SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS, OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.
- 6.2
- 6.3

ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.
- 6.4

CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
- 6.5

SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
- 6.6

ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.
- 7.0 UTILITIES
- 7.1

THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR’S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
- 7.2

CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NOT ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- 7.3

CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWER POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.
- 7.4

CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD. PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSIMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.
- 7.5

CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
- 7.6

SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.
- 7.7

STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
- 7.8

ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.
- 7.9

ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.
- 7.10

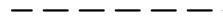
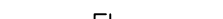
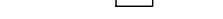
NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
- 7.11

ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.
- 8.0 SURVEY CONTROL
- 8.1

CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEY OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.
- 8.2

THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.
- 8.3

CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.

	PROPOSED IRRIGATION		PROPOSED LAND DRAIN
	EXISTING IRRIGATION		PROPOSED LAND DRAIN LATERAL
	EXISTING IRRIGATION REMOVE		EXISTING LAND DRAIN
	BOUNDARY		EXISTING LAND DRAIN REMOVE
	EASEMENT		PROPOSED BUILDING
	EXISTING EASEMENT		EXISTING BUILDING
	RED LINE		EXISTING BUILDING REMOVE
	PROPOSED CURB & GUTTER		PROPOSED WATER
	EXISTING CURB & GUTTER		PROPOSED WATER LATERAL
	EXISTING CURB & GUTTER REMOVE		EXISTING WATER
	LOT		EXISTING WATER REMOVE
	PROPOSED POWER		PROPOSED STORM DRAIN
	EXISTING POWER		EXISTING STORM DRAIN
	EXISTING POWER REMOVE		EXISTING STORM DRAIN REMOVE
	PROPOSED GAS		PROPOSED SECONDARY WATER
	EXISTING GAS		PROPOSED SECONDARY WATER LATERAL
	EXISTING GAS REMOVE		EXISTING SECONDARY WATER
	PROPOSED SEWER		EXISTING SECONDARY WATER REMOVE
	PROPOSED SEWER LATERAL		PROPOSED RETAINING WALL
	EXISTING SEWER		SIGN
	EXISTING SEWER REMOVE		BACK OF SIDEWALK
	PROPOSED FIRE HYDRANT		BOTTOM OF WALL
	EXISTING FIRE HYDRANT		BUILDING
	PROPOSED MANHOLE		CURB AND GUTTER
	EXISTING MANHOLE		CATCH BASIN
	EXISTING CLEAN OUT		CUBIC FOOT
	PROPOSED VALVE		FINISHED FLOOR ELEVATION
	EXISTING VALVE		FINISHED GRADE
	NEW WATER METER		FIRE HYDRANT
	EXISTING WATER METER		FLOW LINE
	PROPOSED CATCH BASIN		GRADE BREAK
	EXISTING CATCH BASIN		INVERT
	PLUG & BLOCK		LINEAR FOOT
	PROPOSED STREET LIGHT		NATURAL GRADE
	EXISTING STREET LIGHT		POWER POLE
	RIGHT-OF-WAY		RIM OF MANHOLE
	TOP BACK OF CURB		TOP OF WALL
	TOP OF ASPHALT		WATER METER
	TOP OF CONCRETE		
	TOP OF PUMP ISLAND		
	TOP OF SIDEWALK		
	EXISTING ASPHALT PAVEMENT		
	EXISTING CONCRETE PAVEMENT		
	PROPOSED ASPHALT PAVEMENT		
	PROPOSED CONCRETE		



HUNT ENGINEERING, LLC

HUNT ENGINEERING, LLC

6619 Willow Creek Rd.

Mountain Green, UT 84050

C. 801.864.4724

thomas.hunt@hunt-engineering.com

The Lane

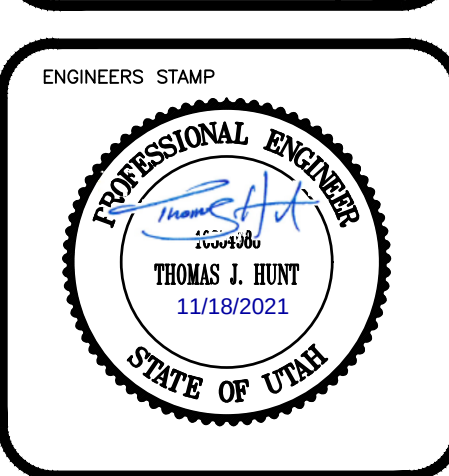
700 West Porter Lane

Centerville, UT

Notes & Legend Sheet

SDSD Comments	10/21
Revisions	Date

ENGINEERS' STAMP



PROJECT INFO.

Engineer:

T. HUNT

Drafter:

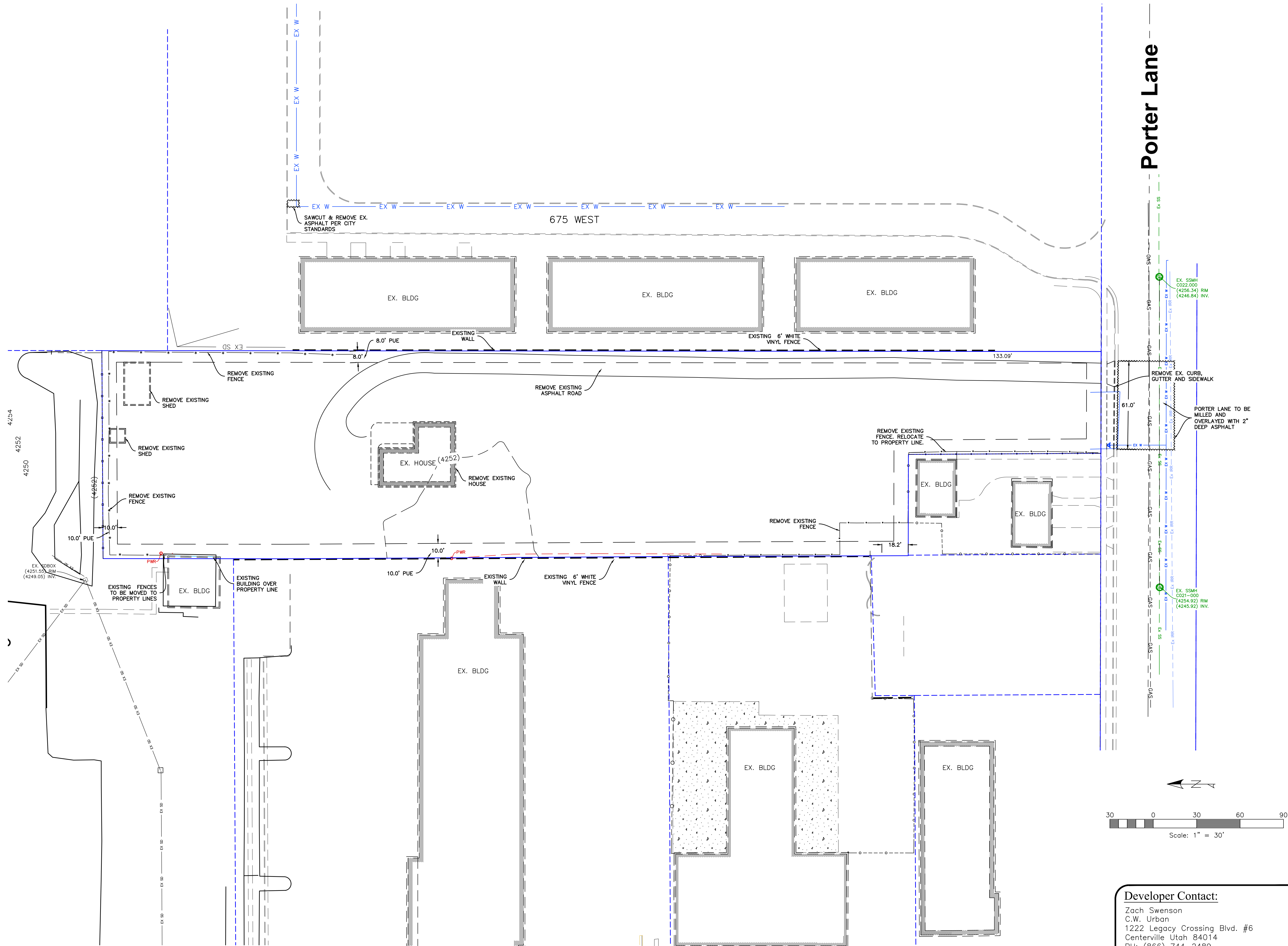
T. HUNT

Start Date:

6/10/2021

Name:

The Lane

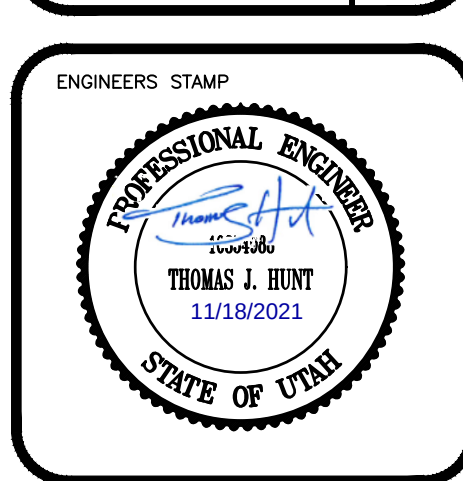


HE HUNT
ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

Demolition Plan

SDSD Comments	10/21
Revisions	Date



PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 6/10/2021
Name: The Lane

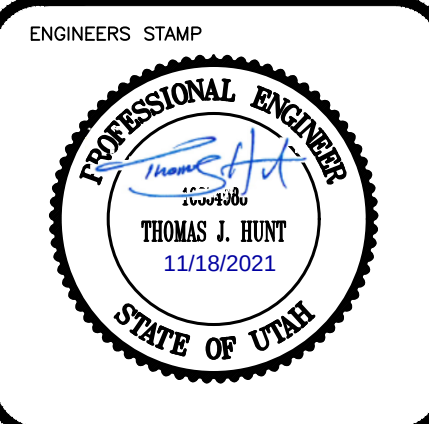
Developer Contact:
Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

SHEET
3
12
SHEETS

The Lane
700 West Porter Lane
Centerville, UT

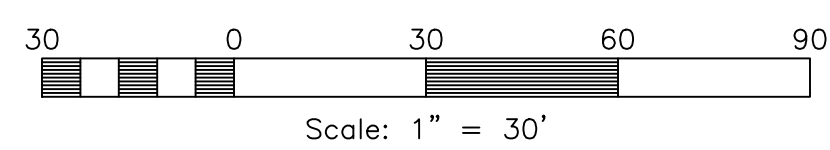
Site Plan

SDSD Comments	10/21
Revisions	Date



PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

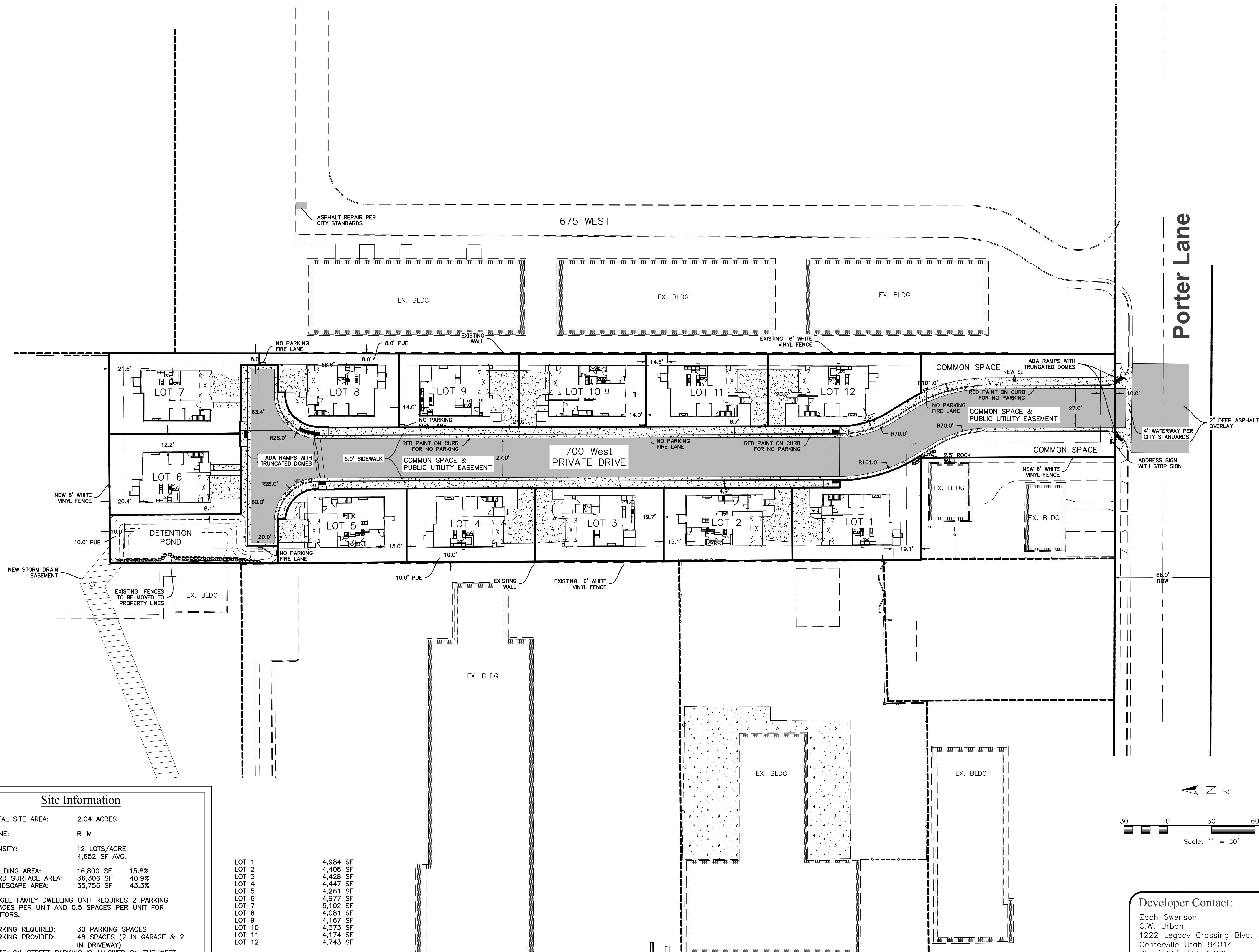
SHEET	12
4	SHEETS



Developer Contact:

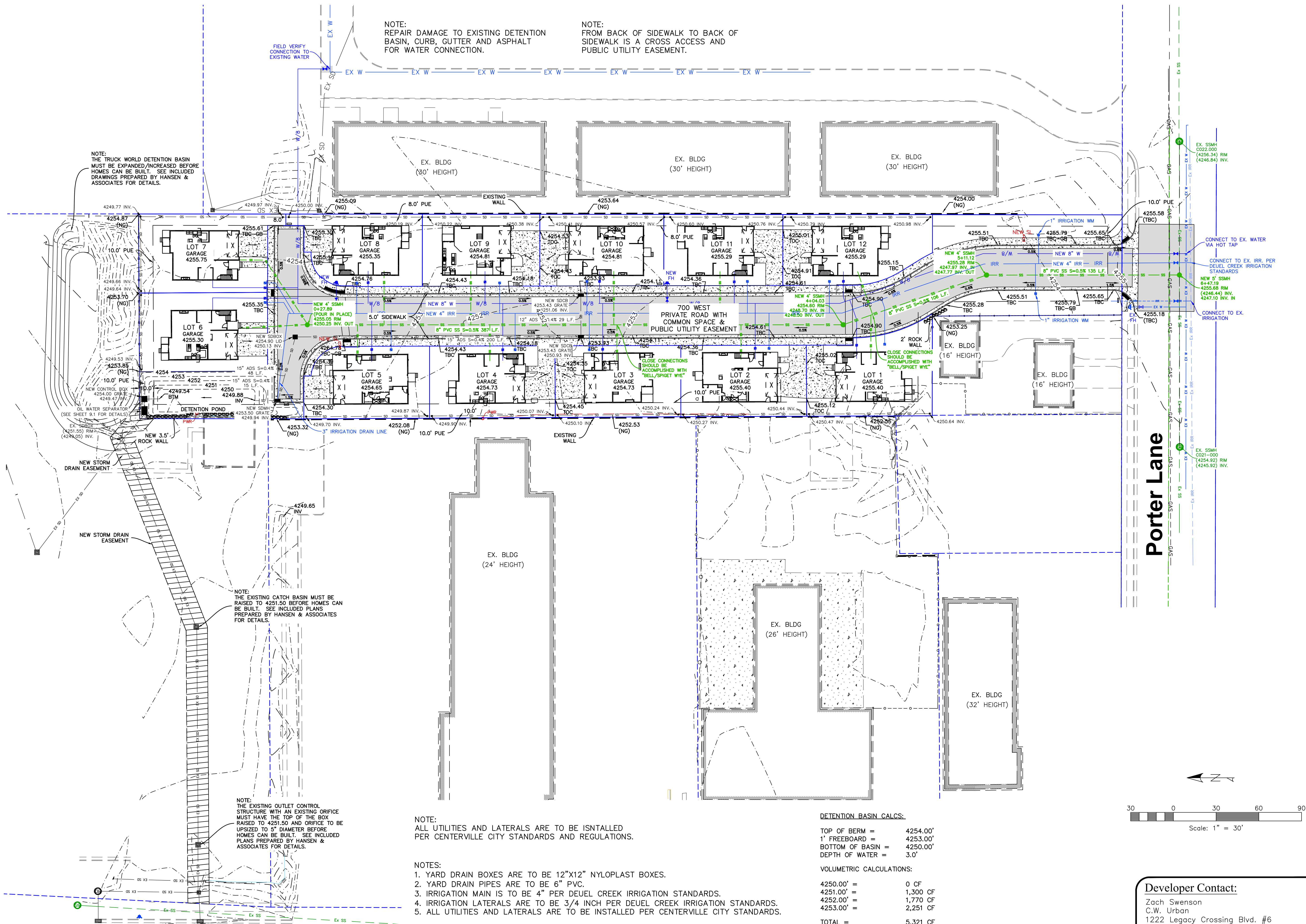
Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

THIS PROJECT IS LOCATED IN THE FEMA FLOOD ZONE X.



Site Information

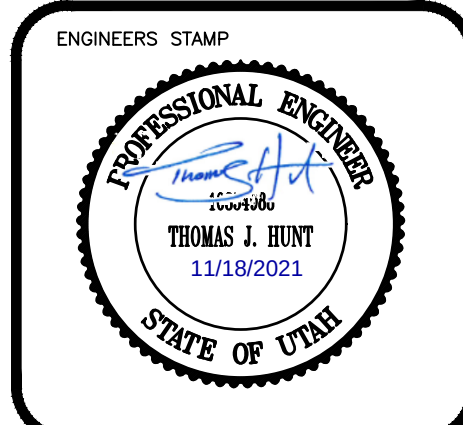
TOTAL SITE AREA: 2.04 ACRES
ZONE: R-M
DENSITY: 12 LOTS/ACRE
4,652 SF AVG.
BUILDING AREA: 16,800 SF 15.8%
HARD SURFACE AREA: 36,306 SF 40.9%
LANDSCAPE AREA: 35,756 SF 43.3%
SINGLE FAMILY DWELLING UNIT REQUIRES 2 PARKING SPACES PER UNIT AND 0.5 SPACES PER UNIT FOR VISITORS.
PARKING REQUIRED: 30 PARKING SPACES
PARKING PROVIDED: 48 SPACES (2 IN GARAGE & 2 IN DRIVEWAY)
NOTE: ON-STREET PARKING IS ALLOWED ON THE WEST SIDE OF THE PRIVATE ROADWAY = 15 ADDITIONAL STALLS.



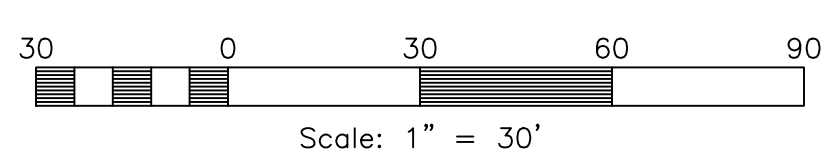
The Lane
700 West Porter Lane
Centerville, UT

**Grading & Utility
Plan**

SDSD Comments	10/21
Revisions	Date

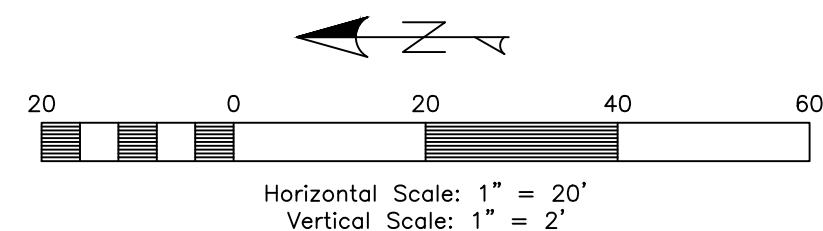
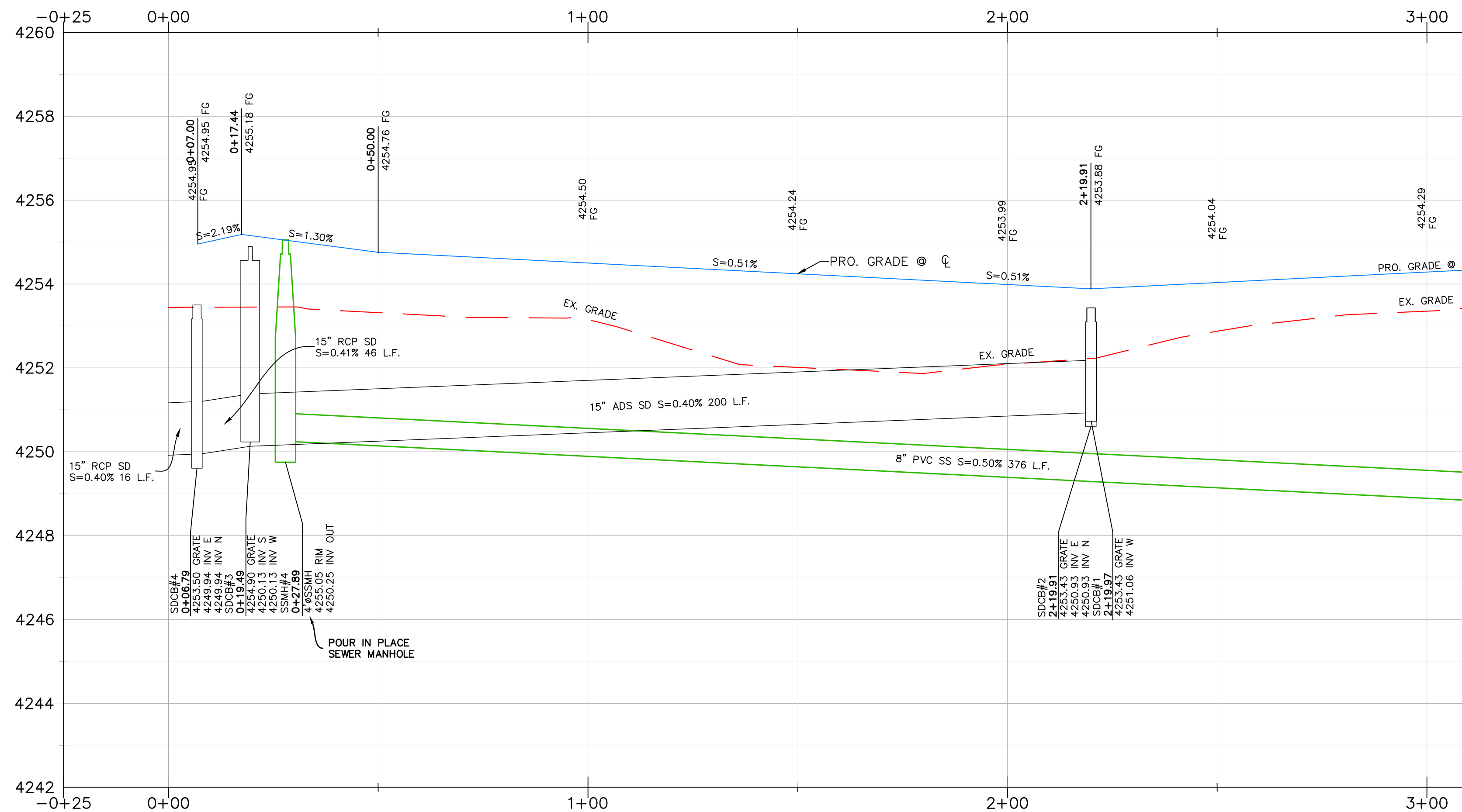
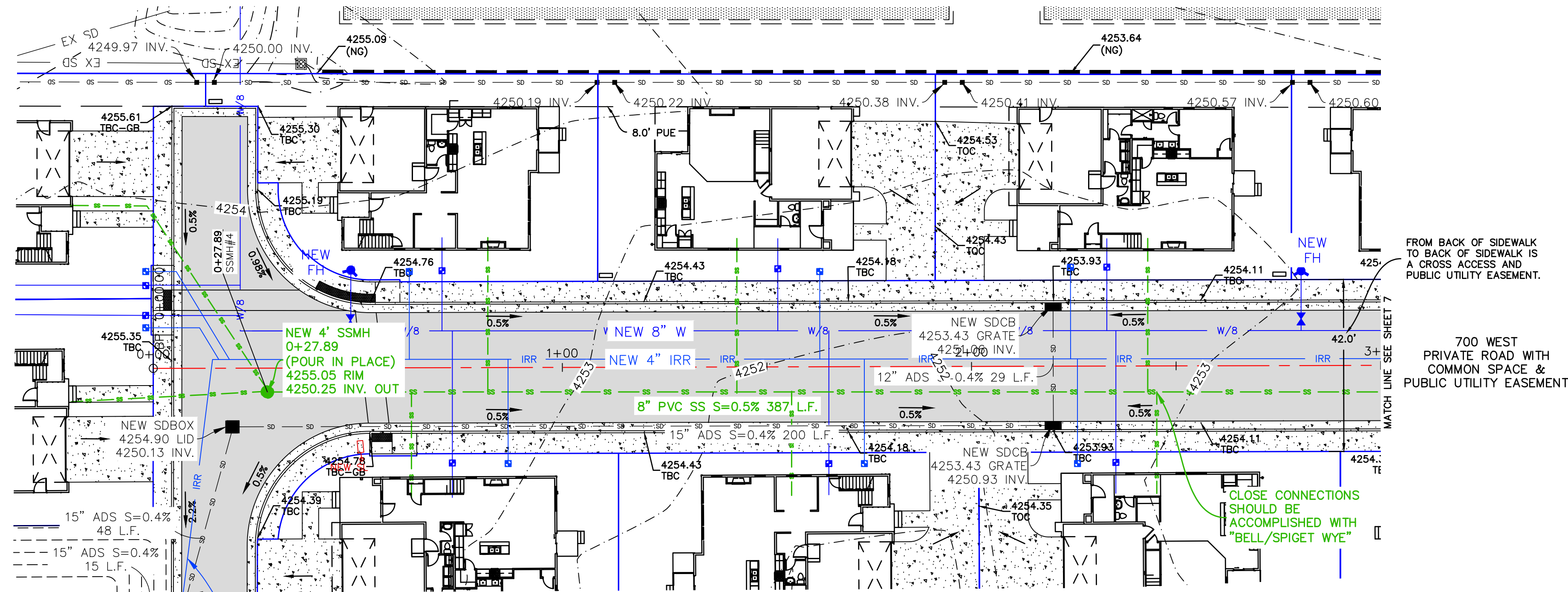


PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 6/10/2021
Name: The Lane



Developer Contact:
Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

SHEET	12
5	SHEETS



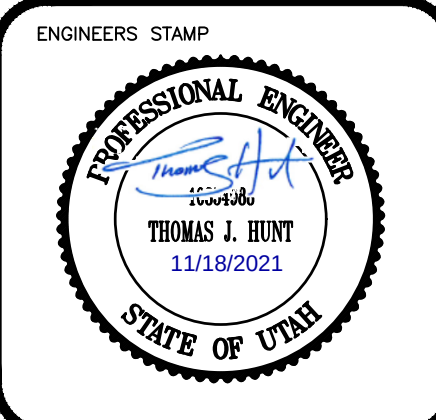
Developer Contact:
Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

THE HUNT
ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

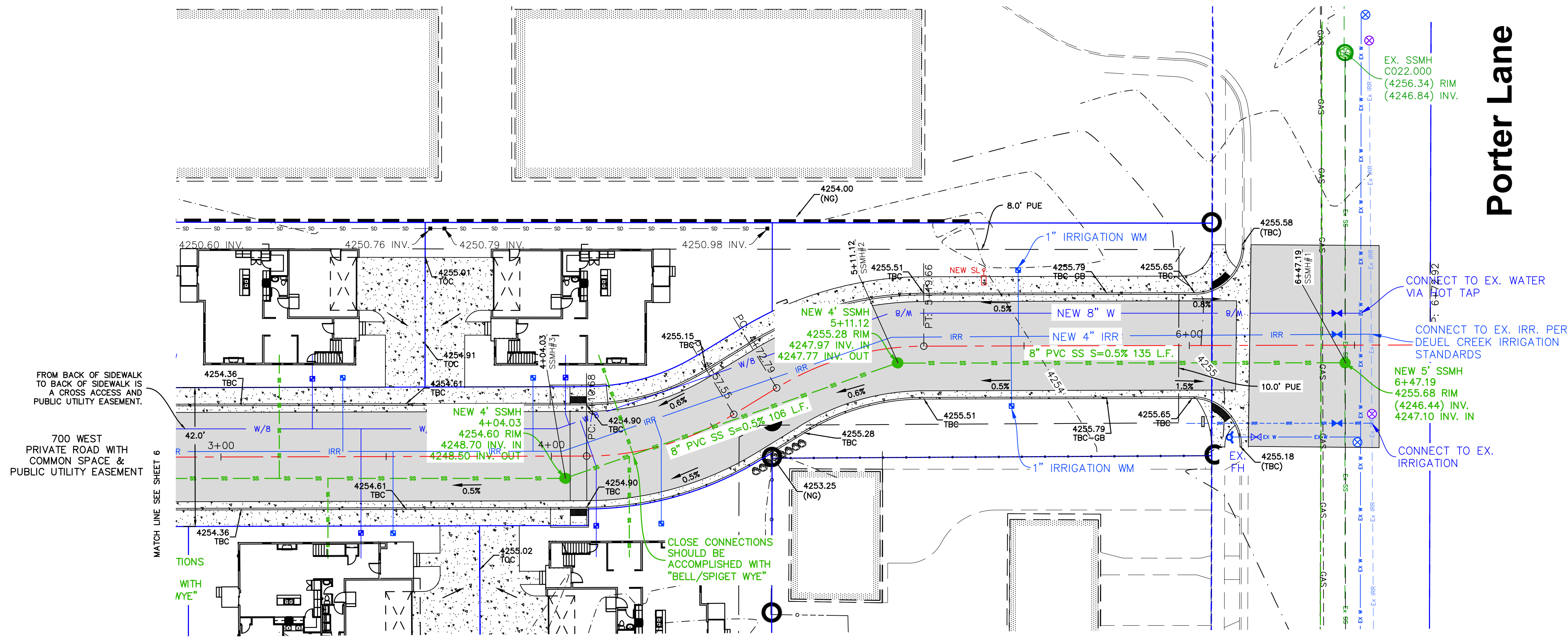
700 WEST
Plan & Profile
0+00.00-3+00.00

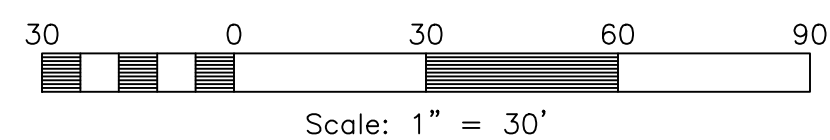
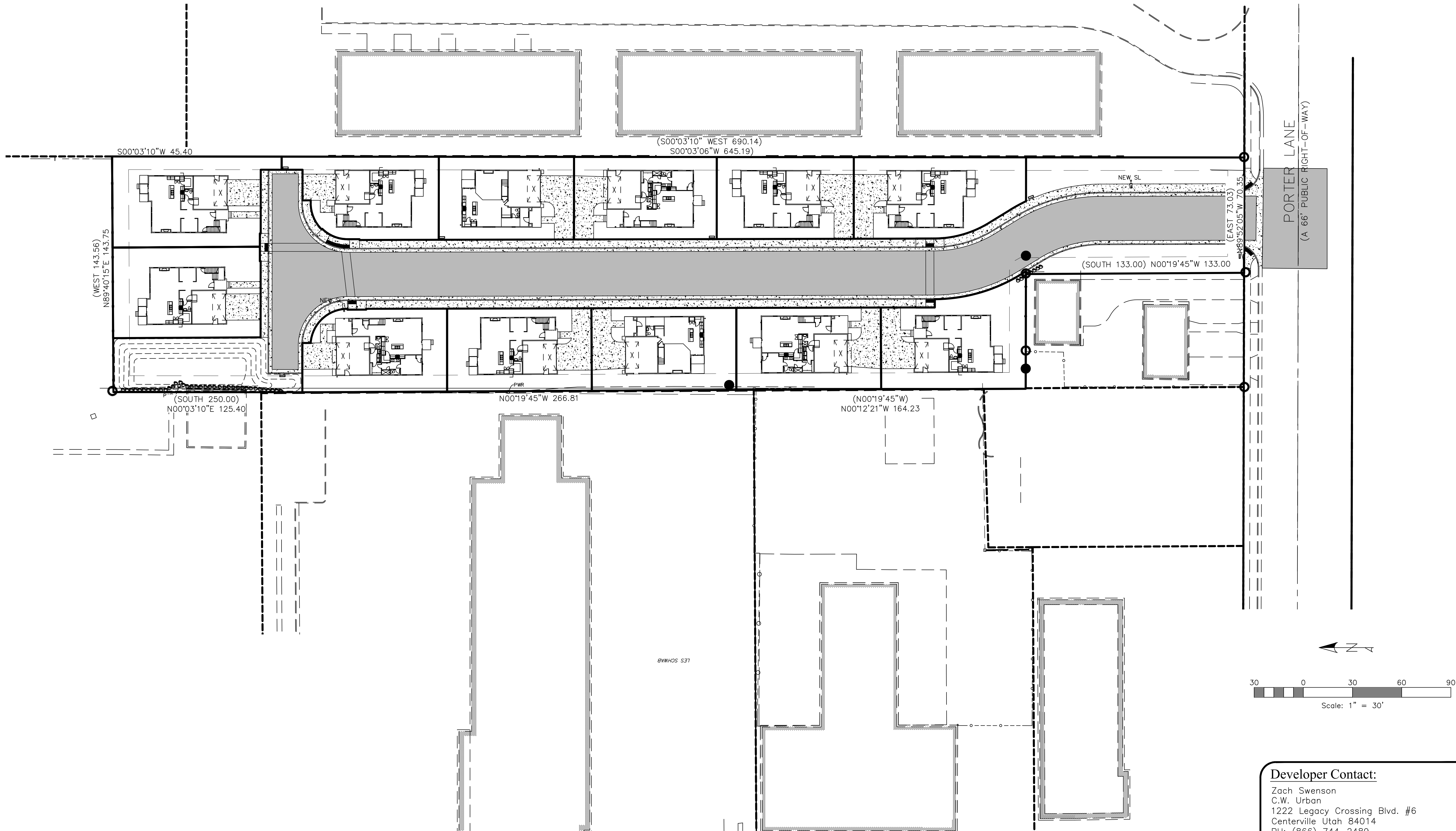
SDSD Comments	10/21
Revisions	Date



PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

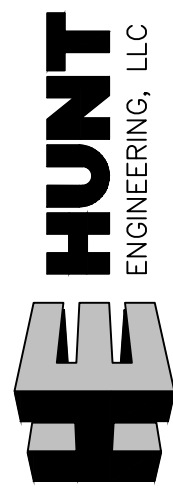
SHEET	12
6	SHEETS





Developer Contact:

Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

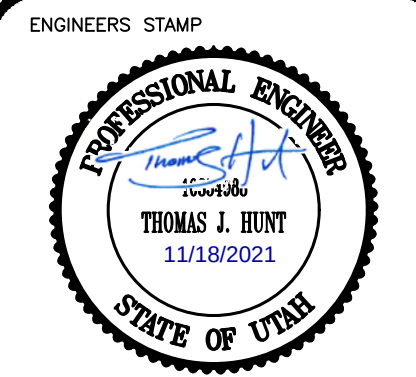


HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

**Street Light
Exhibit**

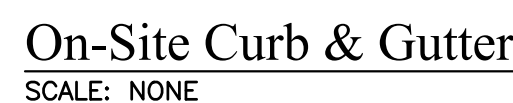
SDSD Comments	10/21
Revisions	Date



PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 6/10/2021
Name: The Lane

SHEET	12
8	SHEETS



SCALE: NONE

Combined storm water flow is: 1.76 cfs
Existing Pipe Capacity is: 3.97 cfs

HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

Civil Details

SDSD Comments	10/21
Revisions	Date

Engineer: T. HUNT

Drafter: T. HUNT

Start Date: 6/10/2021

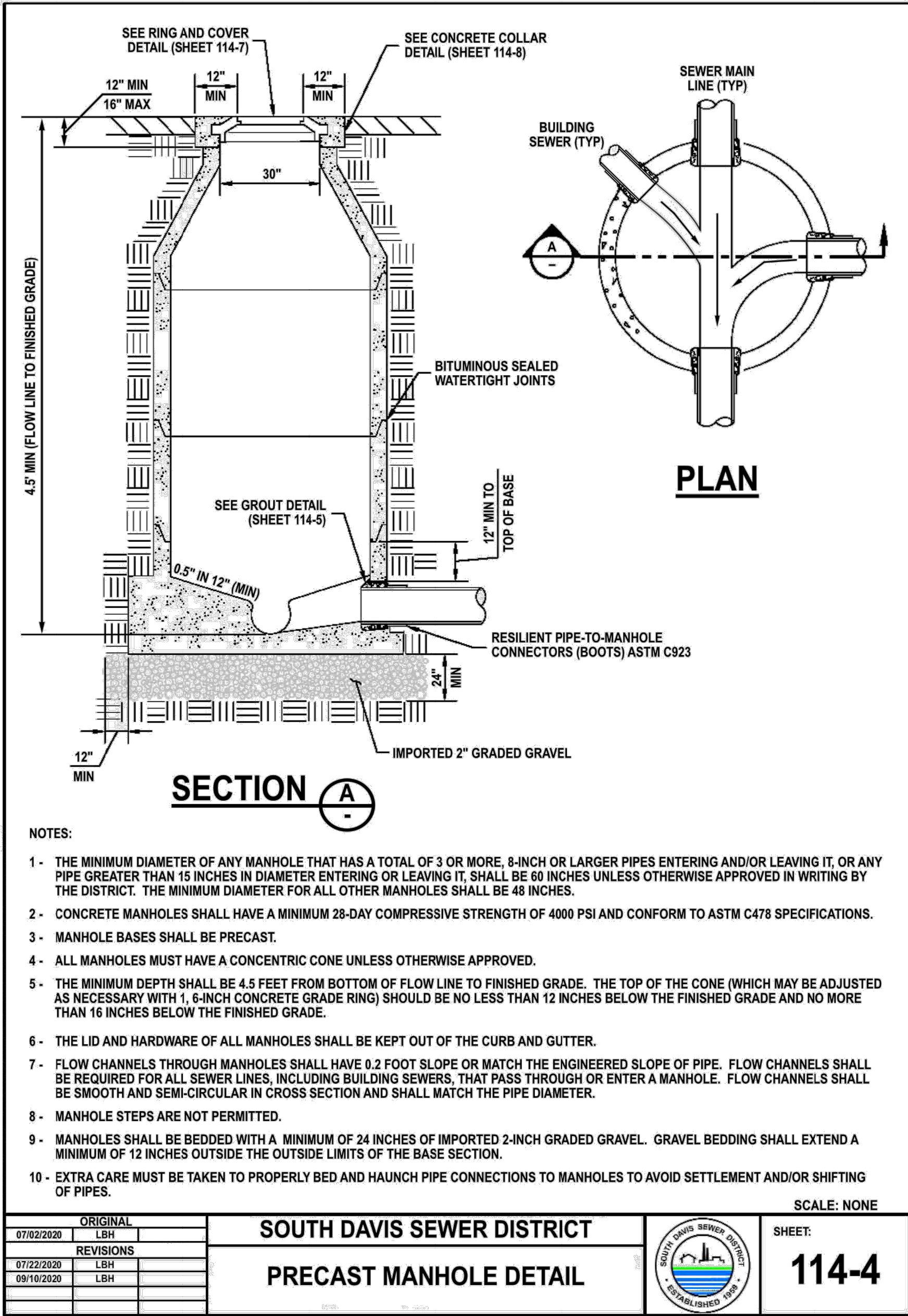
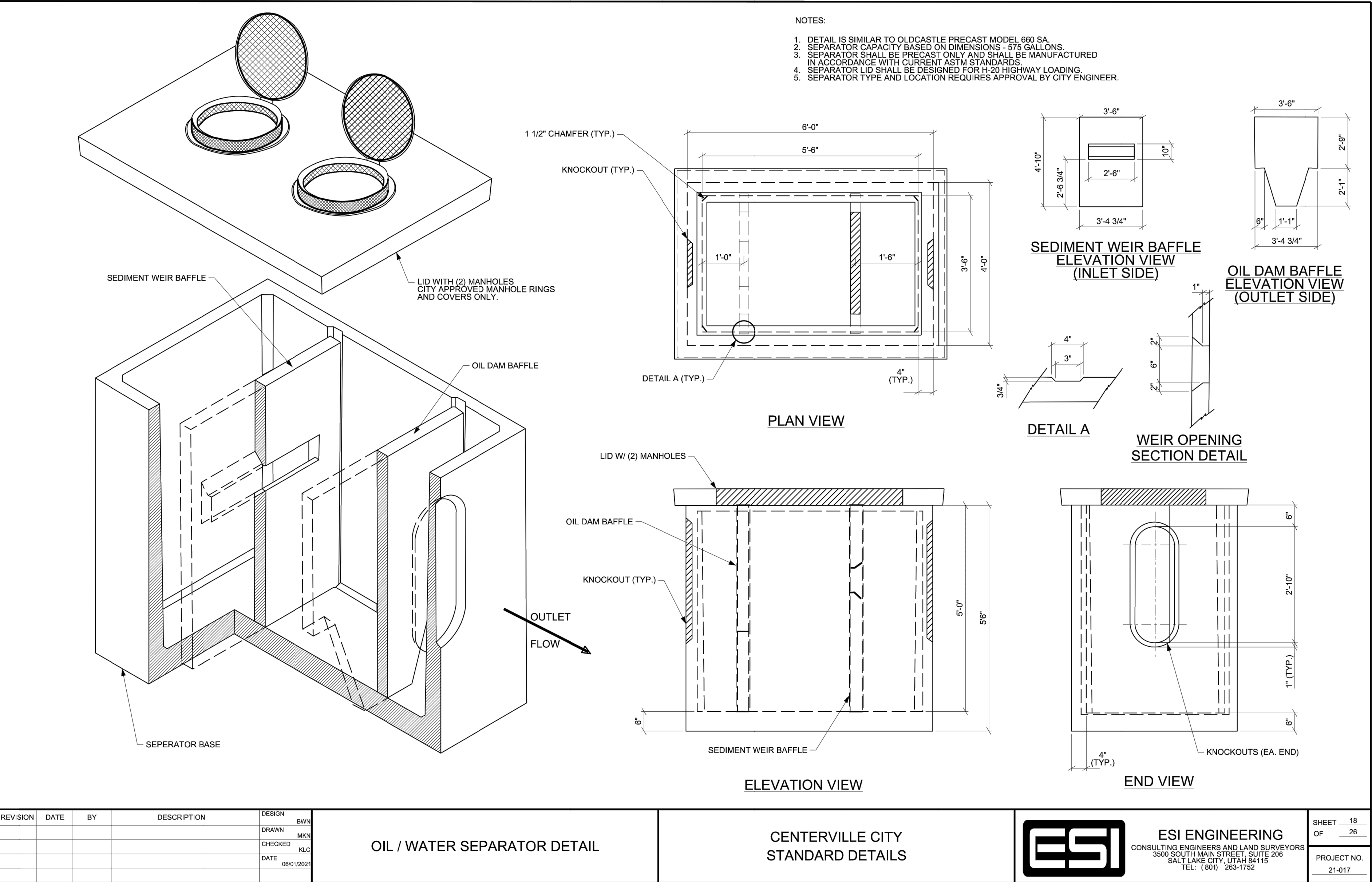
Name: The Lane

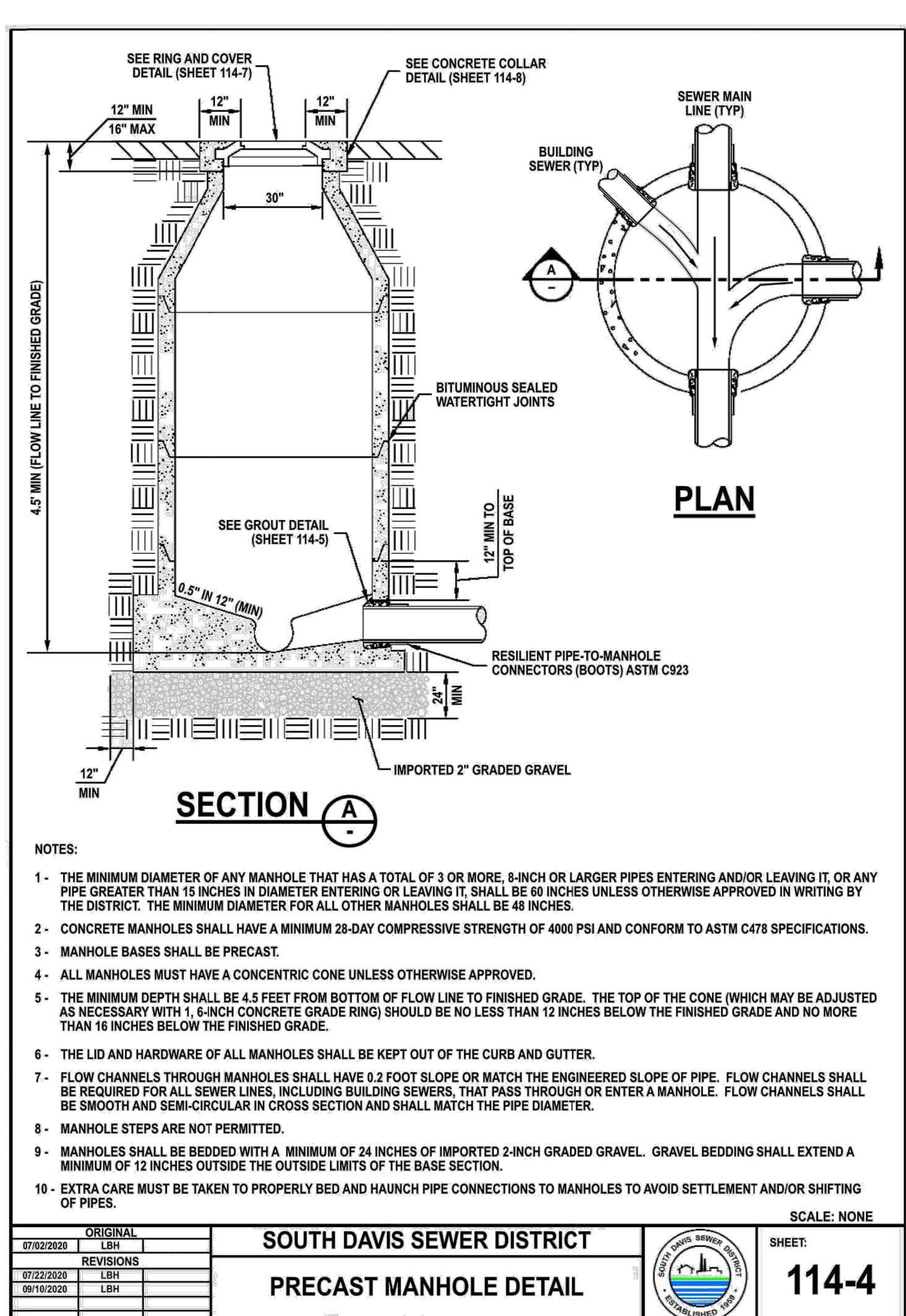
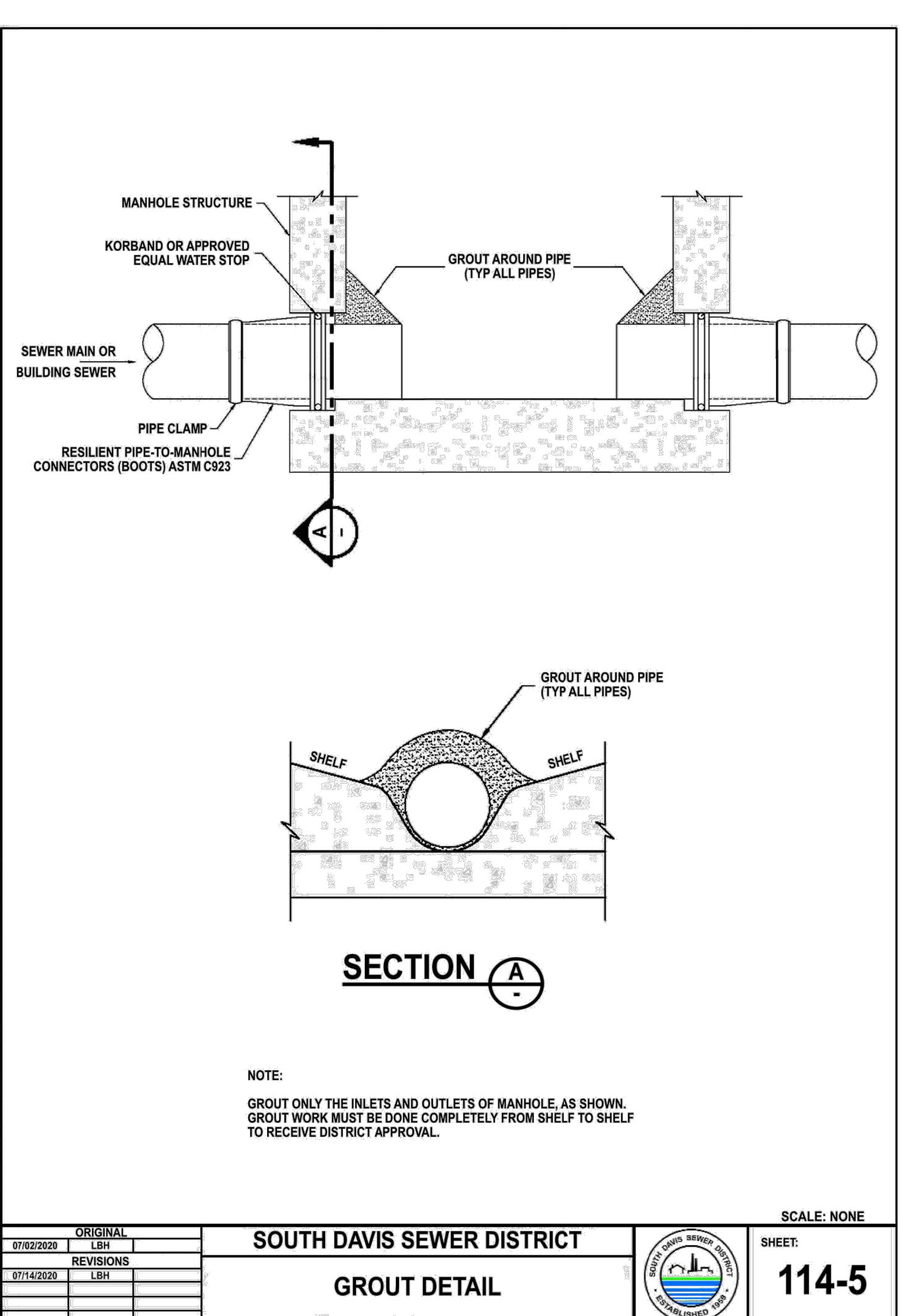
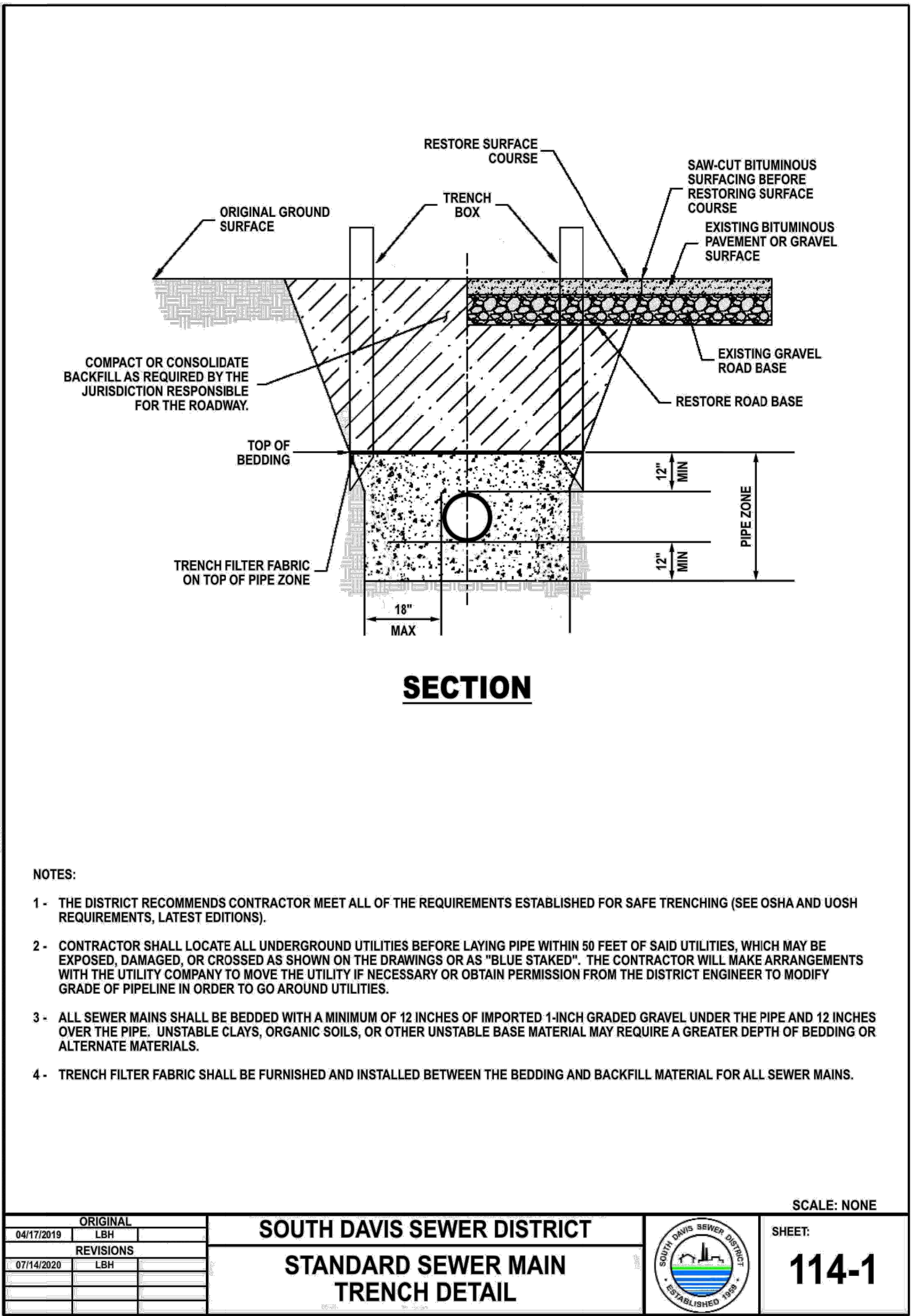
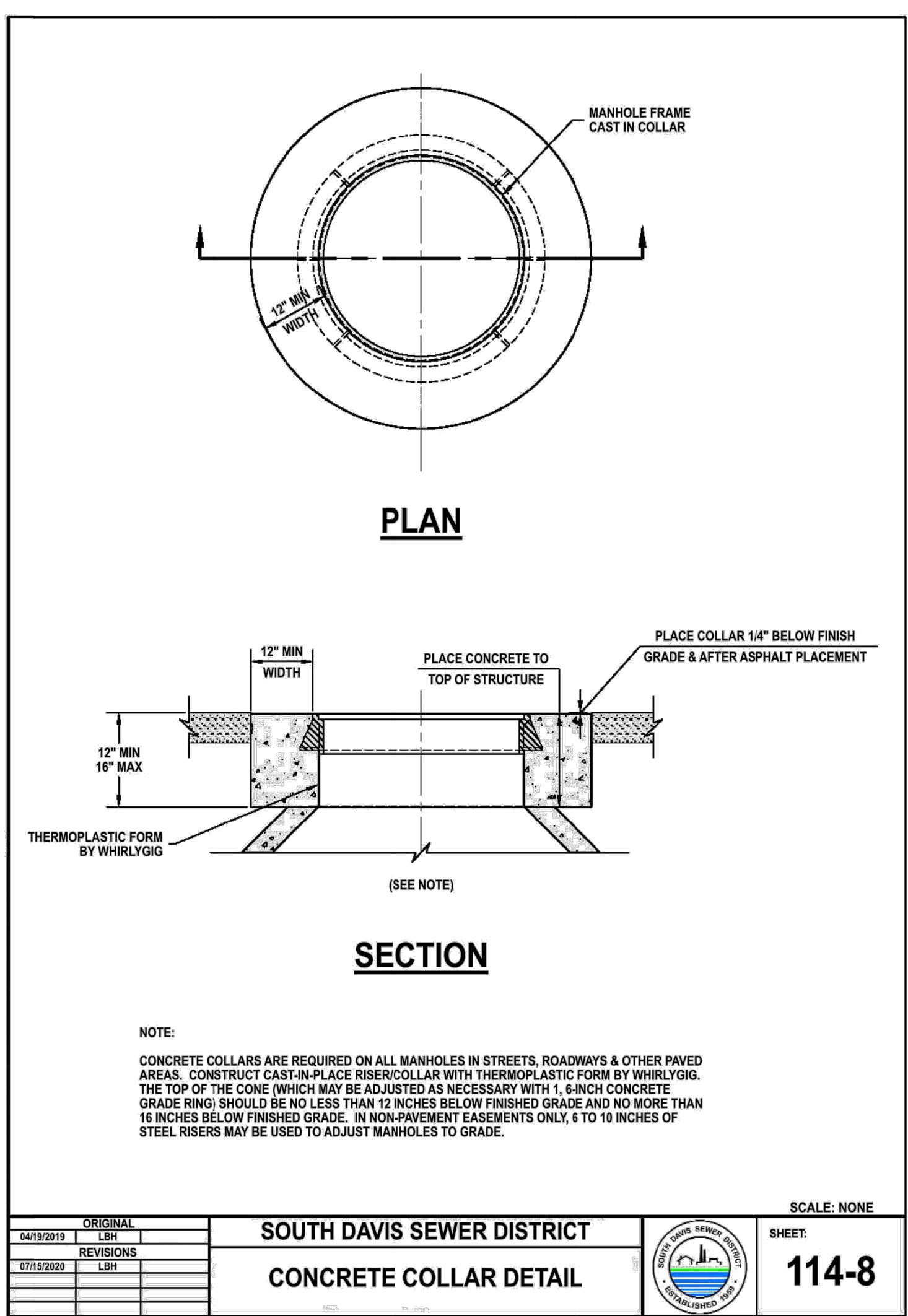
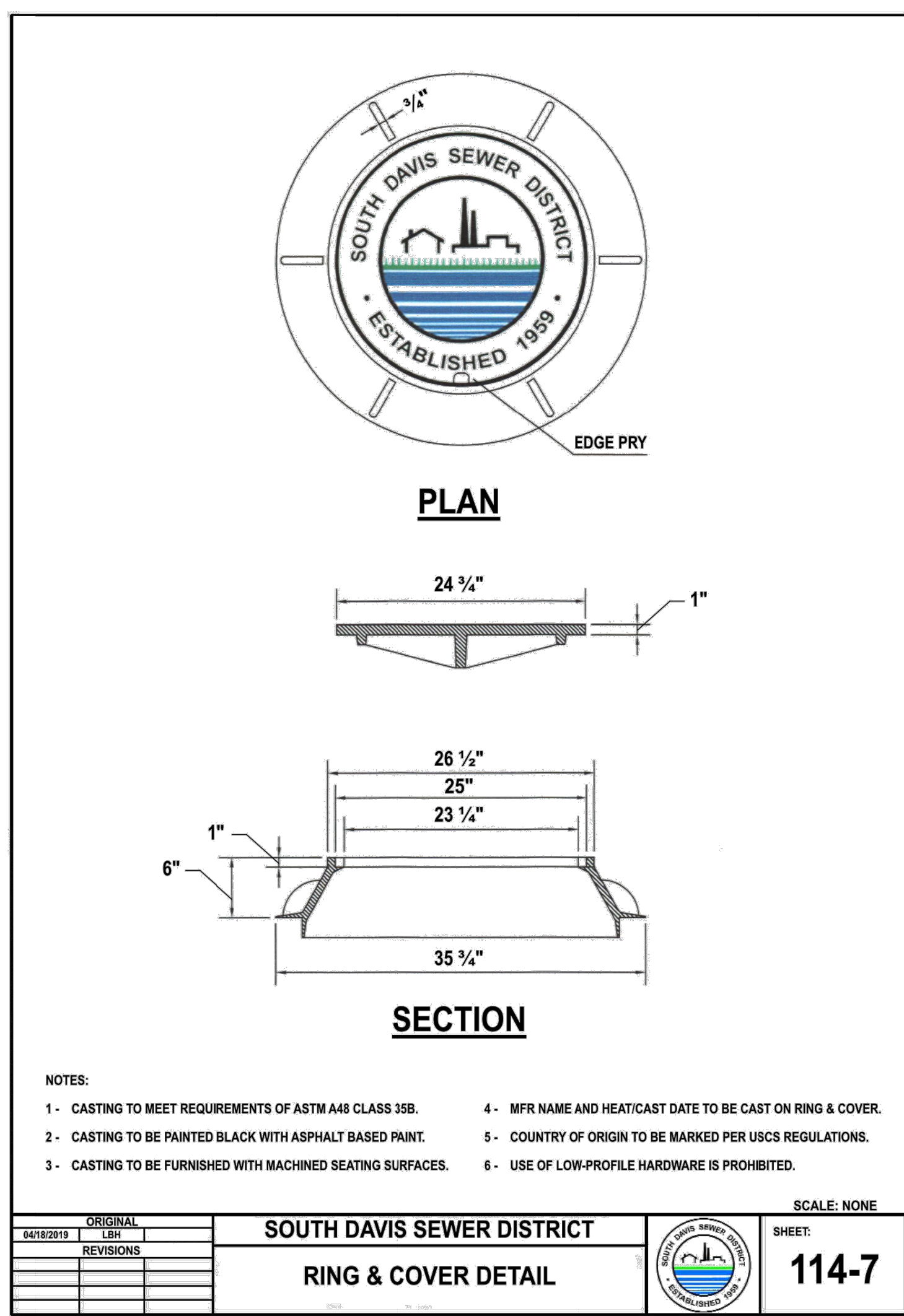
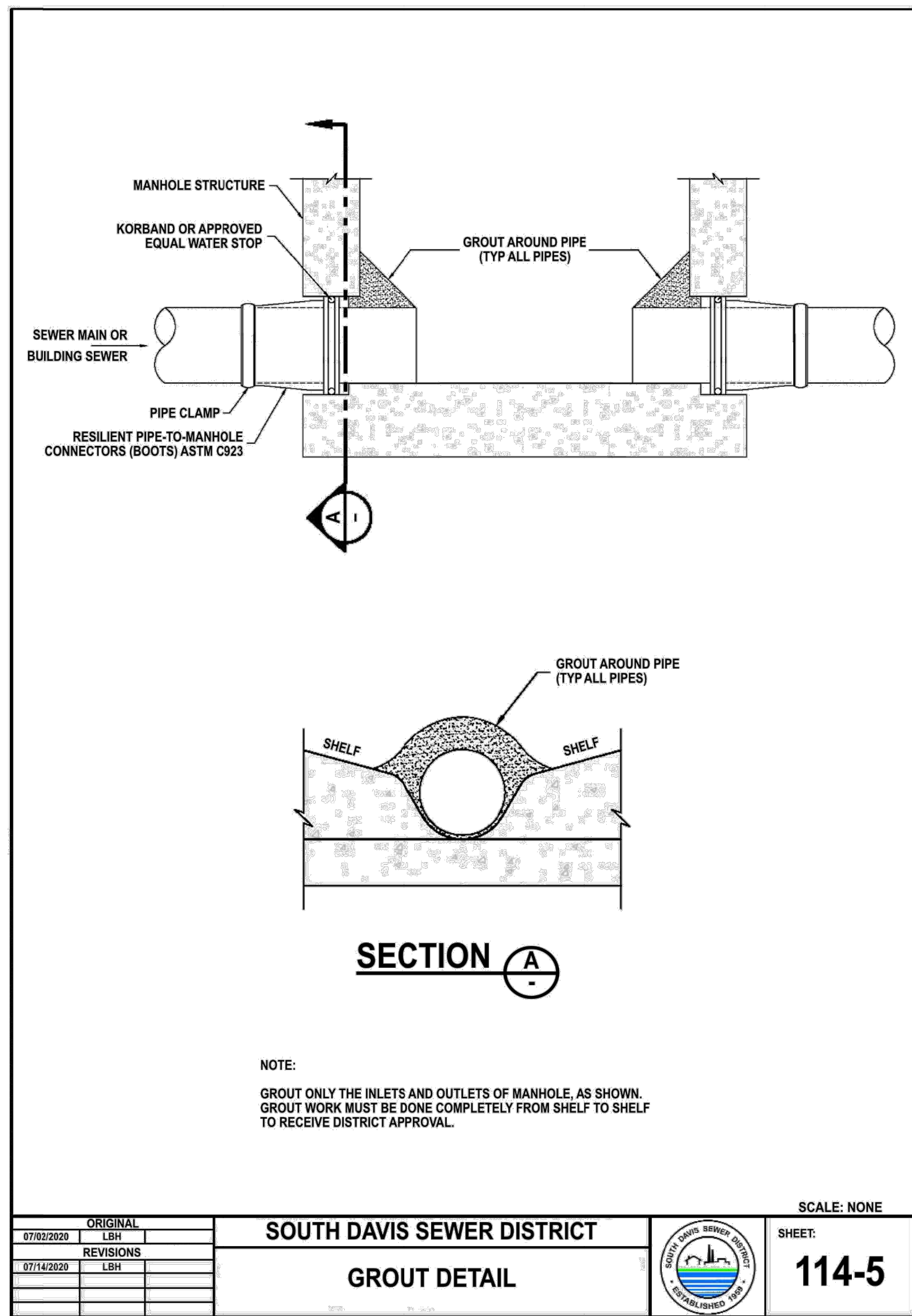
SHEET

9

12

SHEETS





Developer Contact:

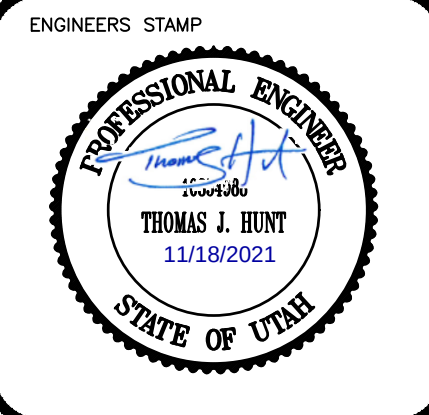
Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

HUNT
ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

Civil Details

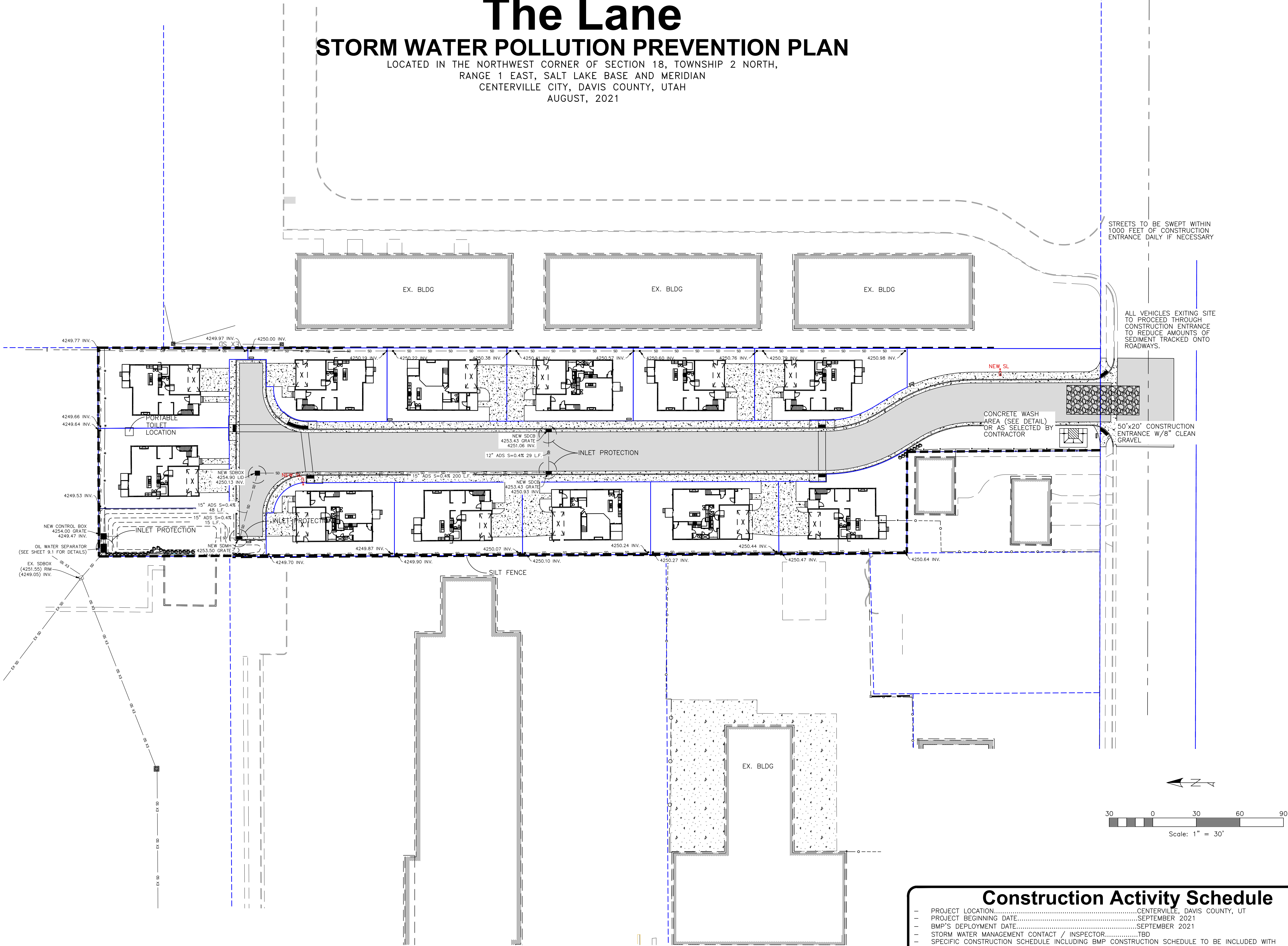
SDSD Comments	10/21
Revisions	Date



PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 6/10/2021
Name: The Lane

SHEET	12
9.2	SHEETS

The Lane
STORM WATER POLLUTION PREVENTION PLAN
LOCATED IN THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021



HUNT
ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

SWPPP Exhibit

SDSD Comments	10/21
Revisions	Date

ENGINEERS STAMP
PROFESSIONAL ENGINEER
THOMAS J. HUNT
11/18/2021
STATE OF UTAH

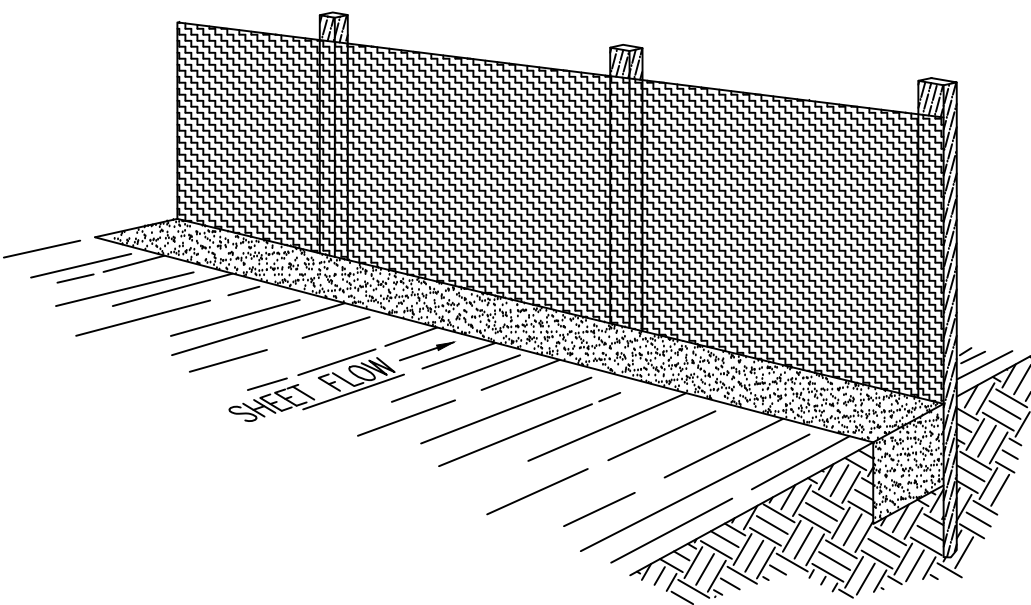
PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

Construction Activity Schedule	
- PROJECT LOCATION.....	CENTERVILLE, DAVIS COUNTY, UT
- PROJECT BEGINNING DATE.....	SEPTEMBER 2021
- BMP'S DEPLOYMENT DATE.....	SEPTEMBER 2021
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....	TBD
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER	

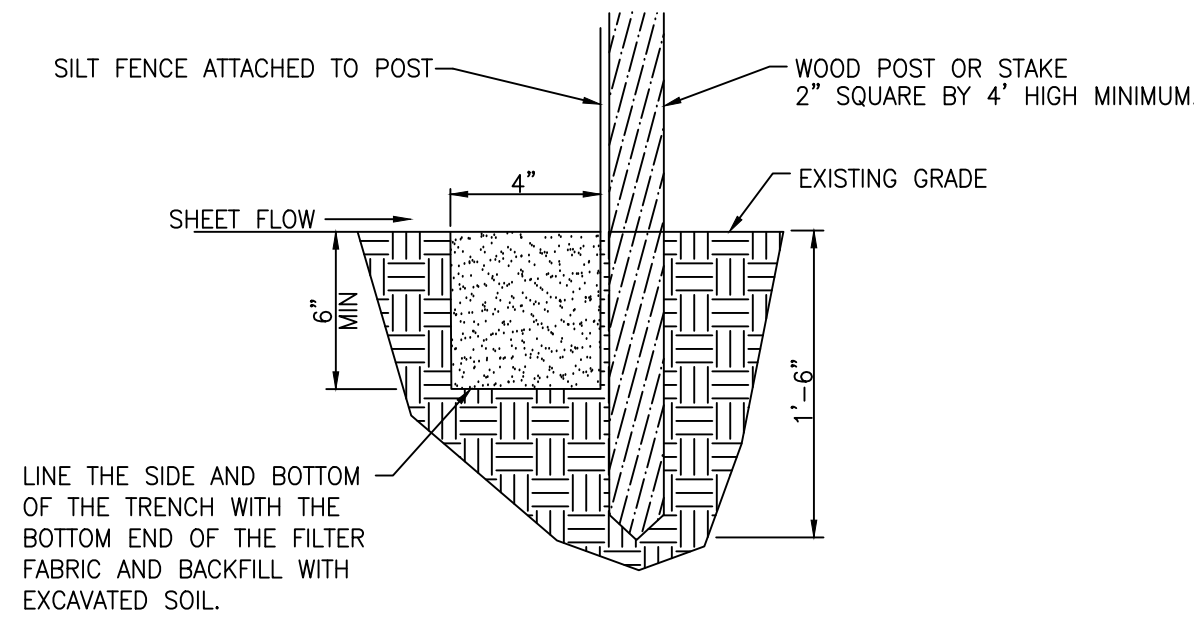
SHEET	12
10	SHEETS

Notes:

1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.
2. THE CONTRACTOR SHALL REMOVE LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER, FROM THE SITE ON A DAILY BASIS, OR AS A MINIMUM, PRIOR TO ANY ANTICIPATED STORM EVENT; OR OTHERWISE PREVENT SUCH MATERIAL FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.
3. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLE WILL ENTER OR EXIT THE SITE. VEHICLE TRACKING CONTROL FACILITIES, SILT FENCE, AND INLET PROTECTION WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY FOR PHASING OF THE WORK, UNTIL ALL WORK IS COMPLETE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS CLEAN OF DEBRIS FROM TRAFFIC FROM THE SITE. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, THE CONTRACTOR SHALL REMOVE OFF-SITE ACCUMULATIONS OF SEDIMENT IMMEDIATELY TO MINIMIZE OFF SITE IMPACTS. AT NO TIME SHALL SEDIMENT BE WASHED DOWN UNPROTECTED INLETS INTO THE PUBLIC STORM SEWER SYSTEM.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DRAINAGE AND EROSION CONTROL FACILITIES AS REQUIRED, AND SHALL REMOVE SEDIMENT FROM SEDIMENT TRAPS OR PONDS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
6. EXCEPT AS PROVIDED IN (A), (B), AND (C) BELOW, THE CONTRACTOR SHALL INITIATE STABILIZATION MEASURES AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
 - (A)WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
 - (B)WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE A TO BE INITIATED ON THAT PORTION OF THE SITE.
 - (C) IN ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 0-10 INCHES), SEMI-ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 10-20 INCHES), AND AREAS EXPERIENCING DROUGHTS WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED IS PRECLUDED BY SEASONAL ARID CONDITIONS, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
7. EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING IS IN PLACE, EROSION CONTROL STRUCTURES BELOW SEEDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATION. EROSION CONTROL IN PROPOSED PAVED AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.
8. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED OR SEEDED PER PLAN.
9. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORSEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE LOCAL JURISDICTION MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ANY NECESSARY CHANGES AND POSTING ANY UPDATES TO THE PLANS AND RECORDING CHANGES IN THE STORMWATER POLLUTION PLAN DOCUMENT.
10. THIS PLAN IS ONLY TO BE USED FOR INSTALLATION OF EROSION CONTROL FACILITIES. DO NOT USE THIS PLAN FOR FINISH GRADING OR STORM SEWER CONSTRUCTION.
11. THE CONTRACTOR SHALL AMEND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WHENEVER:
 - THERE IS A CHANGE IN DESIGN, CONSTRUCTION OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN;
 - INSPECTIONS OR INVESTIGATIONS BY SITE OPERATORS, LOCAL, STATE, OR FEDERAL OFFICIALS INDICATE THE SWPPP IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES IDENTIFIED UNDER PART III.D.1 OF THE PERMIT, OR IS OTHERWISE NOT ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY; AND
 - A NEW CONTRACTOR AND/OR SUBCONTRACTOR WILL IMPLEMENT A MEASURE OF THE SWPPP IN ORDER TO IDENTIFY THEIR ROLE AND RESPONSIBILITY FOR THE SWPPP. AMENDMENTS TO THE PLAN MAY BE REVIEWED BY THE EXECUTIVE SECRETARY (OR AUTHORIZED REPRESENTATIVE) IN THE SAME MANNER AS PART III.B.2 OF THE PERMIT.
12. THE CONTRACTOR SHALL KEEP A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED, AND INCLUDE THIS INFORMATION IN THE SWPPP.
13. THE CONTRACTOR SHALL NOTE THAT FLUCTUATIONS OF THE GROUNDWATER TABLE MAY OCCUR DUE TO VARIOUS FACTORS NOT EVIDENT AT THE TIME OF PREPARATION OF THIS PLAN. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY DEWATERING PERMITS REQUIRED FOR THE PROJECT.
14. THE PROJECT SITE IN IN FLOOD ZONE "X" WHICH DENOTES AREAS OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD.
15. THERE ARE NO SURFACE WATER FEATURES LOCATED ON THIS SITE.
16. THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA. EMPLOYEES BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. THE CONTRACTOR SHALL CONTAIN AND TREAT ALL LEAKS AND SPILLS FROM ANY EQUIPMENT OR FACILITIES.
17. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE. CONCRETE TRUCK WASHING SHALL BE DONE AT THE LOCATION SHOWN.
18. MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS TO CONTAIN AND CLEANUP FUEL OR CHEMICAL SPILLS AND LEAKS.
19. FUGITIVE DUST BLOWING FROM THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.
20. NO RUBBISH, TRASH, GARBAGE, OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
21. ALL MEASURES PRESENTED IN THE SWPPP SHALL BE INITIATED AS SOON AS PRACTICABLE.
22. IF THE GRAVEL CONSTRUCTION ENTRANCES ARE NOT EFFECTIVE IN REMOVING THE MAJORITY OF DIRT OR MUD FROM THE TIRES OF THE CONSTRUCTION VEHICLES, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER THE PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
23. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
24. IF SOIL STOCKPILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.
25. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT.
27. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR STORM DRAIN CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
28. THE CONTRACTOR SHALL POST THESE PLANS AND THE SWPPP IN THE JOB TRAILER, LOG ALL CHANGES, AND UPDATE PLANS AND THE SWPPP AS REQUIRED.
29. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMPs) AND CONFORM TO ALL CITY AND STATE REQUIREMENTS FOR EROSION CONTROL AND STORM WATER PROTECTION.
30. IN THE UNLIKELY EVENT THAT A PHASE DOES NOT IMPROVE ACCESS AND/OR AN ACCESS ROAD IS CONSTRUCTED, BEST MANAGEMENT PRACTICES SHALL BE APPLIED IN ANY TEMPORARY OR PERMANENT STRUCTURES OR ACCESS POINTS.
31. THE CONTRACTOR SHALL COMPLETE WEEKLY INSPECTION FORMS FOR THE CITY'S RECORDS, COVERING WEEKLY INSPECTIONS AND MAINTENANCE.
32. EXISTING PERIMETER FENCING TO ACT AS CONSTRUCTION FENCING. IF PERIMETER FENCING IS REMOVED, A CONSTRUCTION SHALL BE INSTALLED UNTIL A NEW FENCE OR WALL IS CONSTRUCTED.



Perspective View



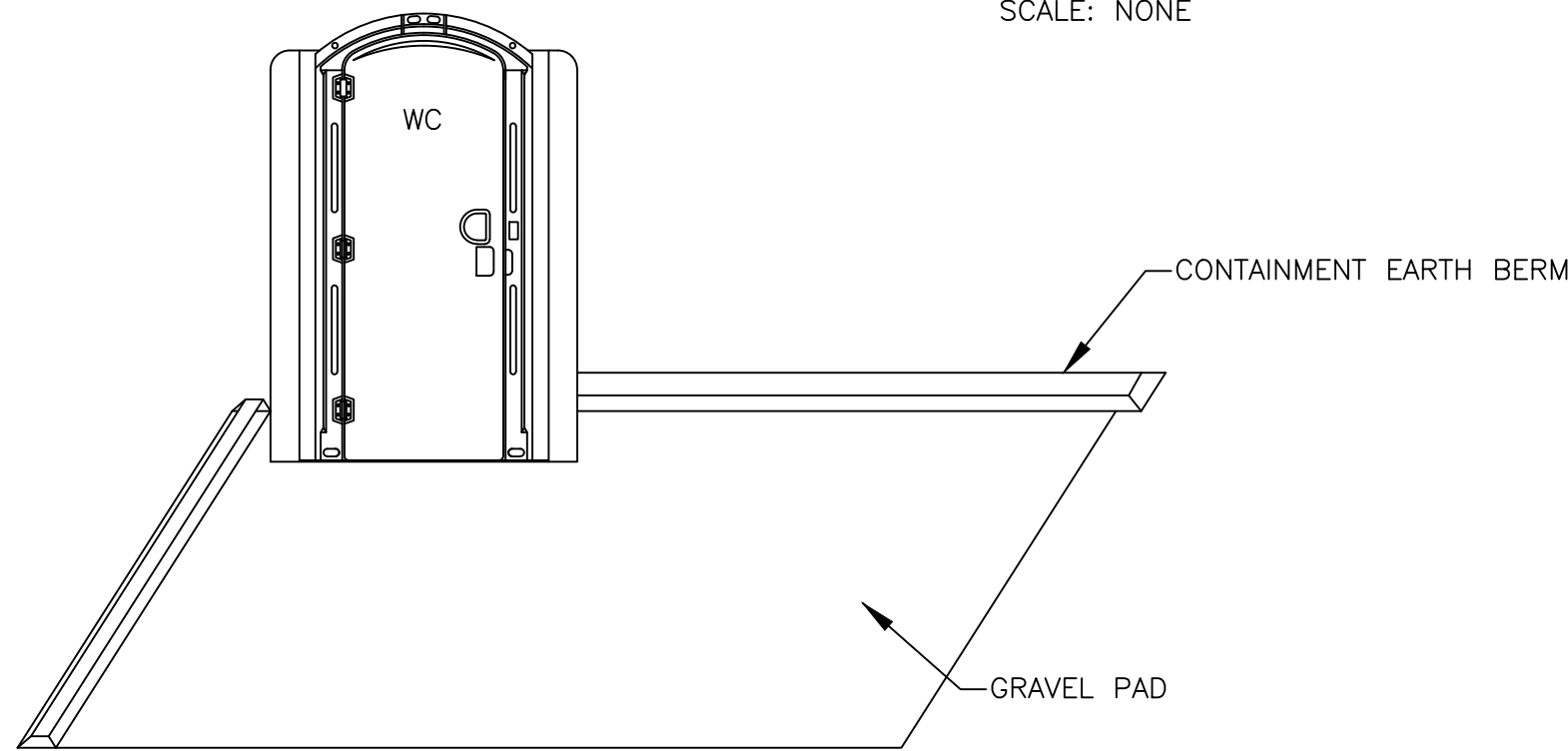
Section

Silt Fence Notes:

1. WHERE POSSIBLE, LAYOUT THE SILT FENCE 5' TO 10' BEYOND THE TOE OF THE SLOPE.
2. ALIGN THE FENCE ALONG THE CONTOUR AS CLOSE AS POSSIBLE.
3. WHEN EXCAVATING THE TRENCH, USE MACHINERY THAT WILL PRODUCE NO MORE THAN THE DESIRED DIMENSIONS.
4. AVOID USING JOINTS ALONG THE FENCE AS MUCH AS POSSIBLE. IF A JOINT IS NECESSARY, SPLICE THE SILT FENCE AT A POST WITH A 6" OVERLAP AND SECURELY FASTEN BOTH ENDS TO THE POST.
5. MAINTAIN A PROPERLY FUNCTIONING SILT FENCE THROUGHOUT THE DURATION OF THE PROJECT OR UNTIL DISTURBED AREAS HAVE BEEN VEGETATED.
6. REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA.
7. WHEN PLACING FENCE ON SLOPES STEEPER THAN 2:1 SEE SWPPP REPORT.

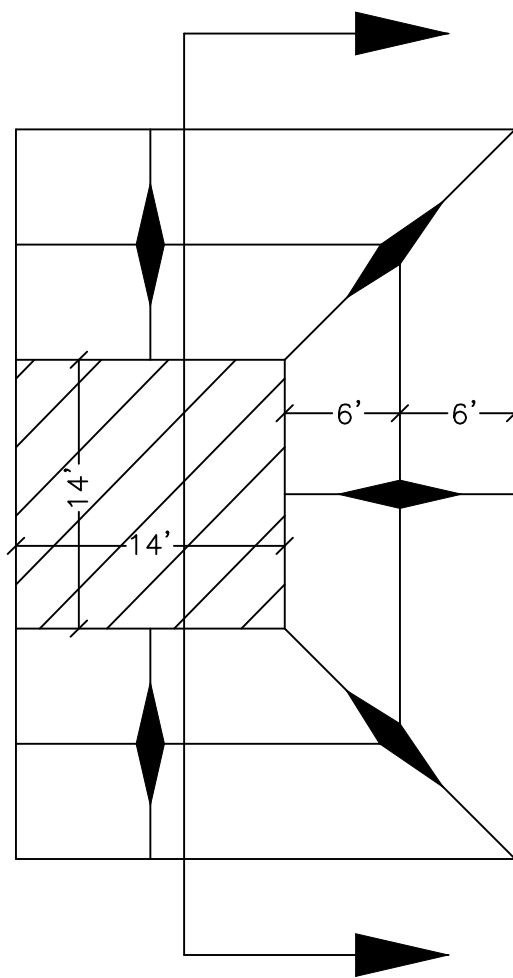
Silt Fence Detail

SCALE: NONE



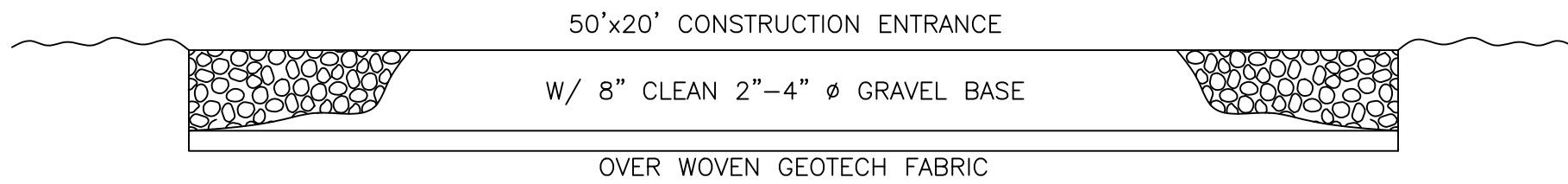
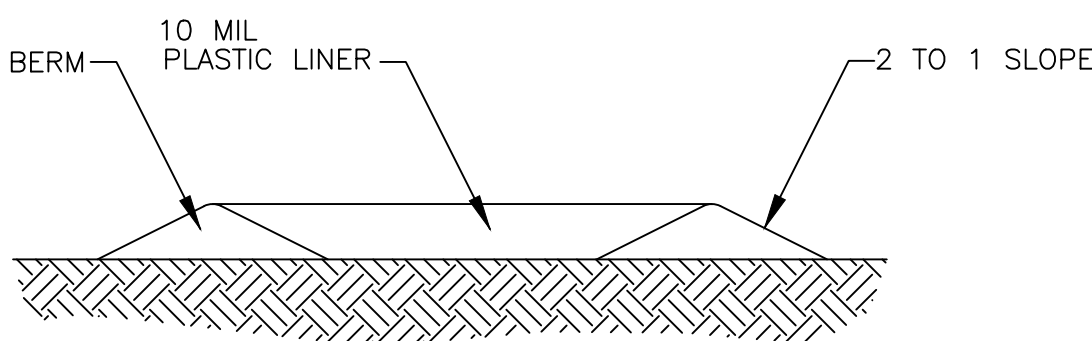
Portable Toilet

SCALE: NONE

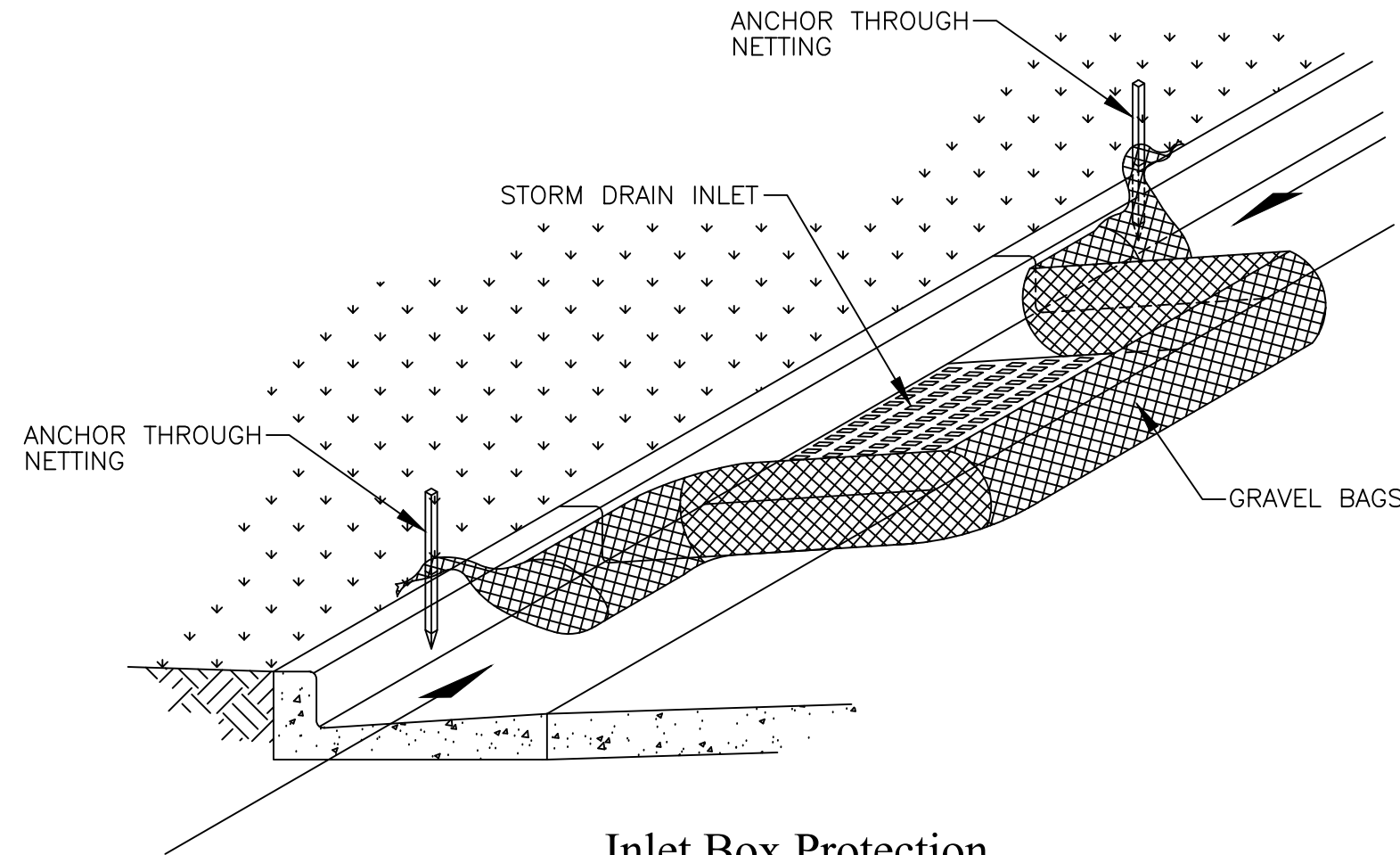


Concrete Washout Area
w/ 10 mil Plastic Liner

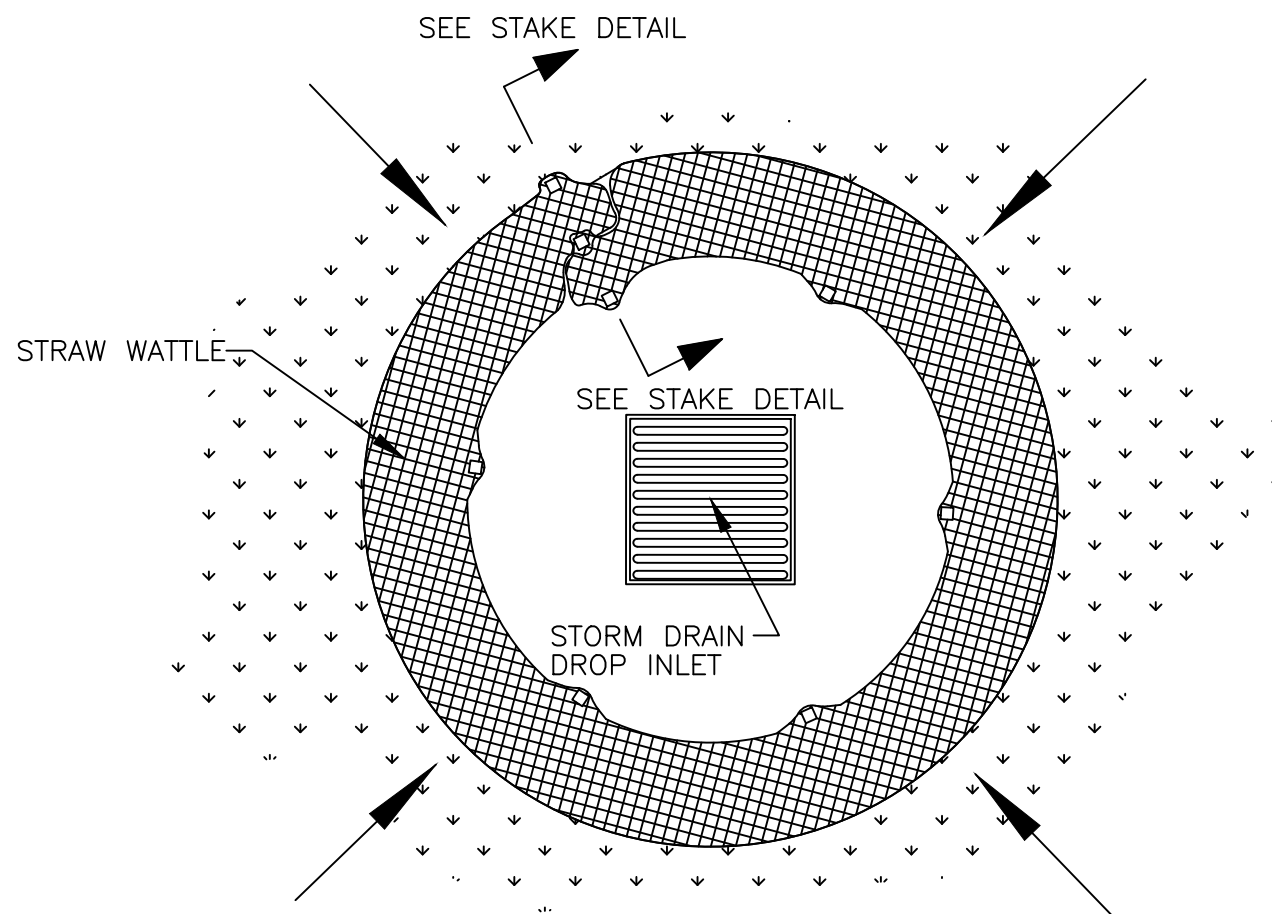
SCALE: NONE



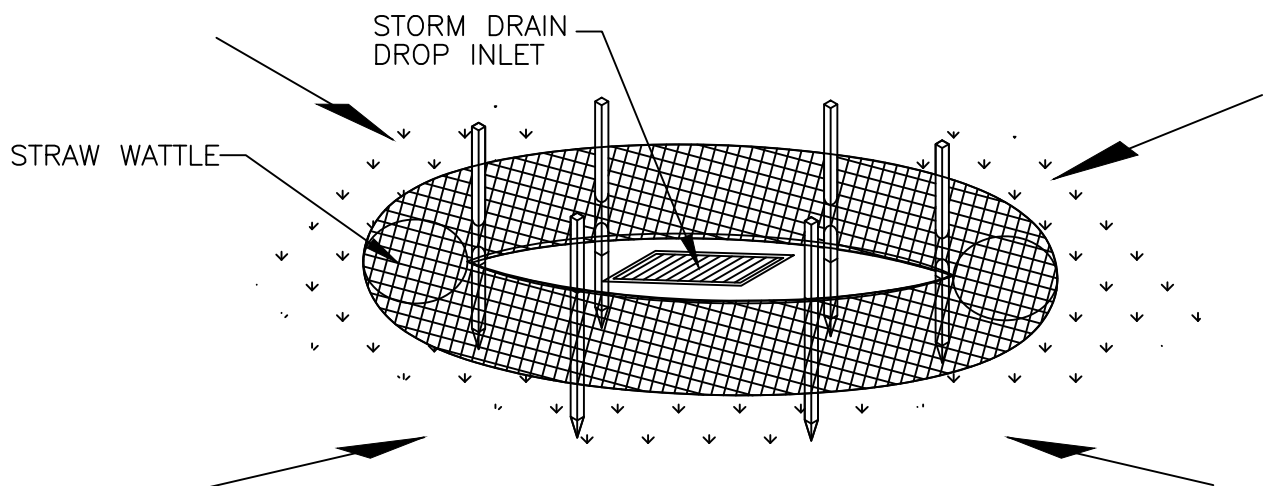
Cross Section 50' x 20' Construction Entrance



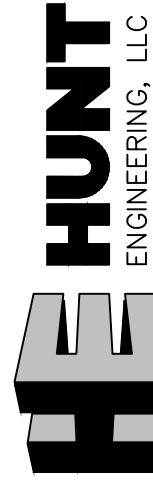
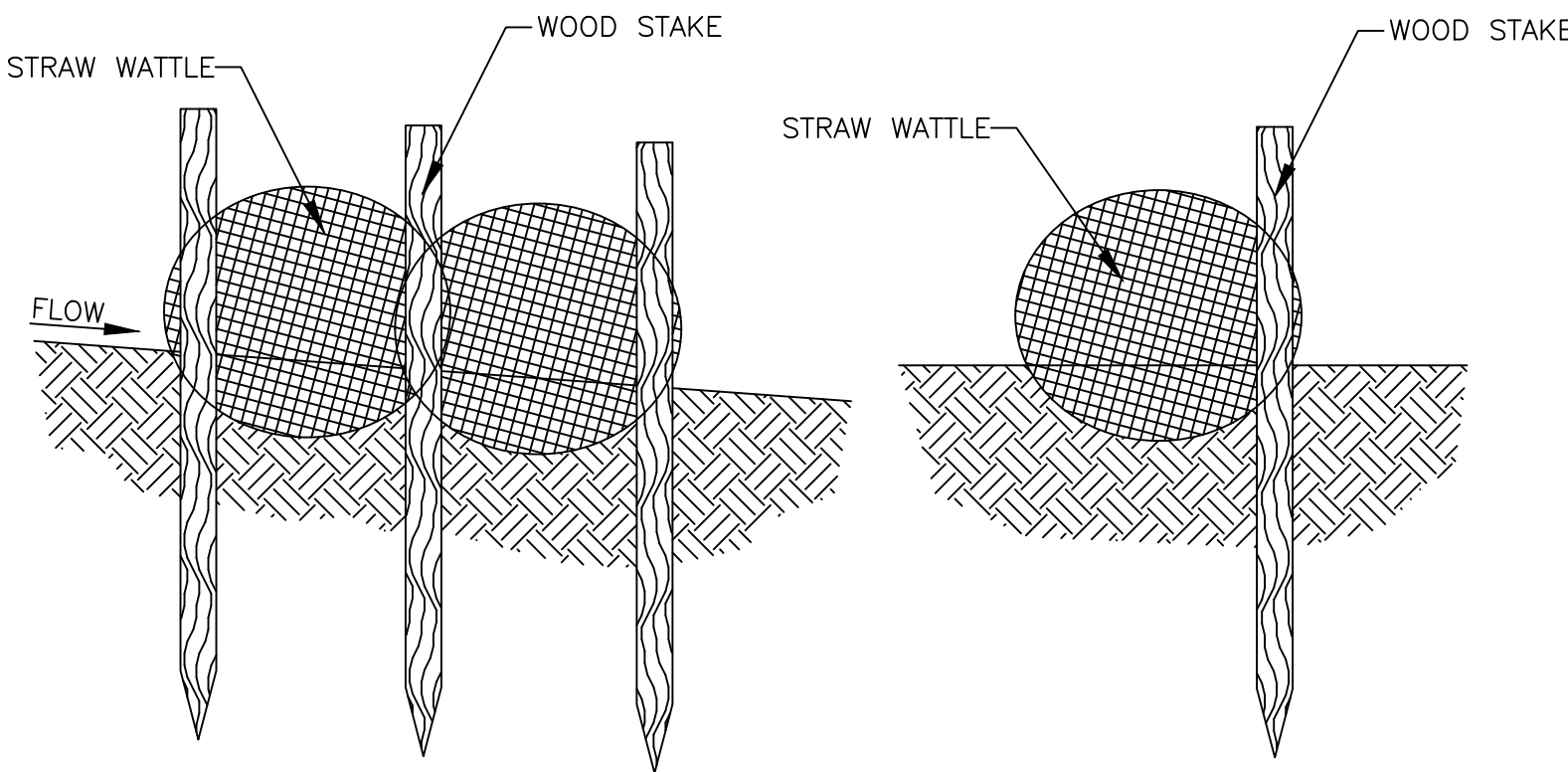
Inlet Box Protection



Plan View



Drop Inlet Protection

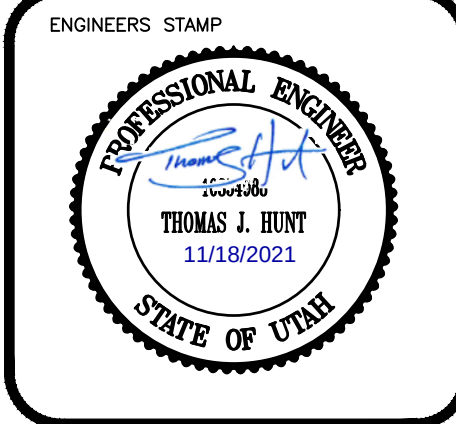


HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.684.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

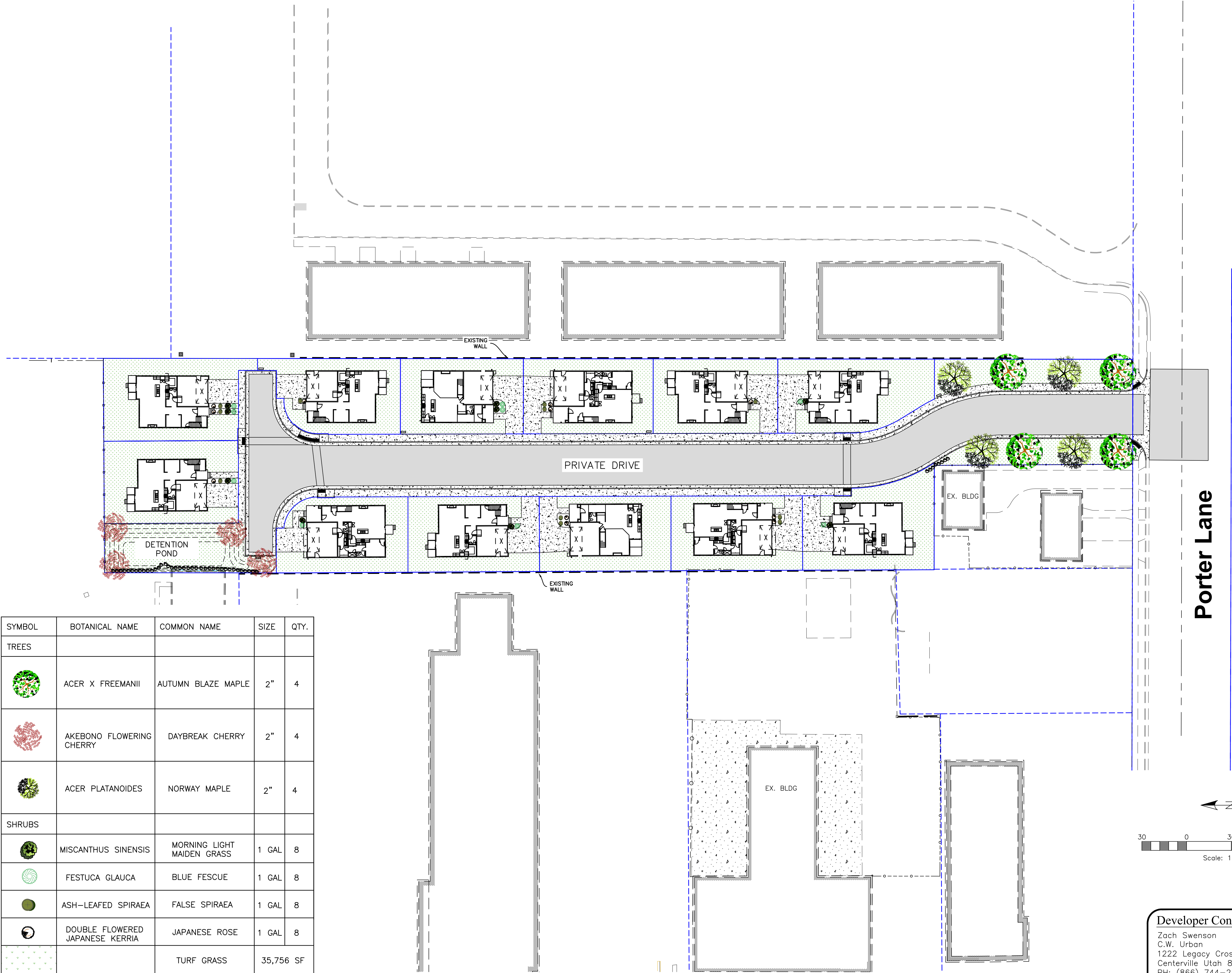
SWPPP Details

SDSD Comments	10/21
Revisions	Date



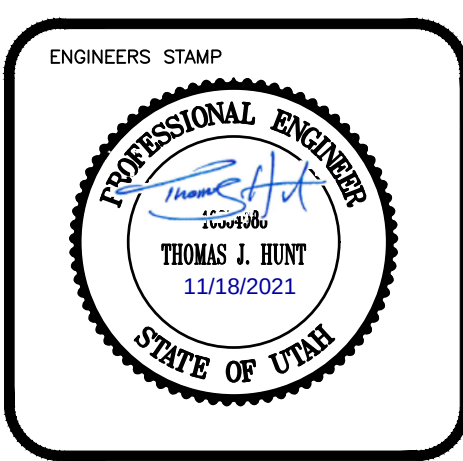
PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

SHEET	12
11	SHEETS



SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES				
	ACER X FREEMANII	AUTUMN BLAZE MAPLE	2"	4
	AKEBONO FLOWERING CHERRY	DAYBREAK CHERRY	2"	4
	ACER PLATANOIDES	NORWAY MAPLE	2"	4
SHRUBS				
	MISCANTHUS SINENSIS	MORNING LIGHT MAIDEN GRASS	1 GAL	8
	FESTUCA GLAUCA	BLUE FESCUE	1 GAL	8
	ASH-LEAFED SPIRAEA	FALSE SPIRAEA	1 GAL	8
	DOUBLE FLOWERED JAPANESE KERRIA	JAPANESE ROSE	1 GAL	8
		TURF GRASS	35,756 SF	

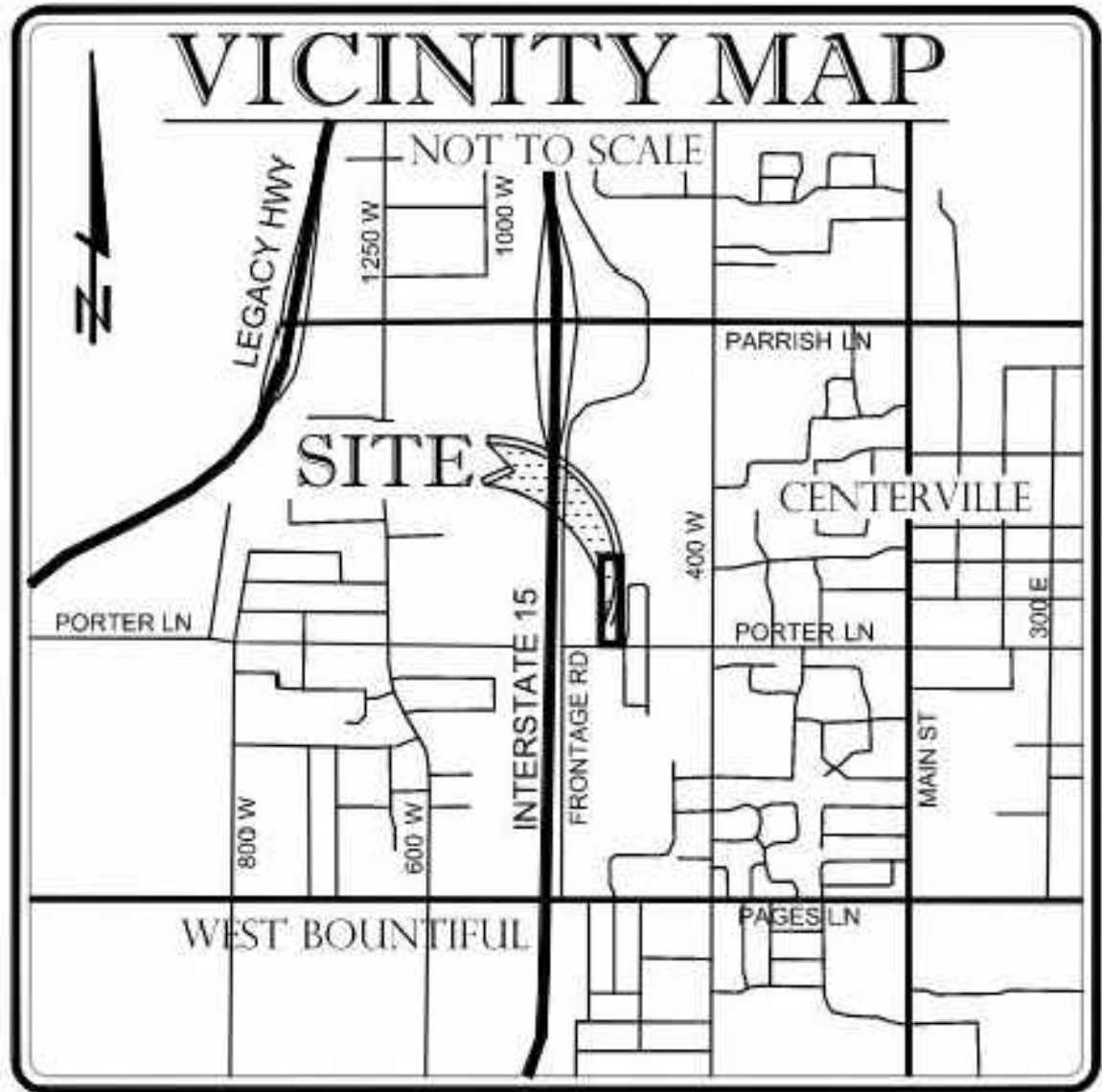
SDSD Comments	10/21
Revisions	Date



PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

Developer Contact:

Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489



THE LANE SUBDIVISION PLAT

LOCATED IN THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021

FOUND DAVIS COUNTY SURVEYOR
BRASS CAP MONUMENT NORTH
QUARTER CORNER, SECTION 18,
TOWNSHIP 2 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

LEGEND	
PROPERTY LINE	_____
ROAD CENTERLINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
SECTION CORNERS	_____
RECORD CALLS	()
COMMON AREA & PUBLIC UTILITY EASEMENT	_____

ADDRESSES	
LOT 1:	
LOT 2:	
LOT 3:	
LOT 4:	
LOT 5:	
LOT 6:	
LOT 7:	
LOT 8:	
LOT 9:	
LOT 10:	
LOT 11:	
LOT 12:	

Parcel Line Table		
Line #	Length	Direction
L1	11.50	N0° 08' 33.36"W
L2	0.50	S88° 50' 35.82"W
L3	5.01	S0° 19' 44.26"E
L4	28.40	S89° 56' 50.00"E
L5	0.50	S0° 51' 10.76"W
L6	8.86	N89° 56' 50.00"W
L7	8.14	N89° 59' 48.28"W
L8	0.51	N0° 00' 11.72"E
L9	12.75	N0° 02' 51.83"E
L10	12.75	N0° 03' 24.88"E
L11	18.69	S89° 57' 26.58"E
L12	4.99	N0° 16' 02.84"W
L13	0.50	N45° 29' 20.23"W
L14	7.18	N0° 08' 33.36"W
L15	0.50	N89° 51' 26.64"E
L16	0.50	N89° 51' 26.64"E

NOTE:
1. ALL COMMON AREA SHALL BE A PUBLIC UTILITY EASEMENT.
2. THE LOWEST FINISHED FLOOR ELEVATION SHALL BE 4252.00.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	1.65	27.50	3.43	S88° 13' 56"E	1.65
C2	33.59	22.50	85.53	S42° 54' 20"E	30.55
C3	17.15	22.00	44.65	N22° 11' 03"E	16.72
C4	35.36	64.50	31.41	N15° 50' 47"W	34.92
C5	10.98	106.50	5.91	N28° 35' 46"W	10.98
C6	55.14	101.50	31.13	S15° 59' 15"E	54.46
C7	17.91	22.50	45.61	N67° 19' 01"E	17.44

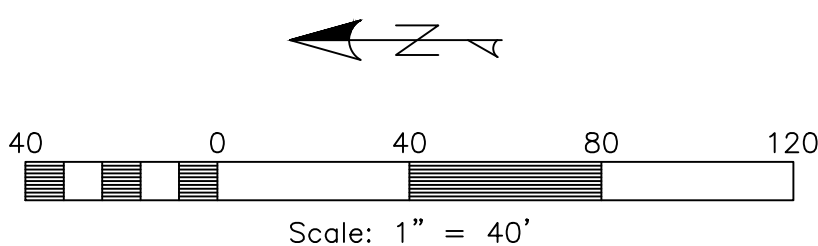
BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY WAS
ESTABLISHED USING FOUND MONUMENTS LOCATED AT THE
WITNESS CORNER TO THE NORTHWEST CORNER AND THE
NORTH QUARTER CORNER TO SECTION 18, TOWNSHIP 2
NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AS
SHOWN ON THIS SUBDIVISION PLAT.

