CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 PM ON APRIL 2, 2019 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

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

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance, including hearing devices. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Jacob Smith, Centerville Management Services Director, at 801-295-3477, giving at least 24 hours notice prior to the meeting.

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

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

5:30 Budget Work Session

7:00 **A. ROLL CALL**

(see City Manager's Summary Memo)

B. PRAYER OR THOUGHT

Councilmember Ince

C. PLEDGE OF ALLEGIANCE

7:05 **D. OPEN SESSION (This item allows for the public to comment on any subject of municipal concern, including agenda items that are not scheduled for a public hearing. Citizens are encouraged to limit their comments to two (2) minutes per person. Citizens may request a time to speak during Open Session by calling the City Recorder's office at 801-295-3477, or may make such request at the beginning of Open Session.) Please state your name and city of residence.**

E. BUSINESS

7:10 1. Minutes Review and Acceptance

March 13, 2019 Joint City Council/Planning Commission meeting
March 13, 2019 Special City Council Meeting
March 19, 2019 City Council Meeting

March 19, 2019 Budget Training Work Session

7:10 2. Summary Action

a. Accept Public Right-of-Way and Access Easement from Centerville Deuel Creek Irrigation Company for Extension of 100 South

b. Approve Infrastructure Improvement Agreement with Sheffield Downs Centerville, LLC to allow construction of utilities prior to recording final subdivision plat

c. Accept Waterline and Public Utility Easement for Sheffield Downs Subdivision to secure easement rights for construction of waterlines and other utilities prior to recording final subdivision plat

d. Award bids for waterline construction for Sheffield Downs Subdivision

e. Award bid for Crack and Slurry Seal Project 2019

7:10 3. Public Hearing - Final Subdivision Plat - Deuel Creek Place Subdivision

Consider the Final Subdivision Plat for the Deuel Creek Place Subdivision located at approximately 641 East 200 South

7:20 4. Consider Resolution Authorizing Issuance of Bonds for Park Improvements

CONSIDERATION FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF CENTERVILLE CITY, UTAH, AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $1,600,000 AGGREGATE PRINCIPAL AMOUNT OF SPECIAL OBLIGATION SALES TAX REVENUE BONDS AND RELATED MATTERS

7:50 5. CDBG Project re ADA Ramps

a. Approve Agreement for CDBG funding to construct/replace ADA ramps

b. Award bid for construction of ADA ramps

8:00 6. Mayor's Report

a. Appointments to boards and committees

8:10 7. City Manager's Report

a. Planning Commission update

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

F. ADJOURNMENT

CENTERVILLE

Staff Backup Report
4/2/2019

Item No.

Short Title: Budget Work Session

Initiated By: City Staff

Scheduled Time: 5:30

SUBJECT

RECOMMENDATION

Allow staff to present information and lead a discussion of issues relating to the preparation of the FY2020 Budget.

BACKGROUND

Brant Hanson, the new City Manager, and Jacob Smith, Management Services/Finance Director, are preparing the agenda and related materials for this work session.

ATTACHMENTS:

Description

- 2019-2020 Preliminary General Fund Budget
- Budget Forecast Tool

General Fund
Revenues & Expenditures
Summary by Category
Fiscal Year 2019/20

	2016/17 Actual	2017/18 Actual	2018/19 Estimate	2018/19 Budget	2019/20 Department Request	2019/20 Tentative	2019/20 Adopted
Revenues							
Taxes	$6,170,478	$6,747,242	$6,868,218	$6,905,427	$6,921,380	$0	$0
Licenses & Permits	$278,203	$251,569	$362,312	$336,550	$357,700	$0	$0
Intergovernmental	$62,510	$58,806	$51,293	$49,500	$51,000	$0	$0
Charges for Services	$1,022,547	$1,001,616	$1,024,959	$1,065,233	$1,198,430	$0	$0
Fines	$440,062	$473,817	$400,000	$490,000	$435,000	$0	$0
Miscellaneous	$28,602	$30,889	$51,010	$50,150	$49,100	$0	$0
Contributions & Transfers	$41,230	$47,120	$66,094	$48,674	$236,401	$0	$0
Total General Fund Revenues	$8,043,632	$8,611,058	$8,823,886	$8,945,534	$9,249,011	$0	$0
Use of Restricted Fund Balance	$0	$0	$5,000	$5,000	$5,000	$0	$0
Use of Unrestricted Fund Balance	$0	$0	$119,278	$119,278	$0	$0	$0
Total Sources of Revenues	$8,043,632	$8,611,058	$8,943,164	$9,064,812	$9,249,011	$0	$0
Expenditures							
Government Services	$1,455,223	$1,286,643	$1,280,587	$1,396,302	$1,480,694	$0	$0
Police	$2,682,694	$2,701,728	$2,870,802	$2,912,302	$2,867,477	$0	$0
Fire	$875,246	$852,724	$894,324	$894,324	$920,000	$0	$0
Public Works	$1,189,737	$1,167,688	$1,498,899	$1,508,777	$1,791,986	$0	$0
Parks & Cemetery	$846,615	$795,687	$889,496	$898,107	$929,708	$0	$0
Public Buildings	$223,624	$224,446	$210,849	$223,474	$271,259	$0	$0
Community Development	$335,516	$344,676	$342,458	$377,268	$369,168	$0	$0
Transfers/Non-Departmental	$488,864	$748,215	$854,259	$854,259	$869,985	$0	$0
Funds yet to be allocated						$0	$0
Total General Fund Expenditures	$8,097,520	$8,121,807	$8,841,674	$9,064,813	$9,500,277	$0	$0
Net	-$53,888	$489,251	$101,490	-$1	-$251,266		

GENERAL FUND REVENUES
FY 2019/20 BUDGET

		2016/17	2017/18	2018/19			2018/19		
				6 MONTH	12 MONTH		DEPARTMENT		
		ACTUAL	ACTUAL	ACTUAL	ESTIMATE	BUDGET	REQUEST	TENTATIVE	ADOPTED
	TAX REVENUES								
10-31-100000	PROPERTY TAXES	968,378	1,554,303	1,240,245	1,416,218	1,416,218	1,430,380		
10-31-120000	FEE IN LIEU OF TAXES	80,620	101,933	47,439	95,000	100,000	100,000		
10-31-200000	PROPERTY TAXES - OTHER	25,736	-1,494	4,103	8,000	110,000	25,000		
10-31-250000	PROPERTY TAX - RDA INCREMENT	165,000	0	0	0	0	0		
10-31-300000	SALES TAX - GENERAL	3,804,117	3,983,515	2,135,615	4,270,000	4,141,209	4,266,000		
10-31-410000	FRANCHISE TAX - POWER	593,460	578,681	331,177	605,000	615,000	605,000		
10-31-420000	FRANCHISE TAX - NATURAL GAS	271,281	281,367	53,642	250,000	272,000	270,000		
10-31-430000	FRANCHISE TAX - TELECOMM.	170,057	156,016	72,130	130,000	155,000	130,000		
10-31-440000	FRANCHISE TAX - CATV	91,829	92,919	43,306	94,000	96,000	95,000		
	TOTAL TAX REVENUE	6,170,478	6,747,242	3,927,655	6,868,218	6,905,427	6,921,380	0	0
	LICENSES AND PERMITS								
10-32-100000	BUSINESS LICENSES	66,921	58,390	43,131	58,000	56,000	59,000		
10-32-110000	BUILDING FEES	167,027	139,904	130,036	200,000	200,000	210,000		
10-32-120000	PLAN CHECK FEES	39,395	47,023	66,022	96,000	75,000	80,000		
10-32-130000	ELECTRICAL FEES	726	898	700	1,800	700	1,800		
10-32-140000	PLUMBING FEES	0	1,286	420	1,650	1,000	1,800		
10-32-150000	MECHANICAL FEES	2,112	2,546	1,750	2,800	2,000	3,000		
10-32-160000	STATE SURCHARGE FEE	347	563	595	800	800	800		
10-32-200000	APPROACH FEES (STREET & CURB)	1,675	850	961	1,200	1,000	1,200		
10-32-220000	BICYCLE LICENSES	0	9	2	2	50	50		
10-32-230000	CHICKEN & RABBIT PERMITS	0	100	30	60	0	50		
	TOTAL LICENSES AND PERMITS	278,203	251,569	243,648	362,312	336,550	357,700	0	0
	INTERGOVERNMENTAL REVENUE								
10-33-580000	STATE GRANTS - LIQUOR LAW	20,314	21,512	25,770	25,770	21,000	22,500		
10-33-620000	STATE GRANT - HISTORIC	0	1,233	0	0	2,500	2,500		
10-33-610000	SCHOOL RESOURCE OFFICER	17,000	17,750	0	17,750	18,000	18,000		
10-33-630000	PUBLIC SAFETY GRANTS	25,196	18,311	6,317	7,773	8,000	8,000		
	TOTAL INTERGOVERNMENTAL	62,510	58,806	32,087	51,293	49,500	51,000	0	0
	CHARGES FOR SERVICES								
10-34-120000	SUBDIV INSPECT FEES	19,595	23,817	4,226	8,000	25,000	20,000		
10-34-140000	BUILDING INSPECTION FEES	0	500	0	0	0	500		
10-34-130000	ZONING SUB FEES	44,548	27,210	8,004	15,000	35,000	35,000		
10-34-150000	SALE OF MAPS & PUBLICATIONS	67	10	1	10	100	50		
10-34-310000	STREET EXCAVATION FEES	3,940	6,105	2,605	3,500	5,000	4,500		
10-34-330000	STREET LIGHTING FEES	4,152	4,171	2,074	4,140	4,140	4,140		
10-34-340000	STREET SIGN CHARGES	0	0	0	116	0	50		
10-34-730000	PARK RENTAL FEES	5,592	4,815	1,925	5,000	5,800	6,000		
10-34-740000	PARK USE AGREEMENTS	4,323	3,213	2,365	4,800	8,000	6,000		
10-34-810000	CEMETERY LOTS -ABCD	500	-2,900	1,200	1,200	0	0		
10-34-821000	MONUMENT PERMIT FEE	3,920	0	0	0	0	0		
10-34-830000	GRAVE OPENING CHARGES	24,960	24,830	13,800	24,000	23,000	28,000		
10-34-900000	ADMIN OVERHEAD - WATER FUND	425,000	425,000	237,523	475,046	475,046	556,000		
10-34-910000	ADMIN OVERHEAD - SANITATION	84,050	84,050	46,261	92,522	92,522	105,760		
10-34-920000	ADMIN OVERHEAD - DRAINAGE/DRAINAC	220,000	220,000	128,447	256,894	256,894	289,000		
10-34-940000	ADMIN OVERHEAD - RDA/RDA Board	171,400	171,400	62,265	124,531	124,531	133,230		
10-34-950000	ADMIN OVERHEAD - TELECOMM	10,500	9,395	0	10,200	10,200	10,200		
	TOTAL CHARGES FOR SERVICES	1,022,547	1,001,616	510,696	1,024,959	1,065,233	1,198,430	0	0
	FINES AND FORFEITURES								
10-35-110000	CITY COURT	440,062	473,817	189,298	400,000	490,000	435,000		
	TOTAL COURT	440,062	473,817	189,298	400,000	490,000	435,000	0	0

	MISCELLANEOUS REVENUE								
10-36-100000	BANK & INVEST INTEREST	16,191	14,620	13,990	28,000	16,000	28,000		
10-36-230000	BANKING/ZIONS BANK INT INCOME	2,600	2,880	1,000	3,000	3,000	3,000		
10-36-250000	RENTAL CHARGES/COMMUNITY CNT	385	644	529	500	500	500		
10-36-270000	SECURITY DEPOSIT/COMM. CENTER	20	0	-30	0	0	0		
10-36-290000	SALE OF HISTORIC MAPS	24	5	9	35	50	50		
10-36-350000	YOUTH COUNCIL (CHECKING)	3,844	0	0	0	0	0		
10-36-400000	SALE OF FIXED ASSETS	778	0	872	4,000	20,000	5,000		
10-36-800000	WITNESS FEES	500	518	148	400	600	500		
10-36-840000	SEX OFFENDER REGISTRY FEE	0	75	25	75	0	50		
10-36-900000	SUNDRY REVENUE	4,260	12,148	6,201	15,000	10,000	12,000		
	TOTAL MISCELLANEOUS	28,602	30,889	22,743	51,010	50,150	49,100	0	0
	CONTRIBUTIONS AND TRANSFERS								
10-39-200000	TRANSFER FROM OTHER FUNDS	19,180	25,600	0	29,200	16,560	27,040		
10-38-200000	TRANSFER FROM RDA - HOMELESS	0	0	0	15,768	28,114	31,600		
10-38-430000	CONTRIBUTIONS - HISTORIC SITES	0	0	261	261	0	261		
10-38-700000	CONTRIBUTIONS/PREPAREDNESS FAIR	22,050	0	12,365	12,365	0	0		
10-38-750000	GUN RANGE DEPOSIT		800			0	0		
10-38-470000	POLICE CONTRIBUTIONS	0	19,425	2,500	7,500	0	7,500		
10-38-450000	MISC. CONTRIBUTIONS/GRANTS	0	1,295	711	1,000	4,000	170,000		
	TOTAL CONTRIBUTIONS & TRANS	41,230	47,120	15,837	66,094	48,674	236,401	0	0
	TOTAL REVENUES & CONTRIB.	8,043,632	8,611,058	4,941,966	8,823,886	8,945,534	9,249,011	0	0
	USE OF RESTRICTED FUND BALANCE				5,000	5,000	5,000		
	USE OF UNRESTRICTED FUND BALANCE				119,278	119,278			
	BOND PROCEEDS								
	TOTAL FUND BALANCE /OTHER	0	0	N/A	124,278	124,278	5,000	0	0
	TOTAL GENERAL FUND REVENUE	8,043,632	8,611,058	4,941,966	9,072,442	9,069,812	9,254,011	0	0

GOVERNMENT SERVICES
SUMMARY BY DEPARTMENT
FY 2019/20 BUDGET

	2016/17	2017/18	2018/19			2019/20		
			6 MONTH	12 MONTH		DEPARTMENT		
	ACTUAL	ACTUAL	ACTUAL	ESTIMATE	BUDGET	REQUEST	TENTATIVE	ADOPTED
CITY COUNCIL								
PERSONNEL SERVICES	$35,026	$41,939	$20,578	$41,157	$41,213	$41,169	$0	$0
OPERATING EXPENDITURES	$22,136	$28,484	$29,432	$68,265	$70,052	$39,925	$0	$0
CAPITAL OUTLAY/PROJECTS	$360	$75	$0	$0	$1,500	$1,500	$0	$0
TOTAL	$57,521	$70,498	$50,010	$109,422	$112,765	$82,594	$0	$0
JUSTICE COURT								
PERSONNEL SERVICES	$195,411	$165,613	$85,269	$195,394	$217,575	$217,575	$0	$0
OPERATING EXPENDITURES	$9,984	$8,485	$3,721	$7,952	$12,250	$12,850	$0	$0
CAPITAL OUTLAY	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	$205,395	$174,098	$88,990	$203,346	$229,825	$230,425	$0	$0
EXECUTIVE								
PERSONNEL SERVICES	$369,777	$380,483	$127,306	$252,454	$252,454	$328,444	$0	$0
OPERATING EXPENDITURES	$14,525	$17,273	$5,672	$15,630	$20,250	$22,350	$0	$0
EMPLOYEE RECOG./ASST.	$18,122	$18,471	$7,523	$18,870	$21,000	$21,000	$0	$0
NEWSLETTER	$16,986	$10,247	$3,107	$10,800	$13,500	$13,500	$0	$0
CAPITAL OUTLAY	$2,979	$231	$252	$252	$0	$4,500	$0	$0
TOTAL	$422,389	$426,704	$143,860	$298,006	$307,204	$389,794	$0	$0
ATTORNEY								
PERSONNEL SERVICES	$146,852	$153,103	$81,443	$156,417	$154,870	$156,417	$0	$0
OPERATING EXPENDITURES	$10,161	$7,246	$2,019	$7,010	$8,600	$13,600	$0	$0
CAPITAL OUTLAY	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	$157,012	$160,349	$83,462	$163,427	$163,470	$170,017	$0	$0
MANAGEMENT SERVICES								
PERSONNEL SERVICES	$430,974	$230,820	$166,644	$305,486	$326,051	$326,051	$0	$0
OPERATING EXPENDITURES	$74,990	$111,734	$60,616	$117,400	$117,400	$118,300	$0	$0
INSURANCE	$32,752	$37,791	$18,356	$38,000	$38,330	$38,400	$0	$0
CAPITAL OUTLAY	$23,556	$22,836	$15,337	$0	$45,257	$52,500	$0	$0
TOTAL	$562,272	$403,181	$260,952	$460,886	$527,038	$535,251	$0	$0
LEGAL SERVICES								
OPERATING EXPENDITURES	$30,223	$30,312	$8,202	$27,500	$38,000	$33,000	$0	$0
EMERGENCY MANAGEMENT								
OPERATING EXPENDITURES	$16,356	$5,802	$10,135	$9,500	$9,500	$12,613	$0	$0
CAPITAL OUTLAY	$1,373	$849	$1,500	$1,500	$1,500	$3,500	$0	$0
TOTAL	$17,728	$6,651	$11,635	$11,000	$11,000	$16,113	$0	$0
ELECTIONS								
OPERATING EXPENDITURES	$110	$7,378	$0	$0	$0	$16,000	$0	$0
TOTAL	$110	$7,378	$0	$0	$0	$16,000	$0	$0
YOUTH COUNCIL								
OPERATING EXPENDITURES	$2,571	$7,473	$5,294	$7,000	$7,000	$7,500	$0	$0
Total General Government	$1,455,223	$1,286,643	$652,405	$1,280,587	$1,396,302	$1,480,694	$0	$0

CITY COUNCIL
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4111-120	WAGES - COUNCIL	31,476	38,050	18,750	37,500	37,500	37,500		
10-4111-130	FICA	2,963	3,052	1,434	2,869	2,869	2,869		
10-4111-135	WORKERS COMPENSATION	587	837	394	788	844	800		
	SUBTOTAL	35,026	41,939	20,578	41,157	41,213	41,169	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4111-210	ULC&T	10654	10915.02	11,477	11,477	11,477	11,800		
10-4111-211	CHAMBER OF COMMERCE MEMBERS	500	575	575	575	575	575		
10-4111-217	CONTRIBUTIONS	500	500	1,000	1,000	1,000	500		
10-4111-240	OFFICE SUPPLIES	0	84.42	0	50	100	100		
10-4111-310	RECORDER SERVICES	4,613	5,781	2,373	5,600	6,000	6,000		
10-4111-314	COMPUTER SERVICES	0		0	4,200	4,200	4,200		
10-4111-330	EDUCATION & TRAINING	2,837	1,400	1,245	3,000	4,000	4,000		
10-4111-480	MISC SUPPLIES	103	284	263	263	200	250		
10-4111-481	MEETING MEALS	2,545	2,269	692	2,100	2,500	2,500		
10-4111-510	SPECIAL CONTINGENCY	383	6,677	11,806	40,000	40,000	10,000		
	SUBTOTAL	22,136	28,484	29,432	68,265	70,052	39,925	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL/SPECIAL PROJECTS								
10-4111-730	MITIGATION FUNDS	360		0	0	1,000	1,000		
10-4111-750	SPEC PROJ (DEER MITIGATION)	0	75	0	0	500	500		
	SUBTOTAL	360	75	0	0	1,500	1,500	0	0
	ITEM 1								
	ITEM 2								
	TOTAL CITY COUNCIL	57,521	70,498	50,010	109,422	112,765	82,594	0	0

JUSTICE COURT
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4120-110	SALARY AND WAGES	71,011	42,841	23,718	75,000	86,414	86,414		
10-4120-111	OVERTIME PAY	2,044	1,477	650	1,300	4,000	4,000		
10-4120-120	WAGES - JUDGE	44,415	45,604	23,955	47,109	47,109	47,109		
10-4120-122	PART-TIME - OFFICE	16,952	28,125	12,145	24,500	20,494	20,494		
10-4120-130	FICA	10,698	7,588	3,698	7,600	12,010	12,010		
10-4120-131	RETIREMENT	23,507	22,132	10,970	22,000	28,228	28,228		
10-4120-132	MEDICAL INSURANCE	26,381	16,399	9,430	16,485	17,544	17,544		
10-4120-134	LONG TERM DISABILITY	330	326	148	300	402	402		
10-4120-135	WORKERS COMPENSATION	72	1,121	554	1,100	1,374	1,374		
	SUBTOTAL	195,411	165,613	85,269	195,394	217,575	217,575	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4120-210	BOOKS & SUBSCRIPTIONS	609	476	647	647	600	800		
10-4120-230	MILEAGE REIMBURSEMENT	37	59	15	30	100	100		
10-4120-240	OFFICE SUPPLIES	1,725	714	372	750	1,500	1,500		
10-4120-241	PRINTING	650	615	258	600	800	800		
10-4120-242	POSTAGE	2,295	1,702	652	1,400	2,400	2,400		
10-4120-260	EQUIP MAINT SUPPLIES	0	0	0	50	100	100		
10-4120-262	COPIER SUPPLIES	299	220	718	900	500	900		
10-4120-311	PROFESSIONAL SERVICES	1,101	459	275	650	900	900		
10-4120-314	COMPUTER SERVICES	0	0	0	0	500	500		
10-4120-330	EDUCATION & TRAINING	851	1,936	213	1,400	1,500	1,500		
10-4120-350	CONTRACT SERVICES - JUDGES	225	0	0	0	500	500		
10-4120-480	MISC SUPPLIES	573	203	135	250	500	500		
10-4120-621	WITNESS FEES	204	163	19	75	250	250		
10-4120-623	JURY FEES	0	300	0	100	300	300		
10-4120-624	INTERPRETOR	1,416	1,640	418	1,100	1,800	1,800		
	SUBTOTAL	9,984	8,485	3,721	7,952	12,250	12,850	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4120-740	CAPITAL EQUIPMENT	0	0	0	0	0	0	0	0
	SUBTOTAL	0	0	0	0	0	0	0	0
	ITEM 1								
	ITEM 2								
	TOTAL JUSTICE COURT	205,395	174,098	88,990	203,346	229,825	230,425	0	0

EXECUTIVE
FY 2019/20 BUDGET

Asking for Management Analyst FT

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4130-110	SALARY AND WAGES	242,730	260,908	85,660	165,553	165,553	210,553		
10-4130-111	OVERTIME PAY	1,184	1,307	0	2,000	2,000	2,000		
10-4130-120	PART TIME WAGES - MAYOR	13,924	14,404	7,200	14,400	14,400	14,400		
10-4130-130	FICA	20,938	20,677	7,024	13,794	13,794	17,104		
10-4130-131	RETIREMENT	45,321	42,689	15,166	29,814	29,814	37,034		
10-4130-132	MEDICAL INSURANCE	37,022	31,640	8,144	19,686	19,686	39,686		
10-4130-134	LONG TERM DISABILITY	1,091	1,123	419	747	747	947		
10-4130-135	WORKERS COMPENSATION	3,273	3,123	1,473	2,020	2,020	2,520		
10-4130-141	TRANSPORTATION ALLOWANCE	4,293	4,611	2,220	4,440	4,440	4,200		
	SUBTOTAL	369,777	380,483	127,306	252,454	252,454	328,444	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4130-210	BOOKS AND SUBSCRIPTIONS	460	0	60	120	500	500		
10-4130-211	MEMBERSHIPS	1,509	1,416	130	260	1,800	2,000		
10-4130-213	MUNICIPAL CODE SERVICES	1,500	1,500	1,500	1,500	1,500	1,500		
10-4130-220	PUBLIC NOTICES	85	1,223	101	500	500	500		
10-4130-230	MILEAGE REIMBURSEMENT	629	293	22	100	250	250		
10-4130-231	MAYOR LUNCHEON	394	405	157	400	600	600		
10-4130-240	OFFICE SUPPLIES	1,970	688	455	700	2,000	2,000		
10-4130-241	PRINTING	698	658	0	0	700	700		
10-4130-242	POSTAGE	1,013	663	605	1,200	1,200	1,200		
10-4130-260	EQUIP MAINT & SUPPLIES	2,005	2,549	0	2,550	2,550	2,550		
10-4130-280	TELEPHONE - AIR TIME	278	621	214	450	700	1,100		
10-4130-310	PROFESSIONAL SERVICES	1,200	2,423	336	3,200	3,200	3,200		
10-4130-330	EDUCATION AND TRAINING	2,552	3,950	2,065	4,500	4,500	6,000		
10-4130-480	MISC SUPPLIES	233	884	28	150	250	250		
	SUBTOTAL	14,525	17,273	5,672	15,630	20,250	22,350	0	0
	EMPLOYEE RECOGNITION/ASSISTANCE								
10-4130-481	EMPLOYEE - TUITION	2,000	2,000	57	4,500	4,500	4,500		
10-4130-482	EMPLOYEE - SERVICE	3,080	4,029	1,450	2,200	3,500	3,500		
10-4130-483	EMPLOYEE - DINNER	6,103	5,271	869	5,112	5,500	5,500		
10-4130-484	EMPLOYEE - FITNESS BENEFIT	3,665	3,760	1,590	3,500	4,000	4,000		
10-4130-487	VOLUNTEER SERVICE RECOGNITION	3,275	3,411	3,558	3,558	3,500	3,500		
	SUBTOTAL	18,122	18,471	7,523	18,870	21,000	21,000	0	0
	CITY NEWSLETTER								
10-4130-486	NEWSLETTER - PRINTING	13,222	7,271	998	6,800	10,500	10,500		
10-4130-485	NEWSLETTER - POSTAGE	3,764	2,975	2,109	4,000	3,000	3,000		
	SUBTOTAL NEWSLETTERS	16,986	10,247	3,107	10,800	13,500	13,500	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4130-740	CAPITAL EQUIPMENT	2,979	231	0	0	0	4,500		
10-4130-750	SPECIAL PROJECTS	0		252	252	0	0		
	SUBTOTAL	2,979	231	252	252	0	4,500	0	0
	ITEM 1	Recording Equipment					3,000		
	ITEM 2	Backup Laptop					1,500		
	ITEM 3								
	TOTAL EXECUTIVE	422,389	426,704	143,860	298,006	307,204	389,794	0	0

ATTORNEY
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4135-110	SALARY AND WAGES	110,584	115,581	61,291	119,475	117,119	119,475		
10-4135-120	PART TIME WAGES	1,074	951	-	-	-	-		
10-4135-130	FICA	8,307	8,821	4,608	8,646	8,871	8,646		
10-4135-131	RETIREMENT	18,405	18,691	9,885	18,818	19,354	18,818		
10-4135-132	MEDICAL INSURANCE	5,909	6,052	4,158	6,476	6,476	6,476		
10-4135-134	LONG TERM DISABILITY	496	538	259	518	522	518		
10-4135-135	WORKERS COMPENSATION	2,077	2,468	1,242	2,484	2,528	2,484		
	SUBTOTAL	146,852	153,103	81,443	156,417	154,870	156,417	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4135-210	BOOKS AND SUBSCRIPTIONS	4,526	4,571	1,914	4,200	5,000	5,000		
10-4135-211	MEMBERSHIPS	588.6	603.6	0	700	700	700		
10-4135-215	FILING FEES & COSTS	0	5	0	-	100	100		
10-4135-230	MILEAGE REIMBURSEMENT	144	100	0	100	400	400		
10-4135-240	OFFICE SUPPLIES	177	219	60	120	400	400		
10-4135-330	EDUCATION & TRAINING	123	1,597	0	1,800	1,800	1,800		
10-4135-480	MISC SUPPLIES	75	149	45	90	200	200		
10-4135-650	SPEC. PROJECT	4,528		0	-	-	5,000		
	SUBTOTAL	10,161	7,246	2,019	7,010	8,600	13,600	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL/SPECIAL PROJECTS								
10-4135-740	CAPITAL EQUIPMENT	0	0	0	0	0	0	0	0
	ITEM 1						0	0	0
	ITEM 2					0	0		0
	TOTAL CITY ATTORNEY	157,012	160,349	83,462	163,427	163,470	170,017	0	0