THIS PROJECT IS LOCATED IN
THE FEMA FLOOD ZONE X.

BASEMENT DEPTH TABLE

LOT	MIN. TOP OF FLOOR SLAB ELEVATION	TOP OF FLOOR SLAB DEPTH BELOW TOP BACK OF CURB (FEET)
1	4252.00	3.5'
2	4252.00	3.0'
3	4252.00	2.75'
4	4252.00	2.75'
5	4252.00	3.0'
6	4252.35	2.75'
7	4252.35	3.0'
8	4252.00	3.25'
9	4252.00	2.75'
10	4252.00	2.75'
11	4252.00	3.0'
12	4252.00	3.5'



Dominion Energy

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY DOMINION ENERGY.

CHAIRMAN

Rocky Mountain Power

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

City Engineer's Approval

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY CENTERVILLE CITY ENGINEER.

CITY ENGINEER

City Attorney's Approval

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY CENTERVILLE CITY ATTORNEY.

CITY ATTORNEY

Planning Commission

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY THE CENTERVILLE CITY PLANNING AND ZONING COMMISSION.

CHAIRMAN

City Council Acceptance

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY THE CENTERVILLE CITY COUNCIL.

CITY RECORDER

Surveyor's Certificate

I, MICHAEL L. WANGEMANN, DO HEREBY CERTIFY THAT I AM A
PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6431156,
AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER
CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF
THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERON, AND
HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER
WITH EASEMENTS, HEREAFTER TO BE KNOWN AS: THE LANE SUBDIVISION
AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED
ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: _____ MICHAEL L. WANGEMANN
LICENSE NO. 6431156

Boundary Description

A TRACT OF LAND LOCATED IN THE NORTHWEST CORNER OF SECTION 18,
TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 18, SAID POINT
BEING NORTH 89°40'15" EAST ALONG SAID SECTION LINE 687.29 FEET FROM
THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1
EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH
00°03'10" EAST 125.40 FEET; THENCE NORTH 89°40'15" EAST 143.75 FEET
TO THE WEST LINE OF CENTERVILLE MARKETPLACE SUBDIVISION PHASE 2 AS
RECORDED WITH ENTRY NO. 1378702 IN BOOK 2235 AT PAGE 350 DAVIS
COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°03'10" WEST ALONG THE
WEST LINE 45.40 FEET TO THE NORTHWEST CORNER OF PORTER WALTON
TOWNHOMES P.U.D. AS RECORDED WITH ENTRY NO. 2916378 IN BOOK 6434
AT PAGE 783 DAVIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°03'05"
WEST ALONG THE WEST LINE OF SAID PORTER WALTON TOWNHOMES P.U.D.
645.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PORTER LANE; THENCE
NORTH 89°52'05" WEST 70.00 FEET; THENCE NORTH 00°12'21" WEST 164.23
FEET; THENCE NORTH 00°19'45" WEST 266.81 FEET TO THE POINT OF
BEGINNING.

CONTAINS 88,895.79 SQ/FT OR 2.04 ACRES

Owners Dedication:

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF
LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND
COMMON SPACE AS SHOWN ON THIS PLAT, AND NAME SAID TRACT:

THE LANE SUBDIVISION

THIS SHALL WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST
ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS
WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION
OF STREETS.

THE LANE HOME OWNERS ASSOCIATION WILL MAINTAIN OWNERSHIP OF ALL
OPEN SPACES, INCLUDING THE DETENTION BASIN.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUT HANDS THIS
DAY OF _____ A.D. 20 ____.

NAME HERE _____

Corporate Acknowledgement:

STATE OF UTAH
COUNTY OF DAVIS

ON THIS _____ DAY OF _____, IN THE YEAR 20____, PERSONALLY
APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY
KNOWN TO ME (OR PROVEN ON THE BASES OF SATISFACTORY EVIDENCE)
AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE
_____ OF _____ AND THAT SAID
DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID *CORPORATION BY
AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS),
AND SAID _____ ACKNOWLEDGED TO ME THAT SAID
*CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARY SIGNATURE)

NOTES:
1) COMMON SPACE AREA IS OWNED AND MAINTAINED BY THE LANE'S HOME
OWNERS ASSOCIATION (HOA). THE HOA CANNOT MODIFY THE DETENTION
BASIN WITHOUT WRITTEN PERMISSION FROM CENTERVILLE CITY, UT.
2) THE HOA IS RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING
WITHIN THE COMMON SPACE AREA.
3) THE COMMON SPACE AREA IS PERPETUALLY COMMON AND THERE SHALL
BE NO FUTURE DEVELOPMENTS IN THIS AREA.
4) SNOW REMOVAL ON PARCEL A WILL BE THE RESPONSIBILITY OF THE
HOA.
5) THE COMMON SPACE AREA IS PERMANENTLY RESTRICTED FROM FUTURE
DEVELOPMENT AND SHOWN ON THE SUBDIVISION PLAT AS PERPETUALLY
COMMON.

Davis County Recorder

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORDER AND RECORDED THIS _____ DAY OF _____,
20____. AT _____ IN BOOK _____ PAGE _____

DAVIS COUNTY RECORDER

BY: _____
DEPUTY RECORDER

E 3433079 B 7880 P 717-725
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/04/2021 01:14 PM
FEE \$40.00 Pgs: 9
DEP RTT REC'D FOR C W URBAN

AFTER RECORDING, RETURN TO:

CW URBAN, LLC
Attn: Urban Development
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Parcel No.: A portion of 02-026-0071

**TERMINATION OF EXISTING EASEMENT AND GRANT OF
ACCESS AND UTILITY EASEMENT AGREEMENT**

THIS TERMINATION OF EXISTING EASEMENT AND GRANT OF ACCESS AND UTILITY EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the date set forth on the signature page by and between **Hadley Properties, LLC**, a Utah limited liability company, and assigns, successors, or heirs ("**Grantor**") and **CW Urban, LLC**, a Utah limited liability company, and assigns, successors, or heirs ("**Grantee**") (the Parties may be referred to herein collective as the "**Parties**" or each individually as a "**Party**").

RECITALS

WHEREAS, Grantor is the fee simple owner of that certain parcel real property located in Centerville City ("**City**"), Davis County ("**County**"), State of Utah more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Grantor Property**");

WHEREAS, Grantee is the fee simple owner of those certain parcels real property located adjacent to the Grantor Property and in the City, and more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference ("**Grantee Property**");

WHEREAS, Grantor and Grantee initially entered into that certain Access and Utility Easement Agreement recorded in the office of the Davis County Recorder on September 20, 2021, as Entry No. 3420190, in Book 7847, on Pages 2838-2845 (the "**Initial Utility Easement**");

WHEREAS, the Initial Utility Easement contained an incorrect description of the easement area and did not clearly establish that Grantor granted to Grantee an easement through the existing utility infrastructure on the Grantor Property to connect to the City's utility infrastructure in the Frontage Road;

WHEREAS, Grantee desires to construct utility infrastructure from the Grantee Property to the existing detention basin located on the Grantor Property (the "**Grantee Utility Improvement**");

WHEREAS, Grantee desires to connect the Grantee Improvement to Grantor's existing utility infrastructure located on the Grantor Property to discharge storm drain runoff through the Grantor Property to the City's infrastructure in the Frontage Road located West and adjacent to the Grantor Property (the "**Utility Improvement Connection**"); and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive access and utility easement in perpetuity across a portion of the Grantor Property to enable Grantee to (i) construct the Grantee Utility Improvement, and (ii) connect to and utilize the Utility Improvement Connection for the discharge of storm

drain runoff from the Grantee Property through the Grantor Property to the existing City infrastructure in the Frontage Road.

NOW, THEREFORE, for and in consideration of the terms and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Termination of Initial Easement. Upon mutual execution and recordation of this Agreement in the office of the Davis County Recorder, the Initial Easement shall be deemed automatically terminated, abandoned, vacated, and have no further force nor effect without the need of either party thereto to execute and record any additional instruments.

2. Grant and Purpose of Easement. Grantor hereby grants and conveys a non-exclusive and perpetual access and utility easement (the “**Easement**”) upon, over, under, through, and across the Grantor Property (the “**Easement Area**”) for the construction of the Grantee Utility Improvement and the use of Utility Improvement Connection for the discharge of storm drain runoff from the Grantee Property through the Grantor Property to the existing City infrastructure in the Frontage Road. Grantor additionally grants and conveys to Grantee, or Grantee’s successors, heirs, assigns, agents, contractors, subcontractors, or any other similarly situated entity or person necessary for the construction and connection of the Grantee Utility Improvement and the Utility Improvement Connection (collectively, the “**Grantee Parties**”), the right of vehicular and pedestrian ingress and egress upon the Grantor Property for the purpose of the location, construction, maintenance, use, installation, removal, and repair of the Utility Improvement. The Easement Area is further described and graphically depicted on **Exhibit C** attached hereto and incorporated herein by this reference.

3. Shared, Non-exclusive Use. Exclusive use of the Easement Area is not hereby granted by the Grantor. Instead, Grantor expressly reserves to itself, and any and all subsequent owners, users, licensees, invitees, guests, and other related parties, the full and unrestricted right to use the Easement Area, subject to the permitted use granted to Grantee under Section 2 above.

4. Easement Area; Maintenance and Repairs. As soon as commercially reasonably following completion of the Grantee Utility Improvement, Grantee and the Grantee Parties, shall restore the Easement Area to the same or better condition as existed prior to installation of the Grantee Improvement. Upon completion and connection of the Grantee Improvement to the Utility Improvement Connection, Grantee shall be obligated to perform all maintenance and repair activities related to the Grantee Improvement and otherwise confirm that said Grantee Improvement remains in a good condition and in compliance with applicable City, County, and other related regulations.

5. Default. A defaulting party (the “**Defaulting Party**”) shall have ten (10) days following receipt of written notice from the other Party (the “**Nonbreaching Party**”), which notice shall specifically describe the default(s) to cure the same (the “**Cure Period**”); provided, however, if such default cannot be cured prior to expiration of the Cure Period, then so long as the Defaulting Party commences such cure within the Cure Period and thereafter diligently pursues the same to completion, the Cure Period shall automatically be extended for a reasonable period of time (not to exceed sixty (60) days after the original notice) to permit the Defaulting Party to cure the same. Failure to cure any described default(s) shall entitle the Nonbreaching Party to any remedies available at law or in equity including, but not limited to, specific performance, reasonable expenses, attorney fees and costs.

6. Waiver. The failure of a Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies

that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other Party.

7. No Joint Venture; Merger. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the Parties. This Agreement contains the entire agreement and understanding between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

8. Amendment and Termination. Except for a permitted assignment as set forth in Section 10 below, this Agreement may not be amended or modified except with the written consent of the Parties duly recorded in the office of the Davis County Recorder.

9. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. This Agreement shall be recorded in the records of the Davis County Recorder.

10. Successors and Assigns; Run with the Land. All of the provisions in this Agreement, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Grantee shall have the unilateral right to assign its rights, duties, and obligations to a party under common control and ownership with Grantee. All obligations of each Party under this Agreement, if more than one person or entity is the successor or assign of such Party, shall be jointly and severally binding on each such person or entity. The covenants agreed to and the restrictions imposed herein shall continue as a servitude running in perpetuity with the Grantor and Grantee's respective properties and shall survive any death or termination of any Party's existence. The easements, agreements, duties, responsibilities, and covenants herein contained shall be easements and covenants running with the land.

11. No Third-Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim, or cause of any by any third-party against any Party to this Agreement.

12. Authority of Signatory. Each person executing this Agreement certifies that he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she is signing, and that the person has the authority to bind said Party to the terms of this Agreement.

13. Independent Provisions. If any provision herein is held invalid or unenforceable by a court of competent jurisdiction, such a finding shall not affect the validity of the remainder of the Agreement, the Parties hereto hereby stipulate that all provisions contained herein are severable and independent.

14. Counterparts. This Agreement and any originals of exhibits referred to herein may be executed in two (2) or more counterparts, each of which (when the original signatures are affixed together with the applicable acknowledgement) shall be an original but all of which shall constitute one and the same instrument.

15. Miscellaneous.

a. The paragraph and other headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Agreement;

b. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. Further, the masculine gender shall include the female gender and neutral, and vice versa;

c. The recital paragraphs set forth above are expressly incorporated in this Agreement by this reference;

d. This Agreement represents the wording selected by the Parties to define the Agreement and no rule of strict construction shall apply against either Party. Each Party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Agreement. The words "hereof," "hereto," "herein," and "hereunder" are words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

e. References herein to Paragraphs and Exhibits shall be construed as references to Paragraphs and Exhibits of this Agreement, and any amendments hereto, unless the context otherwise requires.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the 3rd day of November, 2021.

GRANTOR

Hadley Properties, LLC,
a Utah limited liability company

By: _____

Name: SHARIF R. HADLEY

Title: Mgr Member ✓

STATE OF UTAH)

)

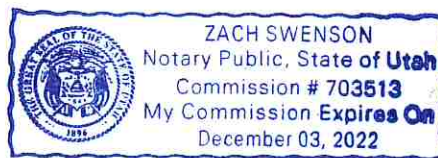
COUNTY OF Davis)

§

On this 3rd day of November, 2021, personally appeared before me Sharif Hadley, to me known to be the Managing Member of Hadley Properties, LLC, a Utah limited liability company, the limited liability company that executed the within the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he / she was duly authorized to execute said instrument on behalf of said limited liability company.

Witness my hand and official seal.

Zach Swenson
(notary signature)



(seal)

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the 4th day of November, 2021.

GRANTEE

CW Urban, LLC,
a Utah limited liability company

By: Darlene Carter

Name: Darlene Carter

Title: Manager

STATE OF UTAH)

§

COUNTY OF DAVIS)

On this 4th day of November, 2021, personally appeared before me Darlene Carter, to me known to be the Manager of CW Urban, LLC, a Utah limited liability company, the limited liability company that executed the within the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that she was duly authorized to execute said instrument on behalf of said limited liability company.

Witness my hand and official seal.

[Signature]
(notary signature)

(seal)



EXHIBIT A
Grantor Property

BEG AT A PT N 89°40'15" E ALG THE SEC LINE 687.285 FT & N 0°03'10" E 35.40 FT FR THE NW COR OF SEC 18-T2NR1E, SLM; & RUN TH S 89°40'15" W 342.20 FT TO THE E'LY LINE OF THE UTAH STATE HWY DEPARTMENT FRONTAGE RD; TH N 2°51'00" E ALG SD E LINE 391.68 FT; TH S 89°06'27" E 466.89 FT; TH S 0°03'10" W 291.11 FT; TH S 89°40'15" W 143.77 FT; TH S 0°03'10" W 90.0 FT TO THE POB.

CONT. 3.937 ACRE

Parcel No. 02-026-0071 (for reference purposes only)

EXHIBIT B
Grantee Property

03-001-
BEG ON N LINE OF A STR 564.68 FT, M/L, S & 757.285 FT E FR THE NW COR OF SEC 18-T2N-R1E, SLM; TH E ALG N LINE STR 58 FT, M/L, TO E LINE OF PPTY CONV IN 746-632; TH N 441.98 FT, TH W 128 FT; TH S 308.68 FT, TH E 70 FT, TH S 133 FT TO THE POB. CONT. 1.085 ACRES. ALSO, BEG ON THE N LINE OF PORTERS LANE AT A PT N 89°40' E ALG THE SEC LINE 831.05 FT & S 0°03'10" W 564.74 FT FR THE NW COR OF SEC 18-T2N-R1E, SLM; & RUN TH ALG BNDRY LINE AGMT 1833-298 N 0°03'10" E 690.14 FT TO THE N LINE OF GRANTORS LAND; TH W 143.56 FT, TH S 148.00 FT; TH E 114.49 FT; TH S 543.98 FT TO THE N LINE OF PORTERS LANE; TH E 15.03 FT TO THE POB. CONT 0.70 ACRES. ALSO, BEG AT A PT WH IS N 89°40'15" E 831.05 FT ALG THE SEC LINE & S 0°03'10" W 38.36 FT ALG A BNDRY LINE AGMT LINE & S 89°40'15" W 29.02 FT FR THE NW COR OF SEC 18-T2N-R1W (S/B E), SLM; & RUN TH S 0°03'10" W 102.00 FT; TH S 89°40'15" W 113.81 FT TO THE GRANTOR'S W PPTY LINE; TH N 0°19'45" W 102.00 FT ALG SD LINE; TH N 89°40'15" E 114.49 FT TO THE POB. TOGETHER WITH A DESC ACCESS EASEMENT. CONT 0.27 ACRES. TOTAL ACREAGE 2.055 ACRES. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

CONT. 2.055 ACRE

Parcel No. 03-001-0214 (for reference purposes only)

EXHIBIT C
Easement Area

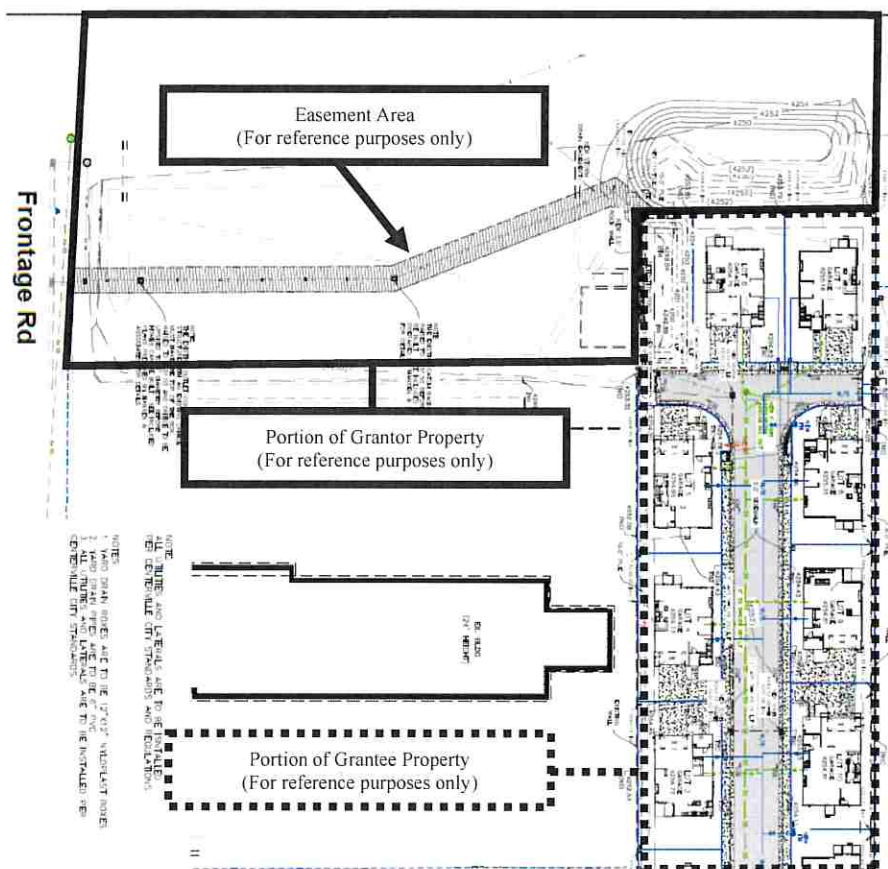
PREPARED BY: T.HUNT 10-08-2021 02-026-0071

15" STORM DRAIN EASEMENT LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 89°49'15" EAST 687.29 FEET ALONG THE SECTION LINE AND NORTH 00°03'10" EAST 115.41 FEET FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING:

NORTH 00°03'10" EAST 9.84 FEET;
THENCE NORTH 89°40'15" EAST 11.53 FEET;
THENCE NORTH 50°07'14" WEST 32.23 FEET;
THENCE SOUTH 68°33'45" WEST 145.91 FEET;
THENCE SOUTH 89°38'30" WEST 191.12 FEET;
THENCE SOUTH 02°51'00" WEST 15.02 FEET;
THENCE NORTH 89°38'30" EAST 194.75 FEET;
THENCE NORTH 68°33'45" EAST 139.81 FEET;
THENCE SOUTH 50°07'14" EAST 20.84 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,379 SQUARE FEET OR 0.123 ACRES MORE OR LESS.



WHEN RECORDED, RETURN TO:
CW The Lane, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE. 6
Centerville, UT 84014

RETURNED
OCT 18 2021

E 3428192 B 7867 P 2588-2590
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/18/2021 04:39 PM
FEE \$40.00 Pgs: 3
DEP RT REC'D FOR CW THE LANE LLC

Parcel No(s): 03-001-0178[✓] and 03-001-0179[✓]

LOT CONSOLIDATION DEED

CW The Lane, LLC, a Utah limited liability company of 1222 W. Legacy Crossing Blvd., STE. 6, Centerville, UT 84014 ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00), hereby grants, conveys, warrants, and executes this Lot Consolidation Deed to CW The Lane, LLC, a Utah limited liability company of 1222 W. Legacy Crossing Blvd., STE. 6, Centerville, UT 84014 ("Grantee") for the purpose of combining two adjacent parcels of real property located in Centerville City, Davis County, State of Utah (the "Parcels"), together with all improvements and fixtures thereon and all rights and privileges appurtenant thereto, including, without limitation, any appurtenant water rights:

See Attached **Exhibit A.**

Upon execution and recordation of this Lot Consolidation Deed in the office of the Davis County Recorder, Grantor and Grantee intend and desire that said parcels be consolidated into one parcel and one legal description for tax purposes.

Witness the hand of Grantor, this 18th day of October, 2021.

[Signature and Acknowledgement Follows]

GRANTOR

CW The Lane, LLC,
a Utah limited liability company

By: *[Signature]*

Name: *Darlene Carter*

Title: *Manager*

Darlene Carter

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this 18 day of October, in the year 2021, before me, Tony Hill a notary public, personally appeared DARLENE CARTER, proved on the basis of satisfactory evidence to be the person whose name is subscribed in this instrument, and acknowledged he executed the same.

Witness my hand and official seal.



[Signature]
NOTARY PUBLIC
Residing at: DAVIS COUNTY, UTAH

My Commission Expires:

05/07/2024

EXHIBIT A
Legal Description of the Parcels

Those certain parcels of real property located in Centerville City, Davis County, further described as follows:

Parcel Number 03-001-0178 ✓

BEG ON N LINE OF A STR 564.68 FT, M/L, S & 757.285 FT E FR THE NW COR OF SEC 18-T2N-R1E, SLM; TH E ALG N LINE STR 58 FT, M/L, TO E LINE OF PPTY CONV IN 746-632; TH N 441.98 FT, TH W 128 FT; TH S 308.68 FT, TH E 70 FT, TH S 133 FT TO THE POB. CONT. 1.085 ACRES

ALSO: BEG ON THE N LINE OF PORTERS LANE AT A PT N 89°40' E ALG THE SEC LINE 831.05 FT & S 0°03'10" W 564.74 FT FR THE NW COR OF SEC 18-T2N-R1E, SLM; & RUN TH ALG BNDRY LINE AGMT 1833-298 N 0°03'10" E 690.14 FT TO THE N LINE OF GRANTORS LAND; TH W 143.56 FT, TH S 148.00 FT; TH E 114.49 FT; TH S 543.98 FT TO THE N LINE OF PORTERS LANE; TH E 15.03 FT TO THE POB. CONT 0.70 ACRES

TOTAL ACREAGE 1.785 ACRES

Parcel Number 03-001-0179 ✓

BEG AT A PT WH IS N 89°40'15" E 831.05 FT ALG THE SEC LINE & S 0°03'10" W 38.36 FT ALG A BNDRY LINE AGMT LINE & S 89°40'15" W 29.02 FT FR THE NW COR OF SEC 18-T2N-R1W (S/B E), SLM; & RUN TH S 0°03'10" W 102.00 FT; TH S 89°40'15" W 113.81 FT TO THE GRANTOR'S W PPTY LINE; TH N 0°19'45" W 102.00 FT ALG SD LINE; TH N 89°40'15" E 114.49 FT TO THE POB. TOGETHER WITH A DESC ACCESS EASEMENT. CONT 0.27 ACRES

WHEN RECORDED, RETURN TO:
CW The Lane, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Affecting Parcel Number(s): _____

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS FOR
THE LANE**

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR THE LANE (“**Declaration**”), is made and executed as of the date first written below on the signature page and is effective when recorded in the office of the Davis County Recorder by CW The Lane, LLC (“**Declarant**”).

RECITALS

A. Declarant is the fee title owner of certain real property located in Centerville City, Davis County, Utah as more particularly described on Exhibit A attached hereto (the “**Property**”). The Property has been or will be developed as a single-family development.

B. Declarant hereby desires to establish for the mutual benefit of all future Owners and Occupants of the Project, certain covenants, conditions, restrictions, easements, rights, privileges, assessments, and liens as set forth herein, which shall run with and be a burden upon each Unit within the Project.

C. Declarant hereby establishes and adopts this Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements to establish a governance structure and standards and procedures for the development, administration, maintenance, and preservation of the Project. By signing this Declaration, Declarant subjects the Property to the Bylaws and terms, covenants, and restrictions contained herein.

D. This Declaration is intended to and shall run with the land and shall be binding upon the Declarant and the Owners and their respective successors and assigns, and any other Person that now, or hereafter, has any legal, equitable, or beneficial interest in any portion of the Project. By taking title to a Unit, an Owner joins in and accepts the intent, purpose, and objectives of the Declaration and agrees to be bound by it, and acknowledges the benefits received from its

existence and from the Declarant's development of the Project and accepts the burdens and responsibilities that accompany these benefits.

E. Capitalized terms in this Declaration are defined in Article 1 herein, or in other sections of this Declaration.

DECLARATION

NOW, THEREFORE, for the reasons recited above and subject to the Restrictions set forth below, the Declarant hereby adopts this Declaration. The Recitals above are incorporated into and made a part of this Declaration.

1. DEFINITIONS

1.1 **"Accessory Structure"** shall mean and refer to any detached, subordinate building or structure incidental to the primary residence constructed on the Lot and shall include any shed, shack, detached garage, or other outbuilding in compliance with Section 9.5 herein.

1.2 **"Act"** shall mean and refer to the Utah Community Association Act codified beginning at §57- 8a-101, Utah Code Annotated ("**Utah Code Ann.**"), as amended.

1.3 **"Allocated Interest"** shall mean and refer to the voting interests in the Association and liability for the Common Expenses which are allocated equally among the Units subject to provisions herein. Each Unit is assigned one equal vote, subject to the limitations on voting set forth in this Declaration and other Governing Documents.

1.4 **"Articles"** shall mean and refer to the Articles of Incorporation for the Association, as amended from time to time.

1.5 **"Assessment"** shall mean and refer to any monetary charge imposed or levied on an Owner by the Association as provided for in this Declaration and shall include, without limitation, regular Assessments, special Assessments, Benefitted Common Area Assessments, and Service Area Assessments.

1.6 **"Association"** shall mean and refer to The Lane Owners Association, Inc., a Utah non-profit corporation, the membership of which shall include and be comprised of each Owner in the Project, and its successors or assigns. The Association shall be incorporated as a Utah nonprofit corporation. Notwithstanding the foregoing, if the Owners are ever organized as another type of entity or if the Owners act as a group without legal organization, "Association" as used in this Declaration shall refer to that entity or group.

1.7 **"Benefitted Common Area"** shall mean and refer to any real property and improvements designated by the Declarant in a Supplemental Declaration or Plat or in another recorded instrument (which designation is made in the sole and absolute discretion of the

Declarant) as Benefitted Common Area which is assigned for the purpose of exclusive use and/or the obligation to pay Benefitted Common Area Assessments attributable thereto, to one or more but less than all the Units within the Project and which is or will be conveyed to the Association or as to which the Association will be granted the rights and obligations for primarily the benefit of designated Units within the Project. The Supplemental Declaration, Plat or other recorded instrument establishing the Benefitted Common Area shall identify the Units assigned to that Benefitted Common Area and shall further identify whether the purpose of the Benefitted Common Area is for exclusive use of the Owners and Occupants of the assigned Units and payment of the Benefitted Common Area Assessments, or only for the purposes of paying the Benefitted Common Area Assessments attributable thereto.

1.8 **"Benefitted Common Area Assessments"** shall mean and refer to assessments levied against the Units assigned to a Benefitted Common Area, which may include amounts for reserves for capital repairs and replacements.

1.9 **"Benefitted Common Area Expenses"** shall mean and refer to the estimated and actual expenses which the Association incurs or expects to incur to operate, maintain, repair and replace a particular Benefitted Common Area, which may include amounts for reserves for capital repairs and replacements.

1.10 **"Benefitted Common Area Improvements"** means patios, decks, hot tubs, fixed barbeque equipment (i.e., not readily mobile), playground equipment, basketball standards, trampolines, and other such outdoor improvements that may be placed within the Benefitted Common Area.

1.11 **"Board of Directors"** or **"Board"** shall mean and refer to the body with primary authority to manage the affairs of the Association.

1.12 **"Bylaws"** shall mean and refer to the Bylaws of the Association and all valid amendments and supplements thereto. No amendment to the Bylaws shall be effective until it is recorded. The Bylaws are attached hereto as Exhibit B.

1.13 **"City"** shall mean and refer to Centerville City, a political subdivision of the State of Utah, located in Davis County, Utah.

1.14 **"Claim"** (or collectively, **"Claims"**) means any and all claims, demands, suits, actions, causes of action, counterclaims, judgments, liabilities, losses, damages, costs, and expenses, including, but not limited to, attorney fees and costs.

1.15 **"Common Area and Facilities"** shall mean and refer to the real and personal property for the common use and enjoyment of the Owners not dedicated to the City or property of a designated as Benefitted Common Area, and, specifically, shall include, but not be limited to, the following: (a) all Common Area and Facilities designated as such the Plat and any area(s) designated as open space not dedicated to the City; (b) all utility installations and all equipment

connected with or in any way related to the furnishing of utilities for the common use and for the Common Area; (c) any fence or wall on common property; (d) any roadway, lane, alley or cul-de-sacs within the Project not dedicated to the City or designated as Benefitted Common Area; or (e) and all other parts of the Project necessary or convenient to its existence, maintenance, and safety, or normally in common use, reserved for the exclusive use and enjoyment of the Owners and their respective family members, tenants, guests, and invitees, the and all other parts of the Project outside of the Units not dedicated to the City or the public or which are necessary or convenient to the Project's existence, maintenance, and safety, or normally in common use. In accordance with the Plat, the Common Area and Facilities shall be owned by the Association.

1.16 **"Common Expenses"** shall mean and refer to the actual and estimated costs for: (a) maintenance, management, operation, repair, and replacement of the Common Area and Facilities which is maintained by the Association; (b) management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys, consultants, and employees; (c) extermination, security, landscape maintenance, and other services; (d) insurance and bonds required or allowed by this Declaration; (e) the establishment of reserves; (f) other miscellaneous charges incurred by the Association as provided for or allowed in the Act or the Governing Documents; and (g) any other expenses of the Association arising from the operation of the Association and not otherwise defined or precluded by the Governing Documents or any applicable law.

1.17 **"Declarant"** shall mean and refer to CW The Lane, LLC, a Utah limited liability company, and its respective affiliates, successors, and assigns.

1.18 **"Declarant Control Period"** shall mean and refer to the period of time commencing with the recording date of this Declaration and expiring the date the Declarant executes and records a written waiver of its rights to control.

1.19 **"Declarant Related Parties"** shall mean any entity controlling, controlled by, or under common control with Declarant or any entity in which a principal of Declarant has an interest and their respective members, managers, shareholders, officers, directors, partners, co-venturers, committee members, servants, agents, representatives and employees regarding all acts or omissions related to any of the foregoing representative capacities.

1.20 **"Design Guidelines"** shall mean and refer to The Lane Design Guidelines established for the Project herein and/or as a supplemental document hereto, as the same may be amended from time to time.

1.21 **"Design Review Committee"** shall mean and refer to the body responsible for review and approval of home and landscaping plans, construction and installation of the improvements identified therein in conformance with the requirements of the Design Guidelines.

1.22 **"Development Agreement"** shall mean and refer to any Development Agreement that is recorded against the Property.

1.23 **"Director"** shall mean and refer to each individual member of the Board of Directors.

1.24 **"Governing Documents"** shall mean and refer to this Declaration, including the Design Guidelines, the Plat, the Articles, the Bylaws, the Rules, and any other written instrument by which the Declarant or Association may exercise power or manage, maintain, or otherwise affect the Project.

1.25 **"Lender"** shall mean and refer to a holder of a first mortgage or deed of trust on a Unit.

1.26 **"Lot"** shall mean and refer to an individual lot created on the Plat on which a multi-family dwelling is or will be constructed and is included within the definition of Unit below. More than one Lot is referred to herein as "Lots."

1.27 **"Occupant"** shall mean and refer to a Person or Persons, other than an Owner, in possession of, using, or living in a Unit within the Project, including, without limitation, family members, tenants, guests, and invitees of an Owner or an Occupant.

1.28 **"Owner"** shall mean and refer to the Person or Persons who are vested with record title to a Unit, and whose interest in the Unit is held (in whole or in part) in fee simple, according to the records of the Davis County Recorder. The term "Owner" shall not include a mortgagee or trustee or beneficiary under a deed of trust unless and until such party acquires title to a Unit pursuant to foreclosure or any arrangement or proceeding in lieu thereof. The term "Owner" also shall not include the Declarant. More than one Owner is referred to herein as "Owners."

1.29 **"Person"** shall mean and refer to a natural person, corporation, estate, limited liability company, partnership, trustee, association, governmental subdivision or agency, or any other legal entity. More than one Person is referred to herein as "Persons."

1.30 **"Plat"** shall mean and refer to the record of survey map or maps for The Lane and any portions thereof, recorded with the Davis County Recorder, and all recorded amendments and supplements thereto.

1.31 **"Proceeding"** shall mean and refer to a lawsuit, arbitration, mediation, or an administrative or governmental proceeding.

1.32 **"Project"** shall mean and refer to The Lane and all structures and improvements thereon including the Units and the Common Area and Facilities. The Project shall include any additional land made subject to the Declaration at such time the Supplemental Declaration and plat map for the additional land is recorded.

1.33 **"Property"** as previously defined herein, shall include the real property made subject to this Declaration and all easements and rights appurtenant thereto.

1.34 **"Released Persons"** shall mean the following Persons: (i) every director and officer of the Association, (ii) every member of the Design Review Committee, or other committees of the Association, (iii) Declarant and the Declarant Related Parties, and (iv) all employees of the Association.

1.35 **"Restrictions"** shall mean and refer to any one or all of the terms, covenants, conditions, restrictions, easements, rights, privileges, and obligations set forth in the Governing Documents.

1.36 **"Rules"** shall mean and refer to the rules and regulations and policies adopted by the Association.

1.37 **"Service Area"** shall mean and refer to a group of Units designated as a separate Service Area pursuant to this Declaration for the purpose of receiving services or benefits from the Association which are not provided to all Units within the Project. A Service Area may be comprised of more than one type of dwelling and may include noncontiguous Units. A Unit may be assigned to more than one Service Area.

1.38 **"Service Area Assessments"** shall mean and refer to assessments levied against the Units in a particular Service Area to pay for Service Area Expenses.

1.39 **"Service Area Expenses"** shall mean and refer to the estimated and actual expenses which the Association incurs or expects to incur for the benefit of Units within a particular Service Area, which may include amounts for reserves for capital repairs and replacements.

1.40 **"Subdivision"** shall mean and refer to The Lane, including all Units, Common Area and Facilities, and other property within the Project as shown on the Plat covering the entire Property.

1.41 **"Subdivision Improvements"** shall mean and refer to all improvements that have or will be constructed or installed within the Subdivision not part of any Unit that are necessary to provide public road access and/or utility service to the Units, and includes such other and further construction or installations required to comply with any requirement of the Development Agreement.

1.42 **"Supplemental Declaration"** shall mean and refer to any amendment or supplement to this Declaration to annex additional land into the Project and subject such additional land to the covenants, conditions and restrictions contained in the Declaration. A Supplemental Declaration shall also mean and refer to any recorded instrument designating Benefitted Common Area. A Supplemental Declaration may also include Additional Covenants applicable only to the annexed land or Benefitted Common Area or Service Area.

1.43 “**Transfer**” shall mean any of the following: (a) a conveyance, sale, or other transfer of a Lot or Unit as reflected by the recordation of a deed or other instrument in the records of the Davis County Recorder, regardless of whether it is pursuant to the sale of the Unit or not, excluding the grant of an interest in a Lot through a mortgage or deed of trust, (b) the granting of a life estate in a Unit, or (c) if the Unit is owned by a limited liability company, corporation, partnership, or other business entity, the sale or transfer of more than seventy-five percent (75%) of the business entity’s share, stock, membership interests, or partnership interests in a twelve (12) month period.

1.44 “**Unit**” shall mean and refer to a subdivided Unit, within the Subdivision depicted as a separately identified parcel on the Plat or a survey, which may be independently owned and conveyed and is zoned or otherwise intended for development, use, and occupancy as a residential unit. The term “Unit” refers to land, if any, which is part of a Unit, including the Lot, as well as to any structures or other improvements on the Unit. In the case of a building or other structure containing multiple residential dwellings, each dwelling shall be deemed to be a separate Unit. A parcel of land shall be considered a single Unit until a subdivision plat or survey is recorded subdividing it into more than one Unit. The term “Unit” does not include Common Area and Facilities, common property of any Benefitted Common Area, or property dedicated to the City or the public.

2. **THE PROJECT**

2.1. **Binding Effect of Governing Documents.** The Declarant hereby declares and the Association hereby confirms that the Property is part of the Project and Association and that the Project and all of the Units shall be subject to the Restrictions, which Restrictions, to the extent they are included in recorded documents, shall constitute equitable servitudes, covenants, and conditions running with the land and shall be binding upon and inure to the benefit of the Association, the Declarant, and each Owner, including his/her heirs, executors, administrators, personal representatives, successors and assigns. By acquiring any interest in a Unit, such Owner consents to, and agrees to be bound by, each and every Restriction in the Governing Documents.

2.2. **Nature of Project.** The Project shall be consistent with the terms and provisions of the Development Agreement, if any, recorded against the Property.

2.3. **Project Name.** The Project is named “The Project”. Notwithstanding, the name commonly used by the Association or others for the Project may be different than the name identified in this Declaration and on the Plat. The name of the Project may be modified or changed pursuant to a lawful amendment to this Declaration and in accordance with applicable land use management codes.

3. **UNITS, COMMON AREA AND FACILITIES, AND ALLOCATED INTERESTS**

3.1. **The Unit.** The distinct Unit number that identifies the Unit on the Plat may or may not be consistent with the mailing address of the Unit. Each Unit generally consists of all structures on or within the boundary of the Unit, including, but not limited to all interior and exterior walls, wall surfaces, floors, ceilings, roofs, foundations, and fixtures. All pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated vertical boundaries of a Unit or located beyond the vertical boundaries of the Unit but designated and designed to serve only that Unit, shall be part of the Unit.

3.1.1. **Variances between the Plat and As-Built Construction.** The original construction shall be the initial installation of foundations, framing, wallboard, and the like (the “**Original Construction**”) and shall be the controlling dimensions for any Unit. If the Board of Directors determines that the present construction varies from the Original Construction, then the Association, at the expense of the Association or the Owner, may require that the present construction be made to comply with the Original Construction. Nothing herein will excuse an Owner from the need to obtain any variances from any municipality or governmental authority.

3.2. **Allocated Interest of Each Unit in the Votes of the Association.** The Owners of each Unit shall be entitled to vote their Allocated Interest for all matters related to the Association that Owners are permitted or required to vote or approve, subject to the rights reserved to the Declarant during the Declarant Control Period as set forth herein. Each Unit shall have an equal Allocated Interest.

3.3. **Plat.** The Plat and all dimensions, descriptions, and identification of boundaries therein shall be binding on the Project and the Association. If any conflict exists between the Plat and this Declaration, the Plat shall control except to the extent provided for on the Plat or as otherwise provided by the application or controlling law.

4. **ASSOCIATION GOVERNANCE AND ORGANIZATION**

4.1. **Association Organization.** The Association shall be organized as a Utah non-profit corporation and shall serve as the organizational body for all Owners. The Association shall be registered with the Utah Department of Commerce and shall update its registration to keep any required information current as required under the Act.

4.2. **Membership.** Membership in the Association shall at all times be comprised exclusively of the Owners, which membership shall automatically terminate when the Owner ceases to have an ownership interest in a Unit. Upon the Transfer of an ownership interest in a Unit, the new Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. Membership in the Association is mandatory.

4.3. **Availability of Documents.** Consistent with the requirements of both the Act and the Utah Revised Nonprofit Corporation Act, the Association shall make available to Owners, Lenders, and insurers of Lenders, copies of Association documents, which may be redacted to avoid disclosure of sensitive personal or financial information of any Owner or Association agent.

4.4. **Board of Directors.** The governing body of the Association shall be the Board of Directors selected pursuant to the Bylaws, subject to the provisions herein. Except as otherwise provided in this Declaration, Bylaws, or the Articles, the Board, in all instances except those explicitly reserved to the Owners, shall act on behalf of the Association. During the Declarant Control Period, the Declarant shall have the exclusive right and authority to control, appoint, and/or remove Directors or act as the Board of Directors.

4.5. **Director Qualifications.** Except as otherwise provided herein, to serve on the Board of Directors, a Person must be an Owner current on the payment of Assessments, and, if a natural person, over the age of eighteen (18) years old. No two Directors may reside in the same Unit, be the spouse or significant other of one another, or be business partners if the business is related to their ownership of a Unit(s). Additional Director qualifications may be contained within the Bylaws, as well as the election, number and term limits of Directors. This Section 4.5 shall not be applicable during the Declarant Control Period.

4.6. **Limitation on Authority of Owners, Directors, Officers, and the Board of Directors.** Except as provided in the Governing Documents, neither any individual Director nor any individual Owner shall have authority to or is authorized to act on behalf of the Association except as may be provided by the Act or other applicable law.

5. **ASSOCIATION GENERAL RIGHTS AND RESPONSIBILITIES**

5.1. **Rights and Responsibilities of the Association.** The Association shall have the rights and responsibilities as set forth in this Section 5 and as reasonably necessary to carry out the terms of the Governing Documents in addition to any others set forth in the Governing Documents or provided by law.

5.2. **Maintenance.** The Association and Owners respective responsibilities pertaining to the Common Areas and Facilities and Units is established on the Maintenance Allocation Table attached hereto as Exhibit C. Nothing in the foregoing provisions of this Section 5.2, however, shall be construed to prevent the Association from taking on obligations of the City pursuant to a written agreement between the City and the Association.

5.3. **Setting and Collecting Assessments; Paying Expenses.** The Association shall establish, collect, and account for Assessments as necessary to operate and maintain the Project consistent with the requirements of the Governing Documents. The Association shall provide for the payment of Association expenses and any expenses related to the Project.

5.4. **Adopting and Enforcing Rules.** The Association may adopt reasonable Rules for the regulation and operation of the Project. If adopted, the Rules shall be consistently and uniformly enforced.

5.5. **Hiring Managers and Delegating Responsibilities.** Subject to the terms and conditions of Section 18.4 below, the Association shall hire a manager to assist the Board of Directors in the management and operation of the Project and may delegate its powers and obligations in the Governing Documents to the manager, employees, or other agents as it deems appropriate; provided, however, that only the Board of Directors shall have the right to approve Association budgets, and regular and special Assessments, and to provide a hearing requested to dispute a fine. Any powers delegated may be revoked by the Board of Directors at any time, with or without cause.

5.6. **Enforcement Rights.** In addition to any other remedies allowed or provided in the Governing Documents for any violation of the Governing Documents, the Association may: (i) impose fines; (ii) collect rents directly from tenants if Owners fail to pay Assessments; (iii) suspend voting rights; (iv) suspend rights to utilize the Common Area and Facilities; and (v) take any other action or seek any other remedy allowed by the Act or other applicable Utah law. The Board of Directors shall uniformly and consistently enforce the Restrictions in the Governing Documents. Additionally, the Board of Directors shall use its business judgment to determine whether to exercise the Association's powers and authority granted herein and/or under the Act.

5.6.1. **Discretion.** The Association may not be required to take enforcement action if, after a fair review and acting in good faith and without conflict of interest, the Board of Directors determines that under the particular circumstances: (i) the Association's legal position does not justify taking any or further enforcement action; (ii) the covenant, restriction, or rule in the Governing Documents is likely to be construed as inconsistent with current law; (iii) a minor or technical violation has or may have occurred and the violation is not material as to a reasonable individual or does not justify expending the Association's resources; or (iv) it is otherwise not in the Association's best interest to pursue and enforcement action, based upon reasonable criteria.

5.7. **Reserve Fund.** Subject to the exemptions found herein, the Association shall maintain a reserve fund and shall obtain and update a reserve analysis as required herein.

5.8. **Establishing Hearing Procedures.** The Board of Directors shall have the authority to create a reasonable hearing process on an as-needed basis for particular matters in case a hearing process is required by law. Any such hearing process shall provide, at a minimum for: (a) at least ten days' notice of the hearing to the affected Owners, and (b) a reasonable time period under the circumstances for the Owner(s) to present his/her/their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue.

5.9. **Annual Meeting.** The Association shall arrange for and conduct an annual meeting of the Owners (except as otherwise allowed by law) as provided for in the Bylaws and shall arrange for and conduct such other meetings of the Association as shall be properly requested pursuant to the Governing Documents or the law.

5.10. **Payoff Information Fees.** An Owner may request payoff information from the Association needed in connection with the financing, refinancing, or Transfer of an Owner's Lot by: (a) providing written notice to the designated manager for the Association requesting the payoff information, which notice must contain (i) the name, telephone number, and address of the person making the request, and (ii) the facsimile number or email address for delivery of the payoff information, and (b) a written consent for the release of the payoff information, which identifies the person requesting the information as a person to whom the payoff information may be released, and signed and dated by the Owner of the Lot for which the payoff information is requested. The Association is specifically authorized to establish a fee to provide payoff information related to the Transfer, refinance, or closing of a Unit. The payoff fee shall be fifty dollars (\$50.00); however, the Board of Directors may increase or decrease the fee amount so long as it is consistent with the Act.

5.11. **Reinvestment Fee Covenant upon Sale or Transfer of Unit.** The Board of Directors, or the Declarant during the Declarant Control Period, may require the transferor/seller or transferee/buyer to pay a fee related to the Transfer of a Unit (a "**Reinvestment Fee**") as provided for in Utah Code Ann. §57-1-46 in an amount to be determined by the Board of Directors, or the Declarant during the Declarant Control Period, and to the extent allowed by law. For purposes of this Section 5.13, a transfer is any change in the ownership of the Unit as reflected in the records of the Davis County Recorder, regardless of whether it is pursuant to the sale of the Unit or not but shall not include (a) any Transfer between the Declarant and any affiliated entity or a builder the Declarant agrees to exempt, as determined solely by the Declarant, (b) an involuntary transfer, such as a transfer as part of a condemnation proceeding or sale in lieu of condemnation, (c) a transfer that results from a court order, (d) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity, (e) a transfer or change in interest due to death, provided in a will, trust or decree of distribution, or (f) the transfer of a burdened property by a financial institution, except to the extent the reinvestment fee covenant requires a payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250.00. The amount shall be established by the Board of Directors, or the Declarant during the Declarant Control Period, consistent with Utah Code Ann. §57-1-46 or in the Notice of Reinvestment Fee Covenant. The Association shall not levy or collect a Reinvestment Fee for any Transfer exempted by Utah Code Ann. §57-1-46. The Association shall have authority to record any notice required by law to effectuate this provision. The Association shall have the authority to enact Rules that may include requirements for Owners to provide sales and transfer documents, and other procedural requirements and rules as the Board of Directors deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.

6. **BUDGET AND ASSESSMENTS**

6.1. **Covenant to Pay Assessments.** The Owner of any Unit, excluding Declarant whose obligations regarding Assessments are set forth below, by accepting a deed for said Unit, whether or not it shall be expressed in the deed, agrees and is deemed to have agreed to pay to the

Association all fees, annual assessments, supplemental assessments, and special assessments as set forth in this Declaration.

6.2. **Budget and Regular Assessment.** The Board of Directors is authorized and required to adopt a budget for the fiscal year prior to the beginning of each fiscal year. The Board of Directors shall use its reasonable discretion to revise the budget from time to time as appropriate. The budget shall include a line item for the amount to be placed into the reserve fund. The Board of Directors shall divide the total budget amount for Common Expenses by the Allocated Interest for each Unit to determine the amount of the regular Assessments to be paid by each Owner. The Board of Directors shall present the adopted budget to the Owners at an annual or special Association meeting. In the event no new budget is prepared and adopted by the Board of Directors, the last adopted budget shall continue until a new budget is adopted.

6.3. **Payment of Assessments.** Unless otherwise established and communicated to each Owner, each Owner shall pay to the Association the Owner's regular Assessment, annually or on such other quarterly or monthly installment as determined by the Board of Directors or the manager. Assessments shall be allocated to Owners based on the Allocated Interest of each Unit unless otherwise communicated to the Owners.

6.4. **Adjustment to the Regular Assessment.** In the event the Board of Directors determines that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it may then revise the budget and each Owner's share of the new budget total based on the Owner's Allocated Interest. Upon notice of the adjustment, and unless modified by the Board of Directors, each Owner thereafter shall pay to the Association the Owner's adjusted regular Assessment.

6.5. **Personal Obligation for Assessment.** Each Owner of a Unit, by acceptance of a deed or other instrument creating the ownership interest required to be an Owner as defined herein, hereby personally covenants and agrees with each other Owner and with the Association to pay to the Association the Assessments as provided for in the Governing Documents, including any Benefitted Common Area Assessments and Service Area Assessments. Any and all Assessments, together with such interest, collection charges, and attorney fees and costs authorized by the Governing Documents, shall be the personal obligation of the Owner of such Unit.

6.6. **Rules Regarding Billing and Collection Procedures.** The Board of Directors shall have the right and responsibility to adopt Rules setting forth procedures applicable to Assessments provided for in this Declaration and for the billing and collection of all Assessments, provided that such procedures are not inconsistent with the provisions herein. Such procedures and policies may include, but are not limited to, the date when Assessment payments are due and late, establishing late fees and collection charges, and establishing interest (per annum or compounded) that may be charged on unpaid balances. The failure of the Association to send a statement to an Owner or an error in any such statement (other than a Certificate of Payment) shall not relieve any Owner of liability for any Assessment or charge under the Governing Documents.

6.7. **Certificate of Payment.** Consistent with the Act, the Association, within ten (10) business days after receipt of written demand, shall furnish to any Owner liable for Assessments or such other Person for whom an Owner has given written permission in a form acceptable to the Association, a written statement or certificate, signed by an officer or authorized agent of the Association, setting forth whether the Assessments relating to a specified Unit have been paid and the amount of delinquency, if any. Each such certificate shall be conclusive in favor of a Person who relies on the written statement in good faith. The Board of Directors is authorized to charge a fee as provided in the Act for issuance of a certificate.

6.8. **Special Assessments.** Subject to any limitations in this Declaration for the particular type of expense, the Association is expressly authorized to set and collect special Assessments, payable as may be determined by the Association (in lump sums or over a period of time), to pay for any Common Expenses. Notwithstanding the wording or terms of any notice of special Assessment, a special Assessment shall be deemed assessed, for all purposes, on the date that the payment for the Assessment is due.

6.9. **Special Assessments to a Particular Unit.** Special Assessments may be levied by the Association against a particular Unit and its Owner for:

- (a) Costs incurred in bringing an Owner or Unit into compliance with the provisions of the Governing Documents;
- (b) Fines, late fees, collection charges, and interest; and
- (c) Attorney fees, costs and other expenses relating to any of the above.

6.10. **Acceptance of Materials or Services.** In the event the Association undertakes to provide materials or services that are not otherwise required in the maintenance of the Project or Benefitted Common Area or in a Service Area, which benefits an individual Unit, and which can be accepted or not by the Unit Owner, such Owner, in accepting such materials or services, agrees that the costs thereof may be a special Assessment pertaining to that Unit, as may be determined by the Board of Directors, in its discretion.

6.11. **Application of Excess Assessments.** In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board of Directors, in its discretion, may determine how to apply such excess reserves. The decision of the Board of Directors shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

6.12. **No Offsets.** All Assessments shall be payable at the time and in the amount specified by the Association, and no offsets against such amount shall be permitted for any reason,

including, without limitation, a claim that the Board of Directors is not properly exercising its duties and power, a claim in the nature of offset or that the Association owes the Owner money, or that the Association is not complying with its obligations as provided for in the Governing Documents.

6.13. **How Payments Are Applied.** Unless otherwise provided for in the Rules, all payments for Assessments shall be applied to the earliest charges first. Owners shall have no right to direct the application of their payments on Assessments or to require application of payments in any specific order, to specific charges, or in specific amounts.

6.14. **Declarant's Exemption.** Anything to the contrary notwithstanding, the Declarant shall not be obligated to pay any Assessments on any Units owned by it until such time as the Declarant elects in writing to pay Assessments, and only for so long as the Declarant elects to pay Assessments.

7. **EFFECT OF NONPAYMENT AND REMEDIES**

7.1. **Late Fees and Interest.** Any Assessment not paid within ten (10) days from the due date thereof shall be subject to a late payment fee in an amount to be determined by the Board of Directors. In addition, all fees and Assessments not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, or at such lesser rate as may be set from time to time by the Board of Directors.

7.2. **Lien for Assessments.** The Association has a lien on a Unit for Assessments and, except as otherwise provided in this Declaration, for fines, fees, charges, and costs associated with collecting an unpaid Assessment, including court costs and reasonable attorney fees, late charges, interest, fines, and any other amount that the Association is entitled to recover under this Declaration, at law, or an administrative or judicial decision. The obligation to pay Assessments hereunder is part of the purchase price of each Unit when sold to an Owner, and an express vendor's lien is hereby retained to secure the payment thereof and is hereby transferred and assigned to the Association. Additionally, Declarant (and each Owner by acceptance of a deed to a Unit) hereby conveys and warrants pursuant to Utah Code Ann. §§57-1-20 and 57-8a-302 to the Association's attorney, as trustee, with power of sale, the Unit and all improvements to the Unit for the purpose of securing payment of Assessments under the terms of this Declaration to secure the payment of Assessments and other amounts owed hereunder. The recording of this Declaration constitutes record notice and perfection of the above-described lien. If an Assessment is payable in installments, the lien will be for the full amount of the Assessment from the time the first installment is due, unless the Association otherwise provides in a notice of Assessment. An unpaid Assessment or fine accrues interest at the rate provided in this Declaration. The lien provided in this Section 7.2 has priority over each other lien and encumbrance on a Unit except: (a) a lien or encumbrance recorded before the Declaration is recorded; (b) a first or second security interest on the Unit secured by a Mortgage that is recorded before a recorded notice of lien by or on behalf of the Association; or (c) a lien for real estate taxes or other governmental Assessments or charges

against the Unit. To evidence any lien hereunder, the Association may prepare a written Notice of Assessment Lien setting forth the amount of the Assessments and other amounts due and owing, the name of the Owner of the Unit subject to such Assessments and other amounts due and owing and a description of such Unit, which shall be signed by an officer of the Association and may be Recorded.

7.3. **Legal Remedies.** The Association may bring an action at law against the Owner personally obligated to pay the same, and may foreclose the lien against such Owner's Unit in the manner provided by the laws of the State of Utah, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and reasonable attorney fees to be fixed by the court, together with the costs of the action. In addition, to enforce the lien, the Association may cause a Unit to be sold through non-judicial foreclosure as though the lien were a deed of trust, in the manner provided by Utah Code Ann. §§57-1-24, 57-1-25, 57-1-26, and 57-1-27 (as amended from time to time) and the Act, or foreclose the lien through a judicial foreclosure in the manner provided by law for the foreclosure of a Mortgage and the Act. Foreclosure or attempted foreclosure or the sale or attempted sale of a Unit by the Association of its lien as addressed in Section 7.2 above shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose the Association's lien for any subsequent Assessments, charges, costs or fees, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at Foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the membership votes appurtenant to ownership of such Unit, and to convey or otherwise deal with such Unit. In addition to the other rights and remedies set forth herein, the Association shall have all of the rights and remedies pertaining to enforcement of assessment liens as set forth in, and to be exercised in accordance with, the provisions of the Act, including, without limitation, the provisions in Utah Code §§57-8a-302 and -303, as the same may be amended. The Association may appoint a qualified successor trustee by executing and recording a substitution of trustee form.

7.4. **Association Responsibilities after Foreclosure.** If the Association takes title to a Unit pursuant to a foreclosure (judicial or non-judicial), the Association shall not be bound by any of the provisions related to the Unit that are otherwise applicable to any other Owner, including but not limited to obligations to pay Assessments or maintain the Unit.

8. DESIGN REVIEW COMMITTEE

8.1. **Purpose.** In order to create, maintain, and improve the Project as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, to establish procedures for the enforcement of the terms and conditions of this Declaration to protect and promote the value of the Project, the exterior design of all improvements constructed within the Project, landscaping, and changes or alterations to existing use, landscaping, and exterior design and development shall be subject to the prior review and approval of the Design Review Committee.

8.2. **Creation of Design Review Committee.** Except as provided for herein during the Declarant Control Period, the Design Review Committee shall be composed of at least three (3), but not more than five (5) natural persons appointed by the Board of Directors. The Board of Directors may remove a member of the Design Review Committee and appoint a new Design Review Committee member at any time, provided that at all times there shall be a least three (3) persons serving. The Design Review Committee shall enforce the Design Guidelines and shall have and may exercise all the powers, duties and responsibilities set out in this Declaration. The Design Review Committee may hire a secretary or other personnel to perform administrative, clerical, and other functions. The Design Review Committee has exclusive jurisdiction on behalf of the Association regarding: (a) implementation of all provisions of this Section 8; and (b) promulgation of all Design Guidelines pertaining to the development and construction of Improvements within the Project.

8.3. **Submission of Plans Required.** No improvements may be commenced, constructed, erected, placed, maintained or made upon any Unit or within or upon any part of the Project unless and until complete plans and specifications have been submitted to and approved in writing by the Design Review Committee, as applicable, as to compliance with applicable Design Review Guidelines as set forth in Section 8.6 and Section 9.2 below. Two complete sets of plans and specifications must be submitted with each request for approval. In addition to any other applicable requirements per applicable Design Guidelines, any plans and specifications to be submitted must specify, in such detail and form as the Design Review Committee may reasonably require:

- (a) the location upon the Unit or within the Project where the improvement will occur or be placed;
- (b) the dimensions, nature, kind, shape, height, and color scheme of, and all materials to be used in connection with, the improvement;
- (c) appropriate information concerning structural, mechanical, electrical, plumbing, grading, paving, decking and landscaping details;
- (d) intended uses; and
- (e) such other information, plans or specifications as may be requested or required by the Design Review Committee that in the sole opinion of the Design Review Committee is reasonably necessary to fairly and fully evaluate all aspects of the proposed improvements.

8.4. **Design Review Fee.** The operating costs of the Design Review Committee, including the services of its planning consultants, professionals, and other staff, shall be covered through a fee paid to the Design Review Committee by Owners applying for plan review and approval, consistent with §57-8a-109(2) of the Act. The Design Review Committee shall make available to all Owners a current design review fee schedule, which may be modified from time to

time in accordance with the Act. Fees must be paid in full before any review by the Design Review Committee commences and the unused portion thereof, in any, is refundable.

8.5. **Scope of Authority.** Except as otherwise provided in this Declaration, no improvements of any kind or changes in the natural condition of any land within the Project shall be erected, altered or permitted to remain on any Unit or elsewhere in the Project unless complete architectural plans, specifications and a site plan showing the location and orientation for such construction, alteration or landscaping are approved by the Design Review Committee prior to the commencement of any work. Work subject to Design Review Committee approval may include, but is not limited to, the construction of structure, installation of utility line, fence, grading, planting, antennas, satellite dishes, flag poles, any renovation, expansion or refinishing of the exterior of an existing Unit or other structure, excavating, clearing, landscaping or other modification. Notwithstanding the foregoing, any work performed by or on behalf of Declarant to any of the property within the Project including, but not limited to, the construction of Subdivision Improvements and infrastructure, or the initial construction of the Units by the Declarant or plans of a bulk-builder that have been pre-approved by the Declarant, shall not require approval of the Design Review Committee.

8.6. **Design Guidelines.** The Board or the Design Review Committee, subject to Board approval, may, from time to time, effective immediately, adopt, modify, amend and repeal the Design Guidelines applicable to the Project, including Units and any Benefitted Common Area. Such authority includes, but is not limited to, the right to specify:

(a) specific procedural guidelines for submission of requests for, and plans, specifications and other information and documentation necessary to obtain, Design Review Committee approval, and procedural requirements for the conducting of all activities necessary to accomplish same;

(b) the amount and manner of payment of any fees or charges reasonably anticipated to cover administrative costs, fees for architectural, engineering, construction, legal or other expert advice or consultation, and all other costs and expenses in connection with review and evaluation of an application;

(c) specific types of improvements which may be commenced, constructed, erected or maintained upon any Unit or anywhere within the Project;

(d) a limited number of acceptable exterior materials and finishes that may be utilized in construction or repair of an improvement;

(e) minimum setbacks;

(f) the location, height, and extent of fences, walls or other screening devices, walks, decks, patios or courtyards;

(g) the orientation of structures and landscaping with respect to streets, walks, driveways and structures on adjacent properties; and

(h) in general, all requirements reasonably deemed necessary to maximize compliance with the Design Guidelines.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, THE DESIGN REVIEW GUIDELINES MAY PROVIDE FOR A FINE OF UP TO \$10,000.00 AGAINST ANY OWNER AND UNIT SUBJECT TO THIS DECLARATION FOR FAILURE TO OBTAIN REQUIRED APPROVAL FROM THE DESIGN REVIEW COMMITTEE OR FOR FAILURE TO COMPLY WITH ANY APPROVAL OF THE DESIGN REVIEW COMMITTEE, OR MAY REQUIRE A SECURITY DEPOSIT TO ASSURE COMPLIANCE WITH APPLICABLE REQUIREMENTS.

8.7. **Design Review Criteria.** The Design Review Committee will evaluate all submitted applications for approval on the individual merits of the particular application, and based on evaluation of the compatibility of the proposed improvement with Project-Wide Standards as of the date of submission of an application and compliance with applicable Governing Documents, including this Declaration and applicable Design Guidelines and other Rules and Regulations. The Design Review Committee must use reasonable efforts to achieve consistency in the approval or disapproval of specific types of improvements. To this end, consideration will be given to (but the Design Review Committee is not bound by) similar applications for architectural approval and the decisions and actions of the Design Review Committee with regard thereto.

8.8. **Disapproval by Design Review Committee.** It is understood and agreed by each Person having or acquiring an interest in the Project that the Design Review Committee will include aesthetic judgment in its decision making process, and approval of submitted plans will not be required simply because the plans satisfy stated objective requirements. The Design Review Committee may disapprove any request for approval for any reasons, including the following: (i) failure to comply with any applicable Design Guidelines; (ii) lack of sufficient information, plans or specifications as reasonably determined by the Design Review Committee to enable the Design Review Committee to fairly and fully evaluate the proposed improvement or the uses thereof; or (iii) failure to include any information, plans or specifications required by applicable Governing Documents, or as may be reasonably requested by the Design Review Committee. In the event of disapproval, the Design Review Committee shall so notify the applicant in writing; and if disapproval is based on lack of sufficient information, plans or specifications, then the Design Review Committee shall also notify applicant of the additional information, plans or specifications required.

8.9. **Submission and Response; Failure of Design Review Committee to Act.**

8.9.1. **Submission.** Applications for Design Review Committee approval are deemed submitted to the Design Review Committee only upon actual receipt. All responses by the Design Review Committee shall be in writing, and are deemed given when delivered to, or

when deposited in the United States mail, postage prepaid and addressed to, the applicant at the address specified in the application or the last known address of the applicant according to the records of the Association. The Design Review Committee has no duty to respond to, and the provisions of this Section do not apply regarding, any application if the Person(s) identified in the application do not appear as members or Owners according to the books and records of the Association unless and until receipt of such confirmation of ownership as is satisfactory in the sole opinion of the Design Review Committee. Lessees/Occupants shall file applications or requests for variance in the name of the Owner, and such Owner shall either appoint the Lessee/Occupant as their agent in a letter to the Design Review Committee or join the application. Where more than one Owner applies for approval, the delivery or mailing of a response to any one of the Owners as aforesaid constitutes notice to all such Owners.

8.9.2. **Response and Failure to Respond.** Upon receipt by the Design Review Committee of a written request for approval provided for or required by this Declaration, the Design Review Committee shall, within thirty (30) days after receipt of such request for approval, either after review for compliance with the Design Guidelines: (i) approve the plans and specifications as submitted; or (ii) notify the party making such request of any objections thereto (such objections to be specifically stated) and such party may within fifteen (15) days thereafter resubmit its request for approval rectifying any such objections to the Design Review Committee. The Design Review Committee shall then have an additional fifteen (15) days after receipt of said revisions to approve or disapprove same. Failure to give any written notice of disapproval within the periods provided for above shall constitute approval thereof by the Design Review Committee. In the event the Design Review Committee fails to approve, conditionally approve or disapprove an application or fails to request additional information and/or documentation reasonably required within sixty (60) days after receipt of the application, then the application shall be deemed denied.

8.10. **Conditions of Approval.**

8.10.1. **Applicability.** Unless expressly waived or modified by the Design Review Committee (or the Board as to variances) in writing, each and every approval or conditional approval of an improvement is subject to all provisions of this Section 8 whether or not stated in the approval or conditional approval.

8.10.2. **Commencement and Completion of Work.** Approval of an application for an improvement is effective for one (1) year from the date of approval or grant of a variance. If work on an improvement is not commenced within one (1) year after approval or conditional approval or grant of a variance, such approval or grant will become null and void and the Owner must submit a new application and obtain a new approval for the improvement. Prior approval of an improvement shall not bind the Design Review Committee or the Board or require the Design Review Committee or the Board to approve a re-submitted application for the same improvement. Upon commencement, the Owner must diligently prosecute and complete all work as soon thereafter as reasonably possible. The Design Review Committee (or the Board as to variances) is authorized to set specific schedules for completion of a Regulation Modification on a case-by-case basis and/or pursuant to applicable Design Guidelines.

8.10.3. **Compliance With Plans.** All work on an improvement must proceed in strict compliance with: (i) the application and plans and specifications approved by the Design Review Committee (or variance granted by the Board), (ii) any and all conditions stated by the Design Review Committee (or the Board as to variances) in the approval, (iii) any and all applicable governmental laws, rules, regulations, ordinances, and building codes, and (iv) all applicable Governing Documents.

8.10.4. **Permit Requirements.** Each Owner is solely responsible for full compliance with all permitting requirements of all governmental agencies having jurisdiction, and shall apply for and diligently pursue obtaining of all required permits promptly after approval or conditional approval is received. Without limitation of the foregoing, the Design Review Committee may deny approval pending, or conditional approval upon, prior compliance with applicable permitting requirements or upon receipt of certification satisfactory to the Design Review Committee that no such permitting requirements exist.

8.10.5. **Compliance With Laws and Governing Documents.** Each applicant is solely responsible for insuring that (and nothing in the Governing Documents or any written decision of the Design Review Committee (or the Board as to variances) shall be construed as a covenant, representation, guaranty or warranty that) any proposed improvement will be in compliance with applicable governmental laws, ordinances or regulations (including building codes or permit or licensing requirements), or with applicable requirements of the Governing Documents.

8.11. **Inspection Rights.** Upon reasonable notice (oral or written), any member of the Design Review Committee or the Board, or their designated representatives, may enter a Unit without liability for trespass or otherwise for purposes of inspecting work in progress and/or as to completion of any improvements in compliance with the approved plans, specifications, information and documentation for same, and as to compliance with any applicable provisions of the Governing Documents.

8.12. **Records.** The Design Review Committee is not required to maintain records of any of its meetings. The Design Review Committee and the Board, however, will keep and maintain records evidencing their respective final decision(s) regarding all requests for approval and requests for variance for not less than four years. The Design Review Committee will provide copies to Owners upon request.

8.13. **Limitation of Liability.** The Released Parties shall not be liable to any Owner, Occupant, or any other Person for any actions or failure to act or in connection with any approval, conditional approval or disapproval of any application for approval or request for variance, including without limitation, mistakes in judgment, negligence, malfeasance, or nonfeasance. No approval or conditional approval of an application or related plans or specifications and no publication of Design Guidelines may ever be construed as representing or implying that, or as a covenant, representation, warranty or guaranty that, if followed, the improvement will comply with

applicable legal requirements, or as to any matters relating to the health, safety, workmanship, quality or suitability for any purpose of the improvement. The provisions hereof are cumulative of other release, waivers or limitations contained herein.

9. COVENANTS, CONDITIONS, AND RESTRICTIONS

9.1. **Use of Lots.** All Lots within the Project shall be used only for the construction and occupancy of one single-family dwelling, not to exceed two and one-half stories (2 ½) in height, together with a private attached garage for not less than two (2) vehicles and for not more than four (4) vehicles. Subject to review by the Design Review Committee, Lots may also be used for the construction of typical residential amenities such as a family swimming pool. All Lots shall be used, improved, and devoted exclusively for such single-family residential use.

9.2. **Nuisances; Construction Activities.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such Lot or any portion thereof, or activity thereon, unsanitary, unsightly, offensive, or detrimental to any other Lot in the vicinity thereof or to the occupants of such other Lot. No other nuisance shall be permitted to exist or operate upon any Lot so as to be offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Normal construction activities and parking in connection therewith shall not be considered a nuisance or otherwise prohibited by this Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber, and other building materials will be stored only in such areas as may be approved by the Design Review Committee. In addition, any construction equipment and building materials stored to kept on any Lot during construction of improvements may be kept only in areas approved by the Design Review Committee, which may also require screening of the storage areas.

9.3. **Garbage and Refuse Disposal.** No Lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage, or other waste and such materials shall not be kept except in covered containers. All trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The burning of rubbish, leaves, or trash within the Project is prohibited. Each Lot and its abutting street are to be kept free of trash, weeds, and other refuse by the Lot Owner. No unsightly material or objects are to be stored on any Lot in view of the general public.

9.4. **Signs.** No signs, posters, displays, or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any Lot without the express written consent of the Design Review Committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice seven (7) square feet or smaller in size which states that the premises are for rent or sale. During construction of the residence, builder, or Owner of any Lot may display a sign up to sixteen (16) square feet, provided that the design and construction of said sign complies with the sign design and construction criteria issued by the

Design Review Committee. The Design Review Committee may cause all unauthorized signs to be removed. This Section shall not apply to any signs used by Declarant or its agents in connection with the original development and construction of the Lots.

9.5. **Repair of Improvements.** No improvements on any Lot shall be permitted to fall into disrepair and such improvements shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required in this Section 9, such building or structure shall be immediately repaired, rebuilt, or shall be demolished.

9.6. **Restriction on Further Subdivision, Property Restrictions, and Rezoning.** Except by the Declarant during the Declarant Control Period, no Lot shall be further subdivided or separated into smaller Lots by any Owner, and portion less than all of any such Lot, or any easement or other interest therein, shall be conveyed or transferred by any Owner, without the prior written approval of the Design Review Committee, which approval must be evidenced on the plat or other instrument creating the subdivision, easement, or other interest. Except by the Declarant during the Declarant Control Period, no further covenants, conditions, restrictions, or easements shall be recorded by any Owner or other person against any Lot without the provisions thereof having been first approved in writing by the Committee and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. Except by the Declarant during the Declarant Control Period, no application for rezoning of any Lot, and no applications for variances or use permits, shall be filed with any governmental authority unless the proposed use of the Lot has been approved by the Design Review Committee and the proposed use otherwise complies with this Declaration. Notwithstanding the foregoing, nothing herein shall limit the rights reserved by the Declarant.

9.7. **Declarant's Exemption.** Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of temporary structures, trailers, improvements, or signs necessary or convenient to the development, marketing, or sale of property within the Project.

10. **RIGHT TO USE COMMON AREA AND FACILITIES**

10.1. **Rights and Nonexclusive License to Use Common Area and Facilities.**

10.1.1. Subject to all other terms and conditions of the Governing Documents, each Owner shall have the right and a nonexclusive license for use and enjoyment of the Common Area and Facilities and the right and nonexclusive license for the use and enjoyment of the Benefitted Common Area to which that Owner's Unit has been assigned, if any, subject to any restrictions related to such use. Such rights and nonexclusive license shall be appurtenant to and shall pass with title to the Unit and in no event shall such appurtenant rights be separated therefrom. Authorized Occupants shall have the same access and use rights to the Common Area and Facilities and assigned Benefitted Common Area, if any, as the Owner whose Unit the Occupant is occupying. All such rights shall be subject to any Rules established by the Board of Directors,

from time to time. Additionally, the Association may enter into an agreement with an adjacent property owner authorizing the same to use identified Common Areas.

10.1.2. The Association shall have nonexclusive easements with the right of access over and across each Unit, to make inspections, to prevent or mitigate damage to Common Area and Facilities or Benefitted Common Area, and to maintain, repair, replace or effectuate the restoration of the Common Area and Facilities and any other property or improvements for which the Association is responsible for maintaining, including any Benefitted Common Area or Service Area, which are accessible from such Unit. The Association shall have a nonexclusive right to grant permits, licenses, and easements upon, across, over, under, and through the Common Area and Facilities, Benefitted Common Area, and Service Area for purposes necessary for the proper operation of the Project or for the use of the Common Areas by an adjacent property owner and its guests, tenants, invitees, or other similarly situated individual.

10.1.3. The right to hook-up, tie-in, connect to and utilize the water, power, gas, or other utility lines, valves, pipes, equipment, meters and systems servicing a Unit for the purpose of providing water, power, gas, or other utilities to the Common Area and Facilities or other parts of the Project in common use or necessary or convenient for the maintenance, operation, or management of common property by the Association is reserved to the Declarant and the Association; provided, however, that the Association shall pay the actual cost of the water, power, gas, or other utility service utilized by the Association to the Owner of any such Unit.

10.2. **Limitation on Easement.** Notwithstanding anything to the contrary in foregoing Section 10.1, an Owner's rights and license for the use and enjoyment of the Common Area and Facilities shall be subject to any other limitation in the Governing Documents and the following:

10.2.1. The right of the Association to impose reasonable limitations on the number of Occupants per Owner or guests who at any given time are permitted to use the Common Area and Facilities;

10.2.2. The right of the Association to suspend an Owner's right to the Common Area and Facilities: (i) for any period during which an Assessment on such Owner's Unit remains unpaid; (ii) for a period not exceeding sixty (60) days for any infraction by such Owner of the Governing Documents; and (iii) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period; and

10.2.3. The right of any governmental or quasi-governmental body having jurisdiction over the Project to access and to have rights of ingress and egress over and across any roadway, parking area, or developed open space contained within the Project for purposes of providing police and fire protection, transporting school children and providing other governmental or municipal services.

10.3. **Utilities.** Easements and rights-of-way over, under and through the Project for the installation and maintenance of electrical lines, telephone lines, cable television lines, fiber optics, water lines, gas lines, sanitary sewer lines, drainage facilities, telecommunication fixtures and equipment, utility fixtures and equipment, and such other lines, fixtures, or equipment needed or determined by the Board of Directors to be helpful in serving the Project, the Units, or the Owners are hereby reserved to the Declarant and the Association, together with the right to grant, alter, and transfer the same; provided, however, such easements and rights-of-way shall not unreasonably interfere with the use and enjoyment of the Common Area and Facilities and the Units by the Owners or Occupants. The Association shall have the power to grant and convey, in the name of the Association or for all of the Owners as their attorney-in-fact, to any Person, easements and rights-of-way in, on, over or under the Common Area and Facilities and Units for the purpose of constructing, erecting, operating, or maintaining lines, cables, wires, wireless transmission or reception equipment, conduits, or other devices for electricity, cable television, power, telecommunications, internet, telephone, public sewers, storm water drains and pipes, water systems, irrigation systems, water heating and gas lines or pipes and any other public, quasi-public, or private improvements or facilities. Each Owner, by taking title to a Unit, expressly consents to such easements and rights-of-way and authorizes and appoints the Association as attorney-in-fact for such Owner to execute any and all instruments conveying or creating such easements or rights-of-way. Such Owner and those claiming by, through or under an Owner agree to execute promptly all such documents and instruments and to do such other things as may be necessary or convenient to affect the same at the request of the Association. However, no easement or right of way can be granted pursuant to this Section if it would permanently and materially interfere with the use, occupancy, or enjoyment by any Owner of such Owner's Unit.

10.4. **Easements for Encroachments.** If any portion of the Common Area and Facilities or any Subdivision Improvement encroaches upon any Unit, or if any Unit encroaches upon any other Unit or the Common Area and Facilities as a result of the manner in which the Subdivision Improvements are constructed or due to settling, shifting, alteration, replacement, repair, or restoration by the Declarant or the Association, a valid easement for encroachment, and maintenance of such encroachment, shall exist for the life of the improvement or structure.

10.5. **Views.** Views from a Unit and the Project are not assured or guaranteed in any way. There is no warranty concerning the preservation of any view or view plane from the Project and each Owner and Occupant in such Owner's Unit acknowledges and agrees that there are no view easements or view rights appurtenant to the Unit or the Project.

11. **INSURANCE**

NOTICE: The Association's insurance policy does not cover the real or personal property or personal liability of the Owners or their Occupants.

11.1. **Insurance Held by Owner.** Each Owner shall be responsible to obtain and maintain any insurance on a residence and any improvements on such Owner's Lot or Unit and

within any Benefitted Common Area, and the fixtures, furniture, furnishings, equipment, and contents within the residence or Unit, and any other personal property of such Owner.

11.2. **Insurance Held by Association.** The Association shall obtain and maintain all insurance policies required by the Act consistent with the terms and conditions of the Act. All premiums for insurance policies held by the Association shall be funded by Assessments. Without limiting the foregoing, the Association shall obtain and maintain: (i) property and liability insurance for all Common Area and Facilities; (ii) Fidelity Insurance (e.g., directors and officers coverage); (iii) other insurance authorized and/or required by the Act that is not the obligation of individual Owners; and (iv) such other insurance policies for casualty or liability as the Board of Directors deems necessary or desirable and with coverages and coverage limits comparable to similarly situated homeowner associations in Davis County.

11.3. **Deductible.** If permitted by the Act, the deductible on any claim made under a policy maintained by the Association shall be allocated among all Owners if the loss affects the Common Area and Facilities or all the Lots in the Project or, if the loss affects or impacts less than all the Lots in the Project, the deductible shall be allocated among the Owners of the affected Lots.

12. **DURATION AND AMENDMENT**

12.1. **Duration.** This Declaration shall be effective, and the Declaration shall encumber the Property, from the date the Declaration is recorded in the office of the Davis County Recorder and, as amended from time to time, this Declaration shall continue in full force and effect against the Project and the Restrictions shall run with the land in perpetuity, for as long as the law allows unless amended or terminated.

12.2. **Amendment.** During the Declarant Control Period, the Declarant shall have the right to amend this Declaration without the consent of any other Owner. After the Declarant Control Period, this Declaration may be amended by the affirmative vote of not less than sixty-seven percent (67%) of the members of the Association and must also be approved by the Declarant in writing before it can be effective, and such amendment must contain a statement from the Board of Directors certifying that the required vote has taken place. No amendment to this Declaration shall be effective until it is recorded in the office of the Davis County Recorder.

12.3. **Termination.** An agreement to terminate this Declaration and the Restrictions set forth herein, shall require same approval required for an amendment as set forth in Section 12.2 above.

13. **EMINENT DOMAIN**

13.1. **Taking of a Unit.** If a Unit is taken by eminent domain, or sold under the threat thereof, or if a portion of a Unit is taken by eminent domain, or sold under the threat thereof, leaving the Owner with a remnant that may not practically or lawfully be used for any purpose

permitted by this Declaration, the award shall compensate the Owner for the Owner's Unit and Allocated Interest, regardless of whether any Common Area and Facilities are taken.

13.2. **Taking of Common Area.** If the Common Area and Facilities or Benefitted Common Area, or a portion thereof, is taken by eminent domain, or sold under threat thereof, the Board of Directors shall, as soon as practicable, cause the award to be utilized for the purpose of repairing or restoring that area in the Project adjacent to the taking, and the portion of the award not used for restoration shall be added to the general funds of the Association.

13.3. **Taking of Entire Project.** In the event the Project, in its entirety, is taken by eminent domain, or sold under threat thereof, the Project shall be terminated, and the Board of Directors shall wind down the Association in accordance with applicable law.

13.4. **Priority and Power of Attorney.** Nothing contained in this Section 13 shall entitle an Owner to priority over any Lender under a lien encumbering the Owner's Unit as to any portion of any condemnation award allocated to such Unit. Each Owner hereby appoints the Association as attorney-in-fact for the purpose of negotiations and settlement with the condemning authority for the acquisition of the Common Area and Facilities, or any part thereof.

14. **INTERPRETATION, CONSTRUCTION, AND APPLICATION**

14.1. **Conflicting Provisions.** In the case of any conflict between Utah law and any of the Governing Documents, the order of priority from the highest to the lowest shall be Utah law, the Plat, the Declaration, the Articles, the Bylaws, and then the Rules. If there is a conflict between the Governing Documents and any Additional Covenants (or rules or policies adopted pursuant to any such Additional Covenants), the Governing Documents shall control, except where the Additional Covenants are allowed to differ by the Governing Documents.

14.2. **Interpretation of Declaration and Applicability of the Act.** The Declarant intends that the Project shall be governed by the Act, except where (in compliance with the Act) the Association has included specific provisions in this Declaration that legally vary, supersede, or supplement the Act, in which event such specific provisions of this Declaration that are contrary to the Act shall govern the Project to the extent allowed by the Act. In the case of any conflict between this Declaration and the Act, to the extent the Act does not legally allow this Declaration to contain provisions contrary to the Act, the Act shall control and this Declaration shall be deemed modified accordingly, but only to the extent necessary to come into compliance with the Act.

14.3. **Cumulative Remedies.** All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.

14.4. **Severability.** Invalidation of any one or a portion of the Restrictions by judgment or court order shall in no way affect any other Restrictions, all of which shall remain in full force and effect.

14.5. **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of a planned unit development and for the maintenance of the Project. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. References in this Declaration to section numbers herein, unless otherwise expressly provided, are to the article and section in this Declaration. To the extent permitted by law, the provisions of the Governing Documents shall not be interpreted for or against or strictly for or against the Association, any Owner, or any other Person subject to their terms.

14.6. **Applicable Law.** Except as otherwise expressly provided in this Declaration related to Part 4 of the Act, this Association is specifically made subject to the Act and the law as it is constituted and exists at the time this Declaration is recorded. Amendments to the Act after the date of recording of this Declaration shall not be applicable to the Association or the Project unless they are applicable as a matter of law or unless the Association makes those amendments applicable by amendment to the Declaration.

14.7. **Gender and Number.** Whenever the context of the Governing Documents requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.

14.8. **Effect of Declaration.** This Declaration is made for the purposes set forth in the Recitals herein, and the Association makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances, regulations and the like applicable thereto. The Association shall have no liability whatsoever if any Restriction is determined to be unenforceable in whole or in part for any reason.

14.9. **Notices.** Any notice provided under this Declaration shall be provided in writing and sent or transmitted by one of the following means: (a) personally served, (b) sent by overnight courier by a national delivery service that maintains tracking information, or (c) sent by United States certified mail, return receipt requested, with postage prepaid; addressed to the Owner at the address provided by the Owner to the Association or to the Association at the address of the Association. An Owner may by notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or delivered for all purposes hereunder when delivered or when delivery is denied if attempted to be delivered at the appropriate address. The Association may provide notice by electronic means, including text message, email, or through the Association's website; provided, however, an Owner, upon written notice to the Association, may require the Association to provide secondary notice to the Owner by First Class United States mail.

The Association shall maintain a list of contact information for Owners of all Lots within the Project. Each Owner, upon becoming an Owner, shall provide the Association with appropriate contact information including mailing address, telephone number, and email address. Each Owner shall update the Association with any changes to contact information. Where written notice to an Owner is required under this Declaration, the Bylaws, or the Restrictions, such notice will be deemed sufficient if it is sent to the mailing address or email address on file with the Association.

In the event that any Owner desires to sell or otherwise Transfer title to the Owner's Unit, such Owner shall give the Association at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Until such written notice is received by the Association, the transferor shall continue to be jointly and severally responsible for all obligations of the Owner of the Unit hereunder, including payment of Assessments, notwithstanding the Transfer.

15. ATTORNEY FEES AND COSTS

15.1. Legal Costs Associated with Disputes with Owners.

15.1.1. **Owners Liable for Fees Incurred in Dispute.** If the Association utilizes legal counsel to enforce any Restriction after notice to the Owner that the Association intends to enforce the Restriction or after the Owner communicates or demonstrates an intent not to comply with the Restriction, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not.

15.1.2. **Costs.** The term "costs" as used in this section shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically defined in this Declaration to be broader and to include costs that are not included in costs, as the term is used in the Utah Rules of Civil Procedure.

15.1.3. **Exception to Owner's Liability for Fees and Costs.** If, related to (i) any dispute with an Owner, (ii) any challenge by an Owner to a position of the Association on a Restriction, or (iii) a request of an Owner for direction on the application of a Restriction, the Association incurs legal fees or costs related to the interpretation and application of a Restriction that the Association could not establish an initial position on without having incurred the fees and costs or that results in a substantial modification to a prior position taken by the Association, then those fees or costs shall not be assessed to any Owner and shall be paid by the Association. This provision shall not apply if a lawsuit is currently pending with regard to the Owner and the issues arise as part of the lawsuit.

16. RESERVES

16.1. **Requirement for Reserves.** Subject to the provisions of this Declaration, the Association shall obtain a reserve analysis and shall maintain a reserve fund for the maintenance, repair, and replacement of the Common Area and Facilities, pursuant to the following provisions:

16.1.1. **Collection.** Reserve funds may be collected as part of regular or special Assessments.

16.1.2. **Amount.** In formulating the Association's annual budget, the Association shall include a reserve fund line item for Common Area and Facilities in an amount the Board of Directors determines, based on the reserve analysis, to be prudent. For purposes of this Section 16, a reserve fund line item means the line item in the Association's annual budget that identifies the amount to be placed into the reserve fund.

16.1.3. **Surplus Monies Applied to Reserves.** The Association may retain surplus Association money as additional reserves rather than refund it to the Owners or credit it to future Assessments.

16.1.4. **Segregation of Reserves.** The Association shall segregate money held for reserves from regular operating and other accounts.

16.1.5. **Reserve Analysis.** The Association shall cause a reserve analysis with an onsite evaluation to be conducted no less frequently than every six (6) years. The Association shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years. The Reserve analysis shall include, at a minimum: (i) a list of the components identified in the reserve analysis that will reasonably require reserve funds; (ii) a statement of the probable remaining useful life, as of the date of the reserve analysis, of each component identified in the reserve analysis; (iii) an estimate of the cost to repair, replace, or restore each component identified in the reserve analysis; (iv) an estimate of the total annual contribution to a reserve fund necessary to meet the cost to repair, replace, or restore each component identified in the reserve analysis during the component's useful life and at the end of the component's useful life; and (v) a reserve funding plan that recommends how the Association may fund the annual contribution set forth in the reserve analysis. The reserve analysis and updates shall project a minimum of thirty (30) years into the future. As further provided below, the Association is not required to obtain a reserve analysis during the Declarant Control Period.

16.1.6. **Qualifications for Person Preparing Reserve Analysis.** The reserve analysis shall be prepared by a Person or Persons with (i) experience in current building technologies; (ii) a solid working knowledge of building-cost estimating and life-cycle costing for facilities; and (iii) the tools and knowledge to prepare a report. Preferably, the Person preparing the reserve study shall have the RS (Reserve Specialist) designation available through the Community Association Institute (CAI), the PRA (Professional Reserve Analyst) designation offered through the Association of Professional Reserve Analysts (APRA), or other designations by similar professional associations establishing that the Person has some formal training related to preparing a reserve analysis.

16.1.7. **Summary and Copies of Reserve Analysis.** The Association shall annually post and/or provide Owners a summary of the most recent reserve analysis or update and provide an opportunity for Owners to discuss reserves and to vote on how to fund the reserves and in what amount. The Association shall provide a copy of the complete reserve analysis or update to an Owner who makes a written request for a copy.

16.2. **Exceptions for Benefitted Common Area and Service Area Reserves.** The requirements set forth in Subsections 16.1.1 - .7 shall not apply to reserves, if any, for a Benefitted Common Area or Service Area.

17. GENERAL PROVISIONS

17.1. **Enforcement.** The Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all Restrictions, including the right to prevent the violation of any such Restrictions and the right to recover damages and other sums for such violation, including, but not limited to attorney fees and costs incurred in conjunction with such enforcement.

17.1.1. Each Owner, by taking title to a Unit, acknowledges and agrees that because a breach of the Governing Documents will result in immediate and irreparable injury to the Association and its other members for which they will not have an adequate remedy at law, the Association, if any such breach shall occur, be attempted, or be threatened, shall be entitled to an order of specific performance and to a temporary and permanent injunction enjoining such breach and to any and all other remedies to which the Association may be entitled pursuant to the Governing Documents or applicable law, without posting bond or furnishing other security and without proving special damages or irreparable injury, together with an award of attorney fees.

17.2. **No Liability of Officers.**

17.2.1. To the fullest extent permitted by applicable law, the Released Person shall not be liable to any Owner, Occupant, the Association, or any other Person for any damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval, course of action, act, omission, error or negligence.

Each Owner, Occupant, and other Person having any interest in the Project or entering upon or using any portion of the Project is deemed to acknowledge and accept the following:

(a) None of the Released Persons shall be liable or responsible for, or in any manner be guarantor or insurer of, the health, safety, or welfare of any Owner, Occupant or other Person entering upon or making use of any portion of the Project, including the transmission of any infectious disease or illness. Each Owner, Occupant and other Person assumes all risks associated with the use and enjoyment of the Project, including but not limited to, any recreational facilities upon or within the Project.

(b) None of the Released Persons shall be liable or responsible for any personal injury, illness, or any other loss or damage caused by the presence or malfunction of any utility line, equipment or substation, adjacent to, near, over, or on the Project. Each Owner, Occupant and other Person assumes all risks of personal injury, illness or other loss or damage arising from the presence of malfunction of any utility line, equipment or substation adjacent to, near, over or on the Project.

(c) No provision of this Declaration or any other Governing Document shall be construed or interpreted as creating a duty by any of the Released Persons to protect or further the health, safety or welfare of any Person, even if funds of the Association are used for such a purpose.

17.2.2. To the maximum extent permitted by the Utah Revised Nonprofit Corporation Act (Utah Code Ann. §16-6a-101, et seq.), the Association shall indemnify the Released Persons against all expenses and liabilities actually incurred by such Persons in connection with a proceeding (as defined in Utah Code Ann. §16-6a-102(37)), including but not limited to, attorney fees, witness fees (including expert witness fees), costs, and litigation related expenses, reasonably incurred or imposed upon them in connection with any proceeding to which they may be parties, or in which they may become involved, by reason of their being or having served in those capacities on behalf of the Association (or by reason of having appointed, removed or controlled or failed to control members of the Board or the Design Review Committee), or any settlement of any such proceeding. The Board further may elect to indemnify any agent of the Association. Any Released Person shall be entitled to indemnification whether or not such Person is serving in the specified capacity at the time the expenses are incurred, and the Association shall pay or reimburse reasonable expenses incurred by any such Person who was, is or is threatened to be made a party in a proceeding, in advance of the final disposition of the proceeding, to the maximum extent permitted by Section 16-6a-904 of the Utah Revised Nonprofit Corporation Act (as amended from time to time); provided, however, that payment or reimbursement of expenses pursuant to the procedures set forth in the Utah Revised Nonprofit Corporation Act may be conditioned upon a showing, satisfactory to the Board in its sole discretion, of the financial ability of the Released Person in question to make the repayment referred to in such Section. This right of indemnification shall be in addition to, and not exclusive of, all other rights to which the Released Person to be indemnified may be entitled at law or otherwise.

17.3. **Use of Funds Collected by the Association.** All funds collected by the Association, including, specifically, Assessments and contributions to the Association paid by the Owners, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner other than as a member of the Association or other than as a result of expenditures made for a permitted purpose as set forth in this Declaration.

17.4. **Owner Liability and Indemnification.** Each Owner shall be liable to every other Owner and to the Association for any damage to the Common Area and Facilities that may be sustained by reason of the negligent or intentional act that Owner or any intentional or negligent

act of any Occupant of that Owner's Unit, to the extent such losses and damages are either under the insurance deductible of the Association or not covered by the Association's insurance. Each Owner, by taking title to a Unit, agrees to indemnify each and every other Owner and Occupant in such other Owner's Unit, and to hold such other Persons harmless from, and to defend against, any claim of any Person for personal injury or property damage occurring within that Owner's Unit, except to the extent that: (a) such injury, damage, or claim is covered and defended by the Association's or such other Owner's liability insurance carrier; or (b) the injury or damage occurred by reason of the intentional act of the Association.

17.5. Areas of Owner Responsibility.

17.5.1. **Singl-Family Unit Maintenance.** Each single-family Unit Owner shall have the obligation to provide interior maintenance of their Unit and the Limited Common Areas serving each respective single-family Unit unless such maintenance is otherwise allocated to the Association as set forth herein or by a separate written instrument. Except to the extent that maintenance, repair, and upkeep of the Unit exteriors and/or Lots has been assigned to the Association as part of a Service Area, each single-family Unit Owner shall be responsible for the Lot and Unit exterior maintenance, repair, and upkeep including, without limitation, snow and ice removal. Likewise, each Owner shall be responsible to maintain the landscaping and other improvements within and on the Owner's Lot except to the extent such maintenance has been assigned to the Association as part of a Service Area. If applicable, each Owner of a Lot shall be responsible for the maintenance and upkeep of any landscaped park strip area adjacent to such Owner's Lot in compliance with City ordinances, unless the Association assumes the obligation for maintenance of the park strip through a written instrument.

17.6. **Maintenance Allocation Table.** A maintenance allocation table is attached here to Exhibit C, and clarifies the maintenance allocation for the Association, single-family Owners, and multi-family Owners. Unless expressly assumed by the Association, all maintenance obligations shall be the responsibility of the Owners. In the event of a conflict between Section 5.2, this Section 17 and Exhibit C, then Exhibit C shall control.

17.7. **Benefitted Common Area Improvements.** Subject to the terms and conditions of this Declaration, Owners, at their sole cost and expense, may install Benefitted Common Area Improvements within the Benefitted Common Area appurtenant to their respective Unit, in accordance with the following requirements:

17.7.1. The Owner shall submit an application to the Board requesting that a portion of the Common Area and Facilities adjacent to the Unit be converted from Common Area and Facilities to Benefitted Common Area. The application shall include a plan showing the exact location of the Benefitted Common Area and a description of the proposed Benefitted Common Area Improvements to be placed thereon.

17.7.2. The Owner shall be solely responsible for all costs and expenses associated with or relating to such Benefitted Common Area Improvements, including, without limitation, all

costs and expenses of installation, design, permits, insurance, construction, maintenance, repair, and replacement thereof, and the Benefitted Common Area and the Benefitted Common Area Improvements shall otherwise be considered part of the Unit for purposes of maintenance, repair, reconstruction, and insurance.

17.7.3. The Owner shall obtain the required approvals from the Design Review Committee and comply with the requirements of Sections 8 and 9. Without limiting the discretion and authority of the Design Review Committee, the Design Review Committee may withhold approval for installation of Benefitted Common Area Improvements based upon any of the following factors:

(a) The Design Review Committee has reason to believe that the Benefitted Common Area, patio, deck or other supporting structure will not support the size or weight of the Benefitted Common Area Improvements. If the Design Review Committee has such concerns, the Owner may overcome the same and obtain approval if the Owner, at the Owner's sole cost and expense, obtains and submits to the committee a written opinion from a licensed structural engineer providing the Design Review Committee with reasonably satisfactory assurances that the Benefitted Common Area, patio, deck or other supporting structure will structurally support the proposed Benefitted Common Area Improvements;

(b) The proposed Benefitted Common Area Improvements has a color scheme that detracts from and is not reasonably consistent with the appearance and colors of the exteriors of the Units in the Project;

(c) The size of the proposed Benefitted Common Area Improvements is unusually large for the proposed location, such that it detracts from the consistency and aesthetic visual appeal of the Project; or

(d) There is a risk of damage or harm to person or property.

17.7.4. The Owner shall be responsible for ensuring that the Benefitted Common Area on which the proposed Improvement will be located will structurally support the proposed Improvement, and that the proposed Improvement will not jeopardize the structural integrity of the Benefitted Common Area or the Unit.

17.7.5. The Owner shall indemnify, hold harmless, and agree to defend the Released Parties from and against any and all Claims arising from or relating to the installation, use, presence, repair, or removal of the Benefitted Common Area Improvements.

17.7.6. The Owner, at its sole cost and expense, shall obtain and maintain adequate and appropriate insurance coverage relating to the Benefitted Common Area Improvements. The Association shall not have any responsibility to obtain any form of insurance coverage relating to the Benefitted Common Area Improvements.

17.7.7. If the Owner removes the Benefitted Common Area Improvements, the Owner shall be responsible for all costs of removal. The Owner shall restore the Benefitted Common Area or the Unit on which the Benefitted Common Area Improvements were located to its original condition, and shall pay for all costs and expenses relating to such restoration.

17.8. **Variances.** The Board of Directors, at its option and in extenuating circumstances, may grant variances from the Restrictions set forth in Declaration if the Board of Directors determines, in its discretion: (a) either that the Restriction would create an unreasonable hardship or burden on an Owner or Occupant, or that a change of circumstances since the recordation of this Declaration has rendered such Restriction obsolete and unreasonable to enforce; and (b) that the activity permitted under the variance will not have any negative financial effect or any other materially adverse effect on the Owners or Occupants of the Project and is consistent with the Governing Documents. Any such variance shall be unenforceable and without any effect whatsoever unless reduced to writing and signed by every member of the then existing Board of Directors. No variance may be granted that is inconsistent with the Development Agreement, City ordinance, or the Act. No variance may be granted that relates to the payment of Assessments unless, after reasonable investigation under the circumstances, it clearly appears that the Owner is incapable of paying the Assessment and the Unit is being or has been transferred to a new Owner either voluntarily or involuntarily through foreclosure.

17.9. **Consent, Power of Attorney, Waiver.** By acceptance of a deed, lease, or other conveyance of an interest in a Unit, each Owner and Occupant consents to the rights reserved to the Declarant and the Association in this Declaration, including but not limited to, the right to prepare, execute, file, process, and record necessary and appropriate documents and other items to establish and grant easements and to make necessary and appropriate amendments of this Declaration, the Plat and the Bylaws. By such acceptance, each Owner and Occupant agrees to execute all documents and to do all other things as may be necessary or convenient to affect the same. Such acceptance shall be deemed an appointment of the Association, with full right of substitution, as the attorney-in-fact of such Owner or Occupant to execute such documents and to do such things on such Owner's or Occupant's behalf. Such appointment, being coupled with an interest, shall be irrevocable for the specific period of the Association's reserved rights as set forth in this Declaration and shall not be affected by the disability of any such Owner or Occupant.

17.10. **Security.** Neither the Declarant nor the Association, in any way, shall be considered an insurer, guarantor, or provider of security from criminal conduct within or relating to the Project. Neither the Declarant nor the Association shall be liable for any loss or damage by reason of criminal conduct arising, for any reason, including any failure to provide security or any ineffectiveness of security any measures undertaken. Each and every Owner and Occupant in the Project acknowledges that neither the Declarant nor the Association has any duty to any Owner or Occupant related to security or to prevent criminal conduct. By taking title to a Unit and/or residing in the Project, each Owner and Occupant acknowledges and agrees that neither the Declarant nor the Association nor the Board of Directors are insurers of the safety or well-being of Owners or Occupants or any of their personal property as it relates to criminal conduct, and specifically

waives any such claim and assumes all risks for loss or damage to Persons or property resulting from criminal conduct.

17.11. **Reasonable Accommodations.** Notwithstanding anything to the contrary in this Declaration, the Association, upon receipt of a written opinion from its counsel that such action is required, may make or permit reasonable accommodations or modifications to the Project that are otherwise prohibited by the Governing Documents, as required under Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act) as amended, to accommodate an Owner or Occupant with a disability (as defined by federal law at the time the accommodation is requested). Reasonable accommodations or modifications may include modifications to a Unit, the Common Area and Facilities, or deviations from provisions of the Governing Documents. Any such modification and accommodation made under this section shall not act as a waiver of the provisions of the Governing Documents with regard to anyone else.

17.12. **No Representations and Warranties and Disclaimers.** EACH OWNER AND OCCUPANT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THROUGH TAKING TITLE OR RESIDING IN THE PROJECT THAT THE ASSOCIATION AND THE BOARD OF DIRECTORS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND RELATED TO THE PROJECT AND THAT EACH OWNER OR OCCUPANT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO THE PROJECT. OWNERS HEREBY ACKNOWLEDGE THAT THEY UNDERSTAND THAT THE PROJECT MAY ADJOIN FUTURE UDOT EXPANSION, FUTURE DEVELOPMENT, AND FARM LAND THAT MAY CAUSE ODORS IN AND AROUND THE PROJECT.

18. **DECLARANT RIGHTS AND CONTROL**

18.1. **Special Declarant Rights.** Notwithstanding any other provisions in the Governing Documents to the contrary, the Declarant shall have the all rights and powers provided for in this Section 18. If any other article in this Declaration contains the words "notwithstanding anything to the contrary," or words of similar import, the article shall all nonetheless be subject to the terms in this Section 18.

18.2. **Right to Appoint the Board of Directors During Declarant Control Period.** The Declarant shall have the right to appoint and remove all Directors during the Declarant Control Period. In the appointment of Directors, the Declarant shall not be bound by any qualifications for Directors in the Governing Documents. The Declarant may elect to have a Board of Directors of fewer than the required number of members until the Declarant Control Period ends. The Declarant may assume (and shall be presumed to have assumed unless Declarant notifies the Association otherwise) the powers of the Board of Directors without appointing Directors pursuant to the rights granted in the Articles to the Declarant.

18.3. **Right to Appoint the Design Review Committee During Declarant Control Period.** The Declarant shall have the right to appoint and remove the member(s) of the Design Review Committee during the Declarant Control Period. In the appointment of the Design Review Committee, the Declarant shall not be bound by any qualifications in the Governing Documents, if any. The Declarant may elect to have a Design Review Committee of fewer than the required number of members until the Declarant Control Period ends. The Declarant may assume (and shall be presumed to have assumed unless Declarant notifies the Association otherwise) the powers of the Design Review Committee without appointing members during the Declarant Control Period.

18.4. **Declarant Retains All Rights and Authority During Declarant Control Period.** During the Declarant Control Period, the Declarant shall retain control, power, and authority over, and all decision-making ability or authority for the Association and/or the Project. During the Declarant Control Period, the Declarant may also assume (and shall be presumed to have assumed unless the Declarant notifies the Association otherwise) the powers and authority of the Design Review Committee without the Board of Directors appointment of Design Review Committee members. During the Declarant Control Period, the Declarant may pre-approve plans and/or waive design review fees for a bulk-lot builder. Notwithstanding anything in this Declaration to the contrary, during the Declarant Control Period, the Declarant shall have the discretion, without obligation, to hire a professional manager to manage the Project during the Declarant Control Period.

18.5. **Easement Rights.** The Declarant shall have and hereby retains an easement for access over, under, across and through the entire Project and may utilize, allow anyone else to utilize, or may grant easements over, under across, and through any easement right reserved to anyone in the Declaration.

18.6. **Right to Amend Plat.** Subject to necessary approvals from any applicable municipality or government agency, during the Declarant Control Period, the Declarant shall have the right to amend, change, supplement, or modify any Plat, subject only to the requirement that the Declarant get approval from any Owner of a Unit that has any boundary modified by the Plat.

18.7. **Reinvestment Fee and Assessment Exemption.** The Declarant shall be exempt from any Reinvestment Fee and Assessments including any regular Assessment, Benefitted Common Area Assessment, Service Area Assessments or Special Assessment.

18.8. **Right to Amend Governing Documents.** Until the expiration of the Declarant Control Period, the Declarant shall have the right to unilaterally amend, revise, and modify this Declaration, any Supplement to the Declaration establishing a Benefitted Common Area or Service Area or Additional Covenants, the Bylaws, the Articles, and the Rules in any way and at any time, including adding, removing, or changing substantive and material provisions, without any additional approvals from anyone including, but not limited to the Owners. Pursuant to §57-8a-217(6) of the Act, the Declarant's promulgation or amendment of any Rules shall be exempted from the Act's rule-making process. Any amendment to the Bylaws or this Declaration shall be effective upon the recordation of the amendment duly executed by an authorized officer of the

Declarant. When recorded, any such amendment shall be binding upon the Project and all Persons having an interest therein including Owners. Without limiting the generality of the foregoing, the Declarant alone may amend or terminate this Declaration prior to the closing of a sale or transfer of any Unit.

18.9. **Right to Designate Benefitted Common Area and Service Area and Modify Prior Designations.** Until the expiration of the Declarant Control Period, the Declarant shall have the unilateral authority and sole right to designate Benefitted Common Area and Service Area and to designate the particular Units assigned to such Benefitted Common Area or Service Area, as the case may be. During the Declarant Control Period, the Declarant shall have the unilateral authority and sole right to modify any previously designated Common Area and Facilities or Service Area and to adjust or modify the assignments of Units respectively thereto.

18.10. **Assignment of Special Declarant Rights.** The Declarant, at any time, may assign, transfer, or share all or some of its control, power, rights, exemptions, authority, or decision-making ability to the Association or any other Person prior to the end of the Declarant Control Period. In the case of the abandonment of the Project by the Declarant, the cessation of business by the Declarant, or the foreclosure of any undeveloped property that is subject to the provisions of this Declaration, the rights of the Declarant as provided for in this Declaration may be exercised by any owner of the undeveloped land within the Project or to be expanded into the Project.

18.11. **No Modification of Declarant Rights.** Any Declarant Rights in the Governing Documents and, specifically, in this Section 18, may not be substantively or procedurally altered during or after the Declarant Control Period without the written consent of the Declarant. Any document or amendment purporting to do so without the proper consent shall be void ab initio.

18.12. **Use of Units and Common Area and Facilities for Sales Activities.** During the Declarant Control Period, the Declarant shall have the right to use any Unit owned by it, and any part of the Common Area and Facilities and any part of any Benefitted Common Area in furtherance of any activities designed to accomplish or facilitate construction, improvement and sale of all Units owned by the Declarant or to be added to the Project, and the construction and improvement of all Common Area and Facilities and Benefitted Common Area as the Declarant, from time to time, may desire. The Declarant shall have the right to maintain one or more sales offices. Such offices may be located on any Unit with the permission of the Owner of that Unit, who may be the Declarant, or in one or more separate structures, trailers, or facilities placed in the Project for the purpose of aiding the Declarant's sales efforts, or any combination of the foregoing. The Declarant shall also have the right to maintain any number and size of promotional, advertising, or directional signs, banners, or similar structures or devices at any place or places in the Project. The Declarant shall also have the right to designate by signs or otherwise any street or other parking as parking for sales only or to otherwise restrict and use any Common Area parking. The Declarant shall have the right from time to time to relocate, move, remove, or add to any of its sales offices, parking restrictions, signs, banners or similar structures or devices.

18.13. **Facilities Open to the Public.** The Declarant shall have the right to establish certain facilities and areas within the Project for the use and enjoyment of the public. Such facilities and areas may include, by way of example, open space, trails, paths, parks and other neighborhood areas conducive to public gatherings. The Declarant may designate such facilities and areas as open to the public at the time the same is made the responsibility of the Association or the Board of Directors may so designate at any time thereafter.

18.14. **Declarant Rights Do Not Impose Obligations.** The Declarant Rights provided for in this Section 18 shall not be construed to impose any obligation, legal or equitable, related to any matter or issue to which they might apply. The Association and each Owner, by taking title to a Unit, waive and disclaim any such duty and affirmatively acknowledge that no such duty exists or should be imposed as a result of the Special Declarant Rights.

18.15. **Declarant Exemption from Statutory Obligations.** Pursuant to §57-8a-217(6) of the Act, Declarant is hereby exempt from the provisions of §57-8a-217 of the Act. Pursuant to §57-8a-211(10) of the Act and elsewhere herein, §57-8a-211(2)-(9) of the Act shall not apply or have any effect during the Declarant Control Period and, as allowed specifically by law, the Declarant shall have no duty whatsoever to obtain a Reserve Analysis or to fund any Reserve Fund during the Declarant Control Period.

18.16. **Authority to Grant Exemptions.** In its sole discretion, Declarant may grant exemptions from any provisions of this Declaration or other Governing Documents to a Person engaged in the construction, development, marketing, or selling of Lots or Units within the Property. This includes, without any limitation, exemption from Assessments, reinvestment fees, Design Guidelines, and so forth.

19. CONFLICT AND LITIGATION AVOIDANCE

NOTICE: Notwithstanding anything in this Declaration to the contrary, this Section 19 shall not limit, supersede or override the Association's legal remedies or cure period(s) set forth in Section 7 of this Declaration related to an Owner's nonpayment of Assessment(s) or other monetary obligations set forth in the Declaration. The Association may immediately exercise any rights under Section 7 of this Declaration and exercise its remedies related to non-payment of Assessments or to enforce the terms and conditions of this Declaration.

19.1. **Statement of Intent.** Every Owner is capable of obtaining an inspection and is permitted to perform any inspection on any Unit that Owner is purchasing or may otherwise be acquiring and on any aspect of the Project. Having had the ability to inspect prior to purchasing a Unit, it therefore is acknowledged that it is unfair and improper thereafter to seek to have the Declarant or any subcontractor performing work in the Project change, upgrade, or add additional work to the Project outside of any express warranty obligation. Moreover, each Owner (by taking title to a Unit) and the Declarant acknowledge and agree that litigation is an undesirable method of resolving certain conflicts in that it is slow, expensive, uncertain, and can often negatively impact the value, sale, and ability to obtain financing for the purchase of a Unit for years, unfairly

prejudicing those Owners who must sell or who want to sell their respective Units during any period when litigation is pending. For this reason, each Owner, by taking title to a Unit, and the Declarant agree and acknowledge that certain disputes simply shall not be pursued, to the extent permitted by law, and that other disputes shall be pursued only through certain specific alternative dispute resolution mechanisms and only after full disclosure, right to cure periods, and knowing approval of the Owners. The intent of this Section 19 is to eliminate, to the extent possible, claims against or involving the Declarant and claims related to the construction of the Subdivision Improvements, the Common Area and Facilities, the Benefitted Common Area and the Units in the Project, and, when and if any such claim is permitted as a matter of law or pursuant to this Declaration, to ensure that every opportunity is made to resolve the claim outside of litigation. This effort shall include, but not be limited to, the right to cure and the requirements for mediation and arbitration.

19.2. **Association Warranties.** The Declarant may, but is not obligated to, provide for certain warranties from contractors or subcontractors to the Association related to the construction of the Project (“**Association Warranties**” or an “**Association Warranty**”). The Association shall have the right, as provided for in any such warranties, to directly enforce and seek performance of these warranties from the contractors or subcontractors who performed the work in the construction of the Project. There is no guarantee or warranty by the Declarant that any warranties will be provided or that the warranties will cover any particular component or aspect of the Project.

19.3. **Owner Warranties.** The Declarant, builder, or contractor may have provided certain warranties to the Owners related to the Unit purchased (“**Owner Warranties**” or an “**Owner Warranty**”). The first Owner of a Unit to whom any warranty is issued or with whom a legal warranty arises, and only that Owner, shall have the right to directly enforce and seek performance from the entity providing such warranty of any terms of the warranty and only consistent with the warranty itself. The Association shall have no right to seek the performance of or take assignment of any rights in any warranties granted to any Owner and the Owner shall have no right to assign any rights of any kind arising under a warranty to the Association.

19.4. **Limitation on Claims.** Any Claims by the Association, the Board or any Owner against Declarant or any building, contractor and/or subcontractor for judicial, arbitral, or administrative relief for acts, errors, omissions, or breach arising out of or related the design or construction of the Common Area and Facilities, the sale of or conveyance of any portion of the Project, or this Declaration or any other agreement, whether based in tort, contract, warranty, strict liability, indemnity, contribution, or other source of law shall be commenced within two (2) years of substantial completion of the Common Area and Facilities. The Association, the Board and the Owners waive all Claims not asserted within this time. This Section is expressly intended to set forth a period of repose enforceable under Section 78B-2-225(9) of the Utah Code and to reduce the periods of limitation and repose prescribed by Section 78B-2-225 of the Utah Code. Also, the Association, the Board and the Owners waive all Claims for consequential damages, including but not limited to lost rents, rental expenses, loss of use, financing, stigma, and loss of reputation. To the extent the Association, the Board and the Owners damages are covered by insurance or a third-party warranty, including but not limited to the Association Warranties or the Owner Warranties,

the Association, the Board and the Owners waive all rights against Declarant and the builders, contractors, subcontractors, designers, consultants, agents, and their employees for damages. The Association, the Board and the Owners agree that they shall not participate in any class action proceeding and that any Claims shall not be joined or consolidated with the Claims made by any other party, including any other Owner. In the event the Association, the Board or an Owner does participate in any class action or joins or consolidates the Claims with the Claims of any other party, the Association, the Board and the Owner understands that such action is a material default under this Declaration and the Association, the Board or the Owner, as the case may be, shall thereby waive and generally and completely release any and all Claims whatsoever, known or unknown against Declarant and the builders, contractors, subcontractors, designers, consultants, agents, and their employees.

19.5. **Waiver of Subrogation and Release.** The Association and each Owner waives, and shall cause its insurance carrier to waive, any right to subrogation against the Declarant or any builder or contractor of any portion of the Project. This waiver shall be broadly construed and applied to waive, among other things, any attempt by any insurer of any Owner or of the Association from pursuing or exercising any subrogation rights, whether arising by contract, common law, or otherwise, against the Declarant, a builder, a contractor, or a subcontractor, and their officers, employees, owners, and representatives. To the fullest extent permitted by law, the Association and Owners hereby release Declarant and builder and contractors and subcontractors, their officers, employees, owners, and representatives from any and all liability to the Association and all Owners, and anyone claiming through or under them by way of subrogation or otherwise, for any loss, injury, or damage to property, caused by fire or any other casualty or event, even if such fire or other casualty shall have been caused by the fault or negligence of Declarant, builder, contractor, or subcontractor, their officers, employees, owners, and representatives. The Association and each Owner agrees that all policies of insurance shall contain a clause or endorsement to the effect that this release and waiver of subrogation shall not adversely affect or impair such policies or prejudice the right of the Association or any Owner to recover thereunder. The Association and all Owners shall indemnify and defend the Declarant, the builder, the contractor and any of their officers, employees, owners, or representatives from any Claims barred or released by this provision, including but not limited to any Claim brought under any right of subrogation.

19.6. **Waiver of Claims by Owner.** Notwithstanding any other provision in this Declaration, except as to an Owner Warranty and to the fullest extent permitted by the law, an Owner shall not and agrees not to commence or maintain any litigation, arbitration, or other action against the Declarant, the builder, the contractor, and/or the subcontractors, or any of their officers, directors, members, employees, or agents for any reason, including but not limited to alleged construction defects, any related damages, or any damages arising therefrom.

19.7. **Waiver of Claims by Association.** Notwithstanding any other provision in this Declaration, and to the fullest extent permitted by the law, the Association or the Board or any officer of the Association shall not and cannot commence or maintain any litigation, arbitration, or other action against the Declarant, a builder, and/or the contractor or any of their officers,

directors, members, employees, or agents for any reason, including but not limited to for alleged construction defects, any related claims, or any damages arising therefrom other than arising from an Association Warranty.

19.8. **Indemnification and Waivers by Association and Owners.** The Association shall indemnify and defend the Declarant, the builder, and/or the contractor and their officers, directors, members, employees, and agents against any litigation, arbitration, or the assertion of any Claims arising out of any alleged construction defect in or related to the Project and/or any damages arising therefrom, except to the extent covered by an Association Warranty. By purchasing a Unit, the Owner specifically disclaims and releases the Declarant, the builder and/or the contractor from any Claim, known or unknown, related to any defect in the Project not specifically covered by either an Association Warranty or an Owner Warranty, except only as limited by law. The Association and each Owner acknowledges and agrees that the Association Warranties and the Owner Warranties, if provided, and whatever coverage they might provide are the sole remedy of the Association related to any alleged or actual construction defects. In case of any Claims, litigation or legal proceedings asserted or related to any construction defect arising in any Unit, the Owner agrees to defend the Declarant, builder and/or contractor (which shall permit the Declarant, builder, and/or contractor to select counsel and require the Owner to advance all costs and fees related to any such Claim) from any such Claim and to indemnify Declarant, the builder, the contractor, and/or the subcontractors from any liability arising therefrom.

19.9. **Acceptance of Condition.** Subject only to the provisions in the Owner Warranties and any Association Warranties (if any), the Association and the Owners take ownership and possession of the Units, Common Area and Facilities, and Limited Common Area and Benefitted Common Area “AS IS” and “WITH ALL FAULTS” with no warranties of any kind except as otherwise required as a matter of law. The Declarant specifically disclaims, and the Association and any Owner hereby waive, any warranties of merchantability, fitness for a particular use, or of habitability, to the full extent allowed by law.

19.10. **Dispute Resolution.** Declarant, Association, its officers and Directors, and all Owners (each a “**Bound Party**” as used in this Section) agree to encourage the amicable resolution of any disputes, grievances, and Claims regarding the design, initial construction, allegations of latent or patent construction defects, condition, or sale of any part of the Project or any improvements thereon involving any Bound Party without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to the following mandatory procedures for resolving all Claims.

19.10.1. If otherwise allowed by law notwithstanding the terms of this Declaration or if allowed in this Declaration, prior to the Association or any Owner (a “**Claimant**”) initiating a Claim or making any demand or commencing any mediation, arbitration, or litigation (any “action”) (other than Claims made solely upon an Association Warranty or an Owner Warranty against a contractor or subcontractor) against the Association (if applicable), a Declarant or any builder, contractor, or subcontractor involved in the original construction of the Project (“**Respondent**”) (the Claimant and Respondent referred to herein being individually referred to as

a “**Party**” or collectively referred to as the “**Parties**”) shall notify each Respondent in writing (“**Notice**”), stating plainly and concisely:

- (a) The nature of the Claim, including the Persons involved and Respondent’s role in the Claim;
- (b) The legal basis of the Claim (i.e. the specific authority out of which the Claim arises);
- (c) A specific breakdown and calculation of any alleged damages;
- (d) A specific description of the Claims along with any supporting opinions, information, or other factual evidence upon which the Claims are based;
- (e) Photographs of any alleged condition, if applicable;
- (f) Samples of any alleged defective conditions or materials;
- (g) All efforts taken to avoid, mitigate, or minimize the Claims or any alleged damages arising therefrom;
- (h) The names, phone numbers, and address of every Person providing factual information, legal or factual analysis, or legal or factual opinions related to the Claims;
- (i) The proposed remedy;
- (j) The fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim; and
- (k) That the Person alleged to be responsible shall have one hundred eighty (180) days to cure or resolve the Claim.

19.10.2. Within sixty (60) days of providing the Notice, the Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

19.10.3. In the event that the Claim is not resolved within sixty (60) days following the meeting or in a time period as agreed to by the Parties; or if the meeting fails to take place within the time period required above despite good faith efforts, except for any Claim that may be filed by the Association against the Declarant or an affiliate of the Declarant, the Claimant may proceed with a Proceeding against the Respondent following one hundred eighty (180) days of the original Notice, except as may be limited by Section 20 below.

19.10.4. Before initiating any Proceeding for any Claim against the Declarant or an affiliate of Declarant, in addition to the requirements and limitations set forth in Section 19.3 below, the Association shall:

19.10.4.1. Provide full disclosure in writing to all Owners of all material information relating to the Claim, which includes without limitation, a statement describing the nature of the Claim, the manner in which the Claim will be funded and a statement describing any demands, notices, offers to settle or responses to offers to settle made either by the Association or the Declarant or its affiliate, if applicable. The notice will also contain the following information:

(a) a disclosure/statement in bold and upper case type and not less than 22-point font:

The Association is contemplating serious and potentially time-consuming and expensive litigation against the Declarant of this project. This litigation could cost you money in the form of increased assessments and will likely impact the resale value of your unit and your ability to sell your unit while this litigation is pending. This litigation could take years to resolve. You should think seriously about this issue and attend the meeting on this issue.

(b) a budget and detailed breakdown of all costs and legal fees reasonably estimated to be caused by the expected litigation including a breakdown of any costs and fees to be advanced by anyone including any attorney or other representative of the Association under any contingency arrangement, and all those costs and fees to be paid directly by the Association, all of which shall assume the litigation will last five years (unless it is reasonably expected to last longer in which case the longer period shall be used for this estimate) and require a trial on the merits;

(c) a detailed explanation of where any money to be paid by the Association will be obtained including a per Unit breakdown of all costs and fees per year, assuming the litigation will last five years;

(d) a written statement of each Board member indicating that Person's position on the litigation;

(e) a copy of a legal opinion on the likelihood of success of any such litigation or arbitration from an attorney (not compensated on a contingency fee basis) not associated with the attorney or law firm who is anticipated to bring any such action, analyzing the applicable law, Governing Documents, and all relevant and known factual information;

(f) all terms of the agreement between the Association and the attorney or law firm proposed to prosecuting the action including a copy of any engagement letter, contract, or agreement related to that representation; and

(g) a detailed description of the alleged Claims against the Declarant and of all efforts by the Association to resolve those Claims prior to commencing any action, and a statement describing any demands, notices, offers to settle or responses to offers to settle made either by the Association or the Declarant or the builder, contractor or subcontractor, if applicable.

19.10.4.2. Call and hold a special meeting of the Owners to discuss the Claim and disclosures, and provide at least 72 hours' notice to each Bound Party of such meeting, and permit a representative of each Bound Party to attend the special meeting; and

19.10.4.3. Receive approval from at least two-thirds (2/3) of the entire voting interests of the Association, who must be present in person or by proxy at the special meeting, to initiate any Proceeding of the Claim against the Declarant and/or its affiliate, if applicable.

19.10.5. Any post-turnover litigation involving the Bound Parties shall strictly comply with each of the provisions of this Section. The Parties hereby covenant, stipulate, and agree that in the event the Bound Parties fail to satisfy the prerequisites set forth herein, the non-compliant party will indemnify, defend, hold harmless, and exculpate the other Bound Party to the fullest extent permissible by law, and the non-breaching Bound Party shall be entitled to recover any and all attorney fees and costs expended as a result of enforcing this Section, which fees and costs may include, without limitation, pre-litigation attorney fees, costs incurred in connection with investigation of potential Claims, including expert and consultant fees, testing fees, contractor fees, and insurance deductibles. The Bound Parties further covenant, stipulate, and agree that failure to comply with this Section herein will result in damages to Declarant including, without limitation, reputational harm, lost revenues, and loss of business and sales opportunities.

19.10.6. Any provision in this Declaration notwithstanding: (1) other than as set forth in this Section, the Association shall have no power whatsoever to institute, prosecute, maintain, or intervene in any Proceeding; and (2) any institution, prosecution or maintenance of, or intervention in, a Proceeding by the Board without first strictly complying with, and thereafter continuing to comply with, each of the provisions of this Section, shall be unauthorized and ultra vires (i.e., an unauthorized and unlawful act, beyond the scope of authority of the corporation or of the person(s) undertaking such act) as to the Association, and shall subject any Director who voted or acted in any manner to violate or avoid the provisions and/or requirements of this Section to personal liability to the Association for all costs and liabilities incurred by reason of the unauthorized institution, prosecution, or maintenance of, or intervention in, the Proceeding; and (3) this Section may not be amended or deleted at any time without the express prior written approval of: (a) members representing not less than sixty-seven percent (67%) of the total voting power of the Association, (b) not less than seventy-five percent (75%) of the total voting power of the Board, and (c) the Declarant during the Declarant Control Period. Any purported amendment or deletion of this Section or any portion hereof, without all of these express prior written approvals shall be void.

19.10.7. The dispute resolution procedures in this Section are in addition to and are not superseded by those protections provided to the Declarant by the Act, including, but not limited to, §57-8a-228.

19.10.8. The Association, the Board, any officer of the Association, and the Owners agree that any Claims or Actions, the subject matter of any proceeding, and the results of any proceeding, including any settlement, shall be confidential and not disclosed to any other person or entity, including any other Owner, other than (a) in confidence with its own legal, financial, insurance or tax professionals, (b) in necessary communication with appropriate federal, state or local tax authorities, (c) to any person necessary to perform or satisfy the award, or (d) to any other person as may be required to comply with a subpoena, court order or legal process; provided, however, that Declarant shall be afforded a reasonable opportunity after written notice to object to the same. The Association, the Board, the officers of the Association, and the Owners, as the case may be, shall advise any legal, financial, insurance, or tax professional to whom such party discloses any confidential information or information about the Claims and/or Actions and any settlement or award that such information as permitted herein is to be held in confidence.

19.10.9. In addition to the requirements set forth in this Section 19 and Section 20 below, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Declarant (if during the Declarant Control Period) and a vote of seventy-five percent (75%) of the Class “A” Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

19.10.10. ALL PARTIES HEREBY AGREE TO RESOLVE ANY CLAIM ACCORDING TO THE PROVISIONS OF THIS SECTION AND SUCH PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO PURSUE THE CLAIM IN ANY MANNER OTHER THAN AS PROVIDED IN THIS SECTION.

20. MANDATORY BINDING ARBITRATION FOR MATTERS INVOLVING DECLARANT

In addition to the requirements and procedures set forth in Section 19.2 above, the Association and each Owner is deemed to have accepted and agreed to comply with the terms of this Section.

20.1. Any and all Claims, controversies, breaches, or disputes (each a “**Dispute**”) involving the Declarant or any affiliate of the Declarant, and any Owner or the Association (individually referred to as a “**Party**” or collectively referred to as the “**Parties**”) arising out of or related to this Declaration, the Units, the sale of a Unit, or any transaction related thereto, whether such Dispute is based on contract, tort, statute, or in equity, including, without limitation, any Dispute over: breach of contract, negligent or intentional misrepresentation or fraud,

nondisclosure, breach of any alleged duty of good faith and fair dealing, allegations of latent or patent construction defects, breach of any fiduciary duty, or any other matter arising out of or related to the interpretation of any term or provision of this Declaration, sales agreement, or otherwise, shall be arbitrated pursuant to the Federal Arbitration Act (9 U.S.C. §1, et seq.) (“**FAA**”) and subject to the procedures set forth in Sections 19.

20.2. Such Dispute shall be submitted to binding arbitration by and pursuant to the rules of the American Arbitration Association (“**AAA**”), pursuant to its construction arbitration program, or such alternative as mutually agreed by the Parties. If AAA is not available and the Parties involved in the Dispute are unable to agree on another alternative, then either Party may, pursuant to the applicable provisions of the FAA, apply to a court of competent jurisdiction to designate an arbitration service provider, which designation shall be binding upon the Parties. The rules and procedures of such alternative arbitration service in effect at the time the request for arbitration is submitted shall be followed.

20.3. The following are general arbitration provisions:

20.3.1. The matters herein involve and concern interstate commerce and are governed by the provisions of the FAA now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule. Accordingly, any and all disputes shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the FAA.

20.3.1.1. To the extent that any state or local law, ordinance, regulation, or judicial rule shall be inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the arbitration service rules shall govern the conduct of the proceeding.

20.3.1.2. This Section 2019.3 shall inure to the benefit of, and be enforceable by, the Declarant, affiliates of the Declarant, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom the Association or Owner contents is responsible for any alleged defect in or to the Project.

20.3.1.3. In the event any dispute is submitted to arbitration, each Party shall bear its own attorney fees and costs (including expert costs) for the arbitration, unless the arbitrator orders otherwise in accordance with the terms of Section 15.

20.3.1.4. The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration. The decision of the arbitrator shall be final and binding. The Parties expressly agree that an application to confirm, vacate, modify, or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in Davis County.

20.3.1.5. The participation by any party in any judicial proceeding concerning this Section 20.3 or any matter arbitration-able hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in, or to refuse to enforce this Section 19.3. Attorney fees and costs shall be borne pursuant to Section 3.1.3 above.

20.3.1.6. The fees to initiate the arbitration shall be advanced by the Party bringing the Claim and subsequent fees and costs of the arbitration and/or arbitrator shall be borne equally by the Parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator shall ultimately be borne as determined by the arbitrator.

20.3.1.7. The arbitrator appointed to serve shall be a neutral and impartial individual.

20.3.1.8. If any provision of this Section 20.3 shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

20.3.1.9. All parties governed by this Declaration acknowledge and agree that they are waiving any rights to have the Disputes described by this Section 20.3 decided in a court or by a jury trial.

20.4. **Landowners.** All Persons owning land that is initially or subsequently incorporated into the Project and who sign the Declaration or any amendment thereto subjecting that land to the Declaration and incorporating it into the Project, shall be afforded the same rights, protections, and litigation avoidance procedures that are provided for the Declarant in this Section 19.

21. HUD APPROVAL

The Declarant and the Association desire that the Project shall become and remain an approved project by the U.S. Department of Housing and Urban Development (“**HUD**”) and the Federal Housing Administration (“**FHA**”). It is acknowledged that the requirements for approval by HUD and FHA may change over time. In the event of any conflict between the terms and conditions of the HUD and/or FHA approval guidelines for the Project, the terms and conditions of this Declaration and the Governing Documents shall be modified to be in compliance with the then existing requirements of FHA and HUD subject to the Act and any applicable laws. In the event of any conflict between the Act (and any applicable laws), the Declaration, and any HUD and/or FHA approval guidelines, the Act (and any applicable laws) shall control and govern. Notwithstanding the above, the Declarant during the Period of Administrative Control or at least sixty-seven percent (67%) of the total voting interest of the Owners at a meeting of the Association may modify this provision whereby the Declaration and other Government Documents shall no longer be subject to the then existing requirements of FHA and HUD.

[CERTIFICATION AND SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by a duly authorized representative.

DATED as of the ____ day of _____, 2022.

DECLARANT

CW THE LANE, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the ____ day of _____, 2022, personally appeared before me _____ who by me being duly sworn, did say that she/he is the _____ of CW The Lane, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

(Notary Signature)

(Seal)

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

EXHIBIT B
BYLAWS OF
THE LANE OWNERS ASSOCIATION, INC.
(Centerville City, Davis County, Utah)

THESE BYLAWS OF THE LANE OWNERS ASSOCIATION, INC., are effective upon recording in the office of the Davis County Recorder pursuant to the Utah Community Association Act and the Utah Revised Nonprofit Corporation Act (referred to collectively herein as the “**Acts**”).

RECITALS

A. The Association is organized for any and all lawful purposes for which a nonprofit corporation may be organized under the Utah Revised Nonprofit Corporation Act, as amended, subject to the terms and conditions contained in the Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for The Lane (the “**Declaration**”) and Articles of Incorporation for The Lane Owners Association, Inc. (the “**Articles**”).

B. These Bylaws are adopted in order to complement the Declaration, to further define the rights of the Association and the Owners, to provide for the ability to effectively govern and operate the Association and the Project, and, to further the Association’s efforts to safely, efficiently, and economically provide a quality living environment.

ARTICLE I
DEFINITIONS

Capitalized terms used herein shall have the same meaning and effect given to such terms in the Declaration except as otherwise provided herein or as may be required by context.

ARTICLE II
APPLICATION

All present and future Owners, Occupants, mortgagees, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, and the Rules. The mere acquisition or rental of any of the Units, or the mere act of occupancy or use of any such Units or the Common Area and Facilities will signify that these Bylaws, the Declaration, and the Rules are accepted, ratified, and will be complied with by such persons.

ARTICLE III
MEMBERSHIP IN ASSOCIATION; VOTING; MEETING OF OWNERS

3.1 Membership in Association. Declarant, so long as Declarant owns a Lot, and every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to ownership of any Lot. Each Lot in the Project shall be entitled to one (1) vote. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If a Lot is owned by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Lot is held. Ownership of a Lot within the Project cannot be separated from the Association membership appurtenant thereto, and any devise, conveyance or other disposition of a Lot shall constitute a devise, conveyance or other disposition, respectively, of such Owner's membership in the Association and the rights appurtenant thereto. The foregoing is not intended to include conveyances made solely for the purpose of securing performance of an obligation.

3.2 Voting. Unless otherwise provided for herein, or required by the Declaration, all matters submitted to a vote shall be by a majority vote of all votes cast. Notwithstanding the foregoing, during the Declarant Control Period, Declarant may act in all Association matters with or without a vote of the Owners. To the extent any matters are submitted to a vote of the Owners during the Declarant Control Period, the same shall be approved and implemented if, and only if, the Declarant also approves such matters. After the Declarant Control Period, all matters submitted to a vote of the Association shall be decided by the votes of the Owners. A change in the ownership of a Lot shall be effective for voting purposes from the time the deed or other instrument effecting such change is recorded. Thereafter, the new Owner shall give the Board written notice of such change of ownership and provide satisfactory evidence thereof. The vote for each Lot must be cast as one vote, and fractional votes shall not be allowed. In the event that a Lot is owned by more than one (1) Owner the vote for the Lot shall be cast as such Owners decide among themselves. In the event such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that such Owner was acting with the authority and consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one Owner attempts to cast the vote for a particular Lot, the vote for that Lot shall be deemed void and shall not be counted.

3.3 Annual Meeting. During the Declarant Control Period, annual meetings are not required and will only be held in the sole discretion of the Declarant. Thereafter, the annual meeting of the Owners shall be held each year on a day and at a time established by the Board. The purpose of the annual meeting shall be electing Directors and transacting such other business as may come before the meeting. If the election of Directors cannot be held on the day designated for the annual meeting of the Owners, or at any adjournment thereof, the Board shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient or at the next annual meeting of the Owners. The Board may from time to time by resolution change the month, date, and time for the annual meeting of the Owners.

3.4 Special Meetings. During the Declarant Control Period, the Declarant shall have the

sole right to call a special meeting. Thereafter, special meetings of the Association may be called at any time by the Board, or upon written request of the Owners who are entitled to vote thirty-three percent (33%) of all of the total votes of the Association. Any written request for a special meeting presented by the Owners shall be delivered to the Board and shall include the original signature of each Owner affirmatively supporting such request along with a complete statement of the purpose of the meeting on each page containing signatures. The Board shall then call, provide notice of, and conduct a special meeting within forty-five (45) days of receipt of the request.

3.5 Notice of Meetings. Written notice of each meeting of the Association shall be given by, or at the direction of, the Secretary / Treasurer or person authorized by the Board to call the meeting, by mailing a copy of such notice, postage prepaid, or by email, text message or other mode of electronic or digital communication, to the extent not prohibited by law, at least fifteen (15) days, and no more than sixty (60) days, before such meeting to each Owner entitled to vote, addressed to the Owner's address, email address, number for text messaging, or other mode of electronic or digital communication last appearing on the books of the Association, or supplied by such Owner to the Association for the purpose of notice. Each Owner shall register with the Association such Owner's current email address, phone number (indicating whether the same is capable of receiving text messages), and mailing address for the purposes of notice hereunder. Such registered email, phone number, and mailing addresses may be changed from time to time by notice in writing to the Association. If no address is registered with the Association, an Owner's Unit shall be deemed to be the Owner's registered address and notice to the Unit address may be made by first-class mail or by posting the meeting notice on the front door. Such notice shall specify the place, day and hour of the meeting, and, the purpose of the meeting. The President of the Association will chair meetings of the Owners. The presence of an Owner at a meeting shall be deemed to waive any objection such Owner has to the form and scope of the notice unless such Owner objects at the outset of the meeting.

3.6 Record Date for Notice Purposes. The Board may designate a record date, which shall not be more than sixty (60) nor less than fifteen (15) days prior to the meeting, for the purpose of determining Owners entitled to notice for any meeting of the Owners. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice. The persons or entities appearing in the records of the Association on such record date as the Owner(s) of record of Units in the Project shall be deemed to be the Owners of record entitled to notice of the meeting of the Owners.

3.7 Place of Meetings. The Board may designate any place in Davis County that is reasonably convenient for the Owners as the place of meeting for any annual or special meeting. If no designation is made, or if a special meeting is otherwise called, the place of the meeting shall be held at the office of the Association.

3.8 Quorum. Except for meetings addressing an amendment of these Bylaws, an amendment of the Declaration, or other matters for which the affirmative votes of a certain percentage of Owners is required for approval, the Owners present in person or by proxy at a meeting of the Association shall constitute a quorum. Where a certain percentage of affirmative

votes of Owners is required to approve an action and such action is to be discussed at the meeting, a quorum shall consist of not less than the number of affirmative votes required to approve such action.

3.9 Proxies. At all meetings of the Association, each Owner may vote in person or by proxy. All proxies shall be in writing, signed by the applicable Owner(s) of the Unit(s), and filed with the Secretary / Treasurer or any professional manager the Association chooses to retain. Every proxy shall be revocable and shall automatically cease upon conveyance by the Owner(s) of his or her Lot(s).

3.10 Waiver. All inaccuracies and irregularities in calls or notices of meetings and in the manner of voting, in the form of proxies and the method of ascertaining Owners present, and in the decision and votes of the Board or of the Owners shall be deemed waived if no objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within thirty (30) days of notice of any decision by the Board. The presence of an Owner in person at any meeting of the Owners shall be deemed a waiver of any notice requirements.

3.11 Action Taken Without a Meeting. Owners have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of Owners in accordance with the requirements of Utah Code Ann. §16-6a-707 and any other applicable sections of the Acts. Any action so approved shall have the same effect as though taken at a meeting of the Owners.

ARTICLE IV BOARD; SELECTION; TERM OF OFFICE

4.1 General Powers. The Project and the affairs and business of the Association shall be managed by the Board. The Board may exercise business judgment and all of the powers of the Association, whether derived from the Declaration, the Bylaws, the Articles of Incorporation, or the Acts except such powers that the Declaration, the Bylaws, the Articles of Incorporation and the Acts vest solely in the Owners.

4.2. Number, Selection and Tenure. The Association will be composed of three (3) Directors. Initially, the Board will have three (3) Directors who will be selected by the Declarant. The Declarant shall decide who serves on the Board during the Declarant Control Period and may increase the number of Directors. After the Declarant Control Period, the Board will consist of three (3) Directors. Within ninety (90) days after the end of the Declarant Control Period, the Association shall hold an election at which the Owners shall be entitled to elect all three (3) Directors. Upon such election, the terms of the Directors will be staggered as follows: the two (2) Directors receiving the highest number of votes in such election shall serve for an initial term of three (3) years, and the one (1) Director receiving the next highest number of votes shall serve for an initial term of two (2) years. After the expiration of the initial terms, all Directors shall serve terms of two (2) years. After the Declarant Control Period, the Board may change the number of Directors on the Board by the vote of a majority of Directors. In addition, after the Declarant

Control Period the Owners may change the number of Directors by the vote of a majority of Owners. Notwithstanding the foregoing, there shall always be an odd number of Director slots and the terms of the Directors shall be staggered. Notwithstanding the foregoing, Declarant may, at Declarant's discretion, allow one (1) or more seats on the Board to be filled by an Owner chosen by the Members of the Association at any time during the Declarant Control Period. Such action shall not be deemed as a termination of the Declarant Control Period or a waiver of any of the rights of Declarant as provided herein.

4.3 Removal and Replacement. After the Declarant Control Period, a Director may be removed with or without cause by a majority vote of the other Directors or by a majority vote of the Owners at a meeting of the Owners called for the purpose of voting on removal. If a Director is removed, the remaining Directors (provided there are at least two (2) Directors serving) shall determine a replacement Director to fill the remainder of the term of the removed Director. If the Board cannot determine a replacement, or if there are not two (2) Directors then serving, the Owners shall fill vacancies on the Board at a meeting called for the purpose of filling vacancies.

4.4 Non-Liability of Officials. To the fullest extent permitted by law, none of the following Persons: (i) every Director and officer of the Association, (ii) every member of the Design Review Committee, or other committees of the Association, (iii) Declarant and the Declarant Related Parties, and (iv) all employees of the Association (collectively, the "Released Persons") shall be liable to any Owner, Occupant, the Association or any other Person for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, inaction, omission, error, negligence or the like made in good faith and which the following Persons reasonably believed to be within the scope of their representative duties. Each Owner, Occupant and other Person having any interest in the Project or entering upon or using any portion of the Project is deemed to acknowledge and accept the following:

(a) None of the Released Persons shall be liable or responsible for, or in any manner be guarantor or insurer of, the health, safety, or welfare of any Owner, Occupant or other Person entering upon or making use of any portion of the Project. Each Owner, Occupant and other Person assumes all risks associated with the use and enjoyment of the Project, including but not limited to, any recreational facilities upon or within the Project.

(b) None of the Released Persons shall be liable or responsible for any personal injury, illness or any other loss or damage caused by the presence or malfunction of any utility line, equipment or substation, adjacent to, near, over, or on the Project. Each Owner, Occupant and other Person assumes all risks of personal injury, illness or other loss or damage arising from the presence of malfunction of any utility line, equipment or substation adjacent to, near, over or on the Project.

(c) No provision of these Bylaws or any other Governing Document shall be construed or interpreted as creating a duty by any of the Released Persons to protect or further the health, safety or welfare of any Person, even if funds of the Association are used for such a purpose.

4.5 Indemnification. In the event that any legal claim or action is asserted or commenced against a Director or Officer for actions undertaken in his role as a member of the Board or as an Officer of the Association, whether or not such Director or Officer is still acting in their official capacity, the Association shall indemnify such Director or Officer for losses or claims, and undertake all costs of defense, until and unless a court of competent jurisdiction determines that such Director or Officer acted with willful or wanton misfeasance or with gross negligence. After such determination, the Association is no longer liable for the cost of defense and may recover costs already expended from the Director or Officer who so acted.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

5.1 Regular Meetings. Meetings of the Board shall be held as frequently as the Board deems appropriate, but at least annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a weekend or legal holiday, then that meeting shall be held at the same time on the next day which is not a weekend or legal holiday.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any two (2) Directors, after not less than five (5) days written notice to each Director.

5.3 Open Meetings. After the Declarant Control Period, meetings of the Board shall be open to the Owners or Owners' agents except in cases where the Utah Revised Nonprofit Act permits private meetings. After the Declarant Control Period, any Owner may request notice of all meetings of the Board, in which case the Board shall provide notice of all meetings to such Owner not less than forty-eight (48) hours prior to such meeting.

5.4 Quorum and Voting. A majority of the number of Directors shall constitute a quorum for the transaction of business. During the Declarant Control Period, all matters requiring a vote of the Directors or otherwise submitted to a vote of the Directors shall be approved and implemented if, and only if, the Declarant also approves such matters. After the Declarant Control Period, all matters submitted to a vote of the Directors shall be decided by the votes of the Directors. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board and of the Association.

ARTICLE VI POWERS AND DUTIES OF THE BOARD; APPLICABILITY OF THE ACTS

6.1 Powers. The Board shall have power to:

6.1.1 Adopt and publish Rules and Regulations governing the use of the Common Area and Facilities within the Neighborhood or as shown on the Plat Map or identified in

the Declaration, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

6.1.2 Adopt and publish other Rules and Regulations for the management of the Association as are not in conflict with the Acts, the Declaration, or these Bylaws;

6.1.3 As the Board deems necessary, employ a professional manager, or other independent contractors or employees, to carry out the functions of the Association and exercise the powers of the Board which are properly the subject of delegation; and

6.1.4 Exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Acts, the Declaration, or the Articles of Incorporation.

6.2 Duties. It shall be the duty of the Board to:

6.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the Association, or at any special meeting when such statement is requested in writing by the Owners who are entitled to vote thirty-three percent (33%) of the total votes;

6.2.2 Supervise any professional manager and all Officers, agents and employees of this Association, and to see that their duties are properly performed;

6.2.3 After the Declarant Control Period, do each of the following in the manner set forth in the Declaration:

6.2.3.1 Prepare the budget for the Association as provided in the Declaration and Section 10.1 of these Bylaws; and

6.2.3.2 Fix the amount of the annual assessment assessed against each Lot and fix the amount of any supplemental assessments or special assessments applicable to any Lots;

6.2.4 Send written notice of each annual assessment to every Owner subject thereto at least fifteen (15) and no more than sixty (60) days in advance of each annual assessment period and similar notice for imposition of each supplemental assessment or special assessment;

6.2.5 Foreclose the lien (at the option of the Board) against any Lot for which assessments are not paid in the manner provided for in the Association Act and the Declaration or to bring an action at law (at the option of the Board) against the Owner personally obligated to pay the same;

6.2.6 Issue, or to cause an appropriate Officer to issue, upon demand by any

person, a certificate setting forth whether or not any assessment has been paid and to charge a reasonable fee for the issuance of these certificates;

6.2.7 Procure and maintain insurance as required by the Declaration and the provisions of the Association Act relating to insurance;

6.2.8 Establish a reserve fund and conduct a reserve fund analysis in accordance with the provisions of the Association Act relating to reserve funds;

6.2.9 Cause all Officers or employees having fiscal responsibilities to be bonded, as the Board may deem appropriate; and

6.2.10 Cause the Common Area and Facilities to be properly maintained and managed.

6.3 Legal Action Involving Declarant. Neither the Board nor any other person or entity acting, or purporting to act, on behalf of the Association shall file, commence, or maintain any lawsuits or legal proceedings of any nature against Declarant, the individual managers, owners, members, or officers of Declarant, Declarant's contractors, or any other person or entity involved in the construction of the Units or Units thereon unless and until all of the "MANDATORY DISPUTE RESOLUTION REQUIREMENTS" set forth in the Declaration have been satisfied. Any Claims against Declarant shall comply with all the terms and conditions of the Declaration.

6.4 Applicability of the Community Association Act. The provisions of the Community Association Act shall apply and govern the Association's rights with respect to levying of assessments, collection of assessments, and remedies that apply in the event of non-payment of assessments.

6.5 Applicability of the Utah Revised Nonprofit Act. The provisions of the Utah Revised Nonprofit Act shall apply and govern the operations and dealings of the Association to the extent not otherwise provided in these Bylaws, the Declaration, or the Articles of Incorporation.

ARTICLE VII OFFICERS AND THEIR DUTIES

7.1 Enumeration of Officers. The following positions shall constitute the officers of this Association ("Officers"): a President, a Vice-President, a Secretary / Treasurer, and such other Officers as the Board may from time to time by resolution create.

7.2 Selection of Officers. The Declarant shall select the three (3) initial Officers, and the Declarant shall decide who serves as Officers during the Declarant Control Period. After the Declarant Control Period, the Board shall annually, at the next meeting of the Board after the Association's annual meeting, select the Officers. After the Declarant Control Period, all Officers

shall be members of the Board.

7.3 Term. After the Declarant Control Period, the Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or are otherwise disqualified to serve.

7.4 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

7.5 Resignation and Removal. After the Declarant Control Period, any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary / Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

7.6 Vacancies. After the Declarant Control Period, a vacancy in any office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

7.7 Multiple Offices. Members of the Board may be Officers in the Association. No person shall simultaneously hold more than one (1) of any of the offices identified above, except in the case of special Officers created pursuant to Section 7.4, above.

7.8 Duties of Officers. The duties of the Officers are as follows:

7.8.1 President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; and shall sign all written contracts or agreements of the Association. The President shall execute any amendments to the Declaration and deliver the same to the Secretary / Treasurer for certification and recordation, provided approval for such amendment has been obtained as provided in the Declaration.

7.8.2 Vice-President. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

7.8.3 Secretary / Treasurer. The Secretary / Treasurer shall record the votes and keep the minutes of all things and proceedings of the Board and of the Owners; serve notice of meetings of the Board and of the Owners; keep appropriate current records showing the Owners of the Association together with their addresses; certify that any amendments to the Declaration have received the required approval and have been executed by the President and shall record the same; and shall perform such other duties as required by the

Board. The Secretary / Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by the Board; shall sign all checks and promissory notes of the Association; keep the Associations book and accounts; and shall assist the Board with the preparation of the annual budget to be presented to the Owners as provided herein.

ARTICLE VIII COMMITTEES

8.1 Committees Authorized. The Board may appoint Committees as it deems appropriate for carrying out the purposes of the Association.

ARTICLE IX BOOKS AND RECORDS

9.1 Open Records. Notwithstanding Section 6.2.1, above, the books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Owner. The Declaration, the Articles of Incorporation, the Bylaws, and any Rules promulgated by the Board shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X BUDGET AND ASSESSMENTS

10.1 Budget. The Board shall prepare an annual budget showing the estimated expenses of the Association and the anticipated annual assessment for the following year attributable to each Lot. The budget shall be completed and distributed to the Owners on or before December 1 of each year.

10.2 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of every year, except that the first fiscal year shall begin on the date of incorporation.

10.3 Payment of Assessments. As more fully set forth in the Declaration, and subject to the exemptions set forth in the Declaration, each Owner is obligated to pay to the Association all assessments, and the Owner's obligation to pay such assessments is secured by a continuing lien upon the Owner's Lot. Any assessment which is not paid when due is delinquent. If the assessment is not paid on time, then the Board has the authority to establish late fees and collect the same from the delinquent Owner. The Board, in the name of the Association, may bring an action at law against the Owner personally obligated to pay the assessments and late fees or foreclose the lien against the Lot in the manner provided by the Association Act, and interest, costs, and reasonable attorney fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments and late fees provided for herein or provided in the Declaration by nonuse of the Common Area and Facilities or abandonment of his or her Lot.

10.4 Set-up Fee. In addition to the assessments identified in the Declaration, the Association may charge an administrative set-up fee whenever a new Owner takes title to a Lot. The amount of any set-up fee will be determined by the Board in accordance with these Bylaws and may be adjusted by the Board from time to time. The set-up fee will be used to offset the administrative, data entry, and recordkeeping costs associated with the change of ownership from one Owner to another.

ARTICLE XI AMENDMENTS

11.1 Amendment. During the Declarant Control Period, the Declarant shall have the right to amend these Bylaws without the consent of the Association or any Owner. After the Declarant Control Period, these Bylaws may be amended, at a regular or special meeting of the Association, by an affirmative vote, in person or by proxy, of the Owners entitled to cast at least sixty-seven percent (67%) of the total votes of the Association; provided, however, that no amendment to the Bylaws shall be adopted that is inconsistent with or contradicts any provisions of the Declaration unless and until the Declaration is also amended (in accordance with the amendment requirements of the Declaration) to resolve such inconsistency or contradiction. No amendment to these Bylaws shall be effective until they are recorded in the office of the Davis County Recorder.

11.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII MISCELLANEOUS

12.1 Governing Law. These Bylaws shall be governed by, and interpreted in accordance with, the laws of the State of Utah, without regard to conflict of law provisions.

12.2 Severability. If any section, term, or provision of these Bylaws is determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining sections, terms, and provisions of this Declaration which shall all remain in full force and effect.

12.3 No Waiver. The failure by the Declarant or the Association to enforce any term or provision of these Bylaws shall not be deemed as a waiver of the right to thereafter enforce such term or provision.

[SIGNATURE PAGE FOLLOWS]

CW THE LANE, LLC,
a Utah limited liability company

By: _____
Name: _____
Its: _____

On the ____ day of _____, 2022, personally appeared before me _____ who by me being duly sworn, did say that he/she is the _____ of CW THE LANE, LLC, a Utah limited liability company, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

(Seal)

EXHIBIT C

MAINTENANCE ALLOCATION TABLE

Improvement	Owner	Association	Notes
A/C Pad & Unit	X		
Address Numbers	X		Subject to Board approval upon replacement.
Attic	X		
Cable/Satellite TV	X		Subject to Board approval.
Ceiling	X		
Circuit Breakers for Unit	X		
Common Area Amenities		X	
Door and Door Frames (Exterior)	X		Subject to Board approval upon replacement.
Door and Door Frames (Interior)	X		
Door Hardware/Doorbell	X		Subject to Board approval upon replacement.
Drains - Unit and Limited Common Area (Patio/Porch)	X		
Dryer Vent	X		
Electrical Wiring/Panels	X		
Exterior Wall Finishes	X		
Fencing - Project Perimeter	X		
Fencing - Lots and Limited Common Areas	X		Subject to Board/Design Review Committee approval.
Fireplace, Flue, and Vent Pipes - Cleaning and Repair	X		
Floor coverings	X		
Foundation - Structural	X		
Foundation - Cosmetic	X		
Furnace	X		
Garage Doors - Repair and Replacement	X		Subject to Board/Design Review Committee approval.
Gas Pipes (Meter to Unit interior)	X		
Hose Bib/Faucet/Spigot	X		
Hot Water Heater	X		
Insurance - Property (attached buildings)	N/A	N/A	
Insurance - HO6 Policy	X		
Insurance - Loss Assessment	X		
Insurance - Deductible	X	X	Assess to Owners pro-rata according to losses. HO6

			deductible is Owner's responsibility.
Irrigation Lines/Heads - Common Area (Front Yards)		X	
Landscaping - Common Areas		X	
Landscaping - Owner Maintained Areas/Limited Common Areas	X		
Lights - Exterior (Porch, Driveway, Garage, Wall Pack (Fixtures & Bulbs))	X		
Limited Common Area - Patios, Porches and Decks (Repair and Replacement)	X		
Limited Common Area - Driveways	X		
Mailbox and Stand/Structure	X		
Mailbox Lock and Key	X		
Paint - Exterior Walls and Trim	X		
Paint - Exterior Doors and Garage Doors	X		
Paint - Interior	X		
Patio Slab	X		
Pest Control - Interior	X		
Phone Lines	X		
Playgrounds and Open Space		X	
Plumbing Valves and Pressure Regulators	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Main Line	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Leak	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Clogage	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Plumbing Interior Pipes	X		Owner: point of connection/meter to Unit and Association: before point of connection/meter.
Rain Gutters - Cleaning, Repair, and Replacement	X		
Rain Gutters - Drains away from Building	X		
Roof Repair and Replacement	X		

Screen Doors	X		Subject to Board/Design Review Committee approval.
Sewer Pipes and Utilities (Single Unit)	X		
Sewer Pipes and Utilities (Serving Multiple Units)		X	Unless otherwise handled by Centerville City or others.
Sidewalks and Paths on Common Areas		X	
Sliding Glass Doors	X		
Snow Removal - Limited Common Areas, Driveways, Porches and Sidewalks on Lots	X		
Snow Removal - Private Roads and Common Area Sidewalks		X	
Storm Drains		X	
Street Lights		X	
Streets - Private		X	
Termites, Pests, Rodents, Insects, etc.	X		
Trash	X		
Vent Covers - Exterior	X		
Wall - Load Bearing Interior Wall	X		
Wall - Partition Interior Wall	X		
Water - Culinary or Owner Maintained Landscaping	X		
Water - Common Areas		X	
Weather Stripping	X		
Windows - Glass, Screens, Frames, Boxes, and Wells	X		Subject to Board/Design Review Committee approval.

Cory Snyder

From: Kevin Campbell <Kevin.Campbell@esieng.com>
Sent: Tuesday, October 19, 2021 4:32 PM
To: Cory Snyder; Mackenzie Wood
Cc: Lisa Romney; Zach Swenson; Tony Hill
Subject: FW: Flood plain Permit for the Lane 644 West 400 South
Attachments: 10.08.2021 CivilPlans - TheLandV9 - Edits.pdf; theLane flood control focus Area.PNG

Cory and Mackenzie,

I spoke with Carl Hansen, Davis County Public Works Permit Officer this afternoon and Davis County is not going to require a permit for The Lane Subdivision.

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

This email may contain confidential or privileged information. If you believe you have received it in error, please notify the sender immediately and delete this message without copying or disclosing it.

From: Carl Hansen [mailto:carl@co.davis.ut.us]
Sent: Tuesday, October 19, 2021 3:57 PM
To: Kevin Campbell <Kevin.Campbell@esieng.com>; Anthony Fletcher <anthony@builtbycw.com>
Cc: Adam Wright, P.E. <awright@co.davis.ut.us>; Jason Fielding <jfielding@co.davis.ut.us>; Kenneth Achter <kachter@co.davis.ut.us>; Chad Britt <chad@co.davis.ut.us>
Subject: Fwd: Flood plain Permit for the Lane 644 West 400 South

Kevin;

As we just talked about by phone and for your records, here are the emails between **Anthony Fletcher of C.W. Urban** and myself regarding ' **The Lane**' development at **644 West 400 South in Centerville**. As I explained to Anthony, the County would not have jurisdiction for this project as the site drains north from 400 South to a detention basin (Truck World) from which it drains west to the I-15 Frontage Road for discharge there. There would be no direct discharge or impact to **Deuel Creek** on the south side of 400 South per the plans CW Land has provided. I told Anthony he may need to contact UDOT if they strictly control the pipe connection/discharge in the I-15 Frontage Road.

Good to hear from you and hope all is going well with you and your work.

Carl Hansen, Permits Officer
DCPW

----- Forwarded message -----

From: **Anthony Fletcher** <anthony@builtbycw.com>

Date: Tue, Oct 19, 2021 at 3:07 PM

Subject: RE: Flood plain Permit for the Lane 644 West 400 South

To: Carl Hansen <carl@co.davis.ut.us>

Cc: Zach Swenson <zach@builtbycw.com>, Adam Wright, P.E. <awright@co.davis.ut.us>, Jason Fielding <jfielding@co.davis.ut.us>, Kenneth Achter <kachter@co.davis.ut.us>, Chad Britt <chad@co.davis.ut.us>

Hi Carl,

Thanks again for the response. Kindly find attached a copy of the project's civil plans and a screenshot of the measured distance to the Deuel Creek.

As discussed over the phone, there will not be a direct discharge from our property into the creek. Our drainage plan shows that we will be discharging into an adjacent property (i.e. truck World). Could you kindly review the attached and advise on the way forward?

Thanks.



Anthony Fletcher

Land Development Intern

C. 507.340.5402

www.builtbycw.com

From: Carl Hansen <carl@co.davis.ut.us>

Sent: Tuesday, October 19, 2021 1:53 PM

To: Anthony Fletcher <anthony@builtbycw.com>

Cc: Zach Swenson <zach@builtbycw.com>; Adam Wright, P.E. <awright@co.davis.ut.us>; Jason Fielding <jfielding@co.davis.ut.us>; Kenneth Achter <kachter@co.davis.ut.us>; Chad Britt <chad@co.davis.ut.us>

Subject: Re: Flood plain Permit for the Lane 644 West 400 South

Phone Inquiry (507-340-5402) from Anthony Fletcher, CW Urban; no plans submitted.

Attached please find a **Davis County Property Search** for the Parcels you have listed, plus a **Pictometry Photo (UTDAV 119 (61) showing proximity to the centerline of Deuel Creek in 400 South**. Also included is our **Flood Control Permit Requirements and Guidelines for Permitting**; it appears that if you are generating storm drainage and intend to direct discharge into Deuel Creek you will need a permit from our office (fillable Permit form, Guidelines, Policy Statements attached). If you are connecting to a local drain (Centerville City's) before it discharges into Deuel Creek you only need permission from Centerville City and should contact them directly for permitting.

This portion of **Deuel Creek** has been under re-construction recently so it is not correctly represented in the Pictometry photo attached. The **Stream Alteration Folder** attached represents much of the re-construction in this area for Deuel Creek and may show the new channel configuration that might serve your development, depending on the current status of Deuel Creek at your required point of discharge. Onsite detention is often required of all new development for run-off exceeding .2 cfs/acre; several other general parameters are discussed in the *Permit Requirements and Guidelines* (attached).

We hope this helps explain portions of the drainage system in this area and if it can serve your project. We look forward to your response.

Carl Hansen, Permits Officer

DCPW

 [FolderPDF20210806142742.pdf](#)

On Tue, Oct 19, 2021 at 11:58 AM Anthony Fletcher <anthony@builtbycw.com> wrote:

Hi Carl,

Thanks for calling back. The parcel numbers as mentioned are 030010178 & 030010179.



Anthony Fletcher

Land Development Intern

C. 507.340.5402

www.builtbycw.com

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 4.

Title: Storm Water Facilities Maintenance Agreement - The Lane Subdivision - 644 West 400 South

Initiated By: Zach Swenson
CW Urban

Staff Representative: Lisa Romney, City Attorney

SUBJECT:

Consider Storm Water Facilities Maintenance Agreement between Centerville City and CW The Lane, LLC for The Lane Subdivision located at approximately 644 West 400 South.

RECOMMENDATION:

Approve Storm Water Facilities Maintenance Agreement between Centerville City and CW The Lane, LLC for The Lane Subdivision located at approximately 644 West 400 South.

BACKGROUND:

This Storm Water Facilities Maintenance Agreement is required in accordance with Section 4.2.5 of the UPDES Permit for MS4 Systems which requires the City to provide a regulatory mechanism for post-construction storm water control measures on private properties that discharge into the City's MS4 System. This Agreement will be recorded against the subject property and will run with the land as an on-going obligation. The Agreement also requires the property owner to provide the City with an annual maintenance certification.

ATTACHMENTS:

1. Storm Water Facilities Maintenance Agreement - The Lane
2. Storm Water Facilities Maintenance Agreement - The Lane

When recorded, mail to:

Centerville City Recorder
250 North Main Street
Centerville, Utah 84014

Affects Parcel No(s): 03-001-0178 and 03-001-0179

**CENTERVILLE CITY
STORM WATER FACILITIES MAINTENANCE AGREEMENT**

This Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, by and between Centerville City, a Utah municipal corporation ("the City"), and CW The Lane, LLC, a Utah limited liability company ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in Title 16 of the Centerville City Municipal Code ("the Code"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("the Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final subdivision plans approved by the City for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, a description of all Storm Water Facilities, details, and all appurtenances draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property ("Long-Term Storm Water Management Plan") is more particularly shown in **Exhibit "B,"** and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Storm Water Management Plan; and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long-Term Storm Water Management Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Owner's Obligations to Construct, Maintain, and Inspect Storm Water Facilities. The Owner shall, at its sole cost and expense:

- (a) Construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City, and in compliance with applicable City, State, and Federal law.
- (b) Adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes, underground facilities, and channels built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.
- (c) Inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.

2. City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities whenever deemed necessary by the City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the City Municipal Code and the Long-Term Storm Water Management Plan.

3. Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies, but not less than sixty (60) days. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner.

4. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

5. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided herein, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

6. Reimbursement of Costs. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

7. Successor and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office. The covenants and agreements contained herein shall run with the land, and whenever the Property shall be held, sold, conveyed, or otherwise transferred, it shall be subject to the covenants, stipulations, agreements, and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property or any portion thereof described herein.

10. Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.

11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Davis County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the Storm Water Facilities.

13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.

14. The Long-Term Storm Water Management Plan. The Long-Term Storm Water Management Plan must adapt to change in good judgement when site conditions and operations change and when existing programs are ineffective. Revision requests must be filed with the City. Any approved revisions to said plan must be filed with the City and amended into said plan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Centerville City:

By: _____

Its: _____

Owner: CW The Lane, LLC

By: _____

Print Name: _____

Title: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20_____, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in his/her capacity as land use authority on behalf of the City for approval of Storm Water Facilities Maintenance Agreements.

Notary Public

My Commission Expires:

Residing at:

CW THE LANE, LLC ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 20_____, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of **CW THE LANE, LLC** and that he/she has executed this Agreement with full authority to do so.

Notary Public

My Commission Expires:

Residing at:

EXHIBIT "A"
Legal Description

Exhibit "B"

Long-Term Storm Water Management Plan

When recorded, mail to:

Centerville City Recorder
250 North Main Street
Centerville, Utah 84014

Affects Parcel No(s): 03-001-0178 and 03-001-0179

**CENTERVILLE CITY
STORM WATER FACILITIES MAINTENANCE AGREEMENT**

This Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this _____ day of _____, 2022, by and between Centerville City, a Utah municipal corporation ("the City"), and CW The Lane, LLC, a Utah limited liability company ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in Title 16 of the Centerville City Municipal Code ("the Code"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("the Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final subdivision plans approved by the City for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, a description of all Storm Water Facilities, details, and all appurtenances draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property ("Long-Term Storm Water Management Plan") is more particularly shown in **Exhibit "B;"** and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Storm Water Management Plan; and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long-Term Storm Water Management Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Owner's Obligations to Construct, Maintain, and Inspect Storm Water Facilities. The Owner shall, at its sole cost and expense:

- (a) Construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City, and in compliance with applicable City, State, and Federal law.
- (b) Adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes, underground facilities, and channels built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.
- (c) Inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.

2. City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the Storm Water Facilities whenever deemed necessary by the City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the City Municipal Code and the Long-Term Storm Water Management Plan.

3. Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies, but not less than sixty (60) days. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner.

4. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

5. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided herein, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

6. Reimbursement of Costs. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

7. Successor and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office. The covenants and agreements contained herein shall run with the land, and whenever the Property shall be held, sold, conveyed, or otherwise transferred, it shall be subject to the covenants, stipulations, agreements, and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property or any portion thereof described herein.

10. Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.

11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Davis County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the Storm Water Facilities.

13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.

14. The Long-Term Storm Water Management Plan. The Long-Term Storm Water Management Plan must adapt to change in good judgement when site conditions and operations change and when existing programs are ineffective. Revision requests must be filed with the City. Any approved revisions to said plan must be filed with the City and amended into said plan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Centerville City:

By: _____

Its: _____

Owner: CW The Lane, LLC

By: Darlene carter

Print Name: Darlene Carter

Title: Managing Member

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
 COUNTY OF DAVIS)

On the ____ day of _____, 20_____, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in his/her capacity as land use authority on behalf of the City for approval of Storm Water Facilities Maintenance Agreements.

 Notary Public

My Commission Expires:

Residing at:

CW THE LANE, LLC ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
 COUNTY OF DAVIS)

On the 12 day of January, 20 22, personally appeared before me Darlene Carter, who being duly sworn, did say that he/she is the Manager of CW THE LANE, LLC and that he/she has executed this Agreement with full authority to do so.

Stephanie Heiner
 Notary Public

My Commission Expires:
02/11/2023

Residing at:
Layton, UT

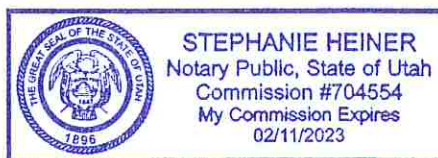


Exhibit "A"

Legal Description

A TRACT OF LAND LOCATED IN THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 18, SAID POINT BEING NORTH 89°40'15" EAST ALONG SAID SECTION LINE 687.29 FEET FROM THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°03'10" EAST 125.40 FEET; THENCE NORTH 89°40'15" EAST 143.75 FEET TO THE WEST LINE OF CENTERVILLE MARKETPLACE SUBDIVISION PHASE 2 AS RECORDED WITH ENTRY NO. 1378702 IN BOOK 2235 AT PAGE 350 DAVIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°03'10" WEST ALONG THE WEST LINE 45.40 FEET TO THE NORTHWEST CORNER OF PORTER WALTON TOWNHOMES P.U.D. AS RECORDED WITH ENTRY NO. 2916378 IN BOOK 6434 AT PAGE 783 DAVIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°03'06" WEST ALONG THE WEST LINE OF SAID PORTER WALTON TOWNHOMES P.U.D. 645.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PORTER LANE; THENCE NORTH 89°52'05" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 70.35 FEET; THENCE NORTH 00°19'45" WEST 133.00 FEET; THENCE NORTH 89°52'05" WEST 70.00 FEET; THENCE NORTH 00°12'21" WEST 164.23 FEET; THENCE NORTH 00°19'45" WEST 266.81 FEET TO THE POINT OF BEGINNING.

CONTAINS 88,895.79 SQ/FT OR 2.04 ACRES

Exhibit “B”

Long-Term Storm Water Management Plan

Storm Water Facilities Maintenance Plan

for:

The Lane
700 West Porter Lane
Centerville, UT

C.W. Urban
1222 Legacy Crossing Blvd #6
Centerville, UT 84014

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system, groundwater and generate loose litter must be prohibited.

CONTENTS

SECTION 1: SITE DESCRIPTION, USE AND IMPACT
SECTION 2: TRAINING
SECTION 3: RECORDKEEPING
SECTION 4 APPENDICES

SECTION 1: SITE DESCRIPTION, USE AND IMPACT

The site infrastructure at our site is limited at controlling and containing pollutants and our operations if managed improperly can contaminate the environment. This LTSWMP includes standard operations procedures (SOP)s that are intended to compensate for the pollution containment limitations of our site infrastructure and direct our maintenance operations to responsibly manage our grounds. SOPs are filed in appendix B.

Parking, Sidewalk and flatwork

Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will be carried by runoff to our flood and water quality control system. These solids will fill in our system requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater. During very intense storm events excess runoff can pass through our system increasing risk to downstream storm drain systems.

Landscaping

While unlikely, our landscape operations can result in grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants to fall or be left on our paved areas. These solids will fill in our system requiring future dredging and cleaning. Also any liquids and dissolved solids can contaminate groundwater.

Flood and Water Quality Control System

Our flood and water quality control system includes directing runoff into landscaping swales and open landscaping areas. This flood control system is a low impact system intended to trap and treat our urban pollutants on the surface to protect downstream water resources. Our system also includes underground retention storage, oil/sediment/trash traps and an underground infiltration system. The infiltration system is design to drain the first ½” of runoff into the ground required by Clean Water Act regulation. This helps keep streams and rivers clean but if we are not careful can contaminate groundwater. In addition, anything we put or allow to be left on our pavements will eventually be carried to our oil/sediment/trash traps and underground infiltration system filling it with sediment and debris increasing maintenance cost. Also any by-passing dissolved or liquid pollutants can increase the risk for contaminating groundwater for which we are responsible. It is important our flood and water quality system is adequately maintained to function properly.

Waste Management

Good waste management systems, if managed improperly, can become the source of the very pollution it was intended to manage. The lids of our dumpster and trash receptacles

are intended to prevent light weight trash carried off by wind and precipitation exposure minimizing liquids that can leak to our pavement and from haul trucks.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian walkways. However, salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources. Much of the runoff drains to our landscape swales. We need to minimize salt maintain healthy root systems needed for optimum infiltration rates.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities in accordance with SOPs. Mail a copy of the record to Centerville City Stormwater Division annually.

SECTION 4: APPENDICES

Appendix A- Site Drawings and Details

Appendix B- SOPs

Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS AND DETAILS

Project Narratives/Revision

- 1. 6/10/21 TH – PRELIMINARY SUBMITTAL FOR FIRST REVIEW.
- 2. 8/12/21 TH – FIRST SUBMITTAL FOR CITY REVIEW.
- 3. 9/9/21 TH – UPDATE LAYOUT TO SLAB ON GRADE.
- 4. 9/27/21 TH – UPDATE PER CLIENT REQUEST.
- 5. 10/08/21 TH – UPDATE PER CITY COMMENTS.
- 6. 10/21/21 TH – UPDATE PER CITY COMMENTS.

AGENCY CONTACTS:

PLANNING:
Centerville City Planning Department
250 North Main Street
Centerville, UT 84014
Contact: Cory Snyder
Phone: (801) 295-3477

SEWER DISTRICT:
South Davis Sewer District
1800 West 1200 North
West Bountiful, UT 84087
Phone: (801) 295-3469

POWER COMPANY:
Rocky Mountain Power
Customer Service Line
Phone: (801) 546-1235

TELEPHONE COMPANY:
Century Link
Customer Service Line
Phone: (801) 603-6000

FIRE DEPARTMENT:
South Davis Metro Fire Department
343 South Main Street
Centerville, UT 84014
Phone: (801) 677-2400

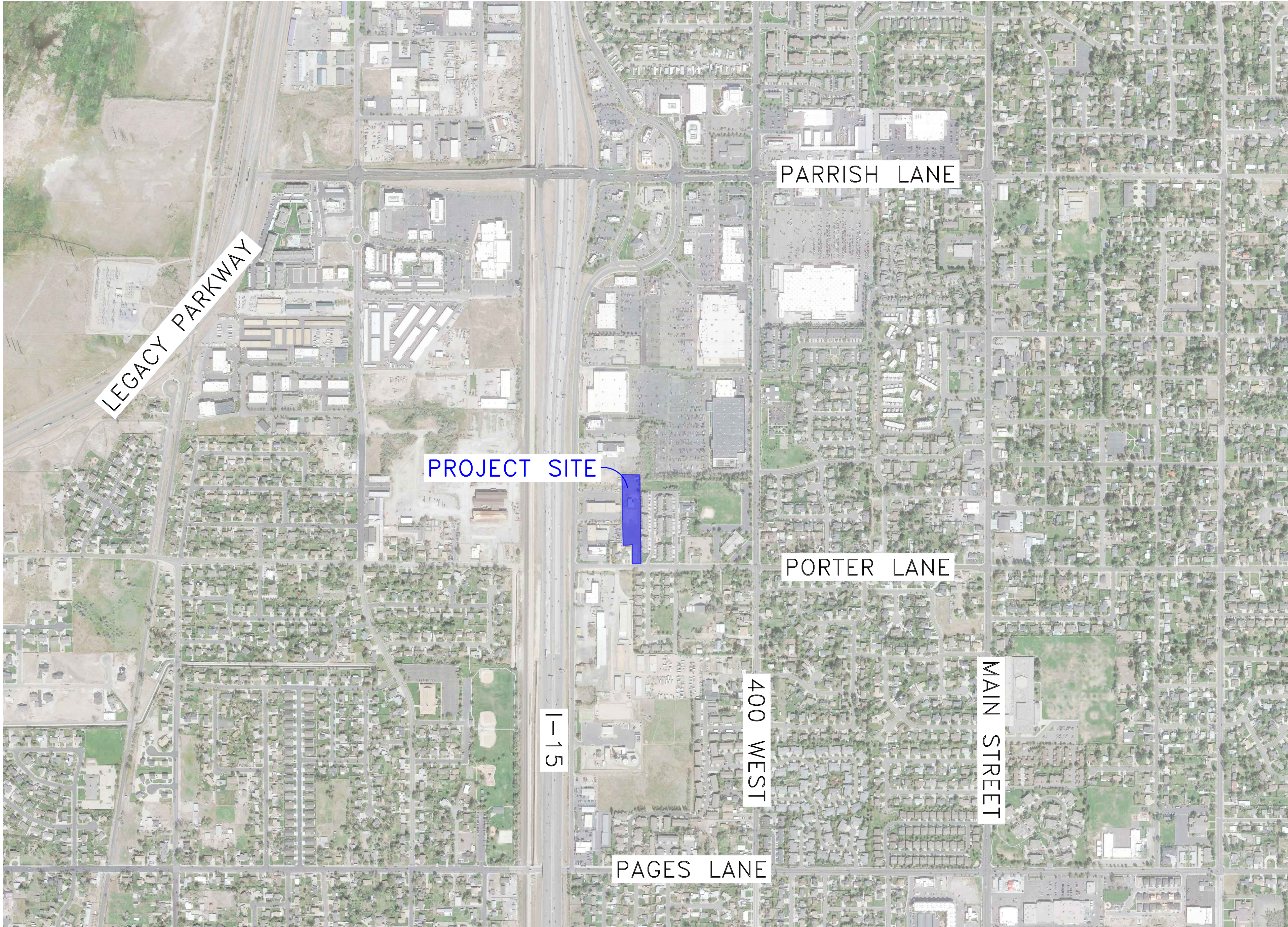
GAS SERVICE:
Dominion Energy
1140 West 200 South
Salt Lake City, UT 84104
Contact: Don Newman
Phone: (801) 323-5517

BENCHMARK

THE BASIS OF BEARING FOR THIS SURVEY WAS ESTABLISHED USING FOUND MONUMENTS LOCATED AT THE WITNESS CORNER TO THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER TO SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AS SHOWN ON THIS SUBDIVISION PLAT.

The Lane
Civil Construction Set

LOCATED IN THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021



Vicinity Map

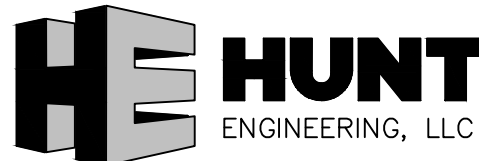
SCALE: 1" = 500'



DEVELOPER:
C.W.
URBAN

Zach Swenson
1222 Legacy Crossing Blvd #6
Centerville Utah 84014
PH: (801) 744-2489

ENGINEERING:



Hunt Engineering
Thomas Hunt, PE
6619 Willow Creek Rd
Mountain Green, UT 80450
PH: (801) 664-4724

SURVEYOR:

Utah Land Surveying
Mike Wangemann, PLS
1470 South 600 West
Woods Cross, UT 84010
PH: (801) 298-2236

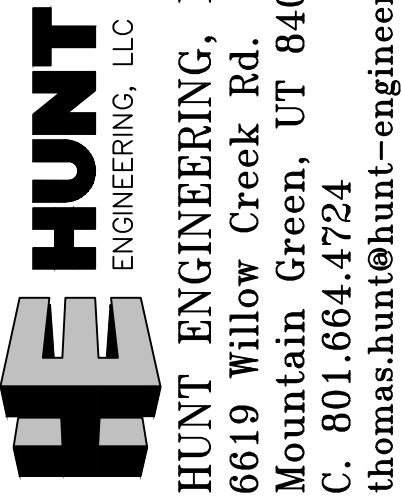
Sheet Index

- Sheet 1 - Cover Sheet
 - Sheet 2 - Notes & Legend Sheet
 - Sheet 3 - Demolition Plan
 - Sheet 4 - Site Plan
 - Sheet 5 - Grading/Utility Plan
 - Sheet 6 - Private Road Plan & Profile
 - Sheet 7 - Private Road Plan & Profile
 - Sheet 8 - Street Light Exhibit
 - Sheet 9 - Civil Details
 - Sheet 9.1 - Civil Details
 - Sheet 10 - SWPPP Exhibit
 - Sheet 11 - SWPPP Details
 - Sheet 12 - Landscape Plan
- PLAT



Notice To Contractors:

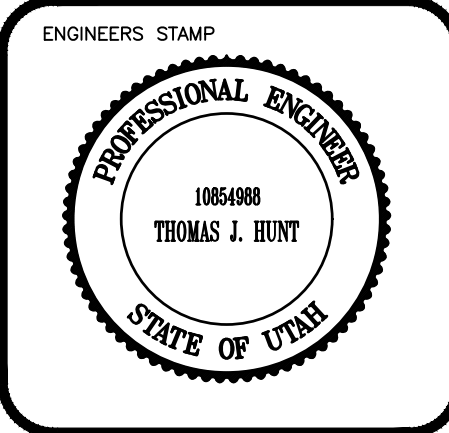
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR. SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE, IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.



The Lane
700 West Porter Lane
Centerville, UT

Cover Sheet

SDSD Comments	10/21
Revisions	Date



PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

SHEET	12
1	SHEETS

THIS PROJECT IS LOCATED IN THE FEMA FLOOD ZONE X.

GENERAL NOTES

- 1.0 COMPLIANCE
- 1.1

ALL WORK TO CONFORM TO GOVERNING MUNICIPALITY’S STANDARDS, SPECIFICATIONS AND REQUIREMENTS.
- 1.2

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS AND THE MOST RECENT, ADOPTED EDITIONS OF THE FOLOWING:

– INTERNATIONAL BUILDING CODES (IBC)

– INTERNATIONAL PLUMBING CODES

– STATE DRINKING WATER REGULATIONS

– APWA MANUAL OF STANDARD PLANS AND SPECIFICATIONS

– ADA ACCESSIBILITY GUIDELINES.
- 1.3

ALL CONSTRUCTION SHALL BE AS SHOWN ON THESE PLANS, ANY REVISIONS MUST HAVE PRIOR WRITTEN APPROVAL.
- 2.0 PERMITTING AND INSPECTIONS
- 2.1

PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED THOROUGHLY REVIEWED PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
- 2.2

CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND NOTIFYING ARCHITECT/ENGINEER OR INSPECTING AUTHORITY 48 HOURS IN ADVANCE OF COVERING UP ANY PHASE OF CONSTRUCTION REQUIRING OBSERVATION.
- 2.3

ANY WORK IN THE PUBLIC RIGHT-OF-WAY WILL REQUIRE PERMITS FROM THE APPROPRIATE CITY, COUNTY OR STATE AGENCY CONTROLLING THE ROAD AND WITH APPROPRIATE INSPECTIONS.
- 3.0 COORDINATION AND VERIFICATION
- 3.1

ALL DIMENSIONS, GRADES & UTILITY DESIGNS SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS, IF NOT VERIFIED AND NOTIFICATION OF CONFLICTS HAVE NOT BEEN BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER.
- 3.2

CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING AND BRING UP ANY QUESTIONS BEFOREHAND. NO ALLOWANCE WILL BE MADE FOR DISCREPANCIES OR OMISSIONS THAT CAN BE EASILY OBSERVED.
- 3.3

CONTRACTOR TO COORDINATE WITH ALL OTHER DISCIPLINES, INCLUDING BUT NOT LIMITED TO:

– LANDSCAPE PLANS

– SITE ELECTRICAL PLANS AND ELECTRICAL SERVICE TO THE BUILDING(S)

– FIRE PROTECTION

– ARCHITECTURAL SITE PLANS

– ACCESSIBLE ROUTES

– ETC.
- 3.4

CONTRACTOR IS TO COORDINATE LOCATION OF NEW TELEPHONE SERVICE, GAS SERVICE, CABLE, ETC. TO BUILDING WITH THE APPROPRIATE UTILITY COMPANY. FOR TELEPHONE, CONTRACTOR TO FURNISH CONDUIT, PLYWOOD BACKBOARD, AND GROUND WIRE, AS REQUIRED.
- 4.0 SAFETY AND PROTECTION
- 4.1

CONTRACTOR IS SOLELY RESPONSIBLE FOR THE MEANS AND METHODS OF CONSTRUCTION.
- 4.2

CONTRACTOR IS RESPONSIBLE FOR THE SAFETY OF THE PROJECT AND SHALL MEET ALL OSHA REQUIREMENTS.
- 4.3

CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO LOCAL AND FEDERAL CODES GOVERNING SHORING AND BRACING OF EXCAVATIONS AND TRENCHES, AND FOR THE PROTECTION OR WORKERS AND PUBLIC.
- 4.4

CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT ALL EXISTING PUBLIC AND PRIVATE PROPERTY, ROADWAYS, AND UTILITY IMPROVEMENTS. DAMAGE TO EXISTING IMPROVEMENTS CAUSED BY THE CONTRACTOR MUST BE REPAIRED BY THE CONTRACTOR AT HIS/HER EXPENSE TO THE SATISFACTION OF THE OWNER OF SAID IMPROVEMENTS.
- 4.5

CONTRACTOR IS REQUIRED TO KEEP ALL CONSTRUCTION ACTIVITIES WITHIN THE APPROVED PROJECT LIMITS. THIS INCLUDES, BUT IS NOT LIMITED TO, VEHICLE AND EQUIPMENT STAGING, MATERIAL STORAGE AND LIMITS OF TRENCH EXCAVATION.
- 4.6

IT IS THE CONTRACTOR’S RESPONSIBILITY TO OBTAIN PERMISSION AND/OR EASEMENTS FROM THE APPROPRIATE GOVERNMENT AGENCY AND/OR INDIVIDUAL PROPERTY OWNER(S) FOR WORK OR STAGING OUTSIDE OF THE PROJECT LIMITS.
- 4.7

CONTRACTOR SHALL PROVIDE BARRICADES, SIGNS, FLASHERS, OTHER EQUIPMENT AND FLAG PERSONS NECESSARY TO INSURE THE SAFETY OF WORKERS AND VISITORS. ALL CONSTRUCTION SIGNING, BARRICADING, AND TRAFFIC DELINEATION SHALL CONFORM TO THE “MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES”, LATEST EDITION.
- 4.8

CONTRACTOR SHALL COMPLY WITH LOCAL NOISE ORDINANCE STANDARDS.
- 4.9

CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS.
- 4.10

CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH CONSTRUCTION. SUBMIT A STORM WATER POLLUTION PREVENTION PLAN, IF REQUIRED.
- 4.11

WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL BE PROSECUTED TO COMPLETION WITHOUT DELAY AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.
- 4.12

CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITIONS BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE AND FOR INGRESS AND EGRESS TO NEW CONSTRUCTION.
- 4.13

NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED. CONSTRUCTION TRAFFIC SHALL BE LIMITED TO ONE APPROACH TO THE SITE. THE APPROACH SHALL BE DESIGNATED BY THE OWNER OR GOVERNING AGENCY.
- 4.14

THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR’S OPERATION SHALL BE REPAIRED OR RECONSTRUCTED TO THE ENGINEER/OWNER’S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
- 5.0 MATERIALS
- 5.1

SITE CONCRETE SHALL BE A MINIMUM 6.5 BAG MIX, 4000 P.S.I. @ 28 DAYS, 4” MAXIMUM SLUMP WITH 5 + OR –1% AIR ENTRAINMENT, UNLESS SPECIFIED OTHERWISE. SEE SPECIFICATION:

– SLABS-ON-GRADE WILL BE TYPICALLY SCORED (1/4 THE DEPTH) AT INTERVALS NOT TO EXCEED THEIR WIDTH OR 12 TIMES THEIR DEPTH, WHICHEVER IS LESS. SCORING WILL BE PLACED TO PREVENT RANDOM CRACKING. FULL DEPTH EXPANSION JOINTS WILL BE PLACED AGAINST ANY OBJECT DEEMED TO BE FIXED, CHANGES IN DIRECTION AND AT EQUAL INTERVALS NOT TO EXCEED 50 FEET.

– CONCRETE WATERWAYS, CURBWALLS, MOWSTRIPS, CURB AND GUTTER, ETC. WILL TYPICALLY BE SCORED 1/4 THE DEPTH AT INTERVALS NOT TO EXCEED 10 FEET AND HAVE FULL DEPTH EXPANSION JOINTS AT EQUAL SPACING NOT TO EXCEED 50 FEET.

– UNLESS OTHERWISE NOTED, ALL SLABS-ON-GRADE WILL HAVE A MINIMUM 8” TURNED-DOWN EDGE TO HELP CONTROL FROST HEAVE.

– UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4” GRAVEL BASE OVER A WELL COMPACTED (90%) MIN. SUBGRADE.

– ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED OR BROOMED. ANY “PLASTERING” OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL “GREEN.”

– ALL JOINTS (CONTROL, CONSTRUCTION OR EXPANSION JOINTS, ETC.) WILL BE SEALED WITH A ONE PART POLYURETHANE SEALANT.
- 5.2

ASPHALT CONCRETE PAVEMENT SHALL BE A MINIMUM 3” OVER 6” OF COMPACTED (95%) ROAD BASE OVER PROPERLY PREPARED AND COMPACTED (90%) SUBGRADE, UNLESS NOTED OTHERWISE.

– ASPHALT COMPACTION SHALL BE A MINIMUM 96%.

– SURFACE COARSE SHALL BE 1/2” MINUS. MIX DESIGN TO BE SUBMITTED FOR APPROVAL AT LEAST TWO WEEKS PRIOR TO ANTICIPATED PAVING SCHEDULE.

– AC PAVEMENT TO BE A 1/4” ABOVE LIP OF ALL GUTTER AFTER COMPACTION.

– THICKNESS OVER 3” WILL BE LAID IN TWO LIFTS WITH THE FIRST LIFT BEING AN APPROVED 3/4” MINUS DESIGN.

- 6.0 GRADING & SOILS
- 6.1

SITE GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT, WHICH BY REFERENCE ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND IN CASE OF CONFLICT SHALL TAKE PRECEDENCE, UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS, OR IN THE SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCY BETWEEN THE SOILS REPORT AND THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ALL SOFT, YIELDING OR UNSUITABLE MATERIALS AND REPLACING WITH SUITABLE MATERIALS AS SPECIFIED IN THE SOILS REPORT.
- 6.2
- 6.3

ALL EXCAVATED OR FILLED AREAS SHALL BE COMPACTED TO 95% OF MODIFIED PROCTOR MAXIMUM DENSITY PER ASTM TEST D-1557, EXCEPT UNDER BUILDING FOUNDATIONS WHERE IT SHALL BE 98% MIN. OF MAXIMUM DENSITY. MOISTURE CONTENT AT TIME OF PLACEMENT SHALL NOT EXCEED 2% ABOVE NOR 3% BELOW OPTIMUM.
- 6.4

CONTRACTOR SHALL SUBMIT A COMPACTION REPORT PREPARED BY A QUALIFIED REGISTERED SOILS ENGINEER, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITH THE BUILDING PAD AREA AND AREAS TO BE PAVED, HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE SOILS REPORT.
- 6.5

SITE CLEARING SHALL INCLUDE THE LOCATING AND REMOVAL OF ALL UNDERGROUND TANKS, PIPES, VALVES, ETC.
- 6.6

ALL EXISTING VALVES, MANHOLES, ETC. SHALL BE RAISED OR LOWERED TO GRADE AS REQUIRED.
- 7.0 UTILITIES
- 7.1

THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL UTILITY COMPANY RECORDS. IT SHALL BE THE CONTRACTOR’S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES EITHER DIRECT OR THROUGH BLUE STAKE TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION.
- 7.2

CONTRACTOR TO VERIFY BY POTHOLING BOTH THE VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO INSTALLING ANY NEW LINES. NOT ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
- 7.3

CONTRACTOR MUST START AT LOW END OF ALL NEW GRAVITY UTILITY LINES. MECHANICAL SUB-CONTRACTOR MUST BE PROVIDED CIVIL SITE DRAWINGS FOR COORDINATION AND TO CHECK THE FLOW FROM THE LOWER POINT IN BUILDING TO THE FIELD VERIFIED CONNECTION AT THE EXISTING MAIN. NO EXTRA COMPENSATION IS TO BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO FAILURE TO COMPLY WITH THESE REQUIREMENTS.
- 7.4

CONTRACTOR IS TO VERIFY LOCATION, DEPTH, SIZE, TYPE, AND OUTSIDE DIAMETERS OF UTILITIES IN THE FIELD BY POTHOLING A MINIMUM OF 300 FEET AHEAD. PIPELINE CONSTRUCTION TO AVOID CONFLICTS WITH DESIGNED PIPELINE GRADE AND ALIGNMENT. EXISTING UTILITY INFORMATION SHOWN ON PLANS OR OBTAINED FROM UTILITY COMPANIES OR BLUE STAKED MUST BE ASSIMED AS APPROXIMATE, REQUIRING FIELD VERIFICATION.
- 7.5

CULINARY WATER AND FIRE SERVICE LINES TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
- 7.6

SANITARY SEWER MAINS AND LATERALS TO BE CONSTRUCTED IN ACCORDANCE WITH LOCAL GOVERNING MUNICIPALITY SEWER DISTRICT STANDARDS AND SPECIFICATIONS.
- 7.7

STORM SEWER TO BE CONSTRUCTED IN ACCORDANCE WITH THE GOVERNING MUNICIPALITY STANDARDS AND SPECIFICATIONS.
- 7.8

ALL STORM DRAIN AND IRRIGATION CONDUITS SHALL BE INSTALLED WITH WATER TIGHT JOINTS AND CONNECTIONS.
- 7.9

ALL STORM DRAIN PIPE PENETRATIONS INTO BOXES SHALL BE CONSTRUCTED WITH WATER TIGHT SEALS ON THE OUTSIDE AND GROUTED SMOOTH WITH A NON-SHRINK GROUT ON THE INSIDE. CONDUITS SHALL BE CUT OFF FLUSH WITH THE INSIDE OF THE BOX.
- 7.10

NO CHANGE IN THE DESIGN OF UTILITIES AS SHOWN WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE GOVERNING MUNICIPALITY, OR AUTHORITY HAVING JURISDICTION OVER THAT UTILITY.
- 7.11

ALL STORM DRAIN CONDUITS AND BOXES SHALL BE CLEAN AND FREE OF ROCKS, DIRT, AND CONSTRUCTION DEBRIS PRIOR TO FINAL INSPECTION.
- 8.0 SURVEY CONTROL
- 8.1

CONTRACTOR MUST PROVIDE A REGISTERED LAND SURVEY OR PERSONS UNDER THE SUPERVISION OF A REGISTERED LAND SURVEYOR TO SET STAKES FOR THE ALIGNMENT AND GRADE OF EACH MAIN AND/OR FACILITY AS SHOWN ON THE PLANS. THE STAKES SHALL BE MARKED WITH THE HORIZONTAL LOCATION (STATION) AND VERTICAL LOCATION (GRADE) WITH CUTS AND/OR FILLS TO THE APPROVED GRADE OF THE MAIN AND OR FACILITY AS SHOWN ON THE PLANS.
- 8.2

THE CONTRACTOR SHALL PROTECT ALL STAKES AND MARKERS FOR VERIFICATION PURPOSES.
- 8.3

CONTRACTOR WILL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND REFERENCE MARKS WITHIN THE PROJECT SITE.
- 9.0 AMERICAN DISABILITIES ACT
- 9.1

PEDESTRIAN / ADA ROUTES SHALL MEET THE FOLLOWING SPECIFICATIONS:

– ROUTES SHALL HAVE A 2.00% (1:50) MAXIMUM CROSS SLOPE.

– ROUTES SHALL HAVE A 5.00% (1:20) MAXIMUM RUNNING SLOPE.

– RAMPS SHALL HAVE A 8.33% (1:12) MAXIMUM RUNNING SLOPE.
- 9.2

ADA PARKING STALLS AND ADJACENT ROUTES SHALL HAVE A 2.00% MAXIMUM SURFACE SLOPE IN ANY DIRECTION.
- 9.3

THE CONTRACTOR SHALL ADHERE TO THE ABOVE SPECIFICATIONS. IN THE EVENT OF A DISCREPANCY IN THE CONSTRUCTION DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER PRIOR TO ANY CONSTRUCTION.
- 10.0 EROSION CONTROL
- 10.1

THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES. ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.
- 10.2

CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.
- 10.3

WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT “OPEN” FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.
- 10.4

THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.
- 10.5

ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION.
- 11.0 MAINTENANCE
- 11.1

ALL BEST MANAGEMENT PRACTICES (BMP’S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.
- 11.2

THE CONTRACTOR’S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.
- 11.3

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF BARRIER.
- 11.4

SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.
- 11.5

ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:

– SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED

– TRACKING STRAW PERPENDICULAR TO SLOPES

– INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET

—●— PROPOSED IRRIGATION —●●— EXISTING IRRIGATION —●●●— EXISTING IRRIGATION REMOVE — BOUNDARY — EASEMENT — EXISTING EASEMENT — RED LINE — PROPOSED CURB & GUTTER — EXISTING CURB & GUTTER — EXISTING CURB & GUTTER REMOVE — LOT — PROPOSED POWER — EXISTING POWER — EXISTING POWER REMOVE — PROPOSED GAS — EXISTING GAS — EXISTING GAS REMOVE —SS— PROPOSED SEWER —SS— PROPOSED SEWER LATERAL —SS— EXISTING SEWER —SS— EXISTING SEWER REMOVE ● PROPOSED FIRE HYDRANT ○ EXISTING FIRE HYDRANT ● PROPOSED MANHOLE ○ EXISTING MANHOLE ○C&O. EXISTING CLEAN OUT ⌵ PROPOSED VALVE ⌵ EXISTING VALVE ■ NEW WATER METER ■ EXISTING WATER METER ■ PROPOSED CATCH BASIN □ EXISTING CATCH BASIN ⊢ PLUG & BLOCK ● PROPOSED STREET LIGHT ○ EXISTING STREET LIGHT R.O.W. RIGHT-OF-WAY TBC TOP BACK OF CURB TOA TOP OF ASPHALT TOC TOP OF CONCRETE TOI TOP OF PUMP ISLAND TSW TOP OF SIDEWALK ■ EXISTING ASPHALT PAVEMENT ■ EXISTING CONCRETE PAVEMENT ■ PROPOSED ASPHALT PAVEMENT ■ PROPOSED CONCRETE
--

— PROPOSED LAND DRAIN — PROPOSED LAND DRAIN LATERAL — EXISTING LAND DRAIN — EXISTING LAND DRAIN REMOVE — PROPOSED BUILDING — EXISTING BUILDING — EXISTING BUILDING REMOVE —●— PROPOSED WATER —●— PROPOSED WATER LATERAL —EX W— EXISTING WATER —EX●— EXISTING WATER REMOVE —●— PROPOSED STORM DRAIN — EXISTING STORM DRAIN —●●— EXISTING STORM DRAIN REMOVE — PROPOSED SECONDARY WATER — PROPOSED SECONDARY WATER LATERAL — EXISTING SECONDARY WATER — EXISTING SECONDARY WATER REMOVE ■ PROPOSED RETAINING WALL ■ SIGN BSW BACK OF SIDEWALK BOW BOTTOM OF WALL BLDG BUILDING C&G CURB AND GUTTER CB CATCH BASIN C.F. CUBIC FOOT FFE FINISHED FLOOR ELEVATION FG FINISHED GRADE FH FIRE HYDRANT FL FLOW LINE GB GRADE BREAK INV INVERT L.F. LINEAR FOOT NG NATURAL GRADE PP POWER POLE RIM RIM OF MANHOLE TOW TOP OF WALL WM WATER METER

HE

HUNT

ENGINEERING, LLC

HUNT ENGINEERING, LLC

6619 Willow Creek Rd.

Mountain Green, UT 84050

C. 801.864.4724

thomas.hunt@hunt-engineering.com

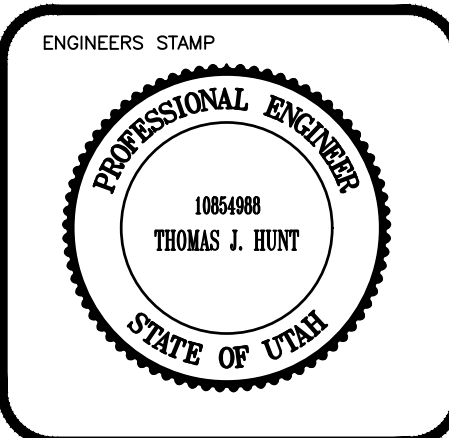
The Lane

700 West Porter Lane

Centerville, UT

Notes & Legend Sheet

SDSD Comments	10/21
Revisions	Date



PROJECT INFO.