MANAGEMENT SERVICES
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4140-110	SALARY AND WAGES	284,334	113,193	93,114	179,000	181,905	181,905		
10-4140-111	OVERTIME PAY	570	2,091	1,102	1,500	1,500	1,500		
10-4140-120	PART TIME WAGES	19,776	54,279	22,054	34,017	45,746	45,746		
10-4140-130	FICA	24,987	10,890	8,638	15,150	17,358	17,358		
10-4140-131	RETIREMENT	46,370	29,840	21,319	37,900	41,355	41,355		
10-4140-132	MEDICAL INSURANCE	53,307	19,626	19,845	36,964	36,964	36,964		
10-4140-134	LONG TERM DISABILITY	1,119	595	390	600	815	815		
10-4140-135	WORKERS COMPENSATION	510	307	181	355	408	408		
	SUBTOTAL	430,974	230,820	166,644	305,486	326,051	326,051	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4140-200	UNIFORM PURCHASE	0	0	-	-	-	500		
10-4140-210	BOOKS & SUBSCRIPTION	67	0	0	150	150	150		
10-4140-211	MEMBERSHIPS	235	796	75	900	900	900		
10-4140-220	PUBLIC NOTICES	99	459	0	100	100	100		
10-4140-230	MILEAGE REIMBURSEMENT	271	3,511	56	500	500	500		
10-4140-240	OFFICE SUPPLIES	2,176	2,400	1,252	3,000	3,000	3,000		
10-4140-241	PRINTING	1,021	2,236	665	2,400	2,400	2,600		
10-4140-242	POSTAGE	1,766	360	1,066	2,000	2,000	2,200		
10-4140-255	VEHICLE MAINTENANCE	240	360	511	250	250	250		
10-4140-260	EQUIP MAINT & SUPPLIES	0	0	0	250	250	250		
10-4140-262	COPIER SUPPLIES	690	2,681	1,722	1,800	1,800	1,800		
10-4140-264	COMPUTER MAINTENANCE	58	558	0	600	600	600		
10-4140-280	TELEPHONE - AIR TIME	1,035	460	350	850	850	850		
10-4140-282	AIR TIME - LAPTOPS	800	160	0	-	-	-		
10-4140-290	GASOLINE	89	76	0	300	300	300		
10-4140-310	PROFESSIONAL SERVICES	630	1,130	130	600	600	600		
10-4140-311	RETIREMENT ADMINISTRATION FEES	2,166	1,119	287	2,600	2,600	2,600		
10-4140-312	CPA SERVICES	13,124	44,000	24,000	48,000	48,000	48,000		
10-4140-313	AUDIT SERVICES	18,000	19,250	17,650	18,900	18,900	18,900		
10-4140-314	COMPUTER SERVICES	4,578	4,959	2,289	4,500	4,500	4,500		
10-4140-315	FLEX SPENDING SERVICES	2,430	877	630	1,200	1,200	1,200		
10-4140-327	CASH BOND INTEREST EXPENSE	0	6,897	2,391	5,000	5,000	5,000		
10-4140-755	WEB PAGE	4,538	4,076	1,686	6,000	6,000	6,000		
10-4140-320	BANKING SERVICES	14,837	11,066	4,041	12,000	12,000	12,000		
10-4140-330	EDUCATION AND TRAINING	4,691	3,079	1,435	4,500	4,500	4,500		
10-4140-480	MISC SUPPLIES	1,451	1,223	379	1,000	1,000	1,000		
	SUBTOTAL	74,990	111,734	60,616	117,400	117,400	118,300	0	0
	MANAGEMENT CONTROL ACCOUNTS - INSURANCE								
10-4140-511	INSURANCE - LIABILITY	25,890	32,395	18,356	33,000	33,330	33,400		
10-4140-515	LIABILITY DEDUCTIBLE	6,861	5,396	0	5,000	5,000	5,000		
	SUBTOTAL	32,752	37,791	18,356	38,000	38,330	38,400	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL/PROJECTS								
10-4140-740	CAPITAL EQUIPMENT	3,102	5,890	7,097		27,257	32,500		
10-4140-745	NETWORK EQUIPMENT/LICENSING	18,998	16,946	8,240		18,000	20,000		
10-4140-750	SPECIAL PROJECTS	1,457	0	0					
	SUBTOTAL	23,556	22,836	15,337	0	45,257	52,500	0	-
	Item 1 - Computer Reserve						7,000		
	Item 2 - Server Replacement						9,000		
	Item 3 - Network Switch						3,500		
	Item 4 - Camera System Phase 1 Replacement (analog to digital)						13,000		
	TOTAL FINANCE	562,272	403,181	260,952	460,886	527,038	535,251	0	0

ATTORNEY SERVICES
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS								
10-4145-310	ATTORNEY SERVICES	777	0	0	0	0	0		
10-4145-315	PROSECUTING ATTORNEY SERVICE	22,917	24,709	5,037	21,000	30,000	25,000		
10-4145-320	PUBLIC DEFENDER SERVICES	6,529	5,603	3,165	6,500	8,000	8,000		
		30,223	30,312	8,202	27,500	38,000	33,000	0	0

EMERGENCY MANAGEMENT
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4150-261	EQUIPMENT MAINTENANCE	0	464	59	500	500	500		
10-4150-320	PREP FAIR	0	2,088	8,426	5,000	5,000	8,113		
10-4150-330	EDUCATION & TRAINING	14,850	1,435	1,207	1,500	1,500	1,500		
10-4150-350	CITIZEN CORP	10	130	0	500	500	500		
10-4150-480	MISC SUPPLIES	1,495	1,685	443	2,000	2,000	2,000		
	SUBTOTAL	16,356	5,802	10,135	9,500	9,500	12,613	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4150-740	CAPITAL EQUIPMENT	1,373	849	1,500	1,500	1,500	3,500		
	SUBTOTAL	1,373	849	1,500	1,500	1,500	3,500		
	ITEM 1	800 mhz radio					3,000		
	ITEM 2	VHF radio					500		
	ITEM 3								
	TOTAL EMERGENCY MANAGEMENT	17,728	6,651	11,635	11,000	11,000	16,113	0	0

ELECTIONS
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS								
10-4170-220	PUBLIC NOTICES	110	0	0	0	0	0		
10-4170-480	SPECIAL DEPT. SUPPLIES - MISC.	0	7,378	0	0	0	16,000	0	0
	SUBTOTAL	110	7,378	0	0	0	16,000	0	0
	TOTAL ELECTIONS	110	7,378	0	0	0	16,000	0	0

YOUTH COUNCIL
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS								
10-4180-480	MISCELLANEOUS	2,571	7,473	5,294	7,000	7,000	7,500		
10-4180-486	SPRING CONFERENCE	0	0	0	0	0	0		
10-4180-640	FLOAT	0	0	0	0	0	0		
10-4180-645	EASTER EGG HUNT	0	0	0	0	0	0		
	TOTAL YOUTH COUNCIL	2,571	7,473	5,294	7,000	7,000	7,500	0	0

Police
SUMMARY BY DEPARTMENT
FY 2019/20 BUDGET

	2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
POLICE								
PERSONNEL SERVICES	$2,023,643	$2,063,414	$1,124,779	$2,206,152	$2,250,905	$2,348,062	$0	$0
OPERATING EXPENDITURE:	$272,013	$266,958	$159,159	$261,730	$274,785	$285,805	$0	$0
CAPITAL OUTLAY	$186,060	$166,464	$50,490	$164,780	$164,780	$0	$0	$0
SUB TOTAL	$2,481,717	$2,496,835	$1,334,428	$2,632,662	$2,690,470	$2,633,867	$0	$0
LIQUOR LAW								
PERSONNEL SERVICES	$6,674	$5,490	$0	$5,714	$5,712	$5,712	$0	$0
OPERATING EXPENDITURE:	$1,163	$592	$138	$2,000	$2,000	$2,000	$0	$0
CAPITAL OUTLAY	$15,572	$15,087	$0	$19,840	$12,600	$10,000	$0	$0
SUB TOTAL	$23,409	$21,169	$138	$27,554	$20,312	$17,712	$0	$0
SCHOOL CROSSING								
PERSONNEL SERVICES	$46,452	$53,209	$23,041	$55,378	$58,221	$58,221	$0	$0
OPERATING EXPENDITURE:	$1,946	$1,340	$629	$2,200	$2,500	$2,500	$0	$0
CAPITAL OUTLAY	$0	$0	$0	$0	$0	$3,600	$0	$0
SUB TOTAL	$48,397	$54,548	$23,669	$57,578	$60,721	$64,321	$0	$0
D.A.R.E. PROGRAM								
PERSONNEL SERVICES	$93,637	$90,109	$49,448	$107,343	$96,154	$107,343	$0	$0
OPERATING EXPENDITURE:	$4,458	$5,621	$1,955	$4,300	$5,000	$5,000	$0	$0
CAPITAL OUTLAY	$0	$0	$0	$0	$0	$0	$0	$0
SUB TOTAL	$98,095	$95,730	$51,403	$111,643	$101,154	$112,343	$0	$0
K-9 PROGRAM								
OPERATING EXPENDITURE:	$1,915	$898	$598	$2,470	$2,250	$2,250	$0	$0
CAPITAL OUTLAY	$0	$0	$0	$4,500	$3,000	$0	$0	$0
SUB TOTAL	$1,915	$898	$598	$6,970	$5,250	$2,250	$0	$0
ANIMAL CONTROL								
OPERATING EXPENDITURE:	$29,161	$32,548	$14,331	$34,395	$34,395	$36,984	$0	$0
CAPITAL OUTLAY	$0	$0	$0	$0	$0	$0	$0	$0
SUB TOTAL	$29,161	$32,548	$14,331	$34,395	$34,395	$36,984	$0	$0
TOTAL POLICE	$2,682,694	$2,701,728	$1,424,567	$2,870,802	$2,912,302	$2,867,477	$0	$0

POLICE DEPARTMENT
FY 2019/20 BUDGET

Requesting one additional officer

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4210-110.0	SALARY AND WAGES	1,179,607	1,217,799	655,025	1,272,000	1,297,824	1,342,824		
10-4210-111.0	OVERTIME PAY	18,700	23,368	16,071	26,000	20,000	31,000		
10-4210-112.0	OVERTIME PAY - WARRANT SERVICE	9,533	10,751	4,919	10,000	10,000	10,000		
10-4210-115.0	OVERTIME PAY-BAILIFF	9,228	10,178	4,431	11,000	11,000	11,000		
10-4210-120.0	PART TIME WAGES - RESERVES	0	0	5,838	8,295	0	0		
10-4210-122.0	PART TIME WAGES - OFFICE	35,487	44,035	33,205	50,485	41,938	41,938		
10-4210-130.0	FICA	109,354	90,335	54,280	108,400	104,653	110,000		
10-4210-131.0	RETIREMENT	355,182	373,032	197,058	410,000	438,018	458,000		
10-4210-132.0	MEDICAL INSURANCE	277,799	261,967	138,165	276,300	288,503	302,000		
10-4210-134.0	LONG TERM DISABILITY	5,334	5,808	2,763	6,000	7,163	7,500		
10-4210-135.0	WORKERS COMPENSATION	20,803	24,412	12,981	25,962	30,096	32,000		
10-4210-137.0	LINE OF DUTY	0	1,710	0	1,710	1,710	1,800		
10-4210-142.0	UNIFORM ALLOWANCE	2,617	19	45	0	0	0		
	SUBTOTAL	2,023,643	2,063,414	1,124,779	2,206,152	2,250,905	2,348,062	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4210-200.0	UNIFORM PURCHASE	9,819	12,848	9,165	15,000	12,500	13,000		
10-4210-201.0	UNIFORM CLEANING	3,907	2,728	1,416	3,000	4,250	4,250		
10-4210-210.0	BOOKS & SUBSCRIPTIONS	1,033	520	35	200	550	200		
10-4210-211.0	MEMBERSHIPS	1,392	1,612	524	1,050	1,300	950		
10-4210-220.0	PUBLIC NOTICES	39	350	0	0	400	400		
10-4210-230.0	MILEAGE REIMBURSEMENT	23	0	0	0	0	0		
10-4210-235.0	EVIDENCE SUPPLIES	2,076	1,955	1,156	2,200	2,200	2,200		
10-4210-240.0	OFFICE SUPPLIES	4,221	4,683	3,342	5,500	5,000	5,700		
10-4210-241.0	PRINTING	2,759	2,681	907	3,500	3,300	3,500		
10-4210-242.0	POSTAGE	1,268	873	497	1,300	1,300	1,300		
10-4210-250.0	VEHICLE MAINTENANCE - MISC	11,285	12,409	5,491	13,000	13,000	13,000		
10-4210-251.0	BICYCLE MAINTENANCE	0	0	0	200	200	200		
10-4210-252.0	VEHICLE MAINTENANCE - BODY RPR	6,189	8,845	1,000	1,000	4,000	4,000		
10-4210-253.0	VEHICLE MAINTENANCE - TIRES	5,576	5,078	3,894	5,500	5,750	6,000		
10-4210-254.0	VEHICLE MAINT - PREVENTATIVE	7,286	9,016	3,632	6,000	7,750	9,500		
10-4210-255.0	RADAR MAINTENANCE	537	1,959	800	800	800	1,800		
10-4210-260.0	EQUIPMENT MAINTENANCE	11,834	7,184	7,582	10,000	11,000	14,000		
10-4210-261.0	RADIO MAINTENANCE	2,100	2,242	59	300	2,500	1,000		
10-4210-262.0	COPIER MAINTENANCE	1,280	526	120	400	800	550		
10-4210-263.0	OFFICE EQUIPMENT MAINTENANCE	164	477	0	450	500	500		
10-4210-264.0	EQUIP MAINTENANCE - COMPUTER	3,822	4,714	2,635	4,000	5,000	5,000		
10-4210-265.0	CRIME PREVENTION	882	1,020	391	1,000	1,000	1,000		
10-4210-267.0	WEAPONS MAINTENANCE	544	1,711	338	0	500	500		
10-4210-268.0	UCAN COMMUNICATION FEES	12,788	0	0	0	0	0		
10-4210-270.0	TELEPHONE - AIR TIME	13,026	10,429	4,506	11,000	12,000	11,500		
10-4210-282.0	AIR TIME - LAPTOPS	7,923	8,163	3,863	9,600	9,600	10,480		
10-4210-290.0	GASOLINE	44,650	48,012	23,880	48,000	51,500	54,000		
10-4210-310.0	PROFESSIONAL SERVICES	3,652	3,515	1,857	3,950	2,500	3,000		
10-4210-320.0	FATPOT MAINTENANCE FEES	16,400	16,400	16,400	16,400	16,400	16,400		
10-4210-330.0	EDUCATION & TRAINING	17,303	16,370	9,479	15,000	15,000	15,300		
10-4210-340.0	LEXIPOL P&P	5,850	6,384	7,185	7,185	7,185	7,475		
10-4210-480.0	MISC SUPPLIES	4,087	4,170	3,357	4,500	4,500	4,500		
10-4210-481.0	PHOTOGRAPHY SUPPLIES	1,402	1,611	827	1,800	1,500	1,500		
10-4210-482.0	AMMUNITION	4,587	3,690	1,142	4,400	4,600	5,500		
10-4210-483.0	INVESTIGATION SUPPLIES	1,772	889	783	1,750	1,750	1,750		
10-4210-484.0	MEDICAL SUPPLIES	490	287	363	365	500	500		
10-4210-512.0	INSURANCE - AUTO LIAB.	5,154	7,619	7,862	8,200	8,220	8,220		
10-4210-620.0	MISCELLANEOUS SERVICE	106	419	42	300	300	300		
10-4210-621.0	METRO TASK FORCE	14,629	14,629	14,629	14,630	14,630	14,630		
10-4210-623.0	PHYSICAL FITNESS STANDARDS	1,654	995	0	250	1,000	1,000		
10-4210-625.0	DISPATCH SERVICES	38,502	39,942	20,000	40,000	40,000	41,200		
	SUBTOTAL	272,013	266,958	159,159	261,730	274,785	285,805	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4210-740.0	CAPITAL EQUIPMENT	165,119	166,464	43,933	164,780	164,780	218,395		
10-4210-752.0	GRANT/DONATION PURCHASES	20,941		6,557					
	SUBTOTAL	186,060	166,464	50,490	164,780	164,780			

EQUIPMENT DETAIL		
ITEM 1	4 Replacement Vehicles	160,650
ITEM 2	SWAT gear	5,000
ITEM 3	Crime scene camera kit	4,000
ITEM 4	Copy Machine	6,200
ITEM 5	WatchGuard Redaction software	10,320
ITEM 6	Carport	21,500
ITEM 7	Laptops and Printers	3,500
ITEM 8	New Officer Equipment	7,225

	2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
TOTAL POLICE	2,481,717	2,496,835	1,334,428	2,632,662	2,690,470	2,633,867	0	0

LIQUOR LAW ENFORCEMENT
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4218-110.0	SALARY & WAGES *	6,103	4,544	0	5,200	5,200	5,200		
10-4218-120.0	SALARY & WAGES - DUI COURT	0	458	0	0	0	0		
10-4218-130.0	FICA	445	365	0	400	398	398		
10-4218-135.0	WORKERS COMPENSATION	126	124	0	114	114	114		
	SUBTOTAL	6,674	5,490	0	5,714	5,712	5,712	0	0
	OPERATING EXPENDITURES								
10-4218-310.0	PROF TECH/SERVICES	0	0	0	0				
10-4218-330.0	EDUCATION & TRAINING	251	0	0	1,500	1,500	1,500		
10-4218-480.0	MISC SUPPLIES	824	472	98	500	500	500		
10-4218-621.0	INFORMANT	89	120	40	0				
10-4218-622.0	COMPLIANCE TESTING	0	0	0	0				
10-4218-623.0	MISC. SERVICES	0	0	0	0				
	SUBTOTAL	1,163	592	138	2,000	2,000	2,000	0	0
	CAPITAL OUTLAY								
10-4218-740.0	CAPITAL EQUIPMENT	15,572	15,087	0	19,840	12,600	10,000		
	SUBTOTAL	15,572	15,087	0	19,840	12,600	10,000	0	0
EQUIPMENT DETAIL									
	ITEM 1	One Radar					3,300		
	ITEM 2	Cages and lights					6,700		
	TOTAL LIQUOR LAW	23,409	21,169	138	27,554	20,312	17,712	0	0

* Some Wages reimbursed by State of Utah for DUI check points.

SCHOOL CROSSING PROGRAM
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4219-120.0	PART TIME WAGES	41,378	48,445	20,990	50,478	53,000	53,000		
10-4219-130.0	FICA	3,955	3,708	1,606	4,000	4,055	4,055		
10-4219-135.0	WORKERS COMPENSATION	1,118	1,056	444	900	1,166	1,166		
	SUBTOTAL	46,452	53,209	23,041	55,378	58,221	58,221	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4219-271.0	UTILITIES - POWER	751	0	0	1,000	1,000	1,000		
10-4219-480.0	MISC SUPPLIES	1,195	1,340	629	1,200	1,500	1,500		
	SUBTOTAL	1,946	1,340	629	2,200	2,500	2,500	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4219-740.0	CAPITAL EQUIPMENT	0	0	0	0	0	3,600	0	0
	SUBTOTAL	0	0	0	0	0	3,600	0	0
EQUIPMENT DETAIL									
	ITEM 1	Remote Control Devices					3,600		
	TOTAL SCHOOL CROSSING	48,397	54,548	23,669	57,578	60,721	64,321	0	0

D.A.R.E. PROGRAM
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4225-110.0	SALARY & WAGES*	56,258	59,355	29,912	65,104	54,221	65,104		
10-4225-130.0	FICA	4,121	4,471	2,301	4,790	4,107	4,790		
10-4225-131.0	RETIREMENT	17,728	17,117	8,807	18,280	18,811	18,280		
10-4225-132.0	MEDICAL INSURANCE	14,131	7,637	7,637	17,544	17,544	17,544		
10-4225-134.0	LONG TERM DISABILITY	250	270	141	280	290	280		
10-4225-135.0	WORKERS COMPENSATION	1,150	1,259	650	1,345	1,181	1,345		
	SUBTOTAL	93,637	90,109	49,448	107,343	96,154	107,343	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4225-241.0	PRINTING	707	579	0	360	500	500		
10-4225-330.0	TRAINING & EDUCATION	47	400	400	0	500	500		
10-4225-480.0	MISC SUPPLIES	3,703	4,641	1,555	3,940	4,000	4,000		
	SUBTOTAL	4,458	5,621	1,955	4,300	5,000	5,000	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4225-740.0	CAPITAL EQUIPMENT	0	0	0	0	0	0	0	0
	SUBTOTAL	0	0	0	0	0	0	0	0
CAPITAL EQUIPMENT DETAIL									
EQUIPMENT									
	ITEM 1								
	TOTAL D.A.R.E.	98,095	95,730	51,403	111,643	101,154	112,343	0	0

K-9
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4223-310.0	PROFESSIONAL SERVICES	403	265	413	1,050	750	750		
10-4223-330.0	EDUCATION & TRAINING	868	0	0	420	500	500		
10-4223-480.0	MISC SUPPLIES	644	632	184	1,000	1,000	1,000		
	SUBTOTAL	1,915	898	598	2,470	2,250	2,250	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4223-740.0	CAPITAL EQUIPMENT	0	0	0	4,500	3,000			
	SUBTOTAL	0	0	0	4,500	3,000	0	0	0
CAPITAL EQUIPMENT DETAIL									
EQUIPMENT									
	Item 1								
	TOTAL K-9	1,915	898	598	6,970	5,250	2,250	0	0

ANIMAL CONTROL SERVICES
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS								
10-4253-310.0	DAVIS COUNTY SERVICES	29,161	32,548	14,331	34,395	34,395	36,984		
10-4253-480.0	SPEC DEPT SUPPLIES/TRAPS ETC.	0	0	0		0			
	TOTAL ANIMAL CONTROL	29,161	32,548	14,331	34,395	34,395	36,984	0	0

FIRE
SUMMARY BY DEPARTMENT
FY 2019/20 BUDGET

			2018/19			2019/20		
	2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
SOUTH DAVIS FIRE	$875,246	$852,724	$447,161	$894,324	$894,324	$920,000	$0	$0
Total Fire	$875,246	$852,724	$447,161	$894,324	$894,324	$920,000	$0	$0

FIRE SERVICES
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS								
10-4155-323.0	SOUTH DAVIS FIRE DIST. ASSMT	875,246	852,724	447,161	894,324	894,324	920,000		
	TOTAL FIRE	875,246	852,724	447,161	894,324	894,324	920,000	0	0

PUBLIC WORKS
SUMMARY BY DEPARTMENT
FY 2019/20 BUDGET

	2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 MONTH ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
ADMINISTRATION								
PERSONNEL SERVICES	$283,462	$282,764	$149,598	$285,461	$285,461	$285,461	$0	$0
OPERATING EXPENDITURES	$16,460	$18,580	$9,649	$18,991	$18,037	$20,437	$0	$0
CAPITAL OUTLAY	$1,990	$0	$7,145	$7,145	$9,600	$65,850	$0	$0
SUB TOTAL	$301,912	$301,344	$166,392	$311,597	$313,098	$371,748	$0	$0
STREETS								
PERSONNEL SERVICES	$353,814	$277,660	$153,281	$326,277	$330,353	$330,353	$0	$0
OPERATING EXPENDITURES	$192,562	$210,933	$72,687	$243,332	$241,150	$274,200	$0	$0
STREET LIGHTING	$113,210	$112,198	$47,483	$106,900	$108,000	$108,000	$0	$0
CAPITAL OUTLAY	$44,464	$53,947	$12,409	$320,350	$320,350	$388,800	$0	$0
SUB TOTAL	$704,050	$654,738	$285,861	$996,859	$999,853	$1,101,353	$0	$0
STREETS PROJECTS								
STREET PROJECTS	$0	$0	$0	$0	$0	$0	$0	$0
SIDEWALK/OTHER	$0	$0	$0	$0	$0	$100,000	$0	$0
SUB TOTAL	$0	$0	$0	$0	$0	$100,000	$0	$0
TOTAL STREETS	$704,050	$654,738	$285,861	$996,859	$999,853	$1,201,353	$0	$0
GIS								
PERSONNEL SERVICES	$85,655	$87,536	$47,680	$93,908	$92,726	$93,908	$0	$0
OPERATING EXPENDITURES	$8,349	$10,717	$1,847	$10,135	$12,900	$13,800	$0	$0
CAPITAL OUTLAY	$3,314	$0	$0	$1,200	$1,200	$24,177	$0	$0
SUB TOTAL	$97,319	$98,253	$49,527	$105,243	$106,826	$131,885	$0	$0
ENGINEERING								
OPERATING EXPENDITURES	$86,457	$113,352	$41,961	$85,200	$89,000	$87,000	$0	$0
TOTAL PUBLIC WORKS	$1,189,737	$1,167,688	$543,741	$1,498,899	$1,508,777	$1,791,986	$0	$0

PUBLIC WORKS ADMINISTRATION
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4405-110.0	SALARY AND WAGES	195,661	193,336	101,492	191,640	191,640	191,640		
10-4405-111.0	OVERTIME PAY	0	0	0	500	500	500		
10-4405-120.0	PART TIME WAGES	0	0	0		0	0		
10-4405-130.0	FICA	14,602	15,226	7,496	14,554	14,554	14,554		
10-4405-131.0	RETIREMENT	34,641	34,729	18,121	36,626	36,626	36,626		
10-4405-132.0	MEDICAL INSURANCE	33,916	34,605	20,078	36,964	36,964	36,964		
10-4405-134.0	LONG TERM DISABILITY	854	897	427	932	932	932		
10-4405-135.0	WORKERS COMPENSATION	3,730	3,909	1,954	4,185	4,185	4,185		
10-4405-142.0	UNIFORM ALLOWANCE	58	62	30	60	60	60		
	SUBTOTAL	283,462	282,764	149,598	285,461	285,461	285,461	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4405-200.0	UNIFORM PURCHASE	832	1,117	416	1,275	1,275	1,275		
10-4405-210.0	BOOKS & SUBSCRIPTIONS	0		0	0	100	100		
10-4405-211.0	MEMBERSHIPS	264	221	150	300	300	300		
10-4405-220.0	PUBLIC NOTICES	0		0	300	100	100		
10-4405-230.0	MILEAGE REIMBURSEMENT	0		0	50	100	100		
10-4405-240.0	OFFICE SUPPLIES	1,386	958	204	1,100	1,600	1,600		
10-4405-241.0	PRINTING	0	117	0	0	200	200		
10-4405-242.0	POSTAGE	528	312	122	200	800	700		
10-4405-262.0	MAINTENANCE AND SUPPLIES	0		0	100	300	300		
10-4405-268.0	UCAN COMMUNICATION FEES	1,558		0	0	0	0		
10-4405-280.0	TELEPHONE - AIR TIME	1,371	1,178	874	1,570	1,300	1,300		
10-4405-310.0	PROFESSIONAL SERVICES	73	150	205	300	300	300		
10-4405-330.0	EDUCATION AND TRAINING	2,271	1,138	339	2,500	2,500	4,000		
10-4405-480.0	MISC SUPPLIES	199	1,723	233	500	500	500		
10-4405-482.0	TOOLS	7,842	10,733	4,010	7,700	7,700	8,700		
10-4405-512.0	INSURANCE - AUTO LIABILITY	137	934	3,096	3,096	962	962		
	SUBTOTAL	16,460	18,580	9,649	18,991	18,037	20,437	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4405-740.0	CAPITAL EQUIPMENT	1,990	0	7,145	7,145	9,600	65,850		
	SUBTOTAL	1,990	0	7,145	7,145	9,600	65,850	0	0
CAPITAL EQUIPMENT DETAIL									
	ITEM 1 ALLDATA INTERNET LIGHT DUTY PROGRAM						1,600		
	ITEM 2 SERVICE MAX FOR DUMP TRUCKS						850		
	ITEM 3 TOOLS FOR REPAIRS						4,900		
	ITEM 4 SHOP SUPPLIES						2,500		
	ITEM 5 MAGNETIC DRILL PRESS						1,500		
	ITEM 6 UPGRADE SHOP LIFT FOR 1 TON & DUMP TRUCKS						42,500		
	ITEM 7 IRON WORKER FOR STEEL WORK						12,000		
	TOTAL PW ADMINISTRATION	301,912	301,344	166,392	311,597	313,098	371,748	0	0