Engineer:

T. HUNT

Drafter:

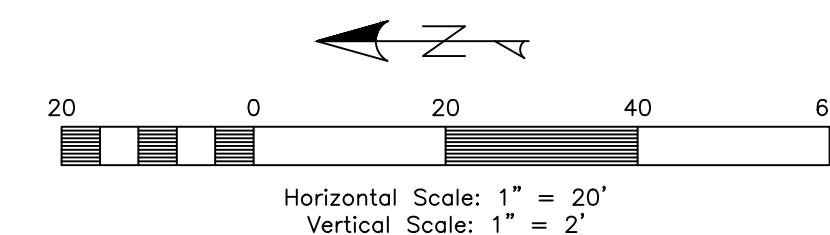
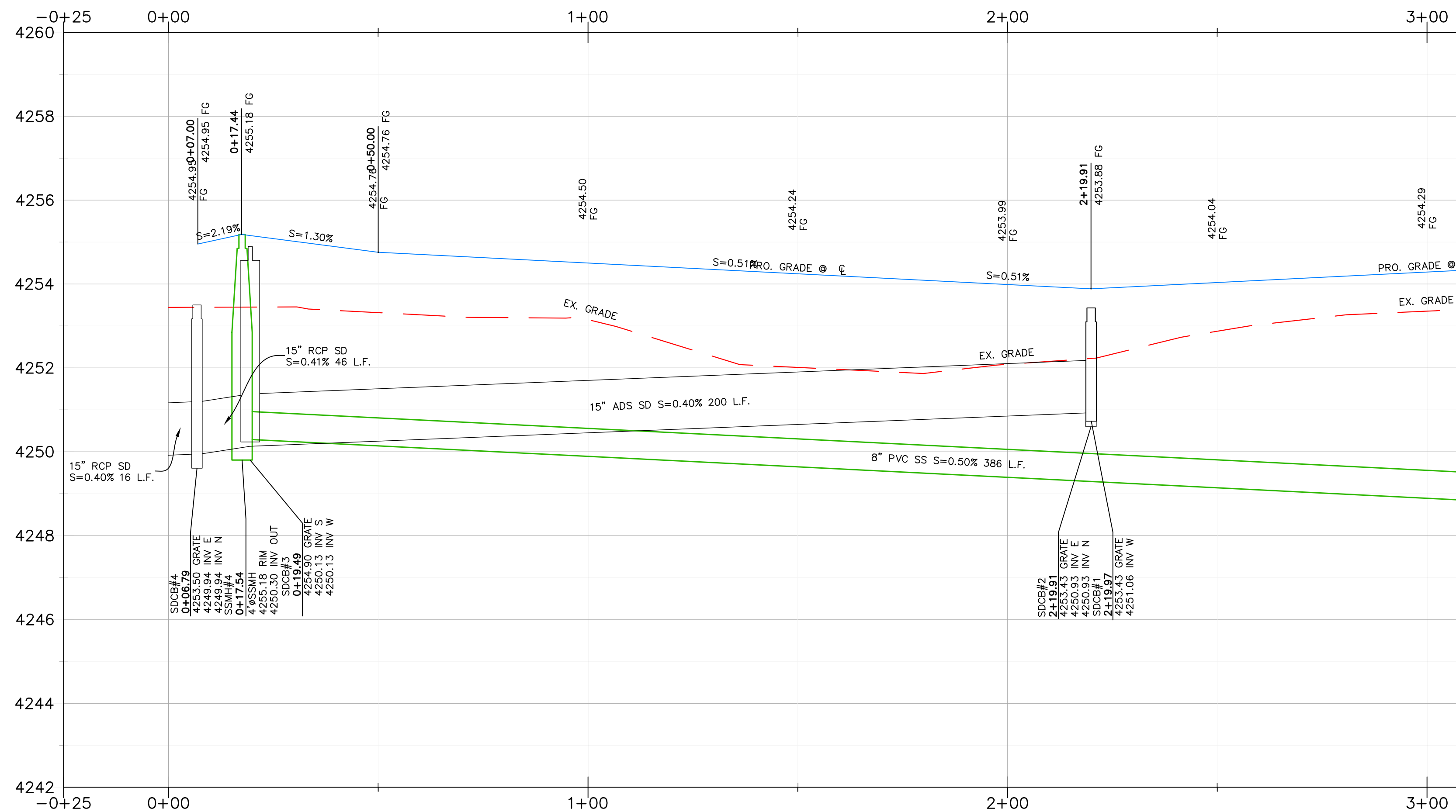
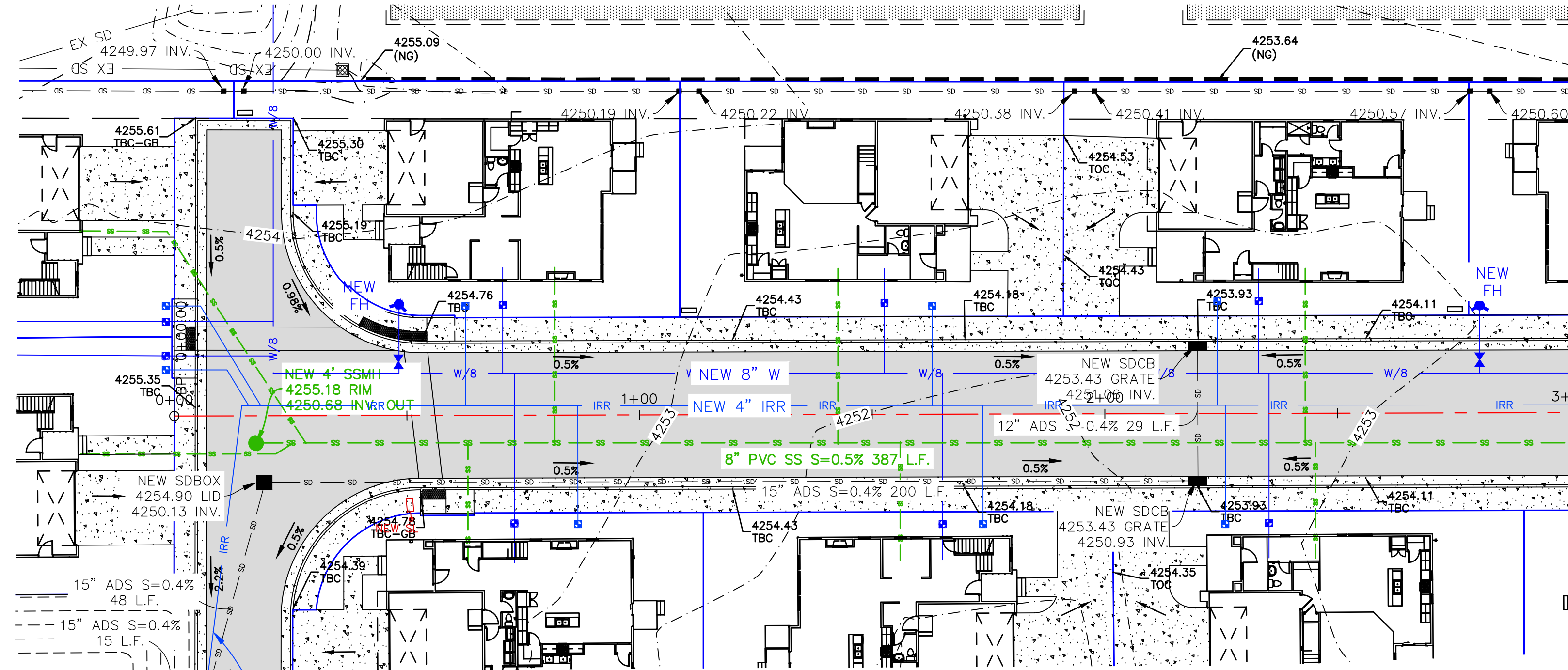
T. HUNT

Start Date:

6/10/2021

Name:

The Lane



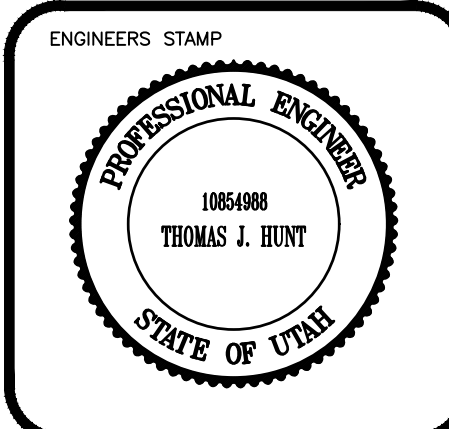
Developer Contact:
Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

HE HUNT
ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

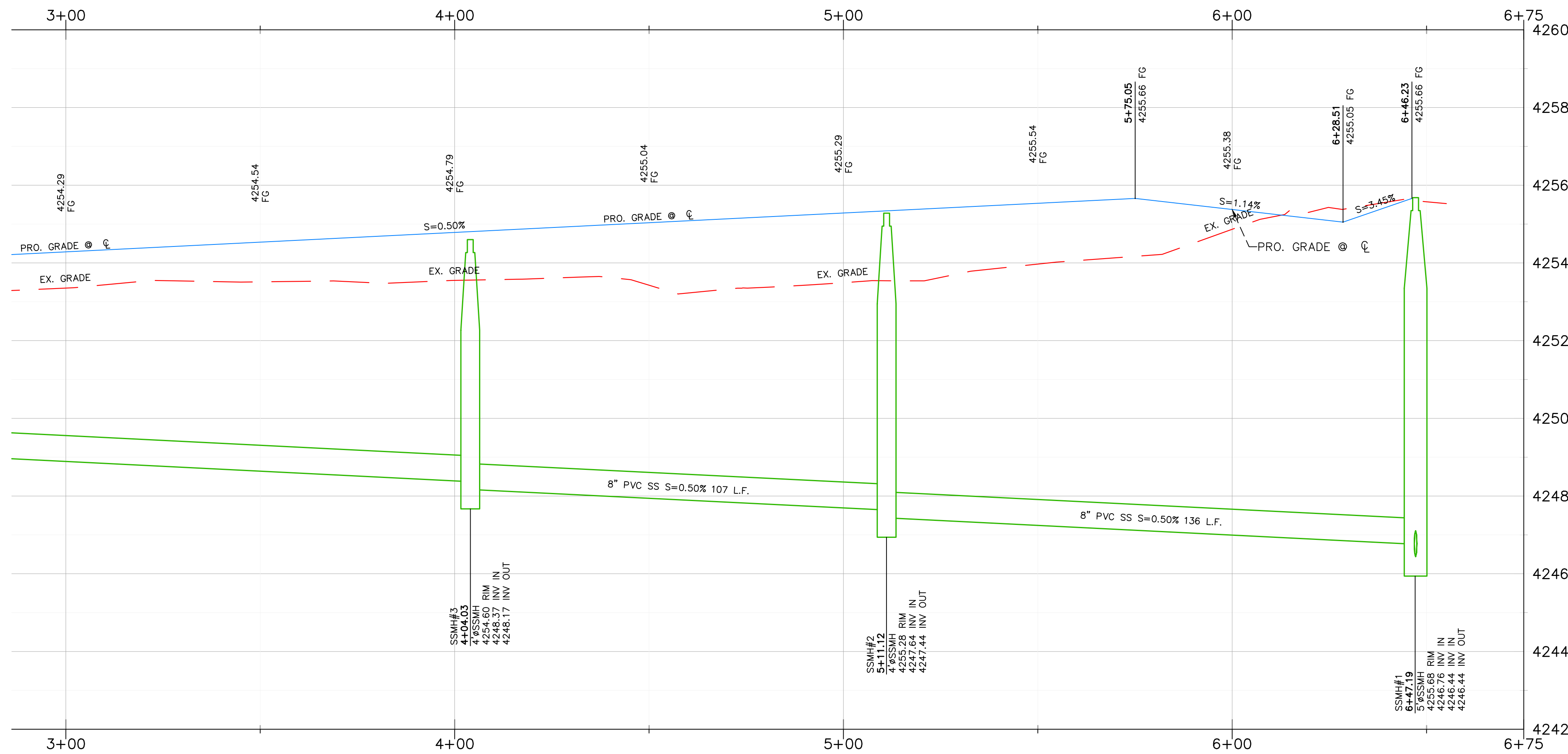
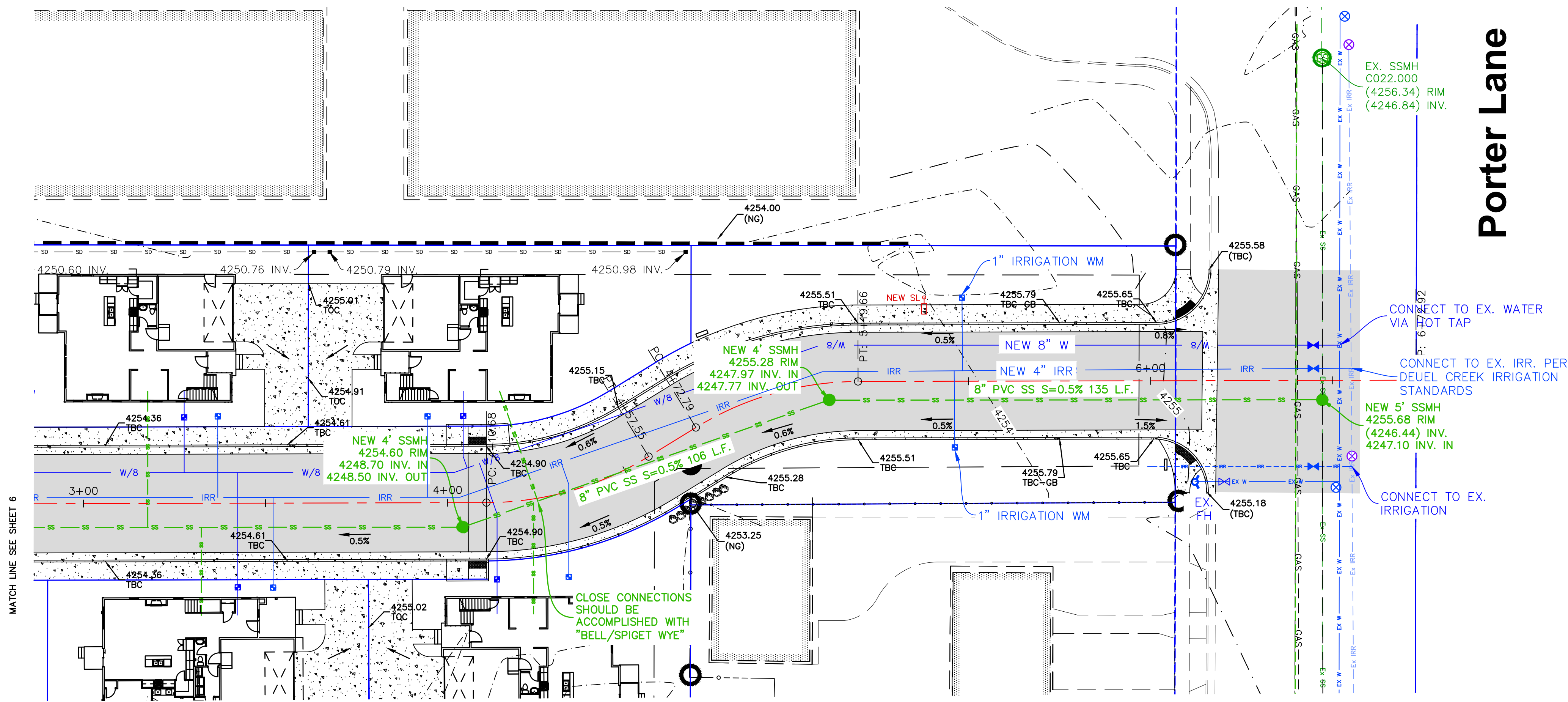
Private Road
Plan & Profile
0+00.00-3+00.00

SDSD Comments	10/21
Revisions	Date

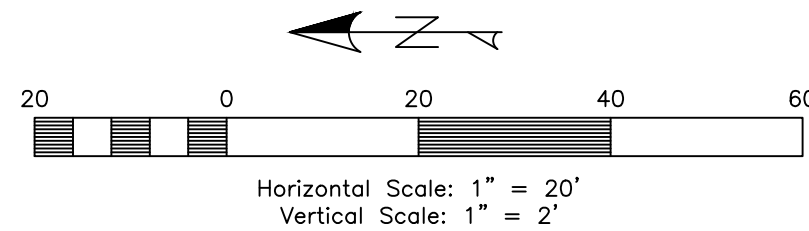


PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

SHEET	
6	12
	SHEETS



Porter Lane



Developer Contact:

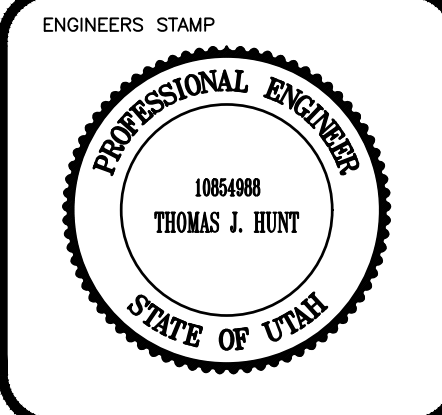
Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

HE HUNT
ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

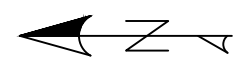
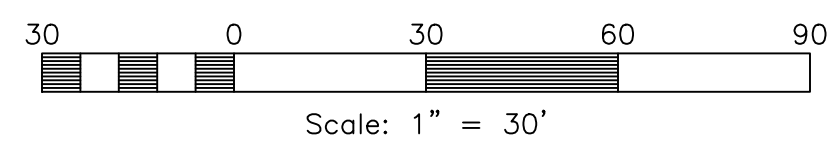
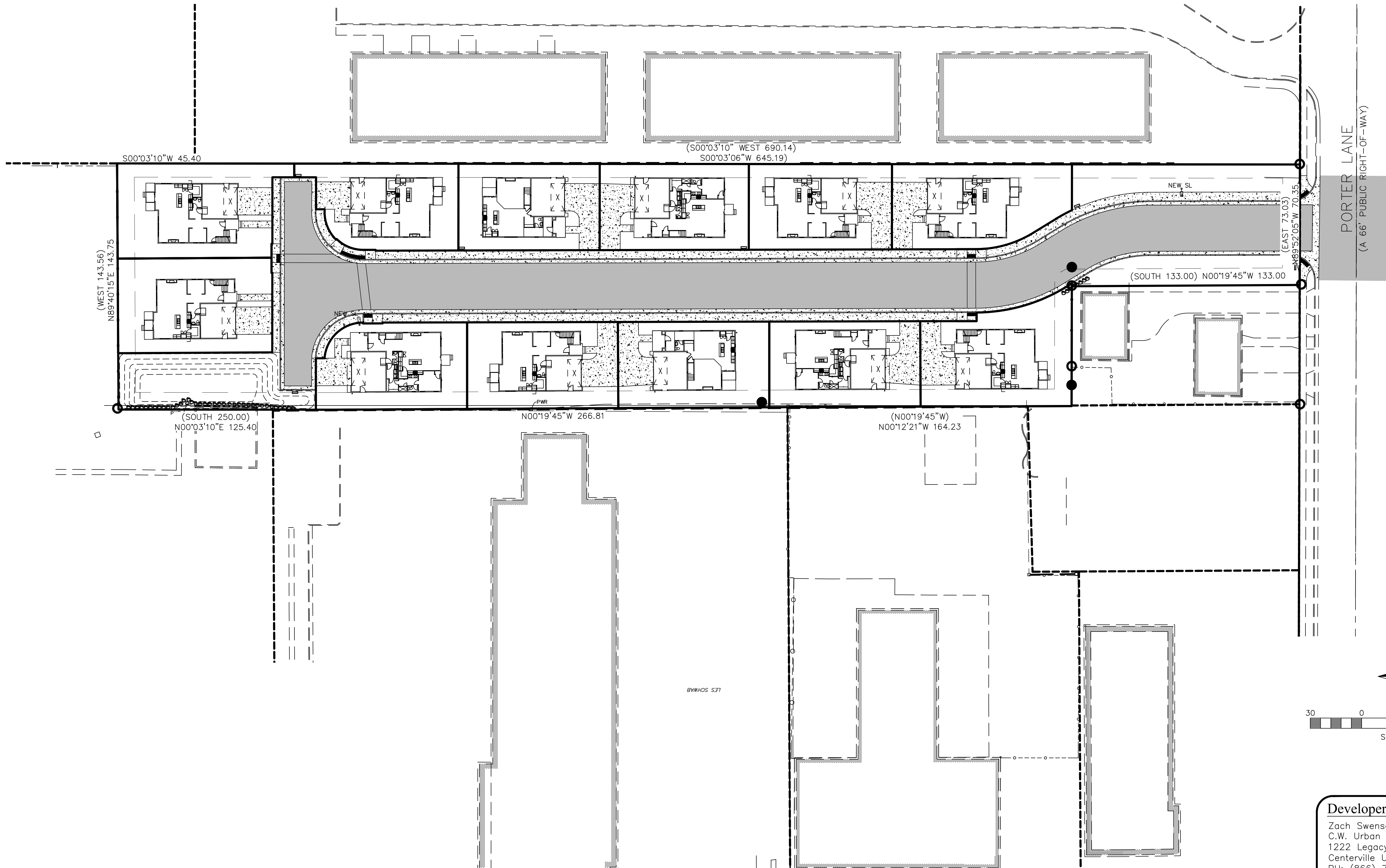
Private Road
Plan & Profile
3+00.00-6+75.00

SDSD Comments	10/21
Revisions	Date



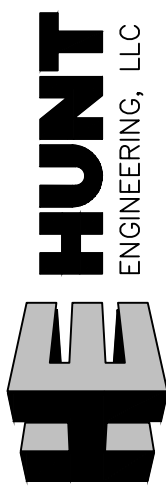
PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

SHEET	12
8	SHEETS



Developer Contact:

Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

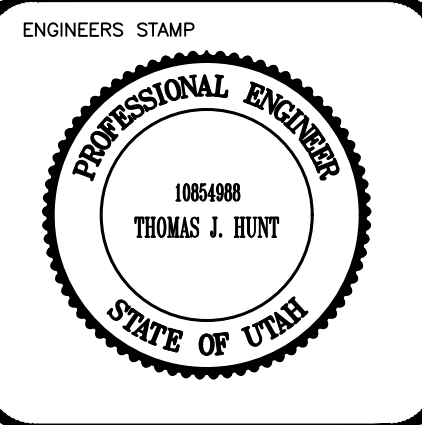


HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

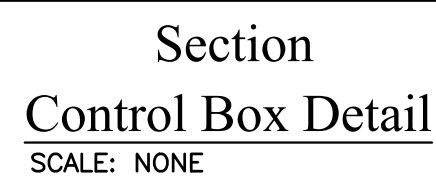
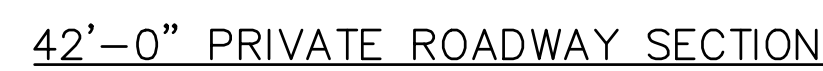
Street Light
Exhibit

SDSD Comments	10/21
Revisions	Date



PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

SHEET	12
8	SHEETS



The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for the Centerville, UT area using the Rational Method, using a 50-year storm for Detention. Storm water runoff has been calculated for a fully developed site with a discharge rate of 0.2 cfs/acre. This analysis is done per Centerville City Standards Section 15.05.050 & 16.

The calculations are as follows:

Drainage Area:		
Total Area =	2.04 acre or	88,862 ft ²
Runoff Coefficients		
Paved Area	36,306	C = 0.85
Landscaped Area	35,756	C = 0.15
Roof	16,800	C = 0.90
Weighted Runoff Coefficient		C = 0.58

Volume of Run-off for 50-year Storm Event:

C =	0.58						
I =	See Below in/hr						
A =	88862.00 ft ²						
Q(=)	0.41 ft ³ /s	0.2 cfs/acre					
time	i						
(min)	(sec)	(in./hr.)	(cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)	
0	0	0.00	0.00		0	0	
5	300	5.75	6.83	2050	122	1928	
10	600	4.37	5.19	3116	245	2871	
15	900	3.61	4.29	3861	367	3494	
20	1800	2.43	2.89	5199	734	4464	
30	3600	1.51	1.79	6461	1469	4992	
120	7200	0.88	1.04	7505	2938	4567	
180	10800	0.62	0.73	7894	4406	3488	
360	21600	0.35	0.41	8813	7908	905	
720	43200	0.22	0.26	11039	17626	-6587	
1440	86400	0.13	0.15	13247	35251	-22005	

Orifice Sizing

Given:	Q =	0.41	cfs	
	2g =	64.4	ft/s ²	
	H =	3.00	ft	
	Cd =	0.62		for circular openings
	R =	SQRT(Q/pi/(0.7*(64.4*H)^0.5))		
	R =	0.12	feet	
		1.47	inches	
	D =	2.95	inches	
	A =	6.82	inches ^2	0.0474 ft ^2

SUMMARY:

The required storage volume is	4,992	cubic feet
The provided storage volume is	5,321	cubic feet
Orifice Diameter Size is	2.95	inches

Off-Site StormWater Flows

The storm water from 'The Lane' subdivision will discharge at a reduce rate of 0.2 cfs/acre and into the existing outlet pipe for the Truck World Detention Basin. The additional storm water being added to the system is 0.41 cfs.

Contribution to existing pipe is: 0.41 cfs

Existing Pipe Sizing				
Description	Pipe Size	Slope	Cap. (cfs)	Req. Cap.
15" ADS	15	0.37%	3.97	

Based on the storm drain analysis performed by Hansen & Associates, dated July 19, 2021, the watershed area that is flowing into the existing detention basin is 1.40 acres. They analyzed the watershed area to have a runoff coefficient of 0.90 and a 1-hour rainfall intensity of 1.07 inches. Using the Rational Method, the existing flow rates into the pipe is:

Q = C*i*A

C =	0.9
i =	1.07
A =	1.4 acres

Existing storm water flow rate from Truck World:	1.35 cfs
The Lane' stormwater addition:	0.41 cfs

Combined storm water flow is: 1.76 cfs
Existing Pipe Capacity is: 3.97 cfs

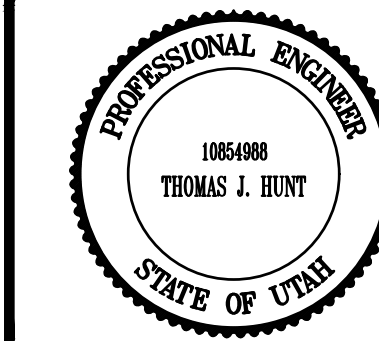
NOTICE TO CONTRACTOR:
ON ALL SECTIONS, REFER TO THE SITE SPECIFIC GEOTECHNICAL
REPORT, GEOTECHNICAL REPORT PREPARED BY AGEC DATED
OCTOBER 6, 2020. THIS REPORT IS TO GOVERN & CONTROL.

The Lane
700 West Porter Lane
Centerville, UT

Civil Details

SDSD Comments	10/21
Revisions	Date

ENGINEERS STAMP



PROJECT INFO.

Engineer: T. HUNT

Drafter: T. HUNT

Start Date: 6/10/2021

Name: The Lane

Developer Contact:

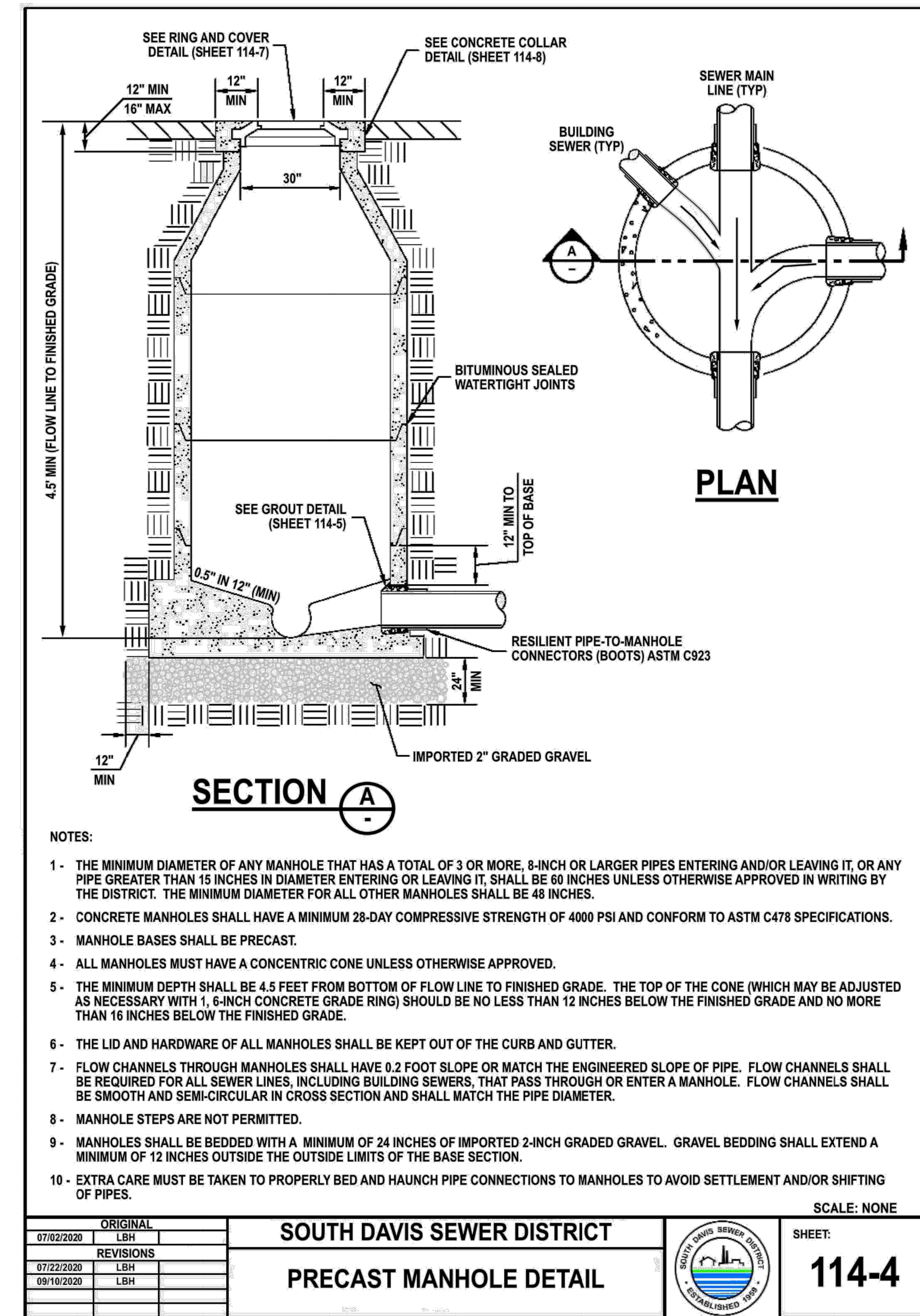
Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

SHEET

9

12

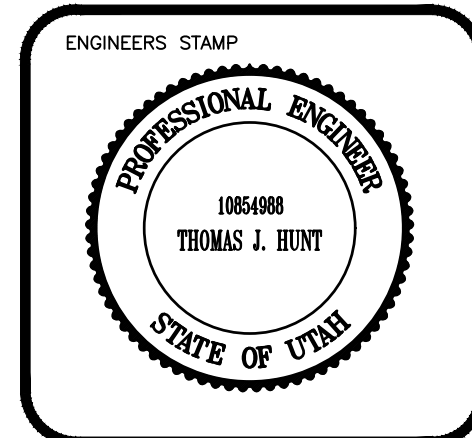
SHEETS



The Lane
700 West Porter Lane
Centerville, UT

Civil Details

SDSD Comments	10/21
Revisions	Date



PROJECT INFO.

Engineer: T. HUNT

Drafter: T. HUNT

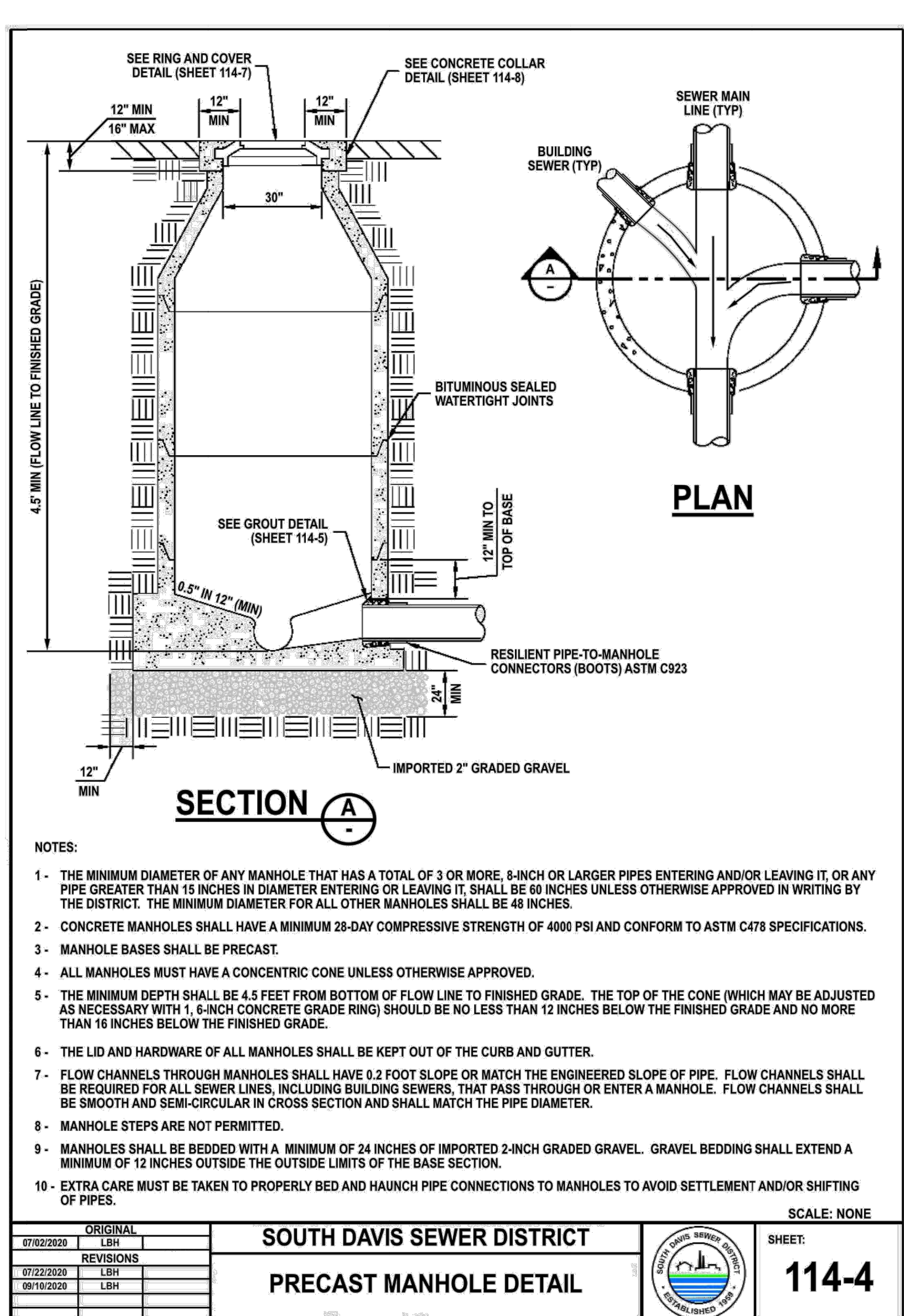
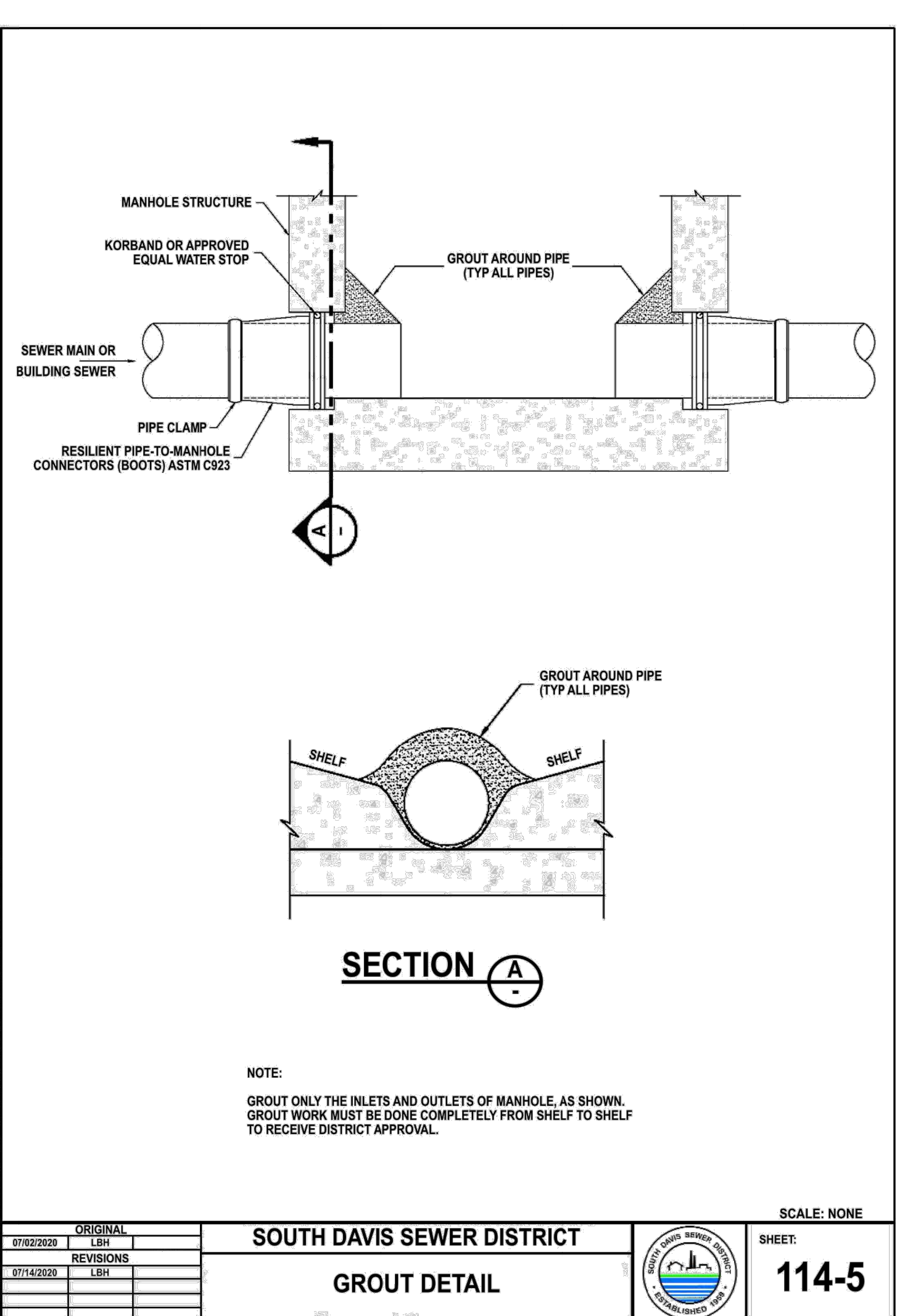
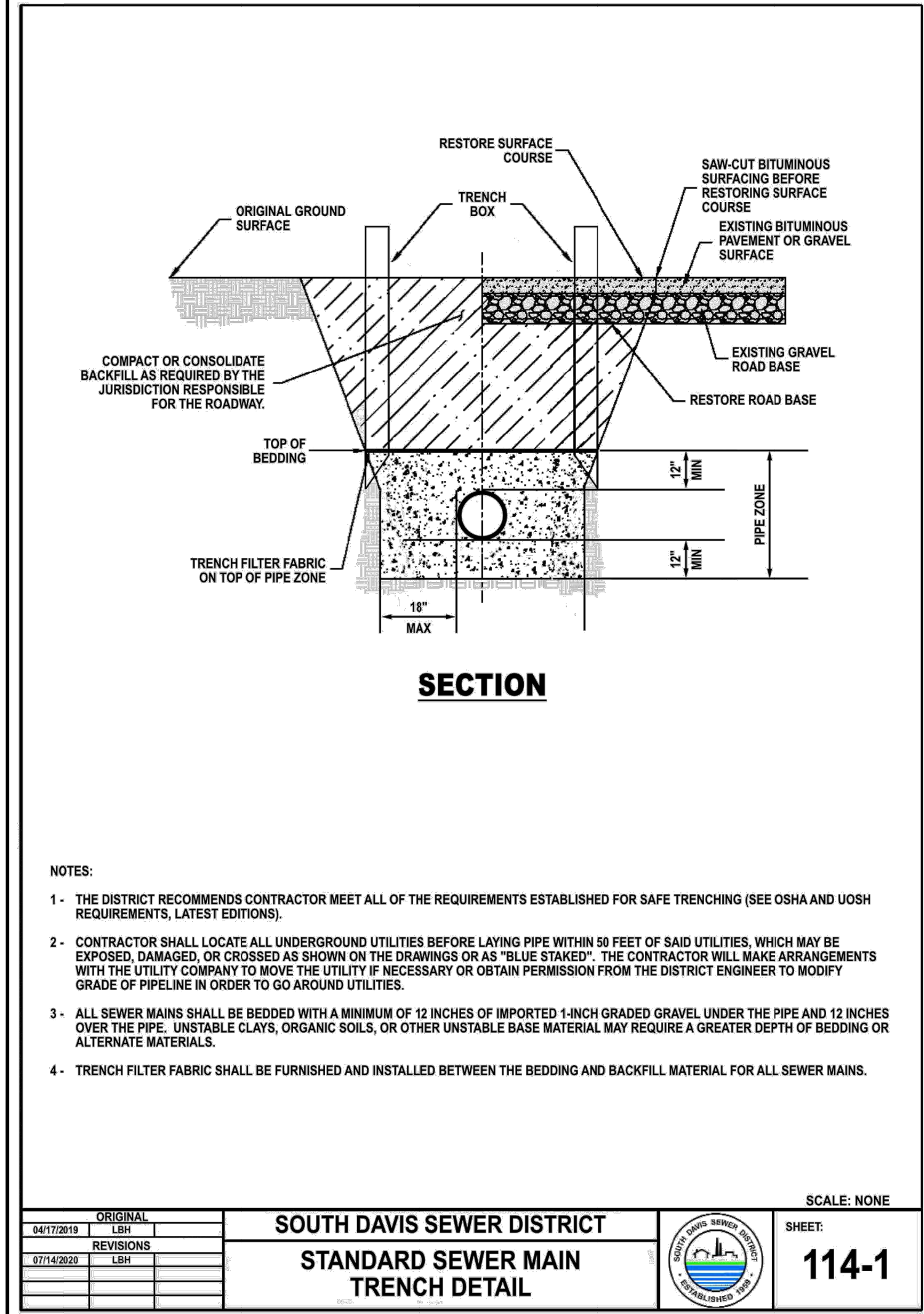
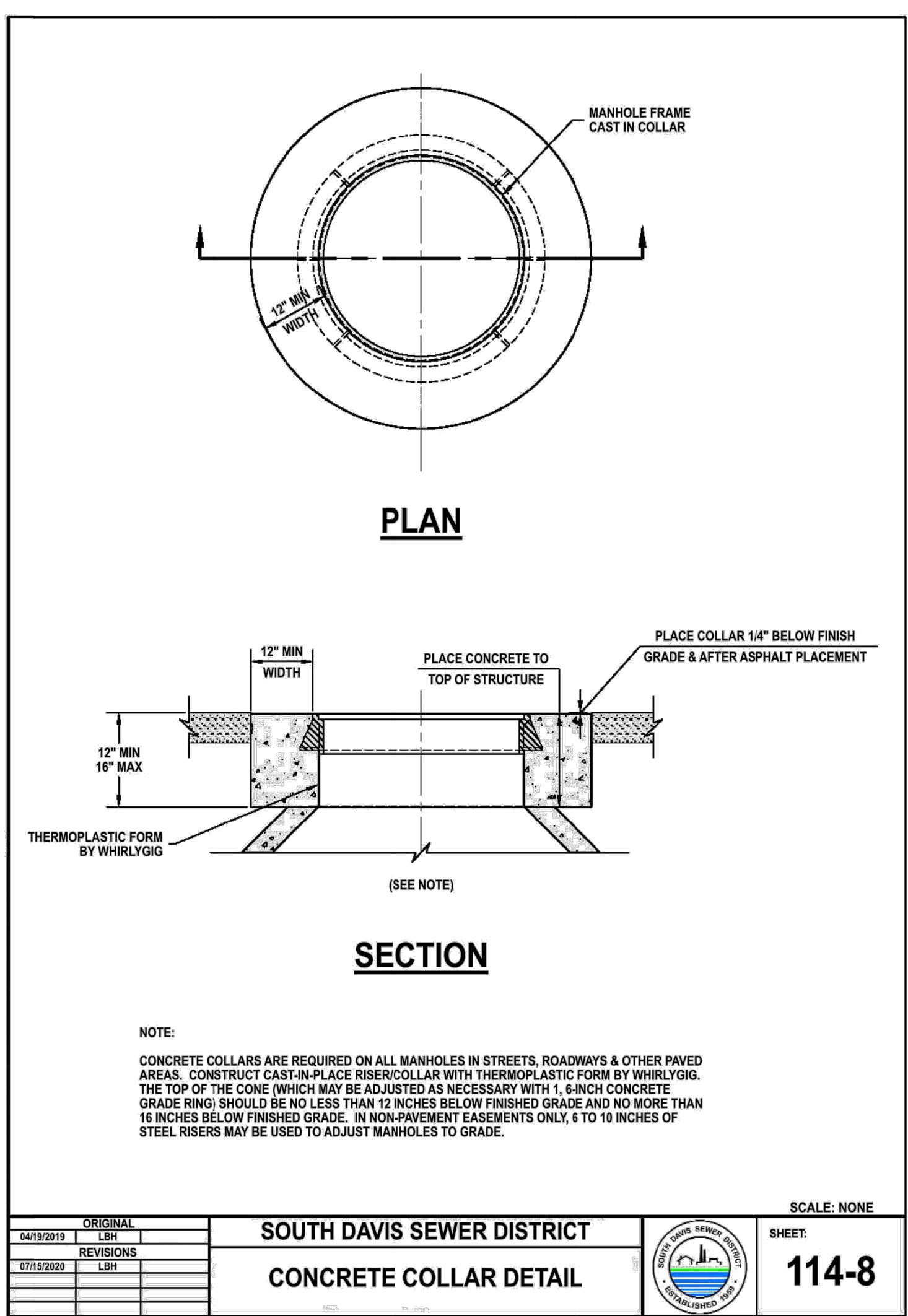
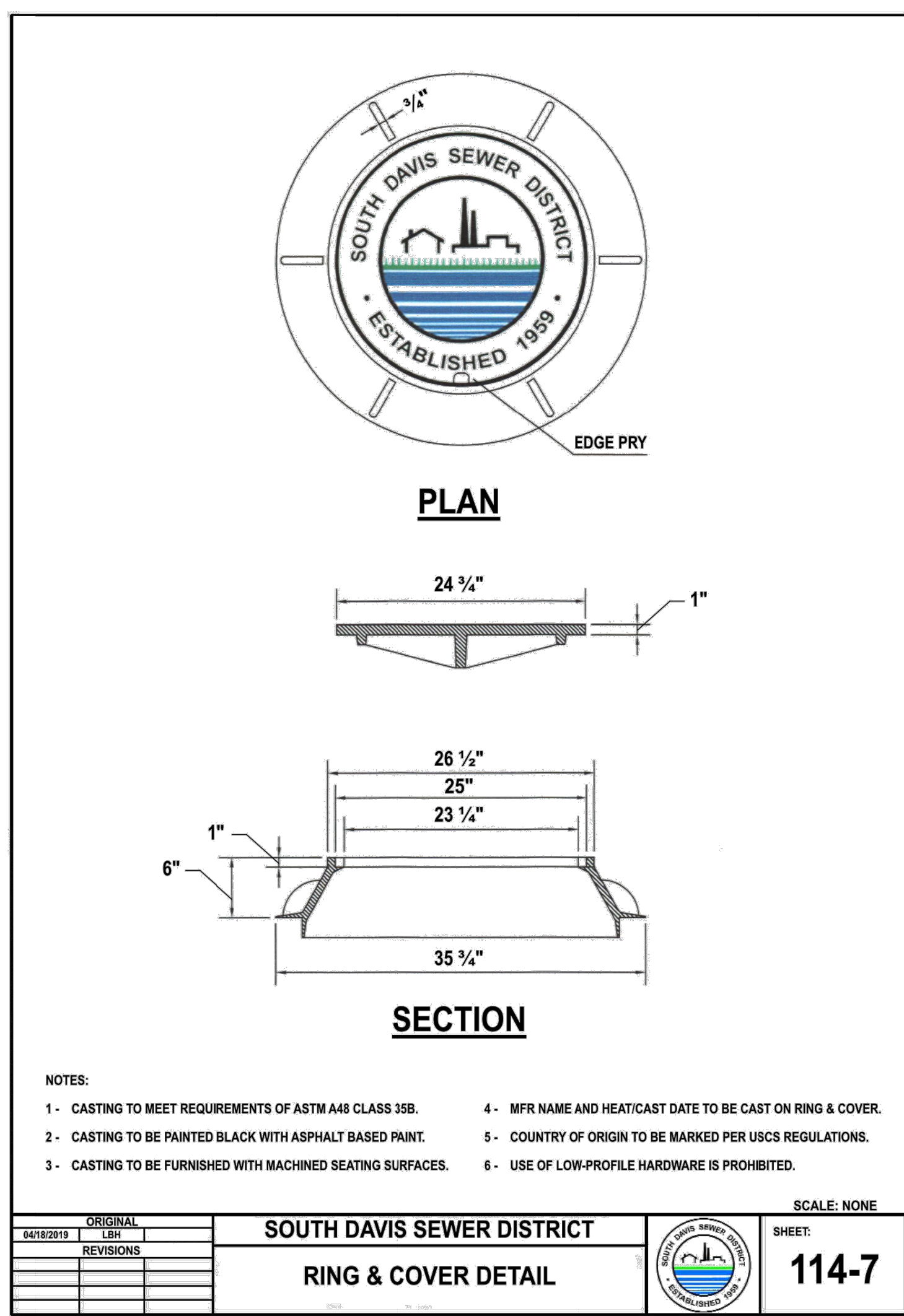
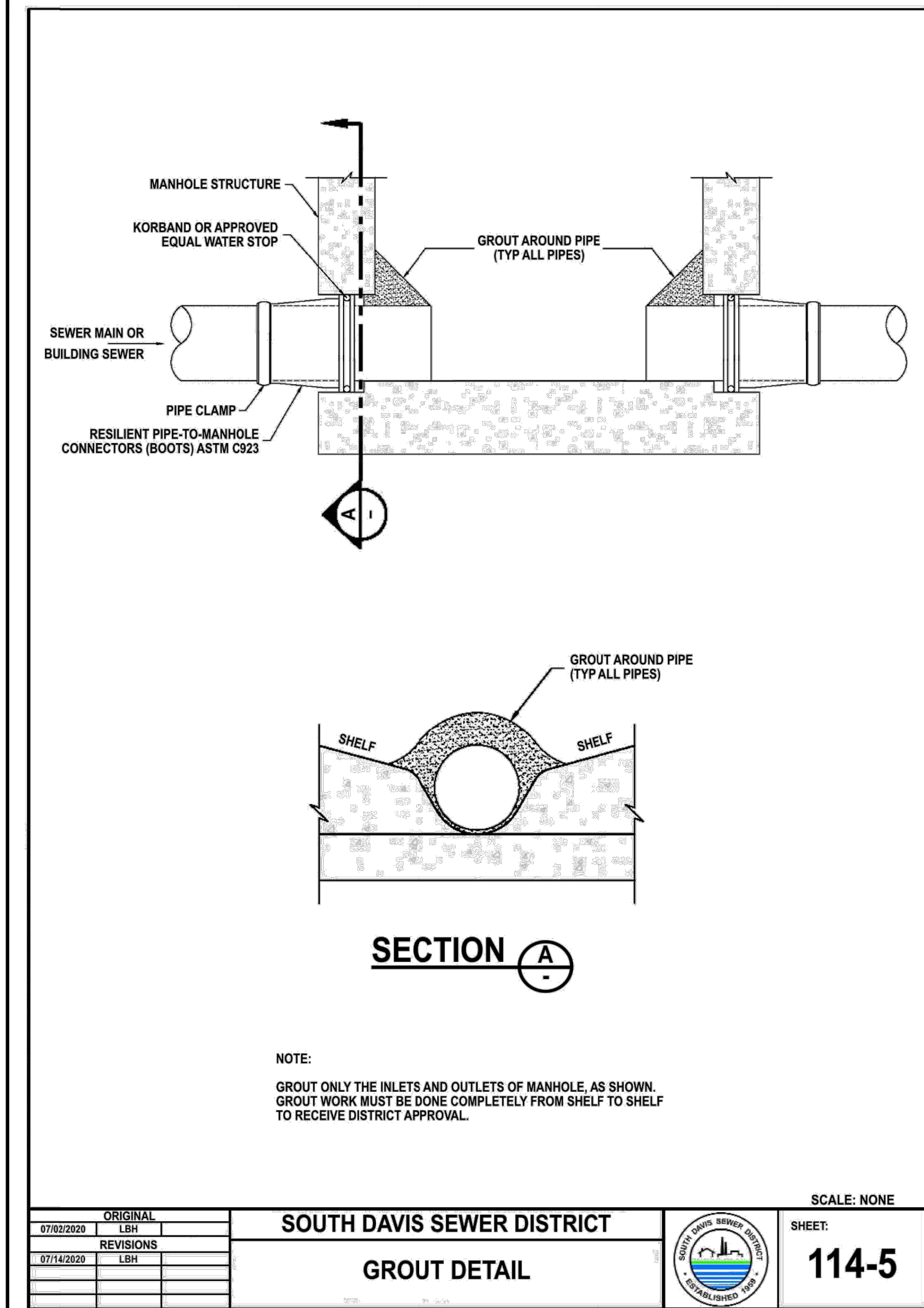
Start Date: 6/10/2021

Name: The Lane

Developer Contact:

Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

SHEET	12
9.1	SHEETS



Developer Contact:

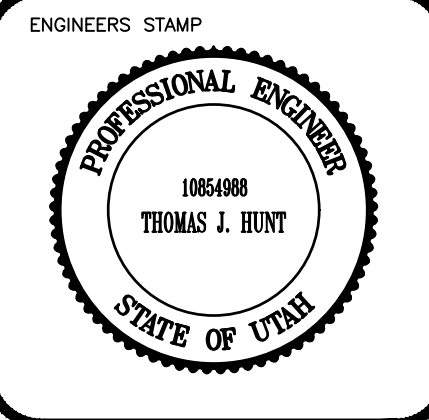
Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489

HUNT
ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

Civil Details

SDSD Comments	10/21
Revisions	Date



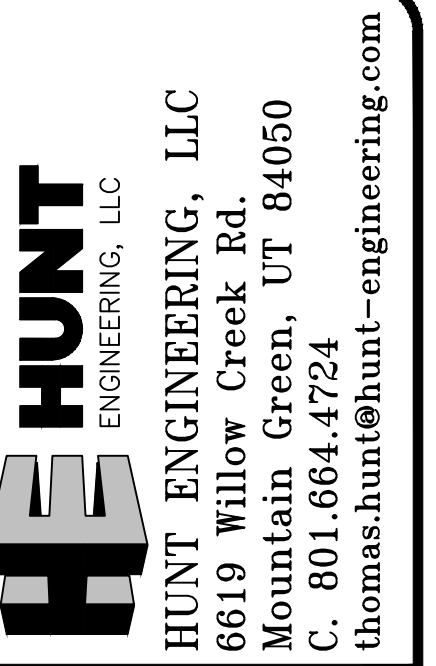
PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

SHEET	12
9.2	SHEETS

The Lane

STORM WATER POLLUTION PREVENTION PLAN

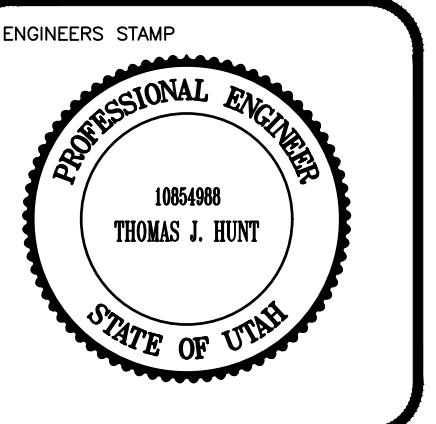
LOCATED IN THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021



**The Lane
700 West Porter Lane
Centerville, UT**

SWPPP Exhibit

SDSD Comments	10/21
Revisions	Date



PROJECT INFO.

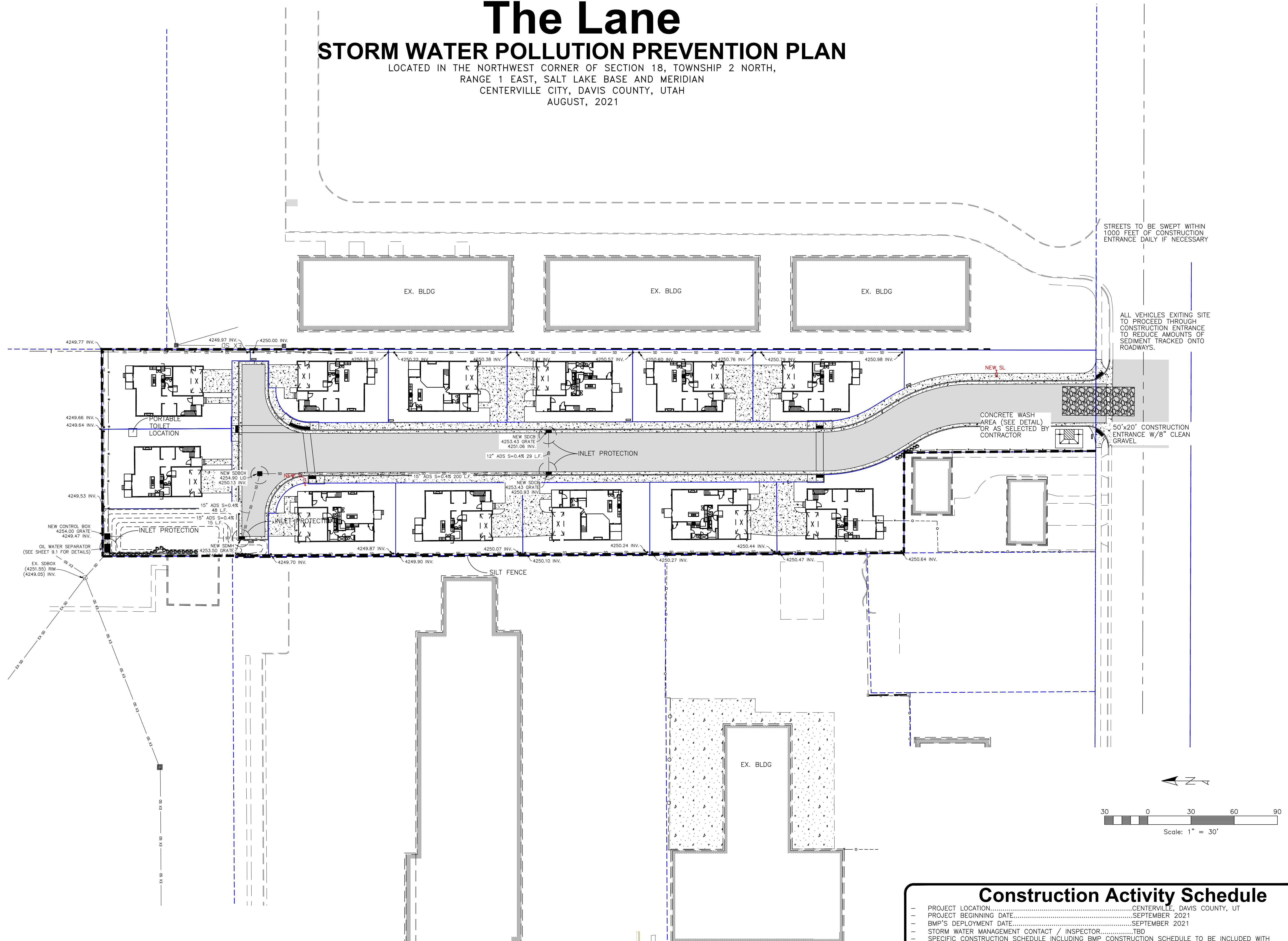
Engineer: T. HUNT

Drafter: T. HUNT

Start Date: 6/10/2021

Name: The Lane

SHEET	12
10	
	SHEETS

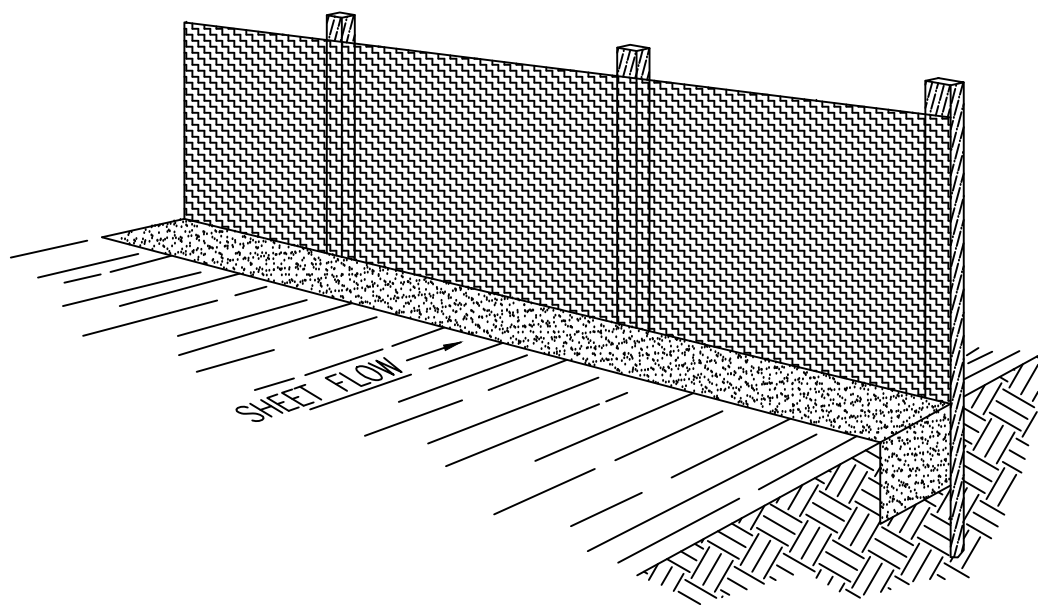


Construction Activity Schedule

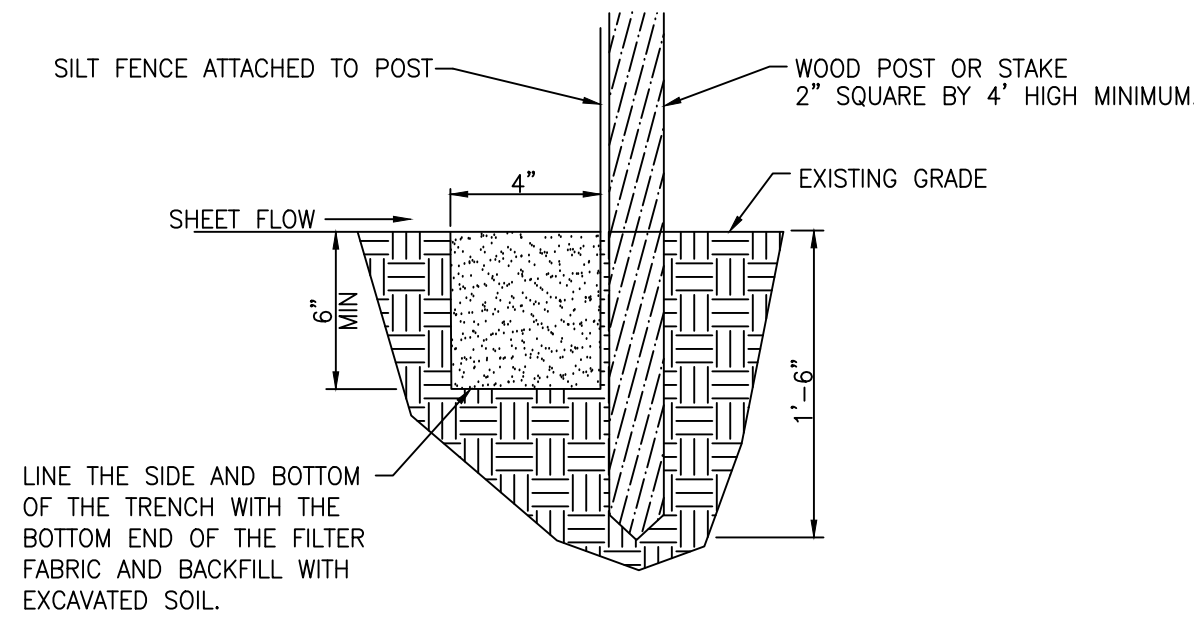
- PROJECT LOCATION.....CENTERVILLE, DAVIS COUNTY, UT
- PROJECT BEGINNING DATE.....SEPTEMBER 2021
- BMP'S DEPLOYMENT DATE.....SEPTEMBER 2021
- STORM WATER MANAGEMENT CONTACT / INSPECTOR.....TBD
- SPECIFIC CONSTRUCTION SCHEDULE INCLUDING BMP CONSTRUCTION SCHEDULE TO BE INCLUDED WITH SWPPP BY OWNER/DEVELOPER

Notes:

1. AT ALL TIMES DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING AND CONTROLLING EROSION DUE TO WIND AND RUNOFF. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL FACILITIES SHOWN.
2. THE CONTRACTOR SHALL REMOVE LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION CHEMICALS EXPOSED TO STORM WATER, FROM THE SITE ON A DAILY BASIS, OR AS A MINIMUM, PRIOR TO ANY ANTICIPATED STORM EVENT; OR OTHERWISE PREVENT SUCH MATERIAL FROM BECOMING A POLLUTANT SOURCE FOR STORM WATER DISCHARGES.
3. CONTRACTOR SHALL USE VEHICLE TRACKING CONTROL AT ALL LOCATIONS WHERE VEHICLE WILL ENTER OR EXIT THE SITE. VEHICLE TRACKING CONTROL FACILITIES, SILT FENCE, AND INLET PROTECTION WILL BE MAINTAINED WHILE CONSTRUCTION IS IN PROGRESS, MOVED WHEN NECESSARY FOR PHASING OF THE WORK, UNTIL ALL WORK IS COMPLETE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING STREETS CLEAN OF DEBRIS FROM TRAFFIC FROM THE SITE. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, THE CONTRACTOR SHALL REMOVE OFF-SITE ACCUMULATIONS OF SEDIMENT IMMEDIATELY TO MINIMIZE OFF SITE IMPACTS. AT NO TIME SHALL SEDIMENT BE WASHED DOWN UNPROTECTED INLETS INTO THE PUBLIC STORM SEWER SYSTEM.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING DRAINAGE AND EROSION CONTROL FACILITIES AS REQUIRED, AND SHALL REMOVE SEDIMENT FROM SEDIMENT TRAPS OR PONDS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
6. EXCEPT AS PROVIDED IN (A), (B), AND (C) BELOW, THE CONTRACTOR SHALL INITIATE STABILIZATION MEASURES AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
 - (A)WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARILY OR PERMANENTLY CEASES IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE.
 - (B)WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE A TO BE INITIATED ON THAT PORTION OF THE SITE.
 - (C) IN ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 0-10 INCHES), SEMI-ARID AREAS (AREAS WITH AN AVERAGE ANNUAL RAINFALL OF 10-20 INCHES), AND AREAS EXPERIENCING DROUGHTS WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY HAS TEMPORARILY OR PERMANENTLY CEASED IS PRECLUDED BY SEASONAL ARID CONDITIONS, STABILIZATION SHALL BE INITIATED AS SOON AS PRACTICABLE.
7. EROSION CONTROL STRUCTURES BELOW SODDED AREAS MAY BE REMOVED ONCE SOD AND FINAL LANDSCAPING IS IN PLACE, EROSION CONTROL STRUCTURES BELOW SEEDED AREAS MUST REMAIN IN PLACE UNTIL THE ENTIRE AREA HAS ESTABLISHED A MATURE COVERING OF HEALTHY VEGETATION. EROSION CONTROL IN PROPOSED PAVED AREAS SHALL REMAIN IN PLACE UNTIL PAVEMENT IS COMPLETE.
8. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE PAVED OR SEEDED PER PLAN.
9. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DUE TO UNFORSEEN PROBLEMS OR IF THE PLAN DOES NOT FUNCTION AS INTENDED. A REPRESENTATIVE OF THE LOCAL JURISDICTION MAY REQUIRE ADDITIONAL CONTROL DEVICES UPON INSPECTION OF PROPOSED FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING ANY NECESSARY CHANGES AND POSTING ANY UPDATES TO THE PLANS AND RECORDING CHANGES IN THE STORMWATER POLLUTION PLAN DOCUMENT.
10. THIS PLAN IS ONLY TO BE USED FOR INSTALLATION OF EROSION CONTROL FACILITIES. DO NOT USE THIS PLAN FOR FINISH GRADING OR STORM SEWER CONSTRUCTION.
11. THE CONTRACTOR SHALL AMEND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) WHENEVER:
 - THERE IS A CHANGE IN DESIGN, CONSTRUCTION OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO THE WATERS OF THE STATE AND WHICH HAS NOT OTHERWISE BEEN ADDRESSED IN THE PLAN;
 - INSPECTIONS OR INVESTIGATIONS BY SITE OPERATORS, LOCAL, STATE, OR FEDERAL OFFICIALS INDICATE THE SWPPP IS PROVING INEFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING POLLUTANTS FROM SOURCES IDENTIFIED UNDER PART III.D.1 OF THE PERMIT, OR IS OTHERWISE NOT ACHIEVING THE GENERAL OBJECTIVES OF CONTROLLING POLLUTANTS IN STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY; AND
 - A NEW CONTRACTOR AND/OR SUBCONTRACTOR WILL IMPLEMENT A MEASURE OF THE SWPPP IN ORDER TO IDENTIFY THEIR ROLE AND RESPONSIBILITY FOR THE SWPPP. AMENDMENTS TO THE PLAN MAY BE REVIEWED BY THE EXECUTIVE SECRETARY (OR AUTHORIZED REPRESENTATIVE) IN THE SAME MANNER AS PART III.B.2 OF THE PERMIT.
12. THE CONTRACTOR SHALL KEEP A RECORD OF THE DATES WHEN MAJOR GRADING ACTIVITIES OCCUR, WHEN CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON A PORTION OF THE SITE, AND WHEN STABILIZATION MEASURES ARE INITIATED, AND INCLUDE THIS INFORMATION IN THE SWPPP.
13. THE CONTRACTOR SHALL NOTE THAT FLUCTUATIONS OF THE GROUNDWATER TABLE MAY OCCUR DUE TO VARIOUS FACTORS NOT EVIDENT AT THE TIME OF PREPARATION OF THIS PLAN. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY DEWATERING PERMITS REQUIRED FOR THE PROJECT.
14. THE PROJECT SITE IN IN FLOOD ZONE "X" WHICH DENOTES AREAS OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD.
15. THERE ARE NO SURFACE WATER FEATURES LOCATED ON THIS SITE.
16. THE TEMPORARY PARKING AND STORAGE AREA SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AREA, EQUIPMENT CLEANING AREA. EMPLOYEES BREAK AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. THE CONTRACTOR SHALL CONTAIN AND TREAT ALL LEAKS AND SPILLS FROM ANY EQUIPMENT OR FACILITIES.
17. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, ETC.) SHALL BE DISPOSED OF IN A MANNER THAT PREVENTS CONTACT WITH STORM WATER DISCHARGES FROM THE SITE. CONCRETE TRUCK WASHING SHALL BE DONE AT THE LOCATION SHOWN.
18. MAINTAIN ON THE SITE OR HAVE READILY AVAILABLE SUFFICIENT OIL AND GREASE ABSORBING MATERIALS TO CONTAIN AND CLEANUP FUEL OR CHEMICAL SPILLS AND LEAKS.
19. FUGITIVE DUST BLOWING FROM THE SITE SHALL BE CONTROLLED BY SPRAYING WATER ON DRY AREAS OF THE SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS ABSOLUTELY PROHIBITED.
20. NO RUBBISH, TRASH, GARBAGE, OR OTHER SUCH MATERIALS SHALL BE DISCHARGED INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
21. ALL MEASURES PRESENTED IN THE SWPPP SHALL BE INITIATED AS SOON AS PRACTICABLE.
22. IF THE GRAVEL CONSTRUCTION ENTRANCES ARE NOT EFFECTIVE IN REMOVING THE MAJORITY OF DIRT OR MUD FROM THE TIRES OF THE CONSTRUCTION VEHICLES, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER THE PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
23. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
24. IF SOIL STOCKPILING IS EMPLOYED ON THE SITE, SILT FENCES SHALL BE USED TO HELP CONTAIN THE SEDIMENT.
25. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF WITHIN 30 DAYS AFTER FINAL STABILIZATION. FINAL STABILIZATION HAS OCCURRED WHEN ALL SOIL DISTURBING ACTIVITIES ARE COMPLETED AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70% OF THE COVER FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES HAS BEEN EMPLOYED.
26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, STRAW BALES, ETC.) DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT.
27. ALL OFF-SITE CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACKFILLING OF TRENCHES FOR STORM DRAIN CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.
28. THE CONTRACTOR SHALL POST THESE PLANS AND THE SWPPP IN THE JOB TRAILER, LOG ALL CHANGES, AND UPDATE PLANS AND THE SWPPP AS REQUIRED.
29. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMPs) AND CONFORM TO ALL CITY AND STATE REQUIREMENTS FOR EROSION CONTROL AND STORM WATER PROTECTION.
30. IN THE UNLIKELY EVENT THAT A PHASE DOES NOT IMPROVE ACCESS AND/OR AN ACCESS ROAD IS CONSTRUCTED, BEST MANAGEMENT PRACTICES SHALL BE APPLIED IN ANY TEMPORARY OR PERMANENT STRUCTURES OR ACCESS POINTS.
31. THE CONTRACTOR SHALL COMPLETE WEEKLY INSPECTION FORMS FOR THE CITY'S RECORDS, COVERING WEEKLY INSPECTIONS AND MAINTENANCE.
32. EXISTING PERIMETER FENCING TO ACT AS CONSTRUCTION FENCING. IF PERIMETER FENCING IS REMOVED, A CONSTRUCTION SHALL BE INSTALLED UNTIL A NEW FENCE OR WALL IS CONSTRUCTED.



Perspective View



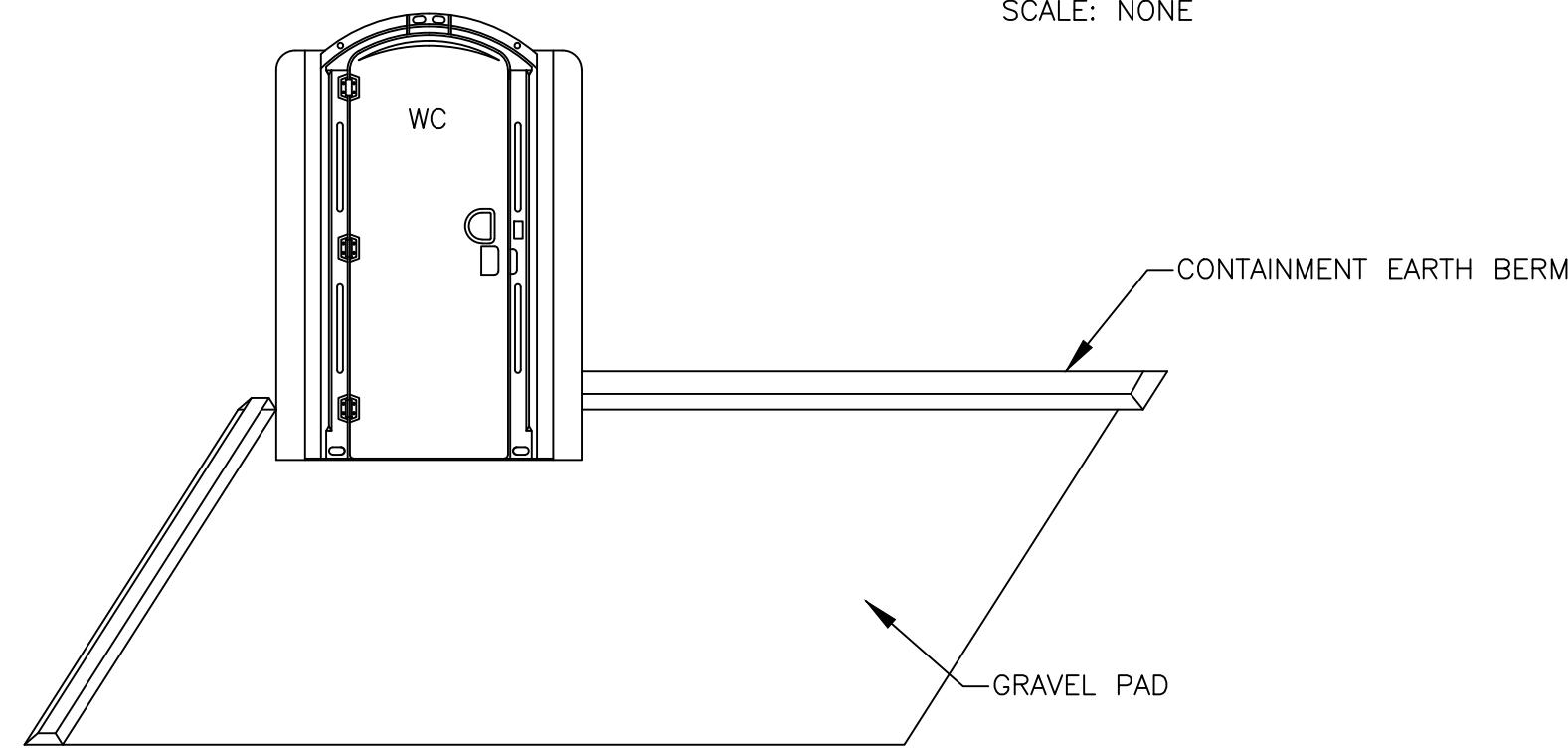
Section

Silt Fence Notes:

1. WHERE POSSIBLE, LAYOUT THE SILT FENCE 5' TO 10' BEYOND THE TOE OF THE SLOPE.
2. ALIGN THE FENCE ALONG THE CONTOUR AS CLOSE AS POSSIBLE.
3. WHEN EXCAVATING THE TRENCH, USE MACHINERY THAT WILL PRODUCE NO MORE THAN THE DESIRED DIMENSIONS.
4. AVOID USING JOINTS ALONG THE FENCE AS MUCH AS POSSIBLE. IF A JOINT IS NECESSARY, SPLICE THE SILT FENCE AT A POST WITH A 6" OVERLAP AND SECURELY FASTEN BOTH ENDS TO THE POST.
5. MAINTAIN A PROPERLY FUNCTIONING SILT FENCE THROUGHOUT THE DURATION OF THE PROJECT OR UNTIL DISTURBED AREAS HAVE BEEN VEGETATED.
6. REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA.
7. WHEN PLACING FENCE ON SLOPES STEEPER THAN 2:1 SEE SWPPP REPORT.

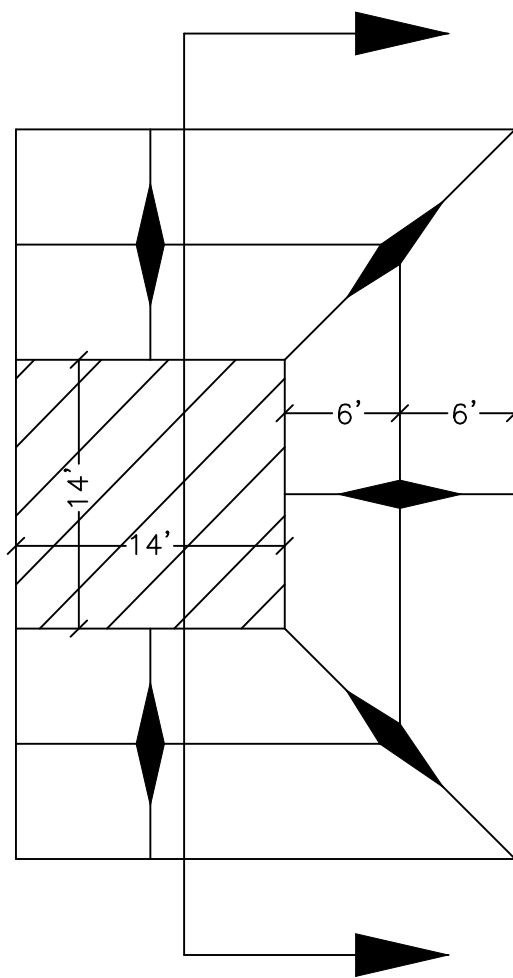
Silt Fence Detail

SCALE: NONE



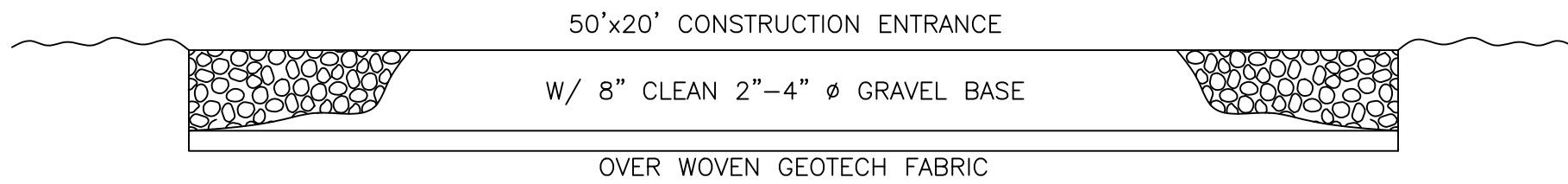
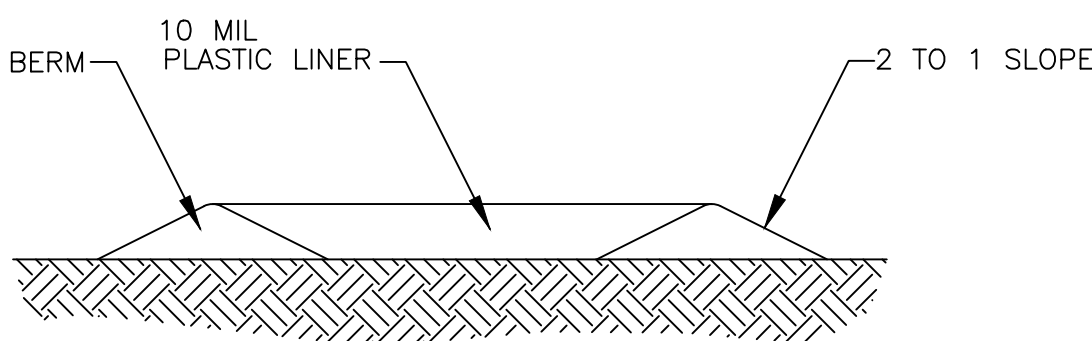
Portable Toilet

SCALE: NONE

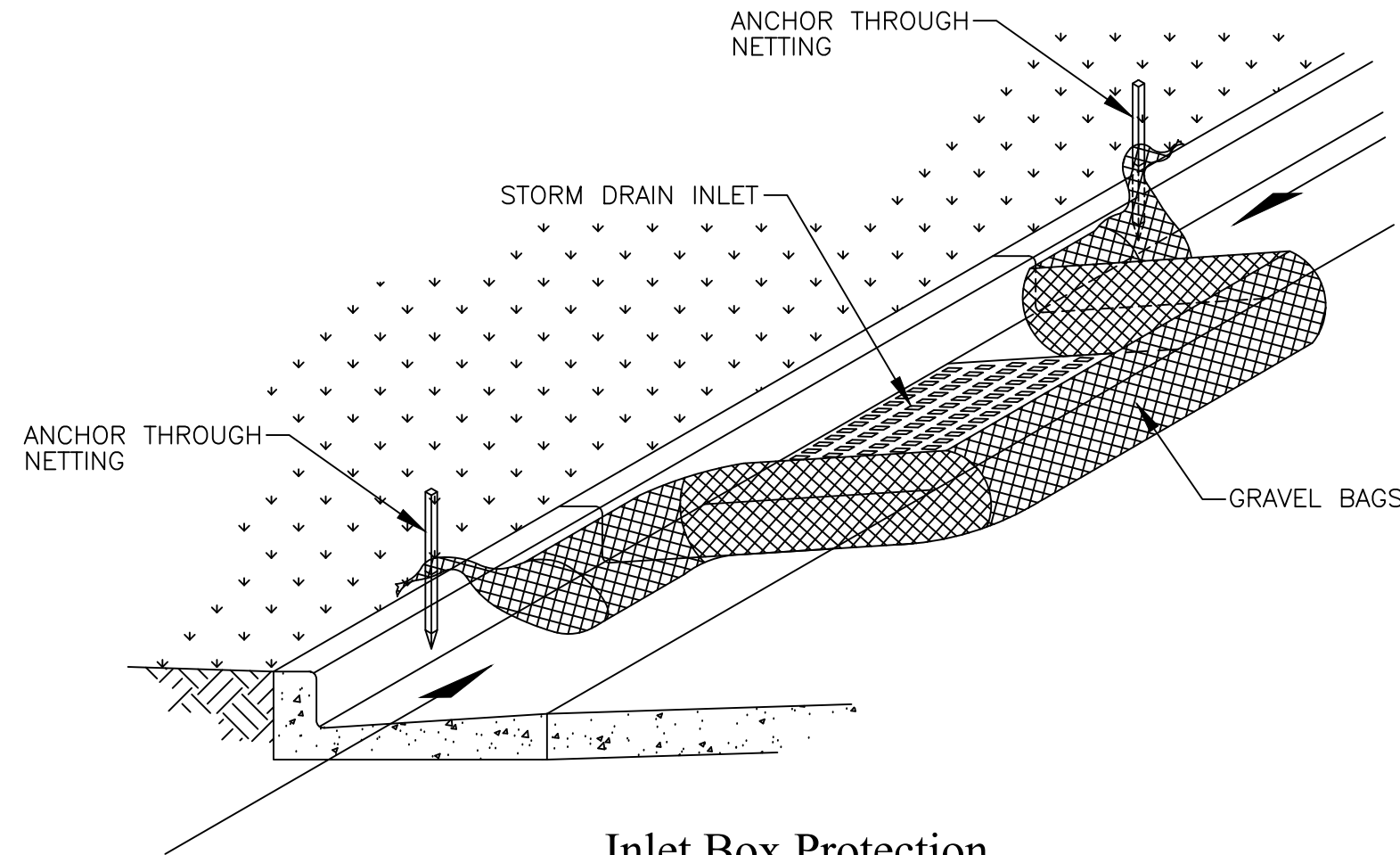


Concrete Washout Area
w/ 10 mil Plastic Liner

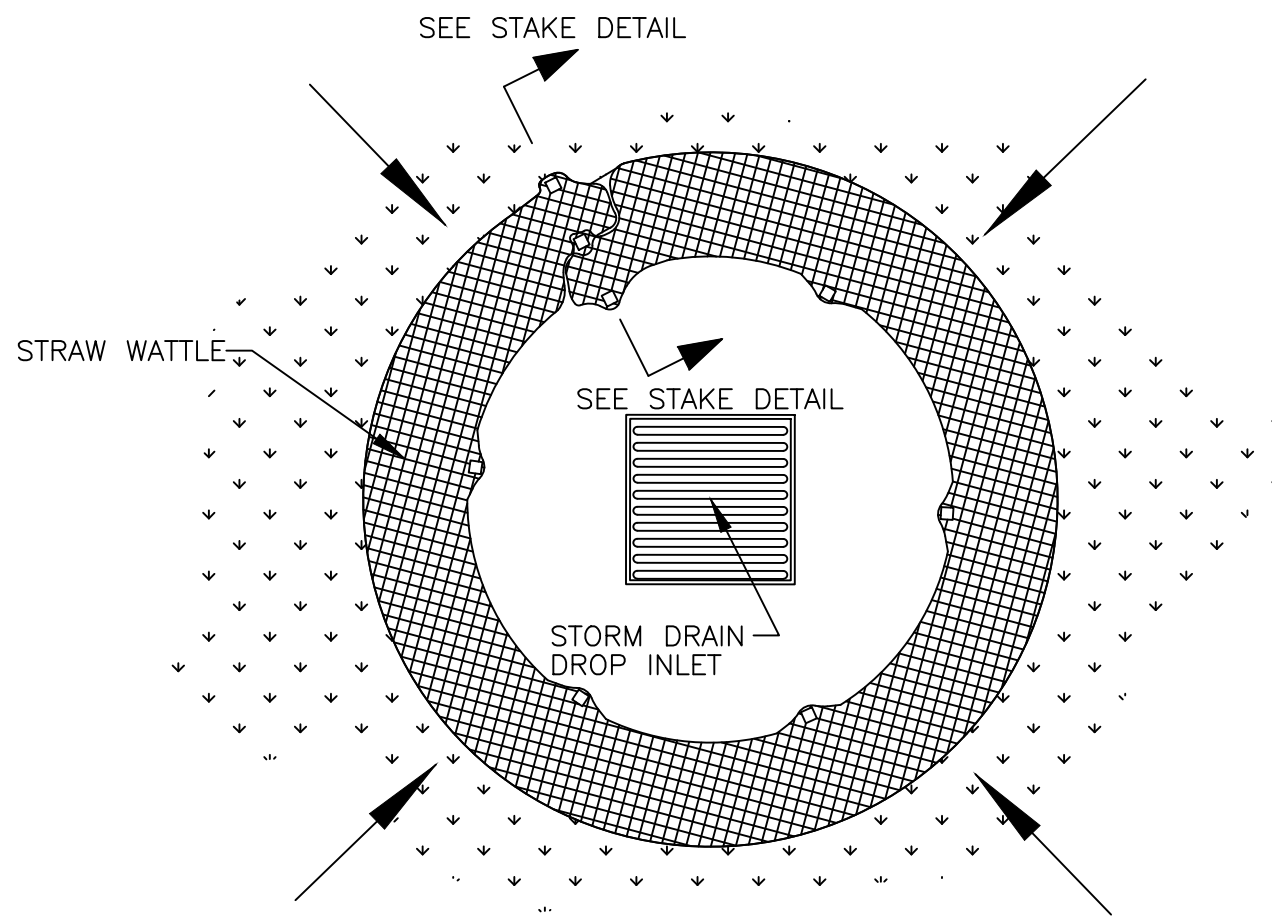
SCALE: NONE



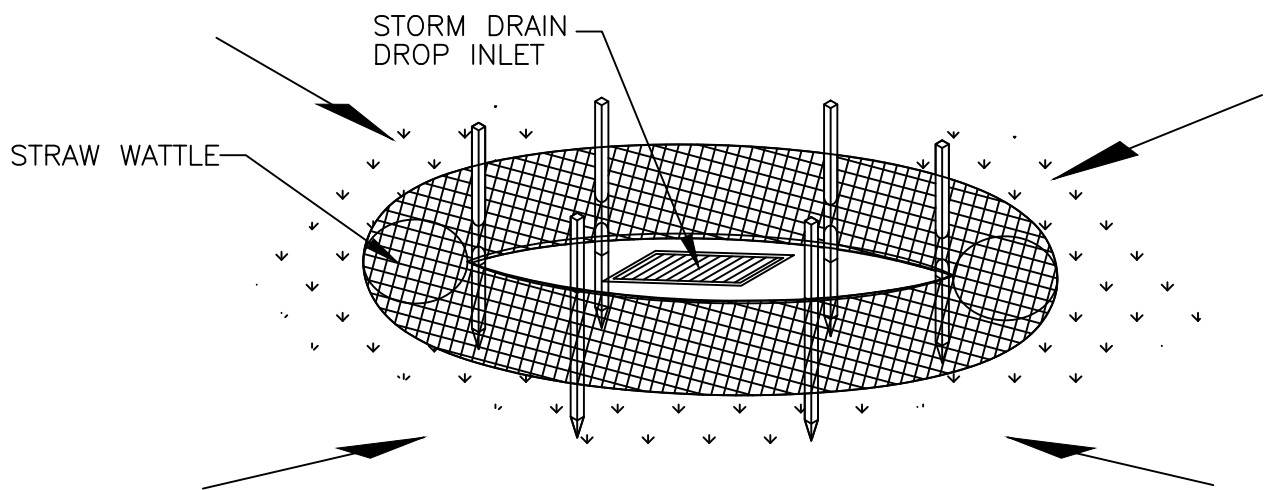
Cross Section 50' x 20' Construction Entrance



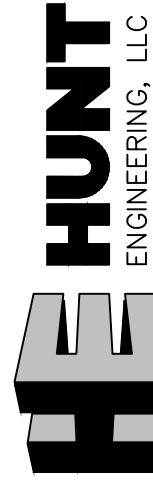
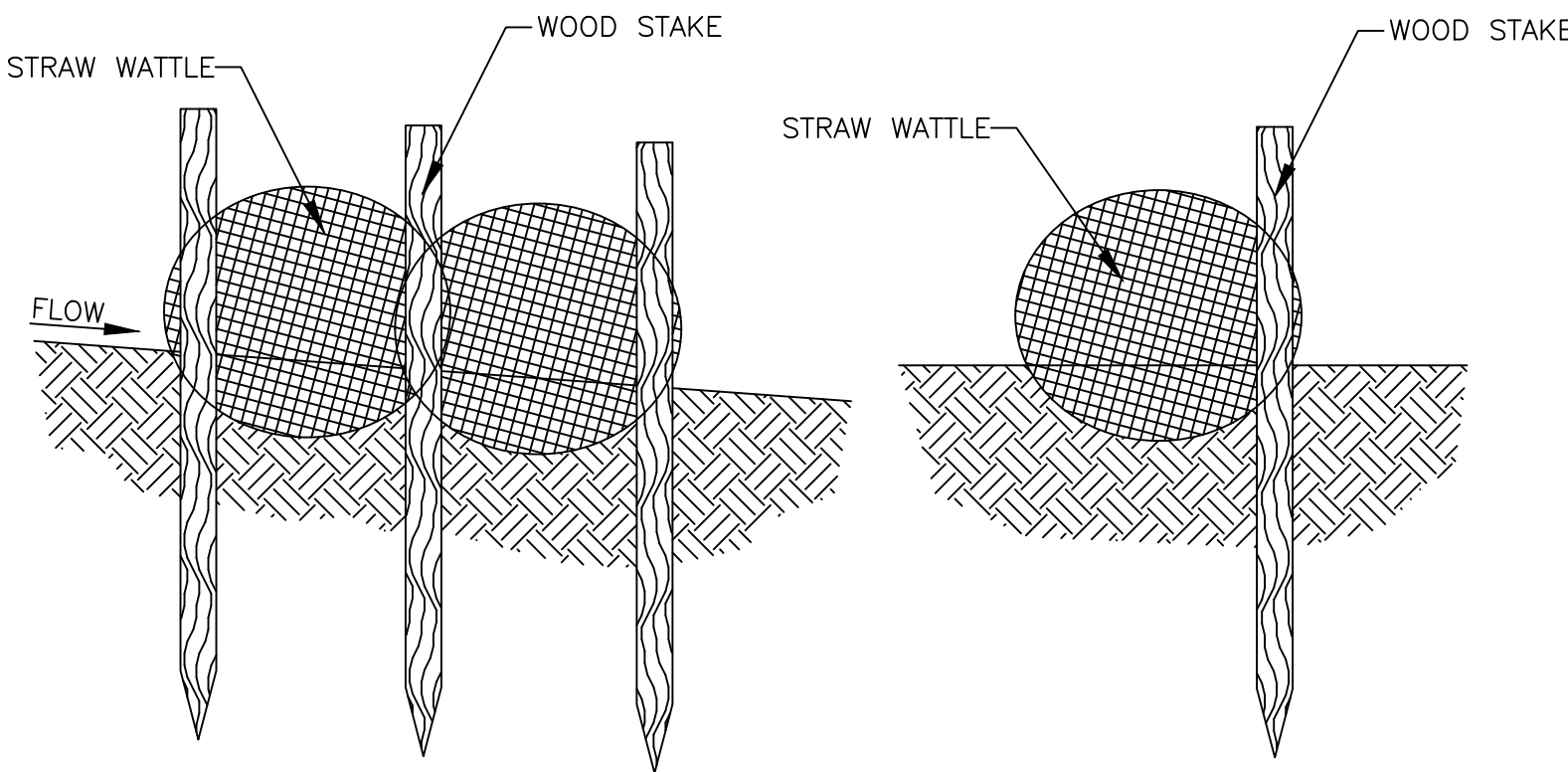
Inlet Box Protection



Plan View



Drop Inlet Protection

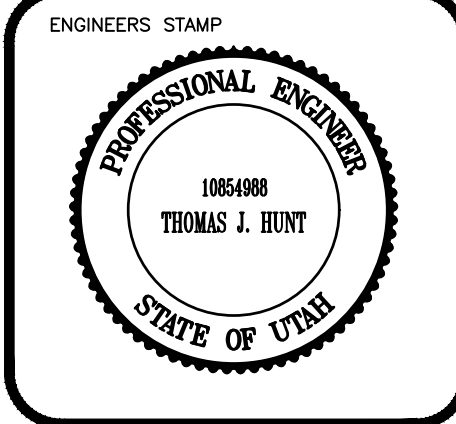


HUNT ENGINEERING, LLC
6619 Willow Creek Rd.
Mountain Green, UT 84050
C. 801.684.4724
thomas.hunt@hunt-engineering.com

The Lane
700 West Porter Lane
Centerville, UT

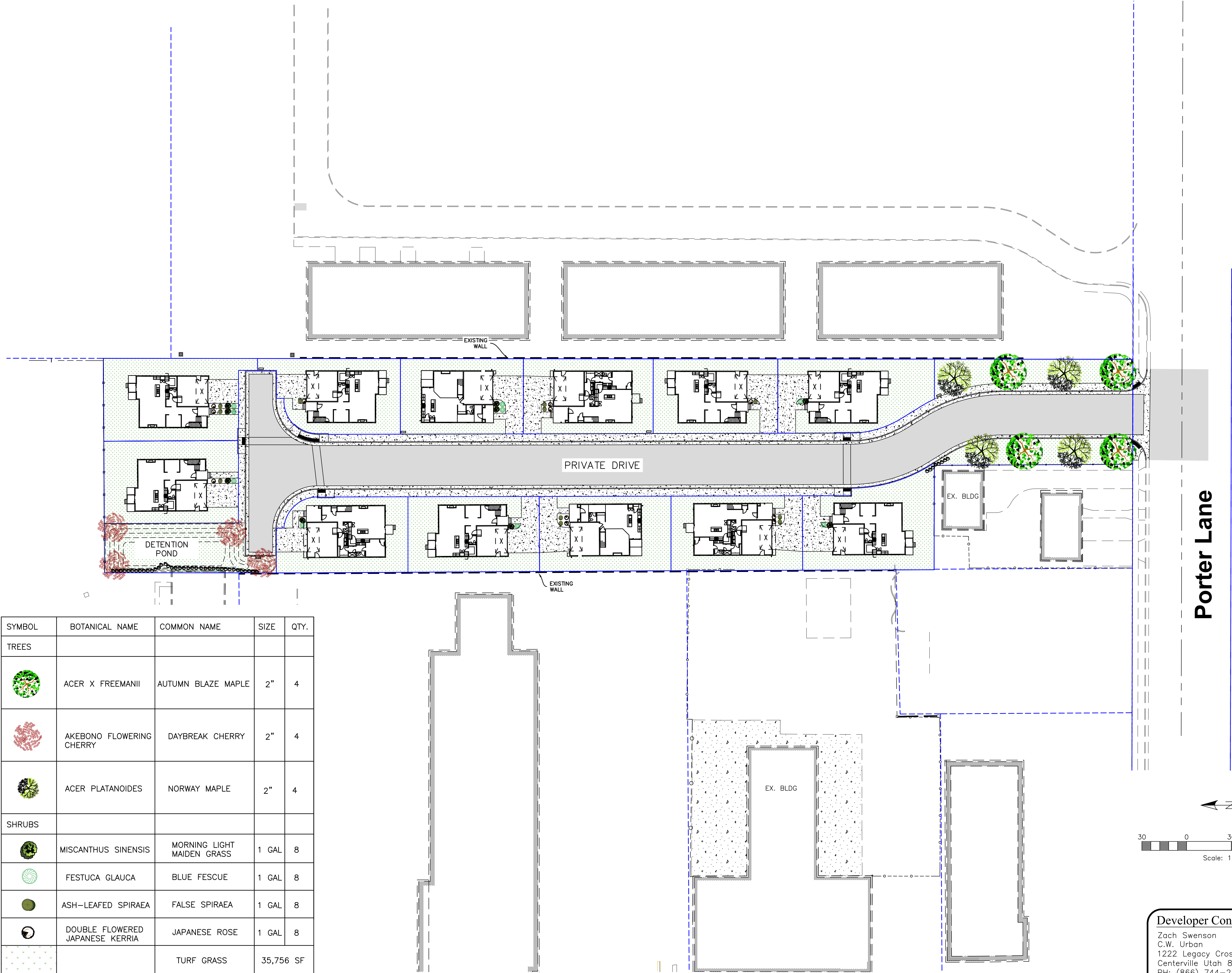
SWPPP Details

SDSD Comments	10/21
Revisions	Date



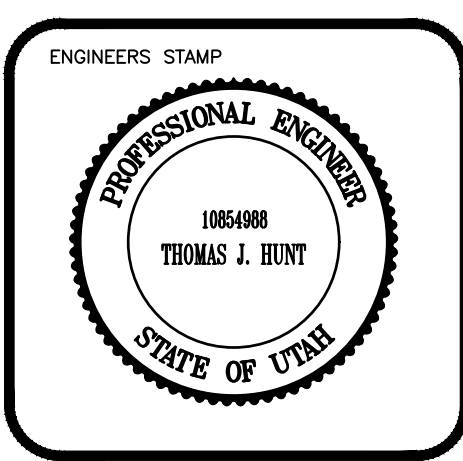
PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

SHEET	12
11	SHEETS



SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
TREES				
	ACER X FREEMANII	AUTUMN BLAZE MAPLE	2"	4
	AKEBONO FLOWERING CHERRY	DAYBREAK CHERRY	2"	4
	ACER PLATANOIDES	NORWAY MAPLE	2"	4
SHRUBS				
	MISCANTHUS SINENSIS	MORNING LIGHT MAIDEN GRASS	1 GAL	8
	FESTUCA GLAUCA	BLUE FESCUE	1 GAL	8
	ASH-LEAFED SPIRAEA	FALSE SPIRAEA	1 GAL	8
	DOUBLE FLOWERED JAPANESE KERRIA	JAPANESE ROSE	1 GAL	8
		TURF GRASS	35,756 SF	

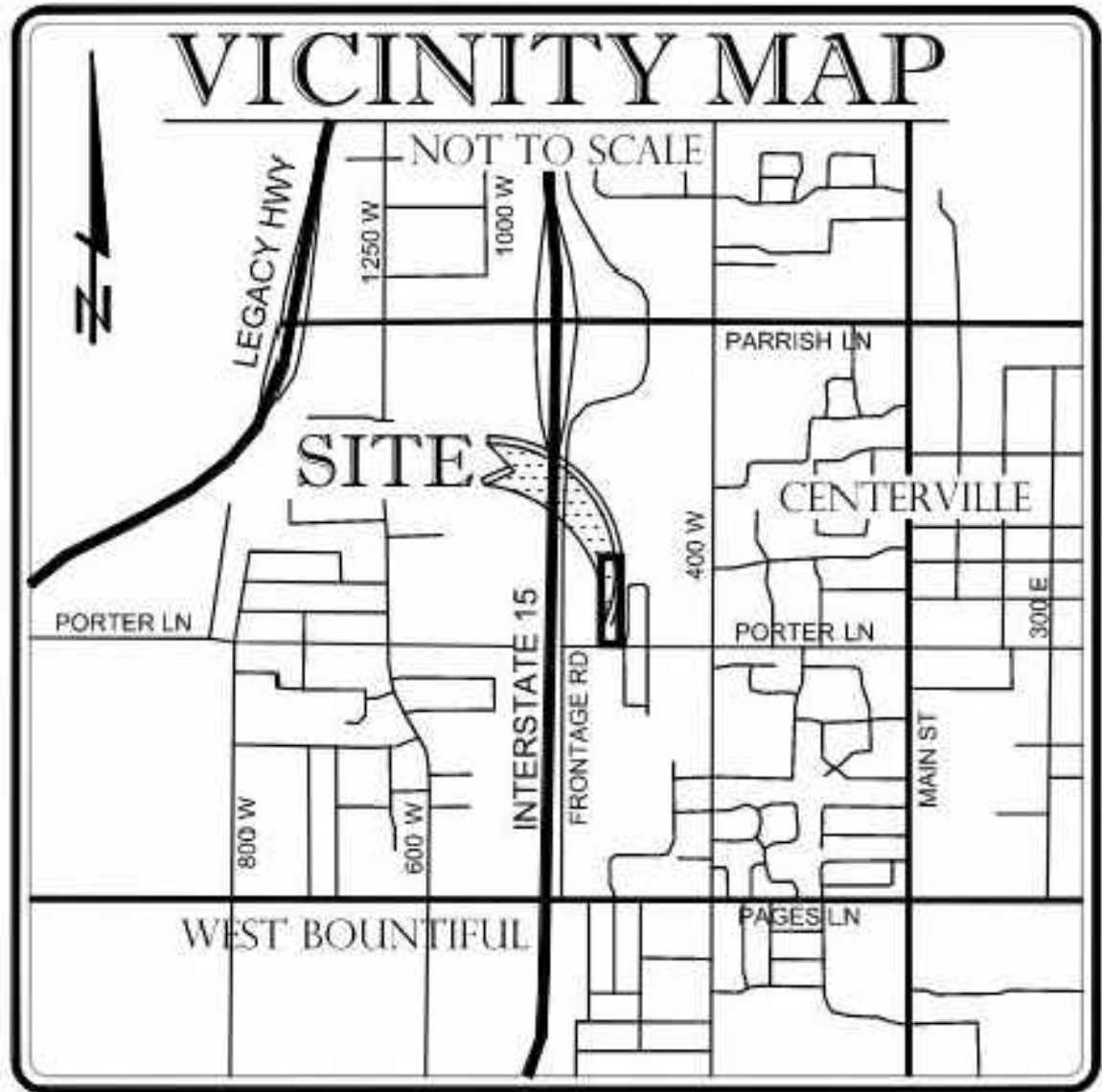
SDSD Comments	10/21
Revisions	Date



PROJECT INFO.	
Engineer:	T. HUNT
Drafter:	T. HUNT
Start Date:	6/10/2021
Name:	The Lane

Developer Contact:

Zach Swenson
C.W. Urban
1222 Legacy Crossing Blvd. #6
Centerville Utah 84014
PH: (866) 744-2489



THE LANE SUBDIVISION PLAT

LOCATED IN THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
AUGUST, 2021

FOUND DAVIS COUNTY SURVEYOR
BRASS CAP MONUMENT NORTH
QUARTER CORNER, SECTION 18,
TOWNSHIP 2 NORTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN

LEGEND	
PROPERTY LINE	_____
ROAD CENTERLINE	_____
TIE TO MONUMENT	_____
EASEMENT LINE	_____
SECTION CORNERS	_____
RECORD CALLS	()
COMMON AREA & PUBLIC UTILITY EASEMENT	_____

ADDRESSES	
LOT 1:	
LOT 2:	
LOT 3:	
LOT 4:	
LOT 5:	
LOT 6:	
LOT 7:	
LOT 8:	
LOT 9:	
LOT 10:	
LOT 11:	
LOT 12:	

Parcel Line Table		
Line #	Length	Direction
L1	11.50	N0° 08' 33.36"W
L2	0.50	S88° 50' 35.82"W
L3	5.01	S0° 19' 44.26"E
L4	28.40	S89° 56' 50.00"E
L5	0.50	S0° 51' 10.76"W
L6	8.86	N89° 56' 50.00"W
L7	8.14	N89° 59' 48.28"W
L8	0.51	N0° 00' 11.72"E
L9	12.75	N0° 02' 51.83"E
L10	12.75	N0° 03' 24.88"E
L11	18.69	S89° 57' 26.58"E
L12	4.99	N0° 16' 02.84"W
L13	0.50	N45° 29' 20.23"W
L14	7.18	N0° 08' 33.36"W
L15	0.50	N89° 51' 26.64"E
L16	0.50	N89° 51' 26.64"E

NOTE:
1. ALL COMMON AREA SHALL BE A PUBLIC UTILITY EASEMENT.
2. THE LOWEST FINISHED FLOOR ELEVATION SHALL BE 4252.00.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	1.65	27.50	3.43	S88° 13' 56"E	1.65
C2	33.59	22.50	85.53	S42° 54' 20"E	30.55
C3	17.15	22.00	44.65	N22° 11' 03"E	16.72
C4	35.36	64.50	31.41	N15° 50' 47"W	34.92
C5	10.98	106.50	5.91	N28° 35' 46"W	10.98
C6	55.14	101.50	31.13	S15° 59' 15"E	54.46
C7	17.91	22.50	45.61	N67° 19' 01"E	17.44

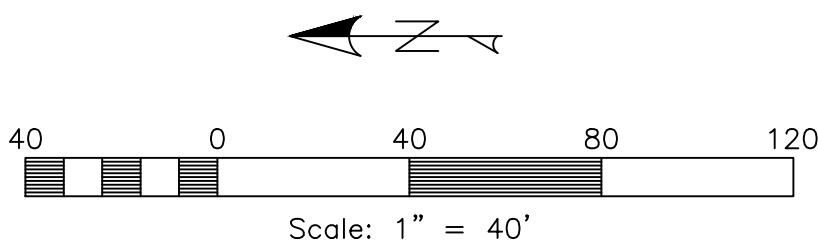
BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY WAS
ESTABLISHED USING FOUND MONUMENTS LOCATED AT THE
WITNESS CORNER TO THE NORTHWEST CORNER AND THE
NORTH QUARTER CORNER TO SECTION 18, TOWNSHIP 2
NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AS
SHOWN ON THIS SUBDIVISION PLAT.

THIS PROJECT IS LOCATED IN
THE FEMA FLOOD ZONE X.

BASEMENT DEPTH TABLE

LOT	MIN. TOP OF FLOOR SLAB ELEVATION	TOP OF FLOOR SLAB DEPTH BELOW TOP BACK OF CURB (FEET)
1	4252.00	3.5'
2	4252.00	3.0'
3	4252.00	2.75'
4	4252.00	2.75'
5	4252.00	3.0'
6	4252.35	2.75'
7	4252.35	3.0'
8	4252.00	3.25'
9	4252.00	2.75'
10	4252.00	2.75'
11	4252.00	3.0'
12	4252.00	3.5'



Dominion Energy

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY DOMINION ENERGY.

CHAIRMAN

Rocky Mountain Power

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY ROCKY MOUNTAIN POWER.

ROCKY MOUNTAIN POWER

City Engineer's Approval

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY CENTERVILLE CITY ENGINEER.

CITY ENGINEER

City Attorney's Approval

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY CENTERVILLE CITY ATTORNEY.

CITY ATTORNEY

Planning Commission

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY THE CENTERVILLE CITY PLANNING AND ZONING COMMISSION.

CHAIRMAN

City Council Acceptance

APPROVED THIS _____ DAY OF _____ A.D., 20 ____
BY THE CENTERVILLE CITY COUNCIL.

CITY RECORDER

Surveyor's Certificate

I, MICHAEL L. WANGEMANN, DO HEREBY CERTIFY THAT I AM A
PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6431156,
AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER
CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF
THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HERON, AND
HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, TOGETHER
WITH EASEMENTS, HEREAFTER TO BE KNOWN AS: THE LANE SUBDIVISION
AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND MONUMENTED
ON THE GROUND AS SHOWN ON THIS PLAT.

DATE: _____ MICHAEL L. WANGEMANN
LICENSE NO. 6431156

Boundary Description

A TRACT OF LAND LOCATED IN THE NORTHWEST CORNER OF SECTION 18,
TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 18, SAID POINT
BEING NORTH 89°40'15" EAST ALONG SAID SECTION LINE 687.29 FEET FROM
THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1
EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH
00°03'10" EAST 125.40 FEET; THENCE NORTH 89°40'15" EAST 143.75 FEET
TO THE WEST LINE OF CENTERVILLE MARKETPLACE SUBDIVISION PHASE 2 AS
RECORDED WITH ENTRY NO. 1378702 IN BOOK 2235 AT PAGE 350 DAVIS
COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°03'10" WEST ALONG THE
WEST LINE 45.40 FEET TO THE NORTHWEST CORNER OF PORTER WALTON
TOWNHOMES P.U.D. AS RECORDED WITH ENTRY NO. 2916378 IN BOOK 6434
AT PAGE 783 DAVIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°03'05"
WEST ALONG THE WEST LINE OF SAID PORTER WALTON TOWNHOMES P.U.D.
645.19 FEET TO THE NORTH RIGHT-OF-WAY LINE OF PORTER LANE; THENCE
NORTH 89°52'05" WEST 70.00 FEET; THENCE NORTH 00°12'21" WEST 164.23
FEET; THENCE NORTH 00°19'45" WEST 266.81 FEET TO THE POINT OF
BEGINNING.

CONTAINS 88,895.79 SQ/FT OR 2.04 ACRES

Owners Dedication:

WE, THE UNDERSIGNED OWNERS OF THE HEREON DESCRIBED TRACT OF
LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND
COMMON SPACE AS SHOWN ON THIS PLAT, AND NAME SAID TRACT:

THE LANE SUBDIVISION

THIS SHALL WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST
ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS
WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION
OF STREETS.

THE LANE HOME OWNERS ASSOCIATION WILL MAINTAIN OWNERSHIP OF ALL
OPEN SPACES, INCLUDING THE DETENTION BASIN.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUT HANDS THIS
DAY OF _____ A.D. 20 ____.

NAME HERE _____

Corporate Acknowledgement:

STATE OF UTAH
COUNTY OF DAVIS

ON THIS _____ DAY OF _____, IN THE YEAR 20____, PERSONALLY
APPEARED BEFORE ME _____, WHOSE IDENTITY IS PERSONALLY
KNOWN TO ME (OR PROVEN ON THE BASES OF SATISFACTORY EVIDENCE)
AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE
_____ OF _____ AND THAT SAID
DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID *CORPORATION BY
AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS),
AND SAID _____ ACKNOWLEDGED TO ME THAT SAID
*CORPORATION EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL.

(NOTARY SIGNATURE)

NOTES:
1) COMMON SPACE AREA IS OWNED AND MAINTAINED BY THE LANE'S HOME
OWNERS ASSOCIATION (HOA). THE HOA CANNOT MODIFY THE DETENTION
BASIN WITHOUT WRITTEN PERMISSION FROM CENTERVILLE CITY, UT.
2) THE HOA IS RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPING
WITHIN THE COMMON SPACE AREA.
3) THE COMMON SPACE AREA IS PERPETUALLY COMMON AND THERE SHALL
BE NO FUTURE DEVELOPMENTS IN THIS AREA.
4) SNOW REMOVAL ON PARCEL A WILL BE THE RESPONSIBILITY OF THE
HOA.
5) THE COMMON SPACE AREA IS PERMANENTLY RESTRICTED FROM FUTURE
DEVELOPMENT AND SHOWN ON THE SUBDIVISION PLAT AS PERPETUALLY
COMMON.

Davis County Recorder

ENTRY NO. _____ FEE PAID _____
FILED FOR RECORDER AND RECORDED THIS _____ DAY OF _____,
20____. AT _____ IN BOOK _____ PAGE _____

DAVIS COUNTY RECORDER

BY: _____
DEPUTY RECORDER

APPENDIX B – SOPs

Pavement Sweeping

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Purpose:

- a) One of the primary contaminants in any storm water system is organic material.
- b) Any sediment, leaves, debris, spilt fluids or other waste that collects on our parking areas and sidewalks will fill in our landscaping swales, oil/sediment/trash traps and our above ground detention system increasing our maintenance cost.

2. Regular Procedure:

- a) Remain aware of minor sediment/debris and hand sweep or remove material by other means as needed.
- b) Significant deposits will likely collect in autumn with leaf fall and early spring after winter thaw. Usually sweeping machinery is the best tool for this application.
- c) Regularly manage outside activities that spread fugitive debris on our pavements. This involves outside functions including but not limited to: Yard sales, yard storage, fund raisers, etc.
- d) Do not allow car wash fund raiser or other related activities. Detergents will damage water resources and washed pollutants will fill our storm drain system and drain into the ground which we are responsible.

4. Disposal Procedure:

- a) Dispose of hand collected material in dumpster
- b) Use licensed facilities

5. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

Landscape Maintenance

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Purpose:

- a) One of the primary contaminates in any storm water system is organic material.
- b) Grass clippings, sticks, branches, dirt, mulch, fertilizers, pesticides and other pollutants will fill our landscaping swales, sediment/trash traps and underground infiltration system requiring future dredging and cleaning increasing our maintenance cost. Removing these debris after they have washed to our flood and water quality system will increase cost.

2. Maintenance Procedure:

- a) Maintain healthy vegetation root systems. Healthy root systems will improve performance of permeable low impact system landscape areas maintaining more desirable infiltration rates.
- b) Grooming
 - Lawn Mowing – Immediately following operation sweep or blow clippings onto vegetated ground.
 - Fertilizer Operation – Prevent overspray. Sweep or blow fertilizer onto vegetated ground immediately following operation.
 - Herbicide Operation – Prevent overspray. Sweep or blow herbicide onto vegetated ground immediately following operation.
- c) Remove or contain all erodible or loose material prior forecast wind and precipitation events, before any non-stormwater will pass through and over the project site and at end of work period. Light weight debris and landscape materials can require immediately attention when wind expected.
- d) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of landscaping backfill and spoil on pavements
 - Haul off spoil as generated or daily
 - Scheduling work when weather forecast are clear.

e) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom and it is usually sufficient when no more material can be swept onto the square nosed shovel.
- Power blowing tools

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and removal.

5. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.
- c) Landscape Service Contractors must have equal or better SOPs.

Waste Management

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Purpose:

- a) Trash can easily blow out of our dumpster and trash receptacles.
- b) Liquids can leak from our dumpster polluting waterways, subsurface soils, stain our pavement and cause smell.

2. Procedure:

- a) Remain aware of the lids and keep them closed.
- b) Remain aware of leaking and fix. Minimize allowing disposal of liquids in our receptacles and dumpster. Also liquids can leak from the waste haul trucks.
- c) Beware of dumpster capacity. Solve capacity issues. Leaving bags outside of dumpster is not acceptable.

3. Waste Disposal Restrictions for all waste:

- a) Generally most waste generated at this property, and waste from spill and clean up operations can be disposed in our dumpsters under the conditions listed in this SOP. Unless other disposal requirements are specifically identified by the product SDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed in collection devices will be disposed at the local landfill.
- c) Review the local landfill regulations for additional restrictions and understand what waste is prohibited at the local landfill.

Generally the waste prohibited at landfills are:

➤ Liquid:

- paint
- pesticides/fertilizers
- oil (all types)
- antifreeze
- batteries
- liquid chemicals
- etc.

4. Training:

- a) Annually and at hire
- b) Inform staff and service contractors when incorrect SOP implementation is observed.

Storm Drain Maintenance

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

The area for the Storm Drain Maintenance is at all inlet boxes, storm drain pipe network and detention basin that is part of 'The Lane' subdivision. This area also includes the storm drain pipe network that conveys the stormwater from 'The Lane' subdivision through 'Truck World' and in to the city storm drain system in the Frontage Road. These exhibits are found in Appendix A.

1. Purpose:

- a) Our storm drain system will collect anything we leave in the way of runoff which will fill our sediment/trash traps and above ground detention system increasing maintenance cost.
- b) Any liquids or dissolved pollutants can increase the risk for contaminating groundwater for which we are responsible.
- c) During very intense storm events pollutants in excess runoff can by-pass our system increasing risk of contaminating groundwater and surrounding storm drainage systems.

2. Inspections:

- a) Inspect oil/sediment/trash trap regularly. Remove any floating trash at each inspection interval with rake or other means. Remove sediments accumulations of 2" and more.
- b) Inspect oil/sediment/trash trap for floating material. Oil may be removed with the heavy sediment settling to the bottom unless oil amounts are excessive. This will require vacuum operated machinery.
- c) Inspect oil/sediment/trash trap for mosquito larvae. Contact the local Mosquito Abatement District when necessary.
- d) Inspect detention basin system for water. Water should not remain for more than 48 hours. Contact an engineer or equal industry with adequate knowledge when water is not draining.
- e) Inspect above ground detention system system for sediment accumulations. Remove sediment and debris accumulation when volume capacities drop below 90%.
- f) Inspect for sediment accumulations in detention infrastructure. Remove sediment and debris accumulation when volume capacities drop below 90%.

- g) Inspect low impact flood control swale and landscape area for adequate drainage and vegetation coverage. Poor drainage can be improved by maintaining healthy plant root systems.
- h) Inspect low impact flood control swale and landscape area infrastructure for sediment accumulation. Remove sediment and debris accumulation when volume capacities drop below 90%.

2. Disposal Procedure:

- a) Remove and dispose sediment and debris at licensed facilities. Also drying removed waste and disposal in your dumpster is permitted when dumpster disposal operations include licensed facilities.
- b) Disposal of hazardous waste
 - 1. Dispose of hazardous waste at regulated disposal facilities. Follow SDS Sheets. Also see Waste Management and Spill Control SOP

3. Training:

- a) Annually and at hire

Pavement Washing

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in these SOPs.

1. Purpose:

- a) Pavement washing involving detergents can potentially contaminate groundwater with phosphates and whatever we are washing which we are responsible.
- b) Pavement washing can fill our landscape areas, oil/sediment/trash traps and above ground detention system with sediment and debris increasing our maintenance cost.

2. Procedure:

- a) Prevent waste fluids and any detergents if used from entering storm drain system. The following methods are acceptable for this operation.
 - Dam the inlet using a boom material that seals itself to the pavement and pick up the wastewater with shop-vacuum or absorbent materials.
 - Collect wastewater with shop-vacuum simultaneous with the washing operation.
 - Collect wastewater with vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not be used to clean the initial spills. First apply the Spill Containment and cleanup SOP.

3. Disposal Procedure:

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the local Sewer District.
- b) Large volumes must be disposed at regulated facilities.

4. Pavement Cleaning Frequency:

- a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including but not limited to: prevention of slick or other hazardous conditions or restore acceptable appearance of pavements.

5. Training:

- a) Annually and at hire

Snow and Ice Removal Management

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Purpose:

- a) Salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact to our own vegetation and local water resources.
- b) We need to maintain healthy root systems to help maintain optimum infiltration rates.

2. De-Icing Procedure:

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use by varying salt amounts relative to hazard potential.
- c) Sweep excessive piles left by the spreader.
- d) Watch forecast and adjust salt amounts when warm ups are expected the same day.

3. Training:

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

General Construction Maintenance

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Purpose:

- a) Any sediment, debris, or construction waste will fill in our landscaping swales, sediment/trash traps and our above ground detention system increasing our maintenance cost.

2. Construction Procedure:

- a) Remove or contain all erodible or loose material prior forecast wind and precipitation events or before non-stormwater will pass through the project site. For light weight debris maintenance can require immediately attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple day staging of backfill and spoil
 - Haul off spoil as generated or daily
 - Schedule work during clear forecast
 - Structural; including but not limited to:
 - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - Gutter dams, e.g. wattles, sandbags, dirt dams
 - Boundary containment, e.g. wattles, silt fence
 - Dust control, e.g. water hose,
 - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspection often to insure the structural best management practices are in good operating condition and at least prior to the workday end. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
 - Use dry cleanup methods, e.g. square nose shove and broom.

- Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.
- e) Cleanup Standard:
 - When a broom and a square nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
- b) Never discharge waste material to storm drains

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) Push broom and square blade shovel should be a minimum.

5. Training:

- c) Annually and at hire.

Spill Control

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes of routine operations must be amended in this SOP.

1. Purpose:

- a) Spilt liquids and solids will reach our low impact flood control landscaping areas, oil/sediment/trash traps and above ground detention system potentially contaminate groundwater which we are responsible.
- b) It is vital we contain all spills on the surface. Spills reaching our underground flood control storage system can result in expensive spill mitigation, including potential tear out and replacement.

2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or use any material available; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills
 - 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that will affect areas with people or reach storm drain systems. Generally burst or tipped tanks. Call HAZMAT, DWQ, SLVHD, City.
Also report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies whether it is contained or not.
 - 2. Minor Emergency constitutes a spill that has reached a storm drain but is no longer flowing.
 - 3. Spills that are contained on the surface and do not meet the criteria for Critical and minor emergencies may be managed by the responsible implementation of this SOP.
 - 4. Contact Numbers:
HAZMAT - 911
DWQ – 801-231-1769, 801-536-4123, 801-536-4300
City – 801-254-0704

3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.
- b) Clean per SDS requirements but generally most spills can be cleaned up according to the following:

- Absorb liquid spills with spill kit absorbent material, sand or dirt until liquid is sufficiently converted to solid material.
- Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
- Cleanup with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods. See Pavement Washing SOP.
- Repeat process when residue material remains.

4. DISPOSAL:

- a) Follow SDS requirements but usually most spills can be disposed per the following b. & c.
- b) Generally most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- c) Generally Liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - Dry cleanup methods have been used to remove the bulk of the spill and disposed per the Waste Management SOP.
 - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

5. Documentation:

- a) Document all spills in Appendix C.

6. SDS sheets:

- a) SDS Manual is filed in break room.

7. Materials:

- a) Generally sand or dirt will work for most cleanup operations and for containment. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods that are required by the SDS Manuals for chemicals used by the company.

8. Training:

- a) Annually and at hire.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
	Replace text with the infrastructure / system that must be maintained; repeat

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly,
S=following appreciable storm event, U=Unique infrastructure specific (specify)

RECORD INSPECTIONS IN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

MAINTENANCE LOG

Date	Maintenance Performed/Spill Events. Perform Maintenance per SOPs	Observation Notes, including but not limited to; Inspection results, Observations, System Performance (effectiveness/inefficiencies), SOP Usefulness, Concerns, Necessary Changes...	Initials

Annual Summary of LTSWMP effectiveness, inefficiencies, problems, necessary changes etc.

*You may create your own form that provides this same information or request a word copy of this document.

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

*You may create your own form that provides this same information or request a word copy of this document.

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 5.

Title: Public Hearing - Zoning Text Amendment - Residential Development Standards - Chad Morris

Initiated By: Chad Morris

Staff Representative: Cory Snyder, Community Development Director

SUBJECT:

Consider Zoning Code Amendments to various residential development standards set forth in CZC 12.32 (Residential Zones) including proposal to increase Residential-Medium (R-M) permitted density to 8 units per acre, alter internal sidewalk rules, and reduce private lane minimum width to 26 feet

RECOMMENDATION:

The Planning Commission has recommended denial of the proposed Zoning Code Amendments. Given the recommendation for denial, Staff has not prepared an Ordinance for the proposed changes. If the City Council is inclined to approve these amendments to the Zoning Code, Staff recommends the City Council table action on the matter and direct Staff to prepare the appropriate Ordinance.

BACKGROUND:

ATTACHMENTS:

1. CC Transmittal, Planning Commission Recommendation
2. Applicant's Submittal
3. 12-08-2021 PC Staff Report - Zoning Text Amendments in the Residential Districts

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

CITY COUNCIL TRANSMITTAL REPORT

APPLICANT: **CHAD MORRIS**
 533 WEST VALLEY DRIVE
 CENTERVILLE CITY, UT 84014
 chadmorris33@gmail.com

APPLICATION: **ZONING ORDINANCE TEXT AMENDMENT**

APPLICANT REQUEST: **AMEND THE ZONING CODE FOR RESIDENTIAL ZONING DISTRICT:**

- **Increase R-M Permitted Density to 8 units per acre.**
- **Alter internal sidewalk rules to allow an exception**
- **Reduction in private lane width to 26 feet**

PC RECOMMENDATION: **DENIAL (7-0)**

BACKGROUND

The applicant, Mr. Chad Morris, is requesting various zoning text amendments to the development regulations Residential Zone District. It is the understanding of staff that the impetus of these amendments is mostly related to a development project that Mr. Morris has been pursuing with a specific property. This development project is known as Canyon Point, an infill development project located in the area of 400 North and 400 West. Due to the shape and constraints of the land involved, Mr. Morris believes that the proposed amendments improve the design and layout of the proposed development.

PLANNING COMMISSION RECOMMENDATION

On 12/8/2021 the Centerville Planning Commission voted to **RECOMMEND DENIAL** to the City Council regarding the various R-M Zone amendments, as presented by the Applicant, with the following findings.

- a. *The Planning Commission finds that the “decision to amend the...zoning ordinance is a matter of within the legislative discretion of the City Council,” as described in CZC 12.21.060.a.1.B.*
- b. *The Planning Commission finds that although the density request for 8 units per acre in the R-M District is consistent with polices of the general plan, the actual zoning implementation has been approached typically in a two-tiered manner.*

- c. *The Planning Commission finds that the use of the conditional tier for density as an implementation tool creates inconsistencies in its application.*
- d. *The Planning Commission finds that this two-tiered manner for the R-M District was altered in 2017 removing the conditional density of 8 units per acre and increased the permitted allowance to 6 units per acre.*
- e. *The Planning Commission finds that the overall allotment of residential development densities needs corrected whether in the General Plan and/or the Zoning Ordinance, as a whole before making an ultimate density determination for the R-M District.*
- f. *The Planning Commission finds that the current 27-feet of pavement requirement ensures that on-street parking can be accommodated along one side of the street, which also keeps the 20-foot emergency access viable.*
- g. *The Planning Commission finds that the existing provision allowing the City to alter the sidewalk design already exists in the ordinance and has been used in past in similar case being promoted in the proposed text amendments.”*

PLANNING COMMISSION VOTE (4-1)

COMMISSIONER	YES	NO	ABSENT	ABSTENTION
Daly (Chair)	X			
Kjar	X			
Larsen	X			
Shegrud	X			
Summerhays (Vice Chair)	X			
Wilcox	X			
Wright	X			

12.32.300 Table Of Development Standards In Residential Zones - R-M maximum density

Current code:

Gross density, maximum, permitted use: 6 units per acre

Requested amendment:

Gross density, maximum, permitted use: **6 8** units per acre

Reasons:

-To allow for the highest and best use of land and to encourage smart and attractive new construction that will help foster affordability to varying demographics in Centerville.

-To line up with the current Centerville City General Plan Part 12-490 Moderate Income Housing, section 6-F.2: "Consider establishing standards with the R-M and R-H Districts that require a variety of housing types that are to be used within such zones.

Additionally, limit unit densities within each building of the R-M zone to no more than 8 units, and within the R-H Zone to no more than 12 units."

-The current zoning standard at six units per acre is an average of 0.167 acres per unit. In the current economy, land being developed at the size of six units per acre simply encourages construction of higher end homes with slightly smaller yards. Increasing the maximum density to 8 units per acre will only reduce the per unit average to 0.125 acres, but helps increase affordability immensely. This amendment to the R-M code will also increase the likelihood of converting dilapidated properties into beautiful mountainside neighborhoods.

-Recently the state of Utah has passed legislation that highlights the desperate need for affordable housing AND moderate income housing, the H.B.82 Single-family Housing Modifications (the Internal ADU Bill) and S.B.164 Utah Housing Affordability Amendments. S.B.164 states that municipalities are required to come up with "a plan to provide a realistic opportunity to meet the need for additional moderate income housing within the next five years."

12.32.055 (d)(3) - private right-of-ways

Current code:

When a private right-of-way is utilized, the private right-of-way pavement (i.e. travel lanes) shall be at least 27-feet and the constructed cross-section with curb and gutter of the roadway shall be built to City Specifications.

Requested amendment:

When a private right-of-way is utilized, the **drivable surface of the** private right-of-way ~~pavement~~ (i.e. travel lanes) shall be at least **26-feet, as defined by Fire Code regulations, with at least 21 feet of pavement** and the constructed cross-section with

curb and gutter of the roadway shall be built to City Specifications. **Any curbing used as drivable surface must meet current Fire Code regulations.**

Reasons:

-South Davis Fire District code requires a minimum of 26' of drivable surface on private right-of-ways with parking on one side AND includes curbing as part of that width.

-One of the perks of a private right-of-way in a new development is the charm that it creates. Smaller access ways have created charming, warm environments throughout our city's history, especially recent history: right-of-ways off Bellano Way are 20' (behind Walmart); Florentine Subdivision roads are 26'; Centerville Commons are 24'; the Porter Walton right-of-way is 20'; Pheasant Brook is roughly 24'. Bigger is not necessarily better.

-Reducing the amount of pavement is beneficial to climate change: *"...surfaces like pavements can absorb solar radiation and warm up their surroundings by re-emitting that radiation as heat. This phenomenon poses a serious threat to cities. It increases air temperatures by up as much as 7 degrees Fahrenheit and contributes to health and environmental risks — risks that climate change will magnify."* - (MIT News, by Andrew Logan | MIT Concrete Sustainability Hub / Publication Date: August 22, 2021)

-The EPA and the State of Utah have passed laws that require Low Impact Development (LID's) into every development in Utah and throughout the Country. Quoting directly from the "Reducing Stormwater Costs through Low Impact Development (LID) Strategies and Practices" guidebook from the EPA: *"The following is a summary of the different categories of LID practices, including a brief description and examples of each type of practice. Conservation designs can be used to minimize the generation of runoff by preserving open space. Such designs can reduce the amount of impervious surface, which can cause increased runoff volumes. Open space can also be used to treat the increased runoff from the built environment through infiltration or evapotranspiration. For example, developers can use conservation designs to preserve important features on the site such as wetland and riparian areas, forested tracts, and areas of porous soils. Development plans that outline the smallest site disturbance area can minimize the stripping of topsoil and compaction of subsoil that result from grading and equipment use. By preserving natural areas and not clearing and grading the entire site for housing lots, less total runoff is generated on the development parcel. Such simplistic, nonstructural methods can reduce the need to build large structural runoff controls like retention ponds and stormwater conveyance systems and thereby decrease the overall infrastructure costs of the project. **Reducing the total area of impervious surface by limiting road widths, parking area, and sidewalks can also reduce the volume of runoff that must be treated. Residential developments that incorporate conservation design principles also can benefit residents and their quality of life due to increased access and proximity to communal open space, a greater sense of community, and expanded recreational opportunities.** Examples of Conservation*

Design • Cluster development • Open space preservation • Reduced pavement widths (streets, sidewalks) • Shared driveways • Reduced setbacks (shorter driveways) • Site fingerprinting during construction.”

https://www.epa.gov/sites/default/files/2015-10/documents/2008_01_02_nps_lid_co sts07uments_reducingstormwatercosts-2.pdf

-Reduce the amount of through traffic attempting to avoid main intersections. Smaller roadways have a more private feel, and thus cause slower speeds and less traffic. Private right-of-ways that have 27' of pavement feel like a main city thoroughfare and invite through traffic.

12.32.055 (d)(5) - sidewalks

Current code:

A sidewalk system shall be provided on both sides of any private right-of-way. An exception may be provided to this requirement if an alternate integrated development pathway system connecting to the public right-of-way and serving the dwellings is provided to satisfy the requirement for sidewalks, as part of a site plan approved by the City.

Requested amendment:

A sidewalk system shall be provided on both sides of any private right-of-way. ~~An~~ **Exceptions** may be provided to this requirement if: **(i) dwellings are located primarily along one side of the private right-of-way, or (ii)** an alternate integrated development pathway system connecting to the public right-of-way and serving the dwellings is provided to satisfy the requirement for sidewalks, as part of a site plan approved by the City.

Reasons:

-Sidewalks are impervious, which means additional water runoff. See EPA guidebook quote from 12.32.055(d)(3) reasons.

-The main purpose of a sidewalk is to provide a pedestrian lane separate from motor vehicles and on-road bicycles. In higher traffic areas, sidewalks reduce the number of accidents. The vast majority of traffic on a private right-of-way is from residents within the development and car speed is minimal.

-The number of residents using a sidewalk on a private right-of-way where homes are not located is miniscule. A sidewalk with very little functionality is not worth the trade off when considering the extra water runoff and higher temperatures due to solar radiation being absorbed.

-Removing unnecessary sidewalk space brings with it the possibility of better utilized landscaping designs.

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

**STAFF REPORT
AGENDA: ITEM 1**

APPLICANT: CHAD MORRIS
533 WEST VALLEY DRIVE
CENTERVILLE CITY, UT 84014
(chadmorris33@gmail.com)

APPLICATION: ZONING ORDINANCE TEXT AMENDMENT

APPLICANT REQUEST: AMEND THE ZONING CODE FOR RESIDENTIAL ZONING DISTRICT:

- Increase R-M Permitted Density to 8 units per acre.
- Alter internal sidewalk rules to allow an exception
- Reduction in private lane width to 26 feet

RECOMMENDATION: CONSIDER DENIAL OF THE CHANGES IN A RECOMENDATION TO THE CITY COUNCIL

BACKGROUND

The applicant, Mr. Chad Morris, is requesting various zoning text amendments to the development regulations Residential Zone District. It is the understanding of staff that the impetus of these amendments is mostly related to a development project that Mr. Morris has been pursuing with a specific property. This development project is known as Canyon Point, an infill development project located in the area of 400 North and 400 West. Due to the shape and constraints of the land involved, Mr. Morris believes that the proposed amendments improve the design and layout of the proposed development.

SUMMARY OF THE ZONE TEXT AMENDMENTS *(see submitted petition for reasons that are detailed by the petitioner)*

Text Amendment 1: 12.32.300 Table Of Development Standards In Residential Zones - R-M maximum density:

Current code:

Gross density, maximum, permitted use: 6 units per acre

Requested amendment:

Gross density, maximum, permitted use: ~~6~~ 8 units per acre

Text Amendment 2: 12.32.055 (d)(3) - private rights-of-way:

Current code:

When a private right-of-way is utilized, the private right-of-way pavement (i.e. travel lanes) shall be at least 27-feet and the constructed cross-section with curb and gutter of the roadway shall be built to City Specifications.

Requested amendment:

When a private right-of-way is utilized, the **drivable surface of the** private right-of-way pavement (i.e. travel lanes) shall be at least **26-feet, as defined by Fire Code regulations, with at least 21 feet of pavement** and the constructed cross-section with curb and gutter of the roadway shall be built to City Specifications. **Any curbing used as drivable surface must meet current Fire Code regulations.**

Text Amendment 3: 12.32.055 (d)(5) – Sidewalks:

Current code:

A sidewalk system shall be provided on both sides of any private right-of-way. An exception may be provided to this requirement if an alternate integrated development pathway system connecting to the public right-of-way and serving the dwellings is provided to satisfy the requirement for sidewalks, as part of a site plan approved by the City.

Requested amendment:

A sidewalk system shall be provided on both sides of any private right-of-way. An **Exceptions** may be provided to this requirement if: **(i) dwellings are located primarily along one side of the private right-of-way, or (ii)** an alternate integrated development pathway system connecting to the public right-of-way and serving the dwellings is provided to satisfy the requirement for sidewalks, as part of a site plan approved by the City.

TEXT AMENDMENT REVIEW AND ANALYSIS (12.21.080.e)

Zone Map Amendments - Pursuant to the City's Zoning Ordinance, the "decision to amend the...zoning ordinance is a matter of within the legislative discretion of the City Council as described in CZC 12.21.060.a.1.B. Additionally, CZC 12.21.80.e. lists one (1) criterion for considering a text amendment petition. The following is a summary of staff's review of the matter:

1. **Is the proposed text or map amendment consistent with the goals, objectives, and policies of the City's General Plan?**

GP SECTION 12-420-2. RESIDENTIAL DEVELOPMENT POLICIES. The following policies are adopted specifically for the achievement of the citizens' desires for residential development in Centerville.

1. The density classifications for Centerville's residential areas shall be as follows:

<u>Dwelling Units/Acre</u>	<u>Class</u>
0-4	Low
5-8	Medium
9-12	High

2. Residential development in Centerville is primarily low density single-family. This character of development should continue as far as is feasible and practical. Medium or high-density residential development that is allowed in appropriate locations within the City should provide usable open spaces, landscaping, and other associated amenities which will assure consistency with the residential quality desired in Centerville. The use of planned unit developments to achieve the foregoing objectives is desirable and preferred....

GP SECTION 12-420-3. HOUSING. The following policies are adopted in order to establish Centerville's commitment to the availability of housing for all of its residence.

Housing Policies:

1. The City shall not allow racial, ethnic, religious, or economic discrimination in the provision and procurement of decent housing in this City.
2. The City shall assure an adequate supply of housing for future population through identification of optimum locations for housing development and provision of City services as required.

GP SECTION 12-490. MODERATE INCOME HOUSING ELEMENT

Objective 5.A. Rezone for densities necessary to assure the production of moderate-income housing.

Objective 6-C. Make an effort to balance the number and size of zoning districts with the demand for various housing types.

Objective 6-C.1 Evaluate the various Neighborhood Plans and determine if there are opportunities for allowing infill development, or areas that could be rezoned for additional density, or to encourage the use of the Planned Development Overlay Zone (reflects strategy 6.A).

Objective 6-C.2 Consider establishing standards with the R-M and R-H Districts that require a variety of housing types that are to be used within such zones. Additionally, limit unit densities within each building of the R-M zone to no more than 8 units, and within the R-H Zone to no more than 12 units.

Objective 6-C.4 Consider establishing additional architectural design standards for the RM and R-H Districts. Ensure that the appearance and layout of buildings within these zones are visually compatible with surrounding residential neighborhoods.

PLANNING STAFF ANALYSIS SUMMARY

Text Amendment 1 – Density – The request for 8 units per acre for the R-M District is consistent with the policies of the General Plan. However until recently, the Zoning Code has traditionally managed the desired multi-family densities in a two-step manner; Permitted vs. Conditional. These general plan densities have been commonly applied as follows:

- ✓ Low Densities:
A-L = ½ lots or 2 units per acre *Permitted*
R-L = 4 units per acre *Permitted*
- ✓ Residential Medium Densities (pre-2017):
R-M = 4 units per acre *Permitted*
R-M = 8 units per acre *Conditional*
- ✓ Residential Medium Densities (post-2017):
R-M = 6 units per acre *Permitted*
- ✓ Residential High Densities:
R-H = 8 units per acre *Permitted*
R-H = 12 units per acre *Conditional*

Staff Comments: Staff is of the belief that conditional use densities are very difficult to manage. When density is a conditional decision, what then triggers the definable impact mitigation justification to limit developments to 5 units, 6 units, 7 units, or 8 units per acre. In staff's experience, nothing particularly significant has been identified to date.

Consequently, staff believes that the entire system implementation of densities should be wholly "permitted," and allow the development design standards and specifications be implementation strategy that ultimately determines if the allotted permitted density is feasible. Staff believes this has been the case in all multi-family development proposals in the past decade or more.

In the interim, it's difficult to clearly identify or resolve a legislative policy preference as to whether the R-M District should ultimately be permitted at 5, 6, 7 or 8 units, or the R-H District should be permitted 8, 9, 10, 11 or 12 units. Nonetheless, staff acknowledges that considering this amendment may be the seed to move towards a permitted density allotment system that would remain consistent with the General Plan.

Text Amendment 2 – Private Road Width – The request is to reduce the width from 27-feet of pavement to 21-feet of pavement with 6 feet of curb/gutter (each side). The original 27-feet was established in 2017 in response to the Porter-Walton Lane development from the general public and the elected officials. Many citizens disliked the narrow roadways that were congested with on-street parking restrictions lack of enforcement and the need to maintain emergency vehicle response access. Additionally, the City also established that the private street be built to city specifications in order to construct a longer lasting road and reduce maintenance for owners in the development. Furthermore, the city has had to deal with requests from such residents, with private roads wanting to turn the road over to the City. IF the City in the future were to be socially pressured to take over such roads, at least they would be consistent with the normal public roadways. The advantage of a private road is to eliminate the need to dedicate 50-feet of R-O-W.

Staff Comments: Staff believes that the current 27-feet pavement requirement ensures that on-street parking can be accommodated, along one side of the street, which also keeps

the 20-foot emergency access viable. Staff is also not supportive of requiring additional design specifications to ensure that curb/gutter construction can support the heavier emergency vehicles used by the Fire District.

Text Amendment 3 – Alteration of Sidewalks – The request is to specifically eliminate any sidewalk on the street side with no dwelling units. Originally as part of the 2017 amendments, the City desired to provide homeowners with sidewalks on both sides of a private street. The original adopted regulations did allow a design alteration if an equitable alternative design could be developed.

Staff Comments: It is very uncommon, mostly due to land/project costs, that only one-side street loading of dwellings is executed. When this does happen the existing provision to alter the design was provided for in the ordinance. Such example is at the entrance area of The Lane Development located west of Porter-Walton Townhomes. In fact, Mr. Morris' own development project was already conceptually accepted with an alternate sidewalk design. Thus in staff's belief, the need to specify an exemption seems a bit unnecessary.

PLANNING STAFF RECOMENDATION

[Suggested Motion] – *I hereby make a motion for the Planning Commission to recommend DENIAL to the City Council regarding the various R-M Zone amendments, as presented by the Applicant.*

Suggested Reasons for the Action (Findings):

- a. *The Planning Commission finds that the “decision to amend the...zoning ordinance is a matter of within the legislative discretion of the City Council,” as described in CZC 12.21.060.a.1.B.*
- b. *The Planning Commission finds that although the density request for 8 units per acre in the R-M District is consistent with polices of the general plan, the actual zoning implementation has been approached typically in a two-tiered manner.*
- c. *The Planning Commission finds that the use of the conditional tier for density as an implementation tool creates inconsistencies in its application.*
- d. *The Planning Commission finds that this two-tiered manner for the R-M District was altered in 2017 removing the conditional density of 8 units per acre and increased the permitted allowance to 6 units per acre.*
- e. *The Planning Commission finds that the overall allotment of residential development densities needs corrected whether in the General Plan and/or the Zoning Ordinance, as a whole before making an ultimate density determination for the R-M District.*
- f. *The Planning Commission finds that the current 27-feet of pavement requirement ensures that on-street parking can be accommodated along one side of the street, which also keeps the 20-foot emergency access viable.*
- g. *The Planning Commission finds that the existing provision allowing the City to alter the sidewalk design already exists in the ordinance and has been used in past in similar case being promoted in the proposed text amendments.”*

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 6.

Title: Discussion - Development of New Cemetery - Ballot Proposition No. 1 (2021)

Initiated By: City Council

Staff Representative: Brant Hanson, City Manager

SUBJECT:

Discuss whether to develop a second City cemetery based on voter results from Ballot Proposition No. 1 in the 2021 municipal election approving the issuance of up to \$7,000,000 general obligation bonds for the development of a new cemetery and consider possible procedures and timeline for moving forward with cemetery development.

RECOMMENDATION:

BACKGROUND:

On August 3, 2021 City Council voted in favor of a special bond election to be held on November 2, 2021, for the purpose of submitting to the qualified electors of Centerville City, Utah a proposition regarding the issuance of not to exceed \$7,000,000 of General Obligations Bonds (Resolution No. 2021-31).

ATTACHMENTS:

1. Resolution Calling Bond Election
2. Centerville \$7M GO Tax Impact 15y
3. Centerville \$7M GO Tax Impact 20y
4. Centerville \$7M GO Tax Impact 25y
5. Summary of Bond Election Process
6. Local Government Bonding Act
7. Hillside Cemetery Investigation
8. Mayor Wilkinson Additional Cemetery Spot Information
9. Niche Wall Proposal
10. Cemetery Profitability Analysis
11. Cemetery Fee Comparison
12. Zions Bank - Agreement for Municipal Advisory Services
13. 8-3-21 CC Minutes
14. 3-2-21 Work Session Minutes
15. 1-19-21 Work Session Minutes
16. Sample Ballot - Bond Proposition (2021)

Centerville, Utah

August 3, 2021

The City Council (the “Council”) of Centerville City, Utah (the “Issuer”) met in regular session (including by electronic means) on Tuesday, August 3, 2021, at its regular meeting place in Centerville, Utah, at 7:00 p.m. with the following members of the Council present:

Clark Wilkinson	Mayor
Tami Fillmore	Councilmember
Bill Ince	Councilmember
Stephanie Ivie	Councilmember
George McEwan	Councilmember
Robyn Mecham	Councilmember

Also present:

Brant Hanson	City Manager
Jacob Smith	Administrative Services Director
Jennifer Hansen	City Recorder
Lisa Romney	City Attorney

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance With Open Meeting Law with respect to this August 3, 2021 meeting, a copy of which is attached hereto as Exhibit A.

After due deliberation, the following Resolution was considered, fully discussed and, pursuant to motion made by George McEwan and seconded by Stephanie Ivie, was adopted by the following vote:

AYE:	Robyn Mecham	Councilmember
	George McEwan	Councilmember
	Bill Ince	Councilmember
	Stephanie Ivie	Councilmember
	Tami Fillmore	Councilmember
NAY:		

The resolution was then signed by the Mayor and recorded in the official records of the City Council of Centerville City, Utah. The resolution is as follows:

RESOLUTION NO. 2021-31

A RESOLUTION PROVIDING FOR A SPECIAL BOND ELECTION TO BE HELD ON NOVEMBER 2, 2021, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF CENTERVILLE CITY, UTAH (THE "CITY"), A PROPOSITION REGARDING THE ISSUANCE OF NOT TO EXCEED \$7,000,000 GENERAL OBLIGATION BONDS TO FINANCE ALL OR A PORTION OF THE COSTS OF A CITY CEMETERY, PURCHASE OF LAND, RENOVATIONS AND RELATED IMPROVEMENTS; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING; APPROVING THE FORM OF AND DIRECTING THE PUBLICATION OF A NOTICE OF ELECTION AND THE BALLOT PROPOSITION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Centerville City, Utah (the "City") desires to finance all or a portion of the costs of a City Cemetery, purchase of land, renovations and related improvements (the "Project"); and

WHEREAS, the City does not have on hand money to pay for all of the costs of the Project and the Council has determined to finance the cost thereof through the issuance of up to \$7,000,000 of its General Obligation Bonds (the "Bonds"); and

WHEREAS, the Council desires to submit a proposition concerning the issuance of the Bonds to the vote of the qualified electors of the City pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and applicable provisions of the Utah Election Code, Title 20A, Utah Code Annotated 1953, as amended (collectively, the "Act");

NOW, THEREFORE, It Is Hereby Resolved by the Council as follows:

Section 1. Definition of Terms. The terms defined or described in the recitals hereto shall have the same meaning when used in the body of this Resolution.

Section 2. Election Call. On November 2, 2021, there shall be held in the City a special bond election (the "Bond Election"), between the hours of 7:00 a.m. and 8:00 p.m., at which there shall be submitted to the qualified electors of the City the proposition appearing in the ballot proposition portion of the Notice of Election as substantially set out in Section 6 hereof (as may be appropriately and legally updated, modified, corrected or completed).

Section 3. Voting Places and Election Judges. For purposes of the Bond Election, the voting methods, the voting precincts, the voting places, the election judges, alternate judges and poll workers to serve at said voting places shall be the same as those established for the general election held that day.

Section 4. Authorization and Reimbursement of Expenses. The Bond Election shall be conducted and the registration therefore shall be governed in

conformity with the laws of the State of Utah, including particularly the Act, and the officials of the City and Davis County, Utah (the "County") as applicable, shall and are hereby authorized and directed to perform and do all things necessary to the proper calling and conduct of the Bond Election and the canvass of the results thereof.

In the event the proposition for the Bonds is approved at the Election, the City reasonably expects to reimburse itself from proceeds of debt to be incurred by the City, capital expenditures advanced for the acquisition and construction of the improvements herein described in a principal amount of not more than \$7,000,000.

Section 5. Public Hearing. The Council shall hold a public hearing on October 5, 2021, to receive input from the public with respect to (a) the issuance of the Bonds and (b) the potential economic impact that the improvements, facilities, or properties to be financed in whole or in part with proceeds of the Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first posted and shall not be sooner than thirty (30) days or later than five (5) business days before the first posting of the Notice of Election as described in this Resolution, such notice to be posted on the Utah Public Meeting Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended. The "Notice of Public Hearing" shall be in substantially the following form

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, that on August 3, 2021, the City Council (the "Council") of Centerville City, Utah (the "City"), adopted a resolution (the "Resolution") in which it authorized the calling of an election (the "Election") concerning a proposition for the issuance of the City's General Obligation Bonds (the "Bonds") and called a public hearing to receive input from the public with respect to (a) the issuance of the Bonds, and (b) any potential economic impact that the improvements, facilities or properties financed in whole or in part with the proceeds of the Bonds (see below) may have on the private sector.

TIME, PLACE, AND LOCATION OF PUBLIC HEARING

The Council shall hold a public hearing on Tuesday, October 5, 2021, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, in the City offices, located at 250 North Main, Centerville, Utah. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS, MAXIMUM AMOUNT AND SECURITY

The Bonds are to be issued in the aggregate principal amount of not to exceed \$7,000,000 for the purpose of financing all or a portion of the costs of a City Cemetery, purchase of land, renovations and related improvements and paying costs of issuance of the Bonds. The Bonds shall be secured by ad valorem property taxes of the City to the extent authorized by law.

The Bonds may be issued in one or more series and be sold from time to time, all as the Council may determine.

DATED this August 3, 2021.

/s/ Jennifer Hansen
City Recorder

(To be posted no less than 14 days before the public hearing.)

Section 6. Notice of Election. In accordance with Section 11-14-202 of the Act, a Notice of the Bond Election shall be (i) posted in a place within the boundaries of the Issuer that are most likely to give notice to the voters in the Issuer (the "Locations"), with at least one additional notice posted per 2,000 population of the Issuer, at least 21 days before the Bond Election, (ii) posted on the Utah Public Meeting Notice website (<http://pmn.utah.gov>) for three weeks before the Bond Election and (iii) posted on the City's website for at least three weeks before the Bond Election. The Council hereby finds that the following locations meet this criteria:

Centerville City Hall
Centerville Public Works Building
South Davis Metro Fire Station
RB's Gas Station
Centre Point Theatre
Ace Hardware
Colonial Building Supply
Dick's Marketplace
Community Park
Island View Park

In addition, the Election Officer (defined herein) is to (i) publish the sample ballot immediately before the election as required in Section 20A-5-405 of the Act and (ii) publish notice of and perform the election voting device and tabulation equipment test procedures as required by Section 20A-4-104 of the Act.

The election Notice shall be given in substantially the following form (with such completion, amendments, updates, changes, additions or alterations as may be required to conform such notices to the Act (including amendments thereto prior to such posting) and actual election information or calendar items (to be confirmed prior to the first publication of such notice)):

ELECTION NOTICE

To all qualified electors of Centerville City, Utah:

Take notice that on November 2, 2021 between the hours of 7:00 a.m. and 8:00 p.m., a special bond election (the “Bond Election”) will be held in Centerville City, Utah (the “City”) in conjunction with the general election to be held that day.

Information regarding polling places for each voting precinct, each early voting polling place, and each election day voting center, including changes to the location of a polling place and the location of an additional polling place, may be found at the Statewide Electronic Voter Information Website at vote.utah.gov or at the Davis County Clerk/Auditor’s Website at <https://www.daviscountyutah.gov/clerk-auditor> or at the City Recorder’s Website at centervilleutah.gov.

To obtain information regarding the location of a polling place voters may also call (801) 451-3213.

The Election will be held for the purpose of submitting the following ballot proposition:

OFFICIAL BALLOT PROPOSITION FOR THE
CENTERVILLE CITY, UTAH
SPECIAL BOND ELECTION

NOVEMBER 2, 2021

/s/ Jennifer Hansen
City Recorder

PROPOSITION

Shall the City Council (the “Council”) of Centerville City, Utah (the “City”), be authorized to issue General Obligation Bonds (the “Bonds”) in a principal amount not to exceed Seven Million Dollars (\$7,000,000) for the purpose of paying all or a portion of the costs of a City Cemetery, purchase of land, renovations and related improvements; said Bonds to be due and payable in not to exceed twenty-six (26) years from the date of issuance of the Bonds?

Property Tax Cost of Bonds: If the Bonds are issued as planned, an annual property tax sufficient to pay debt service on the Bonds will be required over a period of twenty-six (26) years in the estimated amount of \$56.46 per year on a \$400,000 primary residence and in the estimated amount of \$102.65 per year on a business or secondary residence having the same value.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the City may be required to levy to pay debt service on the Bonds. The City is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in the City.

FOR THE ISSUANCE OF BONDS (YES)

☐

AGAINST THE ISSUANCE OF BONDS (NO)

☐

Pursuant to applicable provisions of Utah State law, the period allowed for any contest of the Bond Election shall end forty (40) days after November 16, 2021 (the date on which the returns of the Bond Election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint meeting the requirements of applicable law is filed with the Clerk of the District Court of Davis County within the prescribed forty (40) day period.

GIVEN by order of the City Council of Centerville City, Utah.

By: /s/ Clark Wilkinson
Mayor

ATTEST:

By: /s/ Jennifer Hansen
City Recorder

Section 7. Mailing of Voter Information Pamphlet. The Council hereby directs the City Recorder of the City (the "City Recorder") to mail at least fifteen (15) but not more than forty-five (45) days before the scheduled Bond Election, a voter information pamphlet or a notice printed on a postage prepaid, preaddressed return form that a person may use to request delivery of a voter information pamphlet by mail, to each household with a registered voter who is eligible to vote on the Bonds. Said voter information pamphlet shall include, in the following order: (a) the date of the Bond Election, (b) the hours during which the polls will be open, (c) the address of the Statewide Electronic Voter Information Website and, if available, the address of the Davis County Clerk/Auditor's website, and the City Recorder's website, with a statement indicating that the election officer will post on the website the location of each polling place for each voting precinct, each early voting polling place, and each election day voting center, including any changes to the location of a polling place and the location of an additional polling place; (d) a phone number that a voter may call to obtain information regarding the location of a polling place; (e) the title and text of the ballot proposition, and (f) an explanation of the property tax impact, if any, of the issuance of the Bonds which may be based upon information available to the City Recorder, including (i) expected debt service on the Bonds to be issued, (ii) a description of the purpose, remaining principal balance, and maturity date on any outstanding general obligation bonds of the City, (iii) funds other than property taxes available to pay debt service on general obligation bonds, (iv) timing of expenditure of Bond proceeds, (v) property values and (vi) any additional information the Council determines may be useful to explain the property tax impact of issuance of the Bonds.

Section 8. Compliance with the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16, Utah Code Annotated 1953, as amended. The City shall comply with the requirements of the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16, Utah Code Annotated 1953, as amended and shall post the arguments and rebuttal arguments as required by such act on the Statewide Electronic Voter Information Website as described in Section 20A-7-801, Utah Code Annotated 1953, as amended, for thirty (30) consecutive days before the Bond Election. The City shall further post all arguments and rebuttal arguments in a prominent place on the City's website for thirty (30) consecutive days before the Bond Election. If the City has a newsletter published between finalization of the arguments and rebuttal arguments and the date of the Bond Election, it shall further post arguments and rebuttal arguments in such newsletter. When posting the argument and rebuttal argument, the City Recorder shall ensure that: (a) a rebuttal argument is posted in the same manner as a direct argument; (b) each rebuttal argument follows immediately after the direct argument that it seeks to rebut; and (c) information regarding the public meeting (described in the next sentence), follows immediately after the posted arguments, including the date, time, and place of the public meeting. The City shall conduct a public meeting on October 5, 2021, a date which is no more than forty-five (45), but at least four (4), days before the Bond Election, beginning at the hour of 7:00 p.m. at 250 North Main, Centerville, Utah. The purpose of the meeting is to hear arguments for and against the issuance of the Bonds. Information regarding this public meeting shall follow immediately after the posted arguments set forth on the Statewide Electronic Voter Information Website and the City's website described herein. Within three days following the public meeting,

the City will post a digital audio recording of the meeting on its website and at the primary office of the City.

Section 9. Election Supplies and Ballots. The ballots to be used at the Bond Election shall comply in all respects with the requirements of the Act at the time of the Bond Election, including, but not limited to, Title 20A, Chapter 6 and Section 11-14-206 of the Act, and the proposition and election instructions with respect to the Bond Election shall be in substantially the form contained in the Election Notice set forth in Section 6 hereof.

Section 10. Appointment of Election Officer. Pursuant to Sections 20A-1-102 and 20A-5-400.5 of the Act, the City Recorder of Centerville City and the County Clerk/Auditor of Davis County will act as election officers (the "Election Officers"). Other officials of the City are hereby directed and authorized to coordinate with the Election Officers as required for the Bond Election. The Election Officers shall be authorized and directed to give appropriate notices as required by the Act.

Section 11. Canvass. The ballots shall be counted and the results delivered to the City in accordance with the procedures of Title 20A, Chapter 4, Part 1 and Part 2, of the Act. The Council shall meet as a Board of Canvassers no sooner than seven (7) nor later than fourteen (14) days after the date of said election, currently set for November 16, 2021, at 7:00 p.m., at the regular meeting place of the Council in Centerville, Utah, and if the majority of the votes cast at the Bond Election are in favor of the propositions submitted, then the City Recorder shall cause an entry of that fact to be made upon its minutes. Thereupon the Council shall be authorized and directed to issue such Bonds.

Section 12. Severability. It is hereby declared that all parts of this resolution are severable, and if any section, clause, or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this resolution.

Section 13. Conflict. All resolutions, orders, and regulations or parts thereof heretofore adopted or passed which are in conflict herewith are, to the extent of such conflict, hereby repealed. This repealer shall not be construed so as to revive any resolution, order, regulation, or part thereof heretofore repealed.

Section 14. Captions. The headings herein are for convenience of reference only and in no way define, limit, or describe the scope or intent of any provisions or sections of this resolution.

Section 15. Recording of Resolution; Effective Date; Notice to Lieutenant Governor and Election Officers. Immediately after its adoption, this Resolution shall be signed by the Mayor and City Recorder, shall be recorded in a book for that purpose, and shall take immediate effect. The City Recorder shall immediately furnish a certified copy of this Resolution to the Lieutenant Governor and the Davis County Clerk/Auditor

in accordance with Section 11-14-201 of the Act by no later than August 19, 2021, a date at least 75 days before the Bond Election.

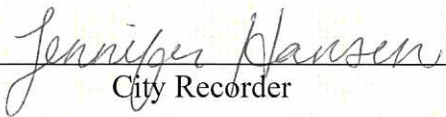
Section 16. Further Authority. The Council hereby authorizes the City Recorder to make changes to any notice or the ballot proposition described herein to complete the same, cure any ambiguity or defect therein or to make any other changes to such notice or ballot proposition as may be required or allowed by the laws of the State of Utah.

PASSED AND APPROVED this August 3, 2021.

(SEAL)

By: 
Mayor

ATTEST:

By: 
City Recorder

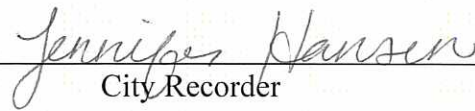


Pursuant to motion duly made and seconded, the meeting was adjourned.

(SEAL)

By: 
Mayor

ATTEST:

By: 
City Recorder



STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

I, Jennifer Hansen, hereby certify that

(a) I am the duly qualified and acting City Recorder of Centerville City, Utah (the "City");

(b) the above and foregoing constitutes a true and correct copy of a portion of the minutes of a regular meeting of the City Council of Centerville City, Utah, including a resolution adopted at said meeting held on August 3, 2021, as said minutes and resolution are officially of record in my possession;

(c) a certified copy of the within Resolution will be filed with the Lt. Governor and the Davis County Clerk/Auditor, as Election Officers, as described herein;

(d) the Resolution, with all exhibits attached, was deposited in my office on August 3, 2021;

(e) pursuant to the Resolution, a Notice of Public Hearing will be posted on the Utah Public Notice website (<http://pmn.utah.gov>) no less than 14 days prior to the Public Hearing; and

(f) pursuant to the Resolution, an Election Notice will be (i) posted in the Locations determined by the Council in the foregoing resolution, (ii) posted on the Utah Public Meeting Notice website (<http://pmn.utah.gov>) and (iii) posted on the City's website, with each such posting being at least three weeks before the Bond Election.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of Centerville City, Utah, this August 16, 2021.

(SEAL)



By: Jennifer Hansen
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Jennifer Hansen, the undersigned City Recorder of Centerville City, Utah (the "City"), do hereby certify that I gave written public notice of the agenda, date, time and place of the special meeting held by the City Council (the "Council") of the City on August 3, 2021, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to The Salt Lake Tribune and Standard Examiner at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2021 Annual Meeting Schedule for the City (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted on December 15, 2020 at the principal office of said City, (ii) provided to at least one newspaper of general circulation within the City on December 15, 2020, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of Centerville City this August 16, 2021.

(SEAL)



By: Jennifer Hansen
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

Centerville City, Utah

\$7 Million General Obligation Authorization + 2% Premium

(15 Year Amortization - Current Rates + 10 basis points)

Tax Impact Analysis Summary

	\$6,035,000		
	General Obligation Bonds		
	Series 2022		
Fiscal Year	Principal	Interest	Total P+I
2022	\$ -	\$ -	\$ -
2023	210,000	323,533	533,533
2024	305,000	232,150	537,150
2025	320,000	216,900	536,900
2026	335,000	200,900	535,900
2027	350,000	184,150	534,150
2028	370,000	166,650	536,650
2029	390,000	148,150	538,150
2030	405,000	128,650	533,650
2031	430,000	108,400	538,400
2032	450,000	86,900	536,900
2033	460,000	73,400	533,400
2034	475,000	59,600	534,600
2035	495,000	40,600	535,600
2036	515,000	20,800	535,800
2037	525,000	10,500	535,500
Total	<u>\$ 6,035,000</u>	<u>\$ 2,001,283</u>	<u>\$ 8,036,283</u>

Tax Impact Summary	
2021-22 Collected Taxable Valuation	\$ 1,405,412,442
Maximum Debt Service	\$ 538,400
Tax Rate Levy on Max Debt Service	0.000383
Annual Impact on \$400,000 FMV Home	\$ 84.28
Monthly Impact on \$400,000 FMV Home	\$ 7.02
Annual Impact on \$400,000 FMV Business	\$ 153.24
Monthly Impact on \$400,000 FMV Business	\$ 12.77



ZIONS PUBLIC FINANCE, INC.

Centerville City, Utah

\$6,035,000 General Obligation Bonds
Series February 15, 2022
(\$7 Million Authorization + Keeping 2% Premium: 15y Current Market Rates +10bp)

Table of Contents

Report

Debt Service Schedule	1
Pricing Summary	2
Sources & Uses	3

Centerville City, Utah

\$6,035,000 General Obligation Bonds

Series February 15, 2022

(\$7 Million Authorization + Keeping 2% Premium: 15y Current Market Rates +10bp)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2022	-	-	-	-	-
12/15/2022	-	-	202,208.33	202,208.33	-
06/15/2023	210,000.00	5.000%	121,325.00	331,325.00	533,533.33
12/15/2023	-	-	116,075.00	116,075.00	-
06/15/2024	305,000.00	5.000%	116,075.00	421,075.00	537,150.00
12/15/2024	-	-	108,450.00	108,450.00	-
06/15/2025	320,000.00	5.000%	108,450.00	428,450.00	536,900.00
12/15/2025	-	-	100,450.00	100,450.00	-
06/15/2026	335,000.00	5.000%	100,450.00	435,450.00	535,900.00
12/15/2026	-	-	92,075.00	92,075.00	-
06/15/2027	350,000.00	5.000%	92,075.00	442,075.00	534,150.00
12/15/2027	-	-	83,325.00	83,325.00	-
06/15/2028	370,000.00	5.000%	83,325.00	453,325.00	536,650.00
12/15/2028	-	-	74,075.00	74,075.00	-
06/15/2029	390,000.00	5.000%	74,075.00	464,075.00	538,150.00
12/15/2029	-	-	64,325.00	64,325.00	-
06/15/2030	405,000.00	5.000%	64,325.00	469,325.00	533,650.00
12/15/2030	-	-	54,200.00	54,200.00	-
06/15/2031	430,000.00	5.000%	54,200.00	484,200.00	538,400.00
12/15/2031	-	-	43,450.00	43,450.00	-
06/15/2032	450,000.00	3.000%	43,450.00	493,450.00	536,900.00
12/15/2032	-	-	36,700.00	36,700.00	-
06/15/2033	460,000.00	3.000%	36,700.00	496,700.00	533,400.00
12/15/2033	-	-	29,800.00	29,800.00	-
06/15/2034	475,000.00	4.000%	29,800.00	504,800.00	534,600.00
12/15/2034	-	-	20,300.00	20,300.00	-
06/15/2035	495,000.00	4.000%	20,300.00	515,300.00	535,600.00
12/15/2035	-	-	10,400.00	10,400.00	-
06/15/2036	515,000.00	2.000%	10,400.00	525,400.00	535,800.00
12/15/2036	-	-	5,250.00	5,250.00	-
06/15/2037	525,000.00	2.000%	5,250.00	530,250.00	535,500.00
Total	\$6,035,000.00	-	\$2,001,283.33	\$8,036,283.33	-

Yield Statistics

Bond Year Dollars	\$55,721.67
Average Life	9.233 Years
Average Coupon	3.5915712%
Net Interest Cost (NIC)	1.6082242%
True Interest Cost (TIC)	1.4597415%
Bond Yield for Arbitrage Purposes	1.1591402%
All Inclusive Cost (AIC)	1.5752161%

IRS Form 8038

Net Interest Cost	1.3301660%
Weighted Average Maturity	9.150 Years

\$7M GO 15y Mkt 07/26/21 | SINGLE PURPOSE | 7/26/2021 | 1:25 PM

Centerville City, Utah

\$6,035,000 General Obligation Bonds

Series February 15, 2022

(\$7 Million Authorization + Keeping 2% Premium: 15y Current Market Rates +10bp)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
06/15/2023	Serial Coupon	5.000%	0.300%	210,000.00	106.249%	-	-	-	223,122.90
06/15/2024	Serial Coupon	5.000%	0.350%	305,000.00	110.795%	-	-	-	337,924.75
06/15/2025	Serial Coupon	5.000%	0.430%	320,000.00	115.107%	-	-	-	368,342.40
06/15/2026	Serial Coupon	5.000%	0.550%	335,000.00	119.028%	-	-	-	398,743.80
06/15/2027	Serial Coupon	5.000%	0.670%	350,000.00	122.647%	-	-	-	429,264.50
06/15/2028	Serial Coupon	5.000%	0.770%	370,000.00	126.097%	-	-	-	466,558.90
06/15/2029	Serial Coupon	5.000%	0.880%	390,000.00	129.195%	-	-	-	503,860.50
06/15/2030	Serial Coupon	5.000%	0.970%	405,000.00	132.185%	-	-	-	535,349.25
06/15/2031	Serial Coupon	5.000%	1.070%	430,000.00	134.817%	-	-	-	579,713.10
06/15/2032	Serial Coupon	3.000%	1.180%	450,000.00	116.038%	c 1.333%	06/15/2031	100.000%	522,171.00
06/15/2033	Serial Coupon	3.000%	1.280%	460,000.00	115.085%	c 1.544%	06/15/2031	100.000%	529,391.00
06/15/2034	Serial Coupon	4.000%	1.370%	475,000.00	122.966%	c 1.902%	06/15/2031	100.000%	584,088.50
06/15/2035	Serial Coupon	4.000%	1.450%	495,000.00	122.183%	c 2.085%	06/15/2031	100.000%	604,805.85
06/15/2036	Serial Coupon	2.000%	1.530%	515,000.00	104.072%	c 1.679%	06/15/2031	100.000%	535,970.80
06/15/2037	Serial Coupon	2.000%	1.560%	525,000.00	103.807%	c 1.716%	06/15/2031	100.000%	544,986.75
Total		-	-	-	\$6,035,000.00	-	-	-	\$7,164,294.00

Bid Information

Par Amount of Bonds	\$6,035,000.00
Reoffering Premium or (Discount)	1,129,294.00
Gross Production	\$7,164,294.00
Total Underwriter's Discount (0.400%)	\$(24,140.00)
Bid (118.312411%)	7,140,154.00
Total Purchase Price	\$7,140,154.00
Bond Year Dollars	\$55,721.67
Average Life	9.233 Years
Average Coupon	3.5915712%
Net Interest Cost (NIC)	1.6082242%
True Interest Cost (TIC)	1.4597415%

Centerville City, Utah

\$6,035,000 General Obligation Bonds

Series February 15, 2022

(\$7 Million Authorization + Keeping 2% Premium: 15y Current Market Rates +10bp)

Sources & Uses

Dated 02/15/2022 | Delivered 02/15/2022

Sources Of Funds

Par Amount of Bonds	\$6,035,000.00
Reoffering Premium	1,129,294.00

Total Sources	\$7,164,294.00
----------------------	-----------------------

Uses Of Funds

Deposit to Project Construction Fund	7,070,000.00
Costs of Issuance	65,000.00
Total Underwriter's Discount (0.400%)	24,140.00
Rounding Amount	5,154.00

Total Uses	\$7,164,294.00
-------------------	-----------------------

Centerville City, Utah

\$7 Million General Obligation Authorization + 2% Premium (20 Year Amortization - Current Rates + 10 basis points)

Tax Impact Analysis Summary

	\$6,310,000 General Obligation Bonds Series 2022		
Fiscal Year	Principal	Interest	Total P+I
2022	\$ -	\$ -	\$ -
2023	140,000	284,267	424,267
2024	220,000	206,200	426,200
2025	230,000	195,200	425,200
2026	240,000	183,700	423,700
2027	250,000	171,700	421,700
2028	265,000	159,200	424,200
2029	280,000	145,950	425,950
2030	290,000	131,950	421,950
2031	305,000	117,450	422,450
2032	320,000	102,200	422,200
2033	330,000	92,600	422,600
2034	340,000	82,700	422,700
2035	355,000	69,100	424,100
2036	370,000	54,900	424,900
2037	375,000	47,500	422,500
2038	385,000	40,000	425,000
2039	390,000	32,300	422,300
2040	400,000	24,500	424,500
2041	410,000	16,500	426,500
2042	415,000	8,300	423,300
Total	<u>\$ 6,310,000</u>	<u>\$ 2,166,217</u>	<u>\$ 8,476,217</u>

Tax Impact Summary	
2021-22 Collected Taxable Valuation	\$ 1,405,412,442
Maximum Debt Service	\$ 426,500
Tax Rate Levy on Max Debt Service	0.000303
Annual Impact on \$400,000 FMV Home	\$ 66.76
Monthly Impact on \$400,000 FMV Home	\$ 5.56
Annual Impact on \$400,000 FMV Business	\$ 121.39
Monthly Impact on \$400,000 FMV Business	\$ 10.12



ZIONS PUBLIC FINANCE, INC.

Centerville City, Utah

\$6,310,000 General Obligation Bonds
Series February 15, 2022
(\$7 Million Authorization + Keeping 2% Premium: 20y Current Market Rates +10bp)

Table of Contents

Report

Debt Service Schedule	1
Pricing Summary	2
Sources & Uses	3

Centerville City, Utah

\$6,310,000 General Obligation Bonds

Series February 15, 2022

(\$7 Million Authorization + Keeping 2% Premium: 20y Current Market Rates +10bp)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2022	-	-	-	-	-
12/15/2022	-	-	177,666.67	177,666.67	-
06/15/2023	140,000.00	5.000%	106,600.00	246,600.00	424,266.67
12/15/2023	-	-	103,100.00	103,100.00	-
06/15/2024	220,000.00	5.000%	103,100.00	323,100.00	426,200.00
12/15/2024	-	-	97,600.00	97,600.00	-
06/15/2025	230,000.00	5.000%	97,600.00	327,600.00	425,200.00
12/15/2025	-	-	91,850.00	91,850.00	-
06/15/2026	240,000.00	5.000%	91,850.00	331,850.00	423,700.00
12/15/2026	-	-	85,850.00	85,850.00	-
06/15/2027	250,000.00	5.000%	85,850.00	335,850.00	421,700.00
12/15/2027	-	-	79,600.00	79,600.00	-
06/15/2028	265,000.00	5.000%	79,600.00	344,600.00	424,200.00
12/15/2028	-	-	72,975.00	72,975.00	-
06/15/2029	280,000.00	5.000%	72,975.00	352,975.00	425,950.00
12/15/2029	-	-	65,975.00	65,975.00	-
06/15/2030	290,000.00	5.000%	65,975.00	355,975.00	421,950.00
12/15/2030	-	-	58,725.00	58,725.00	-
06/15/2031	305,000.00	5.000%	58,725.00	363,725.00	422,450.00
12/15/2031	-	-	51,100.00	51,100.00	-
06/15/2032	320,000.00	3.000%	51,100.00	371,100.00	422,200.00
12/15/2032	-	-	46,300.00	46,300.00	-
06/15/2033	330,000.00	3.000%	46,300.00	376,300.00	422,600.00
12/15/2033	-	-	41,350.00	41,350.00	-
06/15/2034	340,000.00	4.000%	41,350.00	381,350.00	422,700.00
12/15/2034	-	-	34,550.00	34,550.00	-
06/15/2035	355,000.00	4.000%	34,550.00	389,550.00	424,100.00
12/15/2035	-	-	27,450.00	27,450.00	-
06/15/2036	370,000.00	2.000%	27,450.00	397,450.00	424,900.00
12/15/2036	-	-	23,750.00	23,750.00	-
06/15/2037	375,000.00	2.000%	23,750.00	398,750.00	422,500.00
12/15/2037	-	-	20,000.00	20,000.00	-
06/15/2038	385,000.00	2.000%	20,000.00	405,000.00	425,000.00
12/15/2038	-	-	16,150.00	16,150.00	-
06/15/2039	390,000.00	2.000%	16,150.00	406,150.00	422,300.00
12/15/2039	-	-	12,250.00	12,250.00	-
06/15/2040	400,000.00	2.000%	12,250.00	412,250.00	424,500.00
12/15/2040	-	-	8,250.00	8,250.00	-
06/15/2041	410,000.00	2.000%	8,250.00	418,250.00	426,500.00
12/15/2041	-	-	4,150.00	4,150.00	-
06/15/2042	415,000.00	2.000%	4,150.00	419,150.00	423,300.00
Total	\$6,310,000.00	-	\$2,166,216.67	\$8,476,216.67	-

Yield Statistics

Bond Year Dollars	\$76,608.33
Average Life	12.141 Years
Average Coupon	2.8276515%
Net Interest Cost (NIC)	1.7490997%
True Interest Cost (TIC)	1.6472932%
Bond Yield for Arbitrage Purposes	1.4633029%
All Inclusive Cost (AIC)	1.7377884%

IRS Form 8038

Net Interest Cost	1.5570933%
Weighted Average Maturity	11.790 Years

\$7M GO 20y Mkt 07/26/21 | SINGLE PURPOSE | 7/26/2021 | 1:26 PM

Centerville City, Utah

\$6,310,000 General Obligation Bonds

Series February 15, 2022

(\$7 Million Authorization + Keeping 2% Premium: 20y Current Market Rates +10bp)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
06/15/2023	Serial Coupon	5.000%	0.300%	140,000.00	106.249%	-	-	-	148,748.60
06/15/2024	Serial Coupon	5.000%	0.350%	220,000.00	110.795%	-	-	-	243,749.00
06/15/2025	Serial Coupon	5.000%	0.430%	230,000.00	115.107%	-	-	-	264,746.10
06/15/2026	Serial Coupon	5.000%	0.550%	240,000.00	119.028%	-	-	-	285,667.20
06/15/2027	Serial Coupon	5.000%	0.670%	250,000.00	122.647%	-	-	-	306,617.50
06/15/2028	Serial Coupon	5.000%	0.770%	265,000.00	126.097%	-	-	-	334,157.05
06/15/2029	Serial Coupon	5.000%	0.880%	280,000.00	129.195%	-	-	-	361,746.00
06/15/2030	Serial Coupon	5.000%	0.970%	290,000.00	132.185%	-	-	-	383,336.50
06/15/2031	Serial Coupon	5.000%	1.070%	305,000.00	134.817%	-	-	-	411,191.85
06/15/2032	Serial Coupon	3.000%	1.180%	320,000.00	116.038%	c 1.333%	06/15/2031	100.000%	371,321.60
06/15/2033	Serial Coupon	3.000%	1.280%	330,000.00	115.085%	c 1.544%	06/15/2031	100.000%	379,780.50
06/15/2034	Serial Coupon	4.000%	1.370%	340,000.00	122.966%	c 1.902%	06/15/2031	100.000%	418,084.40
06/15/2035	Serial Coupon	4.000%	1.450%	355,000.00	122.183%	c 2.085%	06/15/2031	100.000%	433,749.65
06/15/2036	Serial Coupon	2.000%	1.530%	370,000.00	104.072%	c 1.679%	06/15/2031	100.000%	385,066.40
06/15/2037	Serial Coupon	2.000%	1.560%	375,000.00	103.807%	c 1.716%	06/15/2031	100.000%	389,276.25
06/15/2038	Serial Coupon	2.000%	1.640%	385,000.00	103.102%	c 1.780%	06/15/2031	100.000%	396,942.70
06/15/2039	Serial Coupon	2.000%	1.670%	390,000.00	102.840%	c 1.808%	06/15/2031	100.000%	401,076.00
06/15/2040	Serial Coupon	2.000%	1.750%	400,000.00	102.143%	c 1.861%	06/15/2031	100.000%	408,572.00
06/15/2041	Serial Coupon	2.000%	1.780%	410,000.00	101.883%	c 1.883%	06/15/2031	100.000%	417,720.30
06/15/2042	Serial Coupon	2.000%	1.860%	415,000.00	101.193%	c 1.929%	06/15/2031	100.000%	419,950.95
Total	-	-	-	\$6,310,000.00	-	-	-	-	\$7,161,500.55

Bid Information

Par Amount of Bonds	\$6,310,000.00
Reoffering Premium or (Discount)	851,500.55
Gross Production	\$7,161,500.55
Total Underwriter's Discount (0.400%)	\$(25,240.00)
Bid (113.094462%)	7,136,260.55
Total Purchase Price	\$7,136,260.55
Bond Year Dollars	\$76,608.33
Average Life	12.141 Years
Average Coupon	2.8276515%
Net Interest Cost (NIC)	1.7490997%
True Interest Cost (TIC)	1.6472932%

\$7M GO 20y Mkt 07/26/21 | SINGLE PURPOSE | 7/26/2021 | 1:26 PM

Centerville City, Utah

\$6,310,000 General Obligation Bonds

Series February 15, 2022

(\$7 Million Authorization + Keeping 2% Premium: 20y Current Market Rates +10bp)

Sources & Uses

Dated 02/15/2022 | Delivered 02/15/2022

Sources Of Funds

Par Amount of Bonds	\$6,310,000.00
Reoffering Premium	851,500.55

Total Sources	\$7,161,500.55
----------------------	-----------------------

Uses Of Funds

Deposit to Project Construction Fund	7,070,000.00
Costs of Issuance	65,000.00
Total Underwriter's Discount (0.400%)	25,240.00
Rounding Amount	1,260.55

Total Uses	\$7,161,500.55
-------------------	-----------------------

Centerville City, Utah

\$7 Million General Obligation Authorization + 2% Premium (25 Year Amortization - Current Rates + 10 basis points)

Tax Impact Analysis Summary

	\$6,505,000		
	General Obligation Bonds		
	Series 2022		
Fiscal Year	Principal	Interest	Total P+I
2022	\$ -	\$ -	\$ -
2023	95,000	261,867	356,867
2024	165,000	191,650	356,650
2025	175,000	183,400	358,400
2026	185,000	174,650	359,650
2027	195,000	165,400	360,400
2028	200,000	155,650	355,650
2029	215,000	145,650	360,650
2030	225,000	134,900	359,900
2031	235,000	123,650	358,650
2032	245,000	111,900	356,900
2033	255,000	104,550	359,550
2034	260,000	96,900	356,900
2035	270,000	86,500	356,500
2036	280,000	75,700	355,700
2037	290,000	70,100	360,100
2038	295,000	64,300	359,300
2039	300,000	58,400	358,400
2040	305,000	52,400	357,400
2041	310,000	46,300	356,300
2042	320,000	40,100	360,100
2043	325,000	33,700	358,700
2044	330,000	27,200	357,200
2045	335,000	20,600	355,600
2046	345,000	13,900	358,900
2047	350,000	7,000	357,000
Total	\$ 6,505,000	\$ 2,446,367	\$ 8,951,367

Tax Impact Summary	
2021-22 Collected Taxable Valuation	\$ 1,405,412,442
Maximum Debt Service	\$ 360,650
Tax Rate Levy on Max Debt Service	0.000257
Annual Impact on \$400,000 FMV Home	\$ 56.46
Monthly Impact on \$400,000 FMV Home	\$ 4.70
Annual Impact on \$400,000 FMV Business	\$ 102.65
Monthly Impact on \$400,000 FMV Business	\$ 8.55



ZIONS PUBLIC FINANCE, INC.

Centerville City, Utah

\$6,505,000 General Obligation Bonds
Series February 15, 2022
(\$7 Million Authorization + Keeping 2% Premium: 25y Current Market Rates +10bp)

Table of Contents

Report

Debt Service Schedule	1
Pricing Summary	2
Sources & Uses	3

Centerville City, Utah

\$6,505,000 General Obligation Bonds

Series February 15, 2022

(\$7 Million Authorization + Keeping 2% Premium: 25y Current Market Rates +10bp)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/15/2022	-	-	-	-	-
12/15/2022	-	-	163,666.67	163,666.67	-
06/15/2023	95,000.00	5.000%	98,200.00	193,200.00	356,866.67
12/15/2023	-	-	95,825.00	95,825.00	-
06/15/2024	165,000.00	5.000%	95,825.00	260,825.00	356,650.00
12/15/2024	-	-	91,700.00	91,700.00	-
06/15/2025	175,000.00	5.000%	91,700.00	266,700.00	358,400.00
12/15/2025	-	-	87,325.00	87,325.00	-
06/15/2026	185,000.00	5.000%	87,325.00	272,325.00	359,650.00
12/15/2026	-	-	82,700.00	82,700.00	-
06/15/2027	195,000.00	5.000%	82,700.00	277,700.00	360,400.00
12/15/2027	-	-	77,825.00	77,825.00	-
06/15/2028	200,000.00	5.000%	77,825.00	277,825.00	355,650.00
12/15/2028	-	-	72,825.00	72,825.00	-
06/15/2029	215,000.00	5.000%	72,825.00	287,825.00	360,650.00
12/15/2029	-	-	67,450.00	67,450.00	-
06/15/2030	225,000.00	5.000%	67,450.00	292,450.00	359,900.00
12/15/2030	-	-	61,825.00	61,825.00	-
06/15/2031	235,000.00	5.000%	61,825.00	296,825.00	358,650.00
12/15/2031	-	-	55,950.00	55,950.00	-
06/15/2032	245,000.00	3.000%	55,950.00	300,950.00	356,900.00
12/15/2032	-	-	52,275.00	52,275.00	-
06/15/2033	255,000.00	3.000%	52,275.00	307,275.00	359,550.00
12/15/2033	-	-	48,450.00	48,450.00	-
06/15/2034	260,000.00	4.000%	48,450.00	308,450.00	356,900.00
12/15/2034	-	-	43,250.00	43,250.00	-
06/15/2035	270,000.00	4.000%	43,250.00	313,250.00	356,500.00
12/15/2035	-	-	37,850.00	37,850.00	-
06/15/2036	280,000.00	2.000%	37,850.00	317,850.00	355,700.00
12/15/2036	-	-	35,050.00	35,050.00	-
06/15/2037	290,000.00	2.000%	35,050.00	325,050.00	360,100.00
12/15/2037	-	-	32,150.00	32,150.00	-
06/15/2038	295,000.00	2.000%	32,150.00	327,150.00	359,300.00
12/15/2038	-	-	29,200.00	29,200.00	-
06/15/2039	300,000.00	2.000%	29,200.00	329,200.00	358,400.00
12/15/2039	-	-	26,200.00	26,200.00	-
06/15/2040	305,000.00	2.000%	26,200.00	331,200.00	357,400.00
12/15/2040	-	-	23,150.00	23,150.00	-
06/15/2041	310,000.00	2.000%	23,150.00	333,150.00	356,300.00
12/15/2041	-	-	20,050.00	20,050.00	-
06/15/2042	320,000.00	2.000%	20,050.00	340,050.00	360,100.00
12/15/2042	-	-	16,850.00	16,850.00	-
06/15/2043	325,000.00	2.000%	16,850.00	341,850.00	358,700.00
12/15/2043	-	-	13,600.00	13,600.00	-
06/15/2044	330,000.00	2.000%	13,600.00	343,600.00	357,200.00
12/15/2044	-	-	10,300.00	10,300.00	-
06/15/2045	335,000.00	2.000%	10,300.00	345,300.00	355,600.00
12/15/2045	-	-	6,950.00	6,950.00	-
06/15/2046	345,000.00	2.000%	6,950.00	351,950.00	358,900.00
12/15/2046	-	-	3,500.00	3,500.00	-
06/15/2047	350,000.00	2.000%	3,500.00	353,500.00	357,000.00
Total	\$6,505,000.00	-	\$2,446,366.67	\$8,951,366.67	-

Yield Statistics

Bond Year Dollars	\$98,028.33
Average Life	15.070 Years
Average Coupon	2.4955710%
Net Interest Cost (NIC)	1.8498590%
True Interest Cost (TIC)	1.7773111%
Bond Yield for Arbitrage Purposes	1.6748655%
All Inclusive Cost (AIC)	1.8522969%

IRS Form 8038

Net Interest Cost	1.7157566%
Weighted Average Maturity	14.541 Years

\$7M GO 25y Mkt 07/26/21 | SINGLE PURPOSE | 7/26/2021 | 1:27 PM

Centerville City, Utah

\$6,505,000 General Obligation Bonds

Series February 15, 2022

(\$7 Million Authorization + Keeping 2% Premium: 25y Current Market Rates +10bp)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
06/15/2023	Serial Coupon	5.000%	0.300%	95,000.00	106.249%	-	-	-	100,936.55
06/15/2024	Serial Coupon	5.000%	0.350%	165,000.00	110.795%	-	-	-	182,811.75
06/15/2025	Serial Coupon	5.000%	0.430%	175,000.00	115.107%	-	-	-	201,437.25
06/15/2026	Serial Coupon	5.000%	0.550%	185,000.00	119.028%	-	-	-	220,201.80
06/15/2027	Serial Coupon	5.000%	0.670%	195,000.00	122.647%	-	-	-	239,161.65
06/15/2028	Serial Coupon	5.000%	0.770%	200,000.00	126.097%	-	-	-	252,194.00
06/15/2029	Serial Coupon	5.000%	0.880%	215,000.00	129.195%	-	-	-	277,769.25
06/15/2030	Serial Coupon	5.000%	0.970%	225,000.00	132.185%	-	-	-	297,416.25
06/15/2031	Serial Coupon	5.000%	1.070%	235,000.00	134.817%	-	-	-	316,819.95
06/15/2032	Serial Coupon	3.000%	1.180%	245,000.00	116.038% c	1.333%	06/15/2031	100.000%	284,293.10
06/15/2033	Serial Coupon	3.000%	1.280%	255,000.00	115.085% c	1.544%	06/15/2031	100.000%	293,466.75
06/15/2034	Serial Coupon	4.000%	1.370%	260,000.00	122.966% c	1.902%	06/15/2031	100.000%	319,711.60
06/15/2035	Serial Coupon	4.000%	1.450%	270,000.00	122.183% c	2.085%	06/15/2031	100.000%	329,894.10
06/15/2036	Serial Coupon	2.000%	1.530%	280,000.00	104.072% c	1.679%	06/15/2031	100.000%	291,401.60
06/15/2037	Serial Coupon	2.000%	1.560%	290,000.00	103.807% c	1.716%	06/15/2031	100.000%	301,040.30
06/15/2038	Serial Coupon	2.000%	1.640%	295,000.00	103.102% c	1.780%	06/15/2031	100.000%	304,150.90
06/15/2039	Serial Coupon	2.000%	1.670%	300,000.00	102.840% c	1.808%	06/15/2031	100.000%	308,520.00
06/15/2040	Serial Coupon	2.000%	1.750%	305,000.00	102.143% c	1.861%	06/15/2031	100.000%	311,536.15
06/15/2041	Serial Coupon	2.000%	1.780%	310,000.00	101.883% c	1.883%	06/15/2031	100.000%	315,837.30
06/15/2042	Serial Coupon	2.000%	1.860%	320,000.00	101.193% c	1.929%	06/15/2031	100.000%	323,817.60
06/15/2043	Serial Coupon	2.000%	1.890%	325,000.00	100.936% c	1.946%	06/15/2031	100.000%	328,042.00
06/15/2044	Serial Coupon	2.000%	1.920%	330,000.00	100.679% c	1.962%	06/15/2031	100.000%	332,240.70
06/15/2045	Serial Coupon	2.000%	1.950%	335,000.00	100.423% c	1.977%	06/15/2031	100.000%	336,417.05
06/15/2046	Serial Coupon	2.000%	1.980%	345,000.00	100.168% c	1.991%	06/15/2031	100.000%	345,579.60
06/15/2047	Serial Coupon	2.000%	2.010%	350,000.00	99.801%	-	-	-	349,303.50
Total		-	-	\$6,505,000.00	-	-	-	-	\$7,164,000.70

Bid Information

Par Amount of Bonds	\$6,505,000.00
Reoffering Premium or (Discount)	659,000.70
Gross Production	\$7,164,000.70
Total Underwriter's Discount (0.400%)	\$(26,020.00)
Bid (109.730679%)	7,137,980.70
Total Purchase Price	\$7,137,980.70
Bond Year Dollars	\$98,028.33
Average Life	15.070 Years
Average Coupon	2.4955710%
Net Interest Cost (NIC)	1.8498590%
True Interest Cost (TIC)	1.7773111%

\$7M GO 25y Mkt 07/26/21 | SINGLE PURPOSE | 7/26/2021 | 1:27 PM

Centerville City, Utah

\$6,505,000 General Obligation Bonds

Series February 15, 2022

(\$7 Million Authorization + Keeping 2% Premium: 25y Current Market Rates +10bp)

Sources & Uses

Dated 02/15/2022 | Delivered 02/15/2022

Sources Of Funds

Par Amount of Bonds	\$6,505,000.00
Reoffering Premium	659,000.70

Total Sources	\$7,164,000.70
----------------------	-----------------------

Uses Of Funds

Deposit to Project Construction Fund	7,070,000.00
Costs of Issuance	65,000.00
Total Underwriter's Discount (0.400%)	26,020.00
Rounding Amount	2,980.70

Total Uses	\$7,164,000.70
-------------------	-----------------------

Summary of Bond Election Process under Utah Local Government Bonding Act

Note: This is only a summary of procedures for discussion purposes to determine whether to pursue a ballot proposition for issuing bonds for the establishment and construction of a new cemetery and is not intended to be the final or definitive process or explanation of all procedures and noticing required for bond elections. Additional research will be required.

- Comply with Local Government Bonding Act – UCA 11-14-101, et seq.
- Approve Resolution - 75 Days Before Election – August 2021
 - To issue bonds for any reason authorized by law under UCA 11-14-103, the City Council must approve a resolution submitting the question of the issuance of bonds to the voters.
 - Such resolution must be approved at least 75 days before the election.
 - This would be around August 18, 2021 for the next municipal general election to be held on November 2, 2021.
 - The resolution must be a ballot proposition in accordance with UCA 11-14-206.
 - The City Council must provide a copy of the approved resolution to the Lieutenant Governor and the election official charged with conducting the election.
- Comply with Transparency of Ballot Propositions Act – UCA 59-1-1601, et seq.
 - The City must also comply with the requirements of the Transparency of Ballot Propositions Act as set forth in UCA 59-1-1601, et seq.
- Ballot Title and Ballot Proposition - 75 Days Before Election – August 2021
 - The City must prepare and submit to the election official a ballot title and bond proposition.
 - The ballot title and ballot proposition must be submitted to the election officer at least 75 days before the election.
 - This would be around August 18, 2021 for the next municipal general election to be held on November 2, 2021.
 - The ballot proposition must meet the requirements of UCA 11-14-206.
- Notice of Intent to Issue Bonds - Public Hearing and Public Notice – August 2021
 - Before issuing bonds, the City must provide public notice of its intent to issue bonds and hold a public hearing
 - The public hearing on the intent to issue bonds must be held no sooner than 30 days before the day on which the notice of election is published in accordance with UCA 11-14-202 and no later than five business days before the day on which the notice of election is published in accordance with UCA 11-14-202.
 - Notice of the City's intent to issue bonds and the public hearing shall be published in a newspaper once each week for two consecutive weeks with the first publication being not less than 14 days before the public hearing.
 - Notice shall also be posted on the UPNW no less than 14 days before the public hearing.

- Notice of Election – 21-35 Days Before Election – September 2021
 - Notice of election on bond proposition must be published in newspaper once per week for three consecutive weeks.
 - The first publication cannot be less than 21 days and not more than 35 days before the election.
 - Notice of the election must be posted on the UPNW for three weeks before the election.
 - Notice of the election must be posted on the City Website for three weeks before the election.
- Voter Information Pamphlet – 15-45 Days Before Election – September 2021
 - If debt service on bonds to be issued will increase the property tax imposed on the average value of a residence by \$15 per year, the City must prepare and mail to each household with a registered voter a voter information pamphlet or notice of pamphlet.
 - Voter information pamphlet or notice of pamphlet must be mailed out at least 15 days but not more than 45 days before the bond election.
 - Specific voter information pamphlet requirements are set forth in UCA 11-14-202.
- Election
 - The bond proposition can be voted on at a general election, general municipal election, or special election as provided by law.
 - This summary assumes the issue would be submitted to the voters at the next general municipal election on November 2, 2021.
- Vote
 - If the bond proposition carries by a majority vote of the voters, the City Council may proceed with issuing the bonds in accordance with bond issuance statutes.
 - The City Council is not required to issue the bonds but is authorized to do so.
- Issuing Bonds
 - Any bonds issued must be authorized by resolution of the City Council after public hearing and public notice requirements set forth in the statutes.
 - Additional bond issuance requirements under Local Government Bonding Act.

Chapter 14

Local Government Bonding Act

Part 1

General Provisions

11-14-101 Title.

This chapter is known as the "Local Government Bonding Act."

Enacted by Chapter 105, 2005 General Session

11-14-102 Definitions.

For the purpose of this chapter:

- (1) "Bond" means any bond authorized to be issued under this chapter, including municipal bonds.
- (2) "Election results" has the same meaning as defined in Section 20A-1-102.
- (3) "Governing body" means:
 - (a) for a county, city, town, or metro township, the legislative body of the county, city, or town;
 - (b) for a local district, the board of trustees of the local district;
 - (c) for a school district, the local board of education; or
 - (d) for a special service district under Title 17D, Chapter 1, Special Service District Act:
 - (i) the governing body of the county or municipality that created the special service district, if no administrative control board has been established under Section 17D-1-301; or
 - (ii) the administrative control board, if one has been established under Section 17D-1-301 and the power to issue bonds not payable from taxes has been delegated to the administrative control board.
- (4) "Local district" means a district operating under Title 17B, Limited Purpose Local Government Entities - Local Districts.
- (5)
 - (a) "Local political subdivision" means a county, city, town, metro township, school district, local district, or special service district.
 - (b) "Local political subdivision" does not include the state and its institutions.

Amended by Chapter 176, 2016 General Session

11-14-103 Bond issues authorized -- Purposes -- Use of bond proceeds.



- (1) Any local political subdivision may, in the manner and subject to the limitations and restrictions contained in this chapter, issue its negotiable bonds for the purpose of paying all or part of the cost of:
 - (a) acquiring, improving, or extending any one or more improvements, facilities, or property that the local political subdivision is authorized by law to acquire, improve, or extend;
 - (b) acquiring, or acquiring an interest in, any one or more or any combination of the following types of improvements, facilities, or property to be owned by the local political subdivision, either alone or jointly with one or more other local political subdivisions, or for the improvement or extension of any of those wholly or jointly owned improvements, facilities, or properties:

- (i) public buildings of every nature, including without limitation, offices, courthouses, jails, fire, police and sheriff's stations, detention homes, and any other buildings to accommodate or house lawful activities of a local political subdivision;
- (ii) waterworks, irrigation systems, water systems, dams, reservoirs, water treatment plants, and any other improvements, facilities, or property used in connection with the acquisition, storage, transportation, and supplying of water for domestic, industrial, irrigation, recreational, and other purposes and preventing pollution of water;
- (iii) sewer systems, sewage treatment plants, incinerators, and other improvements, facilities, or property used in connection with the collection, treatment, and disposal of sewage, garbage, or other refuse;
- (iv) drainage and flood control systems, storm sewers, and any other improvements, facilities, or property used in connection with the collection, transportation, or disposal of water;
- (v) recreational facilities of every kind, including without limitation, athletic and play facilities, playgrounds, athletic fields, gymnasiums, public baths, swimming pools, camps, parks, picnic grounds, fairgrounds, golf courses, zoos, boating facilities, tennis courts, auditoriums, stadiums, arenas, and theaters;
- (vi) convention centers, sports arenas, auditoriums, theaters, and other facilities for the holding of public assemblies, conventions, and other meetings;
- (vii) roads, bridges, viaducts, tunnels, sidewalks, curbs, gutters, and parking buildings, lots, and facilities;
- (viii) airports, landing fields, landing strips, and air navigation facilities;
- (ix) educational facilities, including without limitation, schools, gymnasiums, auditoriums, theaters, museums, art galleries, libraries, stadiums, arenas, and fairgrounds;
- (x) hospitals, convalescent homes, and homes for the aged or indigent; and
- (xi) electric light works, electric generating systems, and any other improvements, facilities, or property used in connection with the generation and acquisition of electricity for these local political subdivisions and transmission facilities and substations if they do not duplicate transmission facilities and substations of other entities operating in the state prepared to provide the proposed service unless these transmission facilities and substations proposed to be constructed will be more economical to these local political subdivisions;
- (c) new construction, renovation, or improvement to a state highway within the boundaries of the local political subdivision or an environmental study for a state highway within the boundaries of the local political subdivision; or
- (d) except as provided in Subsection (5), the portion of any claim, settlement, or judgment that exceeds \$3,000,000.
- (2) Except as provided in Subsection (1)(c), any improvement, facility, or property under Subsection (1) need not lie within the limits of the local political subdivision.
- (3) A cost under Subsection (1) may include:
 - (a) the cost of equipment and furnishings for such improvements, facilities, or property;
 - (b) all costs incident to the authorization and issuance of bonds, including engineering, legal, and fiscal advisers' fees;
 - (c) costs incident to the issuance of bond anticipation notes, including interest to accrue on bond anticipation notes;
 - (d) interest estimated to accrue on the bonds during the period to be covered by the construction of the improvement, facility, or property and for 12 months after that period; and
 - (e) other amounts which the governing body finds necessary to establish bond reserve funds and to provide working capital related to the improvement, facility, or property.
- (4)

- (a) Except as provided in Subsection (4)(b), the proceeds from bonds issued on or after May 14, 2013, may not be used:
 - (i) for operation and maintenance expenses for more than one year after the date any of the proceeds are first used for those expenses; or
 - (ii) for capitalization of interest more than five years after the bonds are issued.
 - (b) The restrictions on the use of bond proceeds under Subsection (4)(a) do not apply to bonds issued to pay all or part of the costs of a claim, settlement, or judgment under Subsection (1)(d).
- (5) Beginning on or after July 1, 2021, a local political subdivision may not issue its negotiable bonds for a purpose described in Subsection (1)(d).

Amended by Chapter 386, 2016 General Session

Part 2 Bond Elections

11-14-201 Election on bond issues -- Qualified electors -- Resolution and notice.

- (1) The governing body of any local political subdivision that wishes to issue bonds under the authority granted in Section 11-14-103 shall:
 - (a) at least 75 days before the date of election:
 - (i) approve a resolution submitting the question of the issuance of the bonds to the voters of the local political subdivision; and
 - (ii) provide a copy of the resolution to:
 - (A) the lieutenant governor; and
 - (B) the election officer, as defined in Section 20A-1-102, charged with conducting the election; and
 - (b) comply with the requirements of Title 59, Chapter 1, Part 16, Transparency of Ballot Propositions Act.
- (2) The local political subdivision may not issue the bonds unless the majority of the qualified voters of the local political subdivision who vote on the bond proposition approve the issuance of the bonds.
- (3) Nothing in this section requires an election for the issuance of:
 - (a) refunding bonds; or
 - (b) other bonds not required by law to be voted on at an election.
- (4) The resolution calling the election shall include a ballot proposition, in substantially final form, that complies with the requirements of Subsection 11-14-206(2).

Amended by Chapter 356, 2014 General Session

11-14-202 Notice of election -- Contents -- Publication -- Mailing.

- (1) The governing body shall publish notice of the election:
 - (a)
 - (i) once per week for three consecutive weeks before the election in a newspaper of general circulation in the local political subdivision, in accordance with Section 11-14-316, the first publication occurring not less than 21, nor more than 35, days before the day of the election;

- (ii) if there is no newspaper of general circulation in the local political subdivision, at least 21 days before the day of the election, by posting one notice, and at least one additional notice per 2,000 population of the local political subdivision, in places within the local political subdivision that are most likely to give notice to the voters in the local political subdivision; or
 - (iii) at least three weeks before the day of the election, by mailing notice to each registered voter in the local political subdivision;
 - (b) on the Utah Public Notice Website created in Section 63F-1-701, for three weeks before the day of the election;
 - (c) in accordance with Section 45-1-101, for three weeks before the day of the election; and
 - (d) if the local political subdivision has a website, on the local political subdivision's website for at least three weeks before the day of the election.
- (2) When the debt service on the bonds to be issued will increase the property tax imposed upon the average value of a residence by an amount that is greater than or equal to \$15 per year, the governing body shall prepare and mail either a voter information pamphlet or a notification described in Subsection (8):
- (a) at least 15 days, but not more than 45 days, before the bond election;
 - (b) to each household containing a registered voter who is eligible to vote on the bonds; and
 - (c) that includes the information required by Subsections (4) and (5).
- (3) The election officer may change the location of, or establish an additional:
- (a) voting precinct polling place, in accordance with Subsection (6);
 - (b) early voting polling place, in accordance with Subsection 20A-3a-603(2); or
 - (c) election day voting center, in accordance with Subsection 20A-3a-703(2).
- (4) The notice described in Subsection (1) and the voter information pamphlet described in Subsection (2):
- (a) shall include, in the following order:
 - (i) the date of the election;
 - (ii) the hours during which the polls will be open;
 - (iii) the address of the Statewide Electronic Voter Information Website and, if available, the address of the election officer's website, with a statement indicating that the election officer will post on the website the location of each polling place for each voting precinct, each early voting polling place, and each election day voting center, including any changes to the location of a polling place and the location of an additional polling place;
 - (iv) a phone number that a voter may call to obtain information regarding the location of a polling place; and
 - (v) the title and text of the ballot proposition, including the property tax cost of the bond described in Subsection 11-14-206(2)(a); and
 - (b) may include the location of each polling place.
- (5) The voter information pamphlet required by this section shall include:
- (a) the information required under Subsection (4); and
 - (b) an explanation of the property tax impact, if any, of the issuance of the bonds, which may be based on information the governing body determines to be useful, including:
 - (i) expected debt service on the bonds to be issued;
 - (ii) a description of the purpose, remaining principal balance, and maturity date of any outstanding general obligation bonds of the issuer;
 - (iii) funds other than property taxes available to pay debt service on general obligation bonds;
 - (iv) timing of expenditures of bond proceeds;
 - (v) property values; and

- (vi) any additional information that the governing body determines may be useful to explain the property tax impact of issuance of the bonds.
- (6)
 - (a) Except as provided in Section 20A-1-308, the election officer may, after the deadlines described in Subsections (1) and (2):
 - (i) if necessary, change the location of a voting precinct polling place; or
 - (ii) if the election officer determines that the number of voting precinct polling places is insufficient due to the number of registered voters who are voting, designate additional voting precinct polling places.
 - (b) Except as provided in Section 20A-1-308, if an election officer changes the location of a voting precinct polling place or designates an additional voting precinct polling place, the election officer shall, as soon as is reasonably possible, give notice of the dates, times, and location of a changed voting precinct polling place or an additional voting precinct polling place:
 - (i) to the lieutenant governor, for posting on the Statewide Electronic Voter Information Website;
 - (ii) by posting the information on the website of the election officer, if available; and
 - (iii) by posting notice:
 - (A) of a change in the location of a voting precinct polling place, at the new location and, if possible, the old location; and
 - (B) of an additional voting precinct polling place, at the additional voting precinct polling place.
- (7) The governing body shall pay the costs associated with the notice required by this section.
- (8)
 - (a) The governing body may mail a notice printed on a postage prepaid, preaddressed return form that a person may use to request delivery of a voter information pamphlet by mail.
 - (b) The notice described in Subsection (8)(a) shall include:
 - (i) the website upon which the voter information pamphlet is available; and
 - (ii) the phone number a voter may call to request delivery of a voter information pamphlet by mail.
- (9) A local school board shall comply with the voter information pamphlet requirements described in Section 53G-4-603.

Amended by Chapter 31, 2020 General Session

11-14-203 Time for election -- Equipment -- Election officials -- Combining precincts.

- (1)
 - (a) The local political subdivision shall ensure that bond elections are conducted and administered according to the procedures set forth in this chapter and the sections of the Election Code specifically referenced by this chapter.
 - (b) When a local political subdivision complies with those procedures, there is a presumption that the bond election was properly administered.
- (2)
 - (a) A bond election may be held, and the proposition for the issuance of bonds may be submitted, on the same date as the regular general election, the municipal general election held in the local political subdivision calling the bond election, or at a special election called for the purpose on a date authorized by Section 20A-1-204.
 - (b) A bond election may not be held, nor a proposition for issuance of bonds be submitted, at the presidential primary election held under Title 20A, Chapter 9, Part 8, Presidential Primary Election.

- (3)
- (a) The bond election shall be conducted and administered by the election officer designated in Sections 20A-1-102 and 20A-5-400.5.
 - (b)
 - (i) The duties of the election officer shall be governed by Title 20A, Chapter 5, Part 4, Election Officer's Duties.
 - (ii) The publishing requirement under Subsection 20A-5-405(1)(h)(iii) does not apply when notice of a bond election has been provided according to the requirements of Section 11-14-202.
 - (c) The hours during which the polls are to be open shall be consistent with Section 20A-1-302.
 - (d) The appointment and duties of election judges shall be governed by Title 20A, Chapter 5, Part 6, Poll Workers.
 - (e) General voting procedures shall be conducted according to the requirements of Title 20A, Chapter 3a, Voting.
 - (f) The designation of election crimes and offenses, and the requirements for the prosecution and adjudication of those crimes and offenses are set forth in Title 20A, Election Code.
- (4) When a bond election is being held on a day when no other election is being held in the local political subdivision calling the bond election, voting precincts may be combined for purposes of bond elections so long as no voter is required to vote outside the county in which the voter resides.
- (5) When a bond election is being held on the same day as any other election held in a local political subdivision calling the bond election, or in some part of that local political subdivision, the polling places and election officials serving for the other election may also serve as the polling places and election officials for the bond election, so long as no voter is required to vote outside the county in which the voter resides.

Amended by Chapter 31, 2020 General Session

11-14-204 Challenges to voter qualifications.

- (1) Any person's qualifications to vote at a bond election may be challenged according to the procedures and requirements of Sections 20A-3a-205 and 20A-3a-803.
- (2) A bond election may not be invalidated on the grounds that ineligible voters voted unless:
 - (a) it is shown by clear and convincing evidence that ineligible voters voted in sufficient numbers to change the result of the bond election; and
 - (b) the complaint is filed before the expiration of the time period permitted for contests in Subsection 20A-4-403(3).
- (3) The votes cast by the voters shall be accepted as having been legally cast for purposes of determining the outcome of the election, unless the court in a bond election contest finds otherwise.

Amended by Chapter 31, 2020 General Session

11-14-205 Special registration not required -- Official register supplied by clerk.

- (1)
 - (a) Voter registration shall be administered according to the requirements of Title 20A, Chapter 2, Voter Registration.
 - (b) The governing body may not require or mandate any special registration of voters for a bond election.

- (2) The county clerk of each county in which a local political subdivision holding the bond election is located shall prepare the official register for the bond election according to the requirements of Section 20A-5-401.
- (3) The official register's failure to identify those voters not residing in the local political subdivision holding the bond election, or any inaccuracy in that identification, is not a ground for invalidating the bond election.

Amended by Chapter 83, 2006 General Session

11-14-206 Ballots -- Submission of ballot language -- Form and contents.

- (1) At least 75 days before the election, the governing body shall prepare and submit to the election officer:
 - (a) a ballot title for the bond proposition that includes the name of the local political subdivision issuing the bonds and the word "bond"; and
 - (b) a ballot proposition that meets the requirements of Subsection (2).
- (2)
 - (a) The governing body shall ensure that the ballot proposition includes:
 - (i) the maximum principal amount of the bonds;
 - (ii) the maximum number of years from the issuance of the bonds to final maturity;
 - (iii) the general purpose for which the bonds are to be issued; and
 - (iv) if issuance of the bonds will require the increase of the property tax imposed upon the average value of a residence by an amount that is greater than or equal to \$15 per year, the following information in substantially the following form and in the following order:

"PROPERTY TAX COST OF BONDS:

If the bonds are issued as planned, [if applicable: without regard to the taxes currently levied for outstanding bonds that will reduce over time,] an annual property tax to pay debt service on the bonds will be required over a period of ____ years in the estimated amount of \$____ (insert the average value of a residence in the taxing entity rounded to the nearest thousand dollars) on a residence and in the estimated amount of \$____ on a business property having the same value.

[If applicable] If there are other outstanding bonds, an otherwise scheduled tax decrease may not occur if these bonds are issued.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the governing body may be required to levy in order to pay debt service on the bonds. The governing body is obligated to levy taxes to the extent provided by law in order to pay the bonds."
 - (b) The governing body may state the purpose of the bonds in general terms and need not specify the particular projects for which the governing body intends to issue the bonds or the specific amount of bond proceeds that the governing body intends to expend for each project.
 - (c) If the governing body intends that the bonds be payable in part from tax proceeds and in part from the operating revenues of the local political subdivision, or from any combination of tax proceeds and operating revenues, the governing body may indicate those payment sources on the bond proposition, but need not specify how the governing body intends to divide the bonds between those sources of payment.
 - (d)
 - (i) The governing body shall ensure that the bond proposition is followed by the words, "For the issuance of bonds" and "Against the issuance of bonds," with appropriate boxes in which the voter may indicate the voter's choice.

- (ii) Nothing in Subsection (2)(d)(i) prohibits the addition of descriptive information about the bonds.
- (3) If a bond proposition is submitted to a vote on the same day as any other election held in the local political subdivision calling the bond election, the governing body or an election officer may combine the bond proposition with the candidate ballot in a manner consistent with Section 20A-6-301 or 20A-6-402.
- (4) The governing body shall ensure that the ballot form complies with the requirements of Title 20A, Chapter 6, Ballot Form.

Amended by Chapter 31, 2020 General Session

11-14-207 Counting and canvassing -- Official finding.

- (1)
 - (a) Following the election officer's inspection and count of the ballots in accordance with the procedures of Title 20A, Chapter 4, Part 1, Counting Ballots and Tabulating Results, and Part 2, Transmittal and Disposition of Ballots and Election Returns, the governing body shall meet and canvass the election results.
 - (b)
 - (i) The governing body of the local political subdivision is the board of canvassers for the bond proposition.
 - (ii) The board of canvassers shall always consist of a quorum of the governing body.
 - (c) The canvass of the election results shall be made in public no sooner than seven days after the election and no later than 14 days after the election.
 - (d) The canvass of election results shall be conducted according to the procedures and requirements of Subsection 20A-4-301(3) and Sections 20A-4-302 and 20A-4-303.
 - (e) If a bond proposition is submitted to a vote on the same day as any other election held in the local political subdivision calling the bond election, the governing body shall coordinate the date of its canvass with any other board of canvassers appointed under Section 20A-4-301.
- (2)
 - (a) After the canvass of election returns, the governing body shall record in its minutes:
 - (i) an official finding as to the total number of votes cast, the number of affirmative votes, the number of negative votes, the number of challenged voters, the number of challenged voters that were issued a provisional ballot, and the number of provisional ballots that were counted; and
 - (ii) an official finding that the bond proposition was approved or rejected.
 - (b) The governing body need not file with the county clerk or with any other official:
 - (i) any statement or certificate of the election results;
 - (ii) any affidavit with respect to the facts pertaining to the election; or
 - (iii) any affidavit pertaining to the indebtedness and valuation of the municipality.
- (3) The official finding that the majority of the qualified voters of the local political subdivision voting on the bond proposition approved the issuance of the bonds is conclusive in any action or proceeding involving the validity of the election or involving the determination or declaration of the result of the election if the action is filed after the expiration of the period provided in Subsection 20A-4-403(3).