STREETS
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4410-110.0	SALARY AND WAGES	226,899	171,582	95,798	195,449	195,449	195,449		
10-4410-111.0	OVERTIME	2,883	3,454	721	4,000	7,000	7,000		
10-4410-120.0	PART TIME	2,904	0	0	0	0	0		
10-4410-130.0	FICA	17,043	9,708	6,870	15,258	15,339	15,339		
10-4410-131.0	RETIREMENT	38,048	33,092	17,295	36,000	36,995	36,995		
10-4410-132.0	MEDICAL INSURANCE	58,024	53,844	29,727	70,176	70,176	70,176		
10-4410-134.0	LONG TERM DISABILITY	948	811	405	983	983	983		
10-4410-135.0	WORKERS COMPENSATION	6,841	4,982	2,431	4,411	4,411	4,411		
10-4410-142.0	UNIFORM ALLOWANCE	225	187	35	0	0	0		
	SUBTOTAL	353,814	277,660	153,281	326,277	330,353	330,353	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4410-200.0	UNIFORM PURCHASE	2,164	1,419	1,860	1,935	1,700	1,900		
10-4410-210.0	BOOKS & SUBSCRIPTIONS	0	0	0	0	0	0		
10-4410-211.0	MEMBERSHIPS	0	0	0	0	0	0		
10-4410-256.0	VEHICLE MAINTENANCE	38,888	56,237	36,192	50,000	50,000	75,000		
10-4410-261.0	RADIO MAINTENANCE	240	0	0	100	250	250		
10-4410-265.0	FIRE EXTINGUISHER	261	213	0	100	200	200		
10-4410-280.0	TELEPHONE - AIR TIME	1,594	620	170	700	1,500	1,500		
10-4410-290.0	GASOLINE & DIESEL FUEL	16,623	15,680	11,084	21,000	17,000	20,000		
10-4410-291.0	PROPANE	0	0	0	0	0	0		
10-4410-330.0	EDUCATION & TRAINING	4,545	1,705	1,531	3,035	4,000	6,500		
10-4410-479.0	HAULING CONSTRUCTION MATERIAL	3,807	246	0	5,000	5,000	5,000		
10-4410-480.0	MISC SUPPLIES	10,546	8,557	2,982	8,000	8,000	8,000		
10-4410-481.0	SNOW REMOVAL	39,534	22,357	4,681	35,000	35,000	35,000		
10-4410-482.0	ASPHALT	14,628	21,184	3,607	20,000	20,000	20,000		
10-4410-483.0	WEED CONTROL	68	0	0	100	100	100		
10-4410-484.0	MEDICAL SUPPLIES	180	48	6	150	150	150		
10-4410-485.0	TOOLS	145	0	312	1,000	1,000	1,850		
10-4410-486.0	PAINT STRIPING MATERIALS	6,537	10,284	1,408	15,000	15,000	15,000		
10-4410-488.0	SIGNS	8,778	11,367	5,346	10,000	10,000	11,500		
10-4410-489.0	ROAD BASE	1,618	533	0	2,500	2,500	2,500		
10-4410-491.0	CURB, GUTTER, SDWK REPAIR	4,462	10,868	796	15,000	15,000	15,000		
10-4410-493.0	ADA SIDEWALK REPLACEMENT	0	0	0	0	0	0		
10-4410-494.0	STREET SWEEPING CONTRACT	17,318	21,971	0	22,000	22,000	22,000		
10-4410-495.0	SIDEWALK GRINDING	17,995	25,000	0	25,000	25,000	25,000		
10-4410-512.0	INSURANCE	2,632	2,647	2,712	2,712	2,750	2,750		
10-4410-520.0	MISCELLANEOUS SERVICES	0	0	0	5,000	5,000	5,000		
	SUBTOTAL	192,562	210,933	72,687	243,332	241,150	274,200	0	0
	MANAGEMENT CONTROL ACCOUNTS - STREET LIGHTING								
10-4410-610.0	STREET LIGHT POWER	88,917	88,704	37,443	88,900	90,000	90,000		
10-4410-620.0	STREET LIGHT REPAIRS	24,293	23,494	10,041	18,000	18,000	18,000		
10-4410-630.0	NEW STREET LIGHTS	0	0	0	0	0			
	SUBTOTAL	113,210	112,198	47,483	106,900	108,000	108,000	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4410-740.0	CAPITAL EQUIPMENT	44,064	53,947	12,409	320,350	320,350	388,800		
10-4410-750.0	CAPITAL PROJECT	400	0	0		0			
	SUBTOTAL	44,464	53,947	12,409	320,350	320,350	388,800	0	0

CAPITAL EQUIPMENT DETAIL

ITEM 1	STAINLESS STEEL DUMP BED FOR TRUCK 221	25,800
ITEM 2	BARRICADES, CONES, SPECIAL SIGNS	4,500
ITEM 3	CARBIDE PLOW BLADES - REPLACEMENT	6,500
ITEM 4	BOBTAIL DUMP TRUCK W/ PLOW EQUIPMENT (2004)	170,000
ITEM 5	BOBTAIL DUMP TRUCK W/ PLOW EQUIPMENT (2006)	170,000
ITEM 6	SALT RACK CONTINUATION	12,000

	2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
SUBTOTAL - STREETS	704,050	654,738	285,861	996,859	999,853	1,101,353	0	0

STREET PROJECTS

PROJECT EXPENSES								
SIDEWALK/OTHER PROJECTS						100,000		
SUBTOTAL	0	0	0	0	0	100,000	0	0
TOTAL STREETS	704,050	654,738	285,861	996,859	999,853	1,201,353	0	0

GIS DIVISION
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4470-110.0	SALARY AND WAGES	54,463	56,394	30,120	59,795	58,506	59,795		
10-4470-111.0	OVERTIME PAY	0	0	0	0	0	0		
10-4470-120.0	PART-TIME WAGES	0	0	0	0	0	0		
10-4470-130.0	FICA	3,817	3,553	2,150	4,575	4,431	4,575		
10-4470-131.0	RETIREMENT	10,010	9,822	5,540	10,574	10,687	10,574		
10-4470-132.0	MEDICAL INSURANCE	16,000	16,291	9,133	17,544	17,544	17,544		
10-4470-134.0	LONG TERM DISABILITY	244	264	127	245	284	245		
10-4470-135.0	WORKERS COMPENSATION	1,121	1,212	611	1,175	1,274	1,175		
	SUBTOTAL	85,655	87,536	47,680	93,908	92,726	93,908	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4470-200.0	UNIFORM PURCHASE	368	385	395	395	400	400		
10-4470-211.0	MEMBERSHIPS	0	0	0	150	150	150		
10-4470-240.0	OFFICE SUPPLIES	1,911	1,950	301	750	2,000	2,000		
10-4470-255.0	VEHICLE MAINTENANCE	271	120	62	350	750	350		
10-4470-262.0	MAINTENANCE & SUPPLIES	0	687	0	500	500	500		
10-4470-282.0	AIR TIME - GPS	1,298	1,244	845	1,387	1,100	1,100		
10-4470-310.0	PROFESSIONAL SERVICES	74	0	0	300	500	300		
10-4470-320.0	SOFTWARE SUPPORT	4,008	4,108	95	4,103	5,000	5,000		
10-4470-330.0	EDUCATION AND TRAINING	4	1,399	0	1,500	1,500	3,000		
10-4470-480.0	MISC SUPPLIES	414	824	149	700	1,000	1,000		
	SUBTOTAL	8,349	10,717	1,847	10,135	12,900	13,800	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4470-740.0	CAPITAL EQUIPMENT	3,314	0		1,200	1,200	24,177	0	0
	SUBTOTAL	3,314	0	0	1,200	1,200	24,177	0	0
CAPITAL EQUIPMENT DETAIL									
	ITEM 1	ARCGIS ENTERPRISE LICENSE					8,500		
	ITEM 2	GPS RECEIVER AND CONTROLLER					15,677		
	ITEM 3								
	ITEM 4								
	ITEM 5								
	TOTAL GIS DIVISION	97,319	98,253	49,527	105,243	106,826	131,885	0	0

ENGINEERING SERVICES
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 M ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS								
10-4490-316.0	ENG SERVICES - COMMUNITY DEV.	39,126	48,907	18,175	37,000	40,000	40,000		
10-4490-317.0	ENG SERVICES - INSPECTION	29,402	56,593	21,686	42,000	40,000	40,000		
10-4490-318.0	ENG SERVICES - BLDG INSPECTION	0	0	0	0	0	0		
10-4490-319.0	ENG SERVICES - STREETS	368	2,205	0	0	2,000	1,000		
10-4490-320.0	ENG SERVICES - STORM DRAINAGE	5,880	1,080	0	0	0	0		
10-4490-321.0	ENG SERVICES - PARKS & CEMETERY	0	0	0	0	1,000	1,000		
10-4490-322.0	ENG SERVICES - MISCELLANEOUS	0	4,568	2,100	4,200	4,000	4,000		
10-4490-325.0	CEMETERY EXPANSION	11,682	0	0	2,000	2,000	1,000		
	TOTAL ENGINEERING	86,457	113,352	41,961	85,200	89,000	87,000	0	0

PARKS & RECREATION
SUMMARY BY DEPARTMENT
FY 2019/20 BUDGET

			2018/19			2019/20		
	2016/17 ACTUAL	2017/18 ACTUAL	6 MONTH ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
PARKS								
PERSONNEL SERVICES	$553,707	$600,796	$311,529	$600,873	$599,059	$608,373	$0	$0
PARKS OPERATING	$164,356	$160,471	$93,022	$185,823	$194,398	$200,785	$0	$0
CAPITAL OUTLAY	$100,074	$6,884	$31,277	$74,500	$75,500	$91,400	$0	$0
TOTAL	$818,136	$768,152	$435,829	$861,196	$868,957	$900,558	$0	$0
RECREATION COMMITTEES								
PARKS/TRAILS	$4,344	$4,158	$2,216	$4,650	$5,500	$5,500	$0	$0
TOTAL	$4,344	$4,158	$2,216	$4,650	$5,500	$5,500	$0	$0
COMMUNITY EVENTS								
COMMUNITY EVENTS	$24,134	$23,377	$482	$23,650	$23,650	$23,650	$0	$0
TOTAL	$24,134	$23,377	$482	$23,650	$23,650	$23,650	$0	$0
TOTAL PARKS /RECREATION	$846,615	$795,687	$438,527	$889,496	$898,107	$929,708	$0	$0

PARKS DEPARTMENT
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 M ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4510-110.0	SALARY AND WAGES	254,579	267,578	137,263	268,166	266,992	268,166		
10-4510-111.0	OVERTIME	453	777	2,480	1,500	1,500	1,500		
10-4510-120.0	TEMPORARY AND PART TIME WAGE	148,120	176,910	89,330	172,500	172,500	180,000		
10-4510-130.0	FICA	38,783	35,530	16,927	35,203	33,534	35,203		
10-4510-131.0	RETIREMENT	48,054	49,140	25,780	48,020	49,049	48,020		
10-4510-132.0	MEDICAL INSURANCE	54,797	59,923	34,343	64,378	64,378	64,378		
10-4510-134.0	LONG TERM DISABILITY	1,313	1,440	684	1,462	1,462	1,462		
10-4510-135.0	WORKERS COMPENSATION	7,607	9,499	4,722	9,644	9,644	9,644		
	SUBTOTAL - PERSONNEL	553,707	600,796	311,529	600,873	599,059	608,373	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4510-200.0	UNIFORM PURCHASES	2,897	3,049	326	2,900	2,900	3,000		
10-4510-220.0	PUBLIC NOTICES	0	90	0	50	100	100		
10-4510-240.0	OFFICE SUPPLIES	312	336	106	250	500	500		
10-4510-242.0	POSTAGE	30	11	0	25	50	50		
10-4510-250.0	VEHICLE MAINT & SUPPLIES	9,913	8,966	3,651	7,000	11,000	11,000		
10-4510-260.0	MISC EQUIPMENT MAINTENANCE	4,658	4,255	2,703	5,000	5,000	5,500		
10-4510-268.0	MOWER MAINTENANCE	8,894	13,444	5,010	14,000	14,000	15,000		
10-4510-270.0	UTILITIES - WATER WEBER BASIN	16,653	17,649	22,314	17,794	20,000	20,000		
10-4510-271.0	UTILITIES - DEUEL CREEK WATER	10,148	0	0	11,163	11,163	12,000		
10-4510-274.0	UTILITIES - POWER	8,206	8,695	7,865	13,000	13,000	13,000		
10-4510-277.0	UTILITIES - SEWER	510	510	510	510	550	1,100		
10-4510-280.0	TELEPHONE AIR TIME	3,390	2,906	1,656	3,320	3,300	3,400		
10-4510-290.0	GASOLINE	13,414	13,680	10,697	15,000	14,000	14,000		
10-4510-310.0	PROFESSIONAL SERVICES	4,319	9,213	4,170	8,200	9,000	9,000		
10-4510-330.0	EDUCATION & TRAINING	4,023	3,843	1,323	4,000	4,000	4,000		
10-4510-480.0	MISC SUPPLIES	28,413	27,052	10,652	28,000	28,000	28,000		
10-4510-481.0	FERTILIZERS - WEED CONTROL	23,000	20,190	6,661	21,000	22,700	23,000		
10-4510-482.0	PLANTINGS	7,424	6,651	904	7,000	7,000	7,000		
10-4510-483.0	SPRINKLER REPAIR	9,486	11,402	7,799	15,000	15,000	15,000		
10-4510-484.0	HOLIDAY LIGHTING	5,912	5,075	4,490	4,490	5,000	7,000		
10-4510-485.0	FIELD PREPARATION	2,000	1,322	194	2,000	2,000	2,000		
10-4510-486.0	CURB & GUTTER REPAIR	0	1,077	871	5,000	5,000	6,000		
10-4510-512.0	INSURANCE	755	1,057	1,121	1,121	1,135	1,135		
	SUBTOTAL	164,356	160,471	93,022	185,823	194,398	200,785	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4510-740.0	CAPITAL EQUIPMENT	96,331	6,955	25,099	57,500	58,500	83,400		
10-4510-750.0	CAPITAL PROJECTS	0	-75	5,991	14,000	14,000	5,000		
10-4510-752.0	CITIZEN PARTICIPATION PROJECTS	3,742	4	186	3,000	3,000	3,000		
	SUBTOTAL	100,074	6,884	31,277	74,500	75,500	91,400	0	0
CAPITAL DETAIL									
EQUIPMENT									
	ITEM 1 Air Compressor - Diesel powered trailer mounted						27,000		
	ITEM 2 Utility Trailer x2						10,000		
	ITEM 3 Bucket - grapple/muti-use						8,000		
	ITEM 4 Small Equipment						5,000		
	ITEM 4 3/4 Extended Cab 4x4						32,000		
	ITEM 5 Alturnamats (drive mats)						1,400		
					57500	58,500	83,400		
PROJECTS									
	ITEM 1 Freedom Hills Irrigation Filter Enclosure						500		
	ITEM 2 Freedom Hills Trail Repair						2,500		
	ITEM 3 Play Surface Repair/Condition						2,000		
					14,000	14,000	5,000		
	TOTAL PARKS	818,136	768,152	435,829	861,196	868,957	900,558	0	0

RECREATION COMMITTEES
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	PARKS & RECREATION COMMITTEE								
10-4511-310.0	PROFESSIONAL/RECORDING SERVICES	432	337	112	250	400	400		
10-4511-480.0	MISC SUPPLES	75	0	0	50	200	200		
	SUBTOTAL	507	337	112	300	600	600	0	0
10-4511-750.0	MOVIES IN THE PARK	3,131	3,408	1,995	4,000	4,000	4,000		
	SUBTOTAL	3,131	3,408	1,995	4,000	4,000	4,000	0	0
	TRAILS COMMITTEE								
10-4512-310.0	RECORDER SERVICES	264	402	110	250	400	400		
10-4512-330.0	EDUCATION & TRAINING	0	0	0	0	200	200		
10-4512-480.0	MISC SUPPLIES	442	11	0	100	300	300		
	SUBTOTAL	706	413	110	350	900	900	0	0
	CAPITAL								
10-4512-740.0	CAPITAL EQUIPMENT	0		0	0	0	0		
	SUBTOTAL	0	0	0	0	0	0	0	0
	TOTAL RECREATION COMMITTEES	4,344	4,158	2,216	4,650	5,500	5,500	0	0

COMMUNITY EVENTS
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 M ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - COMMUNITY EVENTS								
10-4560-482.0	CHRISTMAS LIGHTING	792	377	175	650	650	650		
10-4560-621.0	JULY 4TH CONTRIBUTION	23,342	23,000	307	23,000	23,000	23,000		
	TOTAL	24,134	23,377	482	23,650	23,650	23,650	0	0

PUBLIC BUILDINGS
SUMMARY BY DEPARTMENT
FY 2019/20 BUDGET

			2018/19			2019/20		
	2016/17 ACTUAL	2017/18 ACTUAL	6 M ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
CITY HALL								
PERSONNEL SERVICES	$43,292	$46,977	$23,809	$45,418	$48,253	$45,418	$0	$0
OPERATING EXPENDITURES	$86,075	$85,069	$43,295	$79,597	$86,222	$85,932	$0	$0
CAPITAL OUTLAY	$39,557	$4,181	$1,865	$15,865	$17,000	$23,000	$0	$0
SUB TOTAL	$168,925	$136,226	$68,969	$140,880	$151,475	$154,350	$0	$0
PUBLIC WORKS FACILITY								
OPERATING EXPENDITURES	$37,302	$43,360	$24,775	$45,480	$43,108	$49,513	$0	$0
CAPITAL OUTLAY	$0	$18,418	$2,580	$2,580	$4,700	$28,000	$0	$0
SUB TOTAL	$37,302	$61,778	$27,355	$48,060	$47,808	$77,513	$0	$0
PUBLIC WORKS STORAGE								
OPERATING EXPENDITURES	$6,495	$4,792	$1,977	$5,736	$7,160	$6,390	$0	$0
CAPITAL OUTLAY	$0	$0	$0	$0	$0	$0	$0	$0
SUB TOTAL	$6,495	$4,792	$1,977	$5,736	$7,160	$6,390	$0	$0
PARKS & REC FACILITY								
OPERATING EXPENDITURES	10,902	15,990	4,477	14,626	16,031	15,390	0	0
CAPITAL OUTLAY	0	5,659	0	1,547	1,000	17,616	0	0
SUB TOTAL	10,902	21,649	4,477	16,173	17,031	$33,006	$0	$0
TOTAL PUBLIC BUILDINGS	$223,624	$224,446	$102,779	$210,849	$223,474	$271,259	$0	$0

PARKS & RECREATION FACILITY
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4595-271.0	UTILITIES - POWER	3,224	2,905	1,490	3,000	3,300	3,300		
10-4595-276.0	UTILITIES - GAS	4,353	4,600	738	4,400	4,400	4,600		
10-4595-277.0	UTILITIES - SEWER	217	60	60	120	520	120		
10-4595-280.0	TELEPHONE SERVICE & EQUIPMENT	0	0	0	50	300	300		
10-4595-310.0	PROFESSIONAL SERVICES	30	3,000	117	3,250	3,250	3,250		
10-4595-480.0	MISC SUPPLIES	398	238	236	236	250	250		
10-4595-481.0	JANITORIAL SUPPLIES	239	141	129	400	400	400		
10-4595-482.0	MAINTENANCE & REPAIR	1,347	3,946	1,037	2,500	2,500	2,500		
10-4595-514.0	INSURANCE	1,093	1,099	670	670	1,111	670		
	SUBTOTAL	10,902	15,990	4,477	14,626	16,031	15,390	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4595-740.0	CAPITAL EQUIPMENT	0	5,659	0	1,547	1,000	16,516		
10-4595-750.0	CAPITAL PROJECT/STORAGE TANK		0	0	0	0	1,100		
	SUBTOTAL	0	5,659	0	1,547	1,000	17,616	0	0
EQUIPMENT DETAIL									
	ITEM 1 Replace Overhead Door Opener x2						3,000		
	ITEM 2 Shop Equipment Lift						11,916		
	ITEM 2 Computer and equipment						1,600		
CAPITAL PROJECTS DETAIL									
	PROJECT 1 Office carpet/paint						1,100		
	TOTAL PARKS & REC BLDG	10,902	21,649	4,477	16,173	17,031	33,006	0	0

PUBLIC WORKS FACILITY
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 M ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4596-271.0	UTILITIES - POWER	9,960	10,929	4,079	9,000	11,000	11,000		
10-4596-276.0	UTILITIES - GAS	5,398	7,031	1,279	8,000	8,000	8,000		
10-4596-277.0	UTILITIES - SEWER	277	286	291	531	500	500		
10-4596-280.0	TELEPHONE SERVICE & EQUIPMENT	10,393	8,793	4,605	9,000	11,000	11,000		
10-4596-310.0	PROFESSIONAL SERVICES	0	668	0	685	685	685		
10-4596-480.0	MISC SUPPLIES	0	220	0	50	200	200		
10-4596-481.0	JANITORIAL SUPPLIES	694	1,117	1,423	1,423	1,000	1,000		
10-4596-482.0	MAINTENANCE & REPAIR	10,582	14,317	12,971	16,663	10,000	17,000		
10-4596-514.0	INSURANCE	0	0	128	128	723	128		
	SUBTOTAL	37,302	43,360	24,775	45,480	43,108	49,513	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4596-740.0	CAPITAL EQUIPMENT	0	17,518	2,580	2,580	4,700	23,000		
10-4596-750.0	CAPITAL PROJECTS	0	900	0	0	0	5,000		
	SUBTOTAL	0	18,418	2,580	2,580	4,700	28,000	0	0
EQUIPMENT DETAIL									
	ITEM 1 Carpet/Tile/Paint						5,000		
	ITEM 2 Shop Crain Repair						8,000		
	ITEM 3 Fuel Management Equipment						10,000		
	ITEM 4								
	ITEM 5								
PROJECTS									
	ITEM 1 Upstairs HVAC Fix						5,000		
	ITEM 2								
	TOTAL MAINT BLDG EXPENDITURES	37,302	61,778	27,355	48,060	47,808	77,513	0	0

CITY HALL 250 NORTH MAIN
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL								
10-4597-120.0	PART TIME WAGES	35,220	38,354	19,411	37,100	39,664	37,100		
10-4597-130.0	FICA	2,776	2,926	1,481	2,838	3,005	2,838		
10-4597-131.0	RETIREMENT	4,529	4,889	2,509	4,700	4,720	4,700		
10-4597-135.0	WORKERS COMPENSATION	768	808	408	780	864	780		
	SUBTOTAL	43,292	46,977	23,809	45,418	48,253	45,418	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4597-230.0	MILEAGE REIMBURSEMENT	24	0	0	10	50	50		
10-4597-271.0	UTILITIES - POWER	31,989	26,776	12,644	25,000	27,000	27,000		
10-4597-276.0	UTILITIES - GAS	8,487	7,608	2,053	8,000	9,000	9,000		
10-4597-277.0	UTILITIES - SEWER	240	240	240	480	770	480		
10-4597-280.0	TELEPHONE SERVICE & EQUIPMENT	12,700	10,328	4,605	9,500	12,700	12,700		
10-4597-310.0	PROFESSIONAL SERVICES	6,376	9,473	5,635	7,800	7,800	7,800		
10-4597-320.0	ELEVATOR CONTRACT	2,014	4,011	85	800	800	800		
10-4597-321.0	MECHANICAL SERVICE	8,880	8,595	2,962	10,000	10,000	10,000		
10-4597-480.0	MISC SUPPLIES	809	330	453	800	800	800		
10-4597-481.0	JANITORIAL SUPPLIES	4,165	3,516	1,507	4,000	4,000	4,000		
10-4597-482.0	MAINTENANCE & REPAIR	5,171	8,943	7,903	8,000	8,000	8,000		
10-4597-514.0	INSURANCE	5,220	5,249	5,207	5,207	5,302	5,302		
	SUBTOTAL	86,075	85,069	43,295	79,597	86,222	85,932	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL CITY HALL								
10-4597-740.0	CAPITAL EQUIPMENT	4,261	0	0		0			
10-4597-750.0	CAPITAL PROJECTS	35,296	4,181	1,865	15,865	17,000	23,000		
	SUBTOTAL	39,557	4,181	1,865	15,865	17,000	23,000	0	0
EQUIPMENT DETAIL									
	ITEM 1								
	ITEM 2								
	ITEM 3								
CAPITAL PROJECTS DETAIL									
	ITEM 1	HVAC Update					7,000		
	ITEM 2	Paint/Carpeting					5,000		
	ITEM 3	Council Rm SW Door					1,000		
	ITEM 4	Front Office Security Upgrades					10,000		
	ITEM 5								
	ITEM 6								
	TOTAL CITY HALL	168,925	136,226	68,969	140,880	151,475	154,350	0	0

PUBLIC WORKS STORAGE
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4598-271.0	UTILITIES - POWER	915	0	0	0	650	0		
10-4598-276.0	UTILITIES - GAS	3,901	3,104	440	4,000	4,000	4,000		
10-4598-277.0	UTILITIES - SEWER	0	0	0	0	120	0		
10-4598-310.0	PROFESSIONAL SERVICES	0	0	0	0	0	0		
10-4598-480.0	MISC SUPPLIES	0	0	0	100	150	150		
10-4598-482.0	MAINTENANCE & REPAIR	0	0	0	100	500	500		
10-4598-514.0	INSURANCE	1,679	1,688	1,537	1,536	1,740	1,740		
	SUBTOTAL	6,495	4,792	1,977	5,736	7,160	6,390	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4598-740.0	CAPITAL EQUIPMENT		0	0	0	0	0	0	0
	SUBTOTAL	0	0	0	0	0	0	0	0
EQUIPMENT DETAIL									
	ITEM 1								
	ITEM 2								
PROJECTS DETAIL									
	ITEM 1								
	ITEM 2								
	TOTAL MAINT BLDG EXPENDITURES	6,495	4,792	1,977	5,736	7,160	6,390	0	0

COMMUNITY DEVELOPMENT
SUMMARY BY DEPARTMENT
FY 2019/20 BUDGET

	2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
PLANNING & ZONING ADMINISTRATION								
PERSONNEL SERVICES	$260,618	$265,012	$141,651	$279,113	$279,268	$279,268	$0	$0
OPERATING EXPENDITURES	$8,142	$7,752	$3,119	$8,010	$11,500	$12,000	$0	$0
CAPITAL	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL	$268,760	$272,765	$144,770	$287,123	$290,768	$291,268	$0	$0
BOARDS & COMMISSIONS								
PLANNING COMMISSION	$9,649	$7,373	$4,011	$8,040	$11,400	$11,400	$0	$0
BOARD OF ADJUSTMENT	$245	$0	$0	$0	$450	$450	$0	$0
LANDMARK COMMISSION	$248	$3,073	$112	$200	$8,000	$5,500	$0	$0
TOTAL	$10,142	$10,446	$4,123	$8,240	$19,850	$17,350	$0	$0
BUILDING INSPECTION								
OPERATING EXPENDITURES	$66,756	$71,912	$28,893	$55,335	$66,400	$60,550	$0	$0
CAPITAL	$0	$0	$0	$0	$250	$0	$0	$0
TOTAL	$66,756	$71,912	$28,893	$55,335	$66,650	$60,550	$0	$0
TOTAL COMMUNITY SERVICES	$335,516	$344,676	$173,663	$342,458	$377,268	$369,168	$0	$0

COMMUNITY DEVELOPMENT
FY 2019/20 BUDGET

				2018/19				2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 M ACTUAL	12 MONTH ESTIMATE	BUDGET		DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - PERSONNEL									
10-4610-110.0	SALARY & WAGES	159,013	181,251	95,149	189,442	189,442		189,442		
10-4610-111.0	OVERTIME PAY	18,033	176	214	500	500		500		
10-4610-130.0	FICA	13,618	12,374	7,183	14,387	14,387		14,387		
10-4610-131.0	RETIREMENT	32,782	32,784	17,191	33,898	33,898		33,898		
10-4610-132.0	MEDICAL INSURANCE	34,165	34,572	20,017	37,092	37,092		37,092		
10-4610-134.0	LONG TERM DISABILITIES	783	851	403	806	846		846		
10-4610-135.0	WORKERS COMPENSATION	2,224	3,004	1,494	2,988	3,103		3,103		
	SUBTOTAL - PERSONNEL	260,618	265,012	141,651	279,113	279,268		279,268	0	0
	MANAGEMENT CONTROL ACCOUNTS - OPERATING									
10-4610-210.0	BOOKS & SUBSCRIPTIONS	60	0	60	60	200		200		
10-4610-211.0	MEMBERSHIPS	71	650	95	650	1,000		1,000		
10-4610-220.0	PUBLIC NOTICES	1,297	950	114	250	1,000		1,000		
10-4610-240.0	OFFICE SUPPLIES	1,578	1,126	198	600	1,500		1,500		
10-4610-241.0	PRINTING	450	178	178	450	500		500		
10-4610-242.0	POSTAGE	1,523	807	888	1,500	1,500		1,500		
10-4610-260.0	VEHICLE MAINTENCE	138.96	92.35	49	100	500		500		
10-4610-262.0	EQUIPMENT MAINT & SUPPLIES	1,440	1,657	265	1,200	1,500		2,000		
10-4610-280.0	TELEPHONE - AIR TIME	880	817	272	600	800		800		
10-4610-290.0	GASOLINE	0	71	0	100	500		500		
10-4610-315.0	PROFESSIONAL SERVICES - PLANNING	180	0	0	0	0		0		
10-4610-330.0	EDUCATION & TRAINING	419	1,404	1,000	2,500	2,500		2,500		
10-4610-480.0	SPECIAL DEPT. SUPPLIES - MISC.	104	0	0	0	0		0		
	SUBTOTAL	8,142	7,752	3,119	8,010	11,500		12,000	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL									
10-4610-740.0	CAPITAL EQUIPMENT	0	0	0	0	0		0		
10-4610-752.0	MAIN STREET STUDY	0	0	0	0	0		0		
	SUBTOTAL	0	0	0	0	0		0	0	0
EQUIPMENT DETAIL										
	ITEM 1 Computer Replacement				0	0		1,500	0	0
	ITEM 2									
PROJECTS										
	PROJECT 1									
	PROJECT 2									
	TOTAL	268,760	272,765	144,770	287,123	290,768		291,268	0	0
TOTAL PLANNING & ZONING ADMINISTRATION		268,760	272,765	144,770	287,123	290,768	0	291,268	0	0

BOARDS & COMMISSIONS
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
PLANNING COMMISSION									
10-4611-210.0	MEMBERSHIPS	0	0	0	0	0	0		
10-4611-305.0	MEMBER ATTENDANCE	5,190	5,210	2,215	4,400	6,000	6,000		
10-4611-310.0	RECORDER SERVICES	4,309	2,163	1,728	3,500	5,000	5,000		
10-4611-330.0	EDUCATION & TRAINING	150	0	68	140	400	400		
	TOTAL PLANNING COMMISSION	9,649	7,373	4,011	8,040	11,400	11,400	0	0
BOARD OF ADJUSTMENT									
10-4612-305.0	MEMBER ATTENDANCE	150	0	0	0	300	300		
10-4612-310.0	RECORDER SERVICES	95	0	0	0	150	150		
	TOTAL BOARD OF ADJUSTMENT	245	0	0	0	450	450	0	0
LANDMARKS COMMISSION									
10-4613-310.0	RECORDER SERVICES	248	424	77	200	500	500		
10-4613-330.0	EDUCATION & TRAINING	0		0		0	0		
10-4613-485.0	SPECIAL PROJECTS	0	349	35	0	2,500	2,500		
10-4613-740.0	CAPITAL EQUIPMENT	0		0		0	0		
10-4613-750.0	STATE GRANT PROJECT	0	2,300	0		5,000	2,500		
	TOTAL LANDMARK COMMISSION	248	3,073	112	200	8,000	5,500	0	0
TOTAL BOARDS & COMMISSIONS		10,142	10,446	4,123	8,240	19,850	17,350	0	0

BUILDING & ZONING INSPECTION
FY 2019/20 BUDGET

				2018/19			2019/20		
		2016/17 ACTUAL	2017/18 ACTUAL	6 M ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
	MANAGEMENT CONTROL ACCOUNTS - OPERATING								
10-4650-210.0	BOOKS & SUBSCRIPTIONS	0	0	102	200	1,000	200		
10-4650-211.0	MEMBERSHIPS	135	135	0	135	200	150		
10-4650-260.0	EQUIPMENT MAINTENANCE	98	179	0	0	200	200		
10-4650-290.0	GASOLINE		0	66	0	0	0		
10-4650-316.0	BUILDING INSPECTION SERVICES	66,524	71,598	28,726	55,000	65,000	60,000		
	SUBTOTAL	66,756	71,912	28,893	55,335	66,400	60,550	0	0
	MANAGEMENT CONTROL ACCOUNTS - CAPITAL								
10-4650-740.0	CAPITAL EQUIPMENT	0	0	0	0	250	0	0	0
EQUIPMENT DETAIL									
	ITEM 1						0		
	TOTAL INSPECTIONS	66,756	71,912	28,893	55,335	66,650	60,550	0	0

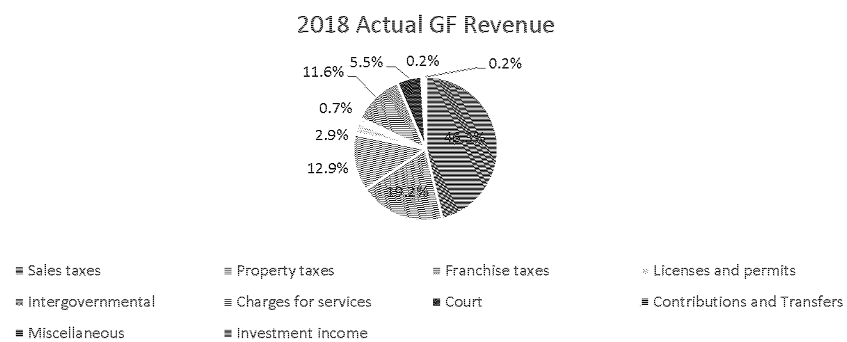
TRANSFERS-NON DEPARTMENTAL
SUMMARY BY DEPARTMENT
FY 2019/20 BUDGET

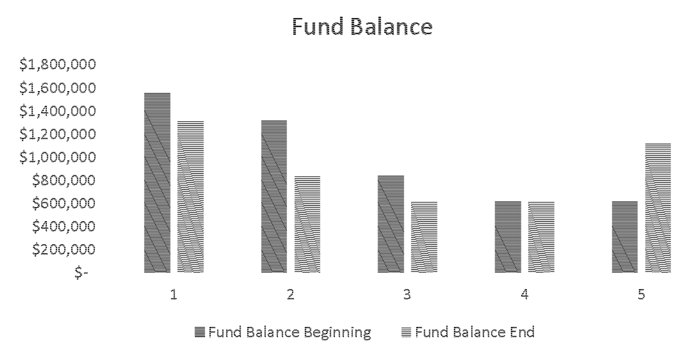
			2018/19			2019/20		
	2016/17 ACTUAL	2017/18 ACTUAL	6 M ACTUAL	12 MONTH ESTIMATE	BUDGET	DEPARTMENT REQUEST	TENTATIVE	ADOPTED
DEBT SERVICE	$0	$0	$0	$0	$0	$0	$0	$0
CAPITAL IMPROVEMENT/OTHER FUNDS	$392,739	$695,885	$344,747	$689,494	$689,494	$728,555	$0	$0
MONUMENTS FEES - PCF	$37,700	$0	$0	$0	$0	$0	$0	$0
WHITAKER TRUST	$37,425	$38,176	$21,882	$43,765	$43,765	$40,430	$0	$0
RDA INCREMENT	$0	$0	$0	$0	$0	$0	$0	$0
RECREATION	$21,000	$10,000	$41,000	$41,000	$41,000	$41,000	$0	$0
SANITATION	$0	$0	$0	$0	$0	$0	$0	$0
NON-DEPARTMENTAL	$0	$4,154	$2,413	$80,000	$80,000	$60,000	$0	$0
TOTAL	$488,864	$748,215	$410,042	$854,259	$854,259	$869,985	$0	$0

TRANSFER - NON-DEPARTMENTAL
FY 2019/20 BUDGET

		2016/17 ACTUAL	2017/18 ACTUAL	2018/19 6 M ACTUAL	2018/19 12 MONTH ESTIMATE	2018/19 BUDGET	2019/20 DEPARTMENT REQUEST	2019/20 TENTATIVE	2019/20 ADOPTED
DEBT SERVICE									
	SUBTOTAL DEBT SERVICE	0	0	0	0	0	0	0	0
CAPITAL IMPROVEMENT/OTHER FUNDS									
10-4710-950.0	UTOPIA	267,953	280,293	136,951	273,902	273,902	312,963		
10-4710-952.0	TRANSPORATION FUND	124,786	415,592	207,796	415,592	415,592	415,592		
	SUBTOTAL CAPITAL IMPROVEMENTS	392,739	695,885	344,747	689,494	689,494	728,555	0	0
OTHER GOVERNMENTAL									
10-4710-810.0	TRANSFERS TO OTHER FUNDS	37,700		0	0	0	0		
10-4710-820.0	TRANSFER TO RECREATION FUND	21,000	10,000	41,000	41,000	41,000	41,000		
10-4710-970.0	TRANSFER WHITAKER HOME TRUST	37,425	38,176	21,882	43,765	43,765	40,430		
	SUBTOTAL GOVERNMENTAL	96,125	48,176	62,882	84,765	84,765	81,430	0	0
NON - DEPARTMENTAL									
10-4710-980.0	CONTRIB. FUND BAL/DEBT REDUCT	0	0	0		0			
10-4710-990.0	CONTINGENCY - PERSONNEL ADJUSTMENTS	0	4,154	2,413	80,000	80,000	60,000		
10-4811-100.0	RETIREMENT LIABILITY	0	0	0					
10-4811-200.0	UTOPIA OPERATIONAL ASSESSMENT	0	0	0					
	SUBTOTAL NON-DEPARTMENTAL	0	4,154	2,413	80,000	80,000	60,000	0	0
	TOTAL TRANSFERS NON-DEPART.	488,864	748,215	410,042	854,259	854,259	869,985	0	0

	2014	2015	2016	2017	2018	2015	2016	2017	2018	Avg Growth
Revenues						2015	2016	2017	2018	Avg. Growth
Sales taxes	$ 3,335,469	$ 3,509,401	$ 3,613,818	$ 3,804,117	$ 3,983,515	5.2%	3.0%	5.3%	4.7%	4.5%
Property taxes	$ 1,079,673	$ 1,071,400	$ 1,116,729	$ 1,074,734	$ 1,654,743	-0.8%	4.2%	-3.8%	54.0%	13.4%
Franchise taxes	$ 1,144,152	$ 1,132,319	$ 1,141,628	$ 1,126,627	$ 1,108,983	-1.0%	0.8%	-1.3%	-1.6%	-0.8%
Licenses and permits	$ 338,970	$ 246,072	$ 526,382	$ 278,204	$ 251,569	-27.4%	113.9%	-47.1%	-9.6%	7.4%
Intergovernmental	$ 57,143	$ 67,755	$ 57,651	$ 62,510	$ 58,806	18.6%	-14.9%	8.4%	-5.9%	1.5%
Charges for services	$ 887,959	$ 962,808	$ 994,331	$ 1,022,547	$ 1,001,616	8.4%	3.3%	2.8%	-2.0%	3.1%
Court	$ 468,323	$ 493,568	$ 444,658	$ 440,062	$ 473,817	5.4%	-9.9%	-1.0%	7.7%	0.5%
Contributions and Transfers	$ 179,352	$ 20,651	$ 10,226	$ 41,230	$ 47,120	-88.5%	-50.5%	303.2%	14.3%	44.6%
Miscellaneous	$ 73,773	$ 28,670	$ 119,411	$ 12,411	$ 16,269	-61.1%	316.5%	-89.6%	31.1%	49.2%
Investment income	$ 5,220	$ 4,286	$ 6,364	$ 21,924	$ 14,620	-17.9%	48.5%	244.5%	-33.3%	60.4%
Total revenues	$ 7,570,034	$ 7,536,930	$ 8,031,198	$ 7,884,366	$ 8,611,058	-0.4%	6.6%	-1.8%	9.2%	3.4%
	2014	**2015**	**2016**	**2017**	**2018**					
Expenditures						2015	2016	2017	2018	Avg. Growth
Government Services	$ 1,335,119	$ 1,371,816	$ 1,448,673	$ 1,455,223	$ 1,286,643	2.7%	5.6%	0.5%	-11.6%	-0.7%
Police	$ 2,380,292	$ 2,483,733	$ 2,566,188	$ 2,682,694	$ 2,701,728	4.3%	3.3%	4.5%	0.7%	3.2%
Fire	$ 813,604	$ 821,730	$ 821,730	$ 875,246	$ 852,724	1.0%	0.0%	6.5%	-2.6%	1.2%
Public Works	$ 1,384,099	$ 1,178,808	$ 1,271,113	$ 1,187,747	$ 1,167,688	-14.8%	7.8%	-6.6%	-1.7%	-3.8%
Parks & Cemetery	$ 750,442	$ 842,491	$ 858,994	$ 846,615	$ 795,687	12.3%	2.0%	-1.4%	-6.0%	1.7%
Buildings	$ 257,808	$ 207,479	$ 271,276	$ 223,624	$ 224,446	-19.5%	30.7%	-17.6%	0.4%	-1.5%
Community Development	$ 339,019	$ 341,671	$ 358,099	$ 335,516	$ 344,676	0.8%	4.8%	-6.3%	2.7%	0.5%
UTOPIA	$ 273,001	$ 274,876	$ 248,876	$ 267,953	$ 280,293	0.7%	-9.5%	7.7%	4.6%	0.9%
Transfers/Non-Departmental	$ 62,360	$ 92,650	$ 75,480	$ 220,911	$ 467,922	48.6%	-18.5%	192.7%	111.8%	83.6%
Total expenditures	$ 7,595,744	$ 7,615,254	$ 7,920,429	$ 8,095,529	$ 8,121,807	0.3%	4.0%	2.2%	0.3%	1.7%
Revenues over (under) Expenses	$ (25,710)	$ (78,324)	$ 110,769	$ (211,163)	$ 489,251					
Fund Balance Beginning	$ 1,556,947	$ 1,317,015	$ 842,150	$ 619,427	$ 615,562					
Fund Balance End	$ 1,317,015	$ 842,150	$ 619,427	$ 615,562	$ 1,125,445					
Net change in fund balance	$ (239,932)	$ (474,865)	$ (222,723)	$ (3,865)	$ 509,883					
Fund Balance as % of GF Revenue	17.4%	11.2%	7.7%	7.8%	13.1%					





Revenues			1: 3% 2: 5% 3: 7% or enter custom rate
Sales taxes	1	3.00%	
Property taxes	1	0.25%	
Franchise taxes	1	-2.00%	
Licenses and permits	1	2.00%	
Intergovernmental	1	-1.00%	
Charges for services	1	0.50%	
Court	1	0.50%	
Contributions and Transfers	1	3.00%	
Miscellaneous	1	3.00%	
Investment income	1	0.50%	
Total revenues	1	3.00%	

Expenditures		
Government Services	1	3.00%
Police	1	3.50%
Fire	1	2.00%
Public Works	1	5.00%
Parks & Cemetery	1	3.00%
Buildings	1	3.00%
Community Development	1	3.00%
UTOPIA	1	3.00%
Transfers/Non-Departmental	1	3.00%

	2018	%of R	2019	%of R	2020	%of R	2021	%of R	2022	%of R	2023	%of R
Revenues												
Sales taxes	$ 3,983,515	46.3%	$ 4,103,020	47.0%	$ 4,226,111	47.8%	$ 4,352,894	48.5%	$ 4,483,481	49.3%	$ 4,617,986	50.0%
Property taxes	$ 1,654,743	19.2%	$ 1,658,880	19.0%	$ 1,663,027	18.8%	$ 1,667,185	18.6%	$ 1,671,353	18.4%	$ 1,675,531	18.2%
Franchise taxes	$ 1,108,983	12.9%	$ 1,086,803	12.5%	$ 1,065,067	12.0%	$ 1,043,766	11.6%	$ 1,022,891	11.2%	$ 1,002,433	10.9%
Licenses and permits	$ 251,569	2.9%	$ 256,600	2.9%	$ 261,732	3.0%	$ 266,967	3.0%	$ 272,306	3.0%	$ 277,753	3.0%
Intergovernmental	$ 58,806	0.7%	$ 58,218	0.7%	$ 57,636	0.7%	$ 57,059	0.6%	$ 56,489	0.6%	$ 55,924	0.6%
Charges for services	$ 1,001,616	11.6%	$ 1,006,624	11.5%	$ 1,011,657	11.4%	$ 1,016,715	11.3%	$ 1,021,799	11.2%	$ 1,026,908	11.1%
Court	$ 473,817	5.5%	$ 476,186	5.5%	$ 478,567	5.4%	$ 480,960	5.4%	$ 483,365	5.3%	$ 485,781	5.3%
Contributions and Transfers	$ 47,120	0.5%	$ 48,534	0.6%	$ 49,990	0.6%	$ 51,489	0.6%	$ 53,034	0.6%	$ 54,625	0.6%
Miscellaneous	$ 16,269	0.2%	$ 16,757	0.2%	$ 17,260	0.2%	$ 17,778	0.2%	$ 18,311	0.2%	$ 18,860	0.2%
Investment income	$ 14,620	0.2%	$ 14,693	0.2%	$ 14,767	0.2%	$ 14,840	0.2%	$ 14,915	0.2%	$ 14,989	0.2%
Total revenues	$ 8,611,058		$ 8,726,316		$ 8,845,814		$ 8,969,654		$ 9,097,943		$ 9,230,790	
	2018	**%of E**	**2019**	**%of E**	**2020**	**%of E**	**2021**	**%of E**	**2022**	**%of E**	**2023**	**%of E**
Expenditures												
Government Services	$ 1,286,643	15.8%	$ 1,325,242	15.7%	$ 1,365,000	15.5%	$ 1,405,950	15.5%	$ 1,448,128	15.4%	$ 1,491,572	15.3%
Police	$ 2,701,728	33.3%	$ 2,796,288	33.1%	$ 2,894,159	32.9%	$ 2,995,454	32.9%	$ 3,100,295	33.0%	$ 3,208,805	33.0%
Fire	$ 852,724	10.5%	$ 869,778	10.3%	$ 887,174	10.1%	$ 904,918	9.9%	$ 923,016	9.8%	$ 941,476	9.7%
Public Works	$ 1,167,688	14.4%	$ 1,284,457	15.2%	$ 1,412,902	16.1%	$ 1,483,548	16.3%	$ 1,557,725	16.6%	$ 1,635,611	16.8%
Parks & Cemetery	$ 795,687	9.8%	$ 819,558	9.7%	$ 844,144	9.6%	$ 869,469	9.6%	$ 895,553	9.5%	$ 922,419	9.5%
Buildings	$ 224,446	2.8%	$ 231,179	2.7%	$ 238,115	2.7%	$ 245,258	2.7%	$ 252,616	2.7%	$ 260,194	2.7%
Community Development	$ 344,676	4.2%	$ 355,016	4.2%	$ 365,667	4.2%	$ 376,637	4.1%	$ 387,936	4.1%	$ 399,574	4.1%
UTOPIA	$ 280,293	3.5%	$ 288,702	3.4%	$ 297,363	3.4%	$ 306,284	3.4%	$ 315,472	3.4%	$ 324,936	3.3%
Transfers/Non-Departmental	$ 467,922	5.8%	$ 481,960	5.7%	$ 496,418	5.6%	$ 511,311	5.6%	$ 526,650	5.6%	$ 542,450	5.6%
Total expenditures	$ 8,121,807		$ 8,452,181		$ 8,800,942		$ 9,098,827		$ 9,407,391		$ 9,727,039	
Revenues over (under) Expenses	$ 489,251		$ 274,135		$ 44,872		$ (129,173)		$ (309,448)		$ (496,249)	
Fund Balance Beginning	$ 615,562		$ 1,125,445		$ 1,399,580		$ 1,444,452		$ 1,315,279		$ 1,005,831	
Fund Balance End	$ 1,125,445		$ 1,399,580		$ 1,444,452		$ 1,315,279		$ 1,005,831		$ 509,582	
Net change in fund balance	$ 509,883		$ 274,135		$ 44,872		$ (129,173)		$ (309,448)		$ (496,249)	
Fund Balance as % of Revenue	13.07%		16.04%		16.33%		14.66%		11.06%		5.52%	

CENTERVILLE

Staff Backup Report
4/2/2019

Item No.

Short Title: (see City Manager's Summary Memo)

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

	Description
🗋	City Manager Summary Memo

CENTERVILLE CITY
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Incorporated in 1915

interoffice MEMORANDUM

to:	Mayor Wilkinson
	City Council
cc:	Department Heads
	Planning Commission
from:	Steve H. Thacker, City Manager S. Thacker
subject:	City Manager's Summary of April 2, 2019 Council Meeting
date:	March 29, 2019

This is my last "Summary Memo". I will not be at Tuesday's meeting, but offered to see that the advance packet was completed. For the public that may read this memo, Brant Hanson, former City Manager of Ephraim, Utah, is the new City Manager. Based on the four days this week that we spent together, I have great confidence he will be very successful here. I have told him and the Mayor they can call me at any time to ask questions or seek background about City business. I truly wish you all the very best as you continue to "make life better" in Centerville.

5:30 **Work Session** – The City Council will meet in a work session at 5:30 p.m. to discuss issues relating to the preparation of the FY 2020 Budget. The new City Manager, Brant Hanson, and Management Services/Finance Director, Jacob Smith, are developing the agenda and materials for that meeting. No documents are posted at this time on NovusAgenda for the work session. Dinner will be available beginning about 5:15 p.m.

7:00 **Regular City Council Meeting**

E.1. **Minutes Review** – The four sets of minutes to be approved are available via NovusAgenda.

E.2. **Summary Action Calendar** –

a. **Accept Easement re 100 South Street** – Several years ago the City's contractor paved the extension of 100 South Street between Island View Drive and the Firebreak Road, to improve access to the foothills for firefighting equipment. Deuel Creek Irrigation Company, which owns the underlying property, gave permission at that time, but this Easement will provide formal, perpetual permission for such road.

b. **Infrastructure Improvement Agreement** – This Agreement between the City and Sheffield Downs Centerville, LLC, will allow the developer to begin installation of infrastructure before recording the plat for this 33-lot residential subdivision on Pages Lane (former location of Dick's Market).

c. **Accept Easement for Sheffield Downs Subdivision** – Before the developer can proceed with construction of the infrastructure per the Agreement mentioned above, this easement for water lines and other utilities should be accepted by the City.

d. **Award waterline bid for Sheffield Downs Subdivision** – With approval/acceptance of items "b" and "c" above, the Council can award a bid for construction of the waterlines to serve this new subdivision. The City has administered the bid and will inspect the construction, but the developer will pay for the entire cost.

e. **Award bid for Crack and Slurry Seal Project 2019** – Three bids were received for this annual streets maintenance contract. The City Engineer recommends it be awarded to the low bidder, Morgan Pavement Maintenance in the amount of $370,490. Street maps are available on NovusAgenda showing which streets will receive these treatments this year.

E.3. **Public Hearing – Deuel Creek Place Subdivision Final Plat** – The Planning Commission recommends approval of the Final Plat for this 3-lot residential subdivision at approximately 641 East 200 South. This County-owned property is the south half of two acres that has been a natural park for many years. The north half will remain a natural park owned by the City and includes the Deuel Creek stream channel and sedimentation basin that the County will continue to be responsible to maintain.

E.4. **Resolution Authorizing Bonds for Park Improvements** – A majority of the City Council has recently expressed interest in borrowing funds to complete Phases 1 and 2 of the Island View Park Renovation Project. About $500,000 is needed to supplement the $1.3 million in RAP Tax revenue and grant funding available for Phase 1. The Council is considering issuing bonds in an amount between $1.35 million and $1.6 million, with $500,000 being used for Phase 1 and the remainder being used for Phase 2. The bonds would be repaid with RAP Tax revenue received over the remaining seven years of the current voter authorized period for the RAP Tax. This Resolution would initiate a 30-day "contest period" during which the public can express their objections to the proposed bond issue, and set a public hearing date of May 7. The intent is to award a bid for Phase 1 construction in the May 21 council meeting.

E.5. **CDBG Project re ADA Ramps** – Davis County recently announced an opportunity to apply for CDBG funds left over from a prior program year that need to be spent in the next few months. City staff requested $60,000 for handicap ramps at corners. The County awarded $40,000. To use these funds, the City Council must first approve an Agreement with the County and then award a bid for construction of the ramps.

E.6. **Mayor's Report** – Mayor Wilkinson may recommend appointments to City boards/committees, and may report on other matters of City interest.

E.7. **City Manager's Report** – The new City Manager, Brant Hanson, may report on matters of City interest.

E.8. **Closed Meeting, if necessary** – At this time I do not know of a need for a closed meeting, but the agenda allows for that possibility.

Potential Agenda Items for April 16, 2019 meetings (subject to change):

- *Budget work session*
- *RDA meeting*
- *Quarterly financial report*
- *Agreement with Farmington City for Lund Lane road improvements*
- *Agreement with UDOT re: school crossing signals*
- *Bid awards: 600 South/650 South/850 East Waterline Replacement – Street Rebuilds*
- *Bid award: Island View Park (650 South) Storm Drain Replacement*
- *Council liaison report*

ST/mw

CENTERVILLE

Staff Backup Report
4/2/2019

Item No. 1.

Short Title: Minutes Review and Acceptance

Initiated By: City Recorder

Scheduled Time: 7:10

SUBJECT

March 13, 2019 Joint City Council/Planning Commission meeting
March 13, 2019 Special City Council Meeting
March 19, 2019 City Council Meeting
March 19, 2019 Budget Training Work Session

RECOMMENDATION

Approve the four sets of minutes.

BACKGROUND

ATTACHMENTS:

	Description
🗋	3-13-19 Joint CC-PC Work Session Preliminary Minutes
🗋	3-13-19 Special Meeting Preliminary Minutes
🗋	3-19-19 City Council Preliminary Minutes
🗋	3-19-19 Budget Training Preliminary Minutes

JOINT CITY COUNCIL/PLANNING COMMISSION
MINUTES OF WORK SESSION
Wednesday, March 13, 2019
5:30 p.m.

A quorum being present at Centerville City Hall, 250 North Main Street, Centerville, Utah, the Centerville City Council/Planning Commission Work Session was called to order at 5:35 p.m.

MEMBERS PRESENT

Mayor	Clark Wilkinson
Council Members	William "Bill" Ince
	George McEwan
	Robyn Mecham
	Stephanie Ivie
Planning Commissioners	Cheylynn Hayman
Thomas Hunt	
	Logan Johnson
	Becki Wright

MEMBERS ABSENT

Tami Fillmore, City Councilmember
Kevin Daly, Planning Commissioner

Kai Hintze, Planning Commissioner
Gina Hurst, Planning Commissioner

STAFF PRESENT

Steve Thacker, City Manager
Cory Snyder, Community Development Director
Lisa Romney, City Attorney
Cassie Younger, Assistant Planner
Jamie Brooks, Recording Secretary

VISITORS Interested Citizens

Mayor Wilkinson welcomed those in attendance and explained the anticipated structure of the joint work session.

Cory Snyder stated that he had been open about his position regarding the viability of the City's South Main Street Corridor (SMSC) Plan, while also believing that perhaps the Plan has been compromised too much. He explained that the memo he had provided prior to that evening's work session was intended to summarize the six years of dialogue that had taken place subsequent to the adoption of the SMSC Plan. He had attempted to identify some options for the Main Street corridor that he had heard from the two bodies over time, as well as an additional option that might warrant discussion.