Amended by Chapter 83, 2006 General Session

11-14-208 Contest of election results -- Procedure.

- (1)
 - (a) Any person wishing to contest the results of a bond election shall comply with the procedures and requirements of Title 20A, Chapter 4, Part 4, Recounts and Election Contests.
 - (b) The local political subdivision calling the election shall be regarded as the defendant.
- (2) Unless the complaint is filed within the period prescribed in Subsection 20A-4-403(3), a court may not:
 - (a) allow an action contesting the bond election to be maintained; or
 - (b) set aside or hold the bond election invalid.

Enacted by Chapter 105, 2005 General Session

Part 3

Issuance of Bonds

11-14-301 Issuance of bonds by governing body -- Computation of indebtedness under constitutional and statutory limitations.

- (1) If the governing body has declared the bond proposition to have carried and no contest has been filed, or if a contest has been filed and favorably terminated, the governing body may proceed to issue the bonds voted at the election.
- (2)
 - (a) It is not necessary that all of the bonds be issued at one time, but, except as otherwise provided in this Subsection (2), bonds approved by the voters may not be issued more than 10 years after the day on which the election is held.
 - (b) The 10-year period described in Subsection (2)(a) is tolled if, at any time during the 10-year period:
 - (i) an application for a referendum petition is filed with a local clerk, in accordance with Section 20A-7-602, with respect to the local obligation law relating to the bonds; or
 - (ii) the bonds are challenged in a court of law or an administrative proceeding in relation to:
 - (A) the legality or validity of the bonds, or the election or proceedings authorizing the bonds;
 - (B) the authority of the local political subdivision to issue the bonds;
 - (C) the provisions made for the security or payment of the bonds; or
 - (D) any other issue that materially and adversely affects the marketability of the bonds, as determined by the individual or body that holds the executive powers of the local political subdivision.
 - (c) For a bond described in this section that is approved by voters on or after May 8, 2002, but before May 14, 2019, a tolling period described in Subsection (2)(b)(i) ends on the later of the day on which:
 - (i) the local clerk determines that the petition is insufficient, in accordance with Subsection 20A-7-607(2)(c), unless an application, described in Subsection 20A-7-607(4)(a), is made to a court;
 - (ii) a court determines, under Subsection 20A-7-607(4)(c), that the petition for the referendum is not legally sufficient; or
 - (iii) for a referendum petition that is sufficient, the governing body declares, as provided by law, the results of the referendum election on the local obligation law.
 - (d) For a bond described in this section that was approved by voters on or after May 14, 2019, a tolling period described in Subsection (2)(b)(i) ends:

- (i) if a county, city, town, metro township, or court determines, under Section 20A-7-602.7, that the proposed referendum is not legally referable to voters, the later of:
 - (A) the day on which the county, city, town, or metro township provides the notice described in Subsection 20A-7-602.7(1)(b)(ii); or
 - (B) if a sponsor appeals, under Subsection 20A-7-602.7(4), the day on which a court decision that the proposed referendum is not legally referable to voters becomes final; or
 - (ii) if a county, city, town, metro township, or court determines, under Section 20A-7-602.7, that the proposed referendum is legally referable to voters, the later of:
 - (A) the day on which the local clerk determines, under Section 20A-7-607, that the number of certified names is insufficient for the proposed referendum to appear on the ballot; or
 - (B) if the local clerk determines, under Section 20A-7-607, that the number of certified names is sufficient for the proposed referendum to appear on the ballot, the day on which the governing body declares, as provided by law, the results of the referendum election on the local obligation law.
 - (e) A tolling period described in Subsection (2)(b)(ii) ends after:
 - (i) there is a final settlement, a final adjudication, or another type of final resolution of all challenges described in Subsection (2)(b)(ii); and
 - (ii) the individual or body that holds the executive powers of the local political subdivision issues a document indicating that all challenges described in Subsection (2)(b)(ii) are resolved and final.
 - (f) If the 10-year period described in Subsection (2)(a) is tolled under this Subsection (2) and, when the tolling ends and after giving effect to the tolling, the period of time remaining to issue the bonds is less than one year, the period of time remaining to issue the bonds shall be extended to one year.
 - (g) The tolling provisions described in this Subsection (2) apply to all bonds described in this section that were approved by voters on or after May 8, 2002.
- (3)
- (a) Bonds approved by the voters may not be issued to an amount that will cause the indebtedness of the local political subdivision to exceed that permitted by the Utah Constitution or statutes.
 - (b) In computing the amount of indebtedness that may be incurred pursuant to constitutional and statutory limitations, the constitutionally or statutorily permitted percentage, as the case may be, shall be applied to the fair market value, as defined under Section 59-2-102, of the taxable property in the local political subdivision, as computed from the last applicable equalized assessment roll before the incurring of the additional indebtedness.
 - (c) In determining the fair market value of the taxable property in the local political subdivision as provided in this section, the value of all tax equivalent property, as defined in Section 59-3-102, shall be included as a part of the total fair market value of taxable property in the local political subdivision, as provided in Title 59, Chapter 3, Tax Equivalent Property Act.
- (4) Bonds of improvement districts issued in a manner that they are payable solely from the revenues to be derived from the operation of the facilities of the district may not be included as bonded indebtedness for the purposes of the computation.
- (5) Where bonds are issued by a city, town, or county payable solely from revenues derived from the operation of revenue-producing facilities of the city, town, or county, or payable solely from a special fund into which are deposited excise taxes levied and collected by the city, town, or county, or excise taxes levied by the state and rebated pursuant to law to the city, town, or county, or any combination of those excise taxes, the bonds shall be included as bonded indebtedness of the city, town, or county only to the extent required by the Utah Constitution,

and any bonds not so required to be included as bonded indebtedness of the city, town, or county need not be authorized at an election, except as otherwise provided by the Utah Constitution, the bonds being hereby expressly excluded from the election requirement of Section 11-14-201.

- (6) A bond election is not void when the amount of bonds authorized at the election exceeded the limitation applicable to the local political subdivision at the time of holding the election, but the bonds may be issued from time to time in an amount within the applicable limitation at the time the bonds are issued.
- (7)
 - (a) A local political subdivision may not receive, from the issuance of bonds approved by the voters at an election, an aggregate amount that exceeds by more than 2% the maximum principal amount stated in the bond proposition.
 - (b) The provision in Subsection (7)(a) applies to bonds issued pursuant to an election held after January 1, 2019.

Amended by Chapter 203, 2019 General Session

11-14-302 Resolution -- Negotiability -- Registration -- Maturity -- Interest -- Payment -- Redemption -- Combining issues -- Sale -- Financing plan.

- (1)
 - (a) Bonds issued under this chapter:
 - (i) shall:
 - (A) be authorized by resolution of the governing body;
 - (B) be fully negotiable for all purposes;
 - (C) mature at such time or times not more than 40 years from their date;
 - (D) bear interest at such rate or rates, if any;
 - (E) be payable at such place or places;
 - (F) be in such form;
 - (G) be executed in such manner;
 - (H) be sold in such manner and at such prices, either at, in excess of, or below face value; and
 - (I) be issued in such manner and with such details as may be provided by resolution; and
 - (ii) may be made:
 - (A) registrable as to principal alone or as to principal and interest; or
 - (B) redeemable prior to maturity at such times and on such terms.
 - (b) Interest rate limitations elsewhere appearing in the laws of Utah do not apply to nor limit the rate of interest on bonds issued under this chapter.
- (2)
 - (a) If the bonds bear interest at a variable rate or rates, the resolution described in Subsection (1)(a)(i)(A) shall provide for the establishment of a method or methods by which the interest rate or rates on the bonds may be determined.
 - (b) If the resolution specifies a method by which interest on the bonds may be determined, the resolution shall also specify the maximum rate of interest the bonds may bear.
 - (c) Bonds voted for different purposes by separate propositions at the same or different bond elections may in the discretion of the governing body be combined and offered for sale as one issue of bonds.

- (d) The resolution providing for this combination and the printed bonds for the combined issue shall separately set forth the amount being issued for each of the purposes provided for in each proposition submitted to the electors.
 - (e) If the local political subdivision has retained a fiscal agent to assist and advise it with respect to the bonds and the fiscal agent has received or is to receive a fee for such services, the bonds may be sold to the fiscal agent but only if the sale is made pursuant to a sealed bid submitted by the fiscal agent at an advertised public sale.
 - (f) The governing body may, by resolution, delegate to one or more officers of the local political subdivision the authority to:
 - (i) in accordance with and within the parameters set forth in the resolution, approve the final interest rate or rates, price, principal amount, maturity or maturities, redemption features, and other terms of the bond; and
 - (ii) approve and execute all documents relating to the issuance of a bond.
- (3)
- (a)
 - (i) All bonds shall be paid by the treasurer of the local political subdivision or the treasurer's duly authorized agent on their respective maturity dates or on the dates fixed for the bonds redemption.
 - (ii) All bond coupons, other than coupons cancelled because of the redemption of the bonds to which they apply, shall similarly be paid on their respective dates or as soon thereafter as the bonds or coupons are surrendered.
 - (b) Upon payment of a bond or coupon, the treasurer of the local political subdivision or the treasurer's duly authorized agent, shall perforate the bond or coupon with a device suitable to indicate payment.
 - (c) Any bonds or coupons which have been paid or cancelled may be destroyed by the treasurer of the local political subdivision or by the treasurer's duly authorized agent.
- (4)
- (a) Bonds, bond anticipation notes, or tax anticipation notes with maturity dates of one year or less may be authorized by a local political subdivision from time to time pursuant to a plan of financing adopted by the governing body.
 - (b) The plan of financing shall specify the terms and conditions under which the bonds or notes may be issued, sold, and delivered, the officers of the local political subdivision authorized to issue the bonds or notes, the maximum amount of bonds or notes which may be outstanding at any one time, the source or sources of payment of the bonds or notes, and all other details necessary for issuance of the bonds or notes.
 - (c) Subject to the Constitution, the governing body of the local political subdivision may include in the plan of financing the terms and conditions of agreements which may be entered into by the local political subdivision with banking institutions for letters of credit or for standby letters of credit to secure the bonds or notes, including payment from any legally available source of fees, charges, or other amounts coming due under the agreements entered into by the local political subdivision.

Amended by Chapter 145, 2011 General Session

11-14-303 Bonds, notes, or other obligations of political subdivisions exempt from taxation except corporate franchise tax.

All bonds, notes, or other obligations issued under this chapter or under any other law authorizing the issuance of bonds, notes, or indebtedness by a local political subdivision or any

other political subdivision now existing or subsequently created under the laws of Utah, including bonds payable solely from special assessments and tax anticipation indebtedness, and the interest on them shall be exempt from all taxation in this state, except for the corporate franchise tax.

Amended by Chapter 83, 2006 General Session

11-14-304 Facsimile signatures and facsimile seal, use permitted -- Validity of signed bonds.

- (1) If the use of a facsimile signature is authorized by the body empowered by law to authorize the issuance of the bonds or other obligations of any agency, instrumentality, or institution of this state or of any municipal corporation, political subdivision, improvement district, taxing district, or other governmental entity within the state, whether or not issued under this chapter, any officer so authorized may execute, authenticate, certify, or endorse, or cause to be executed, authenticated, certified, or endorsed the bond or other obligation, or any certificate required to be executed on the back thereof, with a facsimile signature in lieu of his manual signature if at least one signature required or permitted to be placed on the face thereof shall be manually subscribed. Upon compliance with this chapter by the authorized officer, his facsimile signature has the same legal effect as his manual signature. When any seal is required in the execution, authentication, certification, or endorsement of the bond or other obligation, or any certificate required to be executed on the back thereof, the authorized officer may cause the seal to be printed, engraved, lithographed, stamped, or otherwise placed in facsimile thereon. The facsimile seal has the same legal effect as the impression of the seal.
- (2) Bonds or other obligations bearing the signatures (manual or facsimile) of officers in office on the date of the execution thereof shall be valid and binding obligations notwithstanding that before the delivery thereof any or all of the persons whose signatures appear thereon shall have ceased to be officers of the local political subdivision.

Renumbered and Amended by Chapter 105, 2005 General Session

11-14-304.5 Recital in bonds -- Incontestability.

- (1) In the resolution authorizing bonds to be issued as provided in this chapter or other applicable law, a local political subdivision may require that the bonds recite that they are issued under authority of this chapter or other applicable law.
- (2)
 - (a) A bond recital as provided in Subsection (1) conclusively establishes full compliance with all the provisions of applicable law.
 - (b) All bonds issued containing a recital as provided in Subsection (1) shall be incontestable for any reason after their delivery for value.

Enacted by Chapter 83, 2006 General Session

11-14-305 Registration, denominations, and exchange of obligations.

- (1) As used in this section, "obligations" means bonds, bond anticipation notes, and tax anticipation notes.
- (2) Unless otherwise provided by the local political subdivision, Title 15, Chapter 7, Registered Public Obligations Act, governs and applies to all obligations issued in registered form. If Title 15, Chapter 7, Registered Public Obligations Act, is inapplicable to an issue of obligations, Subsection (3) governs and applies with respect to such issue.

- (3) Any obligations issued under this chapter may be issued in denominations as determined by the governing body. The governing body may provide for the exchange of any of these obligations after issuance for obligations of larger or smaller denominations in such manner as may be provided in the authorizing resolution, provided the obligations in changed denominations shall be exchanged for the original obligations in like aggregate principal amounts and in such manner that no overlapping interest is paid; and such obligations in changed denominations shall bear interest at the same rate or rates, if any, shall mature on the same date or dates, shall be as nearly as practicable in the same form except for an appropriate recital as to the exchange, and shall in all other respects, except as to denominations and numbers, be identical with the original obligations surrendered for exchange. Where any exchange is made under this section, the obligations surrendered by the holders at the time of exchange shall be cancelled; any such exchange shall be made only at the request of the holders of the obligations to be surrendered; and the governing body may require all expenses incurred in connection with such exchange, including the authorization and issuance of the new obligations, to be paid by such holders.

Amended by Chapter 83, 2006 General Session

11-14-306 Additional pledge for general obligation bonds -- Revenue bonds -- Resolution.

- (1) To the extent constitutionally permissible, local political subdivisions may pledge as an additional source of payment for their general obligation bonds all or any part of revenues, fees, and charges attributable to the operation or availability of facilities or may issue bonds payable solely from such revenues, fees, or charges.
- (2)
- (a) The governing body may issue bonds payable solely from revenues, fees, or charges attributable to extensions and improvements to revenue-producing facilities.
 - (b) If the governing body issues bonds under Subsection (2)(a), the resolution authorizing these bonds shall set forth as a finding of the governing body:
 - (i) the value of the then existing facility and the value of this facility after completion of the extensions or improvements proposed to be constructed; and
 - (ii) that portion of the revenues, fees, or charges derived from the entire facility when the contemplated extensions and improvements are completed which the value of the existing facility bears to the value of the facility after completion shall be considered to be revenue derived from the existing facility and the remainder may be set aside and pledged to the payment of the principal of and interest on the bonds and for the establishment of appropriate reserve fund or funds, and such portion shall be considered to be revenue derived exclusively from the extensions and improvements.
- (3)
- (a) Any resolution or trust indenture authorizing bonds to which such revenues, fees, or charges are pledged may contain such covenants with the future holder or holders of the bonds as to the management and operation of the affected facilities, the imposition, collection, and disposition of rates, fees, and charges for commodities and services furnished thereby, the issuance of future bonds, the creation of future liens and encumbrances against the facilities, the carrying of insurance, the keeping of books and records, the deposit and paying out of revenues, fees, or charges and bond proceeds, the appointment and duties of a trustee, and other pertinent matters as may be considered proper by the governing body.
 - (b) If the revenue, fee, or charge so pledged involves either sewer or water revenues, fees, or charges or both sewer and water revenues, fees, or charges, provision may be made

for charges for sewer services and water services to be billed in a single bill and for the suspension of water or sewer services, or both, to any customer who shall become delinquent in the payment due for either.

- (c) Provision may be made for the securing of such bonds by a trust indenture, but no such indenture shall convey, mortgage, or create any lien upon property of the local political subdivision.
- (d) Either the bond resolution or such trust indenture may impose in the holders of the bonds full rights to enforce the provisions thereof, and may include terms and conditions upon which the holders of the bonds or any proportion of them, or a trustee therefor, shall be entitled to the appointment of a receiver who may enter and take possession of the facility or facilities, the revenues, fees, or charges of which are so pledged, and may operate and maintain them, prescribe charges and collect, receive, and apply all revenues, fees, or charges therefrom arising in the same manner as the local political subdivision itself might do.

Amended by Chapter 83, 2006 General Session

11-14-307 Revenue bonds payable out of excise tax revenues.

- (1) To the extent constitutionally permissible, a city, town, or county may:
 - (a) issue bonds payable solely from a special fund into which are to be deposited:
 - (i) excise taxes levied and collected by the city, town, or county;
 - (ii) excise taxes levied by the state and rebated pursuant to law to the city, town, or county; or
 - (iii) a combination of the excise taxes described in Subsections (1)(a)(i) and (ii); or
 - (b) pledge all or any part of the excise taxes described in Subsection (1)(a) as an additional source of payment for general obligation bonds it issues.
- (2)
 - (a) If the covenant is not inconsistent with this chapter, a resolution or trust indenture providing for the issuance of bonds payable in whole or in part from the proceeds of excise tax revenues may contain covenants with the holder or holders of the bonds as to:
 - (i) the excise tax revenues;
 - (ii) the disposition of the excise tax revenues;
 - (iii) the issuance of future bonds; and
 - (iv) other pertinent matters that are considered necessary by the governing body to assure the marketability of those bonds.
 - (b) A resolution may also include provisions to insure the enforcement, collection, and proper application of excise tax revenues as the governing body may think proper.
 - (c) The proceeds of bonds payable in whole or in part from pledged class B or C road funds shall be used to construct, repair, and maintain streets and roads in accordance with Sections 72-6-108 and 72-6-110 and to fund any reserves and costs incidental to the issuance of the bonds.
 - (d) When any bonds payable from excise tax revenues have been issued, the resolution or other enactment of the legislative body imposing the excise tax and pursuant to which the tax is being collected, the obligation of the governing body to continue to levy, collect, and allocate the excise tax, and to apply the revenues derived from the excise tax in accordance with the provisions of the authorizing resolution or other enactment, shall be irrevocable until the bonds have been paid in full as to both principal and interest, and is not subject to amendment in any manner that would impair the rights of the holders of those bonds or which would in any way jeopardize the timely payment of principal or interest when due.
- (3)

- (a) The state pledges to and agrees with the holders of any bonds issued by a city, town, or county to which the proceeds of excise taxes collected by the state and rebated to the city, town, or county are devoted or pledged as authorized in this section, that the state will not alter, impair, or limit the excise taxes in a manner that reduces the amounts to be rebated to the city, town, or county which are devoted or pledged as authorized in this section until the bonds or other securities, together with applicable interest, are fully met and discharged.
 - (b) Nothing in this Subsection (3) precludes alteration, impairment, or limitation of excise taxes if adequate provision is made by law for the protection of the holders of the bonds.
 - (c) A city, town, or county may include this pledge and undertaking for the state in those bonds.
- (4)
- (a) Outstanding bonds to which excise tax revenues are pledged as the sole source of payment may not at any one time exceed an amount for which the average annual installments of principal and interest will exceed 80% of the total excise tax revenues received by the issuing entity from the collection or rebate of the excise tax revenues during the fiscal year of the issuing entity immediately preceding the fiscal year in which the resolution authorizing the issuance of bonds is adopted.
 - (b) If an excise tax has not been levied by a city, town, or county for a sufficient period of time to determine the 80% bond payment requirement under Subsection (4)(a), a city, town, or county may use an excise tax revenue that is currently levied within the same geographic coverage area and with the same percentage of collection to determine the amount of excise tax revenues that are expected to be received to determine the 80% bond payment requirement under Subsection (4)(a).
- (5) Bonds issued solely from a special fund into which are to be deposited excise tax revenues constitutes a borrowing solely upon the credit of the excise tax revenues received or to be received by the city, town, or county and does not constitute an indebtedness or pledge of the general credit of the city, town, or county.
- (6) Before issuing any bonds under this section, a city, town, or county shall comply with Section 11-14-318.
- (7) A city, town, or county shall submit the question of whether or not to issue any bonds under this section to voters for their approval or rejection if, within 30 calendar days after the notice required by Section 11-14-318, a written petition requesting an election and signed by at least 20% of the registered voters in the city, town, or county is filed with the city, town, or county.

Amended by Chapter 21, 2008 General Session

11-14-308 Special service district bonds secured by federal mineral lease payments -- Use of bond proceeds -- Bond resolution -- Nonimpairment of appropriation formula -- Issuance of bonds.

- (1) Special service districts may:
 - (a) issue bonds payable, in whole or in part, from federal mineral lease payments which are to be deposited into the Mineral Lease Account under Section 59-21-1 and distributed to special service districts under Subsection 59-21-2(2)(h); or
 - (b) pledge all or any part of the mineral lease payments described in Subsection (1)(a) as an additional source of payment for their general obligation bonds.
- (2) The proceeds of these bonds may be used:
 - (a) to construct, repair, and maintain streets and roads;
 - (b) to fund any reserves and costs incidental to the issuance of the bonds and pay any associated administrative costs; and

- (c) for capital projects of the special service district.
- (3)
 - (a) The special service district board shall enact a resolution authorizing the issuance of bonds which, until the bonds have been paid in full:
 - (i) shall be irrevocable; and
 - (ii) may not be amended in any manner that would:
 - (A) impair the rights of the bond holders; or
 - (B) jeopardize the timely payment of principal or interest when due.
 - (b) Notwithstanding any other provision of this chapter, the resolution described in Subsection (3)
 - (a) may contain covenants with the bond holder regarding:
 - (i) mineral lease payments, or their disposition;
 - (ii) the issuance of future bonds; or
 - (iii) other pertinent matters considered necessary by the governing body to:
 - (A) assure the marketability of the bonds; or
 - (B) insure the enforcement, collection, and proper application of mineral lease payments.
- (4)
 - (a) Except as provided in Subsection (4)(b), the state may not alter, impair, or limit the statutory appropriation formula provided in Subsection 59-21-2(2)(h), in a manner that reduces the amounts to be distributed to the special service district until the bonds and the interest on the bonds are fully met and discharged. Each special service district may include this pledge and undertaking of the state in these bonds.
 - (b) Nothing in this section:
 - (i) may preclude the alteration, impairment, or limitation of these bonds if adequate provision is made by law for the protection of the bond holders; or
 - (ii) shall be construed:
 - (A) as a pledge guaranteeing the actual dollar amount ultimately received by individual special service districts;
 - (B) to require the Department of Transportation to allocate the mineral lease payments in a manner contrary to the general allocation method described in Subsection 59-21-2(2)(h); or
 - (C) to limit the Department of Transportation in making rules or procedures allocating mineral lease payments pursuant to Subsection 59-21-2(2)(h).
- (5)
 - (a) The average annual installments of principal and interest on bonds to which mineral lease payments have been pledged as the sole source of payment may not at any one time exceed:
 - (i) 80% of the total mineral lease payments received by the issuing entity during the fiscal year of the issuing entity immediately preceding the fiscal year in which the resolution authorizing the issuance of bonds is adopted; or
 - (ii) if the bonds are issued during the first fiscal year the issuing entity is eligible to receive funds, 60% of the amount estimated by the Department of Transportation to be appropriated to the issuing entity in that fiscal year.
 - (b) The Department of Transportation is not liable for any loss or damage resulting from reliance on the estimates.
- (6) The final maturity date of the bonds may not exceed 15 years from the date of their issuance.
- (7) Bonds may not be issued under this section after December 31, 2020.
- (8) Bonds which are payable solely from a special fund into which mineral lease payments are deposited constitute a borrowing based solely upon the credit of the mineral lease payments

received or to be received by the special service district and do not constitute an indebtedness or pledge of the general credit of the special service district or the state.

Amended by Chapter 1, 2011 Special Session 2

Amended by Chapter 1, 2011 Special Session 2

11-14-309 Refunding bonds -- Limitation on redemption of bonds.

- (1) Any bond issued under this chapter may be refunded as provided in the Utah Refunding Bond Act.
- (2) Nothing contained in this chapter nor in any other law of this state may be construed to permit any local political subdivision to call outstanding bonds for redemption in order to refund those bonds or in order to pay them prior to their stated maturities, unless:
 - (a) the right to call the bonds for redemption was specifically reserved and stated in the bonds at the time of their issuance; and
 - (b) all conditions with respect to the manner, price, and time applicable to the redemption as set forth in the proceedings authorizing the outstanding bonds are strictly observed.
- (3) A holder of an outstanding bond may not be compelled to surrender the bond for refunding before its stated maturity or optional date of redemption expressly reserved in the bond, even though the refunding might result in financial benefit to the local political subdivision issuing the bond.

Renumbered and Amended by Chapter 105, 2005 General Session

11-14-310 General obligation bonds -- Levy and collection of taxes.

- (1)
 - (a)
 - (i) Any bonds issued under this chapter that are not payable solely from revenues other than those derived from ad valorem taxes are full general obligations of the local political subdivision.
 - (ii) The local political subdivision's full faith and credit is pledged for the prompt and punctual payment of principal of and interest on the local political subdivision's general obligation bonds.
 - (iii) A local political subdivision is required, regardless of any limitations that may otherwise exist on the amount of taxes that the local political subdivision may levy, to provide for the annual levy and collection of ad valorem taxes, without limitation as to the rate or amount, on all taxable property in the local political subdivision fully sufficient for the payment of principal and interest on the local political subdivision's general obligation bonds as the principal and interest become due.
 - (iv) If by law ad valorem taxes for the local political subdivision are levied by a board other than its governing body:
 - (A) the taxes shall be levied by the other board; and
 - (B) the local political subdivision shall, each year, provide the levying board with all information necessary to levy the taxes in the required amount.
 - (v) Taxes levied under Subsection (1)(a)(iv) shall be levied and collected by the same officers, at the same time, and in the same manner as are other taxes levied for the local political subdivision.
 - (b) The pledge of the taxes levied under this section shall constitute an automatically arising first lien on the taxes as provided in Section 11-14-501.

- (c)
 - (i) A local school board may use revenues remaining from a tax levied under this section for school district technology programs or projects after the principal of and premium and interest on the district's general obligation bonds have been paid for the applicable period for which the taxes were levied.
 - (ii) A lien created pursuant to Section 11-14-501 does not attach to any technology programs or projects paid for from the remaining tax revenues under Subsection (1)(c)(i).
- (2)
 - (a) If a local political subdivision neglects or fails for any reason to levy or collect or to cause to be levied or collected sufficient taxes for the prompt and punctual payment of such principal and interest, a person in interest may enforce levy and collection of sufficient taxes in a court having jurisdiction of the subject matter.
 - (b) A suit, action, or proceeding brought by a person in interest under Subsection (2)(a) shall be a preferred cause and shall be heard and disposed of without delay.
 - (c) All provisions of the constitution and laws relating to the collection of county and municipal taxes and tax sales apply to and regulate the collection of the taxes levied pursuant to this section, through the officer whose duty it is to collect the taxes and money due the local political subdivision.

Amended by Chapter 366, 2020 General Session

11-14-311 Bond anticipation notes.

- (1)
 - (a) If the governing body considers it advisable and in the interests of the local political subdivision to anticipate the issuance of bonds to be issued under this chapter, the governing body may, pursuant to appropriate resolution, issue bond anticipation notes.
 - (b) Each resolution authorizing the issuance of bond anticipation notes shall:
 - (i) describe the bonds in anticipation of which the notes are to be issued;
 - (ii) specify the principal amount of the notes and the maturity dates of the notes; and
 - (iii) specify either the rates of interest, if any, on the notes or the method by which interest on the notes may be determined while the notes are outstanding.
 - (c) If the resolution specifies a method by which the interest rates on the notes may be determined, the resolution may specify the maximum rate of interest which the notes may bear.
- (2) Bond anticipation notes shall be issued and sold in a manner and at a price, either at, below, or above face value, as the governing body determines by resolution. Interest on bond anticipation notes may be made payable semiannually, annually, or at maturity. Bond anticipation notes may be made redeemable prior to maturity at the option of the governing body in the manner and upon the terms fixed by the resolution authorizing their issuance. Bond anticipation notes shall be executed and shall be in a form and have details and terms as provided in the authorizing resolution.
- (3) Contemporaneously with the issuance of the bonds in anticipation of which bond anticipation notes are issued, provision shall be made for the retirement of any outstanding bond anticipation notes.
- (4) Whenever the bonds in anticipation of which notes are issued are to be payable from ad valorem taxes and constitute full general obligations of the local political subdivision, the bond anticipation notes and the interest on them shall be secured by a pledge of the full faith and credit of the local political subdivision in the manner provided in Section 11-14-310 and shall

also be made payable from funds derived from the sale of the bonds in anticipation of which the notes are issued. Whenever the bonds in anticipation of which the notes are to be issued are to be payable solely from revenues derived from the operation of revenue-producing facilities, these bond anticipation notes and the interest on them shall be secured by a pledge of the income and revenues derived by the local political subdivision from the revenue-producing facilities and shall also be made payable from funds derived from the sale of the bonds in anticipation of which the notes are issued.

- (5) Bond anticipation notes issued under this section may be refunded by the issuance of other bond anticipation notes issued under this section.
- (6) Sections 11-14-304, 11-14-305, 11-14-315, 11-14-316, and 11-14-401 apply to all bond anticipation notes issued under this section.
- (7) Bonds are not considered to have been issued outside of the 10-year period described in Section 11-14-301, if the issuance of the bonds is anticipated under this section by bond anticipation notes issued before the expiration of the 10-year period.

Amended by Chapter 204, 2012 General Session

11-14-312 Prior bonds validated -- Exceptions.

All bonds issued by any local political subdivision before May 1, 2006, and all proceedings had in the authorization and issuance of them are hereby validated, ratified, and confirmed; and all such bonds are declared to constitute legally binding obligations in accordance with their terms. Nothing in this section shall be construed to affect or validate any bonds, the legality of which is being contested as of May 1, 2006.

Amended by Chapter 83, 2006 General Session

11-14-313 Issuance of negotiable notes or bonds authorized -- Limitation on amount of tax anticipation notes or bonds -- Procedure.

- (1)
 - (a) For the purpose of meeting the current expenses of the local political subdivision and for any other purpose for which funds of the local political subdivision may be expended, a local political subdivision may, if authorized by a resolution of its governing body, borrow money by issuing its negotiable notes or bonds in an initial principal amount:
 - (i) not in excess of 90% of the taxes and other revenues of the local political subdivision for the current fiscal year, if the notes or bonds are issued after the annual tax levy for taxes falling due during the fiscal year in which the notes or bonds are issued;
 - (ii) not in excess of 75% of the taxes and other revenues of the local political subdivision for the preceding fiscal year, if the notes or bonds are issued prior to the annual tax levy for taxes falling due during the fiscal year in which the bonds or notes are issued; or
 - (iii) not in excess of 75% of the taxes and other revenues that the governing body of the local political subdivision estimates that the local political subdivision will receive for the current fiscal year, if the notes or bonds are issued within 24 months following the creation of the local political subdivision.
 - (b) The proceeds of the notes or bonds shall be applied only in payment of current and necessary expenses and other purposes for which funds of the local political subdivision may be expended.

- (c) There shall be included in the annual levy a tax and there shall be provision made for the imposition and collection of sufficient revenues other than taxes sufficient to pay the notes or bonds at maturity.
- (d) If the taxes and other revenues in any one year are insufficient through delinquency or uncollectibility of taxes or other cause to pay when due all the lawful debts of the local political subdivision which have been or may hereafter be contracted, the governing body of the local political subdivision is authorized and directed to levy and collect in the next succeeding year a sufficient tax and to provide for the imposition and collection of sufficient revenues other than taxes to pay all of such lawfully contracted indebtedness, and may borrow as provided in this section in anticipation of such tax and other revenues to pay any such lawfully contracted indebtedness.
- (e) Each resolution authorizing the issuance of tax anticipation notes or bonds shall:
 - (i) describe the taxes or revenues in anticipation of which the notes or bonds are to be issued; and
 - (ii) specify the principal amount of the notes or bonds, any interest rates, including a variable interest rate, the notes or bonds shall bear, and the maturity dates of the notes or bonds, which dates may not extend beyond the last day of the issuing local political subdivision's fiscal year.
- (2) Tax anticipation notes or bonds shall be issued and sold in such manner and at such prices, whether at, below, or above face value, as the governing body shall by resolution determine. Tax anticipation notes or bonds shall be in bearer form, except that the governing body may provide for the registration of the notes or bonds in the name of the owner, either as to principal alone, or as to principal and interest. Tax anticipation notes or bonds may be made redeemable prior to maturity at the option of the governing body in the manner and upon the terms fixed by the resolution authorizing their issuance. Tax anticipation notes or bonds shall be executed and shall be in such form and have such details and terms as shall be provided in the authorizing resolution.
- (3) The provisions of Sections 11-14-303, 11-14-304, 11-14-305, 11-14-313, 11-14-315, 11-14-316, 11-14-401, 11-14-403, and 11-14-404 shall apply to all tax anticipation notes or bonds issued under this section. In applying these sections to tax anticipation notes, "bond" or "bonds" as used in these sections shall be deemed to include tax anticipation notes.

Amended by Chapter 378, 2010 General Session

11-14-314 Tax anticipation obligations validated.

All obligations issued in anticipation of the collection of taxes and other revenues by any local political subdivision before May 1, 2006, and all proceedings had in the authorization and issuance of them are validated, ratified, and confirmed; and all these obligations are declared to constitute legally binding obligations in accordance with their terms. Nothing in this section shall be construed to affect or validate any of these obligations, the legality of which is being contested as of May 1, 2006.

Amended by Chapter 83, 2006 General Session

11-14-315 Nature and validity of bonds issued -- Applicability of other statutory provisions -- Budget provision required -- Applicable procedures for issuance.

Bonds issued under this chapter shall have all the qualities of negotiable paper, shall be incontestable in the hands of bona fide purchasers or holders for value and are not invalid for

any irregularity or defect in the proceedings for their issuance and sale. This chapter is intended to afford an alternative method for the issuance of bonds by local political subdivisions and may not be so construed as to deprive any local political subdivision of the right to issue its bonds under authority of any other statute, but nevertheless this chapter shall constitute full authority for the issue and sale of bonds by local political subdivisions. The provisions of Section 11-1-1, Utah Code Annotated 1953, are not applicable to bonds issued under this chapter. Any local political subdivision subject to the provisions of any budget law shall in its annual budget make proper provision for the payment of principal and interest currently falling due on bonds issued hereunder, but no provision need be made in any such budget prior to the issuance of the bonds for the issuance thereof or for the expenditure of the proceeds thereof. No ordinance, resolution or proceeding in respect to the issuance of bonds hereunder shall be necessary except as herein specifically required, nor shall the publication of any resolution, proceeding or notice relating to the issuance of the bonds be necessary except as herein required. Any publication made hereunder may be made in any newspaper conforming to the terms hereof in which legal notices may be published under the laws of Utah, without regard to the designation thereof as the official journal or newspaper of the local political subdivision, and as required in Section 45-1-101. No resolution adopted or proceeding taken hereunder shall be subject to referendum petition or to an election other than as herein required. All proceedings adopted hereunder may be adopted on a single reading at any legally convened meeting of the governing body.

Amended by Chapter 378, 2010 General Session

11-14-316 Publication of notice, resolution, or other proceeding -- Contest.

- (1) The governing body of any local political subdivision may provide for the publication of any resolution or other proceeding adopted under this chapter:
 - (a) in a newspaper having general circulation in the local political subdivision; and
 - (b) as required in Section 45-1-101.
- (2) When a resolution or other proceeding provides for the issuance of bonds, the governing body may, in lieu of publishing the entire resolution or other proceeding, publish a notice of bonds to be issued, titled as such, containing:
 - (a) the name of the issuer;
 - (b) the purpose of the issue;
 - (c) the type of bonds and the maximum principal amount which may be issued;
 - (d) the maximum number of years over which the bonds may mature;
 - (e) the maximum interest rate which the bonds may bear, if any;
 - (f) the maximum discount from par, expressed as a percentage of principal amount, at which the bonds may be sold;
 - (g) a general description of the security pledged for repayment of the bonds;
 - (h) the total par amount of bonds currently outstanding that are secured by the same pledge of revenues as the proposed bonds, if any;
 - (i) information on a method by which an individual may obtain access to more detailed information relating to the outstanding bonds of the local political subdivision;
 - (j) the estimated total cost to the local political subdivision for the proposed bonds if the bonds are held until maturity, based on interest rates in effect at the time that the local political subdivision publishes the notice; and
 - (k) the times and place where a copy of the resolution or other proceeding may be examined, which shall be:

- (i) at an office of the issuer identified in the notice, during regular business hours of the issuer as described in the notice; and
 - (ii) for a period of at least 30 days after the publication of the notice.
- (3) For a period of 30 days after the publication, any person in interest may contest:
- (a) the legality of such resolution or proceeding;
 - (b) any bonds which may be authorized by such resolution or proceeding; or
 - (c) any provisions made for the security and payment of the bonds.
- (4) A person shall contest the matters set forth in Subsection (3) by filing a verified written complaint in the district court of the county in which he resides within the 30-day period.
- (5) After the 30-day period, no person may contest the regularity, formality, or legality of the resolution or proceeding for any reason.

Amended by Chapter 107, 2013 General Session

11-14-317 Bonds as legal investments -- Use as security for the faithful performance of acts.

- (1) All bonds issued under this chapter or other applicable law shall be legal investments for:
- (a) all trust funds, including those under the jurisdiction of the state;
 - (b) the funds of all insurance companies, banks, and both commercial and savings and trust companies;
 - (c) the state school funds; and
 - (d) all sinking funds under the control of the state treasurer.
- (2) If funds may by law be invested in or loaned upon the security of bonds of a county, city, or school district, funds may be invested in or loaned upon the security of the bonds of any other local political subdivision.
- (3) If bonds of a county, city, or school district may by law be used as security for the faithful performance on execution of any court or private trust or any other act, the bonds of any other local political subdivision may be used in the same way.

Enacted by Chapter 83, 2006 General Session

11-14-318 Public hearing required.

- (1) Before issuing bonds authorized under this chapter, a local political subdivision shall:
- (a) in accordance with Subsection (2), provide public notice of the local political subdivision's intent to issue bonds; and
 - (b) hold a public hearing:
 - (i) if an election is required under this chapter:
 - (A) no sooner than 30 days before the day on which the notice of election is published under Section 11-14-202; and
 - (B) no later than five business days before the day on which the notice of election is published under Section 11-14-202; and
 - (ii) to receive input from the public with respect to:
 - (A) the issuance of the bonds; and
 - (B) the potential economic impact that the improvement, facility, or property for which the bonds pay all or part of the cost will have on the private sector.
- (2) A local political subdivision shall:
- (a) publish the notice required by Subsection (1)(a):

- (i) once each week for two consecutive weeks in the official newspaper described in Section 11-14-316 with the first publication being not less than 14 days before the public hearing required by Subsection (1)(b); and
 - (ii) on the Utah Public Notice Website, created under Section 63F-1-701, no less than 14 days before the public hearing required by Subsection (1)(b); and
- (b) ensure that the notice:
- (i) identifies:
 - (A) the purpose for the issuance of the bonds;
 - (B) the maximum principal amount of the bonds to be issued;
 - (C) the taxes, if any, proposed to be pledged for repayment of the bonds; and
 - (D) the time, place, and location of the public hearing; and
 - (ii) informs the public that the public hearing will be held for the purposes described in Subsection (1)(b)(ii).

Amended by Chapter 5, 2009 Special Session 1
Amended by Chapter 5, 2009 Special Session 1

Part 4

Miscellaneous Provisions

11-14-401 Short title -- Title to appear on face of bonds -- Effect of future statutes dealing with municipal bond issues.

- (1) This chapter is known as the "Local Government Bonding Act."
- (2) All bonds issued pursuant to authority contained in this chapter shall contain on their face a recital to that effect, and no chapter hereafter passed by the Legislature amending other chapters under which bonds authorized to be issued by this chapter might be issued or dealing with bond issues of local political subdivisions shall be construed to affect the authority to proceed under this chapter in the manner herein provided unless such future statute amends this chapter and specifically provides that it is to be applicable to bonds issued under this chapter.
- (3) All bonds referencing the prior title of this chapter, "Utah Municipal Bond Act," that were issued prior to May 2, 2005 pursuant to the authority contained in this chapter shall be considered to reference this chapter and shall be construed according to the terms of Subsection (1) as if they refer to the current title of this chapter.

Renumbered and Amended by Chapter 105, 2005 General Session

11-14-402 Exemptions from application of chapter -- Exception.

- (1) Except as provided in Subsection (2), this chapter does not apply to bonds issued by the state of Utah nor to bonds or obligations payable solely from special assessments levied on benefited property.
- (2) Sections 11-14-303 and 11-14-501 have general application in accordance with their terms.

Renumbered and Amended by Chapter 105, 2005 General Session

11-14-403 Conflict of laws.

To the extent that any one or more provisions of this chapter shall be in conflict with any other law or laws, the provisions of this chapter shall be controlling.

Renumbered and Amended by Chapter 105, 2005 General Session

11-14-404 Severability clause.

If any one or more sentences, clauses, phrases, provisions or sections of this chapter or the application thereof to any set of circumstances shall be held by final judgment of any court of competent jurisdiction to be invalid, the remaining sentences, clauses, phrases, provisions and sections hereof and the application of this chapter to other sets of circumstances shall nevertheless continue to be valid and effective, the legislature hereby declaring that all provisions of this chapter are severable.

Renumbered and Amended by Chapter 105, 2005 General Session

11-14-405 Validity of prior bond issues.

All bonds issued by any local political subdivision before May 1, 2006, and all proceedings had in the authorization and issuance of those bonds are hereby validated, ratified, and confirmed, and all those bonds are declared to constitute legally binding obligations in accordance with their terms. Nothing in this section may be construed to affect or validate any bonds, the legality of which is being contested as of May 1, 2006.

Amended by Chapter 83, 2006 General Session

11-14-406 Application of chapter.

Sections 11-14-201, 11-14-202, 11-14-203, 11-14-204, 11-14-205, and 11-14-207 shall apply to all bond elections held by any local political subdivision and, except as otherwise provided in Section 11-14-402, by any other taxing district or governmental entity whether or not the bonds are issued under authority granted by this chapter.

Amended by Chapter 83, 2006 General Session

Part 5

Government Security Interests

11-14-501 Creation and perfection of government security interests.

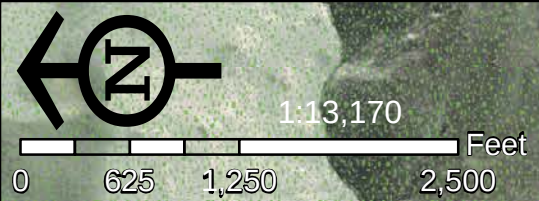
(1) As used in this section:

- (a) "Bonds" means any bond, note, lease, or other obligation of a governmental unit.
- (b)
 - (i) "General obligation bond" means a bond, note, warrant, certificate of indebtedness, or other obligation of a local political subdivision that:
 - (A) is payable in whole or in part from revenues derived from ad valorem taxes; and
 - (B) constitutes an indebtedness within the meaning of any applicable constitutional or statutory debt limitation.

- (ii) "General obligation bond" includes a general obligation tax, revenue, or bond anticipation note issued by a local political subdivision that is payable in whole or in part from revenues derived from ad valorem taxes.
- (c) "Governmental unit" has the meaning assigned in Section 70A-9a-102.
- (d) "Pledge" means the creation of a security interest of any kind.
- (e) "Property" means any property or interests in property, other than real property.
- (f) "Security agreement" means any resolution, ordinance, indenture, document, or other agreement or instrument under which the revenues, fees, rents, charges, taxes, or other property are pledged to secure the bonds.
- (2) This section expressly governs the creation, perfection, priority, and enforcement of a security interest created by the state or a governmental unit of the state, notwithstanding anything in Title 70A, Chapter 9a, Uniform Commercial Code - Secured Transactions, to the contrary.
- (3)
 - (a) The revenues, fees, rents, charges, taxes, or other property pledged by a governmental unit for the purpose of securing its bonds are immediately subject to the lien of the pledge.
 - (b)
 - (i) The lien is a perfected lien upon the effective date of the security agreement.
 - (ii) The physical delivery, filing, or recording of a security agreement or financing statement under the Uniform Commercial Code or otherwise, or any other similar act, is not necessary to perfect the lien.
 - (c) The lien of any pledge is valid, binding, perfected, and enforceable from the time the pledge is made.
 - (d) The lien of the pledge has priority:
 - (i) based on the time of the creation of the pledge unless otherwise provided in the security agreement; and
 - (ii) as against all parties having claims of any kind in tort, contract, or otherwise against the governmental unit, regardless of whether or not the parties have notice of the lien.
 - (e) Each pledge and security agreement made for the benefit or security of any of the bonds shall continue to be effective until:
 - (i) the principal, interest, and premium, if any, on the bonds have been fully paid;
 - (ii) provision for payment has been made; or
 - (iii) the lien created by the security agreement has been released by agreement of the parties in interest or as provided by the security agreement that created the lien.
- (4)
 - (a) General obligation bonds issued and sold by or on behalf of a local political subdivision shall be secured by a first statutory lien on all revenues received pursuant to the levy and collection of ad valorem taxes.
 - (b) The lien described in Subsection (4)(a):
 - (i) arises and attaches immediately to the ad valorem tax revenues without the need for any action or authorization by the local political subdivision;
 - (ii) is valid and binding from the time the general obligation bonds are executed and delivered; and
 - (iii) is effective, binding, and enforceable against the local political subdivision, its successors, transferees, and creditors, and all others asserting rights to the ad valorem tax revenues.
 - (c) A lien described in Subsection (4)(a) is enforceable against the parties described in Subsection (4)(b)(iii):
 - (i) regardless of whether the parties described in Subsection (4)(b)(iii) have notice of the lien; and

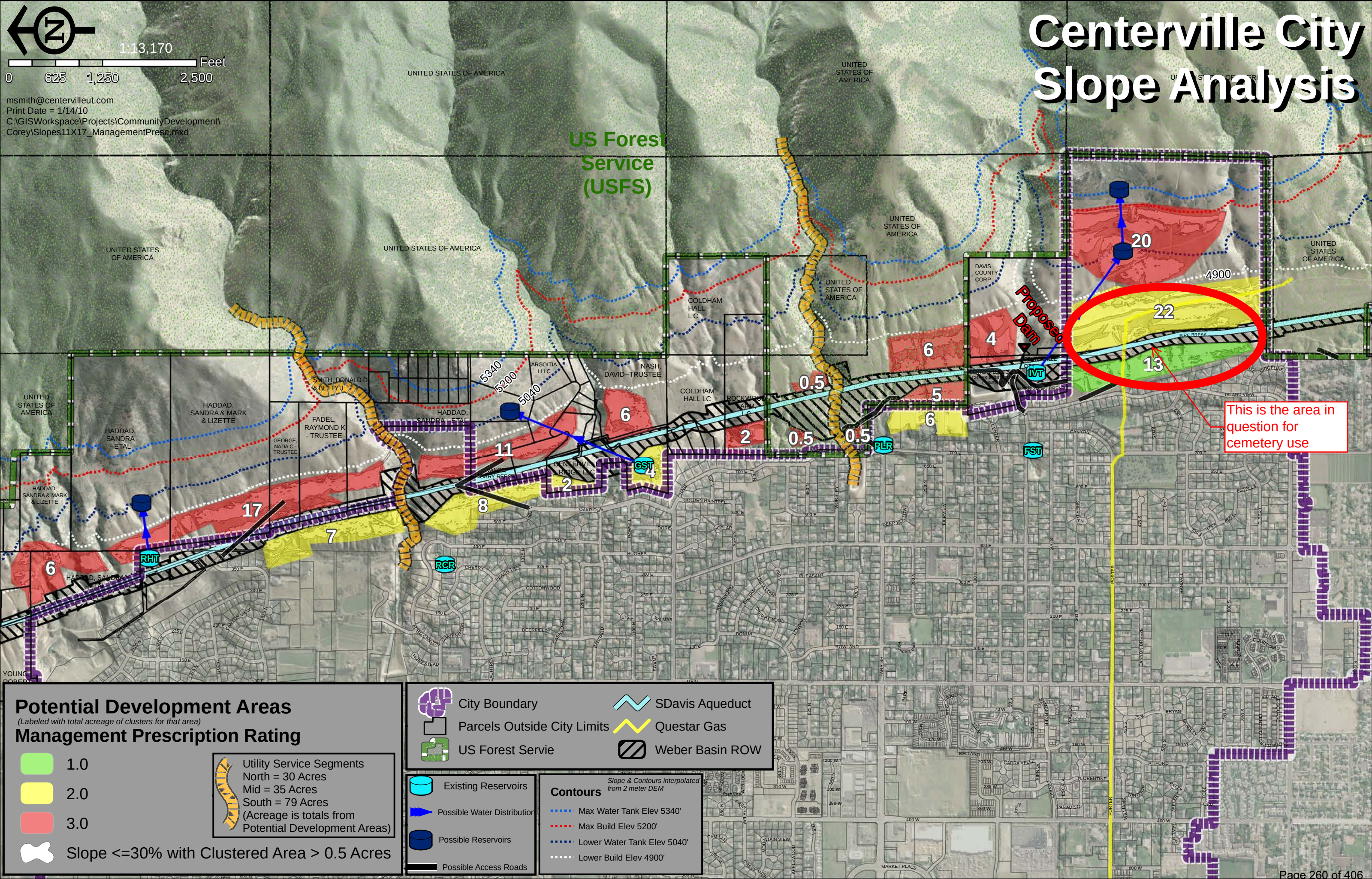
- (ii) without the need for any physical delivery, recordation, filing, or further action.
- (5) Any amounts appropriated or added to the tax levy to pay principal of and premium and interest on general obligation bonds:
 - (a) shall be applied solely to the payment of those general obligation bonds; and
 - (b) may not be used for any other purpose, except as provided by law.
- (6) This section applies to all revenues received pursuant to the levy and collection of the ad valorem tax regardless of the date on which the general obligation bonds were issued.
- (7) This section applies to all bonds, including bonds issued before or after the effective date of this section.

Amended by Chapter 366, 2020 General Session



msmith@centervilleut.com
Print Date = 1/14/10
C:\GISWorkspace\Projects\CommunityDevelopment\ Corey\Slopes11X17_ManagementPresc.mxd

Centerville City Slope Analysis



Potential Development Areas

(Labeled with total acreage of clusters for that area)

Management Prescription Rating

Green	1.0
Yellow	2.0
Red	3.0
White with black outline	Slope <=30% with Clustered Area > 0.5 Acres

Utility Service Segments
North = 30 Acres
Mid = 35 Acres
South = 79 Acres
(Acreage is totals from Potential Development Areas)

	City Boundary		SDavis Aqueduct
	Parcels Outside City Limits		Questar Gas
	US Forest Service		Weber Basin ROW

Existing Reservoirs

Possible Water Distribution

Possible Reservoirs

Possible Access Roads

Contours

Slope & Contours interpolated from 2 meter DEM

- Max Water Tank Elev 5340'
- Max Build Elev 5200'
- Lower Water Tank Elev 5040'
- Lower Build Elev 4900'

Mayor Wilkinson – Additional Cemetery Space Information 10/1/2020

Starting early in 2018 the following ways for additional cemetery space have been worked on:

- I have met with a mortuary to talk about doing a joint venture. They were expanding their mortuary operations and didn't want to spend the money at that time.
- I originally met and then I brought in Councilman Ince and Bruce Cox to have discussions with the Fruit Heights City Manager and their cemetery committee about a joint venture on cemetery space in their city. They had plans and concepts drawn and written up. Fruit Heights determined they didn't want to proceed with it at that time. Also, interest in that concept was divided by the Centerville City Council.
- I got from our map department all land parcels that had 5+ acres. I engaged one of our better-known residents to contact some of the owners of the parcels. Of the 3 or 4 that he contacted they wanted to use their property personally or develop it for the allowed purposes on those parcels.
- I also contacted many of those property owners about the availability of their property and received much of the same responses.
- In the estate planning world, some estates benefit for income tax and estate tax purposes by gifting property and especially appreciated property. A letter was sent out to these property owners signed by the Mayor and all of the City Council about the gifting of their properties for cemetery purposes. One owner had some interest in that but was hopeful that something else could be done with other properties they owned.
- I formed a cemetery exploratory "group" with a dozen or so residents, staff, and two of the City Council in around November 2019.
- One idea from that group was the concept of the LDS church selling their ball fields as this was happening in some areas of the world. Centerville has two such properties in our city. I contacted the LDS church real estate department and at this time neither of those properties were for sale. They put a note on those two properties that if they ever were for sale that Centerville would have interest.
- Another idea was to do something such as Fruit Heights did and obtain some federal land. I have Congressman Stewart's office ready to move on this. We need to identify the land. The problem with this concept is that the federal land is on the east hillside and in many areas between where developed land presently ends and the federal land is privately owned land. We are presently exploring the option of access through land owned by Bountiful to some federally owned land.

- I have also contacted the Farmington City Mayor (as they are running tighter on cemetery space) about a joint venture with them. He got back to me and it appears there is not much interest from them on doing that presently.

Resident's Comments and Input – Submitted to Mayor Wilkinson

- Allocate a portion of the existing cemetery for extremely small spots for cremation.
- What about on city owned property on the hillside?
- No cemetery. It just facilitates a particular custom.
- Cremation in Utah is not keeping up with other states. Lakeview Memorial Park in Bountiful has 40 acres many of which are undeveloped.
- Creation of a Cemetery in some of our existing park space.
- No new cemetery space.
- Layer of dirt over existing cemetery space thereby going two deep.

Cemetery Cremation Niche Feature



Centerville City Cemetery

August 28, 2018

Rocky Mountain Monument & Vault



Pricing

Rocky Mountain Monument & Vault is pleased to propose the following pricing for Centerville City Cemetery on a (48 niche) niche feature unit:

This bid includes the preparation rough grade, sub-grade and the installation of the concrete pad and niche feature. It also includes all costs for the design, granite, sidewalk and labor and transportation to complete the project.

- A. Georgia Grey top & sides with Rustic Mahogany niche plates: **\$26,745**
- B. Rustic Mahogany with rock pitch top: **\$24,745**
- C. Gray Cloud top & sides with Ruby Red niche plates: **\$27,745**

Section 1 General Information Regarding the Firm

Rocky Mountain Monument & Vault

1810 East Dimple Dell Road (10600 South)

Sandy, UT 84092

801-571-2831: Office

801-553-2456: Fax

Rocky Mountain Monument & Vault is a corporation located in Sandy, Utah. Rocky Mountain Vault was founded in 1985 and is a wholly owned subsidiary of Larkin Mortuary. Our talented staff provides unmatched quality and craftsmanship in the manufacturing of burial vaults. Rocky Mountain is the exclusive dealer of Doric Burial Vaults in the Intermountain West.

The staff of Rocky Mountain Vault provide outer burial enclosures that will honor a loved one's memory while giving family members comfort and peace of mind.

Steven D. Kehl – COO/CFO can be reached at 801-664-3693.

Lane Larkin, Jr. – Manager can be reached at 801-419-3773.

Section 2 Project Team/Individual Resumes

Our primary personnel will consist of three individuals: Dan Terhaar, Kyle Memmott and Lane Larkin, Jr.

Dan Terhaar is a project manager and designer in the construction division of Wilbert Precast, Inc. out of Spokane, WA. Dan has created the drawings and spec sheets for all our niche features and acts as a consultant on granite.

Kyle Memmott is the general contractor that has erected all our niche features. He has personally been involved in all of the niche feature walls in regards to oversight, construction and installation.

Lane Larkin, Jr. is our manager of Rocky Mountain Monument & Vault and will be assisting throughout the installation. He oversees the manufacturing of the niche wall combs and forms.

Section 3

Firm Qualifications

Rocky Mountain Monument & Vault has been manufacturing these columbarium niches since 2001. Rocky Mountain Monument & Vault has been a columbarium supplier to cemeteries throughout the State of Utah. Our columbarium niche features are beautiful, low cost and virtually maintenance free. Our columbarium niche features are ideal as freestanding memorials in a cremation garden or other applicable outdoor spaces within your cemetery. Since 2001, we have installed the following niche features:

2001: 2 (48 niche) niche feature units at Larkin Sunset Lawn Cemetery in Cremation Garden



2003: 3 (48 niche) niche feature units at Larkin Sunset Gardens Cemetery in Garden of Atonement



2014: 2 (48 niche) niche feature units at Larkin Sunset Lawn Cemetery in Cremation Garden



2017: 1 (96 niche) and 2 (48 niche) niche feature units at Larkin Sunset Gardens Cemetery in Garden of Prayer and Meditation



Brigham City Cemetery – Ryan Abraham



3 - Murray City Cemetery – Lane Paige

2014 - Springville City Cemetery – Paul

In 2014, a beautiful Cremation Niche Wall was constructed in Springville's Historic City Cemetery to provide additional options for the interment of cremains at the cemetery. The niche wall consists of four rows with six niches in each row for a total of 24 niches on each side of the wall. There are a total of 48 niches and each niche holds 2 urns. Families may have an engraved plaque on the front of the niche.



Section 4 Project Schedule

The projected schedule timeline will be four months to completion upon receipt of the initial deposit of 50% of bid.

Section 5 Project Budget Estimate

	A	B	C	D	E	F	G	H	I	J	K	L	M	
1														
2														
3	48 UNIT DOUBLE-SIDED COLUMBARIUM													
4														
5	Supplier Costs													
6		Rustic Mahogany Rock Pitch Top Granite					LAYOUT							
7		Hangers							1	2	3	4	5	6
8		Niche Anchors					D		\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095
9				\$10,500.00			C		\$1,195	\$1,195	\$1,195	\$1,195	\$1,195	\$1,195
10		Drawings/Engineer		\$2,000.00			B		\$1,095	\$1,095	\$1,095	\$1,095	\$1,095	\$1,095
11					\$12,500.00		A		\$895	\$895	\$895	\$895	\$895	\$895
12	Manufacturing Costs													
13		Forms/Raw Materials		\$4,495.00										
14		Labor		\$4,000.00				Revenue						
15					\$8,495.00									
16	Installation Costs													
17		Project Labor		\$2,250.00										
18		(5 days / 8 Hours / 3 Persons)												
19		Travel/Lodging		\$ 500.00										
20		Concrete/Production Forms		\$1,000.00										
21					\$3,750.00	\$24,745.00	BID					Return	2.55	
22														
23														
24														
25														

Cemetery Profitability Analysis

As the City contemplates the development of a new cemetery, the City has expressed its desire to use revenues from the sales of plots to aid in early re-payment of the General Obligation Bonds. The charts below provide a profitability analysis of a new cemetery, acknowledging that several unknown variables (such as location, soil conditions, policy change, etc.) may alter the results of this analysis.

The chart below demonstrates the maximum revenue possible based on acreage.

Acres	1	2	3	4	5	6	7	8
Maximum space (no roads/infrastructure)								
Max. Plots Available	1,089	2,178	3,267	4,356	5,445	6,534	7,623	8,712
General Fund Revenue - Sale of plot (single)	\$ 653,400	\$ 1,306,800	\$ 1,960,200	\$ 2,613,600	\$ 3,267,000	\$ 3,920,400	\$ 4,573,800	\$ 5,227,200
Perpetual Care Revenue	\$ 326,700	\$ 653,400	\$ 980,100	\$ 1,306,800	\$ 1,633,500	\$ 1,960,200	\$ 2,286,900	\$ 2,613,600

However, we know that a cemetery requires infrastructure (roads, trees, etc.) that limits the number of plots possible. After reviewing local cemeteries, we found that infrastructure occupies approximately 25% of the land. Therefore, a more realistic revenue possibility is shown below.

Acres	1	2	3	4	5	6	7	8
Cemetery with Roads/Infrastructure Estimate								
Plots Available	817	1,634	2,450	3,267	4,084	4,901	5,717	6,534
General Fund Revenue - Sale of plot (single)	\$ 490,050	\$ 980,100	\$ 1,470,150	\$ 1,960,200	\$ 2,450,250	\$ 2,940,300	\$ 3,430,350	\$ 3,920,400
Perpetual Care Revenue	\$ 245,025	\$ 490,050	\$ 735,075	\$ 980,100	\$ 1,225,125	\$ 1,470,150	\$ 1,715,175	\$ 1,960,200

Scenario - 5-acre Cemetery

We know that the City will not sell all available plots all at once. In the scenario below, we assume a 5-acre cemetery. In a 5-acre cemetery there are approximately 4,084 plots available for sale. We also assume that all plots will be sold within 50 years. (Note: this is very aggressive. Our current cemetery was founded in 1851, and only recently ran out of available plots for sale.)

Assumptions for scenario:

Size	5	acres
Assumed sale of all plots	50	years
Straight line sales		

Year	1	10	20	30	40	50
Est. number of plots sold	82	817	1,634	2,450	3,267	4,084
General Fund Revenue - Sale of plot (single)	\$ 49,005	\$ 490,050	\$ 980,100	\$ 1,470,150	\$ 1,960,200	\$ 2,450,250

**A new cemetery will require at least 1 additional FTE (approx. \$75,000)*

Current Cemetery Fees		
	Centerville City	
	Resident	Nonresident*
Right of burial (Single)	\$ 600.00	Not Available
Double Depth	\$ 1,200.00	Not Available
Perpetual care	\$ 300.00	\$ 300.00
Double Depth Perpetual Care	\$ 600.00	\$ 600.00
Opening & closing weekday	\$ 400.00	\$ 1,400.00
Opening & closing Saturday	\$ 600.00	\$ 1,600.00
Weekday Totals	\$ 1,300.00	\$ 1,700.00
Weekend Totals	\$ 1,500.00	\$ 1,900.00
Other fees:		
Weekend/Overtime	\$ 150.00	\$ 150.00
Records change		
Marker permit (flat - upright)	\$ 0 - 200	\$ 0 - 200
Disinterment	\$500 deposit then actual cost	
*\$1,000 of non resident interment fee shall be placed in the Perpetual Care Fund and the remainder of the fee shall be placed in the City General Fund.		

1 Acre	43,560 square feet
1 Plot (4' X 10')	40 square feet
Estimated cost to develop	\$1,000,000 per acre

Updated
June 2021

Cemetery Fee Comparison

	<u>Centerville City</u>		<u>Bountiful City</u>		<u>Farmington City</u>		<u>Kaysville City</u>	
	Resident	Nonresident**	Resident	Nonresident	Resident	Nonresident	Resident	Nonresident
Right of burial (Single)	\$ 600.00	Not Available	\$ 640.00	\$ 940.00	\$ 500.00	Not Available	\$ 500.00	\$ 500.00
Double Depth	\$ 1,200.00	Not Available	\$ 805.00	\$ 1,105.00	Not Available	Not Available	Not Available	Not Available
Perpetual care	\$ 300.00	\$ 300.00	included	included	included	included	\$ 150.00	\$ 850.00
Double Depth Perpetual Care	\$ 600.00	\$ 600.00	included	included	Not Available	Not Available	Not Available	Not Available
Opening & closing weekday	\$ 400.00	\$ 1,400.00	\$ 525.00	\$ 1,800.00	\$ 250.00	\$ 400.00	\$ 500.00	\$ 1,800.00
Opening & closing Saturday	\$ 600.00	\$ 1,600.00	\$ 875.00	\$ 2,150.00	\$ 500.00	\$ 700.00	\$ 850.00	\$ 2,150.00
Weekday Totals	\$ 1,300.00	\$ 1,700.00	\$ 1,165.00	\$ 2,740.00	\$ 1,250.00	\$ 1,100.00	\$ 1,150.00	\$ 2,300.00
Weekend Totals	\$ 1,500.00	\$ 1,900.00	\$ 1,515.00	\$ 3,090.00	\$ 1,000.00	\$ 700.00	\$ 1,350.00	\$ 3,000.00
<u>Other fees:</u>								
Weekend/Overtime	\$ 150.00	\$ 150.00	\$ 350.00	\$ 350.00	\$ 250.00	\$ 300.00	\$ 350.00	\$ 350.00
Records change			\$ 50.00	\$ 100.00	\$ 25.00	\$ 25.00	*	
Marker permit (flat - upright)	\$ 0 - 200	\$ 0 - 200	\$ 20 - 100	\$ 20 - 100	\$ 25 - 150	\$ 25 - 150	\$ 150.00	\$ 150.00
Disinterment	\$500 deposit then actual cost		\$ 900.00	\$ 900.00	\$ 350.00	\$ 350.00	\$ 1,200.00	\$ 2,000.00

Notes:

Farmington City no longer has space for non-resident purchase

Kaysville City will only sell burial rights to non-residents in their new section and only for immediate need including opening/closing for \$2,650.00

*Kaysville does not charge to change ownership from one family member to another but only to change space locations within the cemetery.

**Centerville City: \$1,000 of non resident interment fee shall be placed in the Perpetual Care Fund and the remainder of the fee shall be placed in the City General Fund.

Cities without cemeteries

North Salt Lake

Woods Cross

West Bountiful

Fruit Heights

Layton city (only private cemetery)

Sunset

South Weber



ZIONS PUBLIC FINANCE, INC.

**Agreement
for
Municipal Advisory Services**

THIS AGREEMENT, is being entered into as of 04/15/20 by and between Centerville City, hereinafter the "City" and ZIONS PUBLIC FINANCE, Inc., a wholly-owned subsidiary of Zions Bancorporation, N.A., hereinafter "Zions".

WITNESSETH

WHEREAS, the City desires to receive professional advice from an independent Municipal Advisor; and

WHEREAS, Zions desires to provide such advice and service to the City; and

WHEREAS, Zions is an independent Municipal Advisory firm, fully registered as such with both the Securities Exchange Commission and with the Municipal Securities Rulemaking Board; and

WHEREAS, the City desires assistance from Zions relating to the following: (check all that apply)

- X General Obligation Bonds or Other Bonds to finance cemetery project.
- X Optional Services: _____ (s) ((In the case of a market transaction))

NOW, THEREFORE, the City and Zions agree as follows:

1. Zions Public Finance acknowledges that, under this Agreement, it has a fiduciary duty to the City and agrees to act in the City's best interests. Zions agrees to provide the following services to the City as requested:

- (a) Render expert financial advice and assistance on fiscal matters pertaining to debt policies and procedures, the level and trend of fund balances, debt ratios, funding options, and the issuance and sale of the City's securities, including notes, bonds, leases, and other forms of securities or financings.

(b) Provide written advice and recommendations concerning financing structures including length of amortization, ratings and insurance, maturity schedules, interest rates, call provisions, premiums and discounts, security provisions, coverage covenants, and other terms of existing or proposed debt which Zions believes will be most satisfactory to the City's goals and objectives.

(c) Assist in the selection of other financing team members including, but not limited to, bond counsel, disclosure counsel, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants, etc. Zions will quarterback the financing team with the task of keeping team members on schedule and within budget.

(d) Work cooperatively with the City's other financing professionals to the end that securities may be legally and successfully sold and issued. All other financing professionals will be paid by the City.

(e) Advise and assist in selecting the most advantageous method of sale.

(f) If a negotiated sale is deemed most advantageous to the City, Zions will assist in soliciting and analyzing underwriter proposals, and selecting the underwriter(s). Zions will also provide advice regarding the underwriter's compensation and the appropriateness of the yields, coupons, and other terms proposed by the underwriter(s).

(g) If a competitive sale is selected, Zions will coordinate with the provider of the electronic platform and provide all information necessary to offer the securities using this method. Zions will verify the calculation of the winning bidder and restructure the maturities to provide the City with its desired payment structure.

(h) Attend meetings as requested by the City to discuss and formulate plans about proposed financings. This may include public hearings and formal meetings of the City's governing body.

(i) Assist the City in its preparation of financing documents, data, etc. as may be required by any state or federal agency, rating agencies, bond insurers and underwriters.

(j) Assist with the preparation and review of an Official Statement, or other offering documents for each security issue, setting forth financial and other information about the City and the securities being offered for sale.

(k) Participate in a "Due Diligence" meeting of the City prior to the finalization and distribution of any Official Statement in an effort to ensure full and complete disclosure of all information which could be considered "material" to any purchaser of bonds. City understands that as a condition of marketing the bonds, it will be necessary to authorize and direct its appropriate officers to execute a certificate for insertion in the Official Statement and closing documents, confirming the truth and accuracy of all information contained in the Official Statement.

(l) Deliver the Official Statement or other offering document, together with the Notice of Sale, to underwriters or potential purchasers of the City's securities.

(m) Submit information concerning the proposed financing(s) to selected rating agencies in an effort to obtain favorable ratings on the City's financings.

If requested, Zions will organize, assist in the preparation of, and participate in the City's presentations made to rating agencies, bond insurers, or investors in New York City, San Francisco, or other locations. The actual fees and related expenses of any such presentation are to be paid by the City.

(n) Coordinate the closing of the debt issue, including the transfer of funds and the delivery of the securities to the underwriter(s) or purchaser(s).

(o) Assist with post-closing compliance issues such as private use and tax-exemption issues, audits by regulators or federal agencies, arbitrage compliance, etc.

(p) Monitor market conditions to identify refunding opportunities for interest savings. Analyze purported savings in refunding proposals made by other market participants.

Optional Services

(s) Draft the Preliminary Official Statement and the Final Official Statement.

2. Zions hereby confirms that it is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board (the "MSRB"). Under MSRB Rule G-23, Zions will not serve as underwriter for any bonds to be issued in a financing for which we are acting as the City's Municipal Advisor.

Zions will not provide municipal advisory services to the City under this Agreement with respect to any commercial banking transaction between the City and Zions, including but not limited to bank loans and leases, lines of credit, liquidity facilities, letters of credit, credit cards or other forms of credit enhancement or direct purchases of the City's bonds or leases.

3. The City agrees that in consideration for the foregoing services to be performed by Zions, the City will do the following:

(a) The City will cooperate with Zions and will provide all information which is reasonably required to enable Zions to fulfill its duties to the City.

(b) The City will pass such ordinances and resolutions and perform such reasonable acts as may be necessary to assure compliance with all applicable laws, ordinances and constitutional provisions pertaining to the issuance of its securities and other related services.

(c) The City will furnish Zions with certified copies of all minutes from meetings and proceedings taken, affidavits of publications, etc., in connection with any of the securities issued by the City.

(d) The City will pay Zions for services herein outlined and other services incidental hereto in accordance with **Exhibit A** of this Agreement.

4. It is understood that the execution of this Agreement secures the services of Zions as the City's Municipal Advisor for the duration of time required to finance the General Obligation Bonds or other bonds chosen to finance the cemetery project. Either party may cancel and terminate this Agreement, for any reason, 60 days prior to any anniversary date of the Agreement. It is anticipated that the terms of the Agreement will be terminated if the ballot proposition is not approved by the voters.

5. The information used in developing forecast assumptions will be derived from published information and other sources that Zions considers appropriate. However, Zions does not assume responsibility for the accuracy of such material. Forecasts are subject to many uncertainties; therefore, Zions does not represent that any projections of growth will be representative of the results that actually will occur.

6. Zions agrees to indemnify, save harmless and defend the City from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of Zions' negligent performance hereunder as such negligence may be determined by law.

7. Zions' services consist solely in providing expert and experienced assistance to municipalities as a municipal advisor and consultant. Zions does not render any legal, accounting or actuarial advice.

8. This Agreement constitutes the entire Agreement between the parties.

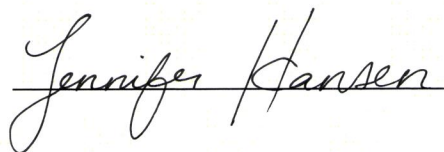
9. This Agreement shall be interpreted under the laws of and enforced in the courts of the State of Utah.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

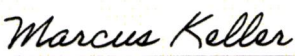
Centerville City
Davis County, UTAH

By 

ATTEST:



ZIONS PUBLIC FINANCE, Inc.
A wholly-owned subsidiary of
ZIONS BANCORPORATION, N.A.

By 
Vice President

Principal Approval

By 
Senior Vice President

**Exhibit A
FEE Schedule
For Services outlined in Section 1(a) through 1(q) of the Agreement**

General Obligation and Revenue Bonds:

*Market Transaction - \$15,000

Direct Purchase Transaction - \$12,000

**GO Bond Election Services - \$0

Optional Service:

Draft POS and OS in the case of a Market Transaction - \$5,000

*If the bond requires a rating and is sold through the public markets.

**Zions will not charge a fee for bond election services regardless of the outcome of the election. Fees may be charged if the City requests Zions to create voter information pamphlets or other marketing material. This fee will be approved by the City prior to incurring.

Exhibit B
Zions Public Finance, Inc.
Disclosure Statement of
Municipal Advisor

The Municipal Securities Rulemaking Board (MSRB) adopted Rule G-42 on December 23, 2015. It became effective on June 23, 2016. Section (b) of Rule G-42 requires all Municipal Advisors to disclose to their clients, in writing, any actual or potential material conflicts of interest, including with respect to certain specifically identified categories in Rule G-42, if applicable. Zions Public Finance, Inc. (hereinafter "Zions") makes the disclosures set forth below with respect to material actual or potential conflicts of interest in connection with our Agreement for Municipal Advisory Services (the "Agreement") dated 3/18/2021 with City, together with an explanation of how Zions addresses, or intends to manage or mitigate each conflict.

Conflicts of Interest

With respect to each actual or potential conflict disclosed below, Zions mitigates such conflicts through adherence to our fiduciary duty to City, which includes a duty of loyalty in performing all municipal advisory activities for City. This duty of loyalty obligates Zions to deal honestly and with the utmost good faith with City and to act in City's best interests without regard to Zions' financial or other interests. Because Zions is part of a much larger banking organization, our profitability is not dependent on maximizing short-term revenues generated from our municipal advisory activities, but instead is dependent on long-term profitability built on a foundation of integrity, quality service, and strict adherence to our fiduciary duty.

In connection with the issuance of municipal securities, Zions may receive compensation from City for services rendered which may be contingent upon the successful closing of a transaction, and/or where our compensation may be based in whole or in part on the size of the transaction. In other situations, our compensation may be based upon an hourly rate or rates. In still other situations, our compensation may be based upon an annual retainer or a fixed fee for a given project.

Consistent with Rule G-42, Zions hereby discloses that each of these methods of compensation may present a potential conflict of interest regarding our ability to provide unbiased advice to enter into such transaction.

For example, fees that are (i) dependent upon the size of and successful closing of a transaction could create an incentive for Zions to recommend unnecessary, oversized, or disadvantageous financings in order to increase our compensation; (ii) based upon an hourly rate could create an incentive for Zions to recommend alternatives that result in greater hours worked; and (iii) based upon an annual retainer or fixed fee could incentivize Zions to recommend less time-consuming alternatives or fail to do a more thorough analysis of alternatives.

In each case, Zions represents that the potential conflict of interest relating to compensation will not impair our ability to render unbiased and competent advice or to fulfill our fiduciary duty as described above to City.

Also, Zions has numerous municipal advisory relationships with various governmental entities that may from time to time have interests that could have a direct or indirect impact on City's interests. For example, Zions' other municipal advisory clients may from time to time, and depending on specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Zions could potentially face a conflict of interest arising from these competing client interests.

In addition to serving as municipal advisor to City, Zions may, from time to time, serve as a municipal advisor to a conduit borrower. In such event, City and the conduit borrower may have conflicting interests with regard to fees, terms of the issuance, and other matters. In addition to the general mitigations described above, Zions will mitigate any such potential conflict through full written disclosure to both the conduit borrower and City in a timely manner.

As a part of ZIONS BANCORPORATION, N.A., a nationally-chartered banking organization, Zions has many affiliated businesses that have provided, or desire to provide, services to governmental entities, including City.

These affiliates include:

- Zions Bank Corporate Trust, a division of ZIONS BANCORPORATION, N.A, and an entity related to Zions ("Corporate Trust"), offers corporate trustee and custodial services to municipal issuers and obligated persons. If a client engages in these services, it is done directly with Corporate Trust under a separate engagement.
- Zions Capital Advisor Institutional Liquidity Management ("ZCA"), an affiliate and SEC registered investment advisor provides discretionary money management to institutional clients for a fee. If the client engages ZCA for these services, they will be dealing directly with ZCA under their own agreement and disclosures.
- Zions Bank Capital Markets, an affiliated bank dealer, provides underwriting and dealer services to institutional clients including municipal issuers. Additionally, the dealer may take positions or underwrite securities for other municipal issuers.
- Zions Bank, a division of ZIONS BANCORPORATION, N.A, provides traditional banking services to municipal clients through their branch locations and treasury departments. Any products or services offered are subject to the terms and conditions of the bank agreement for the engagement.

Corporate Trust is the only affiliate that may be expected to provide services that are directly related to the Municipal Advisory activities to be provided by Zions within the scope of services under the Agreement. Corporate Trust acts as a Paying Agent, Registrar, Trustee, and Escrow Agent to municipal clients on municipal financings. Corporate Trust's desire to do business with City could create an incentive for Zions to recommend a course of action that increases the level of City's business activity with this affiliate. In addition to the general mitigations described above, in the event that Zions makes a recommendation to City that could influence the level of business with Corporate Trust, Zions will consider alternatives to such recommendations which will be disclosed to City along with the potential impact such recommendations and alternatives would have on City and the affiliate.

As further described below, Zions Bank, an affiliate of Zions, may from time to time make bank loans to, or purchase leases or securities from, the City, which such loans and purchases are expressly excluded from the scope of the Agreement.

After reviewing our list of existing client relationships and upcoming transactions, we cannot identify any existing material conflicts of interest that would prevent us from serving City's best interests. If Zions becomes aware of any additional potential or actual conflicts of interest after this initial disclosure, Zions will proactively disclose the detailed information, in writing, to City in a timely manner.

Legal or Disciplinary Events

Zions does not have any legal events or disciplinary history on Zions' Form MA and/or Form MA-I. These forms include information about any criminal actions, regulatory actions, investigations, terminations, judgements, liens, civil judicial actions, customer complaints, arbitrations and civil litigation when they occur. Each of Zions' most recent Form MA and Form MA-I filed with the SEC may be accessed electronically on the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Zions, Zions will provide complete disclosure to you in detail, allowing you to evaluate Zions, its management and personnel.

Contract Exemption for Bank Products and Direct Purchases

In our proposed Municipal Advisory Agreement, there is a provision that specifically excludes from the Agreement any commercial banking transactions with, and leases or securities purchased from the City.

When the City determines that it would like one of Zions' affiliates to directly engage in a commercial banking transaction, or purchase a lease or municipal security from the City, and provided that Zions has not previously provided any advice to the City regarding such transaction, Zions will deliver to the City an additional disclosure document indicating that (a) Zions and its personnel: (i) will not be serving as the City's municipal advisor; (ii) will not owe a fiduciary duty to the City pursuant to Section 15B of the Securities Exchange Act of 1934 regarding that transaction; and (iii) will have interests conflicting with the City; (b) all Zions (or affiliate) personnel the City deals with in such a transaction will be acting and serving as part of the affiliate's team and not on behalf of the City; (c) Zions may bill the City for standard fees in connection with such transaction, but will not bill the City for any municipal advisory fees since it won't be performing a municipal advisory function for the City with respect thereto; and (d) the City may wish to discuss information or material provided in connection with such transaction with an internal or external expert.

If Zions has previously provided any advice to you regarding the loan, lease, or security in question, our affiliates will not be allowed to purchase the transaction.

MSRB Rule G-42 specifically exempts these transactions that are less than \$1 million in par value from the prohibition on advice. Therefore, if the transaction is less than \$1 million, Zions is allowed to provide advice on the transaction, even if it is purchased by one of our affiliates.

MSRB Rule G-10: Formal Complaints

The MSRB adopted a revision of its Rule G-10 in which all Municipal Advisors are now required to provide their clients a notice which provides information regarding the process for filing formal complaints.

Zions Public Finance, Inc. is registered as a municipal advisor with the SEC (Securities Exchange Commission) and the MSRB, as required by section 15B of the Securities Exchange Act. The MSRB protects investors, state and local governments and other municipal entities, and the public interest, by regulating municipal securities firms, banks and municipal advisors that engage in municipal securities and advisory activities.

Additional information about the protections provided by MSRB Rules as well as procedures to file a formal complaint surrounding any suspected violation or unfair practice by a regulated entity, may be found in the MSRB's Investor Brochure located at www.msrb.org.

Minutes of the Centerville **City Council** meeting held Tuesday, August 3, 2021, at 7:00 p.m. with participants present at Centerville City Hall, 250 North Main Street, and electronically via Zoom.

MEMBERS PRESENT

Mayor Clark Wilkinson

Council Members Tamilyn Fillmore
William Ince
Stephanie Ivie
George McEwan
Robyn Mecham

STAFF PRESENT

Brant Hanson, City Manager
Lisa Romney, City Attorney
Jennifer Hansen, City Recorder
Jacob Smith, Administrative Services Director
Kevin Campbell, City Engineer
Nate Plaizier, Finance Director
Mike Carlson, Public Works Director
Bryce King, Recreation Coordinator
Paul Child, Centerville Police Chief

VISITORS

Marcus Keller, Zions Public Finance
Larry Wright
David Flowers
Adam Herbets

PRAYER OR THOUGHT

Councilmember Fillmore

PLEDGE OF ALLEGIANCE

OPEN SESSION

David Flowers – Mr. Flowers said he moved to Centerville about 22 years ago and loved the community. He questioned the use of the Centerville Cares Facebook page for campaign purposes. Mr. Flowers said he expected honesty and fair play from elected officials, and challenged the City Council to investigate if City property was used inappropriately.

Councilmember McEwan stated he believed it was unfortunate Centerville Cares and the Community Foundation were used for campaign purposes, and **moved** to place discussion of the issue on an emergency agenda within 24 hours. Councilmember Ince suggested more than 24 hours would be necessary. Councilmember McEwan **revised the motion** to direct staff to place discussion of the issue brought up by Mr. Flowers on an emergency agenda on Friday at 5:00 p.m., or Saturday morning, schedules dependent. Councilmember Ince seconded the revised motion, which passed by unanimous vote (5-0).

GENERAL OBLIGATION BOND ELECTION FOR CEMETERY BOND

The City Council directed staff to pursue a ballot proposition for the upcoming municipal election to obtain input from voters on whether to bond for a new or expanded cemetery. On June 15, 2021, the City Council entered into an agreement with Zions Public Finance, Inc. for Municipal Advisory Services for assistance and financial services regarding proposed ballot proposition and

1 bonding for the cemetery project. Finance Director Nate Plaizier presented three potential General
2 Obligation Bond scenarios provided by Zions Public Finance, with terms of 15, 20, and 25 years,
3 and the following estimated annual impact on the average \$400,000 FMV home. He stated staff
4 recommended the Council adopt a resolution to place a bond with a term of 20 years on the ballot.

5
6 Estimated Annual Impact on the Average \$400,000 FMV Home:

7 15 year - \$84.28

8 20 year - \$66.76

9 25 year - \$56.46

10
11 Marcus Keller with Zions Public Finance further explained the recommendation to adopt
12 a resolution to initiate the bond election process for a General Obligation Bond for up to \$7 million
13 to be used toward a cemetery project. He answered questions from the Council, and explained
14 the obligation would likely include a 9–10-year call feature. Councilmember McEwan said he
15 believed a 25-year term seemed the most reasonable approach, and asked how long potential
16 cemetery space would be available. Mr. Hanson responded the amount of time it would take to
17 fill potential spaces would depend on policy set by the Council. Given the number of property tax
18 increases already initiated by entities all over the County in 2021, Councilmember McEwan said
19 he felt a 25-year term would have the best chance of success on the ballot.

20
21 Mr. Plaizier stated the average market value of a home in Centerville as provided by the
22 County was \$414,000. Councilmember Ince said an average value of \$400,000 did not seem
23 realistic to him given the current market. Mr. Hanson explained the value on the ballot could be
24 increased or decreased as desired by the Council, with the impact adjusted accordingly. The
25 Council discussed possibly listing the annual impact per \$100,000 in home value. Mr. Keller said
26 he suspected from what he had seen done throughout the State, that using a \$100,000 value may
27 give the impression the Council was trying to make the impact appear lower. Mr. Hanson
28 suggested using \$500,000 FMV if \$400,000 seemed too low.

29
30 Councilmember McEwan **moved** to adopt Resolution No. 2021-31 as presented.
31 Councilmember Ince seconded the motion. He repeated his concern that \$400,000 was not a
32 realistic average market value. Mr. Plaizier clarified that \$414,000 represented average taxable
33 value, not market value. Councilmember Ince stated he had been under the impression the
34 intention of the ballot proposition was to gauge citizen interest in bonding for additional cemetery
35 space, not to seek approval.

36
37 Ms. Romney recommended the Council follow staff advice and go with standard industry
38 practice of using the average \$400,000 home value. Councilmember McEwan **withdrew his**
39 **motion**. Councilmember McEwan **moved** to approve Resolution No. 2021-31, amending the term
40 to be 26 years with the associated tax impact. Councilmember Ivie seconded the motion, which
41 passed by unanimous vote (5-0).

42
43 Mr. Plaizier presented a cemetery profitability analysis, explained factors that would
44 influence profitability, and commented that policy set by the Council would influence how quickly
45 burial spaces would sell.

46
47 **CDBG GRANT APPLICATION FOR ADA PEDESTRIAN RAMPS**

48
49 Centerville City applied to the Davis County 2021 CDBG Program to receive funding for
50 improvements to ADA pedestrian ramps within the City. As part of the application process, a
51 resolution from the governing body indicating support for the ADA pedestrian ramp project, as
52 well as support for applying for CDBG Program funds was required. Ms. Romney recommended
53 approval of proposed Resolution No. 2021-32. Administrative Services Director Jacob Smith

1 explained the grant was already approved for \$75,000 with a \$75,000 match from the City. Mr.
2 Campbell estimated one-third to one-half of the pedestrian ramps within Centerville were currently
3 ADA compliant. Councilmember Mecham commented from experience that the newer ADA ramps
4 were very slick when cold and wet. Mr. Campbell responded that a brick material could be used
5 instead of the plastic material.
6

7 Councilmember Ince **moved** to approve Resolution No. 2021-32 supporting the ADA
8 pedestrian ramp project and submitting an application to Davis County for 2021 CDBG Program
9 funds. Councilmember Mecham seconded the motion, which passed by unanimous vote (5-0).
10

11 **MUNICIPAL CODE AMENDMENTS – GOLF CARTS – CMC 14.07.240**

12

13 At the last City Council meeting the Council directed Staff to prepare an ordinance allowing
14 golf carts on City streets in accordance with recent State law amendments set forth in HB 184
15 (2020). Pursuant to Utah Code 41-6a-1510, a municipality may, by ordinance, allow a person to
16 operate a golf cart on specified highways under the jurisdiction of the municipality and to set forth
17 sufficient parameters regarding such operation. Mr. Romney presented proposed Ordinance No.
18 2021-17 prepared for that purpose. Golf carts would be permitted to operate on City streets posted
19 25 miles per hour or less.
20

21 Police Chief Child stated that as existing law was written, golf carts would be allowed to
22 operate on sidewalks unless expressly prohibited in the proposed ordinance. He recommended
23 the Council disallow operation of golf carts on sidewalks. The Chief expressed concern related to
24 potential speeds and stability of golf carts, and said he did not recommend adopting the proposed
25 ordinance. Chief Child said he would not be as opposed to the ordinance if golf carts were only
26 allowed on residential streets and not allowed to cross streets like 400 East or Main Street. Staff
27 shared regulations in cities that had a golf course. Councilmember McEwan said he would be
28 interested in hearing regulations in cities without a golf course. Councilmember Fillmore said she
29 agreed with continuing to gather information in order to mitigate potential issues, and spoke of
30 the many different modes of transportation on city streets. Councilmember Mecham said she
31 would want to look more at the age limit.
32

33 Councilmember McEwan **moved** to table Ordinance No. 2021-17 referencing golf carts
34 for up to two calendar months. Councilmember Mecham seconded the motion, which passed by
35 unanimous vote (5-0).
36

37 **MINUTES REVIEW AND ACCEPTANCE**

38

39 Minutes of the July 8, 2021 Closed Session, and July 20, 2021 Work Session and Council
40 Meeting were reviewed. Councilmember McEwan **moved** to accept the minutes as recorded.
41 Councilmember Ivie seconded the motion, which passed by unanimous vote (5-0).
42

43 **CITY COUNCIL REPORT**

44

45 Councilmember Ivie reported the Whitaker Museum phone tour was available to the public
46 as of May 1, 2021, and encouraged Councilmembers to stop by the Museum.
47

48 **MAYOR'S REPORT**

49

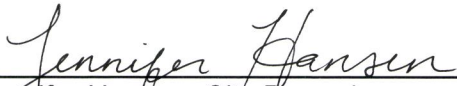
- 50 • Mayor Wilkinson spoke of the need to continue encouraging water conservation.
- 51 • The Mayor reported on visits to businesses in the City.
- 52 • Mayor Wilkinson expressed appreciation to all those who helped with relocating
- 53 residents from the former mobile home park.

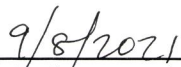
CITY MANAGER'S REPORT

- Mr. Hanson suggested diverting the \$48,000 budgeted for a Police Department compensation study to fund pay raises for the officers. He recommended Administrative Services Director Jacob Smith review compensation in the department versus compensation in comparable departments throughout the State, and make recommendations for fair compensation.

CLOSED SESSION AND ADJOURNMENT

At 8:43 p.m., Councilmember McEwan **moved** to go into closed session in Council Chambers, following a break, for the purpose of discussing the purchase of real property, and adjourn from there. Councilmember Mecham seconded the motion, which passed by unanimous vote (5-0). In attendance in person or electronically were: Clark Wilkinson, Mayor; Councilmembers Fillmore, Ince, Ivie, McEwan, and Mecham; Brant Hanson, City Manager; Lisa Romney, City Attorney; Jennifer Hansen, City Recorder; Jacob Smith, Administrative Services Director; Mike Carlson, Public Works Director; and Kevin Campbell, City Engineer.


Jennifer Hansen, City Recorder


Date Approved


Katie Rust, Recording Secretary



1 Minutes of the Centerville **City Council work session** held Tuesday, March 2, 2021 at 5:30 p.m.
2 with participants present electronically via Zoom and streamed on YouTube due to infectious
3 disease COVID-19.

4
5 **MEMBERS PRESENT**

6
7 Mayor Clark Wilkinson

8
9 Council Members Tamilyn Fillmore
10 William Ince
11 Stephanie Ivie
12 George McEwan
13 Robyn Mecham

14
15 **STAFF PRESENT**

16 Brant Hanson, City Manager
17 Lisa Romney, City Attorney
18 Janet Denison, City Recorder
19 Jacob Smith, Administrative Services Director
20 Kevin Campbell, City Engineer

21 **DETERMINATION**

22 Mayor Wilkinson read aloud a determination regarding
23 electronic meetings without an anchor location due to
24 COVID-19

25 **FY2022 BUDGET**

26
27 Administrative Services Director Jacob Smith gave an overview of estimated General
28 Fund revenue and expenses for FY2022, and answered questions from the Council. He presented
29 a schedule for FY2022 Budget discussions and public hearings.

30
31 **TRUTH-IN-TAXATION PROPERTY TAX INCREASE DISCUSSION**

32
33 Mr. Smith showed property tax rate history for 2003-2020. City Manager Brant Hanson
34 stated truth-in-taxation for FY2022 would need to occur no later than September of 2021. He
35 spoke of a previous Council discussion regarding the possibility of going through truth-in-taxation
36 every year to provide a more stable revenue base for the City. Councilmember Ince said he
37 wanted to move forward with a cemetery ballot initiative to know the level of citizen support.
38 Councilmember McEwan said he would want to see voter response on a ballot proposition to
39 know what a truth-in-taxation hearing would generate in terms of a potential bond issue. City
40 Attorney Lisa Romney commented that the ballot proposition would make a property tax increase
41 necessary.

42
43 Councilmember Fillmore expressed the opinion that the City should go through truth-in-
44 taxation every year for the process to become more familiar and accepted. She stated a property
45 tax increase was necessary to continue providing a desired level of service, separate from the
46 cemetery issue. Councilmember McEwan said he did not have a problem with holding a truth-in-
47 taxation hearing, but emphasized that the amount and purposes would need to be known. He
48 said he agreed that a property tax increase for level of service, and a cemetery ballot initiative
49 were independent. Mayor Wilkinson said he agreed a property tax increase in FY2022 would be
50 for capital needs.

1 Ms. Romney explained deadlines associated with the truth-in-taxation process.
2 Councilmember Fillmore suggested an annual truth-in-taxation process would make the idea of a
3 property tax increase less of a political issue in the minds of the citizens. Councilmember McEwan
4 said he would want truth-in-taxation for FY2022 to be as separate from a cemetery ballot initiative
5 as possible.
6

7 Councilmember Mecham said she was not comfortable with a property tax increase in
8 FY2022 with so many citizens struggling under current conditions. She said that because of
9 federal CARES Act money, the City had been able to accomplish many things that needed to be
10 done, the City's reserve balance was more healthy than previous years, and she would not
11 support a property tax increase for FY2022. Mr. Hanson spoke of increased ongoing City
12 expenses, and commented that the reserve balance was not healthy enough to draw on for one-
13 time expenses. He stated the only way to continue providing the same level of service with
14 inflation was to increase revenues, and the only revenue source over which the City had control
15 was the property tax rate.
16

17 Councilmember McEwan commented that implementing the truth-in-taxation process did
18 not automatically mean a property tax increase would happen. Councilmember Mecham said she
19 would not want to even hold a truth-in-taxation hearing, and said she did not think it would feel
20 right for the City to ask for more money when the federal government was recognizing people
21 were struggling by providing stimulus checks. Councilmember McEwan responded that citizens
22 still wanted the City to provide a certain level of service. Councilmember Ivie said it was important
23 to be sensitive to the citizens who were struggling. Councilmember Fillmore said she agreed it
24 was important to be sensitive, and said she would only support a property tax increase that
25 allowed the City to maintain the current level of service.
26

27 Councilmember Ince referred to some of the City's capital needs. Mr. Hanson commented
28 that City services were currently subsidized by sales tax revenues, which were less stable than
29 property tax revenues. Responding to a question from Councilmember McEwan, Mr. Smith said
30 he believed property tax abatements were done at the County level.
31

32 Councilmember Ince commented that the Council chose not to initiate truth-in-taxation last
33 year because it was a difficult year with COVID-19, and said he remembered committing to
34 following through with the process for FY2022. Councilmember McEwan said he agreed
35 considering a property tax increase was the responsible thing to do.
36

37 Mr. Smith stated a 5% property tax increase would generate approximately \$70,000 –
38 almost enough for two new police vehicles. Councilmember Ince said he understood the
39 reasoning behind a small annual increase, but said he would be more inclined to support a slightly
40 higher increase every other year. Since the Council had not approved a property tax increase for
41 four years, he suggested a 10% increase. Councilmember Fillmore expressed support for a 10%
42 increase at a minimum. She recognized the need to consider those on fixed incomes. The
43 increased cost of living in Centerville was discussed.
44

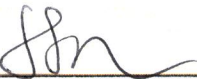
45 Mr. Hanson said Staff would prepare the FY2022 Budget, including a list of expenses that
46 could be funded by a 10% property tax increase. Councilmember McEwan suggested Staff
47 recommend a different percent increase if they found something other than 10% would make
48 sense with the City's needs. Councilmember Mecham said she agreed the City needed more
49 revenue to provide services the citizens wanted, but said she thought it was a hard year to do a
50 property tax increase. She expressed the opinion that the City needed to be careful to approve
51 commercial projects that would increase sales tax revenue.

CEMETERY FUNDING AND BALLOT INITIATIVE DISCUSSION

City Attorney Lisa Romney explained that a ballot proposition for bonding for a cemetery would have a budget impact, and would take Staff time to prepare. She encouraged a Council decision as soon as possible. A majority of Councilmembers expressed support for moving forward with a ballot proposition. Mr. Hanson said Staff would move forward.

ADJOURNMENT

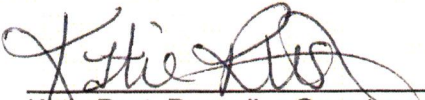
At 6:55 p.m., Councilmember Ivie moved to adjourn the work session. Councilmember Ince seconded the motion, which passed by unanimous vote (5-0).



Janet Denison, City Recorder

Mar 16 2021

Date Approved



Katie Rust, Recording Secretary



1 Minutes of the Centerville **City Council work session** held Tuesday, January 19, 2021 at 5:30
2 p.m. with participants present electronically via Zoom and streamed on YouTube due to infectious
3 disease COVID-19.

4
5 **MEMBERS PRESENT**

6
7 Mayor Clark Wilkinson

8
9 Council Members Tamilyn Fillmore
10 William Ince
11 Stephanie Ivie
12 George McEwan
13 Robyn Mecham

14
15 **STAFF PRESENT**

16 Brant Hanson, City Manager
17 Lisa Romney, City Attorney
18 Janet Denison, City Recorder
19 Paul Child, Centerville Police Chief
20 Bruce Cox, Parks and Recreation Director
21 Cory Snyder, Community Development Director
22 Jacob Smith, Administrative Services Director
23 Kevin Campbell, City Engineer

24 **VISITOR**

Karla Sorensen

25
26 **DETERMINATION**

27 Mayor Wilkinson read aloud a determination regarding
28 *electronic meetings without an anchor location* due to
29 COVID-19

30 **CEMETERY HEADSTONE DISCUSSION**

31
32 The Council recently received a request from a citizen to reconsider the ban on upright
33 headstones at the Centerville Cemetery. Bruce Cox, Parks and Recreation Director, explained
34 the previous suggestion from Staff that resulted in approval of the resolution in 2018 requiring flat
35 headstones – to preserve space for maintenance equipment to maneuver around the cemetery,
36 and possibly provide additional burial sites by utilizing space between known sites. Mr. Cox
37 reminded the Council that the City had records for 40 individuals buried in the Centerville
38 Cemetery between 1848 - 1975 with exact burial locations unknown. He stated that, in utilizing
39 space between existing burial sites, remains of the 40 individuals would most likely be unearthed.
40 *Mr. Cox recommended against disturbing the final resting places of the 40 individuals. He*
41 *expressed the opinion that the few additional sites that might be made available would not justify*
42 *the disturbance or expense involved. Multiple Councilmembers stated they thought the decision*
43 *had already been made to not disturb the unmarked graves.*

44
45 Brant Hanson, City Manager, stated Staff recommended the Council repeal the 2018
46 resolution banning upright headstones, and abandon attempts to find additional burial spaces
47 between known marked burial sites.

48
49 Councilmember Ince stated he would lean toward continuing with efforts to find additional
50 burial space between known burial sites, and continuing to ban upright headstones.

1 Councilmember Ivie said she was concerned about the Cemetery, and would love to find more
2 burial spaces, but she did not think it would be wise to go looking for more given the ambiguity of
3 what was already there. She said she thought the Council had already given direction to Staff to
4 bring back recommendations for a niche wall.

5
6 Mr. Cox described the respectful process Staff followed if remains were found when a
7 burial site was excavated. Councilmember McEwan said he voted against the 2018 resolution
8 because he believed burial markers gave character to a cemetery. He said he was in favor of not
9 attempting to find more space in the Cemetery, and either declaring Centerville was no longer in
10 the business of providing new burial spaces, or look for new land to purchase and develop as a
11 cemetery with a bond arrangement. Mr. Cox pointed out the Cemetery had many unoccupied
12 burial spaces that had been purchased but not yet utilized. Space for maintenance and excavating
13 equipment would continue to be necessary for many years.

14
15 Councilmember Fillmore said she was in favor of not attempting to find more burial spaces
16 between existing spaces, and in favor of repealing the 2018 resolution. Councilmember Mecham
17 expressed agreement. Councilmember Fillmore said she had thought the Council had already
18 given direction to move forward with a niche wall, and said she would like information presented
19 to the Council as soon as possible.

20
21 A majority of the Council indicated they were in agreement that the Centerville Cemetery
22 had no new burial spaces available. Mayor Wilkinson said he had already considered the
23 Cemetery full and had been looking into new options for years. Mr. Hanson said Staff would
24 prepare language to repeal the 2018 resolution, and bring a recommendation regarding a niche
25 wall to the next Council meeting.

26 27 **CEMETERY FUNDING AND BALLOT INITIATIVE DISCUSSION**

28
29 City Engineer Kevin Campbell showed an overhead image of hillside property owned by
30 Centerville City, and stated that, on a conceptual level, approximately five acres of land in the
31 "bowl" area could have the same approximate slope as the existing Centerville Cemetery. The
32 existing Cemetery was approximately seven acres. He estimated \$3 million would be needed to
33 improve the area. Councilmember Fillmore said she would want to look into the possibility of
34 xeriscape landscaping if hillside space were used for a cemetery. Councilmember Mecham said
35 she believed many community members would be unhappy with the idea of converting the bowl
36 area to cemetery space. She commented that a cemetery focus-group previously identified
37 hillside property near Twin Hollow Park in Bountiful as possible cemetery space.

38
39 Councilmember McEwan asked if owners of hillside property currently unable to develop
40 their land because of City restrictions would be able to argue that they should be able to develop
41 their land if the City developed a cemetery on the hillside. Cory Snyder, Community Development
42 Director, said there were not many large privately-owned parcels of land along the hillside. He
43 suggested creating access to the subject area would be the biggest problem. Councilmember Ivie
44 asked how the City's drinking water supply from the bowl area would be affected if the land were
45 used for burials. Mr. Cox responded the water supply would not be negatively affected. Mr.
46 Campbell commented that the existing Cemetery was within a wellhead protection zone.
47 Responding to Councilmember McEwan's question, Mr. Campbell explained that private hillside
48 property owners would be subject to different development restrictions from the State than the
49 City would for a cemetery. He commented that electrical connections were available at the Island
50 View Reservoir. He said he agreed with Councilmember Fillmore's suggestion to utilize xeriscape
51 landscaping. Mr. Cox suggested the possibility of utilizing solar power on the site. Mr. Snyder

1 pointed out that xeriscape landscaping would likely have a higher installation cost than turf, with
2 the benefit of greater longevity. Mr. Campbell added that irrigation at that elevation would soak
3 through and return to City wells.
4

5 Mayor Wilkinson emphasized a desire to look at all possibilities, and mentioned the option
6 of bonding and purchasing private property for a new cemetery, acknowledging the possibility that
7 eminent domain may become necessary in that scenario. Councilmember Ivie stated she was in
8 no way interested in exercising eminent domain. Mr. Hanson shared estimated costs of bonding
9 for new cemetery space, and stated that available parcels of land appropriate for cemetery use
10 within the City were extremely limited.
11

12 Police Chief Paul Child said he believed the Council needed to be aware of the need the
13 City would have in coming years for a new Police Station. He said Kaysville City recently built a
14 station comparable to what Centerville would need for around \$5 million. Mr. Hanson agreed Staff
15 and the Council needed to discuss and prioritize infrastructure and facility needs with the goal of
16 keeping property tax rates as low as feasibly possible.
17

18 Mr. Cox commented that a second cemetery would necessitate the addition of one or two
19 year-round full-time City employees, as well as additional seasonal employees. Councilmember
20 Mecham commented that, if being buried in Centerville was important enough to community
21 members to vote in favor of a bond initiative, the cost of the burial sites at the new cemetery
22 should be much higher than had been charged at the existing cemetery. Councilmember Fillmore
23 said she agreed. Mr. Hanson said he believed it would not be to the City's advantage to price the
24 *burial sites so high that not all residents in the City would be able to afford them.* Councilmember
25 McEwan said he agreed that if a community offered the service, it should be affordable to
26 everyone in the community. Mr. Cox commented that a variety of product types could be offered
27 within one cemetery.
28

29 Mr. Hanson requested Council feedback regarding which direction to pursue.
30 Councilmember McEwan said he would like the cemetery issue prepared for a ballot initiative,
31 and possibly the police station issue as well. Councilmember Fillmore responded she did not
32 consider the two issues to be comparable because the cemetery would generate revenue and
33 possibly pay for itself over time, and the police station would not. She expressed a desire for the
34 cemetery discussions to continue in a timely manner to be ready for a November ballot.
35 Councilmember Ivie stated that, as much as she wanted more cemetery space, she would not be
36 willing to use eminent domain.
37

38 TRUTH IN TAXATION

39
40 The Council decided to discuss this issue at a future meeting.
41

42 ADJOURNMENT

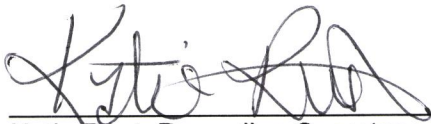
43
44 At 7:03 p.m., Councilmember Ince **moved** to adjourn the work session, and
45 Councilmember Ivie seconded the motion. The motion passed by unanimous vote (5-0).
46

47
48 
49 _____
50 Janet Denison, City Recorder

Feb. 2, 2021

Date Approved

1
2
3
4
5


Katie Rust, Recording Secretary



OFFICIAL BALLOT PROPOSITION FOR THE CENTERVILLE CITY, UTAH SPECIAL BOND ELECTION

PROPOSITION

Shall the City Council (the "Council") of Centerville City, Utah (the "City"), be authorized to issue General Obligation Bonds (the "Bonds") in a principal amount not to exceed Seven Million Dollars (\$7,000,000) for the purpose of paying all or a portion of the costs of a City Cemetery, purchase of land, renovations and related improvements; said Bonds to be due and payable in not to exceed twenty-six (26) years from the date of issuance of the Bonds?

Property Tax Cost of Bonds: If the Bonds are issued as planned, an annual property tax sufficient to pay debt service on the Bonds will be required over a period of twenty-six (26) years in the estimated amount of \$56.46 per year on a \$400,000 primary residence and in the estimated amount of \$102.65 per year on a business or secondary residence having the same value.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the City may be required to levy to pay debt service on the Bonds. The City is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in the City.

- ☐ **FOR THE ISSUANCE OF BONDS (YES)**
- ☐ **AGAINST THE ISSUANCE OF BONDS (NO)**

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 7.