The first option he wished to address actually dated back to the 1985 corridor plan. At that time, the City took the position that Main Street hadn't developed as had been anticipated, but was still the heart of the City and needed to be restored or revitalized. That was the basis of the 2008 Main Street redevelopment strategy. Now the questions to be answered are:

- "Is Main Street unique and the heart of the City?"
- "If so, in what way?"
- "If not. why not?"

Attempting to get answers to those questions had become exhausting to staff, property owners and residents alike. The current SMSC Plan had kept things in flux for nearly six years. For example, a property owner spent two years attempting to market their property before finally bringing in Brighton Homes, whose proposal was then rejected. Jeff Cook wanted to develop his property but felt like nothing was getting done. Residents were dissatisfied about a variety of situations on Main Street. In short, there was a great deal of frustration on many sides. Mr. Snyder indicated that there needed to be an answer to these questions, although it should be understood that not everyone would be happy with the answers. He asked that the City Council be definitive about the direction in which it wished the City to proceed.

Mayor Wilkinson then asked for input from the councilmembers and Commissioners present.

Councilmember McEwan indicated there had long been a "disconnect" between what Main Street *should* be and what it actually was. He was unclear about what the intent had been. Councilmember Ivie stated that it had been a painful process to create the historic district that now exists. She felt it was pointless to suggest that Main Street should be like the Main Streets of other cities.

Chair Hayman asked what the City Council wished Main Street to be. She stated that if the Council did not have a definitive answer, there was little point in moving forward with making any changes.

Mayor Wilkinson indicated that the right question to be asking was, "what do the people want?" Councilmember Ince responded that there were two or three primary groups of people in the City. One group wanted to preserve the residential feel of the area. Another group wanted "no holds barred" and a third group simply wanted to be able to do something with their property in order to make some money. None of these groups seemed to be dominant over the others.

Commissioner Wright suggested that the groups did not necessarily need to be at cross purposes but that planning was obviously necessary as was maintaining a respect for individual property rights. It made sense to recognize the variety of nuanced roles at play and that compromise would be necessary. Everyone should find what could be agreed upon. Chair Hayman indicated that ultimately, the Planning Commission needed the City Council to make clear what its goal for the area was. They had been elected by the people to choose a direction for the City and failure to do so had become frustrating for all involved, particularly residents and business owners. If the Council wished to make something of Main Street, it needed to identify what that was. If there was no vision, perhaps there was no reason to have the conversation.

Councilmember Ivie stated she could identify what she did *not* want it to be. She did not want high rise apartments on Main Street and she also did not believe it was reasonable to make it a commercial center like Parrish lane. Commissioner Wright felt that a majority of the City could agree on that. However, what did it mean for the existing commercial properties on Main Street?

Mayor Wilkinson did not feel that many people wanted residential development on Main Street. Councilmember McEwan disagreed, saying that some had been waiting for the zoning to change in order to provide additional residential development. The cost of converting commercial property to residential use was then discussed. Councilmember McEwan pointed out that low density residential was very sought after in the City and he could envision a natural conversion to residential use. Commissioner Wright asked if he would be open to additional single-family homes on Main Street. He indicated that he would be. He had also heard the suggestion that Main Street should be a walking district with coffee shops, etc. In reality, Main Street did not lend itself to such a vision.

Chair Hayman asked the councilmembers if they would agree that Main Street had deteriorated. Councilmember Ince agreed, but pointed out that anything would deteriorate over time unless it was maintained and/or revitalized. Personally, he did not believe the area would ever be returned to residential if commercial development increased.

Mr. Snyder explained that Main Street parcels were generally too small to develop into Planned Unit Developments. Density itself was not a problem. A well-designed project of seven units per acre could look better than a poorly designed project of only five units per acres.

Chair Hayman asked the other councilmembers to respond to her question about whether or not they felt Main Street needed revitalization. Councilmember Mecham responded that while she agreed that Dick's Market had been in need of revitalization, she had been watching social media and a large number of people in the area were upset that the building had been taken down because it was a part of Centerville's history. She understood that the property owner had the right to take it down and build a new market, but everyone wanted the old market back. Many were also concerned that it would be replaced by expensive residential development. She had been shocked to learn from the Planning Commission that buildings on Main Street could be greater than 10,000 square feet in size as she had been told time and again that they could not. Additionally, she saw that there were currently 97 allowable uses on Main Street. She had no idea the list was so extensive and had been under the mistaken impression that the list was more limited than it had turned out to be. She asked if the residents living on 2050 North really cared what was on Main Street. Commissioner Wright made it clear that yes, she and her neighbors definitely cared about it. Councilmember Mecham asserted that 90% of people concerned about the future of Main Street live fairly close to it. While she agreed that *some* redevelopment was necessary, she wished to learn from history and some of the mistakes that had been made previously. She stated that the Main Street Overlay handicapped everyone.

Chair Hayman asked what Councilmember Mecham's vision for Main Street was. She responded that she wished for soft commercial (offices, services) with some residential development. She felt the City needed to make some changes to the overlay because it made it too difficult to build.

Mr. Snyder pointed out that the current version of the overlay is not in a position to be simply "tweaked" although it could be replaced with something else. Councilmember Mecham stated that she wished to protect Main Street but still open it up to other possibilities.

Councilmember Ince asked for clarification regarding the purpose of the overlay. Commissioner Wright responded that she thought perhaps it was meant to encourage uniformity through design standards and pointed to Parrish Lane as a similar example.

Commissioner Wright reminded all those gathered that the City did not own Main Street and was essentially at the whim of what UDOT wished to do. She felt it was wise to do whatever possible to establish a City vision for it, rather than allow the State to enact its own vision, which might not be best for Centerville. Councilmember Mecham stated that the overlay was created with the idea of bringing light rail to the City which required a certain number of rooftops. Commissioner Wright respectfully disagreed and stated that light rail was not part of the plan.

Chair Hayman still wished to hear from Councilmembers Ivie and McEwan regarding whether or not they believed Main Street was in need of revitalization. Councilmember Ivie agreed that it was deteriorating but felt it would revitalize on its own if the handcuffs (some parts of the overlay requirements) were removed. Mayor Wilkinson stated that many were hesitant to invest in a business on Main Street because they had no idea what the future held for the area.

Commissioner Wright asked what they felt the "perfect" type of business was for the area. Councilmember Ince responded that Ann Fadel's insurance office fit perfectly. Mr. Snyder stated that Ms. Fadel had divided her business in a way that was not an economic engine for the City—only for the property owner.. That business was not *really* investing in Main Street and doing well. Instead, it was merely surviving. If the City was comfortable with having businesses merely survive, there was no need to make a change. Councilmember Mecham reiterated her desire to change the overlay.

Commissioner Wright felt that having design standards was a good compromise. It provided property owners with the opportunity to redevelop without *requiring* that they do so.

Councilmember Mecham suggested that another possibility was to treat the west side of Main Street different than the east side.

Councilmember McEwan indicated that Main Street had no identifiable anchor for the street and there was nothing unique about it. He felt there was opportunity to convert some existing structures into mixed-use units and pointed out that there was currently 44,000 square feet of unoccupied commercial space in Centerville. Businesses were coming and going frequently, disappearing from the commercial area near Pier 1 Imports where there was plenty of available parking. Therefore, there was no reason to believe that a new business on Main Street would succeed when parking there was so limited. Regarding residential development, although he would not support apartments on Main Street, he was not opposed to condominiums or anything else that encouraged long-term investment in the community. He did not anticipate that it could develop into something like Logan's Main Street or the 9th and 9th area of Salt Lake City. While he was not advocating that the City force property owners out, he wished to give them an opportunity to take advantage of the fact that Centerville currently had one of the hottest markets around. Commissioner Wright asked if Commissioner McEwan would be comfortable with density if it was owner occupied. He responded that he would be comfortable with it on a somewhat limited scale. However, Councilmember Mecham did not want greater density than what was currently present.

Mr. Snyder wished to confirm what he was hearing from the City Council. It appeared to him that they wished to replace the existing overlay. Commissioner Johnson pointed out that Commissioner Fillmore seemed to genuinely value the overlay although she was not present to weigh in. It sounded as though the Council was fine with soft commercial development. He heard that they wished to focus on core commercial area and preserve what was already present. He also heard an interest in addressing supplemental revitalization as a residential component.

Commissioner Johnson also wished to confirm the City Council's position. It sounded to him that the strict design guidelines for soft commercial development should be removed but that *if* increased residential development were to be introduced, it should come with increased restrictions. Commissioner Wright asked if there would be any design standards for soft commercial development. Mr. Snyder thought there could be but was unclear to what extent.

Like Mr. Snyder and Commissioner Johnson, Chair Hayman wished to confirm what she was hearing from the City Council—that the overlay should be changed but that there should still be some guidelines. Additionally, the Council appeared to be open to *some* new residential development. She asked the Council to make their feelings extremely clear so as to avoid miscommunications with the Planning Commission. The Chair indicated she was hearing that there should be no overlay. Councilmember Mecham stated that no one had said "no overlay." She explained what she meant was that the existing overlay did not work. Chair Hayman and Commissioner Wright asked if some residential development on Main Street was acceptable. Councilmember McEwan responded that he wished to encourage residential development while Councilmember Mecham wished to be silent and neutral on the matter. Councilmember Ivie suggested that residential development would come on its own if it was allowed. Councilmember McEwan indicated he did not believe that if the overlay disappeared completely, an appropriate project would suddenly appear and take care of all the problems on Main Street. However, he agreed that the overlay was handcuffing projects

Commissioner Johnson agreed that the perfect project would not suddenly present itself because Main Street was not a great commercial corridor. However, allowing residential development would have an immediate impact. The possibility of different standards for the east and west sides of Main Street was again mentioned.

Regarding the prospect of allowing some residential development on Main Street, Mr. Snyder asked if the Council was open to some of those units being designated as affordable housing. Someone responded in the negative. Commissioner Wright pointed out that there was also a need for housing that was appropriate for empty nesters. Mr. Snyder pointed out that if the Council agreed to devote a small number of units on Main Street to affordable housing, it would be preferable to having all the affordable housing in the City centered within a single area. Councilmember Mecham was not willing to approve high density housing. Councilmember McEwan had seen such projects on North Temple and he was alright with the concept if the neighborhood supported it. Mr. Snyder indicated that a project on a small scale would not have much of an impact on the community.

Commissioner Wright said that the City was required to have a plan that included affordable housing. Councilmember Ince responded that there were not yet penalties for failing to include that in the housing plan but that could change. Chair Hayman suggested that the City should be looking to include affordable housing. Commissioner Mecham pointed out that there were some units west of the freeway that had originally thought could produce affordable housing but, it did not turn out to be so.

Councilmember McEwan appreciated that the Commission understood that it was the Council who determined in which direction Main Street development would move. However, he was still interested to know what it was that the Planning Commission could support. Commissioner Johnson responded that he could get behind removing the current strict design guidelines. He would also be comfortable with up to six residential units per acres with alternative design guidelines, although he could not speak for the entire Commission.

Commissioner Thomas asked if the City lacked anything in particular that could be brought to Main Street. She did not believe that traditional retail would be interested in the area. Commissioner Thomas explained that his company, as part of his employment profession had previously looked at 15 different revamp designs for the Maverik building, located on Main Street, which didn't work out. He agreed with Commissioner Johnson that soft commercial was appropriate for the area. He stated he could also support some residential development. Councilmember Mecham didn't want Main Street to be *all* residential. Commissioner Wright agreed, but indicated that she also did not want to see an abundance of drive-through businesses. She reiterated her concern for individual property rights and expressed concern that if the overlay was completely removed, it would send a message to UDOT that the City had no plan or vision and that the State could run roughshod over the City. She pointed out that Main Street was a significant arterial if one thought about the area's long-term transportation needs.

Commissioner Wright had to leave the meeting at 7:08 p.m.

Councilmember Mecham wished to hear Chair Hayman's thoughts. The Chair shared Mr. Snyder's concern regarding the exhaustion of all those individuals who had put in eight months of work, only to realize that the Planning Commission and City Council were not on the same page and that everyone's time and energy had been wasted. Councilmember Ivie felt bad about the misunderstanding and Councilmember Mecham felt that the Council became privy to information that was not available to the Commission. Chair Hayman asked that if the City Council had a vision of what Main Street should be, they should all move toward it. But if there was no solid vision, perhaps the City should wait to take action until there was.

Councilmember Ince stated that the City could easily kick the can further down the road but he did not believe it was the right thing to do. He felt it was clear that the biggest issue was the overlay. Specifically, Chair Hayman clarified, that the overlay pushed all the buildings close to the street. Commissioner Ince read from the code and said that the overlay zone was to *"encourage additional single-family and multi-family residential land uses by way of mixed use"* and *"encourage greater intensity of land use."* Councilmember Ince indicated some of the things he saw in the overlay failed to make sense. Councilmember Mecham said she did not wish to increase the intensity of Main Street. Mr. Snyder pointed out that by adding a residential component, the overall intensity was being increased. He used the example of Michael's Main Street Garage in its current condition. Adding a residential component to the property would triple or even quadruple its intensity.

Councilmember McEwan asked what had the Planning Commission heard that evening that it could get behind and support. Chair Hayman responded that she had not heard anyone bring forth a vision of Main Street other than a small increase to the amount of residential development. She understood that they wished to relax the overlay standards and perhaps allow a small amount of residential development. She asked if that characterization was representative of the Council's position because if so, she could get on board. Councilmember Mecham responded by asking for Chair Hayman's opinion. Chair Hayman stated she agreed with Councilmember McEwan. She did not think she would limit the area to soft commercial. She felt all the conditional uses that the Planning Commission had recommended to the City Council also made sense. She also felt increased residential development made sense due to the current housing crunch. Councilmember Mecham reiterated her desire to limit the amount of residential development on Main Street.

Mr. Snyder asked how much of the community's image of Main Street was nostalgia of the past vs the current conditions? His perception was that a large percentage of the community wished to keep Main Street as it had been in their memories. Councilmember Mecham disagreed. She felt the community was more concerned about the compatibility of future development with the surrounding property.

Mayor Wilkinson asked if the Planning Commission had sufficient direction and understanding of the City Council's position. Mr. Snyder responded that at the next Planning Commission, staff and the Commission would attempt to synthesize what they had heard from the Council. Chair Hayman recommended that they send what they believe they heard back to the City Council for confirmation. Councilmember Mecham agreed. The Chair also encouraged the councilmembers to sit in on some future Planning Commission meetings. Councilmember Mecham pointed out that the City Attorney had discouraged that. Ms. Romney clarified that the point she had attempted to make was that while it was good for the Council to be informed of the Planning Commission's actions and why they made the decisions they did, that information could be gleaned from watching the meetings on line and reading the meeting minutes. Having Councilmembers or the Mayor physically in attendance at the meetings can change the dynamics of the Commission's discussions and decisions. Councilmember Mecham stated that she had attended meetings before in an effort to share her knowledge but that she had been made to feel unwelcome. Chair Hayman indicated that she would defer to Ms. Romney on the matter but still encouraged the councilmembers to view the meetings on line and communicate with the Planning Commission if they felt they were wandering down a path that was contrary to where the Council wished them to go.

Ms. Romney pointed out that good communication between the two bodies was critical and she did not wish to stifle that communication. She merely recommended that the Councilmembers refrain from commenting in Planning Commission meetings. All those present agreed that effective communication would be key to the City's success.

ADJOURNMENT

The work shop adjourned at 7:23 p.m.

Mackenzie Wood, City Recorder Date Approved

Jamie Brooks, Recording Secretary

Minutes of the Centerville **City Council special** meeting held Wednesday, March 13, 2019 at 7:30 p.m. at Centerville City Hall, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Clark Wilkinson
Council Members	Tamilyn Fillmore William Ince Stephanie Ivie George McEwan Robyn Mecham
STAFF PRESENT	Steve Thacker, City Manager Lisa Romney, City Attorney (arrived at 8:00 p.m.) Jacob Smith, Management Services Director Bruce Cox, Parks and Recreation Director Katie Rust, Recording Secretary
PARKS & RECREATION COMMITTEE PRESENT	Kelli Hintze Lynn Keddington, Chair Melissa Larsen Tiffany Rees
PARKS & RECREATION COMMITTEE ABSENT	Jon Ruedas Dailee Gardner

ISLAND VIEW PARK RENOVATION

The preliminary cost estimate for Island View Park Renovation Phase 1 prepared by the GBrown Design team is approximately $500,000 over budget for the project. Lynn Keddington, Parks & Recreation Committee Chair, reported that of the citizens who responded to the recent Parks & Recreation survey question regarding the use of RAP Tax revenue, 38% were in favor of bonding to complete improvements sooner, 33.7% were in favor of a pay-as-you-go approach, and 27% responded they are unsure. Chair Keddington stated the Parks & Recreation Committee recommend the city borrow funds to be able to complete both phases of the Island View Park Renovation Project.

Mayor Wilkinson asked the City Council if they are willing to consider borrowing funds. Councilwoman Ivie said she feels strongly about avoiding debt. Councilwoman Fillmore said she believes that in this situation borrowing funds is the more financially conservative thing to do considering increasing construction costs. She said she believes the community would be pleased to have the entire park completed. Councilman Ince said he is generally not in favor of bonding, but it may be the most practical course of action in this situation. Councilman McEwan said he believes bonding can be a useful tool when applied correctly. Councilwoman Mecham said she is not opposed to looking at the option of borrowing funds.

Jake Smith, Management Services Director, presented debt service schedules for a Real Property Lease Agreement with Zions in the amounts of $500,000 with a $10,000 finance fee, and $1,600,000 with a $12,000 finance fee, with the park property held as collateral. Funds would be available within a month of the Council passing a resolution. The Council, Parks &

Recreation Committee, and staff discussed the scope of the project and the fact that Phase 2 is less complicated than Phase 1. An updated cost estimate for Phase 2 has not been prepared by the GBrown Design team.

Chair Keddington presented an estimated cost of delaying construction (attached). He suggested the city borrow funds to complete both Phase 1 and Phase 2 of the Island View Park Renovation Project and prepare designs for planned renovations at Community Park, and apply for a Land and Water Conservation Grant to complete renovations at Community Park when Island View Park is complete, moving up the timeline for both parks.

Councilman McEwan asked if it would be possible to limit the future use of borrowed funds to park projects, if the Council chooses to borrow funds. Mr. Thacker responded that the loan would be repaid with RAP Tax revenue, which can only be used for eligible purposes. Mr. Smith commented that annual payments on the proposed $1,612,000 loan would equal 60% of current RAP Tax revenues.

Councilwoman Fillmore reported that South Davis Recreation District staff were neutral about the possibility of postponing the first couple of principal payments on the $500,000 loan. She said she suspects the Recreation District Board may want to increase the interest rate of the loan to balance the sense of increased risk. Councilwoman Fillmore said she feels the interest rate offered by Zions is a better option. Mr. Thacker asked if the Recreation District Board might consider a longer "preferred" status for use of the sports fields instead of an increased interest rate.

Councilman McEwan pointed out that RAP Tax revenue is not guaranteed, and asked what RAP Tax revenue would be in a worst-case scenario. The Council and staff discussed the decrease in RAP Tax revenue after the 2008 recession. Councilman Ince commented that the city has three or four long-term funds with healthy balances, and suggested the possibility of financing some of the park project internally. Councilwoman Mecham responded she would prefer a loan with Zions in the full amount, with the possibility of internal financing as a backup to repay the loan if necessary. The Council and staff discussed the impact potential legislative changes to sales tax laws could have on RAP Tax revenues. Mr. Smith stated that in a worst-case scenario, RAP Tax revenue would probably not drop below $340,000.

Mr. Smith commented that a representative from Zions told him inflation on construction costs is currently around 11% per year. Mr. Keddington suggested that with funds available the contractor could move from construction of Phase 1 to Phase 2 without delay. Councilwoman Fillmore said that with the $1.6 million loan, the $600,000 grant, and an estimated $600,000 available in the City Budget by the end of the calendar year, she believes sufficient funds would be available to complete both phases without nickel-and-diming the project.

Mr. Thacker pointed out that the scope of work needs to be agreed on. The GBrown Design team prepared a list of possible cost savings for Phase 1. The Parks & Recreation Committee did not agree with several cost-saving options – specifically, replacing rubberized playground surface with wood chips, planting the lower slope with grass instead of shrubs, and deleting the timber stairs on lower slope. They did agree, however, with the following cost saving options:

- Change pavilion roof style;
- City staff demolish existing playground equipment;
- Reduce number of tree guards;

- Reduce from three bike racks to one bike rack;
- Delay lighting (bid as alternate);
- Lower thickness of pedestrian sidewalk (if approved by City Engineer).

The Council instructed staff to direct the design team to continue with the earlier, larger scope of work, incorporating only the cost saving options recommended by the Parks & Recreation Committee, and to prepare a resolution of intent to participate in a loan with Zions. Mayor Wilkinson thanked the Parks & Recreation Committee for their time.

ADJOURNMENT

At 9:10 p.m., Councilman Ince made a **motion** to adjourn the meeting. Councilwoman Mecham seconded the motion, which passed by unanimous vote (5-0).

______________________________ ________________________
Mackenzie Wood, City Recorder Date Approved

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Katie Rust, Recording Secretary

Minutes of the Centerville **City Council** meeting held Wednesday, March 19, 2019 at 7:00 p.m. at Centerville City Hall, 250 North Main Street, Centerville, Utah. The meeting was called to order at 7:07 p.m.

MEMBERS PRESENT

Mayor	Clark Wilkinson
Council Members	Tamilyn Fillmore (left the meeting at 11:02 p.m.)
	William Ince
	Stephanie Ivie
	George McEwan
	Robyn Mecham
STAFF PRESENT	Steve Thacker, City Manager
	Mark Marchant, Streets Supervisor
	Randy Randall, Public Works Director
	Lisa Romney, City Attorney
	Jacob Smith, Management Services Director
	Cory Snyder, Community Development Director
	Jamie Brooks, Recording Secretary
VISITORS	Jason Burningham, Lewis Young Robertson & Burningham
	Brant T. Hanson
	Interested Citizens
PRAYER OR THOUGHT	Councilmember Fillmore

In honor of Steve Thacker's last City Council meeting as the City Manager of Centerville, the Centerville Junior High Choir sang the National Anthem in addition to a second musical number.

OPEN SESSION

Jake Layton – Chair of Centerville's Trails Committee, explained that the committee members had just received a copy of the draft *Foothills Management Plan*. He and the other members were surprised and upset that they were not involved in the drafting of the plan. Moreover, they disagreed with much of what was contained in it. He asked that the City Council appoint two committee members to the ad hoc committee proposed in Item #4 on the meeting agenda. He also felt some additional residents should be added to the ad hoc committee.

Mark Oligschlaeger- He, too, was disappointed in the fact that the City's Trails Committee was not included in the planning process of the *Foothills Management Plan.* He indicated there was a lack of good communication and that creating the plan had not been a collaborative effort. Although he understood that this was only a draft, he felt it misrepresented the nature of what the Trails Committee had tried to create. Like Mr. Layton, he hoped the Trails Committee would be represented on the ad hoc committee in addition to other community members.

Sunny Larsen –Explained that she was not only on the Trails Committee but was also a professional trails specialist. It appeared to her that the new ad hoc committee intended to remove the mountain biking trails. She knew of no other trail system in Utah that prohibited mountain bikes. She felt there had either been a misunderstanding or was some prejudice against mountain bike trails. She was working on hundreds of trail projects around the nation and almost all of them were multi-use or shared purpose. She pointed out that equestrian users caused more erosion on trails than did mountain bikers. She indicated that trails would not cause erosion as long as they were professionally planned and improved. Mountain biking helped support the community, improved health, promoted volunteerism and preserved open space. Biking and hiking on trails were also activities that families could take part in together. The State provided outdoor recreation grants and competition for those grants was increasing. Ninety-five percent of the residents surveyed last year wished to have a trail system that allowed mixed uses.

MINUTES REVIEW AND ACCEPTANCE

The minutes of the March 5, 2019 regular meeting were reviewed. Councilmember Fillmore **moved** to accept the minutes as presented. Councilmember Ince seconded the motion which passed unanimously (5-0).

SUMMARY ACTION CALENDAR

a. Accept Public Right-of-Way and Access Easement from Centerville Deuel Creek Irrigation Company for extension of 100 South.

Mayor Wilkinson explained that Summary Action Item **a** would not be addressed that evening, but would be tabled to the following meeting.

b. Approve purchase of pickup truck for the Parks Department

Councilmember Ince **moved** to approve item “b” on the Summary Action calendar. Councilmember Fillmore seconded the motion which passed unanimously (5-0).

PUBLIC HEARING – JOB VALUE AND COMPENSATION SCHEDULE

Mayor Wilkinson explained that this compensation schedule was the result of a great deal of time and effort that began with the hiring of a consultant in August 2018.

Councilmember Ince mentioned that among the non-management positions there are some that lagged by as much as 18%. He did not recall hearing that figure previously. Mr. Thacker responded that 18% would have been an outlier but he did not recall what position it was off the top of his head. He said the average for non-management positions was five to six percent below the market target. Councilmember Ince indicated he still wished to see specific salaries associated with each job title.

Councilmember Fillmore pointed out that the item on the agenda that evening was whether or not to approve the associated ordinance. She asked Councilmember Ince if he was ready to vote on the ordinance or if he needed more time. He responded that he would prefer more time but agreed to move forward. Jacob Smith invited Councilmember Ince to visit with him in his office at some point and he would walk him through the specific information.

Mayor Wilkinson opened the Public Hearing at 7:42 p.m. There was no one who wished to speak and Mayor Wilkinson closed the public hearing.

Councilmember McEwan **moved** to approve Ordinance 2019-04, adopting the new Job Value and Compensation Schedule. Councilmember Fillmore seconded the motion.

Councilmember Ivie indicated that she still had concerns about the schedule and thought there might be a disconnect between what the Council had said were its priorities and what it was funding. Councilmember Fillmore responded that they now had the data which was the foundational layer to make policy decisions. Councilmember Ivie felt the ordinance tied the Council's hands. Councilmember McEwan pointed out that at a previous work session, the Council had agreed the model was fundamentally sound and that they were comfortable moving forward. Councilmember Ince spoke in support of the motion.

Councilmember McEwan agreed that the data could have been presented in a more readable fashion. Steve Thacker explained for the benefit of the public that the schedule adopted pay ranges for each position in the City but did not provide guidance regarding pay raises. However, he recommended that the compensation for employees whose current salaries are below the new minimums be increased to meet the new minimum compensation levels if/when the ordinance went into effect. For non-management positions, compensation was compared with all cities along the Wasatch Front, regardless of population. For management positions, only municipalities with populations between 10,000 and 30,000 people were used as the comparative market data.

The motion to approve Ordinance 2019-04 passed unanimously (5-0).

APPOINT AD HOC COMMITTEE TO REVIEW FOOTHILLS MANAGEMENT PLAN

Cory Snyder presented information regarding the creation of an ad hoc committee to review the *Foothills Management Plan.* Councilmember Fillmore asked that he address the process that had taken place thus far, rather than dive into the language of the draft. Councilmember McEwan asked him to speak to the concerns that had been brought forth during the open session.

Mr. Snyder stated the process had been somewhat fluid. A process was discussed in an open meeting in April 2018, but the project had not advanced as scheduled. Staff had conducted an internal review of the property to assess current conditions. Originally the Committee was scheduled to be created sooner but due to some technical concerns, they had opted to delay forming the committee until after the internal assessment. Instead, a Strategy Task Group was created in late August to address those technical issues. Several weeks ago, Mr. Snyder had approached the City Council expressing concern about staff making decisions about the use of the property without Council input. However, he was comfortable drafting a potential management plan. He felt the plan was a step between the strategy of "how do we handle this property?" and the final outcome of uses. The Task Group had assigned different entities to vet certain uses on the property. He pointed out that this information had been provided in a November email with direction to distribute it to the Trails Committee. He received responses from individuals on both the Trails and Parks Committees. He pointed out that the plan as currently written did not prohibit mountain bikes. It merely mentioned concern about them. The plan needed to balance a variety of uses and an ad hoc committee was now needed to vet the findings of the plan which had come from a variety of meetings, conversations and data. He asked that the Council identify those individuals or entities it wished to have a seat on the committee.