Title: Justice Court Staffing

Initiated By: Jacob Smith, Administrative Services Director

Staff Representative: Jacob Smith, Administrative Services Director

SUBJECT:

Discussion of Justice Court staffing

RECOMMENDATION:

Transition one part-time clerk position to one full-time clerk position increasing the hours from 24 hours a week to 40 hours a week while reducing the hours from the other part-time clerk position from 24 hours a week to eight hours a week to assist on court days.

BACKGROUND:

The Justice Court has been through a lot of changes in the past 5 years with a shift from paper to digital/scanned forms, online payment processing, and now court sessions being conducted via Webex due to the recent pandemic.

The shift in workload has necessitated a reduction in force over the years – mostly done through attrition. Currently, the Justice Court is staffed by a part-time Judge, full-time Court Supervisor and two part-time Court Clerks. Not including the judge, the Justice Court is run with 2.3 FTEs at 4,784 hours/year.

At current staffing levels, personnel costs (including salaries, retirement, insurance, etc.) are about 220,000/year. These costs are fully funded by court revenues which are comingled within the General Fund.

Over the past 3 years, our Court Supervisor has had to hire and train 5 new part-time court clerks. Four of our part-time court clerks left for a full-time and/or better paying position elsewhere. It takes about 6 months to train a court clerk to the point where they can function on their own. The constant turnover of court clerks and the 6-month training period has resulted in scheduling conflicts for our Court Supervisor as she is unable to take time off as well as an increased workload due to constantly training.

Temporary Measures

To help our Court Supervisor so she can schedule time off, and avoid costly overtime hours, we have reduced the open hours of our Justice Court to about 30 hours a week – from 9am to 3pm except on court days.

76% of calls and visits are made between the hours of 9am and 3pm. The remaining 24% (8-9am and 3-5pm) are called back. The remaining 3 hours of work time are used to take time off, train, catch up on paperwork, etc.

Current Situation and Proposal

Our most recent hire within the Justice Court has accepted a better paying job elsewhere and again, our Court

Supervisor will need to hire and train another Court Clerk.

Proposal

To make the position more attractive and to hire someone with prior experience, I propose we transition one part-time clerk position to one full-time clerk position increasing the hours from 24 hours a week to 40 hours a week while reducing the hours from the other part-time clerk position from 24 hours a week to eight hours a week to assist on court days.

Two full-time, fully trained court employees will ensure a stable working environment, cross-training and support, longevity, improved morale and productivity, and provide the flexibility both employees need to take necessary and recreational time off. In addition, once both employees are fully trained, Court can resume regular hours, take on more cases as workload will have returned to normal (no more new-hire training), and be better prepared to resume live court sessions.

The Justice Court will go from 2.3 FTEs to 2.2 FTEs and from 4,784 hours to 4,560 hours. The cost of personnel will increase from \$219,042/year to \$239,691/year – an increase of \$20,649/year. For the current fiscal year, this will require an increase in the personnel budget of \$8,604. The increase is assuming the new employee will want full, family benefits.

ATTACHMENTS:

1. Justice Court Staffing Memo
2. Judge Miller Support

Justice Court Staffing

The Justice Court has been through a lot of changes in the past 5 years with a shift from paper to digital/scanned forms, online payment processing, and now court sessions being conducted via Webex due to the recent pandemic.

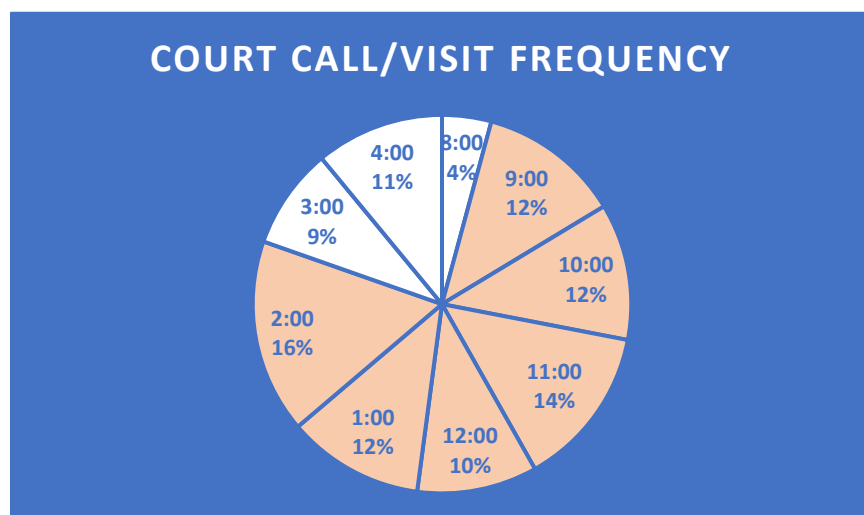
The shift in workload has necessitated a reduction in force over the years – mostly done through attrition. Currently, the Justice Court is staffed by a part-time Judge, full-time Court Supervisor and two part-time Court Clerks. Not including the judge, the Justice Court is run with 2.3 FTEs at 4,784 hours/year.

At current staffing levels, personnel costs (including salaries, retirement, insurance, etc.) are about 220,000/year. These costs are funded by court revenues which are comingled within the General Fund.

Over the past 3 years, our Court Supervisor has had to hire and train 5 new part-time court clerks. Four of our part-time court clerks left for a full-time and/or better paying position elsewhere. It takes about 6 months to train a court clerk to the point where they can function on their own. The constant turnover of court clerks and the 6-month training period has resulted in scheduling conflicts for our Court Supervisor as she is unable to take time off as well as an increased workload due to constantly training.

Temporary Measures

To help our Court Supervisor so she can schedule time off, and avoid costly overtime hours, we have reduced the open hours of our Justice Court to about 30 hours a week – from 9am to 3pm except on court days. The following chart shows the percentage of calls and visits made to the court between 8am and 5pm at the hourly increments.



76% of calls and visits are made between the hours of 9am and 3pm. The remaining 24% (8-9am and 3-5pm) are called back. The remaining 3 hours of work time are used to take time off, train, catch up on paperwork, etc.

Current Situation and Proposal

Our most recent hire within the Justice Court has accepted a better paying job elsewhere and again, our Court Supervisor will need to hire and train another Court Clerk.

Proposal

To make the position more attractive and to hire someone with prior experience, I propose we consolidate the two part-time clerk positions into a single full-time/benefited court clerk position and retain our part-time clerk to help on court days (currently Thursdays).

Two full-time, fully trained court employees will ensure a stable working environment, cross-training and support, longevity, improved morale and productivity, and provide the flexibility both employees need to take necessary and recreational time off. In addition, once both employees are fully trained, Court can resume regular hours, take on more cases as workload will have returned to normal (no more new-hire training), and be better prepared to resume live court sessions.

The Justice Court will go from 2.3 FTEs to 2.2 FTEs and from 4,784 hours to 4,560 hours. The cost of personnel will increase from 219,042/year to 239,691/year – an increase of 20,649/year. For the current fiscal year, this will require an increase in the personnel budget of 8,604. The increase is assuming the new employee will want full, family benefits.

Current Personnel Costs

Position	HOURLY	HOURS	Salary	Retirement	FICA	HEALTH	DENTAL	Total Compensation
Judge	\$ 51.53	1,040	\$ 53,591.20	\$ 9,898.29	\$ 4,099.73	0		\$ 67,589.22
Court Supervisor	\$ 26.21	2,080	\$ 54,516.80	\$ 10,069.25	\$ 4,170.54	\$ 21,250.00	\$ 1,268.00	\$ 91,274.59
Court Clerk 1	\$ 18.69	1,352	\$ 25,268.88	\$ 1,670.27	\$ 1,933.07	0	0	\$ 28,872.22
Court Clerk 1	\$ 17.25	1,352	\$ 23,322.00	\$ 4,307.57	\$ 1,784.13	0	0	\$ 29,413.71
Overtime			\$ 1,500.00	\$ 277.05	\$ 114.75			\$ 1,891.80
TOTAL			\$ 158,198.88	\$ 26,222.44	\$ 12,102.21	\$ 21,250.00	\$ 1,268.00	\$ 219,041.54

Proposed Personnel Costs

Position	HOURLY	HOURS	Salary	Retirement	FICA	HEALTH	DENTAL	Total Compensation
Judge	\$ 51.53	1,040	\$ 53,591.20	\$ 9,898.29	\$ 4,099.73	\$ -		\$ 67,589.22
Court Supervisor	\$ 26.21	2,080	\$ 54,516.80	\$ 10,069.25	\$ 4,170.54	\$ 21,250.00	\$ 1,268.00	\$ 91,274.59
Court Clerk 1	\$ 18.69	400	\$ 7,476.00	\$ 494.16	\$ 571.91	\$ -	\$ -	\$ 8,542.08
Court Clerk 1	\$ 18.25	2,080	\$ 37,960.00	\$ 7,011.21	\$ 2,903.94	\$ 21,250.00	\$ 1,268.00	\$ 70,393.15
Overtime			\$ 1,500.00	\$ 277.05	\$ 114.75			\$ 1,891.80
TOTAL			\$ 155,044.00	\$ 27,749.97	\$ 11,860.87	\$ 42,500.00	\$ 2,536.00	\$ 239,690.84
							Annual Increase	\$ 20,649.30
							FY22 Increase	\$ 8,603.88

Subject: Court Staffing

Date: Tuesday, January 18, 2022 at 18:11:30 Mountain Standard Time

From: David Miller

To: Brant Hanson

The Justice Court is requesting that the City approve converting one part-time clerk position to a full-time position in order to retain sufficient personnel to properly operate the Office of the Clerk of Court. The Clerk's Office has struggled to keep qualified employees on a part-time basis. Time away from other duties continually training new part-time personnel only to have them leave for full-time and/or higher paying other opportunities has exacerbated the problem. The Court operations needs this full-time clerk position, not only to stop the revolving door and gain more stability, but also because greater coverage is needed. The Clerk's Office will have two full time employees, and one part-time employee (working Thursday and half of Friday to assist with Court). Last week I reviewed a number of resumes, and interviewed two potential candidates. Full time candidates are much more qualified and we have higher hopes with them. Thank you for assisting us in fulfilling our judicial duties.

David Miller
Justice Court Judge

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 8.

Title: Extension of Emergency Paid Sick Leave for COVID-19 Related Leave

Initiated By: Brant Hanson, City Manager

Staff Representative: Brant Hanson, City Manager

SUBJECT:

Consider Resolution No. 2022-05 extending the emergency paid sick leave provisions of the FFCRA from July 1, 2021 through December 31, 2022

RECOMMENDATION:

Approve Resolution No. 2022-05 extending the emergency paid sick leave provisions of the FFCRA from July 1, 2021 through December 31, 2022

BACKGROUND:

The Families First Coronavirus Response Act (FFCRA) of 2020 required employers to provide employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. The FFCRA emergency paid sick leave provisions were in effect from April 1, 2020 through December 31, 2020 and have now expired. On January 19, 2021, the City Council adopted Resolution No. 2021-03 voluntarily extending the emergency paid sick leave for City employees until July 1, 2021. Staff recommends extending emergency paid sick leave as previously provided under the FFCRA subject to certain terms and conditions as more particularly set forth in the attached Resolution No. 2022-05. The extension of this emergency paid sick leave is for use of up to 80 hours of paid sick leave for COVID-19 related reasons. The extension of the emergency paid sick leave is proposed to be retroactive to July 1, 2021 and through December 31, 2022. Employees shall only be eligible for a maximum of 80 hours of emergency paid sick leave for the applicable effective dates from April 1, 2020 through December 31, 2022.

ATTACHMENTS:

1. Resolution No. 2022-05 - Emergency Paid Leave Extension

RESOLUTION NO. 2022-05

A RESOLUTION VOLUNTARILY EXTENDING EMERGENCY PAID SICK LEAVE PROVISIONS OF THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT OF 2020 FROM JULY 1, 2021 THROUGH DECEMBER 31, 2022

WHEREAS, the Families First Coronavirus Response Act (FFCRA) of 2020 required employers to provide employees with paid sick leave and expanded family and medical leave for specified reasons related to Covid-19; and

WHEREAS, the FFCRA emergency paid sick leave provisions were in effect from April 1, 2020 through December 31, 2020; and

WHEREAS, on December 21, 2020, the United States Congress voted to pass a new stimulus bill to address the COVID-19 pandemic, but declined to extend the mandated emergency paid sick leave provisions of the FFCRA; and

WHEREAS, on January 19, 2021, the City Council voluntarily extended emergency paid sick leave as previously provided under the FFCRA through July 1, 2021, subject to certain terms and conditions as set forth in Resolution No. 2021-03; and

WHEREAS, due to the current surging case numbers of COVID-19 in Davis County, Utah, and the contagiousness of the Omicron variant, the City Council desires to extend emergency paid sick leave as previously provided under the FFCRA through December 31, 2022, subject to certain terms and conditions as set forth herein; and

WHEREAS, the City Council finds that the voluntary extension of emergency paid sick leave as more particularly provided herein is in the best interest of public health and safety and will help protect both employees and the general population to ensure that employees with COVID-19 related symptoms or concerns are able to recover, isolate, and/or quarantine as appropriate.

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

Section 1. Voluntary Extension of Emergency Paid Sick Leave. The City Council hereby extends certain portions of the emergency paid sick leave provisions of the FFCRA from July 1, 2021 through December 31, 2022, subject to the following conditions.

- (a) Except as otherwise provided herein, employees shall be eligible for up to 80 hours of emergency paid sick leave for reasons set forth in the FFCRA.
- (b) Under this policy, an employee qualifies for emergency paid sick leave if the employee is unable to work or unable to telework due to a need for leave for any of the following reasons:
 - (1) The employee is subject to a federal, state, or local COVID-19 quarantine or isolation order;
 - (2) The employee has been advised by a health care provider to self-quarantine due to COVID-19 concerns;

- (3) The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 - (4) The employee is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); or
 - (5) The employee is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.
- (c) Employees are eligible for the extended emergency paid sick leave under the same terms and conditions of eligibility under the FFCRA, including number of hours and calculation of pay. Full-time employees are eligible for up to 80 hours of emergency paid sick leave. Part-time employees are eligible for the number of hours of leave the employee works on average over a two week period.
- (d) Employees are only eligible for a total of 80 hours of emergency paid sick leave from April 1, 2020 through December 31, 2022. If an employee has already used up to 80 hours of emergency paid sick leave for the eligible months of applicability, the employee is not eligible for any additional hours of emergency paid sick leave. If an employee has used a portion of the 80 hours of emergency paid sick leave during the eligible months of applicability, the employee is eligible to use the remaining portion up to a total of 80 hours of emergency paid sick leave for the eligible months of applicability. Pro rata calculations shall be made for maximum leave allowed for part-time employees during the eligible months of applicability.
- (e) Employees must fill out the City's emergency paid sick leave request form and submit any required documentation to the City Treasurer. The City Treasurer must approve in writing any use of emergency paid sick leave or retroactive allocation of such leave.
- (f) For retroactive use of emergency paid leave during the period between July 1, 2021 and January 18, 2022, the employee shall be required to submit written evidence of positive COVID-19 test; a federal, state, or local COVID-19 quarantine or isolation order; a health care provider order or recommendation to self-quarantine due to COVID-19 concerns; or other required evidence of eligibility for leave. Retroactive use of emergency paid leave can only be granted to replace an employee's actual use of accrued all-purpose or long-term sick leave for the documented COVID-19 related absence.
- (g) Except as otherwise provided herein, this policy only extends employee eligibility for up to 80 hours of emergency paid sick leave for FFCRA qualifying reasons and does not extend the expanded family leave provisions of the FFCRA. This policy does not extend emergency paid sick leave for an employee caring for a child whose school or place of care is closed (or child care provider is unavailable).
- (h) This policy shall expire on December 31, 2022 and there shall be no rollover rights to any extended emergency paid sick leave. Any provisions of this policy shall be superseded by rather than considered in addition to any new federal or state provisions regarding emergency paid leave that may be adopted after the effective date of this Resolution.

- (i) In the event new state or federal legislation is passed which requires the City to provide emergency paid leave for any purpose related to COVID-19, the leave provided herein shall expire at the time that such legislation becomes effective. If the effective date of such new legislation is retroactive, the termination of this Resolution shall also be retroactive to the effective date of the legislation.

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

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, THIS 18th DAY OF JANUARY, 2022.**

CENTERVILLE CITY

By: _____
Mayor Clark A. Wilkinson

ATTEST:

Jennifer Hansen, City Recorder

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

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

Jennifer Hansen, City Recorder

DATE: _____

EFFECTIVE DATE: ____ day of _____, 2022.

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 9.

Title: Discussion - Proposed Staff Report and Agenda Templates for Transition to CivicClerk Meeting Agenda Software

Initiated By: Lisa Romney, City Attorney

Staff Representative: Lisa Romney, City Attorney

SUBJECT:

Consider new templates for Agenda and Staff Reports for transition to new agenda software CivicClerk

RECOMMENDATION:

Provide feedback to Staff regarding new templates for Agenda and Staff Reports for transition to new agenda software CivicClerk.

BACKGROUND:

As part of the City's transition from NovusAgenda to CivicClerk for our agenda software platform, City Staff has worked with CivicClerk to prepare new templates for our Agendas and Staff Reports. Staff proposes using the updated City logo used on our City website. This logo is more updated and created in linear design that takes up less space than our old circular logo. We have also put in a significant amount of effort to reorder and adjust our Agendas to include new topic categories and more detail for individual agenda items. All of the categories will be included on the standard agenda, but can be easily deleted if we do not have applicable items for the agenda. For instance, if we do not have any presentations or appointments, those agenda categories can be turned off and will not show up. We are also hoping to have more drop down menus for Staff to use for recurring agenda items for greater efficiency and more consistency in agenda terminology.

ATTACHMENTS:

1. City Council Agenda - Template (2022)
2. City Council Staff Report - Template (2022)



CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:00 PM ON JANUARY 18, 2022. THE MEETING WILL BE HELD AT CENTERVILLE CITY HALL, 250 NORTH MAIN STREET, CENTERVILLE, UTAH.

Centerville City Council meetings are open to the public, unless otherwise closed for reasons allowed by law. Centerville City Council meetings may be conducted via electronic means pursuant to Utah Code § 52-4-207. In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability may contact the City Recorder at (801) 295-3477, at least 24 hours in advance of the meeting. The Mayor and Council reserve the right to modify the sequence of agenda items to facilitate special needs or provide greater efficiency.

The full agenda packet and backup materials can be found on the Centerville City website at:

<https://centervilleut.v8.civicclerk.com/>

A. CALL TO ORDER

- 1. ROLL CALL**
- 2. LEGISLATIVE PRAYER OR THOUGHT**
- 3. PLEDGE OF ALLEGIANCE**

B. OPEN SESSION

The open session allows members of the public to comment or address the City Council on matters not listed on the agenda. Members of the public wishing to comment on an agenda item listed as a public hearing should provide their comments during that agenda item. Members of the public are encouraged to limit their comments to five minutes per person. Please state your name and city of residence for the record.

C. PRESENTATIONS

Any individual who publicly presents or provides electronic information related to an item on the City Council agenda must provide the City Recorder with an electronic or hard copy of the electronic information for inclusion in the public record.

1. Police Department Commendations – Paul Child, Centerville Police Chief
Police Chief Paul Child will present commendations and awards to Officers.
2. South Davis Recreation Center Ball Parks Presentation – Tif Miller, South Davis Recreation Executive Director
Executive Director Tif Miller will present annual update on South Davis Recreation Center budget and long-term capital improvement projects for new ball parks.

D. BUSINESS ITEMS

Business action or discussion items to be considered by the Council.

1. Public Hearing – Zoning Code Amendment – Food Trucks – Enacting CZC 12.48 (Food Trucks) – Cory Snyder, Community Development Director

Consider Ordinance No. 2022-03 amending the Centerville Zoning Code to enact a new Chapter 12.48 regarding regulations and restrictions for food truck operations.

2. Public Hearing – Zoning Map Amendment – 2125 North Main Street – Symphony Homes – Cory Snyder, Community Development Director
Consider Ordinance No. 2022-03 rezoning approximately 17.04 acres of property located at 2125 North Main Street from Agricultural-Low (A-L) to Residential-Low (R-L)
3. Public Hearing – Municipal Code Amendment – Cemetery Regulations for Niche Wall – Amending CMC 8.03 (Cemetery Regulations) – Bruce Cox, Parks & Recreation Director
Consider Ordinance No. 2022-04 amending various provisions of CMC 8.03 regarding cemetery regulations for niche wall.
4. Final Subdivision Plat – The Lane Subdivision – 644 West 400 South – Proposed 12 Lot Residential Subdivision – Zach Swenson, CW Urban, LLC
Consider final subdivision plat for The Lane Subdivision, a proposed 12 lot residential subdivision located at approximately 644 West 400 South.
5. Interlocal Agreement – Davis County Animal Control Services – Amendment No. 7 – Increase in Fees for Animal Control Services – Ashleigh Young, Davis County Animal Care Director
Consider Resolution No. 2022-04 approving Amendment No. 7 to the Interlocal Agreement with Davis County for Animal Control Services regarding annual fee increase.
6. Discussion – Development of New City Cemetery – Ballot Proposition No. 1 (2021) – Brant Hanson, City Manager
Discuss voter approval of Ballot Proposition No. 1 (2021) supporting the construction of a new City cemetery and possible Council action.
7. Discussion – New City Logo Branding Campaign – Brant Hanson, City Manager
Discuss possible new City logo and branding campaign in connection with website updates and new software services and templates.

E. SUMMARY ACTION

Items of a summary or routine nature may be approved by summary action of the Council unless otherwise pulled from summary action for separate discussion. Summary action items may be voted upon by the Council as one matter and shall have the same effect as if a separate vote on each summary action item was taken.

1. Vehicle Purchase – Police Department Patrol Car – Allen Ackerson, Lieutenant
Consider purchase of new Ford Interceptor patrol vehicle with law enforcement equipment upgrades from Henry Ford in the amount of \$52,431.
2. Bond Reduction and Start Warranty – Legacy Lands Subdivision – Kevin Campbell, City Engineer
Consider bond reduction for Legacy Lands Subdivision in the amount of \$24,500 and authorize developer to enter into warranty for bonded public improvements.

F. MINUTES

Minutes of prior meetings may be reviewed and accepted by the City Council. Minutes review and approval shall comply with the Centerville City Minutes Approval Policy.

1. City Council – Work Session – December 21, 2021
Approve Minutes from City Council Work Session held on December 21, 2021
2. City Council – Regular Meeting – December 21, 2021
Approve Minutes from City Council Regular Meeting held on December 21, 2021
3. City Council and Planning Commission – Joint Meeting – December 27, 2021
Approve Minutes from City Council and Planning Commission Joint Meeting held on December 27, 2022.

G. APPOINTMENTS

Appointment of persons to City boards and committees, City representatives to outside boards and committees, or statutory officers may be approved by the Council. Unless otherwise provided by law or ordinance, appointments are generally made by the Mayor with the advice and consent of the Council.

1. Appointment to Planning Commission – Scott Hansen (Four-Year Term)
Appoint Scott Hansen to Four-Year Term on the Planning Commission from February 1, 2022 - February 1, 2026
2. Appointment to Board of Adjustment – Brian Hulse (Four-Year Term)
Reappoint Brian Hulse to Four-Year Term on the Board of Adjustment from February 1, 2022 – February 1, 2026.
3. Council Boards and Committees – Various Appointments
Approve Resolution No. 2022-04 appointing the Mayor and City Council members to various boards and committees.

H. FINANCIAL REPORT

The Finance Director is required by law to prepare and present to the City Council monthly summary financial reports and quarterly detail financial reports. The Finance Director is also required by law to present to the City Council an annual financial report.

1. Monthly Financial Report – December 2021
Finance Director Nate Plaizier will provide monthly financial report to the Council.
2. Quarterly Financial Report – December 2021
Finance Director Nate Plaizier will provide quarter financial report to the Council.
3. Annual Financial Report – December 2021
David Fromm from Fromm & Associates will provide the annual financial report to the Council.

I. DEPARTMENT OR COMMITTEE REPORTS

Department heads or City committee chairs may provide updates to the City Council regarding department or committee assignments or events.

1. Public Works Department – Chase Lane Waterline Break Update – Mike Carlson, Public Works Director
Public Works Director Mike Carlson will provide more detailed report of the recent waterline break occurring on Chase Lane on January 2, 2022
2. Whitaker Museum – Proposed Pole Barn Construction – Lisa Sommer, Whitaker Museum Director

Museum Director Lisa Sommer will provide an update to the City Council regarding the Whitaker Museum's proposal to construct a pole barn east of Whitaker Museum.

3. Fourth of July Committee – Final Report for Fourth of July Celebrations (2021) – Kimberly Curnow, Committee Chair
Committee Chair Kimberly Curnow will present a final accounting and presentation of the Fourth of July Celebration report.

J. COUNCIL REPORTS

City Council members may report on meetings or events attended in their official capacity as the City's representative including Council appointments to specific boards and committees. Council Reports are intended to provide information. If further discussion or action is warranted regarding an item raised in Council Reports, such items may be discussed in Requests for Future Agenda Items.

1. Council Report – Bill Ince – Emergency Management Committee and UIA Board
Council member Ince will provide report to the Council on Emergency Management Committee and UIA Board meetings and activities.

K. MAYOR REPORT

The Mayor may report on meetings or events attended in the Mayor's official capacity as the City's representative including specific boards and committees or provide information to the City Council of current events or incidents impact the City. The Mayor Report is intended to provide information. If further discussion or action is warranted regarding an item raised in the Mayor Report, such items may be discussed in Requests for Future Agenda Items.

L. CITY MANAGER REPORT

The City Manager may provide information or notice to the City Council of current events or incidents impacting the City. The City Manager Report is intended to provide information and generally no decisions other than direction to Staff shall be given.

M. REQUEST FOR FUTURE AGENDA ITEMS

Under the Utah Open and Public Meetings Act, agenda items must be described with reasonable specificity to notify the public as to the topics to be considered and discussed at the public meeting. This agenda items allows the City Council to discuss and determine whether there is a majority of members who desire to add an item to a future agenda.

N. CLOSED SESSION

The City Council may vote to discuss matters in a closed session for reasons allowed by law, including, but not limited to, the provisions of Utah Code § 52-4-205 of the Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137.

1. Closed Session – Professional Character or Competence of an Individual
Consider going into a closed session for the purpose of discussing the professional character or competence of an individual.
2. Closed Session – Deployment of Security Personnel or Systems
Consider going into closed session for the purpose of discussing the deployment of security personnel or systems.

O. ADJOURNMENT

CERTIFICATE OF POSTING

I hereby certify that this notice and agenda was posted at Centerville City Hall, published on the Utah Public Notice Website, and provided to a newspaper or media correspondent in accordance with the requirements of the Utah Open and Public Meetings Act, including, but not limited to, provisions of Utah Code § 52-4-202.

Jennifer Hansen
Centerville City Recorder



CENTERVILLE
city

CITY COUNCIL

STAFF REPORT

01/18/2022

Item No. 3

Title: Municipal Code Amendments – CMC 2.03 – Voter Participation Areas

Initiated By: City Council

Staff Representative: Lisa Romney, City Attorney

SUBJECT

Consider Municipal Code Amendments to CMC 2.03 regarding Voter Participation Areas - Ordinance No. 2021-27

RECOMMENDATION

Approve Ordinance No. 2021-27 amending CMC 2.03.160 and CMC 2.03.170 regarding Voter Participation Areas in accordance with Utah Code 20A-7-401.3.

BACKGROUND

The Utah Legislature adopted HB 119 (2019) requiring all cities to create voter participation areas for purposes of petition and signature requirements for local initiatives and referenda. Pursuant to Utah Code 20A-7-401.3, Centerville created four voter participation areas. The City is required to update the voter participation areas prior to January 1, 2022, and every 10 years thereafter. Davis County has prepared the updated voter participation areas for all the cities in Davis County complying with the statutory requirements. Staff recommends adoption of the updated voter participation areas as recommended by Davis County and amendments to CMC 2.03.160 and CMC 2.03.170 as more particularly set forth in Ordinance No. 2021-27.

ATTACHMENTS

[Ordinance No. 2021-07 – Voter Participation Areas](#)

[UCA 20A-7-401.3 – Voter Participation Areas](#)

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 10.

Title: Quarterly Financial Report

Initiated By: Nate Plaizier, Finance Director

Staff Representative: Nate Plaizier, Finance Director

SUBJECT:

Quarterly Financial Report - FY 2022 Q2

RECOMMENDATION:

BACKGROUND:

10-6-148 Monthly and quarterly financial reports -- Cities of the third, fourth, and fifth class. The city recorder or other delegated person in each city of the third, fourth, or fifth class shall prepare and present to the governing body monthly summary financial reports and quarterly detail financial reports, prepared in the manner prescribed in the Uniform Accounting Manual for Utah Cities. Amended by Chapter 292, 2003 General Session

ATTACHMENTS:

1. FY2022 Q2 Financial Statements

Centerville City Corporation

FINANCIAL REPORT As of December 31, 2021

	Contents	Page Number
1.	Cash Position	1
2.	Financial Summary	3
3.	Financial Statements Detail	6

Centerville City Corporation
Cash Position by Fund and in Total

Funds																		St Treas
Month	General	RDA	MBA	Rec	RAP	Cemetery	Debt Service	Park	Capital Improvement	Transp	UTOPIA	Water	Sani	Drainage	Telecom	Whitaker	Total	Int. Rate
Dec-21	\$ 3,947,808	\$ 504,806	\$ 1,207	\$ 51,888	\$ 356,263	\$ 109,443	\$ 3,839	\$ 504,985	\$ 1,702,253	\$ 1,068,870	\$ 23,610	\$ 324,951	\$ 82,928	\$ 1,028,798	\$ 2,879	\$ -	\$ 9,714,530	0.3475%
Nov-21	2,724,200	552,526	1,207	57,195	351,805	99,631	3,839	460,056	1,701,772	1,066,248	33,871	481,691	77,462	987,057	14,145	-	8,612,707	0.3475%
Oct-21	3,347,169	624,005	1,207	60,380	347,246	98,219	3,839	393,745	1,701,413	902,972	44,133	357,827	77,761	941,027	17,931	-	8,918,875	0.3313%
Sep-21	2,632,110	679,782	1,207	59,654	342,065	98,208	3,839	352,062	1,702,253	1,575,713	54,394	539,055	76,780	999,686	(3,698)	-	9,113,111	0.3187%
Aug-21	2,792,794	723,192	1,207	66,491	337,244	95,197	3,839	287,499	1,702,253	1,305,960	64,656	623,724	92,758	987,463	15,281	-	9,099,558	0.3284%
Jul-21	2,523,178	735,802	1,207	73,855	337,402	90,786	3,839	246,534	1,702,253	1,438,384	32,323	732,100	89,086	904,958	(4,773)	-	8,906,934	0.3602%
Jun-21	3,902,969	812,335	1,207	36,998	332,671	87,773	3,839	209,241	-	1,382,339	42,584	626,458	(2,635)	990,493	(3,592)	-	8,422,681	0.3675%
May-21	3,780,436	1,048,751	1,207	56,149	328,124	84,661	3,839	516,976	-	1,359,719	65,175	707,259	79,318	1,031,869	(5,862)	-	9,057,621	0.4029%
Apr-21	3,711,060	1,691,969	1,207	42,393	323,333	80,347	1,097	500,432	-	1,186,438	86,934	220,456	85,778	987,648	5,792	-	8,924,885	0.4217%
Mar-21	3,761,853	1,911,856	1,207	46,358	326,574	79,333	1,097	424,249	-	1,162,721	150,454	173,867	126,587	1,074,039	21,746	-	9,261,941	0.4252%
Feb-21	3,737,994	200,989	1,207	25,152	322,975	73,518	1,097	389,402	-	1,002,048	9,610	158,446	84,506	1,039,640	3,189	-	7,049,773	0.4483%
Jan-21	3,910,626	247,113	1,207	17,833	318,426	70,605	1,097	349,460	-	950,541	31,369	87,041	97,290	1,027,669	31,314	-	7,141,591	0.4678%
Dec-20	3,351,976	293,742	1,207	23,448	325,896	65,088	1,097	314,607	-	977,148	42,583	151,828	103,188	1,081,851	17,780	-	6,751,439	0.4828%
Nov-20	2,963,631	718,451	1,207	23,477	322,320	62,572	1,097	97,082	-	937,899	42,583	199,089	134,856	1,102,182	24,634	-	6,631,078	0.5186%
Oct-20	2,829,575	747,219	1,207	23,410	318,274	85,334	1,097	355,886	-	1,399,693	42,583	113,179	100,228	1,280,707	6,657	-	7,305,048	0.5190%
Sept-20	2,426,885	819,772	1,207	28,743	314,310	84,016	1,097	340,448	-	1,640,933	42,578	150,655	178,256	1,419,219	27,550	-	7,475,668	0.5300%
Aug-20	2,575,486	886,572	1,207	30,653	310,171	80,698	1,097	251,872	-	1,600,927	42,578	252,963	98,290	1,464,501	10,762	25,491	7,633,268	0.5534%
Jul-20	1,982,910	1,016,759	1,207	31,463	305,777	75,079	1,097	228,651	-	1,446,373	-	615,804	91,945	1,792,068	24,578	25,491	7,639,202	0.7404%
Jun-20	2,532,992	1,071,488	1,207	11,063	306,493	71,754	1,097	182,905	-	1,376,988	5	566,914	3,770	1,749,220	5,283	41,540	7,922,718	0.9483%
May-20	1,803,798	1,144,085	1,207	18,532	302,707	95,268	1,097	173,199	-	1,344,162	-	566,506	84,167	1,834,918	34,558	48,493	7,452,698	1.1947%
Apr-20	1,812,141	1,338,950	1,207	(11,848)	298,772	90,927	497	232,707	-	1,173,151	5	472,284	78,013	1,818,865	11,306	47,939	7,364,917	1.4398%
Mar-20	1,871,830	2,209,133	1,207	38,415	301,092	87,280	497	239,312	-	1,153,092	5	502,092	75,651	1,783,393	(7,205)	46,079	8,301,873	1.6627%
Feb-20	1,831,987	508,073	1,207	27,598	297,128	85,523	497	191,676	-	1,033,394	5	478,294	67,801	1,809,556	7,274	44,214	6,384,226	2.1033%
Jan-20	1,663,566	533,194	1,207	21,193	292,331	82,156	497	149,073	-	1,052,239	5	445,522	67,030	1,764,162	22,691	41,965	6,136,831	2.2006%
Dec-19	1,378,328	576,006	1,207	20,711	293,723	79,181	497	(136,431)	-	1,078,178	5	431,993	66,980	1,810,756	6,047	40,303	5,647,483	2.2849%
Nov-19	1,014,647	597,658	1,207	24,183	294,420	76,604	497	175,054	-	1,024,278	5	515,605	62,888	1,674,512	28,876	38,566	5,528,998	2.3976%
Oct-19	770,869	747,130	1,207	17,591	290,851	71,675	497	(1,421,382)	-	1,306,846	40,946	681,266	59,430	1,640,333	13,907	29,303	4,250,466	2.5360%
Sept-19	832,825	790,466	1,207	23,025	294,642	71,389	497	(1,131,177)	-	1,251,683	(180)	464,951	54,487	1,578,276	28,665	27,383	4,288,139	2.6014%
Aug-19	1,044,059	814,184	1,207	28,663	290,584	68,204	497	(40,279)	-	1,142,995	(180)	444,800	94,571	1,549,471	7,653	24,664	5,471,092	2.7262%
Jul-19	1,073,242	842,332	1,207	29,013	285,509	66,713	497	89,391	-	1,429,645	(180)	703,294	56,786	1,709,091	(9,801)	22,190	6,298,928	2.8663%
Jun-19	1,721,714	878,241	1,207	22,343	286,576	64,616	497	86,908	-	1,374,672	(180)	567,831	8,874	1,664,769	6,097	21,784	6,705,948	2.8982%
May-19	1,546,068	907,322	1,207	59,237	282,074	96,282	497	177,497	-	1,395,226	571	827,224	54,058	1,614,798	26,142	21,785	7,009,989	2.8983%
Apr-19	1,644,403	1,050,442	1,207	21,468	277,222	93,385	2,997	130,600	-	1,303,486	520	936,001	52,726	1,660,337	2,972	19,925	7,197,691	2.9759%
Mar-19	1,645,782	1,826,663	1,207	23,059	279,320	85,389	-	111,429	-	1,307,322	468	944,533	50,003	1,603,096	21,065	24,330	7,923,666	2.9971%
Feb-19	1,772,991	433,500	1,207	18,010	275,303	81,390	-	96,583	-	1,157,306	416	666,725	42,256	1,529,046	30,483	32,420	6,137,638	2.9778%
Jan-19	1,620,822	446,481	1,207	12,790	277,515	80,301	-	83,412	-	1,101,325	365	581,665	39,771	1,477,431	11,890	31,310	5,766,285	2.9109%
Dec-18	1,651,637	461,283	1,207	11,819	274,537	77,204	-	60,433	-	928,642	313	493,189	35,209	1,470,005	(161)	30,223	5,495,542	2.8036%
Nov-18	834,949	490,190	1,207	16,564	279,269	75,812	-	47,464	-	851,945	262	535,944	29,362	1,412,158	17,618	29,196	4,621,941	2.7387%
Oct-18	570,329	512,602	1,207	6,616	275,214	70,224	-	116,938	-	1,620,171	210	424,474	22,485	1,395,346	(304)	26,725	5,042,238	2.6486%
Sep-18	508,101	563,524	1,207	6,607	152,930	65,537	1	218,467	-	1,624,893	159	380,932	13,704	1,360,127	(16,562)	28,047	4,907,674	2.5979%
Aug-18	736,840	583,341	1,207	8,734	148,580	65,255	1	197,419	-	1,486,038	107	289,629	20,927	1,308,024	1,626	27,		

This includes \$1,040,716 of ARPA funds

Centerville City Corporation
Cash Position by Fund and in Total
As of December 31, 2021

	Cash	Debt Reserve Cash	Restricted Cash						
			Cash/Bonds Deposits	TRF	DUI Funds	Class C & Prop 1	Impact Fees	ARPA	Gun Range Deposit
GENERAL FUND	\$ 3,947,808		\$ 645,693		\$ 21,458			\$ 1,040,716	\$ 5,800
RDA	\$ 504,806			\$ 513,405					
MBA	\$ 1,207								
RECREATION	\$ 51,888								
RAP TAX	\$ 356,263								
PROJECT IMPACT - CAPITAL IMP	\$ 1,702,253								
UTOPIA PROJECT FUND	\$ 23,610								
WATER FUND	\$ 324,951		\$ 107,197						
SANITATION FUND	\$ 82,928								
DEBT SERVICE	\$ 3,839								
CEMETERY (\$37,700 Perm Restricted)	\$ 109,443								
DRAINAGE UTILITY	\$ 1,028,798								
TELECOM FUND	\$ 2,879								
WHITAKER TRUST FUND	\$ -								
PARK (Impact Fee)	\$ 504,985								
TRANSPORTATION (Class C & Prop 1)	\$ 1,068,870					\$ 1,068,870			
TOTAL	\$ 9,714,530	\$ -	\$ 752,890	\$ 526,834	\$ 21,458	\$ 1,267,517	\$ -	\$ 1,040,716	\$ 5,800

NOTE: ARPA funds are not recorded as revenue until spent, currently coded to an unearned revenue account on the balance sheet

Centerville City Corporation Financial Summary
For the Month Ended December 31, 2021
(No Assurance Provided)

50% of the Fiscal Year has Elapsed

GENERAL FUND									
Line		December Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	Page	Comments	
	Revenues:								
1	Taxes:	\$ 1,664,779	\$ 4,612,282	\$ 7,808,611	\$ 3,196,329	59%	11		
2	Property Taxes	1,188,643	1,299,695	1,681,611	381,916	77%	11		
3	Fee In Lieu of Taxes	7,184	50,317	110,000	59,683	46%	11		
4	Property Taxes - Due	1,434	8,966	50,000	41,034	18%	11		
5	Sales Tax - General	407,222	2,782,237	4,960,000	2,177,763	56%	11		
6	Franchise Tax - Power	38,503	336,553	550,000	213,447	61%	11		
7	Franchise Tax - Natural Gas	16,027	56,274	270,000	213,726	21%	11		
8	Franchise Tax - Telecomm	5,767	36,917	100,000	63,083	37%	11		
9	Franchise Tax - CATV	-	41,323	87,000	45,677	47%	11		
10	Licenses and Permits	75,496	217,537	280,670	63,133	78%	11		
11	Intergovernmental	59,337	70,562	57,100	(13,462)	124%	11		
12	Charges for Services	171,687	1,021,120	2,058,223	1,037,103	50%	12		
13	Fines and Forfeitures	25,222	172,694	428,000	255,306	40%	12		
14	Miscellaneous	9,567	84,154	88,250	4,096	95%	12		
15	Non-Operating Revenue	2,921	32,397	94,600	62,203	34%	13		
16	Transfers In	2,130	14,326	204,351	190,025	7%	13		
17	Total Revenues	\$ 2,011,138	\$ 6,225,072	\$ 11,019,805	\$ 4,794,733	56%	13		
	Expenditures:								
18	Legislative	\$ 9,053	\$ 59,861	\$ 126,319	\$ 66,458	47%	14		
19	Judicial	18,714	106,677	231,450	124,773	46%	14		
20	Administrative	72,126	354,417	745,129	390,712	48%	15		
21	Attorney	17,752	94,874	197,800	102,926	48%	16		
22	Finance	67,212	269,814	532,546	262,732	51%	17		
23	Attorney Services	6,725	19,464	26,000	6,537	75%	17		
24	Emergency Management	170	794	14,863	14,069	5%	18		
25	Fire Services	84,831	508,986	1,068,870	559,884	48%	18		
	Elections	16,684	32,877	17,200	(15,677)	191%	18		
26	Youth Council	710	1,874	9,000	7,126	21%	18		
27	Whitaker	3,641	20,451	39,478	19,027	52%	19		
28	Police	247,451	1,430,969	3,383,189	1,952,220	42%	21		
29	Liquor Law Enforcement	766	1,179	19,350	18,171	6%	21		
30	School Crossing Program	5,300	28,883	70,250	41,367	41%	21		
31	K-9	-	1,935	5,500	3,565	35%	21		
32	D.A.R.E. Program	-	33,958	95,150	61,192	36%	21		
33	Animal Control	4,475	22,377	51,350	28,973	44%	22		
34	Public Works Administration	40,683	245,200	673,700	428,500	36%	22		
35	Streets	62,802	486,621	927,905	441,284	52%	23		
36	GIS Department	10,705	59,470	131,144	71,674	45%	24		
37	Engineering	11,920	54,252	73,000	18,748	74%	24		
38	Parks	167,880	558,076	1,197,616	639,540	47%	25		
39	Parks and Recreation Committee	-	46	540	494	8%	25		
40	Trails Committee	-	174	540	366	32%	26		
41	Community Events	33	29,637	34,640	5,003	86%	26		
42	Recreation Committees	-	-	-	-	-	26		
43	Parks and Recreation Facility	734	4,674	19,918	15,244	23%	26		
44	General Gov. Buildings - Maint. Facility	3,819	24,525	73,217	48,692	33%	26		
45	General Gov. Buildings - New City Hall	8,774	65,230	185,112	119,882	35%	27		
46	Public Works Storage Facility	648	3,766	11,850	8,085	32%	27		
47	Whitaker Home	225	27,305	32,428	5,123	84%	27		
48	Community Development	27,217	170,016	459,915	289,899	37%	28		
49	Planning Commission	651	2,721	9,400	6,679	29%	28		
50	Board of Adjustment	-	-	450	450	0%	28		
51	Landmarks Commission	-	-	500	500	0%	28		
52	Building Inspection	4,607	23,184	36,550	13,366	63%	29		
53	Transfers Out	34,633	248,796	518,936	270,140	48%	29		
54	Total Expenditures	\$ 930,941	\$ 4,993,082	\$ 11,020,805	\$ 6,027,723	45%	29		
55	Net Revenue Over/(Under) Expenditures	\$ 1,080,198	\$ 1,231,990	\$ (1,000)	\$ (1,232,990)	-123199%	29		

\$1,100,261 - Dec 2020

\$2,384,088 - Dec 2020

\$951,100 - Dec 2020
high due to CARES

\$876,292 - Dec 2020

\$6,273,541 - Dec 2020

\$20,845 - Police Neighborhood Patrol

Held a primary & general ~ \$16k each

For the most part Departments over the 50% budget are small \$ amounts.

Net income YTD

\$4,898,448 - Dec 2020

Centerville City Corporation Financial Summary
For the Month Ended December 31, 2021
(No Assurance Provided)

50% of the Fiscal Year has Elapsed

Will receive in March & April

REDEVELOPMENT AGENCY FUND

		December Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
1	Tax Revenue	\$ -	\$ -	\$ 1,850,000	\$ 1,850,000	0%	31
2	Miscellaneous Income	83	12,370	3,600	(8,770)	344%	31
3	Lease Payment & Transfers	14,373	55,074	98,000	42,926	56%	31
4	Total Revenues	\$ 14,456	\$ 67,444	\$ 1,951,600	\$ 1,884,156	3%	31
Expenditures:							
5	Expenditures	\$ 26,922	\$ 184,790	\$ 971,600	\$ 786,810	19%	32
6	Transfer to Other Fund	35,254	211,526	423,000	211,474	50%	32
7	Improvement Projects	-	-	557,000	557,000	0%	32
8	Total Expenditures	\$ 62,177	\$ 396,316	\$ 1,951,600	\$ 1,555,284	20%	32
9	Net Revenue Over (Under) Expenditures	\$ (47,721)	\$ (328,872)	\$ -	\$ 328,872	-	32

Budgeted Trans to Parks, Utopia fund

Majority Admin fee to GF

RECREATION FUND

		December Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
10	Charges for Services	\$ 3,960	\$ 22,268	\$ 130,875	\$ 108,607	17%	35
11	Miscellaneous	-	61	20,950	20,889	0%	35
12	Donations	-	-	100	100	0%	35
13	Contributions & Transfers	-	41,000	41,000	-	100%	35
14	Total Revenues	\$ 3,960	\$ 63,329	\$ 192,925	\$ 129,596	33%	35
Expenditures:							
15	Summer Recreation	\$ 8,912	\$ 37,031	\$ 113,436	\$ 76,405	33%	36
16	Off Season Recreation	327	349	13,500	13,151	3%	36
17	Youth Baseball/Softball	-	3,860	45,039	41,179	9%	36
18	Concessions	28	724	20,950	20,226	3%	37
19	Total Expenditures	\$ 9,267	\$ 41,964	\$ 192,925	\$ 150,961	22%	37
20	Net Revenue Over (Under) Expenditures	\$ (5,307)	\$ 21,365	\$ -	\$ (21,365)	-	37

From GF

RAP TAX FUND

		December Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
21	RAP Tax	\$ 42,599	\$ 286,519	\$ 485,000	\$ 198,481	59%	39
22	Miscellaneous	199	1,039	11,000	9,961	9%	39
23	Total Revenues	\$ 42,797	\$ 287,558	\$ 496,000	\$ 208,442	58%	39
Expenditures:							
24	Transfers and Grants	\$ 38,339	\$ 257,867	\$ 496,000	\$ 238,133	52%	40
25	Total Expenditures	\$ 38,339	\$ 257,867	\$ 496,000	\$ 238,133	52%	40
26	Net Revenue Over (Under) Expenditures	\$ 4,459	\$ 29,691	\$ -	\$ (29,691)	-	40

\$235,757 - Dec 2020

85% to parks, 5% whitaker, 5% perf arts center

CEMETERY PERPETUAL CARE FUND

		December Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
27	Charges for Services	\$ 9,800	\$ 21,600	\$ 33,000	\$ 11,400	65%	42
28	Miscellaneous Revenue	13	70	1,100	1,030	6%	42
	Total Revenues	\$ 9,813	\$ 21,670	\$ 34,100	\$ 12,430	64%	42
Expenditures							
29	Tranfers to Other Funds	-	-	34,100	34,100	0%	43
30	Total Expenditures	\$ -	\$ -	\$ 34,100	\$ 34,100	0%	43
31	Net Revenue Over (Under) Expenditures	\$ 9,813	\$ 21,670	\$ -	\$ (21,670)	-	43

CAPITAL PROJ. FUND - PARK IMP. FUND

		December Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
32	Charges for Services	67,768	338,219	487,500	149,281	69%	46
33	Miscellaneous Revenue	105	531	4,600	4,069	12%	46
34	Contributions & Transfers	-	-	16,784	16,784	0%	46
35	Total Revenues	\$ 67,873	\$ 338,750	\$ 508,884	\$ 170,134	67%	46
Expenditures:							
36	Other Park Expenditures	\$ 525	\$ 19,159	\$ 227,047	\$ 207,888	8%	47
37	Park Projects	22,418	22,418	281,837	259,419	8%	47
38	Total Expenditures	\$ 22,943	\$ 41,577	\$ 508,884	\$ 467,307	8%	47
39	Net Revenue Over (Under) Expenditures	\$ 44,929	\$ 297,172	\$ -	\$ (297,172)	-	47

Rap tax funds transfered in & impact fee revenue

PROJECT IMPACT - CAPITAL IMP

	December Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used
--	-----------------	---------------------	----------------	------------------	---------------------------

Centerville City Corporation Financial Summary

For the Month Ended December 31, 2021

(No Assurance Provided)

50% of the Fiscal Year has Elapsed

Revenues:											
40	Miscellaneous Revenue	\$	481	\$	2,253	\$	-	\$	(2,253)	-	49
41	Total Revenues	\$	481	\$	2,253	\$	-	\$	(2,253)	-	49
42	Net Revenue Over (Under) Expenditures	\$	481	\$	2,253	\$	-	\$	(2,253)	-	49
TRANSPORTATION FUND											
		December Actual		Year-to-Date Actual		Current Budget		Remaining Budget		Percentage of Budget Used	
Revenues:											
1	Taxes	\$	36,669	\$	251,175	\$	400,000	\$	148,825	63%	51
2	State Revenue		-		351,946		790,000		438,054	45%	51
3	Transfers		34,633		207,796		415,592		207,796	50%	51
4	Misc. Revenue		337		1,904		33,000		31,096	6%	51
5	Total Revenues	\$	71,638	\$	812,820	\$	1,638,592	\$	825,772	50%	51
Expenditures:											
6	Capital Proj.	\$	19,062	\$	607,464	\$	1,488,592	\$	881,128	41%	52
7	Annual Proj.		49,955		478,390		150,000		(328,390)	319%	52
8	Total Expenditures	\$	69,017	\$	1,085,854	\$	1,638,592	\$	552,738	66%	52
9	Net Revenue Over (Under) Expenditures	\$	2,621	\$	(273,034)	\$	-	\$	273,034	-	52
CAPITAL PROJ. FUND - UTOPIA											
		December Actual		Year-to-Date Actual		Current Budget		Remaining Budget		Percentage of Budget Used	
Revenues:											
10	Utopia Rebate	\$	-	\$	-	\$	123,137	\$	123,137	0%	54
11	Transfers		32,333		194,000		388,000		194,000	50%	54
12	Total Revenues	\$	32,333	\$	194,000	\$	511,137	\$	317,137	38%	54
Expenditures:											
13	Expenditures	\$	42,595	\$	212,974	\$	511,137	\$	298,163	42%	55
14	Total Expenditures	\$	42,595	\$	212,974	\$	511,137	\$	298,163	42%	55
15	Net Revenue Over (Under) Expenditures	\$	(10,261)	\$	(18,974)	\$	-	\$	18,974	-	55
WATER FUND											
		December Actual		Year-to-Date Actual		Current Budget		Remaining Budget		Percentage of Budget Used	
Revenues:											
16	Charges for Services	\$	16,211	\$	194,691	\$	135,000	\$	(59,691)	144%	58
17	Miscellaneous		114		2,165		6,000		3,836	36%	58
18	Operating Revenue		268,189		1,460,534		2,854,500		1,393,966	51%	58
19	Total Revenues	\$	284,514	\$	1,657,389	\$	2,995,500	\$	1,338,111	55%	58
Expenditures:											
20	Expenditures	\$	195,251	\$	1,228,071	\$	2,831,641	\$	1,603,570	43%	60
21	Capital Equipment/Proj.		84,969		387,026		638,859		251,833	61%	60
22	Water Projects		24,174		317,991		-		(317,991)	-	60
23	Development Waterline Projects		73,464		194,287		-		(194,287)	-	60
24	Total Expenditures	\$	377,858	\$	2,127,375	\$	3,470,500	\$	1,343,125	61%	60
25	Net Revenue Over (Under) Expenditures	\$	(93,344)	\$	(469,986)	\$	(475,000)	\$	(5,014)	99%	60
SANITATION FUND											
		December Actual		Year-to-Date Actual		Current Budget		Remaining Budget		Percentage of Budget Used	
Revenues:											
26	Miscellaneous	\$	23	\$	823	\$	18,792	\$	17,969	4%	62
27	Operating Revenue		100,714		606,727		1,197,000		590,273	51%	62
28	Total Revenues	\$	100,738	\$	607,550	\$	1,215,792	\$	608,242	50%	62
Expenditures:											
29	Expenditures	\$	98,824	\$	524,141	\$	1,215,792	\$	691,651	43%	63
30	Total Expenditures	\$	98,824	\$	524,141	\$	1,215,792	\$	691,651	43%	63
31	Net Revenue Over (Under) Expenditures	\$	1,914	\$	83,409	\$	-	\$	(83,409)	-	63
DRAINAGE UTILITY FUND											
		December Actual		Year-to-Date Actual		Current Budget		Remaining Budget		Percentage of Budget Used	
Revenues:											
32	Impact Fees	\$	-	\$	-	\$	30,000	\$	30,000	0%	65
33	Miscellaneous		284		1,695		33,000		31,305	5%	65
34	Operating Revenue		109,169		655,169		1,267,000		611,831	52%	65
35	Total Revenues	\$	109,453	\$	656,864	\$	1,330,000	\$	673,136	49%	65
Expenditures:											
36	Expenditures	\$	71,916	\$	453,222	\$	1,440,000	\$	986,778	31%	66
37	Drainage Improvement Projects		11,203		166,957		-		(166,957)	-	67
38	Total Expenditures	\$	83,119	\$	620,179	\$	1,440,000	\$	819,821	43%	67
39	Net Revenue Over (Under) Expenditures	\$	26,334	\$	36,685	\$	(110,000)	\$	(146,685)	-33%	67
TELECOM FUND											
		December Actual		Year-to-Date Actual		Current Budget		Remaining Budget		Percentage of Budget Used	
Revenues:											
40	Charges for Services	\$	16,722	\$	99,995	\$	250,000	\$	150,005	40%	69
41	Interest Income (Source 36)		3		18		200		183	9%	69

Centerville City Corporation Financial Summary

50% of the Fiscal Year has Elapsed

For the Month Ended December 31, 2021

(No Assurance Provided)

42	Total Revenues	\$16,725	\$100,013	\$250,200	\$150,187	40%	69
	Expenditures:						
43	Professional Services	\$26,878	\$94,970	\$250,200	\$155,230	38%	70
44	Total Expenditures	\$26,878	\$94,970	\$250,200	\$155,230	38%	70
45	Net Revenue Over (Under) Expenditures	\$(10,153)	\$5,043	\$-	\$(5,043)	-	70

CENTERVILLE CITY CORPORATION
COMBINED CASH INVESTMENT
DECEMBER 31, 2021

COMBINED CASH ACCOUNTS

01-11110000	CASH - CHECKING	879,629.80
01-11310000	PETTY CASH - GENERAL CITY	200.00
01-11510000	PTIF - INVESTMENT ACCOUNT	5,303,753.75
01-11530000	PTIF-RAP TAX	2,613,078.68
01-11550000	PTIF-DCPA RES ACCT	878,029.14
01-11570000	PTIF-CEMETERY PERPETUAL CARE	40,638.61
01-11700000	AR CASH CLEARING	(800.00)

	TOTAL COMBINED CASH	9,714,529.98
01-11100000	ALLOCATIONS DUE TO OTHER FUNDS	(9,714,529.98)

	TOTAL UNALLOCATED CASH	.00
--	------------------------	-----

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	3,947,807.95
20	ALLOCATION TO REDEVELOPMENT AGENCY FUND	504,805.91
23	ALLOCATION TO MUNICIPAL BUILDING AUTHORITY	1,207.46
25	ALLOCATION TO RECREATION	51,888.36
27	ALLOCATION TO RAP TAX	356,263.36
30	ALLOCATION TO CEMETERY PERPETUAL CARE	109,443.41
35	ALLOCATION TO 2009 SALES TAX - DEBT SERVICE	3,839.10
45	ALLOCATION TO PARK FUND	504,985.46
47	ALLOCATION TO PROJECT IMPACT - CAPITAL IMP	1,702,252.98
48	ALLOCATION TO TRANSPORTATION FUND	1,068,869.92
49	ALLOCATION TO UTOPIA PROJECT FUND	23,610.02
51	ALLOCATION TO WATER FUND	324,950.89
52	ALLOCATION TO SANITATION FUND	82,927.89
53	ALLOCATION TO DRAINAGE UTILITY	1,028,798.46
54	ALLOCATION TO TELECOMMUNICATION FUND	2,878.81

	TOTAL ALLOCATIONS TO OTHER FUNDS	9,714,529.98
	ALLOCATION FROM COMBINED CASH FUND - 01-11100000	(9,714,529.98)

	ZERO PROOF IF ALLOCATIONS BALANCE	.00
--	-----------------------------------	-----

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

GENERAL FUND

ASSETS

10-11100000	CASH - COMBINED FUND	3,947,807.95	
10-11210000	CASH-ZIONS ACCOUNT	19,599.07	
10-11310000	CASH - OVER & SHORTS	29.00	
10-11320000	DRUG/ALCOHOL INFORMANT ACCOUNT	200.00	
10-11330000	CASH REGISTER CHANGE FUND	100.00	
10-11340000	JP COURT CHANGE FUND	185.00	
10-11370000	CASH - PUBLIC WORKS	100.00	
10-11900000	ACCOUNTS RECEIVABLE AR	39,120.75	
10-13110000	ACCOUNTS RECEIVABLE ST LIGHT	363.07	
10-13170000	ACCOUNTS RECEIVABLE - OTHER	1,121,608.51	
10-13180000	ACCOUNTS RECIEVABLE-PROP TAXES	1,681,611.00	
10-13200000	ALLOWANCE FOR BAD DEBT	(2,500.00)	
10-13300000	PREPAID EXPENSE	39,501.80	
	TOTAL ASSETS		6,847,726.15

LIABILITIES AND EQUITY

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

GENERAL FUND

LIABILITIES

10-21310000	ACCOUNTS PAYABLE	(	658.81)	
10-21510000	DOG LICENSES PAYABLE		56.00	
10-22200000	WAGES PAYABLE		44,646.28	
10-22210000	FWT PAYABLE		6,371.78	
10-22220000	SWT PAYABLE	(	2,478.62)	
10-22230000	FICA PAYABLE		8,963.01	
10-22300000	401K VOLUNTARY PAYABLE		14,044.50	
10-22301000	457 VOLUNTARY CONTRIB/PAYABLE		1,501.60	
10-22302000	MPP VOLUNTARY/PAYABLE		351.12	
10-22303000	ROTH - IRA		1,326.21	
10-22320000	RETIREMENT PAYABLE		39,173.34	
10-22340000	EYEMED/PAYABLE		401.66	
10-22360000	FRATERNAL ORDER OF POLICE/PYBL		482.14	
10-22390000	EMPLOYEE MED INS PREMIUM		1,887.50	
10-22391000	PEHP/DENTAL INSURANCE	(	108.16)	
10-22392000	STANDARD INSURANCE/TERM LIFE		2,706.33	
10-22400000	ASSURITY PAYABLE		442.40	
10-22420000	EMPLOYEES ASSOCIATION DUES	(	7.93)	
10-22440000	FLEX/HSA ACCOUNT CONTRIBUTIONS	(	50,561.44)	
10-22450000	LONG TERM DISABILITY		1,789.38	
10-22460000	WORKERS COMPENSATION PAYABLE		13,337.18	
10-22480000	FIRE SERVICE IMPACT FEE		7,084.00	
10-23130000	CONSTRUCTION DEPOSIT		105,000.00	
10-23132050	CASH BOND-OAKWOOD HOMES ONE		52,614.00	
10-23132150	CASH BOND-OAKWOOD HOMES TWO		76,613.20	
10-23132661	CASH BOND- JEFF COOK BUILDERS		18,095.00	
10-23132690	CASH BOND - LONESTAR BUILDERS		2,820.00	
10-23132720	CASH BOND - MOSS ACRES		18,754.00	
10-23132730	CASH BOND - BARTILE BLDG 8		14,200.00	
10-23132740	CASH BOND - DON YOUNGBLOOD		20,200.00	
10-23132810	CASH BOND - TAIL FEATHERS LLC		4,104.00	
10-23132820	CASH BOND - DEUEL CREEK SUBDIV		5,450.00	
10-23132840	CASH BOND - PARRISH CREEK		56,863.10	
10-23132850	CASH BOND - LEGACY LANDS LANDS		2,704.00	
10-23132860	CASH BOND - HAVENWOOD HOMES		7,000.00	
10-23132870	CASH BOND - RUBICON CONTRACTIN		6,000.00	
10-23132880	CASH BOND - SCHUCHART CORP		24,068.00	
10-23132890	CASH BOND - CW THE HIVE LLC		130,060.00	
10-23132900	CASH BOND - STEVENS RESIDENCE		54,072.00	
10-23132910	CASH BOND - PASTURE		2,500.00	
10-23132920	CASH BOND - JUAREZ		33,120.00	
10-23150000	POLICE EVIDENCE ACCOUNT		36,862.26	
10-23151000	COURT - BAIL		4,413.04	
10-23160000	GUN RANGE MAINTENANCE		5,800.00	
10-23300000	DEFERRED REVENUE- PROPERTY TAX		1,681,611.00	
10-23620000	UNEARNED REVENUE - ARPA		1,040,716.00	
10-24110000	DUE TO OTHER GVT - SALES TAX		707.11	
TOTAL LIABILITIES				3,495,096.18
<u>FUND EQUITY</u>				
10-28500000	RESTRICTED FUND BALANCE		51,357.05	

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

GENERAL FUND

UNAPPROPRIATED FUND BALANCE:			
10-29510000	PRIOR UNREST. FUND BALANCE	2,069,283.32	
	REVENUE OVER EXPENDITURES - YTD	<u>1,231,989.60</u>	
	BALANCE - CURRENT DATE		<u>3,301,272.92</u>
	TOTAL FUND EQUITY		<u>3,352,629.97</u>
	TOTAL LIABILITIES AND EQUITY		<u><u>6,847,726.15</u></u>

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAX REVENUE</u>					
10-31-100000	PROPERTY TAXES	1,188,642.99	1,299,695.43	1,681,611.00	381,915.57	77.3
10-31-120000	FEE IN LIEU OF TAXES	7,184.10	50,316.63	110,000.00	59,683.37	45.7
10-31-200000	PROPERTY TAXES - DUE	1,433.53	8,965.55	50,000.00	41,034.45	17.9
10-31-300000	SALES TAX - GENERAL	407,222.17	2,782,237.30	4,960,000.00	2,177,762.70	56.1
10-31-410000	FRANCHISE TAX - POWER	38,502.71	336,553.30	550,000.00	213,446.70	61.2
10-31-420000	FRANCHISE TAX - NATURAL GAS	16,026.51	56,273.84	270,000.00	213,726.16	20.8
10-31-430000	FRANCHISE TAX - TELECOMM.	5,766.93	36,917.03	100,000.00	63,082.97	36.9
10-31-440000	FRANCHISE TAX - CATV	.00	41,323.18	87,000.00	45,676.82	47.5
	TOTAL TAX REVENUE	1,664,778.94	4,612,282.26	7,808,611.00	3,196,328.74	59.1
	<u>LICENSES AND PERMITS</u>					
10-32-100000	BUSINESS LICENSES	38,327.99	48,465.49	60,000.00	11,534.51	80.8
10-32-110000	BUILDING FEES	30,691.82	140,695.08	160,000.00	19,304.92	87.9
10-32-120000	PLAN CHECK FEES	4,900.52	19,676.52	50,000.00	30,323.48	39.4
10-32-130000	ELECTRICAL FEES	140.00	2,101.40	2,500.00	398.60	84.1
10-32-140000	PLUMBING FEES	70.00	1,260.00	2,500.00	1,240.00	50.4
10-32-150000	MECHANICAL FEES	630.00	2,870.00	4,000.00	1,130.00	71.8
10-32-160000	STATE SURCHARGE FEE	315.21	768.80	500.00	(268.80)	153.8
10-32-200000	APPROACH FEE (STREET & CURB)	420.00	1,700.00	1,000.00	(700.00)	170.0
10-32-220000	BICYCLE LICENSES	.00	.00	10.00	10.00	.0
10-32-230000	CHICKEN & RABBIT PERMITS	.00	.00	160.00	160.00	.0
	TOTAL LICENSES AND PERMITS	75,495.54	217,537.29	280,670.00	63,132.71	77.5
	<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-440000	STATE GRANTS	36,827.65	36,827.65	.00	(36,827.65)	.0
10-33-580000	STATE GRANT/LIQUOR LAW	22,509.01	22,509.01	19,350.00	(3,159.01)	116.3
10-33-610000	SCHOOL RESOURCE OFFICER	.00	.00	17,750.00	17,750.00	.0
10-33-620000	STATE GRANT - HISTORIC	.00	9,100.00	.00	(9,100.00)	.0
10-33-630000	PUBLIC SAFETY GRANTS	.00	2,125.00	20,000.00	17,875.00	10.6
	TOTAL INTERGOVERNMENTAL REVENUE	59,336.66	70,561.66	57,100.00	(13,461.66)	123.6

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>						
10-34-120000	SUBDIVISION INSPECTION FEE	.00	.00	18,000.00	18,000.00	.0
10-34-130000	ZONING & SUBDIVISION FEES	2,450.00	13,325.00	15,000.00	1,675.00	88.8
10-34-140000	BUILDING INSPECTION FEES	500.00	1,000.00	500.00	(500.00)	200.0
10-34-150000	SALE OF MAPS & PUBLICATIONS	.00	.00	50.00	50.00	.0
10-34-310000	STREET EXCAVATION FEES	210.00	1,685.00	4,000.00	2,315.00	42.1
10-34-330000	STREET LIGHTING FEES	345.36	2,070.79	4,140.00	2,069.21	50.0
10-34-340000	STREET SIGN CHARGES	.00	.00	50.00	50.00	.0
10-34-730000	PARK RENTAL FEES	.00	1,945.00	6,400.00	4,455.00	30.4
10-34-740000	PARK USE AGREEMENTS	.00	3,303.00	2,500.00	(803.00)	132.1
10-34-800000	CEMETERY - LOT E	.00	.00	600.00	600.00	.0
10-34-810000	CEMETERY LOTS- ABCD	.00	.00	1,200.00	1,200.00	.0
10-34-830000	GRAVE OPENING CHARGES	4,200.00	13,900.00	28,000.00	14,100.00	49.6
10-34-900000	ADMIN OVERHEAD - WATER FUND	84,622.17	507,733.02	1,015,466.00	507,732.98	50.0
10-34-910000	ADMIN OVERHEAD - SANITATION	13,253.50	79,521.00	159,042.00	79,521.00	50.0
10-34-920000	ADMIN OVERHEAD - DRAINAGE FUND	43,389.00	260,334.00	520,668.00	260,334.00	50.0
10-34-940000	ADMIN OVERHEAD - RDA	22,717.25	136,303.50	272,607.00	136,303.50	50.0
10-34-950000	ADMIN OVERHEAD - TELECOMM	.00	.00	10,000.00	10,000.00	.0
TOTAL CHARGES FOR SERVICES		171,687.28	1,021,120.31	2,058,223.00	1,037,102.69	49.6
<u>FINES AND FORFEITURES</u>						
10-35-110000	CITY COURT	25,221.76	172,693.72	428,000.00	255,306.28	40.4
TOTAL FINES AND FORFEITURES		25,221.76	172,693.72	428,000.00	255,306.28	40.4
<u>MISCELLANEOUS REVENUE</u>						
10-36-100000	BANKING/INVEST. INTEREST	992.44	4,834.26	37,750.00	32,915.74	12.8
10-36-230000	BANKING/ZIONS BANK INT INCOME	.17	.99	2,500.00	2,499.01	.0
10-36-250000	RENTAL CHARGES/COMUNITY CNT	(7,029.15)	282.50	500.00	217.50	56.5
10-36-270000	SECURITY DEPOSIT/COMMUNITY CTR	.00	.00	50.00	50.00	.0
10-36-280000	WHITAKER FEES	.00	.00	1,000.00	1,000.00	.0
10-36-290000	SALE OF HISTORIC MAPS	.00	.00	50.00	50.00	.0
10-36-350000	YOUTH COUNCIL (CHECKING)	.00	.00	4,000.00	4,000.00	.0
10-36-400000	SALE OF FIXED ASSETS	70.00	17,080.00	25,000.00	7,920.00	68.3
10-36-800000	WITNESS FEES	.00	607.50	350.00	(257.50)	173.6
10-36-810000	INSURANCE REIMBURSEMENT	.00	36,376.36	1,000.00	(35,376.36)	3637.6
10-36-820000	CITIZEN'S ACADEMY	.00	.00	1,000.00	1,000.00	.0
10-36-840000	SEX OFFENDER REGISTRY FEE	.00	.00	50.00	50.00	.0
10-36-880000	FEMA WIND REIMBURSEMENT	17,236.54	17,236.54	.00	(17,236.54)	.0
10-36-900000	SUNDRY REVENUE	(1,702.97)	7,735.96	15,000.00	7,264.04	51.6
TOTAL MISCELLANEOUS REVENUE		9,567.03	84,154.11	88,250.00	4,095.89	95.4

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>NON-OPERATING REVENUE</u>					
10-38-200000	TRANSFER FROM RDA-HOMELESS	2,920.99	17,525.94	35,000.00	17,474.06	50.1
10-38-340000	CONTRIBUTION/JULY 4TH	.00	600.00	.00	(600.00)	.0
10-38-430000	CONTRIBUTIONS - HISTORIC SITES	.00	.00	10,000.00	10,000.00	.0
10-38-450000	MISC. CONTRIBUTIONS	.00	2,000.00	42,000.00	40,000.00	4.8
10-38-470000	POLICE CONTRIBUTIONS	.00	12,170.75	7,500.00	(4,670.75)	162.3
10-38-500000	CONTRIBUTIONS-CENTENNIAL BOOK	.00	100.00	.00	(100.00)	.0
10-38-700000	CONTRIBUTION PREPAREDNESS FAIR	.00	.00	100.00	100.00	.0
	TOTAL NON-OPERATING REVENUE	2,920.99	32,396.69	94,600.00	62,203.31	34.3
	<u>CONTRIBUTIONS & TRANSFERS</u>					
10-39-200000	TRANSFER FROM OTHER FUNDS	2,129.94	14,325.96	51,530.00	37,204.04	27.8
10-39-250000	USE OF FUND BALANCE	.00	.00	152,821.00	152,821.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	2,129.94	14,325.96	204,351.00	190,025.04	7.0
	TOTAL FUND REVENUE	2,011,138.14	6,225,072.00	11,019,805.00	4,794,733.00	56.5

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-4111-120.0 WAGES - COUNCIL	4,325.00	25,950.00	51,900.00	25,950.00	50.0
10-4111-130.0 FICA	338.50	1,935.38	3,971.00	2,035.62	48.7
10-4111-135.0 WORKERS COMPENSATION	90.54	517.00	1,300.00	783.00	39.8
10-4111-141.0 TRANSPORTATION ALLOWANCE	100.00	600.00	1,200.00	600.00	50.0
10-4111-200.0 UNIFORM PURCHASE	.00	.00	750.00	750.00	.0
10-4111-210.0 ULC&T	1,054.03	6,324.18	12,648.00	6,323.82	50.0
10-4111-211.0 CHAMBER OF COMMERCE MEMBERSHIP	425.00	425.00	575.00	150.00	73.9
10-4111-217.0 CONTRIBUTIONS	.00	.00	500.00	500.00	.0
10-4111-231.0 MAYOR LUNCHEON	.00	.00	600.00	600.00	.0
10-4111-240.0 OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
10-4111-310.0 RECORDER SERVICES	358.68	1,091.56	6,000.00	4,908.44	18.2
10-4111-314.0 COMPUTER SERVICES	.00	374.25	375.00	.75	99.8
10-4111-330.0 EDUCATION & TRAINING	.00	930.28	4,000.00	3,069.72	23.3
10-4111-480.0 MISC SUPPLIES	.00	.00	300.00	300.00	.0
10-4111-481.0 MEETING MEALS	361.25	868.38	2,100.00	1,231.62	41.4
10-4111-510.0 SPECIAL CONTINGENCY	2,000.11	20,845.15	40,000.00	19,154.85	52.1
TOTAL LEGISLATIVE	9,053.11	59,861.18	126,319.00	66,457.82	47.4
<u>JUDICIAL</u>					
10-4120-110.0 SALARY AND WAGES	4,648.56	27,602.90	55,500.00	27,897.10	49.7
10-4120-111.0 OVERTIME PAY	252.74	1,067.14	1,500.00	432.86	71.1
10-4120-120.0 WAGES - JUDGE	5,275.72	27,188.00	53,600.00	26,412.00	50.7
10-4120-121.0 PART TIME - OFFICE	(693.08)	186.66	.00	(186.66)	.0
10-4120-122.0 PART TIME - OFFICE	3,885.10	19,857.51	45,800.00	25,942.49	43.4
10-4120-130.0 FICA	797.84	4,822.48	12,000.00	7,177.52	40.2
10-4120-131.0 RETIREMENT	2,120.89	11,248.44	20,500.00	9,251.56	54.9
10-4120-132.0 MEDICAL INSURANCE	1,871.69	11,233.10	22,800.00	11,566.90	49.3
10-4120-134.0 LONG TERM DISABILITY	15.06	94.94	300.00	205.06	31.7
10-4120-135.0 WORKERS COMPENSATION	117.39	638.49	1,700.00	1,061.51	37.6
10-4120-210.0 BOOKS & SUBSCRIPTIONS	.00	.00	600.00	600.00	.0
10-4120-230.0 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
10-4120-240.0 OFFICE SUPPLIES	.00	800.37	800.00	(.37)	100.1
10-4120-241.0 PRINTING	.00	.00	500.00	500.00	.0
10-4120-242.0 POSTAGE	106.53	456.04	1,800.00	1,343.96	25.3
10-4120-260.0 EQUIP MAINT SUPPLIES	.00	.00	100.00	100.00	.0
10-4120-262.0 COPIER SUPPLIES	.00	.00	800.00	800.00	.0
10-4120-311.0 PROFESSIONAL SERVICES	108.41	258.15	700.00	441.85	36.9
10-4120-314.0 COMPUTER SERVICES	.00	374.25	500.00	125.75	74.9
10-4120-330.0 EDUCATION & TRAINING	.00	.00	700.00	700.00	.0
10-4120-350.0 CONTRACT SERVICES - JUDGE	.00	.00	500.00	500.00	.0
10-4120-480.0 MISC SUPPLIES	7.00	98.82	300.00	201.18	32.9
10-4120-621.0 WITNESS FEES	.00	.00	250.00	250.00	.0
10-4120-623.0 JURY FEES	.00	.00	300.00	300.00	.0
10-4120-624.0 INTERPRETOR	200.00	750.00	1,800.00	1,050.00	41.7
10-4120-740.0 CAPITAL EQUIPMENT	.00	.00	8,000.00	8,000.00	.0
TOTAL JUDICIAL	18,713.85	106,677.29	231,450.00	124,772.71	46.1

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
10-4130-110.0 SALARY AND WAGES	30,172.19	184,106.44	370,229.00	186,122.56	49.7
10-4130-111.0 OVERTIME PAY	298.51	1,576.53	5,500.00	3,923.47	28.7
10-4130-130.0 FICA	1,995.14	13,449.68	28,700.00	15,250.32	46.9
10-4130-131.0 RETIREMENT	5,078.21	33,070.80	70,000.00	36,929.20	47.2
10-4130-132.0 MEDICAL INSURANCE	6,519.81	39,124.18	105,800.00	66,675.82	37.0
10-4130-134.0 LONG TERM DISABILITY	66.79	435.31	300.00	(135.31)	145.1
10-4130-135.0 WORKERS COMPENSATION	387.16	2,610.38	4,000.00	1,389.62	65.3
10-4130-141.0 TRANSPORTATION ALLOWANCE	150.00	463.20	5,200.00	4,736.80	8.9
10-4130-200.0 UNIFORM ALLOWANCE	.00	62.21	1,000.00	937.79	6.2
10-4130-210.0 BOOKS & SUBSCRIPTIONS	.00	338.90	800.00	461.10	42.4
10-4130-211.0 MEMBERSHIPS	1,056.00	1,186.00	3,000.00	1,814.00	39.5
10-4130-213.0 MUNICIPAL CODE SERVICES	1,500.00	1,550.00	1,500.00	(50.00)	103.3
10-4130-220.0 PUBLIC NOTICES	74.30	2,756.30	500.00	(2,256.30)	551.3
10-4130-230.0 MILEAGE REIMBURSEMENT	.00	124.60	600.00	475.40	20.8
10-4130-240.0 OFFICE SUPPLIES	162.92	574.89	1,300.00	725.11	44.2
10-4130-241.0 PRINTING	.00	.00	700.00	700.00	.0
10-4130-242.0 POSTAGE	4.77	1,130.82	1,050.00	(80.82)	107.7
10-4130-260.0 EQUIP MAINT & SUPPLIES	.00	556.24	2,700.00	2,143.76	20.6
10-4130-264.0 COMPUTER MAINTENANCE	14.99	1,482.00	10,000.00	8,518.00	14.8
10-4130-280.0 TELEPHONE - AIR TIME	287.44	1,912.50	3,000.00	1,087.50	63.8
10-4130-310.0 PROFESSIONAL SERVICES	1,106.75	10,617.76	13,000.00	2,382.24	81.7
10-4130-330.0 EDUCATION AND TRAINING	800.00	10,740.18	19,000.00	8,259.82	56.5
10-4130-480.0 MISC SUPPLIES	11.04	17.03	250.00	232.97	6.8
10-4130-481.0 EMPLOYEE - TUITION	.00	.00	6,000.00	6,000.00	.0
10-4130-482.0 EMPLOYEE - SERVICE	386.91	961.77	4,700.00	3,738.23	20.5
10-4130-483.0 EMPLOYEE- DINNER	7,553.25	7,764.58	6,500.00	(1,264.58)	119.5
10-4130-484.0 EMPLOYEE - FITNESS BENEFIT	.00	200.00	4,200.00	4,000.00	4.8
10-4130-485.0 NEWSLETTER - POSTAGE	.00	1,067.65	3,200.00	2,132.35	33.4
10-4130-486.0 NEWSLETTER - PRINTING	.00	2,361.14	6,800.00	4,438.86	34.7
10-4130-487.0 VOLUNTEER SERVICE RECOGNITION	.00	.00	3,600.00	3,600.00	.0
10-4130-740.0 CAPITAL EQUIPMENT	338.44	2,759.45	8,000.00	5,240.55	34.5
10-4130-745.0 NETWORK EQUIPMENT/LICENSING	9,742.36	24,997.59	40,000.00	15,002.41	62.5
10-4130-755.0 WEBSITE	4,418.99	6,418.99	14,000.00	7,581.01	45.9
TOTAL ADMINISTRATIVE	72,125.97	354,417.12	745,129.00	390,711.88	47.6

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ATTORNEY</u>					
10-4135-110.0	SALARY AND WAGES	14,015.19	70,439.76	133,600.00	63,160.24	52.7
10-4135-130.0	FICA	978.35	5,277.77	10,500.00	5,222.23	50.3
10-4135-131.0	RETIREMENT	1,907.38	12,397.97	25,200.00	12,802.03	49.2
10-4135-132.0	MEDICAL INSURANCE	714.39	4,289.30	9,500.00	5,210.70	45.2
10-4135-134.0	LONG TERM DISABILITY	35.12	228.28	700.00	471.72	32.6
10-4135-135.0	WORKERS COMPENSATION	21.01	112.86	3,500.00	3,387.14	3.2
10-4135-210.0	BOOKS & SUBSCRIPTIONS	4.70	1,625.10	5,000.00	3,374.90	32.5
10-4135-211.0	MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-4135-215.0	FILING FEES & COSTS	.00	.00	100.00	100.00	.0
10-4135-230.0	MILEAGE REIMBURSEMENT	.00	.00	300.00	300.00	.0
10-4135-240.0	OFFICE SUPPLIES	20.80	20.80	300.00	279.20	6.9
10-4135-264.0	COMPUTER MAINTENANCE	.00	124.75	100.00	(24.75)	124.8
10-4135-280.0	TELEPHONE AIR TIME	38.75	217.50	500.00	282.50	43.5
10-4135-330.0	EDUCATION & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-4135-480.0	MISC SUPPLIES	16.08	140.28	500.00	359.72	28.1
10-4135-650.0	SPEC. PROJECT	.00	.00	5,000.00	5,000.00	.0
	TOTAL ATTORNEY	17,751.77	94,874.37	197,800.00	102,925.63	48.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>						
10-4140-110.0	SALARY AND WAGES	20,208.84	120,110.72	235,600.00	115,489.28	51.0
10-4140-111.0	OVERTIME PAY	.00	380.71	2,000.00	1,619.29	19.0
10-4140-130.0	FICA	1,326.78	8,633.64	18,100.00	9,466.36	47.7
10-4140-131.0	RETIREMENT	3,371.34	21,841.94	39,800.00	17,958.06	54.9
10-4140-132.0	MEDICAL INSURANCE	5,248.56	31,503.20	93,100.00	61,596.80	33.8
10-4140-134.0	LONG TERM DISABILITY	62.06	401.61	1,200.00	798.39	33.5
10-4140-135.0	WORKERS COMPENSATION	30.70	198.74	600.00	401.26	33.1
10-4140-200.0	UNIFORM PURCHASE	.00	.00	1,000.00	1,000.00	.0
10-4140-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	150.00	150.00	.0
10-4140-211.0	MEMBERSHIPS	.00	275.00	1,500.00	1,225.00	18.3
10-4140-220.0	PUBLIC NOTICES	.00	322.86	100.00	(222.86)	322.9
10-4140-230.0	MILEAGE REIMBURSEMENT	.00	10.72	500.00	489.28	2.1
10-4140-240.0	OFFICE SUPPLIES	167.82	811.80	2,000.00	1,188.20	40.6
10-4140-241.0	PRINTING	315.00	1,772.76	2,600.00	827.24	68.2
10-4140-242.0	POSTAGE	182.61	1,802.97	2,400.00	597.03	75.1
10-4140-260.0	EQUIP MAINT & SUPPLIES	.00	118.79	250.00	131.21	47.5
10-4140-262.0	COPIER SUPPLIES	684.90	1,165.20	1,800.00	634.80	64.7
10-4140-264.0	COMPUTER MAINTENANCE	.00	913.79	600.00	(313.79)	152.3
10-4140-280.0	TELEPHONE - AIR TIME	38.75	217.50	1,000.00	782.50	21.8
10-4140-310.0	PROFESSIONAL SERVICES	108.41	170.56	1,400.00	1,229.44	12.2
10-4140-311.0	RETIREMENT ADMINISTRATION FEES	.00	329.57	1,500.00	1,170.43	22.0
10-4140-312.0	CPA SERVICES	6,740.00	20,440.00	28,000.00	7,560.00	73.0
10-4140-313.0	AUDIT SERVICES	21,000.00	21,000.00	16,500.00	(4,500.00)	127.3
10-4140-314.0	COMPUTER SERVICES	426.50	2,469.00	4,600.00	2,131.00	53.7
10-4140-315.0	FLEX SPENDING SERVICES	100.00	600.00	1,200.00	600.00	50.0
10-4140-320.0	BANKING SERVICES	2,286.94	12,841.04	15,000.00	2,158.96	85.6
10-4140-327.0	CASH BOND INTEREST EXPENSE	.00	.00	5,000.00	5,000.00	.0
10-4140-330.0	EDUCATION AND TRAINING	.00	1,487.86	7,500.00	6,012.14	19.8
10-4140-480.0	MISC SUPPLIES	25.54	321.27	1,200.00	878.73	26.8
10-4140-511.0	INSURANCE - LIABILITY	4,886.81	19,673.05	36,346.00	16,672.95	54.1
10-4140-515.0	LIABILITY DEDUCTIBLE	.00	.00	10,000.00	10,000.00	.0
TOTAL FINANCE		67,211.56	269,814.30	532,546.00	262,731.70	50.7
<u>ATTORNEY SERVICES</u>						
10-4145-310.0	ATTORNEY SERVICES	.00	3,589.75	.00	(3,589.75)	.0
10-4145-315.0	PROSECUTING ATTORNEY SERVICES	6,000.00	11,992.66	20,000.00	8,007.34	60.0
10-4145-320.0	PUBLIC DEFENDER SERVICES	725.00	3,881.09	6,000.00	2,118.91	64.7
TOTAL ATTORNEY SERVICES		6,725.00	19,463.50	26,000.00	6,536.50	74.9

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EMERGENCY MANAGEMENT</u>					
10-4150-261.0	EQUIPMENT MAINTENANCE	.00	.00	250.00	250.00	.0
10-4150-320.0	PREP FAIR	.00	.00	8,113.00	8,113.00	.0
10-4150-330.0	EDUCATION & TRAINING	120.80	740.04	1,500.00	759.96	49.3
10-4150-350.0	CITIZEN CORP	9.65	14.27	500.00	485.73	2.9
10-4150-480.0	MISC SUPPLIES	40.01	40.08	2,000.00	1,959.92	2.0
10-4150-740.0	CAPITAL EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
	TOTAL EMERGENCY MANAGEMENT	170.46	794.39	14,863.00	14,068.61	5.3
	<u>FIRE SERVICES</u>					
10-4155-323.0	SOUTH DAVIS FIRE DIST. ASSMT	84,830.92	508,985.51	1,068,870.00	559,884.49	47.6
	TOTAL FIRE SERVICES	84,830.92	508,985.51	1,068,870.00	559,884.49	47.6
	<u>ELECTIONS</u>					
10-4170-480.0	SPECIAL DEPT. SUPPLIES - MISC.	16,683.57	32,876.89	17,200.00	(15,676.89)	191.1
	TOTAL ELECTIONS	16,683.57	32,876.89	17,200.00	(15,676.89)	191.1
	<u>YOUTH COUNCIL</u>					
10-4180-480.0	MISCELLANEOUS	709.88	1,874.16	6,400.00	4,525.84	29.3
10-4180-486.0	SPRING CONFERENCE	.00	.00	2,500.00	2,500.00	.0
10-4180-640.0	FLOAT	.00	.00	100.00	100.00	.0
	TOTAL YOUTH COUNCIL	709.88	1,874.16	9,000.00	7,125.84	20.8

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WHITAKER</u>					
10-4190-120.0	PART TIME WAGES	2,106.59	12,480.92	25,000.00	12,519.08	49.9
10-4190-130.0	FICA	145.54	944.53	2,000.00	1,055.47	47.2
10-4190-131.0	RETIREMENT	351.42	2,264.04	4,600.00	2,335.96	49.2
10-4190-135.0	WORKERS COMPENSATION	39.66	254.12	500.00	245.88	50.8
10-4190-211.0	MEMBERSHIPS	.00	98.00	978.00	880.00	10.0
10-4190-240.0	OFFICE SUPPLIES	80.33	134.41	650.00	515.59	20.7
10-4190-280.0	TELEPHONE - AIR TIME	22.15	124.29	.00	(124.29)	.0
10-4190-310.0	RECORDING SERVICES	60.36	95.11	800.00	704.89	11.9
10-4190-312.0	PUBLIC RELATIONS	299.88	1,212.70	1,000.00	(212.70)	121.3
10-4190-316.0	EVENT SUPPLIES	209.70	1,057.10	1,500.00	442.90	70.5
10-4190-330.0	EDUCATION & TRAINING	.00	.00	950.00	950.00	.0
10-4190-368.0	KEEPING THE STORIES ALIVE	.00	217.80	300.00	82.20	72.6
10-4190-480.0	MISC SUPPLIES	.00	62.80	200.00	137.20	31.4
10-4190-740.0	CAPITAL EQUIPMENT	325.50	1,505.00	1,000.00	(505.00)	150.5
	TOTAL WHITAKER	3,641.13	20,450.82	39,478.00	19,027.18	51.8

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT EXPENDITURES</u>						
10-4210-110.0	SALARY AND WAGES	142,759.91	751,733.01	1,493,509.00	741,775.99	50.3
10-4210-111.0	OVERTIME PAY	(2,300.71)	16,778.19	27,000.00	10,221.81	62.1
10-4210-112.0	OVERTIME PAY- WARRANT SERVICE	.00	.00	8,000.00	8,000.00	.0
10-4210-115.0	OVERTIME PAY-BALIFF	.00	.00	3,225.00	3,225.00	.0
10-4210-130.0	FICA	9,748.74	57,336.36	116,161.00	58,824.64	49.4
10-4210-131.0	RETIREMENT	40,004.84	224,503.17	510,601.00	286,097.83	44.0
10-4210-132.0	MEDICAL INSURANCE	28,324.95	167,514.84	456,900.00	289,385.16	36.7
10-4210-134.0	LONG TERM DISABILITY	451.81	2,600.91	7,394.00	4,793.09	35.2
10-4210-135.0	WORKERS COMPENSATION	2,184.81	14,255.85	37,785.00	23,529.15	37.7
10-4210-137.0	LINE OF DUTY	.00	.00	2,000.00	2,000.00	.0
10-4210-200.0	UNIFORM PURCHASE	1,577.56	6,215.24	11,600.00	5,384.76	53.6
10-4210-201.0	UNIFORM CLEANING	87.00	542.04	2,000.00	1,457.96	27.1
10-4210-210.0	BOOKS & SUBSCRIPTIONS	.00	309.90	200.00	(109.90)	155.0
10-4210-211.0	MEMBERSHIPS	.00	494.45	1,000.00	505.55	49.5
10-4210-220.0	PUBLIC NOTICES	.00	265.69	500.00	234.31	53.1
10-4210-235.0	EVIDENCE SUPPLIES	633.85	1,994.56	2,200.00	205.44	90.7
10-4210-240.0	OFFICE SUPPLIES	345.65	2,563.52	5,000.00	2,436.48	51.3
10-4210-241.0	PRINTING	9.90	600.59	4,250.00	3,649.41	14.1
10-4210-242.0	POSTAGE	57.20	204.96	1,300.00	1,095.04	15.8
10-4210-250.0	VEHICLE MAINTENANCE - MISC.	1,806.60	9,250.77	18,000.00	8,749.23	51.4
10-4210-251.0	BICYCLE MAINTENANCE	.00	160.42	300.00	139.58	53.5
10-4210-252.0	VEHICLE MAINTENANCE - BODY RPR	329.05	3,195.71	4,000.00	804.29	79.9
10-4210-253.0	VEHICLE MAINTENANCE - TIRES	2,410.65	4,333.50	7,000.00	2,666.50	61.9
10-4210-254.0	VEHICLE MAINT- PREVENTATIVE	1,082.64	4,215.99	11,500.00	7,284.01	36.7
10-4210-255.0	RADAR MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-4210-260.0	EQUIPMENT MAINTENANCE	.00	1,143.22	10,000.00	8,856.78	11.4
10-4210-261.0	RADIO MAINTENANCE	.00	451.49	3,500.00	3,048.51	12.9
10-4210-262.0	COPIER MAINTENANCE	.00	138.99	550.00	411.01	25.3
10-4210-263.0	OFFICE EQUIPMENT MAINTENANCE	255.36	509.80	500.00	(9.80)	102.0
10-4210-264.0	EQUIP MAINTENCE-COMPUTER	.00	1,746.50	5,000.00	3,253.50	34.9
10-4210-265.0	CRIME PREVENTION	199.15	5,989.20	6,800.00	810.80	88.1
10-4210-267.0	WEAPONS MAINTENANCE	.00	3,575.68	3,625.00	49.32	98.6
10-4210-270.0	TELEPHONE - AIR TIME	718.98	3,217.84	11,500.00	8,282.16	28.0
10-4210-282.0	AIR TIME - LAPTOPS	921.01	4,362.59	10,550.00	6,187.41	41.4
10-4210-290.0	GASOLINE	6,483.50	43,888.19	57,000.00	13,111.81	77.0
10-4210-310.0	PROFESSIONAL SERVICES	.00	601.00	4,000.00	3,399.00	15.0
10-4210-320.0	FATPOT MAINTENANCE FEES	1,506.75	9,040.50	18,000.00	8,959.50	50.2
10-4210-330.0	EDUCATION & TRAINING	799.46	16,100.83	21,000.00	4,899.17	76.7
10-4210-340.0	LEXIPOL P&P	660.75	3,964.50	7,929.00	3,964.50	50.0
10-4210-480.0	MISC SUPPLIES	229.16	2,984.41	5,000.00	2,015.59	59.7
10-4210-481.0	PHOTOGRAPHY SUPPLIES	.00	8.88	1,000.00	991.12	.9
10-4210-482.0	AMMUNITION	260.96	1,485.45	8,000.00	6,514.55	18.6
10-4210-483.0	INVESTIGATION SUPPLIES	345.40	1,345.45	3,500.00	2,154.55	38.4
10-4210-484.0	MEDICAL SUPPLIES	.00	208.44	500.00	291.56	41.7
10-4210-512.0	INSURANCE - AUTO LIAB.	.00	8,613.00	9,000.00	387.00	95.7
10-4210-610.0	CITIZEN ACADEMY	.00	532.04	2,077.00	1,544.96	25.6
10-4210-620.0	MISCELLANEOUS SERVICES	37.54	225.24	450.00	224.76	50.1
10-4210-621.0	METRO TASK FORCE	.00	14,629.12	14,630.00	.88	100.0
10-4210-623.0	PHYSICAL FITNESS STANDARDS	.00	.00	2,500.00	2,500.00	.0
10-4210-625.0	DISPATCH SERVICES	.00	11,330.00	45,320.00	33,990.00	25.0
10-4210-730.0	DEER MITIGATION FUNDS	85.93	404.71	500.00	95.29	80.9
10-4210-740.0	CAPITAL EQUIPMENT	.00	9,560.96	387,700.00	378,139.04	2.5

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-4210-752.0	GRANT/DONATION PURCHASES	5,432.87	15,840.86	10,633.00	(5,207.86)	149.0
	TOTAL POLICE DEPARTMENT EXPENDITURES	247,451.27	1,430,968.56	3,383,189.00	1,952,220.44	42.3
	<u>LIQUOR LAW ENFORCEMENT</u>					
10-4218-110.0	SALARY & WAGES	700.46	1,090.54	6,500.00	5,409.46	16.8
10-4218-130.0	FICA	53.75	71.13	700.00	628.87	10.2
10-4218-135.0	WORKERS COMPENSATION	11.61	17.23	150.00	132.77	11.5
10-4218-330.0	EDUCATION & TRAINING	.00	.00	1,500.00	1,500.00	.0
10-4218-480.0	MISC SUPPLIES	.00	.00	500.00	500.00	.0
10-4218-740.0	CAPITAL EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
	TOTAL LIQUOR LAW ENFORCEMENT	765.82	1,178.90	19,350.00	18,171.10	6.1
	<u>SCHOOL CROSSING PROGRAM</u>					
10-4219-120.0	PART TIME WAGES	4,785.84	25,836.00	62,000.00	36,164.00	41.7
10-4219-130.0	FICA	365.73	2,019.33	4,800.00	2,780.67	42.1
10-4219-135.0	WORKERS COMPENSATION	104.86	573.89	1,450.00	876.11	39.6
10-4219-271.0	UTILITIES - POWER	.00	28.84	800.00	771.16	3.6
10-4219-480.0	MISC SUPPLIES	43.67	424.59	1,200.00	775.41	35.4
	TOTAL SCHOOL CROSSING PROGRAM	5,300.10	28,882.65	70,250.00	41,367.35	41.1
	<u>K-9</u>					
10-4223-310.0	PROFESSIONAL SERVICES	.00	315.58	2,000.00	1,684.42	15.8
10-4223-330.0	EDUCATION & TRAINING	.00	1,487.86	1,500.00	12.14	99.2
10-4223-480.0	MISC SUPPLIES	.00	131.90	2,000.00	1,868.10	6.6
	TOTAL K-9	.00	1,935.34	5,500.00	3,564.66	35.2
	<u>D.A.R.E PROGRAM</u>					
10-4225-110.0	SALARY & WAGES	.00	22,975.65	54,950.00	31,974.35	41.8
10-4225-130.0	FICA	.00	1,719.03	4,200.00	2,480.97	40.9
10-4225-131.0	RETIREMENT	.00	7,902.51	19,200.00	11,297.49	41.2
10-4225-132.0	MEDICAL INSURANCE	.00	572.50	9,500.00	8,927.50	6.0
10-4225-134.0	LONG TERM DISABILITY	.00	80.75	300.00	219.25	26.9
10-4225-135.0	WORKERS COMPENSATION	.00	491.47	2,000.00	1,508.53	24.6
10-4225-241.0	PRINTING	.00	.00	500.00	500.00	.0
10-4225-330.0	TRAINING & EDUCATION	.00	.00	500.00	500.00	.0
10-4225-480.0	MISC SUPPLIES	.00	216.48	4,000.00	3,783.52	5.4
	TOTAL D.A.R.E PROGRAM	.00	33,958.39	95,150.00	61,191.61	35.7

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ANIMAL CONTROL SERVICES</u>					
10-4253-310.0	DAVIS COUNTY SERVICES	4,475.38	22,376.90	51,350.00	28,973.10	43.6
	TOTAL ANIMAL CONTROL SERVICES	4,475.38	22,376.90	51,350.00	28,973.10	43.6
	<u>PUBLIC WORKS ADMINISTRATION</u>					
10-4405-110.0	SALARY AND WAGES	26,897.82	154,571.90	355,200.00	200,628.10	43.5
10-4405-111.0	OVERTIME PAY	38.89	43.96	3,000.00	2,956.04	1.5
10-4405-130.0	FICA	1,867.99	11,465.57	27,200.00	15,734.43	42.2
10-4405-131.0	RETIREMENT	4,213.27	27,591.76	67,200.00	39,608.24	41.1
10-4405-132.0	MEDICAL INSURANCE	5,890.31	35,350.74	116,300.00	80,949.26	30.4
10-4405-134.0	LONG TERM DISABILITY	77.54	507.80	1,700.00	1,192.20	29.9
10-4405-135.0	WORKERS COMPENSATION	503.36	3,096.87	6,300.00	3,203.13	49.2
10-4405-200.0	UNIFORM PURCHASE	.00	915.48	1,200.00	284.52	76.3
10-4405-210.0	BOOK & SUBSCRIPTIONS	.00	.00	100.00	100.00	.0
10-4405-211.0	MEMBERSHIPS	.00	49.00	500.00	451.00	9.8
10-4405-220.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4405-230.0	MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
10-4405-240.0	OFFICE SUPPLIES	24.85	395.14	1,400.00	1,004.86	28.2
10-4405-241.0	PRINTING	.00	95.59	200.00	104.41	47.8
10-4405-242.0	POSTAGE	.00	.00	500.00	500.00	.0
10-4405-262.0	OFFICE SUPPLIES	.00	.00	300.00	300.00	.0
10-4405-264.0	COMPUTER MAINTENANCE	.00	623.75	1,500.00	876.25	41.6
10-4405-280.0	TELEPHONE - AIR TIME	206.97	1,121.67	1,500.00	378.33	74.8
10-4405-310.0	PROFESSIONAL SERVICES	.00	85.00	400.00	315.00	21.3
10-4405-330.0	EDUCATION AND TRAINING	379.26	920.78	8,500.00	7,579.22	10.8
10-4405-480.0	MISC SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-4405-482.0	SMALL TOOLS & MINOR EQUIPMENT	582.35	6,392.21	14,500.00	8,107.79	44.1
10-4405-512.0	INSURANCE - AUTO LIABILITY	.00	995.00	1,000.00	5.00	99.5
10-4405-740.0	CAPITAL EQUIPMENT	.00	977.99	64,000.00	63,022.01	1.5
	TOTAL PUBLIC WORKS ADMINISTRATION	40,682.61	245,200.21	673,700.00	428,499.79	36.4

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STREET DEPARTMENT</u>					
10-4410-110.0	SALARY AND WAGES	24,713.71	139,231.85	209,200.00	69,968.15	66.6
10-4410-111.0	OVERTIME	51.47	60.55	7,000.00	6,939.45	.9
10-4410-130.0	FICA	1,595.38	9,973.59	16,000.00	6,026.41	62.3
10-4410-131.0	RETIREMENT	4,063.02	25,347.02	38,700.00	13,352.98	65.5
10-4410-132.0	MEDICAL INSURANCE	8,233.63	49,416.58	93,100.00	43,683.42	53.1
10-4410-134.0	LONG TERM DISABILITY	74.79	466.52	1,000.00	533.48	46.7
10-4410-135.0	WORKERS COMPENSATION	534.78	3,380.23	7,600.00	4,219.77	44.5
10-4410-200.0	UNIFORM PURCHASE	.00	1,796.69	1,900.00	103.31	94.6
10-4410-256.0	VEHICLE MAINTENANCE	4,067.44	23,906.20	74,000.00	50,093.80	32.3
10-4410-261.0	RADIO MAINTENANCE	.00	.00	100.00	100.00	.0
10-4410-265.0	FIRE EXTINGUISHER	.00	.00	300.00	300.00	.0
10-4410-280.0	TELEPHONE - AIR TIME	238.49	951.66	2,000.00	1,048.34	47.6
10-4410-290.0	GASOLINE & DIESEL FUEL	6,956.33	14,565.83	21,000.00	6,434.17	69.4
10-4410-314.0	COMPUTER SERVICES	.00	124.75	125.00	.25	99.8
10-4410-330.0	EDUCATION & TRAINING	800.00	2,433.01	6,500.00	4,066.99	37.4
10-4410-479.0	HAULING CONSTRUCTION MATERIAL	135.00	455.00	3,500.00	3,045.00	13.0
10-4410-480.0	MISC SUPPLIES	124.60	1,626.78	5,000.00	3,373.22	32.5
10-4410-481.0	SNOW REMOVAL	3,517.50	19,639.24	48,500.00	28,860.76	40.5
10-4410-482.0	ASPHALT	339.11	6,959.80	20,000.00	13,040.20	34.8
10-4410-483.0	WEED CONTROL	.00	.00	100.00	100.00	.0
10-4410-484.0	MEDICAL SUPPLIES	.00	.00	250.00	250.00	.0
10-4410-485.0	TOOLS	59.39	517.00	1,000.00	483.00	51.7
10-4410-486.0	PAINT STRIPING MATERIALS	.00	1,355.33	18,000.00	16,644.67	7.5
10-4410-488.0	SIGNS	616.10	8,805.15	16,000.00	7,194.85	55.0
10-4410-489.0	ROAD BASE	.00	.00	2,500.00	2,500.00	.0
10-4410-494.0	STREET SWEEPING CONTRACT	.00	.00	30,000.00	30,000.00	.0
10-4410-512.0	INSURANCE	.00	4,014.00	4,200.00	186.00	95.6
10-4410-610.0	STREET LIGHT POWER	6,293.22	32,079.21	90,000.00	57,920.79	35.6
10-4410-620.0	STREET LIGHT REPAIRS	314.87	8,332.48	20,000.00	11,667.52	41.7
10-4410-740.0	CAPITAL EQUIPMENT	.00	111,558.00	164,330.00	52,772.00	67.9
10-4410-750.0	CAPITAL PROJECTS	73.66	19,624.83	26,000.00	6,375.17	75.5
	TOTAL STREET DEPARTMENT	62,802.49	486,621.30	927,905.00	441,283.70	52.4

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GIS DEPARTMENT</u>						
10-4470-110.0	SALARY AND WAGES	6,293.88	35,658.08	69,900.00	34,241.92	51.0
10-4470-111.0	OVERTIME PAY	.00	.00	500.00	500.00	.0
10-4470-130.0	FICA	409.38	2,540.33	5,400.00	2,859.67	47.0
10-4470-131.0	RETIREMENT	1,049.98	6,502.77	12,900.00	6,397.23	50.4
10-4470-132.0	MEDICAL INSURANCE	1,871.69	11,233.10	22,800.00	11,566.90	49.3
10-4470-134.0	LONG TERM DISABILITY	19.32	119.68	400.00	280.32	29.9
10-4470-135.0	WORKERS COMPENSATION	117.42	727.43	1,700.00	972.57	42.8
10-4470-200.0	UNIFORM PURCHASE	.00	420.00	400.00	(20.00)	105.0
10-4470-211.0	MEMBERSHIPS	.00	.00	150.00	150.00	.0
10-4470-240.0	OFFICE SUPPLIES	.00	.00	2,000.00	2,000.00	.0
10-4470-255.0	VEHICLE MAINTENANCE	149.06	233.18	350.00	116.82	66.6
10-4470-262.0	MAINTENANCE & SUPPLIES	.00	.00	500.00	500.00	.0
10-4470-280.0	TELEPHONE AIR TIME	38.75	284.76	500.00	215.24	57.0
10-4470-282.0	AIR TIME - GPS	656.75	776.78	1,244.00	467.22	62.4
10-4470-310.0	PROFESSIONAL SERVICES	.00	.00	300.00	300.00	.0
10-4470-320.0	SOFTWARE SUPPORT	98.85	278.05	5,000.00	4,721.95	5.6
10-4470-330.0	EDUCATION & TRAINING	.00	418.96	3,000.00	2,581.04	14.0
10-4470-480.0	MISC SUPPLIES	.00	276.44	800.00	523.56	34.6
10-4470-740.0	CAPITAL EQUIPMENT	.00	.00	3,300.00	3,300.00	.0
TOTAL GIS DEPARTMENT		10,705.08	59,469.56	131,144.00	71,674.44	45.4
<u>ENGINEERING</u>						
10-4490-316.0	ENG. SERVICES - COMMUNITY DEV.	11,290.00	49,218.71	35,000.00	(14,218.71)	140.6
10-4490-317.0	ENG SERVICES - INSPECTION	210.00	3,353.49	30,000.00	26,646.51	11.2
10-4490-321.0	ENG SERVICES - PARKS & CEMETER	.00	.00	1,000.00	1,000.00	.0
10-4490-322.0	ENG SERVICES - MISCELLANEOUS	420.00	1,680.00	7,000.00	5,320.00	24.0
TOTAL ENGINEERING		11,920.00	54,252.20	73,000.00	18,747.80	74.3

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS DEPARTMENT EXPENDITURES</u>						
10-4510-110.0	SALARY AND WAGES	28,158.24	175,662.05	325,300.00	149,637.95	54.0
10-4510-111.0	OVERTIME	.00	2,292.84	1,500.00	(792.84)	152.9
10-4510-120.0	TEMPORARY AND PART TIME WAGES	1,404.18	58,993.70	230,000.00	171,006.30	25.7
10-4510-130.0	FICA	1,955.70	17,748.78	42,600.00	24,851.22	41.7
10-4510-131.0	RETIREMENT	4,857.12	32,785.58	60,800.00	28,014.42	53.9
10-4510-132.0	MEDICAL INSURANCE	7,280.01	43,694.86	96,500.00	52,805.14	45.3
10-4510-134.0	LONG TERM DISABILITY	113.66	758.97	1,600.00	841.03	47.4
10-4510-135.0	WORKERS COMPENSATION	553.66	4,799.23	13,400.00	8,600.77	35.8
10-4510-200.0	UNIFORM PURCHASES	.00	732.75	2,500.00	1,767.25	29.3
10-4510-220.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4510-240.0	OFFICE SUPPLIES	.00	56.72	500.00	443.28	11.3
10-4510-242.0	POSTAGE	.00	.00	50.00	50.00	.0
10-4510-250.0	VEHICLE MAINT & SUPPLIES	378.13	3,640.31	11,500.00	7,859.69	31.7
10-4510-260.0	MISC EQUIPMENT MAINTENANCE	579.46	2,591.97	11,000.00	8,408.03	23.6
10-4510-268.0	MOWER MAINTENANCE	692.96	2,253.29	13,000.00	10,746.71	17.3
10-4510-270.0	UTILITIES - WEBER BASIN WATER	26,356.06	26,356.06	27,916.00	1,559.94	94.4
10-4510-271.0	UTILITIES - DEUEL CREEK WATER	.00	.00	14,000.00	14,000.00	.0
10-4510-274.0	UTILITIES - POWER	1,191.55	3,968.80	13,000.00	9,031.20	30.5
10-4510-277.0	UTILITIES - SEWER	.00	744.00	1,244.00	500.00	59.8
10-4510-280.0	TELEPHONE AIR TIME	197.23	1,116.33	2,400.00	1,283.67	46.5
10-4510-290.0	GASOLINE	1,485.18	8,639.73	16,500.00	7,860.27	52.4
10-4510-310.0	PROFESSIONAL SERVICES	690.00	10,385.50	9,500.00	(885.50)	109.3
10-4510-330.0	EDUCATION & TRAINING	.00	330.00	4,000.00	3,670.00	8.3
10-4510-480.0	MISC SUPPLIES	2,040.83	15,097.71	28,000.00	12,902.29	53.9
10-4510-481.0	FERTILIZERS - WEED CONTROL	.00	7,710.16	26,000.00	18,289.84	29.7
10-4510-482.0	PLANTINGS	.00	8,639.00	8,000.00	(639.00)	108.0
10-4510-483.0	SPRINKLER REPAIR	20.37	5,113.00	14,000.00	8,887.00	36.5
10-4510-484.0	HOLIDAY LIGHTING	19.70	4,722.24	6,000.00	1,277.76	78.7
10-4510-485.0	FIELD PREPARATION	.00	.00	1,800.00	1,800.00	.0
10-4510-486.0	CURB & GUTTER REPAIR	.00	.00	2,000.00	2,000.00	.0
10-4510-512.0	INSURANCE	.00	1,479.00	1,500.00	21.00	98.6
10-4510-740.0	CAPITAL EQUIPMENT	89,906.00	105,400.00	210,406.00	105,006.00	50.1
10-4510-750.0	CAPITAL PROJECTS	.00	11,397.50	.00	(11,397.50)	.0
10-4510-752.0	CITIZEN PARTICIPATION PROJECTS	.00	966.34	1,000.00	33.66	96.6
TOTAL PARKS DEPARTMENT EXPENDITURES		167,880.04	558,076.42	1,197,616.00	639,539.58	46.6
<u>PARKS & RECREATION COMMITTEE</u>						
10-4511-310.0	RECORDING SERVICES	.00	45.73	440.00	394.27	10.4
10-4511-480.0	MISC SUPPLIES	.00	.00	100.00	100.00	.0
TOTAL PARKS & RECREATION COMMITTEE		.00	45.73	540.00	494.27	8.5

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRAILS COMMITTEE</u>					
10-4512-310.0	RECORDER SERVICES	.00	173.77	440.00	266.23	39.5
10-4512-480.0	MISC SUPPLIES	.00	.00	100.00	100.00	.0
	<u>TOTAL TRAILS COMMITTEE</u>	<u>.00</u>	<u>173.77</u>	<u>540.00</u>	<u>366.23</u>	<u>32.2</u>
	<u>COMMUNITY EVENTS</u>					
10-4560-482.0	CHRISTMAS LIGHTING	33.00	233.00	400.00	167.00	58.3
10-4560-621.0	JULY 4TH CONTRIBUTION	.00	29,285.88	30,000.00	714.12	97.6
10-4560-645.0	EASTER EGG HUNT	.00	.00	1,000.00	1,000.00	.0
10-4560-750.0	MOVIES IN THE PARK	.00	117.95	3,240.00	3,122.05	3.6
	<u>TOTAL COMMUNITY EVENTS</u>	<u>33.00</u>	<u>29,636.83</u>	<u>34,640.00</u>	<u>5,003.17</u>	<u>85.6</u>
	<u>PARKS & RECREATION FACILITY</u>					
10-4595-271.0	UTILITIES - POWER	208.68	1,465.73	3,300.00	1,834.27	44.4
10-4595-276.0	UTILITIES - GAS	524.98	788.22	4,600.00	3,811.78	17.1
10-4595-277.0	UTILITIES - SEWER	.00	93.00	153.00	60.00	60.8
10-4595-310.0	PROFESSIONAL SERVICES	.00	327.00	4,000.00	3,673.00	8.2
10-4595-480.0	MISC SUPPLIES	.00	19.94	250.00	230.06	8.0
10-4595-481.0	JANITORIAL SUPPLIES	.00	130.50	440.00	309.50	29.7
10-4595-482.0	MAINTENANCE & REPAIR	.00	320.00	2,625.00	2,305.00	12.2
10-4595-514.0	INSURANCE	.00	1,530.00	1,550.00	20.00	98.7
10-4595-740.0	CAPITAL EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
	<u>TOTAL PARKS & RECREATION FACILITY</u>	<u>733.66</u>	<u>4,674.39</u>	<u>19,918.00</u>	<u>15,243.61</u>	<u>23.5</u>
	<u>GENERAL GOVT BLDGS - MAINT FAC</u>					
10-4596-271.0	UTILITIES - POWER	1,303.88	4,642.98	11,000.00	6,357.02	42.2
10-4596-276.0	UTILITIES - GAS	677.06	1,107.64	8,000.00	6,892.36	13.9
10-4596-277.0	UTILITIES - SEWER	.00	372.00	567.00	195.00	65.6
10-4596-280.0	TELEPHONE SERVICE & EQUIPMENT	1,055.25	6,346.47	13,000.00	6,653.53	48.8
10-4596-310.0	PROFESSIONAL SERVICES	.00	177.84	1,000.00	822.16	17.8
10-4596-480.0	MISC SUPPLIES	.00	.00	200.00	200.00	.0
10-4596-481.0	JANITORIAL SUPPLIES	.00	617.99	1,100.00	482.01	56.2
10-4596-482.0	MAINTENANCE & REPAIR	783.28	4,586.37	15,000.00	10,413.63	30.6
10-4596-514.0	INSURANCE	.00	1,801.00	1,850.00	49.00	97.4
10-4596-740.0	CAPITAL EQUIPMENT	.00	4,872.77	13,500.00	8,627.23	36.1
10-4596-750.0	CAPITAL PROJECTS	.00	.00	8,000.00	8,000.00	.0
	<u>TOTAL GENERAL GOVT BLDGS - MAINT FAC</u>	<u>3,819.47</u>	<u>24,525.06</u>	<u>73,217.00</u>	<u>48,691.94</u>	<u>33.5</u>

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVT BLDGS - CITY HALL</u>						
10-4597-120.0	PART TIME WAGES	2,642.46	15,678.45	35,800.00	20,121.55	43.8
10-4597-130.0	FICA	200.12	1,195.24	2,800.00	1,604.76	42.7
10-4597-131.0	RETIREMENT	199.50	1,069.26	4,200.00	3,130.74	25.5
10-4597-135.0	WORKERS COMPENSATION	55.37	331.88	1,250.00	918.12	26.6
10-4597-230.0	MILEAGE REIMBURSEMENT	.00	.00	50.00	50.00	.0
10-4597-271.0	UTILITIES - POWER	1,992.57	11,881.42	27,000.00	15,118.58	44.0
10-4597-276.0	UTILITIES - GAS	1,378.57	3,424.87	8,700.00	5,275.13	39.4
10-4597-277.0	UTILITIES - SEWER	.00	372.00	612.00	240.00	60.8
10-4597-280.0	TELEPHONE SERVICE & EQUIPMENT	1,055.26	6,346.47	13,000.00	6,653.53	48.8
10-4597-310.0	PROFESSIONAL SERVICES	1,184.00	5,506.00	10,000.00	4,494.00	55.1
10-4597-320.0	ELEVATOR CONTRACT	.00	.00	1,700.00	1,700.00	.0
10-4597-321.0	MECHANICAL SERVICE	.00	4,546.85	10,000.00	5,453.15	45.5
10-4597-480.0	MISC SUPPLIES	.00	217.80	800.00	582.20	27.2
10-4597-481.0	JANITORIAL SUPPLIES	.00	1,420.61	4,000.00	2,579.39	35.5
10-4597-482.0	MAINTENANCE & REPAIR	65.78	1,680.78	8,000.00	6,319.22	21.0
10-4597-514.0	INSURANCE	.00	7,199.00	7,200.00	1.00	100.0
10-4597-750.0	CAPITAL PROJECTS	.00	4,358.91	50,000.00	45,641.09	8.7
TOTAL GENERAL GOVT BLDGS - CITY HALL		8,773.63	65,229.54	185,112.00	119,882.46	35.2
<u>PUBLIC WORKS STORAGE FACILITY</u>						
10-4598-276.0	UTILITIES - GAS	648.24	909.74	4,000.00	3,090.26	22.7
10-4598-480.0	MISC SUPPLIES	.00	.00	150.00	150.00	.0
10-4598-482.0	MAINTENANCE & REPAIR	.00	161.76	5,000.00	4,838.24	3.2
10-4598-514.0	INSURANCE - PROPERTY	.00	2,694.00	2,700.00	6.00	99.8
TOTAL PUBLIC WORKS STORAGE FACILITY		648.24	3,765.50	11,850.00	8,084.50	31.8
<u>WHITAKER HOME</u>						
10-4599-270.0	UTILITIES - DEUEL CREEK	.00	.00	275.00	275.00	.0
10-4599-271.0	UTILITIES - POWER	60.59	363.12	1,300.00	936.88	27.9
10-4599-276.0	UTILITIES - GAS	92.76	153.41	800.00	646.59	19.2
10-4599-277.0	UTILITIES - SEWER	.00	93.00	153.00	60.00	60.8
10-4599-318.0	CUSTODIAL SUPPLIES	.00	569.58	700.00	130.42	81.4
10-4599-482.0	BUILDING MAINT & REPAIR	50.30	4,237.39	4,250.00	12.61	99.7
10-4599-514.0	INSURANCE - PROPERTY	.00	686.00	700.00	14.00	98.0
10-4599-750.0	CAPITAL PROJECTS	21.10	21,202.15	24,250.00	3,047.85	87.4
TOTAL WHITAKER HOME		224.75	27,304.65	32,428.00	5,123.35	84.2

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>					
10-4610-110.0 SALARY & WAGES	18,384.46	109,183.86	214,900.00	105,716.14	50.8
10-4610-111.0 OVERTIME PAY	.00	.00	1,000.00	1,000.00	.0
10-4610-130.0 FICA	1,198.14	7,995.31	16,600.00	8,604.69	48.2
10-4610-131.0 RETIREMENT	3,067.00	19,891.39	40,300.00	20,408.61	49.4
10-4610-132.0 MEDICAL INSURANCE	3,969.93	23,828.46	50,000.00	26,171.54	47.7
10-4610-134.0 LONG TERM DISABILITY	56.46	365.93	1,100.00	734.07	33.3
10-4610-135.0 WORKERS COMPENSATION	265.18	1,717.23	4,200.00	2,482.77	40.9
10-4610-210.0 BOOKS & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
10-4610-211.0 MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-4610-220.0 PUBLIC NOTICES	.00	.00	800.00	800.00	.0
10-4610-240.0 OFFICE SUPPLIES	74.64	270.68	1,000.00	729.32	27.1
10-4610-241.0 PRINTING	.00	.00	500.00	500.00	.0
10-4610-242.0 POSTAGE	95.60	191.73	1,000.00	808.27	19.2
10-4610-246.0 IT SERVICES AND LICENSES	.00	4,663.33	4,500.00	(163.33)	103.6
10-4610-260.0 VEHICLE MAINTENANCE	.00	112.11	300.00	187.89	37.4
10-4610-262.0 EQUIP MAINT & SUPPLIES	.00	292.06	1,500.00	1,207.94	19.5
10-4610-264.0 COMPUTER MAINTENANCE	.00	374.25	375.00	.75	99.8
10-4610-280.0 TELEPHONE - AIR TIME	78.76	257.51	840.00	582.49	30.7
10-4610-290.0 GASOLINE	26.64	67.86	200.00	132.14	33.9
10-4610-315.0 PROFESSIONAL SERVICES-PLANNING	.00	.00	1,500.00	1,500.00	.0
10-4610-330.0 EDUCATION & TRAINING	.00	804.58	2,500.00	1,695.42	32.2
10-4610-752.0 MAIN STREET STUDY	.00	.00	115,600.00	115,600.00	.0
TOTAL COMMUNITY DEVELOPMENT	27,216.81	170,016.29	459,915.00	289,898.71	37.0
<u>PLANNING COMMISSION</u>					
10-4611-305.0 MEMBER ATTENDANCE	485.00	1,695.00	6,000.00	4,305.00	28.3
10-4611-310.0 RECORDER SERVICES	166.32	1,025.52	3,000.00	1,974.48	34.2
10-4611-330.0 EDUCATION & TRAINING	.00	.00	400.00	400.00	.0
TOTAL PLANNING COMMISSION	651.32	2,720.52	9,400.00	6,679.48	28.9
<u>BOARD OF ADJUSTMENT</u>					
10-4612-305.0 MEMBER ATTENDANCE	.00	.00	300.00	300.00	.0
10-4612-310.0 RECORDER SERVICES	.00	.00	150.00	150.00	.0
TOTAL BOARD OF ADJUSTMENT	.00	.00	450.00	450.00	.0
<u>LANDMARKS COMMISSION</u>					
10-4613-310.0 RECORDER SERVICES	.00	.00	500.00	500.00	.0
TOTAL LANDMARKS COMMISSION	.00	.00	500.00	500.00	.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>BUILDING INSPECTION</u>					
10-4650-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
10-4650-211.0	MEMBERSHIPS	145.00	145.00	150.00	5.00	96.7
10-4650-260.0	EQUIPMENT MAINTENANCE	.00	.00	200.00	200.00	.0
10-4650-316.0	BUILDING INSPECTION SERVICES	4,462.03	23,039.20	35,000.00	11,960.80	65.8
	TOTAL BUILDING INSPECTION	4,607.03	23,184.20	36,550.00	13,365.80	63.4
	<u>TRANSFERS TO OTHER FUND</u>					
10-4710-820.0	TRANSFER TO RECREATION FUND	.00	41,000.00	41,000.00	.00	100.0
10-4710-952.0	TRANSFER TRANSPORTATION FUND	34,632.66	207,795.96	415,592.00	207,796.04	50.0
10-4710-990.0	CONTINGENCY - PERSONNEL ADJUST	.00	.00	62,344.00	62,344.00	.0
	TOTAL TRANSFERS TO OTHER FUND	34,632.66	248,795.96	518,936.00	270,140.04	47.9
	TOTAL FUND EXPENDITURES	930,940.58	4,993,082.40	11,020,805.00	6,027,722.60	45.3
	NET REVENUE OVER EXPENDITURES	1,080,197.56	1,231,989.60	(1,000.00)	(1,232,989.60)	12319

CENTERVILLE CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2021

REDEVELOPMENT AGENCY FUND

ASSETS

20-11100000	CASH - COMBINED FUND	504,805.91	
20-11200000	PARRISH DUE FROM LEGACY X	81,774.21	
20-13170000	ACCOUNTS RECEIVABLE-TAX INCREM	255,462.61	
	TOTAL ASSETS		842,042.73

LIABILITIES AND EQUITY

LIABILITIES

20-21320000	LEGACY DUE TO PARRISH GATEWAY	81,774.21	
20-25000000	DEFERRED REVENUE-TAX INCRMNT	255,462.89	
	TOTAL LIABILITIES		337,237.10

FUND EQUITY

20-28500000	RESTRICTED FUND BALANCE	513,405.02	
	UNAPPROPRIATED FUND BALANCE:		
20-29510000	FUND BALANCE - PREVIOUS YEAR	320,272.45	
	REVENUE OVER EXPENDITURES - YTD	(328,871.84)	
	BALANCE - CURRENT DATE	(8,599.39)	
	TOTAL FUND EQUITY		504,805.63
	TOTAL LIABILITIES AND EQUITY		842,042.73

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

REDEVELOPMENT AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAX REVENUE</u>					
20-31-100000	TAX INCREMENT - PARRISH LANE	.00	.00	1,300,000.00	1,300,000.00	.0
20-31-150000	TAX INCREMENT - LEGACY XING	.00	.00	350,000.00	350,000.00	.0
20-31-160000	TAX INCREMENT-BARNARD CREEK	.00	.00	200,000.00	200,000.00	.0
	TOTAL TAX REVENUE	.00	.00	1,850,000.00	1,850,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
20-36-100000	MISCELLANEOUS REVENUE	83.19	529.76	3,600.00	3,070.24	14.7
20-36-870000	INSURANCE REIMBURSEMENT	.00	11,840.43	.00	(11,840.43)	.0
	TOTAL MISCELLANEOUS REVENUE	83.19	12,370.19	3,600.00	(8,770.19)	343.6
	<u>PAYMENTS - CONTRIBUTIONS</u>					
20-38-750000	LEASE PAYMENT	14,372.84	55,073.93	98,000.00	42,926.07	56.2
	TOTAL PAYMENTS - CONTRIBUTIONS	14,372.84	55,073.93	98,000.00	42,926.07	56.2
	TOTAL FUND REVENUE	14,456.03	67,444.12	1,951,600.00	1,884,155.88	3.5

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

REDEVELOPMENT AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
20-4000-210.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
20-4000-310.0	PROFESSIONAL SERVICES	4,205.00	19,134.00	27,000.00	7,866.00	70.9
20-4000-315.0	TRF-ELIGIBLE EXPENSES	.00	.00	1,000.00	1,000.00	.0
20-4000-316.0	ENGINEERING	.00	.00	1,000.00	1,000.00	.0
20-4000-420.0	OTHER OBLIGATIONS	.00	9,633.54	224,393.00	214,759.46	4.3
20-4000-423.0	CONTRACTUAL - DAYTON WEST	.00	.00	128,500.00	128,500.00	.0
20-4000-430.0	CONTRACTUAL - LEGACY CROSSING	.00	.00	210,000.00	210,000.00	.0
20-4000-435.0	CONTRACTUAL - RIMINI LLC	.00	.00	23,000.00	23,000.00	.0
20-4000-440.0	CONTRACTUAL - BARNARD CREEK	.00	.00	38,000.00	38,000.00	.0
20-4000-445.0	CONTRACTUAL - H&S LLC	.00	.00	19,000.00	19,000.00	.0
20-4000-480.0	MISC SUPPLIES	.00	2,000.00	5,000.00	3,000.00	40.0
20-4000-511.0	INSURANCE/PROPERTY & LIABILITY	.00	17,719.00	22,000.00	4,281.00	80.5
20-4000-620.0	ADMINISTRATIVE SERVICES	22,717.25	136,303.50	272,607.00	136,303.50	50.0
TOTAL EXPENDITURES		26,922.25	184,790.04	971,600.00	786,809.96	19.0
<u>TRANSFER TO OTHER FUND</u>						
20-4710-810.0	TRANSFER TO GF-HOMELESS	2,920.99	17,525.94	35,000.00	17,474.06	50.1
20-4710-830.0	TRANSFER - ADDITIONAL INCREM	32,333.33	193,999.98	388,000.00	194,000.02	50.0
TOTAL TRANSFER TO OTHER FUND		35,254.32	211,525.92	423,000.00	211,474.08	50.0
<u>IMPROVEMENT PROJECTS</u>						
20-5000-100.0	TRAFFIC SIGNAL - MARKETPLACE	.00	.00	487,000.00	487,000.00	.0
20-5000-150.0	RDA IMPROVEMENTS	.00	.00	70,000.00	70,000.00	.0
TOTAL IMPROVEMENT PROJECTS		.00	.00	557,000.00	557,000.00	.0
TOTAL FUND EXPENDITURES		62,176.57	396,315.96	1,951,600.00	1,555,284.04	20.3
NET REVENUE OVER EXPENDITURES		(47,720.54)	(328,871.84)	.00	328,871.84	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2021

MUNICIPAL BUILDING AUTHORITY

ASSETS

23-11100000	CASH - COMBINED FUND	1,207.46	
	TOTAL ASSETS		1,207.46

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
23-29510000	FUND BALANCE - PREVIOUS YEAR	1,207.46	
	BALANCE - CURRENT DATE	1,207.46	
	TOTAL FUND EQUITY		1,207.46
	TOTAL LIABILITIES AND EQUITY		1,207.46

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

RECREATION

ASSETS

25-11100000	CASH		51,888.36	
	TOTAL ASSETS			51,888.36

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
25-29510000	PRIOR UNRESTRICTED FUND BALANC	30,523.53		
	REVENUE OVER EXPENDITURES - YTD	21,364.83		
	BALANCE - CURRENT DATE		51,888.36	
	TOTAL FUND EQUITY			51,888.36
	TOTAL LIABILITIES AND EQUITY			51,888.36

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
25-34-100000	SUMMER RECREATION FEES	(12,915.00)	30.00	72,375.00	72,345.00	.0
25-34-300000	OFF SEASON RECREATION FEES	16,875.00	16,875.00	13,500.00	(3,375.00)	125.0
25-34-400000	YOUTH BASEBALL/SOFTBALL FEES	.00	5,362.84	45,000.00	39,637.16	11.9
	TOTAL CHARGES FOR SERVICES	3,960.00	22,267.84	130,875.00	108,607.16	17.0
	<u>MISCELLANEOUS REVENUE</u>					
25-36-000000	CONCESSION SALES	.00	60.83	20,950.00	20,889.17	.3
	TOTAL MISCELLANEOUS REVENUE	.00	60.83	20,950.00	20,889.17	.3
	<u>DONATIONS</u>					
25-38-750000	BASEBALL DONATIONS & FUNDRAISR	.00	.00	100.00	100.00	.0
	TOTAL DONATIONS	.00	.00	100.00	100.00	.0
	<u>CONTRIBUTIONS & TRANSFERS</u>					
25-39-100000	TRANSFER FROM GENERAL FUND	.00	41,000.00	41,000.00	.00	100.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	41,000.00	41,000.00	.00	100.0
	TOTAL FUND REVENUE	3,960.00	63,328.67	192,925.00	129,596.33	32.8

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SUMMER RECREATION</u>					
25-4000-110.0	SALARY AND WAGES	4,428.57	23,918.43	.00 (	23,918.43)	.0
25-4000-120.0	PART TIME WAGES	.00	.00	67,000.00	67,000.00	.0
25-4000-130.0	FICA	306.00	1,768.23	5,200.00	3,431.77	34.0
25-4000-131.0	RETIREMENT	738.80	4,056.48	5,600.00	1,543.52	72.4
25-4000-135.0	WORKERS COMPENSATION	82.78	471.57	830.00	358.43	56.8
25-4000-220.0	PUBLIC NOTICES	.00	100.00	1,000.00	900.00	10.0
25-4000-230.0	MILEAGE REIMBURSEMENT	96.00	96.00	500.00	404.00	19.2
25-4000-240.0	GENERAL OFFICE SUPPLIES	123.97	322.11	300.00 (	22.11)	107.4
25-4000-242.0	POSTAGE	5.83	9.54	.00 (	9.54)	.0
25-4000-260.0	EQUIP MAINT & SUPPLIES	12.98	12.98	100.00	87.02	13.0
25-4000-262.0	COPIER SUPPLIES	.00	.00	500.00	500.00	.0
25-4000-280.0	TELEPHONE - AIR TIME	38.75	182.50	420.00	237.50	43.5
25-4000-310.0	MEDICAL EXAMS	.00	85.00	800.00	715.00	10.6
25-4000-311.0	INSTRUCTORS	.00	1,195.00	15,000.00	13,805.00	8.0
25-4000-314.0	COMPUTER SERVICES	3,028.44	3,123.44	3,200.00	76.56	97.6
25-4000-330.0	EDUCATION & TRAINING	50.00	50.00	300.00	250.00	16.7
25-4000-480.0	MISC SUPPLIES	.00	1,639.58	12,686.00	11,046.42	12.9
	TOTAL SUMMER RECREATION	8,912.12	37,030.86	113,436.00	76,405.14	32.6
	<u>OFF SEASON RECREATION</u>					
25-4200-310.0	INSTRUCTORS	.00	.00	9,000.00	9,000.00	.0
25-4200-480.0	MISC. SUPPLIES	326.74	349.23	4,500.00	4,150.77	7.8
	TOTAL OFF SEASON RECREATION	326.74	349.23	13,500.00	13,150.77	2.6
	<u>YOUTH BASEBALL/SOFTBALL</u>					
25-4300-120.0	PART TIME WAGES	.00	.00	2,000.00	2,000.00	.0
25-4300-130.0	FICA	.00	227.11	689.00	461.89	33.0
25-4300-135.0	WORKERS COMPENSATION	.00	63.69	200.00	136.31	31.9
25-4300-220.0	PUBLIC NOTICES	.00	.00	150.00	150.00	.0
25-4300-260.0	EQUIP MAINT & SUPPLIES	.00	.00	1,000.00	1,000.00	.0
25-4300-310.0	UMPIRES	.00	3,009.75	7,000.00	3,990.25	43.0
25-4300-311.0	PROFESSIONAL SERVICES	.00	196.46	2,000.00	1,803.54	9.8
25-4300-480.0	MISC. SUPPLIES	.00	363.20	32,000.00	31,636.80	1.1
	TOTAL YOUTH BASEBALL/SOFTBALL	.00	3,860.21	45,039.00	41,178.79	8.6

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONCESSIONS</u>					
25-4900-120.0	PART TIME WAGES	.00	15.00	10,000.00	9,985.00	.2
25-4900-130.0	FICA	.00	1.15	765.00	763.85	.2
25-4900-135.0	WORKERS COMPENSATION	.00	.57	135.00	134.43	.4
25-4900-260.0	EQUIP MAINT & SUPPLIES	.00	.00	50.00	50.00	.0
25-4900-310.0	PROFESSIONAL SERVICES	27.95	706.82	2,000.00	1,293.18	35.3
25-4900-480.0	MISC. SUPPLIES	.00	.00	8,000.00	8,000.00	.0
	TOTAL CONCESSIONS	27.95	723.54	20,950.00	20,226.46	3.5
	TOTAL FUND EXPENDITURES	9,266.81	41,963.84	192,925.00	150,961.16	21.8
	NET REVENUE OVER EXPENDITURES	(5,306.81)	21,364.83	.00	(21,364.83)	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2021

RAP TAX

ASSETS

27-11100000	CASH - COMBINED FUND	356,263.36	
27-13170000	RAP TAX A/R	103,153.37	
	TOTAL ASSETS		459,416.73

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
27-29510000	FUND BALANCE - PREVIOUS YEAR	429,726.13	
	REVENUE OVER EXPENDITURES - YTD	29,690.60	
	BALANCE - CURRENT DATE	459,416.73	
	TOTAL FUND EQUITY		459,416.73
	TOTAL LIABILITIES AND EQUITY		459,416.73

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

		RAP TAX				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
27-31-350000	RAP TAX	42,598.76	286,519.42	485,000.00	198,480.58	59.1
	TOTAL REVENUE	42,598.76	286,519.42	485,000.00	198,480.58	59.1
<u>MISCELLANEOUS REVENUE</u>						
27-36-100000	INTEREST INCOME	198.67	1,038.65	11,000.00	9,961.35	9.4
	TOTAL MISCELLANEOUS REVENUE	198.67	1,038.65	11,000.00	9,961.35	9.4
	TOTAL FUND REVENUE	42,797.43	287,558.07	496,000.00	208,441.93	58.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

RAP TAX

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRANSFERS & GRANTS</u>					
27-5000-710.0	MISC PARK PROJECTS	36,208.95	243,541.51	423,250.00	179,708.49	57.5
27-5000-750.0	WHITAKER TRANSFERS - GRANTS	2,129.94	14,325.96	24,250.00	9,924.04	59.1
27-5000-800.0	DCPA PROJECTS-GRANTS	.00	.00	24,250.00	24,250.00	.0
27-5000-850.0	USE OF CONTINGENCY	.00	.00	24,250.00	24,250.00	.0
	TOTAL TRANSFERS & GRANTS	38,338.89	257,867.47	496,000.00	238,132.53	52.0
	TOTAL FUND EXPENDITURES	38,338.89	257,867.47	496,000.00	238,132.53	52.0
	NET REVENUE OVER EXPENDITURES	4,458.54	29,690.60	.00	(29,690.60)	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

CEMETERY PERPETUAL CARE

ASSETS

30-11100000	CASH - COMBINED FUND		109,443.41	
	TOTAL ASSETS			109,443.41

LIABILITIES AND EQUITY

FUND EQUITY

30-28500000	RESTRICTED FUND BALANCE		37,700.00	
	UNAPPROPRIATED FUND BALANCE:			
30-29510000	FUND BALANCE - PREVIOUS YEAR	50,073.27		
	REVENUE OVER EXPENDITURES - YTD	21,670.14		
	BALANCE - CURRENT DATE		71,743.41	
	TOTAL FUND EQUITY			109,443.41
	TOTAL LIABILITIES AND EQUITY			109,443.41

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

CEMETERY PERPETUAL CARE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
30-34-820000	PERPETUAL CARE FEE	9,800.00	19,600.00	30,000.00	10,400.00	65.3
30-34-821000	MONUMENT PERMIT FEES	.00	2,000.00	3,000.00	1,000.00	66.7
	TOTAL CHARGES FOR SERVICES	9,800.00	21,600.00	33,000.00	11,400.00	65.5
	<u>MISCELLANEOUS REVENUE</u>					
30-36-100000	INTEREST INCOME	12.76	70.14	1,100.00	1,029.86	6.4
	TOTAL MISCELLANEOUS REVENUE	12.76	70.14	1,100.00	1,029.86	6.4
	TOTAL FUND REVENUE	9,812.76	21,670.14	34,100.00	12,429.86	63.6

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

CEMETERY PERPETUAL CARE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRANSFERS TO OTHER FUNDS</u>					
30-4710-810.1	TRANSFER TO GENERAL FUND	.00	.00	27,280.00	27,280.00	.0
30-4710-980.0	CONTRIBUTION FUND BALANCE	.00	.00	6,820.00	6,820.00	.0
	TOTAL TRANSFERS TO OTHER FUNDS	.00	.00	34,100.00	34,100.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	34,100.00	34,100.00	.0
	NET REVENUE OVER EXPENDITURES	9,812.76	21,670.14	.00	(21,670.14)	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2021

2009 SALES TAX - DEBT SERVICE

ASSETS

35-11100000	CASH - COMBINED FUND	3,839.10	
	TOTAL ASSETS		3,839.10

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
35-29510000	BEGINNING OF YEAR	3,839.10	
	BALANCE - CURRENT DATE	3,839.10	
	TOTAL FUND EQUITY		3,839.10
	TOTAL LIABILITIES AND EQUITY		3,839.10

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

PARK FUND

ASSETS

45-11100000	CASH - COMBINED FUND		504,985.46	
	TOTAL ASSETS			504,985.46

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
45-29510000	FUND BALANCE - PREVIOUS YEAR	207,813.12		
	REVENUE OVER EXPENDITURES - YTD	297,172.34		
	BALANCE - CURRENT DATE		504,985.46	
	TOTAL FUND EQUITY			504,985.46
	TOTAL LIABILITIES AND EQUITY			504,985.46

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

		PARK FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>						
45-34-700000	PARK IMPACT FEES	31,559.00	94,677.00	40,000.00	(54,677.00)	236.7
45-34-920000	TRANSFER IN - RAP	36,208.95	243,541.51	447,500.00	203,958.49	54.4
	TOTAL CHARGES FOR SERVICES	67,767.95	338,218.51	487,500.00	149,281.49	69.4
<u>MISCELLANEOUS REVENUE</u>						
45-36-100000	INTEREST INCOME	104.66	531.12	4,600.00	4,068.88	11.6
	TOTAL MISCELLANEOUS REVENUE	104.66	531.12	4,600.00	4,068.88	11.6
<u>CONTRIBUTIONS & TRANSFERS</u>						
45-39-250000	USE OF FUND BALANCE	.00	.00	16,784.00	16,784.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	16,784.00	16,784.00	.0
	TOTAL FUND REVENUE	67,872.61	338,749.63	508,884.00	170,134.37	66.6

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>OTHER PARK EXPENDITURES</u>					
45-4810-100.0	CAPITAL PROJECTS	525.00	1,470.00	103,263.00	101,793.00	1.4
45-4810-120.0	FOUNDERS PARK IMPROVEMENTS	.00	17,689.09	16,784.00	(905.09)	105.4
45-4810-180.0	SOUTH DAVIS RECREATION DIST	.00	.00	107,000.00	107,000.00	.0
	TOTAL OTHER PARK EXPENDITURES	525.00	19,159.09	227,047.00	207,887.91	8.4
	<u>PARK PROJECTS</u>					
45-4860-180.0	*ISLAND VIEW REMODEL*	.00	.00	281,837.00	281,837.00	.0
45-4860-182.0	ISLAND VIEW INTEREST	22,418.20	22,418.20	.00	(22,418.20)	.0
	TOTAL PARK PROJECTS	22,418.20	22,418.20	281,837.00	259,418.80	8.0
	TOTAL FUND EXPENDITURES	22,943.20	41,577.29	508,884.00	467,306.71	8.2
	NET REVENUE OVER EXPENDITURES	44,929.41	297,172.34	.00	(297,172.34)	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2021

PROJECT IMPACT - CAPITAL IMP

ASSETS

47-11100000	CASH - COMBINED FUND	1,702,252.98	
	TOTAL ASSETS		1,702,252.98

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
47-29510000	FUND BALANCE PREVIOUS YEAR	1,700,000.00	
	REVENUE OVER EXPENDITURES - YTD	2,252.98	
	BALANCE - CURRENT DATE	1,702,252.98	
	TOTAL FUND EQUITY		1,702,252.98
	TOTAL LIABILITIES AND EQUITY		1,702,252.98

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

PROJECT IMPACT - CAPITAL IMP

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
47-36-100000	BANKING-INVEST/INTEREST INCOME	480.71	2,252.98	.00	(2,252.98)	.0
	TOTAL MISCELLANEOUS REVENUE	480.71	2,252.98	.00	(2,252.98)	.0
	TOTAL FUND REVENUE	480.71	2,252.98	.00	(2,252.98)	.0
	NET REVENUE OVER EXPENDITURES	480.71	2,252.98	.00	(2,252.98)	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

TRANSPORTATION FUND

ASSETS

48-11100000	CASH - COMBINED FUND	1,068,869.92	
48-13170000	TAX RECEIVABLE	242,265.38	
	TOTAL ASSETS		1,311,135.30

LIABILITIES AND EQUITYFUND EQUITY

48-28500000	RESTRICTED FUND BALANCE	52,657.26	
	UNAPPROPRIATED FUND BALANCE:		
48-29510000	FUND BALANCE - PREVIOUS YEAR	1,531,511.94	
	REVENUE OVER EXPENDITURES - YTD	(273,033.90)	
	BALANCE - CURRENT DATE	1,258,478.04	
	TOTAL FUND EQUITY		1,311,135.30
	TOTAL LIABILITIES AND EQUITY		1,311,135.30

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
48-31-300000	SALES TAX	36,668.59	251,174.91	400,000.00	148,825.09	62.8
	TOTAL TAXES	36,668.59	251,174.91	400,000.00	148,825.09	62.8
	<u>STATE REVENUE</u>					
48-33-430000	CLASS C ROADS	.00	351,945.85	690,000.00	338,054.15	51.0
48-33-450000	GRANTS	.00	.00	100,000.00	100,000.00	.0
	TOTAL STATE REVENUE	.00	351,945.85	790,000.00	438,054.15	44.6
	<u>TRANSFERS</u>					
48-34-800000	TRANSFER- GENERAL FUND	34,632.66	207,795.96	415,592.00	207,796.04	50.0
	TOTAL TRANSFERS	34,632.66	207,795.96	415,592.00	207,796.04	50.0
	<u>MISC. REVENUE</u>					
48-36-100000	INTEREST	336.92	1,903.66	33,000.00	31,096.34	5.8
	TOTAL MISC. REVENUE	336.92	1,903.66	33,000.00	31,096.34	5.8
	TOTAL FUND REVENUE	71,638.17	812,820.38	1,638,592.00	825,771.62	49.6

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CAPITAL PROJECTS</u>					
48-4000-310.0	PROFESSIONAL SERVICES	1,000.00	6,000.00	12,000.00	6,000.00	50.0
48-4000-316.0	ENGINEERING - GENERAL	.00	2,276.66	35,000.00	32,723.34	6.5
48-4000-710.0	CAPITAL PROJECTS	.00	15,150.25	1,441,592.00	1,426,441.75	1.1
48-4000-795.0	PARRISH LANE - INTERSECTIONS	2,777.00	5,669.50	.00 (	5,669.50)	.0
48-4000-800.0	NOLA DRIVE 1350 N TO 1680 N	.00	43,342.99	.00 (	43,342.99)	.0
48-4000-805.0	400 E PARRISH TO CHASE STREET	950.00	474,322.68	.00 (	474,322.68)	.0
48-4000-815.0	LONDON ROAD REBUILD	877.50	40,594.78	.00 (	40,594.78)	.0
48-4000-825.0	COTTONWOOD DR STREET REBUILD	13,457.50	20,107.50	.00 (	20,107.50)	.0
	TOTAL CAPITAL PROJECTS	19,062.00	607,464.36	1,488,592.00	881,127.64	40.8
	<u>ANNUAL PROJECTS</u>					
48-5000-730.0	2019 PAVING & SLURRY PROJECTS	.00	691.40	.00 (	691.40)	.0
48-5000-750.0	2021 STREET OVERLAYS	32,251.73	398,977.07	.00 (	398,977.07)	.0
48-5000-760.0	2022 STREET OVERLAYS	2,175.00	30,314.28	.00 (	30,314.28)	.0
48-5000-800.0	ANNUAL SIDEWALK PROJECTS	15,528.00	48,407.17	150,000.00	101,592.83	32.3
	TOTAL ANNUAL PROJECTS	49,954.73	478,389.92	150,000.00 (	328,389.92)	318.9
	TOTAL FUND EXPENDITURES	69,016.73	1,085,854.28	1,638,592.00	552,737.72	66.3
	NET REVENUE OVER EXPENDITURES	2,621.44	(273,033.90)	.00	273,033.90	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

UTOPIA PROJECT FUND

ASSETS

49-11100000	CASH - COMBINED FUND	23,610.02	
49-13190000	ACCOUNTS RECEIVABLE-UTOPIA	122,503.82	
	TOTAL ASSETS		146,113.84

LIABILITIES AND EQUITYLIABILITIES

49-23370000	DEFERRED REVENUE-UTOPIA	122,503.82	
	TOTAL LIABILITIES		122,503.82

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
49-29510000	FUND BALANCE - PREVIOUS YEAR	42,583.99	
	REVENUE OVER EXPENDITURES - YTD	(18,973.97)	
	BALANCE - CURRENT DATE	23,610.02	
	TOTAL FUND EQUITY		23,610.02
	TOTAL LIABILITIES AND EQUITY		146,113.84

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

UTOPIA PROJECT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE 33</u>					
49-33-110000	UTOPIA REBATE	.00	.00	123,137.00	123,137.00	.0
	TOTAL SOURCE 33	.00	.00	123,137.00	123,137.00	.0
	<u>TRANSFERS</u>					
49-34-850000	TRANSFER IN - TAX INCREMENT	32,333.33	193,999.98	388,000.00	194,000.02	50.0
	TOTAL TRANSFERS	32,333.33	193,999.98	388,000.00	194,000.02	50.0
	TOTAL FUND REVENUE	32,333.33	193,999.98	511,137.00	317,137.02	38.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

UTOPIA PROJECT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
49-4000-800.0	PLEDGE PAYMENTS	42,594.79	212,973.95	511,137.00	298,163.05	41.7
	TOTAL EXPENDITURES	42,594.79	212,973.95	511,137.00	298,163.05	41.7
	TOTAL FUND EXPENDITURES	42,594.79	212,973.95	511,137.00	298,163.05	41.7
	NET REVENUE OVER EXPENDITURES	(10,261.46)	(18,973.97)	.00	18,973.97	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

WATER FUND

ASSETS

51-11100000	CASH - COMBINED FUND	324,950.89	
51-11820000	INVESTMENT IN WATER STOCK	48,616.66	
51-13100000	ACCOUNTS RECEIVABLE - UNBILLED	42,891.13	
51-13110000	ACCOUNTS RECEIVABLE	245,490.72	
51-13120000	ALLOWANCE FOR BAD DEBT	(24,883.46)	
51-13170000	ACCOUNTS RECEIVABLE - OTHER	(110.00)	
51-15460000	DEFERRED OUTFLOWS-PENSIONS	40,709.40	
51-15500000	WATER INVENTORY	304,694.75	
51-15610000	PREPAID WATER	123,508.00	
51-15620000	NET PENSION ASSET	34,278.00	
51-16300000	WORK IN PROGRESS	228,559.38	
51-16310000	RESERVOIRS	984,856.84	
51-16320000	ALLOWANCE DEPREC./RESERVOIRS	(827,161.73)	
51-16330000	WATER DISTRIBUTION SYSTEMS	4,295,308.03	
51-16340000	ALLOWANCE DEPREC./WATERLINES	(3,839,910.65)	
51-16350000	BUILDINGS & WELLS	3,501,966.49	
51-16360000	ALLOW. DEPREC./LAND/BLDGS/WELL	(1,253,353.61)	
51-16390000	WATERLINE SYSTEMS	13,374,119.09	
51-16400000	ALLOWANCE DEPREC./WTRLN SYSTM	(2,064,654.89)	
51-16510000	MACHINERY	783,329.60	
51-16520000	ALLOWANCE DEPREC./MACHINERY	(672,643.07)	
51-16530000	LAND	236,908.84	
TOTAL ASSETS			15,887,470.41

LIABILITIES AND EQUITYLIABILITIES

51-21330000	BOND PAYABLE	918,000.00	
51-21340000	BOND PAYABLE-BWR 2003	78,000.00	
51-21341000	ACCRUED INTEREST	11,064.29	
51-21350000	ACCRUED PAYROLL	4,041.92	
51-21351000	ACCRUED ABSENCES	2,835.63	
51-21352000	ACCRUED ABSENCES - ST	18,000.00	
51-23400000	DEFERRED INFLOWS-PENSIONS	130,703.23	
51-25410000	UNAMORTIZED BOND PREMIUM	103,767.06	
51-25420000	DEFERRED LOSS FROM BOND DEF	(11,238.94)	
51-25450000	NET PENSION LIABILITY	14,356.36	
TOTAL LIABILITIES			1,269,529.55

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
51-29510000	PRIOR UNRESTRICTED/BALANCE	15,087,926.42	
	REVENUE OVER EXPENDITURES - YTD	(469,985.56)	
BALANCE - CURRENT DATE			14,617,940.86
TOTAL FUND EQUITY			14,617,940.86

CENTERVILLE CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2021

WATER FUND

TOTAL LIABILITIES AND EQUITY

15,887,470.41

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
51-34-400000	WATER IMPACT FEE	16,211.00	54,811.48	60,000.00	5,188.52	91.4
51-34-450000	WTRLN CONST.FEES/NEW SUBS(CON)	.00	139,879.32	75,000.00	(64,879.32)	186.5
	TOTAL CHARGES FOR SERVICES	16,211.00	194,690.80	135,000.00	(59,690.80)	144.2
	<u>MISCELLANEOUS REVENUE</u>					
51-36-100000	BANKING & INT./INTEREST INCOME	114.41	530.44	6,000.00	5,469.56	8.8
51-36-200000	MISCELLANEOUS	.00	1,634.06	.00	(1,634.06)	.0
	TOTAL MISCELLANEOUS REVENUE	114.41	2,164.50	6,000.00	3,835.50	36.1
	<u>OPERATING REVENUE</u>					
51-37-110000	WATER SALES	213,641.33	1,385,211.81	2,800,000.00	1,414,788.19	49.5
51-37-120000	WATER LATERAL FEES - OLD SUBS.	.00	5,828.00	.00	(5,828.00)	.0
51-37-130000	WATER YOKES AND METERS	5,220.00	17,450.00	10,000.00	(7,450.00)	174.5
51-37-150000	WTR LATERAL FEES- NEW SBD	.00	(2,156.42)	.00	2,156.42	.0
51-37-160000	HYDRANT WATER SALES	1,000.00	1,388.00	3,500.00	2,112.00	39.7
51-37-200000	DELINQUENT PENALTY	827.27	4,841.77	12,000.00	7,158.23	40.4
51-37-300000	GAIN ON SALE OF FIXED ASSET	47,500.00	47,971.00	29,000.00	(18,971.00)	165.4
	TOTAL OPERATING REVENUE	268,188.60	1,460,534.16	2,854,500.00	1,393,965.84	51.2
	TOTAL FUND REVENUE	284,514.01	1,657,389.46	2,995,500.00	1,338,110.54	55.3

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
51-4000-110.0	SALARY AND WAGES	20,072.82	107,489.98	262,200.00	154,710.02	41.0
51-4000-111.0	OVERTIME PAY	521.21	2,164.62	5,000.00	2,835.38	43.3
51-4000-120.0	TEMPORARY & PART-TIME WAGES	66.20	2,381.29	20,000.00	17,618.71	11.9
51-4000-130.0	FICA	1,393.79	8,271.03	22,000.00	13,728.97	37.6
51-4000-131.0	RETIREMENT	3,428.57	19,922.83	49,500.00	29,577.17	40.3
51-4000-132.0	MEDICAL INSURANCE	4,745.97	25,649.22	95,500.00	69,850.78	26.9
51-4000-134.0	LONG TERM DISABILITY	63.13	366.79	1,400.00	1,033.21	26.2
51-4000-135.0	WORKERS COMPENSATION	385.98	2,286.63	8,100.00	5,813.37	28.2
51-4000-200.0	UNIFORM PURCHASE	.00	2,158.73	2,650.00	491.27	81.5
51-4000-205.0	BANK PROCESSING CHARGES-XPRESS	2,191.84	12,880.24	23,000.00	10,119.76	56.0
51-4000-210.0	BOOKS - MEMBERSHIPS	.00	.00	300.00	300.00	.0
51-4000-211.0	MEMBERSHIPS	.00	77.00	2,600.00	2,523.00	3.0
51-4000-220.0	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
51-4000-240.0	OFFICE SUPPLIES	.00	137.41	1,200.00	1,062.59	11.5
51-4000-241.0	PRINTING	544.15	2,763.70	9,500.00	6,736.30	29.1
51-4000-242.0	POSTAGE	1,156.12	5,441.43	11,500.00	6,058.57	47.3
51-4000-250.0	VEHICLE MAINT & SUPPLIES	2,035.88	6,419.44	19,000.00	12,580.56	33.8
51-4000-260.0	EQUIP MAINT & SUPPLIES	1,573.19	1,573.19	1,350.00	(223.19)	116.5
51-4000-261.0	EQUIPMENT MAINTENANCE - RADIO	.00	.00	500.00	500.00	.0
51-4000-263.0	EQUIPMENT MAINTENANCE - OFFICE	.00	822.09	500.00	(322.09)	164.4
51-4000-265.0	FIRE EXTINGUISHER SUPPLIES	.00	.00	400.00	400.00	.0
51-4000-266.0	METER READING MAINTENANCE	.00	183.08	2,300.00	2,116.92	8.0
51-4000-275.0	UTILITIES - PUMPS AND WELLS	2,062.84	24,588.61	67,000.00	42,411.39	36.7
51-4000-280.0	AIR TIME	235.02	981.14	2,500.00	1,518.86	39.3
51-4000-286.0	TELEMETERING	2,900.00	6,609.40	17,000.00	10,390.60	38.9
51-4000-290.0	GASOLINE & DIESEL SERVICES	2,468.72	10,799.65	17,000.00	6,200.35	63.5
51-4000-310.0	PROFESSIONAL SERVICES	1,000.00	6,226.86	26,000.00	19,773.14	24.0
51-4000-314.0	COMPUTER SUPPORT	426.50	2,469.00	6,800.00	4,331.00	36.3
51-4000-316.0	ENGINEER	2,175.00	7,237.80	5,000.00	(2,237.80)	144.8
51-4000-330.0	EDUCATION AND TRAINING	499.00	724.00	9,500.00	8,776.00	7.6
51-4000-340.0	CERTIFICATIONS - EXAMS	.00	75.00	1,500.00	1,425.00	5.0
51-4000-478.0	COMMERCIAL WATER METERS	.00	.00	7,500.00	7,500.00	.0
51-4000-479.0	HAULING CONSTRUCTION MATERIAL	.00	150.00	3,000.00	2,850.00	5.0
51-4000-480.0	MISC SUPPLIES	972.53	6,111.78	40,000.00	33,888.22	15.3
51-4000-481.0	METER REPAIRS	204.48	204.48	9,000.00	8,795.52	2.3
51-4000-484.0	WATER MAINS SUPPLIES	963.86	15,190.20	39,000.00	23,809.80	39.0
51-4000-485.0	BLUE STAKES	261.47	1,421.49	6,700.00	5,278.51	21.2
51-4000-486.0	ASPHALT	.00	.00	15,000.00	15,000.00	.0
51-4000-487.0	ROADBASE	.00	909.39	4,000.00	3,090.61	22.7
51-4000-488.0	SAND	.00	.00	2,000.00	2,000.00	.0
51-4000-489.0	CHLORINE	.00	2,503.32	13,500.00	10,996.68	18.5
51-4000-490.0	WEBER BASIN PURCHASES	10,025.00	60,150.00	123,508.00	63,358.00	48.7
51-4000-491.0	INSTALL LATERALS	.00	11,197.50	5,500.00	(5,697.50)	203.6
51-4000-492.0	FLOURIDATION	3,376.32	9,965.50	35,000.00	25,034.50	28.5
51-4000-493.0	NEW METERS	2,292.07	2,292.07	19,000.00	16,707.93	12.1
51-4000-495.0	WATER RIGHTS	.00	.00	2,000.00	2,000.00	.0
51-4000-496.0	BACKFLOW PROGRAM	.00	476.00	900.00	424.00	52.9
51-4000-510.0	UNSCHEDULED WATER REPAIRS	1,270.25	2,161.25	20,000.00	17,838.75	10.8
51-4000-511.0	INSURANCE - LIABILITY	.00	10,002.13	13,750.00	3,747.87	72.7
51-4000-512.0	INSURANCE - AUTO LIAB.	.00	903.00	350.00	(553.00)	258.0
51-4000-513.0	INSURANCE - WELLS & PUMPS	.00	.00	2,100.00	2,100.00	.0
51-4000-621.0	WATER TESTING	1,733.13	3,815.13	15,000.00	11,184.87	25.4

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-4000-630.0	UNCOLLECTABLE ACCOUNTS	.00	.00	1,000.00	1,000.00	.0
51-4000-640.0	GENERAL FUND ADMIN. SERVICE	84,622.17	507,733.02	1,015,466.00	507,732.98	50.0
51-4000-850.0	UWFA - BOND PAYMENT	.00	94,684.11	272,067.00	177,382.89	34.8
51-4000-910.0	DEPRECIATION EXPENSE	39,583.33	237,499.98	475,000.00	237,500.02	50.0
	TOTAL EXPENDITURES	195,250.54	1,228,070.51	2,831,641.00	1,603,570.49	43.4
	<u>CAPITAL EQUIPMENT/PROJECTS</u>					
51-5154-740.0	CAPITAL EQUIPMENT	84,059.02	117,255.02	191,200.00	73,944.98	61.3
51-5154-750.0	CAPITAL PROJECTS	910.00	269,771.33	447,659.00	177,887.67	60.3
	TOTAL CAPITAL EQUIPMENT/PROJECTS	84,969.02	387,026.35	638,859.00	251,832.65	60.6
	<u>WATER PROJECTS</u>					
51-5520-770.2	CONSTRUCTION	.00	4,262.00	.00	(4,262.00)	.0
51-5520-772.0	400 EAST CULINARY WATERLINE	.00	5,872.67	.00	(5,872.67)	.0
51-5520-772.2	CONSTRUCTION	.00	262,657.19	.00	(262,657.19)	.0
51-5520-772.3	MATERIALS	.00	12,737.86	.00	(12,737.86)	.0
51-5520-774.0	COTTONWOOD DR WATERLINE REPLAC	130.00	2,004.80	.00	(2,004.80)	.0
51-5520-775.0	LONDON RD WATERLINE REPLACEMENT	5,102.50	5,625.00	.00	(5,625.00)	.0
51-5520-776.0	OAKRIDGE DRIVE TANK	18,941.70	24,831.70	.00	(24,831.70)	.0
	TOTAL WATER PROJECTS	24,174.20	317,991.22	.00	(317,991.22)	.0
	<u>DEVELOPMENT WATERLINE PROJECTS</u>					
51-5600-754.0	THE HIVE DEVELOPMENT	70,705.61	172,999.13	.00	(172,999.13)	.0
51-5600-754.2	CONSTRUCTION	.00	1,990.00	.00	(1,990.00)	.0
51-5600-755.0	*WATER LATERALS-DEVELOPMENT*	.00	3,015.60	.00	(3,015.60)	.0
51-5600-756.0	STEVENS RESIDENCE	2,758.50	11,282.21	.00	(11,282.21)	.0
51-5600-796.1	ENGINEERING	.00	5,000.00	.00	(5,000.00)	.0
	TOTAL DEVELOPMENT WATERLINE PROJECTS	73,464.11	194,286.94	.00	(194,286.94)	.0
	TOTAL FUND EXPENDITURES	377,857.87	2,127,375.02	3,470,500.00	1,343,124.98	61.3
	NET REVENUE OVER EXPENDITURES	(93,343.86)	(469,985.56)	(475,000.00)	(5,014.44)	(98.9)

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

SANITATION FUND

ASSETS

52-11100000	CASH - COMBINED FUND	82,927.89	
52-13120000	ALLOWANCE FOR UNCOLLECTIBLE AC	(9,785.00)	
52-13140000	ACCOUNTS RECEIVABLE - GARBAGE	75,149.69	
52-13150000	ACCOUNTS RECEIVABLE - RECYCLE	17,760.68	
52-13160000	ACCOUNTS RECEIVABLE GREEN WAST	14,378.92	
	TOTAL ASSETS		180,432.18

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
52-29510000	FUND BALANCE - PREVIOUS YEAR	97,022.95	
	REVENUE OVER EXPENDITURES - YTD	83,409.23	
	BALANCE - CURRENT DATE	180,432.18	
	TOTAL FUND EQUITY		180,432.18
	TOTAL LIABILITIES AND EQUITY		180,432.18

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

SANITATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
52-36-100000	INTEREST INCOME	23.25	143.24	900.00	756.76	15.9
52-36-200000	FALL CLEANUP REVENUE	.00	680.00	200.00	(480.00)	340.0
52-36-250000	USE OF FUND BALANCE	.00	.00	17,692.00	17,692.00	.0
	TOTAL MISCELLANEOUS REVENUE	23.25	823.24	18,792.00	17,968.76	4.4
	<u>OPERATING REVENUE</u>					
52-37-100000	REFUSE COLLECTION CHARGES	69,071.41	414,975.72	820,000.00	405,024.28	50.6
52-37-200000	RECYCLING REVENUES	17,260.96	103,823.49	204,000.00	100,176.51	50.9
52-37-250000	GREEN WASTE CHARGES	14,161.99	86,132.33	168,000.00	81,867.67	51.3
52-37-300000	CONTAINER ADVANCE LEASE PAYMT	220.00	1,795.00	5,000.00	3,205.00	35.9
	TOTAL OPERATING REVENUE	100,714.36	606,726.54	1,197,000.00	590,273.46	50.7
	TOTAL FUND REVENUE	100,737.61	607,549.78	1,215,792.00	608,242.22	50.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

SANITATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
52-4000-205.0	BANKING & INV/INTEREST EXPENSE	420.83	2,524.98	5,050.00	2,525.02	50.0
52-4000-241.0	PRINTING	272.09	1,381.87	3,200.00	1,818.13	43.2
52-4000-242.0	POSTAGE	499.25	2,487.51	6,000.00	3,512.49	41.5
52-4000-314.0	COMPUTER SUPPORT	426.50	2,469.00	4,500.00	2,031.00	54.9
52-4000-320.0	GREEN WASTE COLLECTION	7,561.09	37,861.75	89,000.00	51,138.25	42.5
52-4000-321.0	COLLECTION	21,979.40	109,975.04	265,000.00	155,024.96	41.5
52-4000-322.0	DISPOSAL & TIPPING FEES	39,794.80	199,123.60	475,000.00	275,876.40	41.9
52-4000-324.0	RECYCLING COLLECTION	14,616.08	73,126.20	175,000.00	101,873.80	41.8
52-4000-480.0	MISC SUPPLIES	.00	.00	100.00	100.00	.0
52-4000-486.0	SPRING CLEAN-UP	.00	.00	20,000.00	20,000.00	.0
52-4000-510.0	GENERAL LIABILITY INSURANCE	.00	4,059.60	3,900.00	(159.60)	104.1
52-4000-640.0	GF ADMIN SERVICES	13,253.50	79,521.00	159,042.00	79,521.00	50.0
52-4000-750.0	CONTAINERS	.00	11,610.00	10,000.00	(1,610.00)	116.1
	TOTAL EXPENDITURES	98,823.54	524,140.55	1,215,792.00	691,651.45	43.1
	TOTAL FUND EXPENDITURES	98,823.54	524,140.55	1,215,792.00	691,651.45	43.1
	NET REVENUE OVER EXPENDITURES	1,914.07	83,409.23	.00	(83,409.23)	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

DRAINAGE UTILITY

ASSETS

53-11100000	CASH - COMBINED FUND	1,028,798.46	
53-13120000	ALLOWANCE FOR UNCOLLECTABLE	(10,700.00)	
53-13140000	ACCOUNTS RECIEVABLE	101,073.23	
53-15460000	DEFERRED OUTFLOWS-PENSIONS	5,868.82	
53-15620000	NET PENSION ASSET	5,158.00	
53-16350000	BUILDINGS	623,487.88	
53-16360000	ACCUMULATED DEPRECIATION	(1,404,551.76)	
53-16510000	ASSETS	193,379.56	
53-16520000	SUB DRAIN	2,046,416.46	
53-16530000	STORM DRAINS	3,746,302.73	
53-16540000	WORK IN PROGRESS	196,700.47	
TOTAL ASSETS			6,531,933.85

LIABILITIES AND EQUITYLIABILITIES

53-21320000	BONDS PAYABLE	267,000.00	
53-21321000	ACCRUED INTEREST ON BOND	3,202.38	
53-21330000	BONDS PAYABLE ST	22,000.00	
53-21350000	ACCRUED PAYROLL	898.59	
53-21351000	ACCRUED ABSENCES	13,652.20	
53-21352000	ACCRUED ABSENCES - ST	9,000.00	
53-23400000	DEFERRED INFLOWS-PENSIONS	19,668.95	
53-25410000	UNAMORTIZED BOND PREMIUM	33,737.72	
53-25420000	DEFERRED LOSS FROM BOND DEF	(1,840.84)	
53-25450000	NET PENSION LIABILITY	2,160.42	
TOTAL LIABILITIES			369,479.42

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
53-29510000	FUND BALANCE - PREVIOUS YEAR	6,125,769.40	
	REVENUE OVER EXPENDITURES - YTD	36,685.03	
BALANCE - CURRENT DATE		6,162,454.43	
TOTAL FUND EQUITY			6,162,454.43
TOTAL LIABILITIES AND EQUITY			6,531,933.85

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

DRAINAGE UTILITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
53-34-400000	DRAINAGE IMPACT FEE	.00	.00	30,000.00	30,000.00	.0
	TOTAL CHARGES FOR SERVICES	.00	.00	30,000.00	30,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
53-36-100000	INTEREST INCOME	283.78	1,694.80	33,000.00	31,305.20	5.1
	TOTAL MISCELLANEOUS REVENUE	283.78	1,694.80	33,000.00	31,305.20	5.1
	<u>OPERATING REVENUE</u>					
53-37-100000	DRAINAGE CHARGES	70,915.84	425,767.91	807,000.00	381,232.09	52.8
53-37-300000	SUB DRAIN FEES	38,253.24	229,400.92	460,000.00	230,599.08	49.9
	TOTAL OPERATING REVENUE	109,169.08	655,168.83	1,267,000.00	611,831.17	51.7
	TOTAL FUND REVENUE	109,452.86	656,863.63	1,330,000.00	673,136.37	49.4

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

DRAINAGE UTILITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
53-4000-110.0	SALARY & WAGES	4,603.96	27,321.66	54,100.00	26,778.34	50.5
53-4000-111.0	OVERTIME PAY	30.63	38.99	500.00	461.01	7.8
53-4000-130.0	FICA	301.74	1,954.60	4,200.00	2,245.40	46.5
53-4000-131.0	RETIREMENT	775.26	4,999.59	10,100.00	5,100.41	49.5
53-4000-132.0	MEDICAL INSURANCE	1,884.11	11,307.62	22,800.00	11,492.38	49.6
53-4000-134.0	LONG TERM DISABILITY	14.27	92.04	300.00	207.96	30.7
53-4000-135.0	WORKERS COMPENSATION	86.84	560.06	1,100.00	539.94	50.9
53-4000-200.0	UNIFORM PURCHASE	.00	549.02	425.00	(124.02)	129.2
53-4000-205.0	BANKING & INV/INTEREST EXPENSE	420.83	2,524.98	5,050.00	2,525.02	50.0
53-4000-220.0	PUBLIC NOTICES	.00	.00	200.00	200.00	.0
53-4000-240.0	OFFICE SUPPLIES	169.07	238.36	300.00	61.64	79.5
53-4000-241.0	PRINTING	272.09	1,381.87	3,200.00	1,818.13	43.2
53-4000-242.0	POSTAGE	499.25	2,487.51	5,500.00	3,012.49	45.2
53-4000-250.0	VEHICLE MAINTENANCE	.00	(2.96)	1,000.00	1,002.96	(.3)
53-4000-270.0	WEBER BASIN WATER	.00	.00	4,000.00	4,000.00	.0
53-4000-280.0	TELEPHONE - AIR TIME	38.75	217.50	500.00	282.50	43.5
53-4000-286.0	TELEMETERING	.00	54.47	1,500.00	1,445.53	3.6
53-4000-290.0	GASOLINE	300.82	749.86	1,500.00	750.14	50.0
53-4000-310.0	PROFESSIONAL SERVICES	1,000.00	6,000.00	17,200.00	11,200.00	34.9
53-4000-314.0	COMPUTER SUPPORT	426.50	3,781.75	6,700.00	2,918.25	56.4
53-4000-316.0	ENGINEERING	.00	14,860.65	35,000.00	20,139.35	42.5
53-4000-322.0	DAVIS COUNTY STORM WATER	.00	1,750.00	4,800.00	3,050.00	36.5
53-4000-330.0	EDUCATION & TRAINING	379.26	854.78	5,100.00	4,245.22	16.8
53-4000-352.0	FRONTAGE ROAD SWALE	5,000.00	30,000.00	60,000.00	30,000.00	50.0
53-4000-353.0	STREET SWEEPING	5,920.46	16,690.61	30,000.00	13,309.39	55.6
53-4000-368.0	VIDEO INSPECTION	.00	1,391.82	.00	(1,391.82)	.0
53-4000-371.0	UTILITIES-FRONTAGE ROAD PUMP	56.85	303.41	800.00	496.59	37.9
53-4000-375.0	CONTRACT MAINTENANCE	2,179.82	3,267.22	165,000.00	161,732.78	2.0
53-4000-480.0	MISC SUPPLIES	.00	2,686.87	4,000.00	1,313.13	67.2
53-4000-510.0	GENERAL LIABILITY INSURANCE	.00	4,710.94	23,400.00	18,689.06	20.1
53-4000-515.0	LIABILITY RESERVE	.00	.00	10,000.00	10,000.00	.0
53-4000-640.0	GF ADMINISTRATIVE SERVICES	38,389.00	230,334.00	460,668.00	230,334.00	50.0
53-4000-740.0	DEBT SERVICE	.00	26,705.78	79,546.00	52,840.22	33.6
53-4000-750.0	MISC. PROJECTS	.00	409.00	311,511.00	311,102.00	.1
53-4000-900.0	DEPRECIATION EXPENSE	9,166.67	55,000.02	110,000.00	54,999.98	50.0
TOTAL EXPENDITURES		71,916.18	453,222.02	1,440,000.00	986,777.98	31.5

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

DRAINAGE UTILITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DRAINAGE IMPROVEMENT PROJECTS</u>						
53-5000-100.0	* 1000 NORTH*	2,375.00	2,910.00	.00 (	2,910.00)	.0
53-5000-215.0	400 EAST STORM DRAIN	.00	110,764.10	.00 (	110,764.10)	.0
53-5000-235.0	STORM DRAIN REPLACEMENT 650 NO	.00	93.80	.00 (	93.80)	.0
53-5000-240.0	PARRISH CREEK I15 BORE	.00	210.00	.00 (	210.00)	.0
53-5000-260.0	*PORTER LANE*	5,137.50	42,870.28	.00 (	42,870.28)	.0
53-5000-367.0	COTTONWOOD DR STORM DRAIN	187.50	2,112.30	.00 (	2,112.30)	.0
53-5000-388.0	LONDON ROAD STORM DRAIN	3,502.50	6,495.00	.00 (	6,495.00)	.0
53-5000-395.0	*CHASE LANE A - SID*	.00	1,501.10	.00 (	1,501.10)	.0
TOTAL DRAINAGE IMPROVEMENT PROJECTS		11,202.50	166,956.58	.00 (	166,956.58)	.0
TOTAL FUND EXPENDITURES		83,118.68	620,178.60	1,440,000.00	819,821.40	43.1
NET REVENUE OVER EXPENDITURES		26,334.18	36,685.03	(110,000.00)	(146,685.03)	33.4

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

TELECOMMUNICATION FUND

ASSETS

54-11100000	CASH - COMBINED FUND	2,878.81	
54-11220000	NOTES RECEIVABLE-CENTERVILLE	724,438.12	
54-13140000	ACCOUNTS RECEIVABLE	19,332.79	
	TOTAL ASSETS		746,649.72

LIABILITIES AND EQUITYLIABILITIES

54-21210000	UIA NOTES PAYABLE-ST	96,673.44	
54-21220000	UIA NOTES PAYABLE-LT	627,764.68	
	TOTAL LIABILITIES		724,438.12

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
54-29510000	FUND BALANCE - PREVIOUS YEAR	17,168.79	
	REVENUE OVER EXPENDITURES - YTD	5,042.81	
	BALANCE - CURRENT DATE	22,211.60	
	TOTAL FUND EQUITY		22,211.60
	TOTAL LIABILITIES AND EQUITY		746,649.72

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

TELECOMMUNICATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
54-36-100000	INTEREST INCOME	2.57	17.50	200.00	182.50	8.8
	TOTAL SOURCE 36	2.57	17.50	200.00	182.50	8.8
	<u>CHARGES FOR SERVICES</u>					
54-37-100000	UTILITY SERVICE CHARGES	16,722.14	99,995.01	250,000.00	150,004.99	40.0
	TOTAL CHARGES FOR SERVICES	16,722.14	99,995.01	250,000.00	150,004.99	40.0
	TOTAL FUND REVENUE	16,724.71	100,012.51	250,200.00	150,187.49	40.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING DECEMBER 31, 2021

TELECOMMUNICATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PROFESSIONAL SERVICES</u>					
54-4000-320.0	CONTRACT SERVICES - UIA	26,877.70	94,969.70	240,200.00	145,230.30	39.5
54-4000-640.0	ADMINISTRATIVE SERVICES	.00	.00	10,000.00	10,000.00	.0
	TOTAL PROFESSIONAL SERVICES	26,877.70	94,969.70	250,200.00	155,230.30	38.0
	TOTAL FUND EXPENDITURES	26,877.70	94,969.70	250,200.00	155,230.30	38.0
	NET REVENUE OVER EXPENDITURES	(10,152.99)	5,042.81	.00	(5,042.81)	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
DECEMBER 31, 2021

WHITAKER HOME TRUST FUND

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
71-29410000	RESTRICTED FUND BALANCE	12,411.19	
71-29510000	FUND BALANCE - PREVIOUS YEAR	(12,411.19)	
BALANCE - CURRENT DATE			.00
TOTAL FUND EQUITY			.00
TOTAL LIABILITIES AND EQUITY			.00

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

GENERAL FIXED ASSET FUND

ASSETS

91-16110000	LAND	7,718,450.03	
91-16210000	BUILDINGS	18,634,387.00	
91-16510000	EQUIPMENT & MACHINERY	6,071,288.00	
91-16610000	AUTOS & TRUCKS	3,439,666.00	
91-16710000	CONSTRUCTION IN PROGRESS	649,860.87	
91-16910000	INFRASTRUCTURE	12,072,234.00	
91-17000000	ACCUMULATED DEPRECIATION	(13,151,413.00)	
	TOTAL ASSETS		35,434,472.90

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
91-29510000	INVESTMENT IN FIXED ASSETS	35,434,472.90	
	BALANCE - CURRENT DATE	35,434,472.90	
	TOTAL FUND EQUITY		35,434,472.90
	TOTAL LIABILITIES AND EQUITY		35,434,472.90

CENTERVILLE CITY CORPORATION

BALANCE SHEET

DECEMBER 31, 2021

GENERAL LONG TERM DEBT

ASSETS

95-15460000	DEFERRED OUTFLOW - PENSION	643,212.44	
95-15620000	NET PENSION ASSET	183,075.00	
	TOTAL ASSETS		826,287.44

LIABILITIES AND EQUITYLIABILITIES

95-20310000	REC DISTRICT NOTE PAYABLE	199,584.91	
95-20320000	ISLAND VIEW PARK LEASE	1,673,000.00	
95-21341000	ACCRUED INTEREST PAYABLE	91.20	
95-25340000	ACCRUED ABSENCES	332,224.04	
95-25340001	ACCRUED ABSENCES - ST	280,000.00	
95-25450000	NET PENSION LIABILITY	651,219.82	
95-25460000	DEFERRED INFLOW - PENSIONS	1,669,112.08	
95-25480000	OUTSTANDING CLAIMS	12,237.69	
	TOTAL LIABILITIES		4,817,469.74

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
95-29510000	BEGINNING OF YEAR	(3,991,182.30)	
	BALANCE - CURRENT DATE	(3,991,182.30)	
	TOTAL FUND EQUITY		(3,991,182.30)
	TOTAL LIABILITIES AND EQUITY		826,287.44

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 11.

Title: City Council Appointments to Boards and Committees

Initiated By: Clark Wilkinson, Mayor

Staff Representative: Lisa Romney, City Attorney

SUBJECT:

Update City Council Appointments to Boards and Committees List including appointment of the Mayor Pro Tem - Resolution No. 2022-04

RECOMMENDATION:

Approve Resolution No. 2022-04 updating the City Council Appointments to Boards and Committees List including appointment of the Mayor Pro Tem.

BACKGROUND:

The City is a member of various districts, boards, and committees of outside agencies and is required to appoint a City representative to such outside agency boards and committees. The City also has a number of City boards and committees to which various Councilmembers and the Mayor are appointed. Staff has prepared Resolution 2022-04 with the Mayor's recommended appointments for outside agency and internal committee appointments. The Council will need to approve the Mayor Pro Tem for inclusion in the updated appointment list. Last year's list is also attached for comparison.

ATTACHMENTS:

1. Resolution No. 2022-04 - Council Appointments
2. Council Appointment List (2022)
3. Council Appointment List (2021)

RESOLUTION NO. 2022-04

A RESOLUTION APPOINTING AND DESIGNATING CITY COUNCIL MEMBERS TO VARIOUS DISTRICTS, BOARDS, AND COMMITTEES AND APPOINTING A COUNCILMEMBER TO SERVE AS MAYOR PRO TEM

WHEREAS, the City is a member of various districts and boards that require appointment of a City representative to such districts and boards; and

WHEREAS, the City has created certain boards and committees within the City to which the City must appoint a representative or liaison; and

WHEREAS, the City Council desires to appoint qualified persons to such districts, boards, and committees, including appointment of the Mayor Pro Tem, as more particularly provided herein.

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

Section 1. Appointment. The City hereby appoints qualified persons to various districts, boards and committees, including appointment of the Mayor Pro Tem, as more particularly set forth in **Exhibit A**, attached hereto and incorporated herein by reference.

Section 2. Term of Appointment. Unless otherwise provided by law, persons appointed to the various districts, boards and committees shall serve at the pleasure of the governing body of the City for the term specified in **Exhibit A** and until his or her successor is duly appointed unless sooner removed, resigned, or reappointed. The City retains the right to terminate, extend, or alter such appointments at any time in accordance with applicable procedures.

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

Section 4. Effective Date. This Resolution and the appointment set forth herein shall become effective immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 18th DAY OF JANUARY, 2022.

ATTEST:

CENTERVILLE CITY

Jennifer Hansen, City Recorder

By: _____
Mayor Clark A. Wilkinson

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

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

JENNIFER HANSEN, City Recorder

DATE: _____

EFFECTIVE DATE: _____ day of _____, 2022.

Exhibit A

**CENTERVILLE CITY COUNCIL
DISTRICTS, BOARDS AND COMMITTEE APPOINTMENTS
JANUARY 2022**

CITY COUNCIL APPOINTMENTS – OUTSIDE AGENCY BOARDS AND COMMITTEES (2022) – Adopted January 18, 2022

AGENCY OR BOARD	CITY REPRESENTATIVE	FIRST APPOINTED	CURRENT TERM START	CURRENT TERM EXPIRATION	COMMENTS
Davis Chamber of Commerce	Mayor Clark Wilkinson	01-18-2022	01-18-2022	01-02-2024	Appointed by Res. 2022-04
Davis County Council of Governments (COG)	Mayor Clark Wilkinson	01-16-2018	01-18-2022	01-06-2026	Appointed by Res. 2022-04
Davis County Council of Governments (COG) Transportation	Councilmember Robyn Mecham	01-05-2016	01-18-2022	01-02-2024	Appointed by Res. 2022-04
Davis County Mosquito Abatement District Board	Councilmember George McEwan	01-05-2016	01-18-2020	01-02-2024	Appointed by Res. 2020-02 Must be appointed by Resolution Four year term UCA 17B-2a-704 and 17B-1-304
Deuel Creek Irrigation Company (Voting Representative)	Councilmember Gina Hirst	01-18-2022	01-18-2022	01-02-2024	Appointed by Res. 2022-04
South Davis Metro Fire Service Area Board	Mayor Clark Wilkinson Councilmember George McEwan (Altern)	01-16-2018 01-07-2020	01-18-2022 01-07-2020	01-06-2026 01-03-2024	Appointed by Res. 2022-04 Appointed by Res. 2020-02 Must be appointed by Resolution Four year term UCA 17B-2a-905 and 17B-1-304
South Davis Recreation District	Mayor Clark Wilkinson	01-18-2022	01-18-2022	01-06-2026	Appointed by Res. 2022-04 Must be appointed by Resolution
South Davis Sewer Improvement District (17B Local District)	Dee C. Hansen	01-02-1996	01-07-2020	01-02-2024	Appointed by Res. 2020-01 Must be appointed by Resolution Four-year term required UCA 17B-1-304
ULCT Legislative Policy Committee (LPC)	Mayor Clark Wilkinson Councilmember Bill Ince City Manager Brant Hanson	01-01-2018 01-01-2020 01-01-2020	01-18-2022 01-18-2022 01-18-2022	01-06-2026 01-02-2024 01-06-2026	Appointed by Res. 2022-04 Appointed by Mayor
Utah Infrastructure Agency (UIA)	City Manager Brant Hanson Councilmember Robyn Mecham (Altern)	01-07-2020 01-07-2020	01-18-2022 01-18-2022	01-02-2024 01-02-2024	Appointed by Res. 2022-04 Appointed by Res. 2022-04 Must be appointed by Resolution
Utah Telecommunications (UTOPIA)	Councilmember Robyn Mecham City Manager Brant Hanson (Altern)	01-07-2020 01-07-2020	01-18-2022 01-18-2022	01-02-2024 01-02-2024	Appointed by Res. 2022-04 Appointed by Res. 2022-04
Wasatch Integrated Waste Management District Board (17D Special Service District)	Councilmember Spencer Summerhays	01-18-2022	01-18-2022	01-06-2026	Appointed by Res. 2022-04 Must be appointed by Resolution Four-year term required UCA 17D-1-303 and 17B-1-304
Weber Basin Water Conservancy District	Paul C. Summers	02-01-2014	02-01-2018	01-31-2022	Appointed by Governor/Senate UCA 17B-2a-1005

CITY COUNCIL APPOINTMENTS – CITY BOARDS AND COMMITTEES (2022) – Adopted January 18, 2022

BOARD OR COMMITTEE	CITY REPRESENTATIVE	FIRST APPOINTED	CURRENT TERM START	CURRENT TERM EXPIRATION	COMMENTS
Centerville Citizen Corps Council (Chair)	Councilmember Bill Ince	01-05-2016	01-18-2022	01-02-2024	Appointed by Res. 2022-04
Centerville City Council (Mayor Pro Tem)	Councilmember _____	01-18-2022	01-18-2022	01-03-2023	Appointed by Res. 2022-04 No mandatory term Suggest one-year term
Centerville Community Foundation Board	Mayor Clark Wilkinson Councilmember Bill Ince	01-16-2018 01-05-2016	01-18-2022 01-18-2022	01-06-2026 01-02-2024	Appointed by Res. 2022-04 Appointed by Res. 2022-04
Landmarks Commission (Council Liaison)	Councilmember Robyn Mecham	01-07-2014	01-18-2022	01-02-2024	Appointed by Res. 2022-04 No provisions or mandatory term Suggest two-year term for committees CMC 3.03.060 and CZC 12.20.070
Parks and Recreation Committee (Council Liaison)	Councilmember Gina Hirst	01-07-2014	01-18-2022	01-02-2024	Appointed by Res. 2022-04 No provisions or mandatory term Suggest two-year term for committees CMC 3.03.040
Performing Arts Center Administrative Control Board (City Representative)	Mayor Clark Wilkinson Councilmember Spencer Summerhays	01-16-2018 01-18-2022	01-18-2022 01-18-2022	01-06-2026 01-06-2026	Appointed by Res. 2022-04 Appointed by Res. 2022-04 Must be appointed by resolution Four-year term per Interlocal Agreement
Performing Arts Center Administrative Control Board (RDA Representative)	Councilmember Bill Ince Councilmember Robyn Mecham	01-19-2016 01-18-2022	01-07-2020 01-18-2022	01-05-2024 01-06-2026	Appointed by Res. 2020-02 Appointed by Res. 2022-04 Must be appointed by resolution Four-year term per Interlocal Agreement
Performing Arts Center Administrative Control Board (Bountiful Representatives)	Councilmember Richard Higginson Councilmember Millie Bahr	01-28-2020 01-28-2020	01-28-2020 01-28-2020	01-02-2024 01-02-2024	Must be appointed by resolution Four-year term per Interlocal Agreement
Redevelopment Agency of Centerville City (Chair)	Mayor Clark Wilkinson	01-16-2018	01-18-2022	01-06-2026	Chair of RDA is the Mayor Four-year term
Redevelopment Agency of Centerville City (Vice Chair)	Councilmember Robyn Mecham	01-05-2014	01-18-2022	01-06-2026	Appointed by Res. 2022-04
Trails Committee (Council Liaison)	Councilmember Spencer Summerhays	01-18-2022	01-18-2022	01-02-2024	Appointed by Res. 2022-04 No provisions or mandatory term Suggest two-year term for committees CMC 3.03.050
Tree Board (Council Liaison)	Councilmember Bill Ince	12-06-2018	01-18-2022	01-02-2024	No provisions or mandatory term Suggest two-year term for committees CMC 3.03.080
Whitaker Museum Board (Council Liaison)	Councilmember George McEwan	01-18-2022	01-18-2022	01-02-2024	Appointed by Res. 2020-02 Liaison reference but no mandatory term Suggest two-year term for committees CMC 3.03.070

CITY COUNCIL APPOINTMENTS – OUTSIDE AGENCY BOARDS AND COMMITTEES (2021) – Adopted January 5, 2021

AGENCY OR BOARD	CITY REPRESENTATIVE	FIRST APPOINTED	CURRENT TERM START	CURRENT TERM EXPIRATION	COMMENTS
Davis Chamber of Commerce	Councilmember Tamilyn Fillmore	01-07-2020	01-07-2020	01-05-2022	Appointed by Res. 2020-02
Davis County Council of Governments (COG)	Mayor Clark Wilkinson	01-16-2018	01-16-2018	01-05-2022	Appointed by Res. 2018-08
Davis County Council of Governments (COG) Transportation	Councilmember Robyn Mecham	01-05-2016	01-07-2020	01-05-2022	Appointed by Res. 2020-02
Davis County Mosquito Abatement District Board	Councilmember George McEwan	01-05-2016	01-07-2020	01-03-2024	Appointed by Res. 2020-02 Must be appointed by Resolution Four year term UCA 17B-2a-704 and 17B-1-304
Deuel Creek Irrigation Company (Voting Representative)	Mayor Clark Wilkinson	01-16-2018	01-16-2018	01-05-2022	Appointed by Res. 2018-08
South Davis Metro Fire Service Area Board	Mayor Clark Wilkinson Councilmember George McEwan (Altern)	01-16-2018 01-07-2020	01-16-2018 01-07-2020	01-05-2022 01-03-2024	Appointed by Res. 2018-08 Appointed by Res. 2020-02 Must be appointed by Resolution Four year term UCA 17B-2a-905 and 17B-1-304
South Davis Recreation District	Councilmember Tamilyn Fillmore	01-07-2014	01-16-2018	01-05-2022	Appointed by Res. 2018-08 Must be appointed by Resolution
South Davis Sewer Improvement District (17B Local District)	Dee C. Hansen	01-02-1996	01-07-2020	01-02-2024	Appointed by Res. 2020-01 Must be appointed by Resolution Four-year term required UCA 17B-1-304
Utah Infrastructure Agency (UIA)	City Manager Brant Hanson Councilmember Robyn Mecham (Altern)	01-07-2020 01-07-2020	01-07-2020 01-07-2020	01-05-2022 01-05-2022	Appointed by Res. 2020-02 Appointed by Res. 2020-02 Must be appointed by Resolution
Utah Telecommunications (UTOPIA)	Councilmember Robyn Mecham City Manager Brant Hanson (Altern)	01-07-2020 01-07-2020	01-07-2020 01-07-2020	01-05-2022 01-05-2022	Appointed by Res. 2020-02 Appointed by Res. 2020-02
Wasatch Integrated Waste Management District Board (17D Special Service District)	Mayor Clark Wilkinson	02-20-2018	02-20-2018	01-05-2022	Appointed by Res. 2018-10 Must be appointed by Resolution Four-year term required UCA 17D-1-303 and 17B-1-304
Weber Basin Water Conservancy District	Paul C. Summers	02-01-2014	02-01-2018	01-31-2022	Appointed by Governor/Senate UCA 17B-2a-1005

CITY COUNCIL APPOINTMENTS – CITY BOARDS AND COMMITTEES (2021) – Adopted January 5, 2021

BOARD OR COMMITTEE	CITY REPRESENTATIVE	FIRST APPOINTED	CURRENT TERM START	CURRENT TERM EXPIRATION	COMMENTS
Centerville Citizen Corps Council (Chair)	Councilmember Bill Ince	01-05-2016	01-07-2020	01-05-2022	Appointed by Res. 2020-02
Centerville City Council (Mayor Pro Tem)	Councilmember Robyn Mecham	01-05-2021	01-05-2021	01-04-2022	Appointed by Res. 2021-02 No mandatory term Suggest one-year term
Centerville Community Foundation Board	Mayor Clark Wilkinson Councilmember Bill Ince	01-16-2018 01-05-2016	01-16-2018 01-07-2020	01-05-2022 01-05-2022	Appointed by Res. 2018-08 Appointed by Res. 2020-02
Landmarks Commission (Council Liaison)	Councilmember Stephanie Ivie	01-07-2014	01-07-2020	01-05-2022	Appointed by Res. 2020-02 No provisions or mandatory term Suggest two-year term for committees CMC 3.03.060 and CZC 12.20.070
Parks and Recreation Committee (Council Liaison)	Councilmember Tamilyn Fillmore	01-07-2014	01-07-2020	01-05-2022	Appointed by Res. 2020-02 No provisions or mandatory term Suggest two-year term for committees CMC 3.03.040
Performing Arts Center Administrative Control Board (City Representative)	Mayor Clark Wilkinson Councilmember Tamilyn Fillmore	01-16-2018 01-17-2014	01-16-2018 01-07-2020	01-05-2022 01-03-2024	Appointed by Res. 2018-08 Appointed by Res. 2020-02 Must be appointed by resolution Four-year term per Interlocal Agreement
Performing Arts Center Administrative Control Board (RDA Representative)	Councilmember Bill Ince Councilmember Stephanie Ivie	01-19-2016 01-19-2016	01-07-2020 01-16-2018	01-05-2024 01-05-2022	Appointed by Res. 2020-02 Appointed by Res. 2018-08 Must be appointed by resolution Four-year term per Interlocal Agreement
Performing Arts Center Administrative Control Board (Bountiful Representatives)	Councilmember Richard Higginson Councilmember Millie Bahr	01-28-2020 01-28-2020	01-28-2020 01-28-2020	01-02-2024 01-02-2024	Must be appointed by resolution Four-year term per Interlocal Agreement
Redevelopment Agency of Centerville City (Chair)	Mayor Clark Wilkinson	01-16-2018	01-16-2018	01-05-2022	Chair of RDA is the Mayor Four-year term
Redevelopment Agency of Centerville City (Vice Chair)	Councilmember Stephanie Ivie	01-05-2014	01-07-2020	01-05-2022	Appointed by Res. 2020-02
Trails Committee (Council Liaison)	Councilmember George McEwan	01-07-2020	01-07-2020	01-05-2022	Appointed by Res. 2020-02 No provisions or mandatory term Suggest two-year term for committees CMC 3.03.050
Tree Board (Council Liaison)	Councilmember Bill Ince	12-06-2018	01-07-2020	01-05-2022	No provisions or mandatory term Suggest two-year term for committees CMC 3.03.080
Whitaker Museum Board (Council Liaison)	Councilmember Stephanie Ivie	01-05-2016	01-07-2020	01-05-2022	Appointed by Res. 2020-02 Liaison reference but no mandatory term Suggest two-year term for committees CMC 3.03.070

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 1.

Title: Bond Reduction #5 (Final - No Warranty) for Oakridge Assisted Living

Initiated By: Kevin Campbell, City Engineer

Staff Representative: Kevin Campbell, City Engineer

SUBJECT:

Bond Reduction #5 (Final - No Warranty) for Oakridge Assisted Living in the amount of \$1,000

RECOMMENDATION:

Approve Bond Reduction #5 (Final - No Warranty) for Oakridge Assisted Living in the amount of \$1,000

BACKGROUND:

Oakridge Assisted Living has completed their landscaping and City Engineer recommends releasing the final \$1000 of their bond.

ATTACHMENTS:

1. Oakridge Assisted Living - BR#5 (Final - No Warranty)

Recommendation for approval:

Kevin L. Campbell, P.E. 12-27-2021
City Engineer Date

CENTERVILLE CITY
IMPROVEMENTS AGREEMENT BOND REDUCTION REQUEST
No. 5 (FINAL - No Warranty Req'd))

Subdivision: Oakridge Assisted Living

Item Nos.	Description	Estimated Amount	Completed Amount	Amount Released
1	New Storm Drain	\$24,325.00	100%	\$24,325.00
2	Contingencies	\$4,865.00	100%	\$4,865.00
3	Landscaping	\$14,280.00	100%	\$14,280.00
	Total	\$43,470.00		\$43,470.00

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 2.

Title: Ratification of Chase Lane Street Rebuild Project Award

Initiated By: Kevin Campbell, City Engineer

Staff Representative: Kevin Campbell, City Engineer

SUBJECT:

Ratification of Chase Lane Street Rebuild Project Award - Advanced Paving for a bid of \$219,188.00

RECOMMENDATION:

Ratify the Chase Lane Street Rebuild Project Award - Advanced Paving for a bid of \$219,188.00

BACKGROUND:

The Chase Lane Street Rebuild project was awarded to Advanced Paving for a bid of \$219,188.00. This was awarded administratively on January 6, 2022 through emergency procurement procedures to repair the road as quickly as possible. We are now presenting the award to the council for ratification.

ATTACHMENTS:

1. Chase Lane Street Rebuild - Bid Tabulation



BID TABULATION FOR CENTERVILLE CITY

CHASE LANE STREET REBUILD - OAKRIDGE DRIVE TO 400 EAST - PROJECT #22-001				Advanced Paving		Post Asphalt		Staker Parson	
Item No.	Description	Amounts	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	Lump Sum	\$1,685.00	\$1,685.00	\$8,000.00	\$8,000.00	\$42,311.00	\$42,311.00
2	Traffic Control	1	Lump Sum	\$810.00	\$810.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00
3	Lower, Raise, and Collar Water Valves	16	EA	\$605.00	\$9,680.00	\$695.00	\$11,120.00	\$725.00	\$11,600.00
4	Lower, Raise, and Collar Sewer Manholes	5	EA	\$785.00	\$3,925.00	\$900.00	\$4,500.00	\$950.00	\$4,750.00
5	Lower, Raise, and Collar Storm Drain and Vault Manholes	4	EA	\$785.00	\$3,140.00	\$900.00	\$3,600.00	\$950.00	\$3,800.00
6	Lower, Raise, and Collar Monument	3	EA	\$660.00	\$1,980.00	\$775.00	\$2,325.00	\$800.00	\$2,400.00
7	Remove and Replace Existing 4' Wide Concrete Waterway Including Road Base and Saw-cut as Needed	38	LF	\$43.00	\$1,634.00	\$97.25	\$3,695.50	\$95.00	\$3,610.00
8	Remove and Replace Curb and Gutter Including Road Base and Saw-cut as Needed	122	LF	\$33.50	\$4,087.00	\$70.25	\$8,570.50	\$68.00	\$8,296.00
9	Remove and Replace Concrete Flat Work Including Road Base and Saw-cut as Needed	48	SF	\$14.00	\$672.00	\$46.75	\$2,244.00	\$36.00	\$1,728.00
10	Remove Existing Asphalt (Average 4" Deep) Including Saw-cuts as Needed	463	CY	\$28.00	\$12,964.00	\$28.00	\$12,964.00	\$37.00	\$17,131.00
11	Remove Existing Base Material (8" Deep)	926	CY	\$23.00	\$21,298.00	\$27.00	\$25,002.00	\$50.00	\$46,300.00
12	Grade and Compact Sub-grade. Place Stabilization Geo-textile Fabric 315 ST	37,500	SF	\$0.16	\$6,000.00	\$0.15	\$5,625.00	\$0.27	\$10,125.00
13	Import State Spec Untreated Base Course (8" Deep) Including Compaction and Grading	1,800	TN	\$24.00	\$43,200.00	\$25.00	\$45,000.00	\$31.00	\$55,800.00
14	Furnish, Place, and Compact 4" Deep, PG-58-28, DM 1/2", 50 Blow, 15% Max. RAP	950	TN	\$102.00	\$96,900.00	\$139.00	\$132,050.00	\$163.00	\$154,850.00
15	Repair Existing Damaged Landscaping Including Topsoil and Sod.	1	Lump Sum	\$1,400.00	\$1,400.00	\$3,000.00	\$3,000.00	\$3,900.00	\$3,900.00
	Sub Total (Items 1-15)			\$209,375.00		\$270,696.00		\$381,601.00	
ADDITIONAL PRICING									
16	Remove and Replace Additional Curb and Gutter Including Saw-cut as Needed	1	LF	\$40.00	\$40.00	\$75.00	\$75.00	\$68.00	\$68.00
17	Import State Spec Untreated Base Course (8" Deep) Including Compaction and Grading for Trench Repair	1	TN	\$23.00	\$23.00	\$24.00	\$24.00	\$31.00	\$31.00
18	Remove and Replace Sub-Base Material an Additional 12" Deep to Repair Soft Spots Including Geo-textile Fabric 315 ST	150	CY	\$65.00	\$9,750.00	\$95.00	\$14,250.00	\$122.00	\$18,300.00
	Total (Items 1-18)			\$219,188.00		\$285,045.00		\$400,000.00	

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 3.

Title: Purchase of shoplift upgrade equipment for Public Works

Initiated By: Mike Carlson, Public Works Director

Staff Representative: Mike Carlson, Public Works Director

SUBJECT:

Purchase of shoplift upgrade equipment for Public Works in the amount of \$59,941.71

RECOMMENDATION:

Approve the purchase of shoplift upgrade equipment for Public Works in the amount of \$59,941.71

BACKGROUND:

Purchasing shoplift from Snap-On Industrial on State Contract #MA2765fd. The purchase of this shoplift was approved in the FY 2022 budget, listed on the Public Work Administration department as Item #3.

ATTACHMENTS:

1. Snap-On Industrial - Quote
2. Public Works Purchase Order - Snap-On Industrial



Quote

Submit to Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

Quote Number IMP-000872975
Quote Date 1/10/2022
Quote Expiration Date 3/11/2022
Customer Name CENTERVILLE CITY CORPORATION
Customer BP 201360780
Contact Name -
Email -
Phone Number -
Sales Rep JACKSON, DEREK B
Mobile #
Email Address Derek.B.Jackson@snapon.com

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201360780
CENTERVILLE CITY CORPORATION
655 N. 1250 WEST
CENTERVILLE UT 84014
Bill to 201360779
CENTERVILLE CITY CORPORATION
250 NORTH MAIN
CENTERVILLE UT 84014

Line Number	Part Number	Description	Quantity	List Price	Unit Net Price	Line Total
1	MCLWRL124UCB	MCL 12K 4 COL WRL UNIV CARR	1	\$54,456.84	\$38,664.36	\$38,664.36
2	EEWH584CU1	T2545T SWING PROSPEED 220V	1	\$11,179.48	\$7,937.43	\$7,937.43
3	EAA0304G32A	CLMPNG JAWS/LIGHT TRUCK(SET 4)	1	\$735.80	\$522.42	\$522.42
4	EEWB569AP230	B800P WHL BAL SYSTEM 230V	1	\$11,107.95	\$7,886.64	\$7,886.64
5	EAK0375G07A	LOW TAPER CENTERING 9PC COLLET	1	\$751.81	\$533.79	\$533.79
6	00006310000	CONE-ADAPT. SET CAN USE 110612	1	\$517.98	\$367.77	\$367.77
7	EAM0050J24A	CONE TRUCK 8-9	1	\$347.29	\$246.58	\$246.58
8	JSP4000	TIRE-JIM W/STD/CAB/SPRDR/TRAY	1	\$380.54	\$270.18	\$270.18
9	MCLAB1608	MOBILE SUPPORT STAND 16K MED	2	\$819.29	\$581.70	\$1,163.40
10	MCLAB1616	MOBILE SUPPORT STAND 16K TALL	2	\$1,654.33	\$1,174.57	\$2,349.14

Notes: Quoted on UT State Contract MA2765. Customer responsible to run the required air/electrical to machine location. Forklift required to offload. Setup and training included.

Total Weight 6,318.33 lbs
Sub Total \$59,941.71
Shipping \$0.00
Tax \$0.00

Grand Total \$59,941.71

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.

CENTERVILLE
city
CITY COUNCIL
Staff Report
1/18/2022

Item No. 1.

Title: Minutes Review and Acceptance

Initiated By:

Staff Representative:

SUBJECT:

January 4, 2022 City Council Minutes

RECOMMENDATION:

Approve the minutes as presented

BACKGROUND:

ATTACHMENTS:

1. 1-4-2022 Minutes

Minutes of the Centerville **City Council** meeting held Tuesday, January 4, 2022, at 7:00 p.m. with participants present at Centerville City Hall, 250 North Main Street, and via Zoom.

MEMBERS PRESENT

Mayor Clark Wilkinson

Council Members Gina Hirst
William Ince
George McEwan
Robyn Mecham
Spencer Summerhays

STAFF PRESENT

Brant Hanson, City Manager
Lisa Romney, City Attorney
Jennifer Hansen, City Recorder
Cory Snyder, Community Development Director
Nate Plaizier, Finance Director
Bruce Cox, Parks and Recreation Director
Bryce King, Recreation Coordinator
Jacob Smith, Administrative Services Director
Lt. Allen Ackerson, Centerville Police Department

VISITORS

Judge David Miller
Ashleigh Young, Davis County Animal Services
Interested citizens

PRAYER OR THOUGHT

Councilmember Mecham

PLEDGE OF ALLEGIANCE

OPEN SESSION

Tracy James, Centerville resident, expressed interest in purchasing a small portion of City-owned property adjacent to his property as a buffer between his home and the neighboring pond at Skabelund Park. He said he had expressed interest on previous occasions. He said he contacted and obtained support from the Sons of Pioneers for volunteer help in further maintaining and improving trails at Skabelund Park.

SWEARING-IN CEREMONY

Judge David Miller conducted the swearing-in of re-elected Mayor Clark Wilkinson and new Councilmembers Gina Hirst and Spencer Summerhays.

PUBLIC HEARING – SCHMUCKER FINAL PLAT AMENDMENT AND VACATION OF EASEMENT

Recently, Centerville City agreed to allow the Schmuckers to purchase a small portion of City-owned land and add it to their property/lot. Community Development Director Cory Snyder explained the request to approve Final Plat Amendment for Island View Plat G, and approve vacation and relocation of public utility easements. City Attorney Lisa Romney recommended the Council also approve a Quitclaim Deed transferring property to the Schmuckers. Staff answered

1 questions from the Council. Ms. Romney explained the purchase price per square foot would be
2 finalized following additional review by the City Engineer.

3
4 Mayor Wilkinson opened a public hearing at 7:20 p.m., and closed the public hearing
5 seeing that no one wished to comment. Councilmember Summerhays **moved** to approve the
6 Subdivision Plat Amendment of Island View G Subdivision, Lot 53 (relabelled as 62), subject to
7 the following conditions and with the following reasons for action. Councilmember Ince seconded
8 the motion, which passed by unanimous vote (5-0).

9
10 Conditions:

- 11
12 1) The City tract of land to be added to Lot 62 shall be rezoned to Residential Low prior
13 to the recording of the amended subdivision plat.
14 2) The City Engineer shall review and determine that the needed distance from the
15 northern boundary is at least 25 feet from the centerline of the gas pipeline farther
16 north prior to the recordation of the amended subdivision plat.
17 3) The City Engineer shall review for compliance with City plat process and notifications.
18 4) Subject to approval of a Quitclaim Deed.

19
20 Reasons for Action:

- 21
22 a. The City Council finds that there is good cause for the plat amendment.
23 b. The City Council finds that the proposed amended parcel, subject to the conditions of
24 approval, the public interest nor any person will be materially injured by the vacation.

25
26 Councilmember McEwan **moved** to table the Quitclaim Deed until the Council was
27 presented with a proposed rezone. Councilmember Ince seconded the motion, which passed by
28 unanimous vote (5-0).

29
30 **INTERLOCAL AGREEMENT – DAVIS COUNTY ANIMAL CARE SERVICES –**
31 **AMENDMENT NO. 7**

32
33 Ashleigh Young, Davis County Animal Care Director, presented proposed Amendment
34 No. 7 to the Interlocal Agreement between Centerville and Davis County Animal Care. She
35 presented a 2022 budget for the Davis County Animal Care Department (\$2,000 increase in the
36 cost to Centerville), and spoke of a planned professional review of daily services for a feasibility
37 study. Ms. Young explained that the Animal Care Department did not currently have enough staff
38 or resources to sustain wildlife/nuisance animal calls in addition to companion animal calls within
39 the County. She stated wildlife calls were the concern of the Department of Wildlife Resources,
40 and said the Davis County Animal Care Department was not looking to take on wildlife calls in the
41 future.

42
43 Councilmember Mechem stated the Department of Wildlife Resources did nothing to help
44 citizens with raccoons, which were a significant issue for Centerville residents, and said she
45 hoped the County would reconsider helping with the problem. Councilmember Mechem said she
46 believed the community would be better off if the service were provided and resources were
47 shared by the County, and expressed confidence that citizens would be willing to pay more so
48 the County could offer wildlife services. Councilmembers Mechem and McEwan said they would
49 be willing to speak with other city councils in Davis County to discuss the need for help with the
50 raccoon problem. Councilmember Ince emphasized that Davis County Animal Care provided help
51 with wildlife in the past. He stated Commissioner Elliott had committed to the City Council in 2021
52 that the issue would be looked at with a goal of implementation.

1 At the request of City Manager Brant Hanson, Ms. Young explained that 2022 would be
2 the last year of Interlocal Agreements between Davis County Animal Care and cities, with a move
3 to individual tax payer assessments. Mayor Wilkinson said he suspected other cities in the County
4 would be interested in the County providing raccoon services. Mr. Hanson emphasized that
5 wildlife services were not the goal of the Davis County Animal Care Department. He suggested
6 the City should find a way to assist residents with the raccoon problem, possibly by providing a
7 list of preferred exterminators.

8
9 Ms. Young answered questions from the Council regarding the planned feasibility study.
10 Mr. Hanson thanked Ms. Young for her attendance and presentation.

11
12 Councilmember McEwan **moved** to approve Resolution No. 2022-01 amending the
13 amounts Centerville City would pay to Davis County for providing Animal Care Services in
14 calendar year 2022 (\$54,835.87). Councilmember Ince seconded the motion, which passed by
15 unanimous vote (5-0).

16
17 **MUNICIPAL CODE AND FEE SCHEDULE AMENDMENTS – CMC 8.03 – CEMETERY**
18 **REGULATIONS FOR NICHE WALLS**

19
20 The City Council adopted amendments to the Centerville Municipal Code and Fee
21 Schedule in December 2021 to provide new fees and regulations for the newly installed Niche
22 Wall in the Centerville Cemetery. The Council directed staff to bring back amendments to the
23 Municipal Code and Fee Schedule to allow for two cremains in one niche space. Ms. Romney
24 presented proposed Ordinance No. 2022-01 and Resolution No. 2022-02 prepared in response
25 to the Council's directive. Two cremains and their containers would need to fit within a 10-inch x
26 10-inch niche space. Parks and Recreation Director Bruce Cox answered questions from the
27 Council regarding urns, niche space pricing, and the Cemetery Perpetual Care Fund.
28 Councilmember Ince expressed the opinion that perpetual care fees for burial spaces needed to
29 be updated. Councilmember Summerhays expressed agreement.

30
31 Councilmember Ince **moved** to approve Resolution No. 2022-02. Councilmember
32 McEwan seconded the motion, which passed by unanimous vote (5-0). Councilmember Ince said
33 he would like to direct staff to provide review information and comparative information regarding
34 perpetual care fees, particularly for burial plots, and make a recommendation for a fee going
35 forward. Councilmember McEwan expressed support, and added that he would like to see the
36 idea of a niche wall for veterans at Freedom Hills Park advance. Mr. Hanson commented that a
37 niche wall at Freedom Hills Park would be included in upcoming budget discussions.
38 Councilmember Ince **moved** to approve Ordinance No. 2022-01 as presented. Councilmember
39 Hirst seconded the motion, which passed by unanimous vote (5-0).

40
41 **ADMINISTRATIVE RULES – CONCUSSION POLICY**

42
43 The Utah Protection of Athletes with Head Injuries Act requires amateur sports
44 organizations to adopt and enforce a concussion and head injury policy for minors participating in
45 certain sporting events. Ms. Romney presented a Concussion Policy prepared by staff to establish
46 guidelines and protocols for possible concussion or traumatic head injury to any minor
47 participating in a City sponsored, managed, or organized sporting event or recreation program or
48 activity to the extent required by the Utah Head Injuries Act. Recreation Coordinator Bryce King
49 explained training and implementation plans. Councilmember Hirst said she believed all
50 employees and volunteers involved in City-sponsored sports should receive adequate training
51 regarding head injuries.

Councilmember Ince **moved** to adopt Resolution No. 2022-03 adopting a new Concussion Policy in accordance with State law requirements. Councilmember Summerhays seconded the motion, which passed by unanimous vote (5-0).

MINUTES REVIEW AND ACCEPTANCE

Minutes of the December 21, 2021 Council Meeting were reviewed. Councilmember Mecham moved to accept the minutes. Councilmember Ince seconded the motion, which passed by unanimous vote (5-0).

CITY COUNCIL REPORT

Councilmember Ince reported that efforts would be made in 2022 to rebuild the Centerville CERT program.

MAYOR'S REPORT

- Mayor Wilkinson commented that Councilmember liaison assignments would be discussed and assigned at an upcoming Council meeting.
- The Council was scheduled to meet with Legislators on January 18, 2022.
- The Mayor reported on a recent break in the water system.

CITY MANAGER'S REPORT

- Mr. Hanson reported a Council retreat would be scheduled for discussion of Council priorities.
- Bruce Cox reported he was expecting bids from three contractors for construction and installation of a sign for Lee Skabelund Park.
- Administrative Services Director Jacob Smith spoke of turnover in Municipal Court staff in recent years, with employees leaving for higher paying positions. Mr. Smith and Mr. Hanson spoke of proposed adjustments to Court positions to meet the needs of the Court. A majority of the Council indicated agreement with moving forward with recruitment for a full-time position.

ADJOURN

At 8:36 p.m., Councilmember McEwan **moved** to adjourn the meeting. Councilmember Ince seconded the motion, which passed by unanimous vote (5-0).

Jennifer Hansen, City Recorder

Date Approved

Katie Rust, Recording Secretary