Councilmember Fillmore wished to ensure that those who had put in hundreds of hours of work and had the needed information, were included in the ad hoc committee. She preferred to have two members come from the current Trails Committee. Councilmember McEwan pointed out that there was a sizable OHV dealer in the City and perhaps they should be included on the committee. Mr. Snyder stated that Chief Child had reached out to the business previously and there had not seemed to be a great deal of interest in participating. The Council discussed which other interest areas within the City should be represented. Ms. Romney wished to confirm the Council's final direction regarding the make-up of the ad hoc committee:

- 1-2 City Staff members - Public Works (Drainage/Utility Division and City Engineer)
- 1 City Staff – Public Works (Streets Division)
- 2 Trails Committee representatives (1 from the Committee itself; 1 appointed by the Committee)
- 1 Parks Committee representative
- 1 City Council representative
- 2 Island View area residents (1 neutral, 1 concerned)
- Four select interest groups (gun club, OHV user, equestrian user and hiker/runner)

This would leave a total of 12-13 Committee members. The Community Development Department would facilitate the meetings of the new committee.

Councilmember Ince **moved** to create an ad hoc committee as outlined in the discussion, in order to help refine the management plan for the 180 acres on the hillside. Councilmember McEwan seconded the motion which passed unanimously (5-0).

Councilmember Fillmore would find a hiker/runner interested in serving on the Committee. Councilmember Ince would contact the gun club for a recommendation. Councilmember Ivie would contact the OHV business. Councilmembers Ivie and Fillmore would work on locating an interested party from the equestrian community and Councilmember Ivie was aware of interested parties from the Island View area. It was agreed that the proposed names would be provided to Mr. Snyder within one week.

AWARD OF BID – SIDEWALK REPLACEMENT PROJECT

Mr. Thacker explained that in the agenda packet was a summary of what had taken place on the project since Autumn. Approximately $20,000 of work for the residents who responded to the City's invitation to share costs of sidewalk repair was complete or nearly so. Funding for a larger amount of work was now sought—none of which involved the removal of trees. Staff did not recommend going with the lowest bid as there was no evidence that the low bidder had experience doing cement work only demolition.

Councilmember Ince **moved** to award a bid for sidewalk repair to JMR Construction in the amount of $71,884, based on the City Engineer's recommendation. Councilmember Ivie seconded the motion which passed unanimously (5-0).

Councilmember Ince expressed appreciation to Mr. Thacker for providing him with the information he needed to deliver to numerous residents that had contacted him on this topic.

Mr. Thacker indicated that between the roughly $20,000 spent in the Fall, the $71,884 now being encumbered and some engineering oversight, $100,000 will have been spent, which was the total budgeted for sidewalks repair in FY 2019.

The Council asked that Mark Marchant report back with the number of minor and major sidewalk faults that were corrected after the next phase of repairs was completed. An emailed report would be sufficient.

The City Council recessed at 8:45 p.m. and reconvened at 9:03 p.m.

PROPOSAL FOR IMPROVING LUND LANE IN CONJUNCTION WITH DEVELOPER OF FARMINGTON SUBDVISION

Steve Thacker explained that there was a proposal that as the developer on the Farmington side of Lund Lane built the road, Centerville re-build 9.5 feet of the roadway on the Centerville side. He recommended the City plan a cost of roughly $60,000. He pointed out that this project was not included in the list of capital projects in that evening's City Manager's report, but that funding was still available. (This was assuming that the bids for the other projects came in at or below the estimates). If they came in higher, it would be necessary to strike one of the overlay projects in order to complete this Lund Lane work.

Ms. Romney explained that Farmington would prepare an agreement formalizing the arrangement and that would be brought back to the City Council. However, Farmington was willing to allow the developers to move forward at their own risk. Additionally, the contractor wished to close Lund Lane during construction which would affect one driveway. Access would be provided for that homeowner.

Mayor Wilkinson did not wish to commit $60,000 without making a motion on the matter. Mr. Thacker stated he would also be more comfortable with a formal motion to move forward on the project.

Councilmember Ince **moved** to approve the tentative arrangement with Farmington in an amount not to exceed $60,000 for the re-build of Lund Lane as discussed. Councilmember Ivie seconded the motion which passed unanimously (5-0). Ms. Romney would bring a written agreement with Farmington back to the City Council at a future date.

Councilmember Ince **moved** to recess the City Council meeting at 9:11 p.m. and convene the Redevelopment Agency/Administrative Control Board meeting. Councilmember McEwan seconded the motion which passed unanimously (5-0).

The Redevelopment Agency adjourned their meeting and the regular City Council meeting reconvened at 10:21 p.m.

ISLAND VIEW PARK PROJECT – REVIEW UPDATED FINANCIAL SUMMARY OF FUNDING AND ESTIMATED COST FOR ISLAND VIEW PARK PROJECT PHASES I AND II; AND CONSIDER RESOLUTION OF INTENT TO ENTER INTO LEASE PURCHASE AGREEMENT WITH ZIONS BANK

Mr. Thacker stated that in order to ensure the City did its due diligence, he had felt it would be best for the City to get independent advice regarding other funding options for this project than that which was provided by Zions Bank. Therefore, Staff had spoken at length with Jason Burningham of Lewis Young Robertson & Burningham. Mr. Burningham indicated that revenue bonds could be issued for a 7-year period, secured by a portion of the Recreation, Arts and Parks (RAP) taxes. The anticipated reduction in interest rate was sufficient to off-set the increased issuance fees. Mr. Burningham projected a significantly better interest rate by proceeding in this manner. He was in the process of creating a comparison between the two options and was expecting to make it available to the City by the end of the week. The fees for Mr. Burningham's firm's work would be incorporated into the cost of the bond issuance. Approving a Parameters Resolution as soon as possible would allow the City to take final action on this by the first City Council meeting in May, prior to awarding a bid for the Island View Project. Mr. Thacker then distributed an updated Cash Flow Analysis for the Island View Park Project. The park impact fees had been removed per previous City Council direction. The estimate was that the City's funding would be $487,146 less than what is needed for Phase 1.

Councilmember Fillmore pointed out that impact fees would provide additional revenue. Mr. Thacker responded that would be applied to the payments to the Recreation District as it related to the community park expansion. Mr. Thacker had provided Mr. Burningham with the figures in the cash flow analysis.

Mr. Burningham indicated that the City could borrow approximately $1.5 million for the project based on the RAP tax analysis and that they could proceed in one of two ways—a real property lease or a bond. A bond required 30 days' public notice once the Parameters Resolution was adopted. Mr. Thacker recommended that if the Council wished to move forward with a bond, it would be best to hold a special meeting the following week in order to meet the project's timeline.

Mr. Thacker asked if the Council was still supportive of borrowing funds to complete Phase I in its entirety and to proceed with Phase II. Councilmember Fillmore was comfortable doing so but Councilmember Ince preferred to reduce the $1.5 million by borrowing from other City funds. Councilmember Fillmore responded that if the Council had bought into the principle that waiting on the Parks projects that would be provided by the RAP tax funds was more costly than borrowing the money, it made sense to borrow as much as they were comfortable borrowing because both phases would be finished and the money would be spent at a low interest rate. There would still be other park projects that needed funding and if it made financial sense, the Council could then discuss borrowing from other City funds. Mr. Thacker pointed out that the Public Treasurer's Investment Fund (PTIF) was earning 2.97% interest the previous month.

Councilmember Ince stated that the constituents he had spoken to preferred to borrow less money. While he was not saying he would vote against borrowing that amount, he preferred to borrow less. Councilmember McEwan wondered at what point administrative costs made borrowing ineffective. Councilmember Ince was less concerned with administrative costs than with the fact that the residents had indicated a preference to limit borrowing. Councilmember Fillmore pointed out that the City conducted a Master Plan Survey, which included a question about bonding with RAP tax funds. In that survey, a majority (53%) of those with an opinion answered in the affirmative. Councilmember Ivie countered that 47% of those with an opinion did *not* wish to bond. Additionally, she stated that some residents had expressed interest in reducing the cost through their own sweat equity as an alternative to bonding. Councilmember Ince thought that was a laudable idea but was impractical in today's world.

Mr. Burningham mentioned that if it increased the Council's level of comfort, there was no penalty for early bond payments if other revenues became available. Councilmember Ince responded that the City would be better off with the money in the PTIF.

Mr. Burningham asked for the Council to provide direction regarding a dollar amount for the Parameters Resolution. If $1.5 million was the Council's target amount, he recommended a couple hundred thousand dollars as a buffer, knowing that it would likely be a lesser dollar amount. 3% appeared to be a maximum interest rate that the Council was comfortable with and seven years was the maximum term. Those were the parameters that needed to be identified in order to draft a resolution. He pointed out that the resolution would declare the Council's intent, but would not bind the Council until their decision was officially ratified in May.

The Council would convene a Special Meeting to review and potentially approve the resolution on Tuesday, March 26 at 5:30 p.m.

Councilmember Fillmore left the meeting at 11:02 p.m.

MUNICIPAL CODE AMENDMENT – CMC 8.03 – CEMETERY REGULATIONS

Ms. Romney explained that there was a conflict between the City's Fee schedule and this particular ordinance regarding cemetery regulations. Currently, City Fee Schedule allowed one to purchase a burial right only when in immediate need. Therefore, she proposed a code amendment to address the conflict.

Regarding 6.010(1)(d) in the *Cemetery and Burial Fees*, Councilmember Ince had been under the impression that there was a provision that allowed a former Centerville resident to still be considered a resident for a period of three years upon moving elsewhere, even if the move was *not* to a medical or residential care facility. He and Councilmember Ivie felt that moving in with family outside of Centerville ought to be treated the same as moving into a facility. Ms. Romney mentioned there had been a discussion during a previous meeting about how long an individual could live with family outside of Centerville but still be considered a resident for purposes of this provision. It was determined that the concern would be addressed at some point in the future but that the Council would move forward on the currently proposed ordinance amendment.

Upon reviewing this chapter in its entirely, Staff recommended an amendment to 8.03.280, eliminating the liability clause and instead, handling liability on a case by case basis.

Councilmember McEwan **moved** to approve Ordinance 2019-05, amending Centerville Municipal Code 8.03.090 regarding the purchase of Right of Burial for Centerville City Cemetery, and Section 8.03.280 regarding perpetual care obligation. Councilmember Ince seconded the motion which passed unanimously (4-0).

MUNICIPAL CODE AMENDMENT – CMC 3.01.130 – CHIEF OF POLICE

Ms. Romney explained that the Centerville Police Department is seeking formal accreditation by the Utah Chiefs of Police Association (UCOPA). One requirement was that the Police Chief must have full authority and control of the operation and administration of the Police Department. Because Utah Code §10-3-918 provided that the Chief of Police shall be "under the direction, control, and supervision of the person or body that appointed the Chief," she had reference to that code in the ordinance, providing that the Chief had authority "…subject to and in accordance with applicable provisions of Utah Code §10-3-918." Additionally, because State law now provided that a Chief had the authority to "create a child protection unit…" similar language was added to the City ordinance, even though there were no current plans to create such a unit.

Councilmember McEwan **moved** to adopt Ordinance 2019-06, amending Section 3.01.130 of the Centerville Municipal Code regarding the appointment and duties of the Chief of Police. Councilmember Ivie seconded the motion which passed unanimously (4-0).

FINANCIAL REPORT FOR 8-MONTH PERIOD ENDING FEBRUARY 28, 2019

Council agreed to pass over this matter due to lateness of the hour. Mayor Wilkinson pointed out that the agenda packet contained the applicable financial reports. He asked if the City Council wished to continue to receive monthly financial presentations or if they preferred to receive the financial report via email on a monthly basis with actual presentations only made quarterly. They agreed that the latter was preferable. However, Councilmember McEwan asked that when monthly reports were sent to the Council, that it be documented in an agenda for those residents interested in the information. Mr. Thacker indicated that the reports could be referenced in the agenda and posted on Novus as part of the City Manager Report.

MAYOR'S REPORT

- The U.S. Census Bureau would soon begin its work. Mayor Wilkinson would speak with Assistant Planner Cassie Younger regarding the census process in Centerville.
- Regarding the South Davis Metro Fire Service report, large trucks will be allowed on Legacy Parkway in 2020 which caused concern for many. Unfortunately, it was out of the City's control. Fire access was extremely challenging and it was possible that in the event of an emergency involving a semi on the south end of the Parkway, Salt Lake Fire would have to respond.
- 5-year-old Charlotte Healey's surgery had gone well and her family asked that in addition to keeping Charlotte in their thoughts, that the community keep the driver who was involved in their thoughts as well.
- The Mayor had three appointments to recommend. 1) Debbie Dahl to the Whitaker Museum Committee; 2) Shawna Dickamore to the Trails Committee; and 3) Julianne Zollinger to the Parks and Recreation Committee.

Councilmember Ince **moved** to approve all three appointments. Councilmember Ivie seconded the motion which passed unanimously (4-0).

CITY MANAGER'S REPORT

- Staff reported that the Planning Commission had recommended for approval the three-lot subdivision on Davis County property. The subdivision plat would soon come before the City Council. There had also been a CUP approved for a dog-grooming facility
- Mr. Thacker updated the City Council about calendar year 2019's infrastructure projects. There was sufficient funding in place for all the projects. But again, if bids came in higher than expected on the Streets projects, an overlay project might need to be omitted in order to cover the Lund Lane project costs
- The storm drains within Island View Park which would involve approximately $70,000 needed to be added to the list
- Mr. Smith indicated he had to prepare a tentative budget by May so he suggested choosing 2 or 3 dates for some future budget work sessions. The Department Heads also wished to have an opportunity to present their longer-term goals and objectives to the City Council. They suggested 5:30 p.m. on April 2 and April 16, 2019.

CLOSED MEETING

There was no need for a Closed Meeting.

ADJOURNMENT

Councilmember Ince **moved** to adjourn at 11:20 p.m. Councilmember Ivie seconded the motion which passed unanimously (4-0).

______________________________ ________________________
Mackenzie Wood, City Recorder Date Approved

____
Jamie Brooks, Recording Secretary

CENTERVILLE CITY COUNCIL WORK SESSION
BUDGET TRAINING
Tuesday, March 19, 2019
5:30 p.m.

Minutes of the Centerville City Council meeting held Wednesday, March 19, 2019 at Centerville City Hall, 250 North Main Street, Centerville, Utah. The Work Session was called to order at 5:32 p.m.

MEMBERS PRESENT

Mayor	Clark Wilkinson
Council Members	Tamilyn Fillmore
	William Ince
	Stephanie Ivie
	George McEwan
	Robyn Mecham
STAFF PRESENT	Steve Thacker, City Manager
	Lisa Romney, City Attorney
	Jacob Smith, Management Services Director
	Jamie Brooks, Recording Secretary
VISITORS	Kerri Nakamura, Utah League of Cities and Towns
	Brant Hanson

Mayor Wilkinson introduced Kerri Nakamura of Kerri Nakamura and Associates who he had invited to provide the City Council with training regarding the Budget process.

Ms. Nakamura provided a brief outline of her professional history before explaining that in Centerville's form of government, Steve Thacker and Brant Hanson were part of the administrative arm of the City while the Mayor and City Council were part of the legislative branch. It was the City's role to deliver services to the public in a transparent, efficient way. She mentioned two truths in government work-- there were not enough resources, and there were never enough people. If the answer to "why do we do things this way?" was "because we've always done it that way," perhaps there was a better way to do it that was worth exploring.

Ms. Nakamura suggested the following learning objectives for those gathered--

- Review and refresh basic municipal budget rules pertaining to Utah
- Develop a deeper understanding of Centerville's budget process, particularly the legislative role in that process
- Gain proficiency using financial reports, audit reports, and other tools to monitor the budget and the implementation of the City Council's policy objectives
- Identify the City Council's broad policy direction
- Dive deeply into capital project funding (pay as you go vs. bonding)

- Dive deeply into revenue policy issues, providing a 5-year planning tool

A budget was a financial plan-- the primary way the City communicated with the public about how public funds were being spent. She had seen a great budget message from Mr. Thacker but had seen nothing like that from the City Council to the residents. Such a message should come from the City Council saying, “this is what we are trying to achieve with your money.” Additionally, it should:

- Reveal major assumptions used in the budget
- Identify financial, economic and inflation factors
- Identify opportunities
- Focus attention on the changes from the prior years’ budget
- Establish an overall message

Planning mattered and budget planning mattered as well. When creating a budget, the Council should consider what was of value to Centerville.

If you don’t understand something in the budget, ask questions until you *do* understand it.

Budgeting Basics: Accountability took the place of profitability in the business world

- General Fund: Bread and butter public services were paid for from this fund
- Capital Projects Fund: An excellent long-term planning tool. When projects were completed, any excess funds remained there unless/until the City Council moved it elsewhere.
- Debt Service Funds
- Internal Service Funds
- Special Revenue Funds (RAP, etc.)

It was important to remember that rules for district boards were generally different from those that governed City Councils.

Budget Process in Utah:

- Prepare tentative budget (administrative responsibility)
- Make Tentative Budget available to public (Council’s responsibility)
- Provide notice of public hearing (Council’s responsibility)
- Make adjustments and adopt final budget (Council’s responsibility)
- File budget with State Auditor (generally administrative responsibility)

A *flat* budget was a **cut** budget because of inflationary factors

Ms. Nakamura suggested that a municipality review fees every 3 to 5 years (business license fees, water fees, etc.) on a rotating schedule. A City could schedule them so that each year it addressed a different fee. Sometimes a City might make a policy decision to NOT recover the costs of providing a certain service. That’s fine if it made a conscious decision to do that. But it should not subsidize a service because it never gott around to studying the fees and reviewing the actual costs of providing the service. Lisa Romney pointed out that a few years ago, Centerville had made changes to some fees and placed the Fee Schedule online.

However, not all fees were analyzed to ensure that 1) they met the cost of providing the service and 2) that a profit was not being realized inadvertently.

Ms. Nakamura then suggested that the City Council should provide budget policy direction to the City Manager earlier than in May each year. It was the Council's budget—not the administration's. In fact, when the annual budget was submitted to the State at the end of June, a City should begin working on the next years' budget in August.

She recommended that the City use its website to increase transparency. The public should know what was happening during the budget process. Adopting the budget at the same meeting that the City held a public hearing about it was basically telling the public that its input did not matter. Also, consider shifting the focus from what the City was spending, to what it was purchasing.

Points to consider when reviewing the tentative budget:

- Were revenue estimates realistic?
- Were fees reviewed and adjusted?
- How was one-time money used to balance the budget?
- Were transfers from other funds to the general fund reasonable and sustainable?
- Were expenditure projections aligned with historic trends?
- Were the appropriate units in the tentative budget aligned with the City Council's direction?
- Were alternative service delivery options considered?
- Was the City doing things/providing services simply because "we always have?"
- Was the Capital Improvement/Maintenance Plan being implemented?
- Were services aligned with resident's needs? (Requires a survey of residents)

Were the Councilmembers satisfied with the level of impact they had on the budget and Centerville's priorities? If not, were they willing/able to spend additional time year-round (and particularly in May) to have a larger impact on the final budget?

Centerville's Policy Objectives for the recent property tax increase were to address a structural imbalance, (promoting fiscal responsibility), street maintenance, public safety compensation and the fund balance. Therefore, the budget should reflect those objectives.

Ms. Nakamura displayed a graph depicting the City's general fund history from 2014 – 2018, as well as the spending history for the same time period. She also reviewed several details in Centerville's most recent Comprehensive Annual Financial Report. (CAFR).

Finally, Ms. Nakamura addressed the various elements of a good financial monitoring report. It should contain the following:

- Prior year actuals
- Current year budget
- Current year actual to date
- Prior year actual for the same period
- % of current year to date compared to budget

- A narrative discussing concerns, educating about trends, etc., projection of year-end position

The work shop adjourned at 7:01 p.m.

______________________________ ______________________________
Mackenzie Wood, City Recorder Date Approved

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Jamie Brooks, Recording Secretary

CENTERVILLE
CITY COUNCIL
Staff Backup Report
4/2/2019

Item No. 2.

Short Title: Summary Action

Initiated By: City Staff

Scheduled Time: 7:10

SUBJECT

a. Accept Public Right-of-Way and Access Easement from Centerville Deuel Creek Irrigation Company for Extension of 100 South
b. Approve Infrastructure Improvement Agreement with Sheffield Downs Centerville, LLC to allow construction of utilities prior to recording final subdivision plat
c. Accept Waterline and Public Utility Easement for Sheffield Downs Subdivision to secure easement rights for construction of waterlines and other utilities prior to recording final subdivision plat
d. Award bids for waterline construction for Sheffield Downs Subdivision
e. Award bid for Crack and Slurry Seal Project 2019

RECOMMENDATION

a. Accept Public Right-of-Way and Access Easement from Centerville Deuel Creek Irrigation Company for Extension of 100 South--subject to execution of easement by Deuel Creek Irrigation.
b. Approve Infrastructure Improvement Agreement with Sheffield Downs Centerville, LLC to allow construction of utilities prior to recording final subdivision plat.
c. Accept Waterline and Public Utility Easement for Sheffield Downs Subdivision to secure easement rights for construction of waterlines and other utilities prior to recording final subdivision plat.
d. Award bids for waterline construction for Sheffield Downs Subdivision as follows:

- To Craythorne Construction in the amount of $118,812.80 for labor;
- To Mountainland Supply in the amount of $49,945.24 plus tax for materials.

e. Award bid to Morgan Pavement Maintenance in the amount of $370,490 for Crack and Slurry Seal Project 2019.

BACKGROUND

a. Several years ago the City, County and US Forest Service entered into an Agreement to improve access for firefighting equipment on the foothills and cut back vegetation along the Firebreak Road. As part of this plan, the City paved the most easterly segment of 100 South Street--beyond Island View Drive--which junctions with the Firebreak Road. That road segment is located on property owned by Deuel Creek Irrigation. At the time, the City obtained permission from Deuel Creek Irrigation to make these road improvements, and the parties agreed that Deuel Creek Irrigation would either deed that road corridor or grant a perpetual easement for such. The City subsequently prepared and sent to Deuel Creek Irrigation a deed for this purpose. However, Deuel Creek Irrigation responded that they would grant an easement instead of deed the roadway to the City, and requested the legal description be narrowed. Therefore, recently the City Engineer prepared a new legal description and the City Attorney drafted the easement document, which has been sent to Deuel Creek Irrigation for execution.

b. The City Council recently approved the final subdivision plat for the Sheffield Downs Subdivision on December 18, 2018. The developer of the subdivision desires to start installing infrastructure and utilities for the subdivision prior to recording the final plat in accordance with applicable provisions of State law. The City is willing to allow the developer to commence construction of infrastructure and utilities for the subdivision prior to recording the final plat subject to entering into an agreement with the City regarding the terms and conditions of such construction. The attached Infrastructure Agreement has been prepared for this purpose.

c. As a condition of awarding the bids for the Sheffield Downs Subdivision waterline improvements (see "d" below), Staff recommends the Council accept the attached Waterline and Public Utility Easement.

d. With the acceptance of the Waterline and Public Utility Easement in "c" above, the Council can proceed with award of bids for labor and materials for the Sheffield Downs Subdivision waterline improvements. See attachment for bid results. The City Engineer recommends the labor bid be awarded to Craythorne. Staff recommend the materials bid be awarded to Mountainland Supply. The developer will pay for these water line improvements.

e. ESI solicited bids for the Crack and Slurry Seal Project 2019 for labor and materials (see attached bid tabulation). The City Engineer recommends the bid be awarded to Morgan Pavement Maintenance. The most recent Capital Improvement Program summary for 2019--seen earlier by the City Council--includes this project, and there is a sufficient balance in the Transportation Fund to cover this contract. However, the FY 2019 Budget will need to be amended before the end of the fiscal year to appropriate carry-over funds from FY 2018 that are being spent in the current fiscal year for several contracts.

The attached maps show which streets will receive crack seal and slurry seal. Note the slurry seal map distinguishes between Type II and Type III treatments. Type II consists of finer aggregate and is used in culdesacs and parking lots.

ATTACHMENTS:

Description

- Public Right-of-Way and Access Easement - Deuel Creek Irrigation
- 100 South Extension - Aerial Photo
- Infrastructure Improvement Agreement - Sheffield Downs
- Engineer's Estimate - Sheffield Downs
- Waterline and Public Utility Easement - Sheffield Downs
- Waterline and Public Utility Easement - Legal Description
- Sheffield Downs Waterline Bid Results
- Bid Tabulation - Crack and Slurry Seal 2019
- Crack and Slurry Seal Project 2019 Notice of Award
- Crack Seal Street Map
- Slurry Seal Street Map

WHEN RECORDED, MAIL TO:

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

Affects Parcel No.: 02-052-0061

PUBLIC RIGHT-OF-WAY AND ACCESS EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, **CENTERVILLE DEUEL CREEK IRRIGATION COMPANY,** a Utah non-profit corporation, hereby grants, conveys, sells and sets over unto **CENTERVILLE CITY,** a Utah municipal corporation, as Grantee, its successors, assigns, invitees, and licensees (collectively referred to as Grantee), a perpetual public right-of-way and access easement for the extension of 100 South Street to use, install, maintain, operate, repair, inspect, protect, remove, and replace public right-of-way and access facilities and related improvements, hereinafter called the "Facilities," said right-of-way and access easement being situated in Davis County, State of Utah, over and through a parcel of Grantor's land, which easement is more particularly described in **Exhibit A,** attached hereto and incorporated herein by reference.

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

Grantor shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way and easement, nor change the contour thereof, or interfere with the public improvements constructed within the right-of-way and easement. Pursuant to Utah law, if the property owner places buildings or improvements to land that interfere with the right-of-way and easement rights granted herein, the property owner shall bear the risk of loss or damage to those improvements resulting from the exercise of the easement rights granted herein.

This right-of-way and easement grant shall run with the land and shall be binding upon and inure to the benefit of the Grantor and Grantee and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor have executed this right-of-way and easement this _______ day of _________________________, 2019.

"GRANTOR"

CENTERVILLE DEUEL CREEK IRRIGATION COMPANY

By: ____________________________________

Its: ____________________________________

Accepted for Recordation by Centerville City:

_______________________________________   _______________________________________

Mackenzie Wood, City Recorder   Date

CENTERVILLE DEUEL CREEK ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF DAVIS)

On the _____ day of _____________________, 2019, personally appeared before me ____________________________, who being by me duly sworn, did say that (s)he is the ____________________________ of **CENTERVILLE DEUEL CREEK IRRIGATION COMPANY,** a Utah non-profit corporation, that the corporation is the legal property owner of record of the property subject to this easement, and that the foregoing instrument was duly authorized by authority of its Board and signed in behalf of said corporation.

____
Notary Public

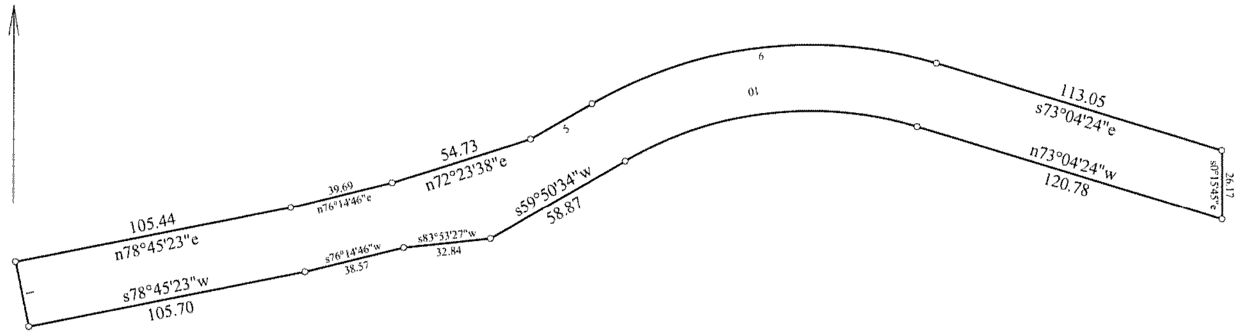
My Commission Expires: Residing at:

Exhibit A

Legal Description of Right-of-Way and Access Easement

Right of Way Easement Description
100 South Street Extension
Centerville

Beginning on the easterly boundary line of Valley View Heights Subdivision Plat "B", according to the official plat thereof recorded as Entry No. 269002 in Book "S" of Plats at Page 270 in the office of the Davis County Recorder, said point being S. 89°54'39" W. 656.73 feet and North 635.03 feet from the South Quarter Corner of Section 8, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence N. 11°54'00" W. 25.00 feet along said easterly boundary line; thence N. 78°45'23" E. 105.44 feet; thence N. 76°14'46" E. 39.69 feet; thence N. 72°23'38" E. 54.73 feet; thence N. 59°50'34" E. 26.77 feet to a point of curvature; thence easterly 135.59 feet along the arc of a 165.00-foot radius curve to the right (Note: Chord to said curve bears N. 83°23'05" E. for a distance of 131.81 feet) to a point of tangency; thence S. 73°04'24" E. 113.05 feet; thence S. 0°15'45"E. 26.17 feet; thence N. 73°04'24" W. 120.78 feet to a point of curvature; thence westerly 115.05 feet along the arc of a 140.00-foot radius curve to the left (Note: Chord to said curve bears S. 83°23'05" W. for a distance of 111.84 feet) to a point of tangency; thence S. 59°50'34" W. 58.87 feet; thence S. 83°53'27" W. 32.84 feet; thence S. 76°14'46" W. 38.57 feet; thence S. 78°45'23" W. 105.70 feet to the point of beginning. Containing 12,013 square feet or 0.276 acre.



Title: RW Easement Description 100 S St Extension		Date: 03-04-2019
Scale: 1 inch = 60 feet	File: RW Easement 100 S St Extension Revised 3-4-19.des	
Tract 1: 0.276 Acres: 12013 Sq Feet: Closure = n21.3212e 0.01 Feet: Precision =1/129875: Perimeter = 998 Feet		
001=n11.5400w 25.00	006: Rt, R=165.00 Bng=n83.2305e, Chd=131.81	011=s59.5034w 58.87
002=n78.4523e 105.44	007=s73.0424e 113.05	012=s83.5327w 32.84
003=n76.1446e 39.69	008=s0.1545e 26.17	013=s76.1446w 38.57
004=n72.2338e 54.73	009=n73.0424w 120.78	014=s78.4523w 105.70
005=n59.5034e 26.77	010: Lt, R=140.00 Bng=s83.2305w, Chd=111.84	

ArcGIS Web Map

3/7/2019, 12:49:06 PM

Parcels

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

Web AppBuilder for ArcGIS
Earthstar Geographics |

When recorded, return to:

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

Effects Parcels: 03-004-0150, 03-004-0099, 03-004-0139

INFRASTRUCTURE DEVELOPMENT AGREEMENT
(PRIOR TO RECORDING FINAL SUBDIVISION PLAT)
BETWEEN CENTERVILLE CITY AND SHEFFIELD DOWNS CENTERVILLE, LLC

THIS INFRASTRUCTURE DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the ________ day of April, 2019, by and between **CENTERVILLE CITY**, a Utah municipal corporation ("City") and **SHEFFIELD DOWNS CENTERVILLE, LLC,** a Utah limited liability company ("Developer").

RECITALS:

A. Developer owns approximately 5.53 acres of real property located at approximately 266 East Pages Lane in Centerville City, Davis County, State of Utah, as more particularly described in **Exhibit A,** attached hereto and incorporated herein by this reference (the "Property"); and

B. Developer has received conditional final plat approval for subdivision of the Property into 33 single-family residential lots as more particularly shown in the approved, but not yet recorded, Sheffield Downs Subdivision, conditionally approved by the City Council on December 18, 2018, as set forth in **Exhibit B,** attached hereto and incorporated herein by this reference ("Final Plat" or "Subdivision"); and

C. Centerville City Ordinances currently require subdivision developers to record the final subdivision plat and to post a bond with required security for the estimated cost of all public improvements and other required utilities and infrastructure improvements within the subdivision prior to any construction or development of the subject property; and

D. Pursuant *to Utah Code Ann*. § 10-9a-604.5, developers may begin construction of required utilities and infrastructure within the proposed subdivision prior to recording the final subdivision plat; and

E. In accordance with the provisions of Section 10-9a-604.5, Developer desires to commence construction of the required utilities and infrastructure for the Subdivision, both within the Subdivision and within portions of the public rights-of-way, prior to recording of the Final Plat; and

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

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

AGREEMENT:

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

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

2. **Subdivision Approval**. All development within the Subdivision and use of the Property shall be subject to and shall comply with the terms and conditions of the Final Plat approval and applicable provisions of the Centerville City Subdivision Ordinance or other applicable ordinances or construction standards. Nothing herein shall impact or affect the City's administrative decision-making authority with respect to approval of the Final Plat. The purpose of this Agreement is merely to address and allow installation of utilities and infrastructure prior to recording the Final Plat in accordance with *Utah Code Ann.* § 10-9a-604.5.

3. **Authority to Commence Installation of Infrastructure and Utilities**. Subject to and conditioned upon the terms and conditions of this Agreement and compliance with applicable City Ordinances and permit requirements, Developer is authorized to install certain infrastructure and utilities for the Sheffield Downs Subdivision, both within the Subdivision and within portions of the adjacent public rights-of-way. Such infrastructure and utilities include those improvements more particularly set forth in the Engineer's Estimate dated March 12, 2019 ("Engineer's Estimate"), as attached hereto and incorporated herein by reference as **Exhibit C,** including, but not limited to, street construction and demolition, storm drains, land drains, and culinary water lines ("Infrastructure and Utilities").

4. **Assumption of Risk**. Developer acknowledges that City Ordinances currently require final subdivision plats to be recorded prior to installation of

infrastructure and utilities and a bond to be posted or provided to the City for the estimated cost of all such improvements. Developer acknowledges that it is requesting the City to allow Developer to proceed with the installation of Infrastructure and Utilities prior to recording the Final Plat pursuant to authority under *Utah Code Ann.* § 10-9a-604.5, and Developer acknowledges it is proceeding at its own risk. Developer further understand that before the Final Plat can be recorded, Developer shall be required to comply with all conditions precedent as provided herein and as otherwise required by subdivision approval and City Ordinances. Developer further acknowledges that the Engineer's Estimate for Infrastructure and Utilities as set forth herein are merely estimates and that Developer is required to install and pay for the actual cost of such improvements, whether such costs exceed the Engineer's Estimate or not.

5. **Infrastructure and Utilities within Public Rights-of-Way**. The installation of any Infrastructure and Utilities within the existing public rights-of-way or affecting City infrastructure shall comply with all approved Construction Drawings, City Ordinances, and Standard Specifications and Drawings regarding construction within the public right-of-way. Developer shall be required to obtain an Excavation Permit for construction within or the installation of any Infrastructure and Utilities in existing public rights-of-way. Developer shall be required to enter into the City's standard Improvements Agreement and to post an acceptable bond for the estimated amount of any and all Infrastructure and Utilities within the public rights-of-way or affecting City infrastructure, plus contingency and fees, as more particularly described in the Engineer's Estimate set forth in **Exhibit C.** As set forth in the Engineer's Estimate, Developer shall be required to post an acceptable bond in the amount of $26,675 relating to Utilities and Infrastructure within the public rights-of-way or affecting City infrastructure and pay applicable fees in the amount of $297,750.73. A fully signed and executed Improvements Agreement and acceptable bond shall be provided to the City prior to issuance of an Excavation Permit for any work within the existing public rights-of-way.

6. **Infrastructure and Utilities within Subdivision**. The installation of any Infrastructure and Utilities within the Subdivision shall comply with all City Ordinances, Standard Specifications and Drawings, and permitting requirements regarding construction of public improvements and subdivision infrastructure. Installation of such improvements shall comply with approved Construction Drawings for the project. Except as otherwise provided herein or in the Engineer's Estimate, such as for the culinary water line improvements, the Developer shall not be required to bond for or enter into an Improvements Agreement for Infrastructure and Utilities located solely within the Subdivision prior to recording the plat.

7. **Culinary Water Improvements.** The City installs its own culinary water line improvements for all subdivisions or developments. In accordance with applicable City Ordinances, Developer shall be required to pay to the City the estimated cost of construction of the culinary water line improvements as more particularly described in the Engineer's Estimate set forth in **Exhibit C**. The estimated culinary water line costs shall be paid to the City prior to commencement of construction of Infrastructure and Utilities within the Subdivision or issuance of an Excavation Permit for installation of

Infrastructure and Utilities in the public rights-of-way, whichever is sooner. The estimated cost of the culinary water line improvements is merely an estimate and Developer shall be required to pay for the actual cost of construction which shall be determined by the City after completion of the improvements. The City shall send Developer an invoice for any additional costs and/or return to Developer any excess funds from the estimated amount.

8. **Culinary Waterline Easements.** Developer shall provide the City with permanent easements, including legal descriptions to be prepared by Developer, for the proposed and/or installed culinary water line improvements within the Subdivision. Such permanent easements shall be provided to the City prior to final execution of this Agreement.

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

10. **Utility Disconnect and Site Unwinding Deposit**. Developer agrees to provide a $25,000 bond acceptable to the City for the purpose of securing site reclamation, erosion control, utility disconnect, and other necessary issues ("Site Unwinding Deposit"), should Developer fail to record the Final Plat within the time frames set forth in Section 18 and/or fail to complete all Infrastructure and Utilities in accordance with City Ordinance requirements and deadlines. The Site Unwinding Deposit shall be provided to the City prior to commencement of construction of Infrastructure and Utilities within the Subdivision or issuance of an Excavation Permit for installation of Infrastructure and Utilities in the public rights-of-way, whichever is sooner. If Developer fails to record the Final Plat within the time frames set forth in Section 18, the City shall issue a stop work order prohibiting further installation of the Infrastructure and Utilities and/or development within the Subdivision. In addition to the stop work order and any other remedy allowed by law or City Ordinance, the Site Unwinding Deposit, or any portion thereof, may be used by the City to restore the Property and/or to remedy any breach of this Agreement or Ordinance violation. The Site Unwinding Deposit is included as part of the Engineer's Estimate set forth in **Exhibit C.**

11. **Construction Drawings**. Developer shall submit final project plans, profiles, design, specifications and construction drawings ("Construction Drawings") for all Infrastructure and Utilities for review and approval by the City Engineer. Construction Drawings must be approved by the City Engineer prior to commencement of any development activity on the Property and prior to issuance of any permits for development. All Infrastructure and Utilities shall be constructed and installed in

accordance with approved Construction Drawings and applicable City Ordinances and specifications as determined necessary by the City Engineer. Any installation or construction of Infrastructure and Utilities that does not comply with the approved Construction Drawings shall be deemed a breach of this Agreement in addition to any applicable Ordinance violation or bond security. Construction Drawings shall also be approved by applicable utility providers as more particularly set forth in Section 12.

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

13. **Construction Easements**. Developer hereby grants the City a temporary construction and access easement on and over the Property and grants its permission to the City, its agents, inspectors and contractors, to install, complete, repair and inspect the construction of the culinary water line, the Infrastructure and Utilities, and any other public improvements within the Subdivision. Developer may also be required to provide separately recorded easements for waterline, sewer or other infrastructure to be installed within the Subdivision, as approved by the City or other applicable provider. Any separately recorded easements shall be shown on the final plat prior to recording.

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

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

16. **Commencement of Infrastructure and Improvements**. Developer shall not commence construction of any Infrastructure and Utilities within the Subdivision until and unless Developer has paid all required inspection and impact fees, paid for the estimated cost of the culinary water line installation, paid the Site Unwinding Deposit, obtained approved Construction Drawings, submitted approved erosion control plan and SWPPP, held pre-construction meeting with City, and met all other applicable City Ordinance requirements, including applicable permitting.

17. **Inspections**. Developer shall request all required inspections and approvals of Infrastructure and Utilities as required under City Ordinances, standards and permits. Failure by Developer to obtain and pass required inspections and testing

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

18. **Deadline for Recording Final Plat**. The Final Plat was conditionally approved by the City Council on December 18, 2018. Pursuant to Section 15-4-112 of the City Subdivision Ordinance, the Final Plat is required to be recorded within six (6) months from the date of final plat approval or such approval shall be null and void. The Subdivision Ordinance does allow for one six-month extension for the recording of the Final Plat. In order to qualify for an extension, the Developer must petition the City Council in writing for an extension prior to the expiration of the original six months. The City Council may grant an extension "for good cause shown." Based on the provisions of Section 15-4-112, Developer must record the Final Plat or submit a request for an extension of the Final Plat by June 19, 2019. Developer agrees to accept all risk and liability for expiration of Final Plat approval, including any improvements and installation of Infrastructure and Utilities, should Developer fail to record the Final Plat by June 19, 2019 or other applicable date if an extension is granted by the City Council. If Developer fails to record the Final Plat within the time frames set forth herein the City may issue a stop work order prohibiting further installation of the Infrastructure and Utilities and/or development within the Subdivision.

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

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

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

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

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

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

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

26. **Building Permit Restrictions.** No building permits shall be issued until and unless the Final Plat is recorded and all applicable conditions of Final Plat approval have been met.

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

28. **Time Frames and Deadlines.** Nothing in this Agreement is intended to extend or waive any applicable time frame or deadline as set forth in applicable City Ordinances. Commencement and completion of construction within the Property shall comply with all applicable City Ordinance provisions.

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

30. **Indemnification.** Developer hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorney fees and court costs arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur within the Property or occur in connection with any off-site work done for or in connection with the Subdivision or any subsequent phase thereof and which shall be caused by acts done thereon, or any errors or omission of the Developer, its agents, servants, employees or contractors. In addition, Developer shall indemnify and hold the City and its officers, employees and representatives harmless from and against any claims, liability, costs and attorney fees incurred on account of any change in the nature, direction, quantity or quality of historical drainage flows resulting from the Property or the construction of any improvements therein.

31. **Insurance.** During the period from commencement of the work on the Property and ending on the date when Infrastructure and Utilities have been accepted, Developer, its contractors, agents and representatives, shall furnish, or cause to be furnished, to the City, satisfactory Certificates of Insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of at least $3,000,000 single limit naming the City as an additional insured. Developer shall require all contractors and other employees performing any work on the Property or in connection with development of the Property to maintain adequate workers compensation insurance and public liability insurance. Developer, its contractors, agents and representatives, shall provide such Certificates of Insurance to the City as a condition of and prior to issuance of an Excavation Permit for installation of the Infrastructure and Utilities within the public rights-of-way and/or the commencement of construction or installation of Infrastructure and Utilities within the Subdivision.

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

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

34. **<u>Default</u>.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in City Ordinances or otherwise permitted by law. Nothing herein shall limit the City's right to issue a stop work order for failure to record the Final Plat (as set forth in Section 18) or failure to obtain inspection or testing (as set forth in Section 17) and no notice of default is required for such action. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may have the following enforcement remedies. Prior to invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a ten (10) day cure period. All notices of default shall be provided in accordance with the Notice provisions set forth in Section 38. In the event the defaulting party does not cure the default within the required ten (10) day cure period or enter into a written agreement for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, have the following remedy or remedies:

a. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and specific performance, but not including damages as provided in Section 49.

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

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

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

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

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

36. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property. Unless otherwise provided, in the event of a sale or transfer of the Property, or any portion thereof, the buyer or transferee ("Subsequent Developer") shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed. Each buyer or transferee shall sign an assignment and assumption agreement in a form reasonably acceptable to the City agreeing to be bound by the terms and conditions of this Agreement as provided herein. Any reference to Developer or Developers herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.

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

38. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

To Centerville City:	Centerville City Attn: City Manager 250 North Main Street Centerville, Utah 84014
To Developer:	Sheffield Downs Centerville, LLC 215 N Redwood Road, Suite 8 North Salt Lake, Utah 84054

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

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

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

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

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

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

44. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and

a copy of this Agreement shall be recorded in the office of the Davis County Recorder, State of Utah. The persons signing for and on behalf of Developer warrant and represent that they are duly authorized and empowered to enter into this Agreement for and on behalf of Developer, and that by their signatures, they do bind Developer to the terms of this Agreement.

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

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

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

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

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

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

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

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

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

54. **<u>Termination</u>.** This Agreement shall terminate upon completion and fulfillment of all the obligations and terms of this Agreement; provided, Sections 30, 31 and 49 shall remain in full force and effect until expiration of the warranty period for public improvements and any bonded improvements, such as landscaping, and expiration of any applicable statute of limitation for contractual claims, takings issues, impact fee challenges, or other claim with respect to the terms and conditions of this Agreement ("Termination").

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

[Signature page to follow]

"CITY"

ATTEST:

CENTERVILLE CITY

____
Mackenzie Wood, City Recorder

By:________________________________
Mayor Clark A. Wilkinson

"DEVELOPER"

SHEFFIELD DOWNS CENTERVILLE, LLC

By:__________________________________

Its:__________________________________

SHEFFIELD DOWNS ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF __________)

On the _____ day of _______________, 2019, personally appeared before me__________________________, who being duly sworn, did say that (s)he is the ___________________________ of **SHEFFIELD DOWNS CENTERVILLE, LLC,** a Utah limited liability company, and that the foregoing instrument was signed on behalf of the limited liability company, and that said liability company freely and voluntarily executed the same.

____
Notary Public

My Commission Expires:

Residing at:

___________________________ __________________________________

EXHIBIT A

Property Description

PROPOSED SHEFFIELD DOWNS SUBDIVISION BNDRY: BEG AT A PT ON THE S LINE OF PAGES LANE, SD PT BEING S 89^36'33" W 254.34 FT ALG THE CENTERLINE OF SD PAGES LANE & S 0^38'20" W 33.00 FT FR AN EXIST BRASS MONU AT THE INTERSECTION OF SD PAGES LANE & 400 EAST STR, SD MONU BEING N 89^35'58" E 72.60 FT ALG THE 1/4 SEC LINE & S 0^15'48" W 313.06 FT FR THE E 1/4 COR OF SEC 18-T2N-R1E, SLB&M; & RUN TH S 0^38'20" W 403.88 FT ALG THE PARTY WALL LINE OF TWO BUILDINGS; TH N 89^55'08" W 58.55 FT ALG THE N WALL OF A STORAGE GARAGE; TH S 0^38'20" W 2.57 FT ALG THE W WALL OF SD GARAGE; TH S 89^36'37" W 555.26 FT ALG THE N BNDRY OF CINNAMON RIDGE SUBDIVISION; TH N 0^00'00" E 2.75 FT TO THE S LINE OF CHITOSE JOHNSON SUBDIVISION; TH S 89^51'40" W 39.15 FT; TH N 0^08'07" W 402.97 FT TO THE S LINE OF PAGES LANE; TH N 89^36'33" E 658.45 FT TO THE POB. CONT. 6.104 ACRES LESS & EXCEPT NW COR PARCEL BEING THE FUTURE LOT 34, SHEFFIELD DOWNS SUBDIVISION: BEG AT A PT ON THE S LINE OF PAGES LANE, SD PT BEING S 89^36'33" W 254.34 FT ALG THE CENTERLINE OF SD PAGES LANE & S 0^38'20" W 33.00 FT & S 89^36'33" W 436.73 FT FR AN EXIST BRASS MONU AT THE INTERSECTION OF SD PAGES LANE & 400 EAST STR, SD MONU BEING N 89^35'58" E 72.60 FT ALG THE 1/4 SEC LINE & S 0^15'48" W 313.06 FT FR THE E 1/4 COR OF SEC 18-T2N-R1E, SLB&M; & RUN TH S 0^21'26" E 113.22 FT; TH N 89^54'11" W 222.16 FT; TH N 0^08'07" W 111.33 FT TO THE S LINE OF PAGES LANE; TH N 89^36'33" E 221.72 FT ALG SD STR TO THE POB. CONT. 0.572 ACRES TOTAL ACREAGE 5.532 ACRES

EXHIBIT B

Proposed Sheffield Downs Subdivision Final Plat

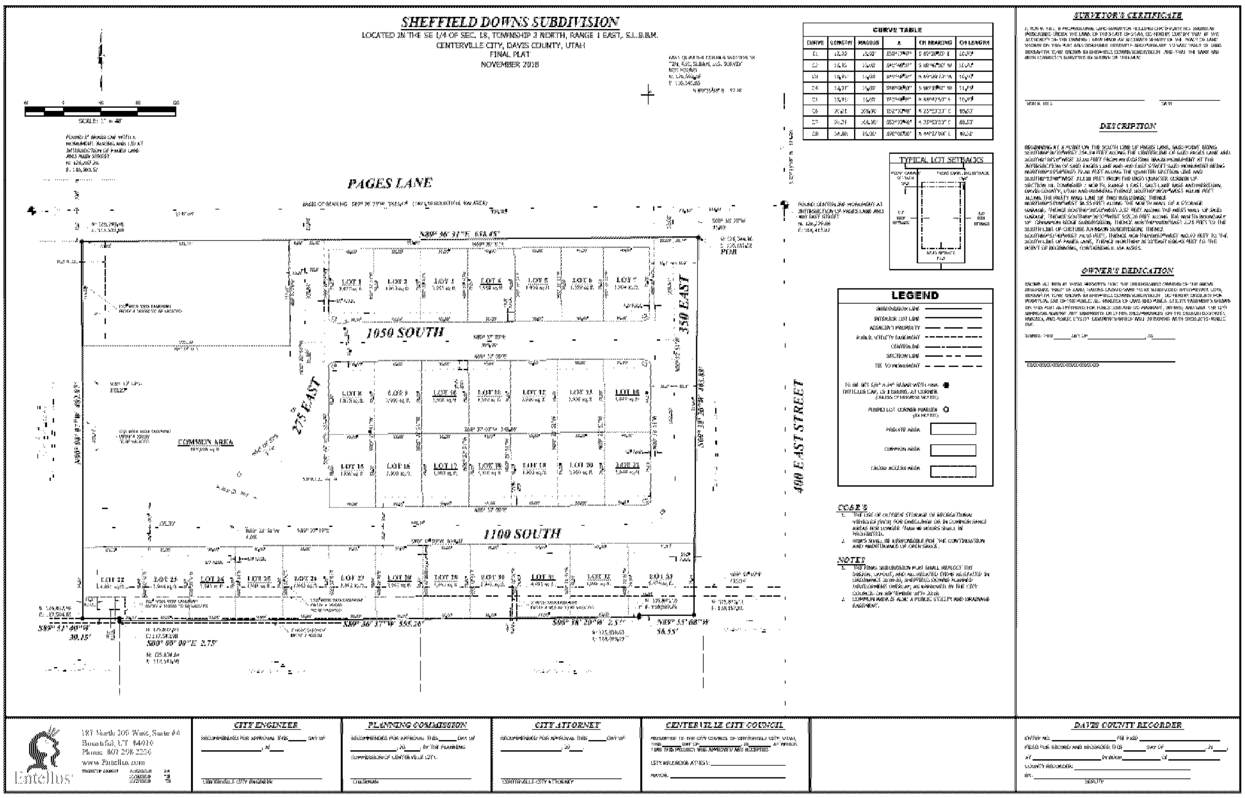


EXHIBIT C

Engineer's Estimate

ESI Engineering, Inc.
3500 South Main, Suite 206
Salt Lake City, Utah
Phone (801) 263-1752
Fax (801) 263-1780
Consulting Engineers & Land Surveyors

Project:	Sheffield Downs Subdivision		Sheet No. 1 of 3
Owner:	**Centerville City**		
Estimated by: BWN		Date: 3/12/19	Project No. 18-094
Checked by: KLC		Date:	

BOND ESTIMATE FOR IMPROVEMENTS IN EXISTING CITY ROW & FEE SCHEDULE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
	STREET CONSTRUCTION & DEMOLITION (A)				
1	Asphalt	25	TN	$75.00	$1,875.00
2	Curb and gutter	200	LF	$20.00	$4,000.00
3	Sidewalk and ped remps	500	SF	$5.00	$2,500.00
	Subtotal A (Items 1-3)				**$8,375.00**
	STORM DRAIN (B)				
4	15" PVC	20	LF	$35.00	$700.00
5	Inlet box	2	EA	$2,500.00	$5,000.00
6	48" MH	3	EA	$3,000.00	$9,000.00
	Subtotal B (Items 4-6)				**$14,700.00**
	LAND DRAIN (C)				
7	8" PVC	20	LF	$30.00	$600.00
8	48" MH	1	EA	$3,000.00	$3,000.00
	Subtotal C (Items 7-8)				**$3,600.00**
	Bond Total A-C (Items 1-8)				**$26,675.00**
	FEES				
1	Inspection Fee	2.05%			$24,123.99
2	Storm Drain Impact Fee	6.104	AC	$3,911.00	$23,872.74

BOND ESTIMATE FOR IMPROVEMENTS IN EXISTING CITY ROW & FEE SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
3	Video inspections of storm drains	3,030	LF	$1.50	$4,545.00
4	$2,026.00, Developer required to pay 50% at Plat Recordation)	33	EA	$1,013.00	$33,429.00
5	Culinary Waterline Fee				$186,780.00
6	Construction Unwinding Deposit				$25,000.00
	TOTAL FEES				**$297,750.73**

Note: These estimates were prepared as an opinion of cost based on current trends and construction activity in the area of the project at the time of plan preparation. This estimate is for the City's use to establish a basis for bonding and represents an opinion of what it may cost if the City is required to bid out and construct the project in the future. This estimate is based on plans prepared by the Developer and does not include all costs for the project.

WHEN RECORDED, MAIL TO:

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

Affects Parcel No.: 03-004-0155

WATERLINE AND PUBLIC UTILITY EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor, **SHEFFIELD DOWNS CENTERVILLE, LLC,** hereby grants, conveys, and sets over unto **CENTERVILLE CITY,** a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees, and franchisees (collectively referred to as Grantee), a perpetual right-of-way and easement to install, maintain, operate, repair, inspect, protect, remove, replace, and relocate water pipelines and related facilities and other public utility facilities, hereinafter called the “Facilities,” said right-of-way and easement being situated in Davis County, State of Utah, over and through a parcel of Grantors’ land, which easement is more particularly described in **Exhibit A,** attached hereto and incorporated herein by reference.

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

Grantor shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said right-of-way and easement, nor change the contour thereof, without the written consent of Grantee. Pursuant to Utah law, if the property owner places buildings or improvements to land that interfere with the easement rights granted herein, the property owner shall bear the risk of loss or damage to those improvements resulting from the exercise of the easement rights granted herein.

This right-of-way and easement grant shall run with the land and shall be binding upon and inure to the benefit of the Grantors and Grantee and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this right-of-way and easement this _______ day of _________________________, 2019.

"GRANTOR"

SHEFFIELD DOWNS CENTERVILLE, LLC

By: ____________________________________

Its: ____________________________________

Accepted for Recordation by Centerville City:

_______________________________________ _______________________________________

Mackenzie Wood, City Recorder Date

SHEFFIELD DOWNS CENTERVILLE, LLC ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF ____________)

On the _____ day of ____________________, 2019, personally appeared before me __________________________, who being by me duly sworn, did say that (s)he is the __________________________ of **SHEFFIELD DOWNS CENTERVILLE, LLC,** a Utah limited liability company, that the limited liability company is the legal property owner of record of the property subject to this easement, and that the foregoing instrument was duly authorized by the limited liability company by authority of its operating agreement and signed in behalf of said limited liability company.

____
Notary Public

My Commission Expires:

Residing at:

____________________________________ ____________________________________

Exhibit A

Legal Description of Waterline Easement

Intelligent. Innovative. Inclusive.

PROPOSED EASEMENT DESCRIPTION
ENTELLUS PROJECT #1008015, SHEFFIELD DOWNS
PREPARED March 15, 2019, by JRC

AN EASEMENT OVER THE PROPOSED SHEFFIELD DOWNS SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH, SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF PAGES LANE, SAID POINT BEING SOUTH 89°36'33" WEST 254.34 FEET ALONG THE CENTERLINE OF SAID PAGES LANE AND SOUTH 00°38'20" WEST 33.00 FEET FROM AN EXISTING BRASS CAP MONUMENT AT THE INTERSECTION OF SAID PAGES LANE AND 400 EAST STREET, SAID MONUMENT BEING NORTH 89°35'58" EAST 72.60 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°15'48" WEST 313.15 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 18, AND RUNNING THENCE SOUTH 00°38'20" WEST 403.88 FEET TO AND ALONG THE PARTY WALL LINE OF TWO BUILDINGS; THENCE NORTH 89°55'08" WEST 20.00 FEET ALONG THE NORTH WALL OF A STORAGE GARAGE; THENCE NORTH 00°38'20" EAST 76.55 FEET; THENCE SOUTH 89°37'09" WEST 619.03 FEET; THENCE SOUTH 00°08'07" EAST 76.03 FEET TO THE NORTH LINE OF CHITOSE JOHNSON SUBDIVISION; THENCE SOUTH 89°51'40" WEST 15.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 00°08'07" WEST 291.65 FEET; THENCE SOUTH 89°54'11" EAST 222.16; THENCE NORTH 00°21'26" WEST 113.21 FEET TO THE SOUTH LINE OF PAGES LANE; THENCE NORTH 89°36'33" EAST 436.74 FEET TO THE POINT OF BEGINNING.

Entellus™

LESS AND EXCEPTING A PARCEL DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS SOUTH89°36'33"WEST 254.34 FEET ALONG THE CENTERLINE OF PAGES LANE AND SOUTH 00°38'20" WEST 33.00 FEET TO THE SOUTH LINE OF PAGES LANE AND SOUTH 89°36'33" WEST 52.24 FEET AND SOUTH 00°22'51" WEST 10.00 FEET FROM AN EXISTING BRASS CAP MONUMENT AT THE INTERSECTION OF SAID PAGES LANE AND 400 EAST STREET, SAID MONUMENT BEING NORTH 89°35'58" EAST 72.60 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°15'48" WEST 313.15 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 18, AND RUNNING THENCE SOUTH 00°22'51" EAST 75.29 FEET; THENCE WESTERLY 10.95 FEET ALONG A 15.00-FOOT-RADIUS, NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41°48'37" CHORD BEARS SOUTH 68°42'50" WEST 10.70 FEET; THENCE SOUTH 89°37'09" WEST 323.00 FEET; THENCE 10.92 FEET ALONG A 15.92-FOOT-RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 39°17'47" CHORD BEARS NORTH 69°28'33" WEST 10.70 FEET; THENCE NORTH 00°22'51" WEST 75.23 FEET; THENCE NORTH 89°36'33" EAST 343.00 FEET TO THE POINT OF BEGINNING.

1470 South 600 West
Wood Cross, Utah
84010

Tel 801.298.2236
Web www.entellus.com

PROFESSIONAL LAND SURVEYOR
No. 9182497
Jeremiah
Cunningham
15 MAR, 2019
STATE OF UTAH

ALSO, LESS AND EXCEPTING A PARCEL DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT THAT IS SOUTH 89°36'33" WEST 254.34 FEET ALONG THE CENTERLINE OF SAID PAGES LANE AND SOUTH 00°38'20" WEST 33.00 FEET TO THE SOUTH LINE OF PAGES LANE AND SOUTH 89°36'33" WEST 52.24 FEET AND SOUTH 00°22'51" WEST 133.93 FEET FROM AN EXISTING BRASS CAP MONUMENT AT THE INTERSECTION OF SAID PAGES LANE AND 400 EAST STREET SAID MONUMENT BEING NORTH 89°35'58" EAST 72.60 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°15'48" WEST 313.15 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 18, AND RUNNING THENCE SOUTH 00°22'51" EAST 148.36 FEET; THENCE WESTERLY 10.95 FEET ALONG A 15.00-FOOT-RADIUS, NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41°48'37" CHORD BEARS SOUTH 68°42'50" WEST 10.70 FEET; THENCE SOUTH 89°37'09" WEST 333.86 FEET; THENCE NORTH 00°22'51" WEST 151.40 FEET; THENCE EASTERLY 12.07 FEET ALONG A 15.00-FOOT-RADIUS, NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 46°06'53" CHORD BEARS NORTH 66°33'42" EAST 11.75 FEET; THENCE NORTH 89°37'09" EAST 323.05 FEET; THENCE EASTERLY 10.95 FEET ALONG A 15.00-FOOT-RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41°48'37" CHORD BEARS SOUTH 69°28'33" EAST 10.70 FEET TO THE POINT OF BEGINNING.

Entellus

PROFESSIONAL LAND SURVEYOR
No. 9182497
Jeremiah
Cunningham
15 MAR, 2019
STATE OF UTAH

1470 South 600 West
Wood Cross, Utah
84010

Tel 801.298.2236
Web www.entellus.com

Steve Thacker

From:	Kevin Campbell <Kevin.Campbell@esieng.com>
Sent:	Friday, March 01, 2019 4:13 PM
To:	Taylor Spendlove; Lisa Romney
Cc:	Cory Snyder; Steve Thacker; Mackenzie Wood; Patrick Scott; Brian Naylor
Subject:	Sheffield Downs PUD - Culinary Waterline Bids & FINAL Bond Estimate / Fee Schedule
Attachments:	Sheffield Downs Subd. - FINAL Bond Estimate.pdf; Sheffield Downs Subd. - FINAL Culinary Waterline Estimate.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Taylor,

We do not have the bid tabulation completely put together yet for the Culinary Waterline but the bids received yesterday for labor are as follows:

1. Craythorne $118,812.80
2. Allied $159,865.80
3. MDI $161,170.00
4. SCI $181,813.10
5. Ormond $234,313.80

We have revised and updated the Bond Estimate and Fee Schedule as discussed. Give me a call with any questions on the bond estimate or fee schedule.

Also, I would like to have notes on the Final Paper Plat that indicate ownership of utilities and the lowest allowable FFE of buildings in relationship to the manhole where the sub-drain ties-in on Pages Lane.

Kevin

Kevin Campbell, P.E.
Centerville City Engineer

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

From: Taylor Spendlove <taylor@buildwithbrighton.com>
Sent: Thursday, February 28, 2019 3:44 PM

Water Line for Sheffield Downs
Project # 18-185

BID RESULTS
Date 2/21/2019

1.	Mountainland Supply	$49,945.24
2.	Western Water Works Supply	$51,526.44
3.	Ferguson	$52,559.10
4.	Core and Main	No Bid

We have reviewed the bid for materials from Mountainland Supply for $49,945.24 plus tax. We recommend awarding this bid to Mountainland Supply and find they meet all of the specifications.

Respectfully submitted,

Michael Carlson
Water Department Supervisor

MC

BID TABULATION FOR CENTERVILLE CITY

Crack Seal and Slurry Seal Project 2019 - #18-172				Morgan Pavement Maintenance		Intermountain Slurry Seal		American Pavment Preservation		Engineers Estimate	
Item No.	Description	Amounts	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Pavement Crack Seal including traffic control and mobilization	70	TN	$2,465.00	$172,550.00	$2,105.00	$147,350.00	$2,622.00	$183,540.00	$2,550.00	$178,500.00
2	Type II Slurry Seal CQS-1HP (catonic-quick setting polymer modified emulsion) - including mobilization and traffic control	10,000	SY	$1.38	$13,800.00	$1.54	$15,400.00	$1.30	$13,000.00	$1.45	$14,500.00
3	Type III Slurry Seal CQS-1HP (catonic-quick setting polymer modified emulsion) - including mobilization and traffic control	125,000	SY	$1.38	$172,500.00	$1.60	$200,000.00	$1.91	$238,750.00	$1.45	$181,250.00
4	Re-stripe all paint as is	1	Lump Sum	$11,640.00	$11,640.00	$12,500.00	$12,500.00	$12,000.00	$12,000.00	$25,000.00	$25,000.00
	Total				**$370,490.00**		**$375,250.00**		**$447,290.00**		**$399,250.00**

Section 00 51 00 — Notice of Award

Date: _04/02/2019

Project: Crack Seal and Slurry Seal Project 2019	
Owner: Centerville City	Owner's Contract No.: 18-172
Contract: Crack Seal and Slurry Seal Project 2019	Engineer's Project No.: 18-172
Bidder: Morgan Pavement Maintenance	
Bidder's Address: PO Box 190	
Clearfield, Utah 84089	

You are notified that your Bid dated 2/27/2019 for the above Contract has been considered. You are the apparent Successful Bidder and are awarded a Contract for Bid Schedule Items 1-4

The Contract Price of your Contract is Three Hundred Seventy Thousand Four Hundred Ninty 00/100 Dollars ($370,490.00).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:
   None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

____
Owner

By:______________________________
Authorized Signature

____
Title

Copy to Engineer

NOTES:

1. PLACE CRACK SEAL ON STREETS SHADED ON MAP AS PER ENGINEER.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL AND TO KEEP VEHICLES OFF OF PRODUCT UNTIL IT HAS CURED.
3. CONTRACTOR SHALL FOLLOW STANDARD SPECIFICATION 32 01 17.

REVISION	DATE	BY	DESCRIPTION	
				DESIGN BWN
				DRAWN BWN
				CHECKED KLC
				DATE 1/23/19

CRACK SEAL MAP 2019

CENTERVILLE CITY
CRACK SEAL & SLURRY SEAL 2019

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

SHEET 2 OF 5

PROJECT NO. 18-172

NOTES:

1. PLACE SLURRY SEAL ON STREETS SHADED ON MAP AS PER ENGINEER.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFICATIONS AND ALL TRAFFIC CONTROL.
3. CONTRACTOR SHALL FOLLOW STANDARD SPECIFICATION 32 01 13.

REVISION	DATE	BY	DESCRIPTION	
				DESIGN BWN
				DRAWN BWN
				CHECKED KLC
				DATE 1/23/19

SLURRY SEAL MAP 2019
COMBINED TYPE II & TYPE III

CENTERVILLE CITY
CRACK SEAL & SLURRY SEAL 2019

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

SHEET 5 OF 5

PROJECT NO. 18-172

CENTERVILLE
CITY COUNCIL
Staff Backup Report
4/2/2019

Item No. 3.

Short Title: Public Hearing - Final Subdivision Plat - Deuel Creek Place Subdivision

Initiated By: Tony Thompson, Davis County, Applicant

Scheduled Time: 7:10

SUBJECT

Consider the Final Subdivision Plat for the Deuel Creek Place Subdivision located at approximately 641 East 200 South

RECOMMENDATION

Approve the Final Subdivision Plat for the Deuel Creek Place Subdivision located at approximately 641 East 200 South, based on the findings and conditions set forth in the Staff Report.

BACKGROUND

On March 13, 2019, the Planning Commission reviewed and recommended for approval the Final Subdivision Plat for the Deuel Creek Place Subdivision located at approximately 641 East 200 South. The Staff Transmittal Report for this application is attached.

ATTACHMENTS:

Description

- 3-13-19 CC Transmittal Report Deuel Creek Place Final
- 3-13-19 CORRECTED PC Staff Report Deuel Creek Place Final
- 3-13-19 Deuel Creek Place Final Plat
- 3-13-19 Deuel Creek Place Development Plan

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

CITY COUNCIL TRANSMITTAL REPORT

PROPERTY OWNER/ APPLICANT:	**DAVIS COUNTY 61 SOUTH MAIN STREET PO BOX 618 FARMINGTON UT 84025**
PROPERTY LOCATION:	**641 EAST 200 SOUTH**
PARCEL NUMBER:	**02-104-0109**
PARCEL SIZE:	**0.9783 ACRES**
ZONING DISTRICT:	**RESIDENTIAL LOW**
APPLICATION:	**FINAL SUBDIVISION**

PLANNING COMMISSION RECOMMENDATION: APPROVE WITH CONDITIONS

BACKGROUND

After negotiations with the City regarding an exchange of property , the County property now wishes to subdivide their land into three single family lots. The old detention center to the north of this subdivision will remain open space, and the City property to the east of the lots will stay a trail that connects to 200 South.
The .9 acres of property under the County will develop into three single family properties along 200 south.

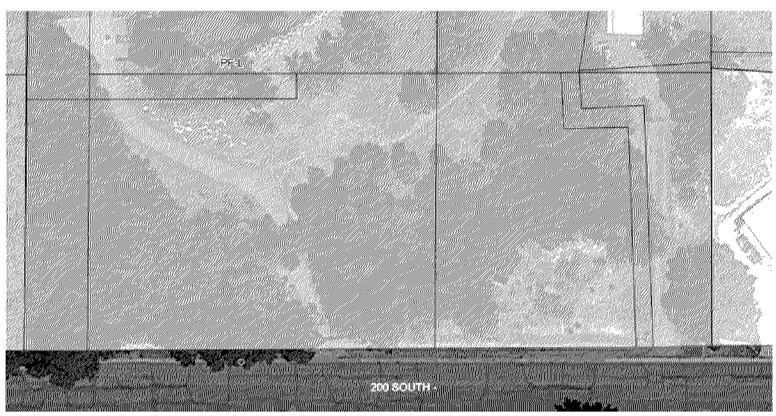


Figure 1 Area of Discussion - see Plat for Actual Subdivision Layout

On April 11, 2018, the Planning Commission accepted the Conceptual Plan for the Deuel Creek Place Subdivision. The Preliminary Plat was approved November 14th, 2018.

PREVIOUS CONDITIONS FROM PRELIMINARY

- *A Final Subdivision Application and Plat shall be submitted in accordance of CMC 15.04 of the Subdivision Ordinance.* COMPLETE
- *The Final Subdivision Submittal shall also provide the applicable subdivision infrastructure construction plans for the subdivision in accordance with CMC 15.04.104.* Development Plans submitted – Still to be approved by City Engineer
- *A plate note shall be prepared addressing the excavation for footings and foundation for "occupied/living space" to be free of groundwater or at least 1-foot above in elevation from the established groundwater level, as deemed acceptable to the City Engineer* Complete – Note #1
- *An easement and plat note shall be prepared and prepared addressing any grading changes desired by the lot owners to maintain the grades necessary to keep any flooding from expanding outside the current flood plain channel, as deemed acceptable by the City Engineer.* Complete – Note #2
- *The Final Subdivision Submittal shall address the compliance with the standards for the "buildable area" and "buildable area ratio" for the R-L Zone.* Not noted on Plat but is more than compliant with our standards
- *Any remaining "utility provider" sheets shall be submitted with the Final Subdivision Application.* Deuel Creek Water and South Davis Sewer submitted

PLANNING STAFF RECOMMENDATION

On March 13th, the Planning Commission made a motion to recommend approval to the City Council of the Final Subdivision Plat for the Deuel Creek Place Subdivision, with the following conditions:

1. *The Final Recordable Subdivision shall reflect the lot layout and engineering dated March 2019, as submitted Feb 29, 2019.*
2. *An updated current Title report shall be submitted with the submission of mylar*
    a. *Legal description of property to be confirmed with updated Title Report*
3. *The subdivision plat and construction plans shall be deemed acceptable to the City Engineer prior to recordation of the subdivision plat with Davis County*
4. *The applicant shall remove contours and existing features on the plat*
5. *Width of 200 South and sidewalks to the end of the property shall be shown on the Plat*
6. *The required improvement bond and associated fees shall be prepared, reviewed, and paid prior to the recordation of the subdivision plat with Davis County*
7. *The Final Plat shall be recorded at the County no later than six months after final approval from the City Council*
8. *Any remaining "utility provider" sheets shall be submitted*

Planning Commission Votes:

Commissioner	**Yes**	**No**	**Absent**
Hayman (Chair)	X		
Hunt	X		
Johnson	X		
Wright	X		
Daly			X
Hirst			X
Hintze			X

CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT

655 North 1250 West, Centerville, Utah 84014
(801) 292-8232

STAFF REPORT
AGENDA: ITEM 2

PROPERTY OWNER/ APPLICANT:	**DAVIS COUNTY 61 SOUTH MAIN STREET PO BOX 618 FARMINGTON UT 84025**
PROPERTY LOCATION:	**641 EAST 200 SOUTH**
PARCEL NUMBER:	**02-104-0109**
PARCEL SIZE:	**0.9783 ACRES**
ZONING DISTRICT:	**RESIDENTIAL LOW**
APPLICATION:	**FINAL SUBDIVISION**
STAFF RECOMMENDATION:	**RECOMMEND APPROVAL TO CITY COUNCIL WITH CONDITIONS**

BACKGROUND

After negotiations with the City regarding an exchange of property , the County property now wishes to subdivide their land into three single family lots. The old detention center to the north of this subdivision will remain open space, and the City property to the east of the lots will stay a trail that connects to 200 South.
The .9 acres of property under the County will develop into three single family properties along 200 south.

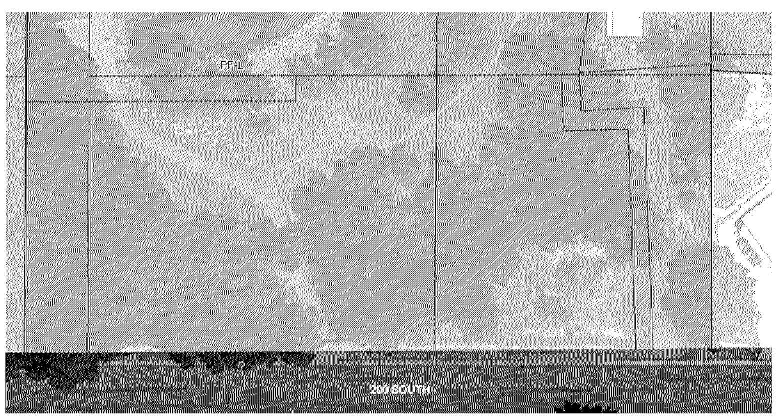


Figure 1 Area of Discussion - see Plat for Actual Subdivision Layout

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PREVIOUS CONDITIONS FROM PRELIMINARY

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- *Any remaining "utility provider" sheets shall be submitted with the Final Subdivision Application.* Deuel Creek Water and South Davis Sewer submitted

PLANNING STAFF RECOMMENDATION

I hereby make a motion for the Planning Commission to Recommend Approval to the City Council of the Final Subdivision Plat for the Deuel Creek Place Subdivision, with the following conditions:

1. *The Final Recordable Subdivision shall reflect the lot layout and engineering dated March 2019, as submitted Feb 29, 2019.*
2. *An updated current Title report shall be submitted with the submission of mylar*
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7. *The Final Plat shall be recorded at the County no later than six months after final approval from the City Council*
8. *Any remaining "utility provider" sheets shall be submitted*

Suggested Reasons for the Action:

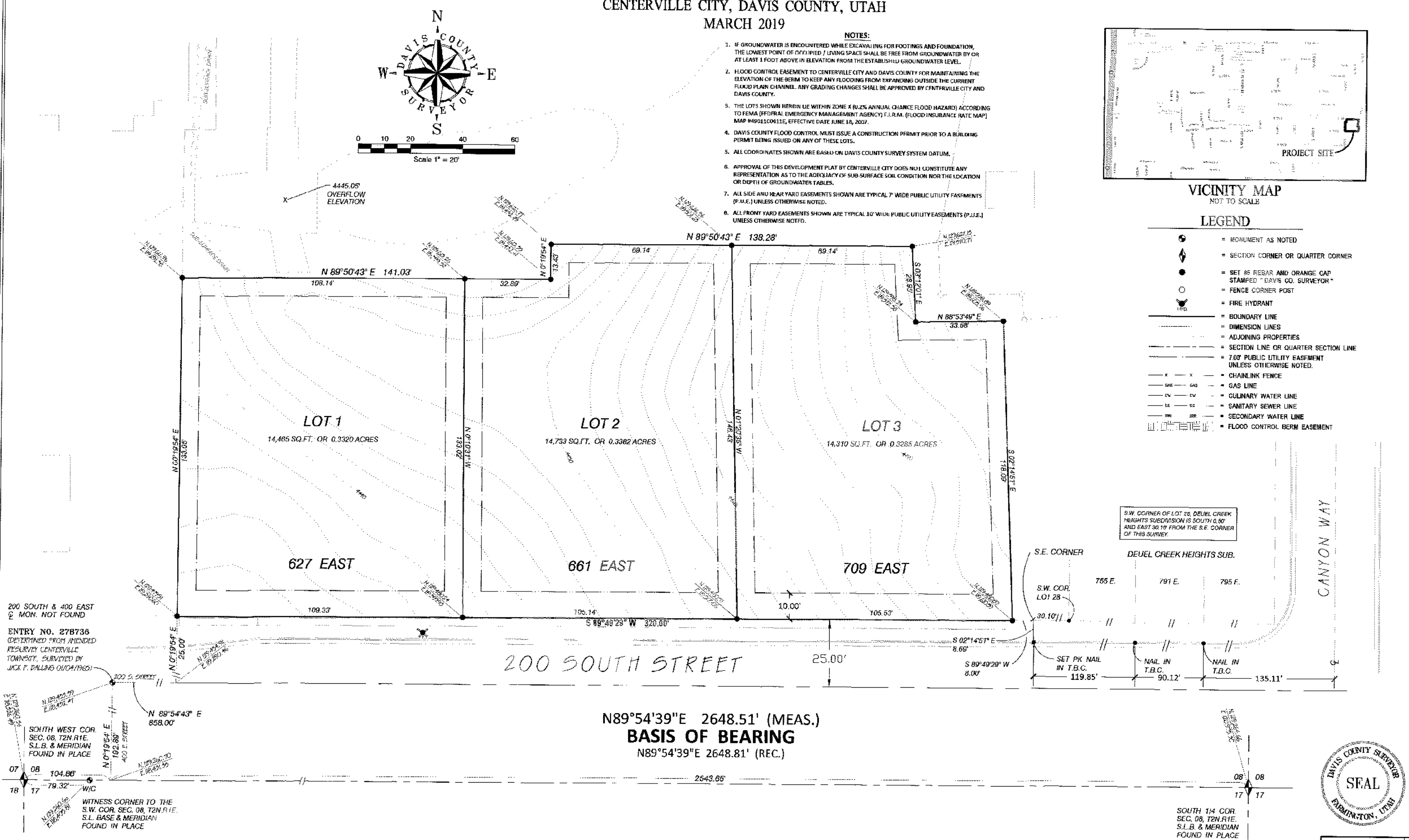
a) *The Planning Commission finds that Final Subdivision Plans are substantially consistent with the previous Conceptual and Preliminary Plat Acceptance.*
b) *The Planning Commission finds that the Final Subdivision Submittal, with the conditions imposed, complies with the applicable regulations of the Subdivision Ordinance.*
c) *The Planning Commission finds that the Final Subdivision Submittal, with the conditions imposed, complies with the applicable regulations of the City's Zoning Ordinance, regarding lot development within the R-L Zone.*

DEUEL CREEK PLACE SUBDIVISION

A PART OF BLOCK 15 IN PLAT "A", CENTERVILLE TOWNSITE SURVEY AND PART OF PLATTED ROAD WEST OF BLOCK 15, ALSO LOCATED IN THE SOUTHWEST QUARTER OF SECTION 08, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY
CENTERVILLE CITY, DAVIS COUNTY, UTAH
MARCH 2019

NOTES:

1. IF GROUNDWATER IS ENCOUNTERED WHILE EXCAVATING FOR FOOTINGS AND FOUNDATION, THE LOWEST POINT OF OCCUPIED / LIVING SPACE SHALL BE FREE FROM GROUNDWATER BY OR AT LEAST 1 FOOT ABOVE IN ELEVATION FROM THE ESTABLISHED GROUNDWATER LEVEL.
2. FLOOD CONTROL EASEMENT TO CENTERVILLE CITY AND DAVIS COUNTY FOR MAINTAINING THE ELEVATION OF THE BERM TO KEEP ANY FLOODING FROM EXPANDING OUTSIDE THE CURRENT FLOOD PLAIN CHANNEL. ANY GRADING CHANGES SHALL BE APPROVED BY CENTERVILLE CITY AND DAVIS COUNTY.
3. THE LOTS SHOWN HEREIN LIE WITHIN ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD) ACCORDING TO FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) F.I.R.M. (FLOOD INSURANCE RATE MAP) MAP #49011C0411E, EFFECTIVE DATE JUNE 18, 2007.
4. DAVIS COUNTY FLOOD CONTROL MUST ISSUE A CONSTRUCTION PERMIT PRIOR TO A BUILDING PERMIT BEING ISSUED ON ANY OF THESE LOTS.
5. ALL COORDINATES SHOWN ARE BASED ON DAVIS COUNTY SURVEY SYSTEM DATUM.
6. APPROVAL OF THIS DEVELOPMENT PLAT BY CENTERVILLE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUB-SURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
7. ALL SIDE AND REAR YARD EASEMENTS SHOWN ARE TYPICAL 7' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED.
8. ALL FRONT YARD EASEMENTS SHOWN ARE TYPICAL 10' WIDE PUBLIC UTILITY EASEMENTS (P.U.E.) UNLESS OTHERWISE NOTED.



SURVEYOR'S CERTIFICATE

I, MAX B. ELLIOTT, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND CURRENT DAVIS COUNTY SURVEYOR DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

SIGNED THIS ______ DAY OF ________ , 20 ___

PROFESSIONAL LAND SURVEYOR No. 141269 MAX B. ELLIOTT STATE OF UTAH

REVIEW COPY ONLY

141269
UTAH LICENSE NUMBER

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS RECORD OF SURVEY IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 08, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY BEARING BASE, U.S. SURVEY, SHOWN HEREON AS: N 89°54'39" E 2648.51'

SURVEY NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO SURPLUS COUNTY PROPERTY ALONG DEUEL CREEK IN CENTERVILLE, DAVIS COUNTY, UTAH.

BOUNDARY DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 08, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF 200 SOUTH STREET, A 50 FOOT WIDE STREET WHICH IS NORTH 89°54'39" EAST 104.86 FEET ALONG THE SECTION LINE AND NORTH 00°19'54" EAST 192.89 FEET ALONG THE CENTERLINE OF 400 EAST STREET TO THE CENTERVILLE CITY MONUMENT AND NORTH 89°54'43" EAST 858.00 FEET AND NORTH 00°19'54" EAST 25.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 08, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°19'54" EAST 133.05 FEET; THENCE NORTH 89°50'43" EAST 141.03 FEET; THENCE NORTH 00°19'54" EAST 13.43 FEET; THENCE NORTH 89°50'43" EAST 138.28 FEET; THENCE SOUTH 03°12'01" EAST 28.95 FEET; THENCE NORTH 88°53'49" EAST 33.58 FEET; THENCE SOUTH 02°14'51" EAST 118.09 FEET TO THE NORTH LINE OF 200 SOUTH STREET; THENCE SOUTH 89°49'29" WEST 320.00 FEET ALONG THE NORTH LINE OF 200 SOUTH STREET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 0.9989 ACRES OR 43,510 SQ FT.

OWNERS DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, AND HEREBY CAUSED THE SAME TO BE SUBDIVIDED INTO THREE LOTS AND A PUBLIC STREET, TOGETHER WITH EASEMENTS AS SET FORTH TO BE HEREAFTER KNOWN AS, DEUEL CREEK PLACE SUBDIVISION, AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL ROADS AND OTHER ARES 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 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. IN WITNESS WE / I HAVE HEREUNTO SET OUR HANDS THE ____DAY OF ________, A.D. 20__.

CURTIS KOCH
DAVIS COUNTY CLERK / AUDITOR

RANDY B. ELLIOTT, CHAIR
DAVIS COUNTY COMMISSION

ATTEST:

CURTIS KOCH
DAVIS COUNTY CLERK / AUDITOR

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS } S.S.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF ________ , A.D 20 __, BY CURTIS KOCH AND RANDY B. ELLIOTT, WHO EACH REPRESENTED TO ME THAT THEY ARE THE DAVIS COUNTY CLERK / AUDITOR AND A DAVIS COUNTY COMMISSIONER / EXECUTIVE, RESPECTIVELY, AND THAT THEY EACH SIGNED THIS PLAT IN THESE OFFICIAL CAPACITIES ON BEHALF OF DAVIS COUNTY

NOTARY NAME PRINTED

NOTARY PUBLIC

STATE OF:

MY COMMISSION EXPIRES

COMMISSION NUMBER

DEUEL CREEK PLACE SUBDIVISION

PART OF THE SOUTHWEST QUARTER OF SECTION 08, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, CENTERVILLE CITY, DAVIS COUNTY, UTAH

RECOMMENDED FOR APPROVAL

on this _____ day of ___________, A.D. 20__

CITY ATTORNEY

RECOMMENDED FOR APPROVAL

on this _____ day of ___________, A.D. 20__

CITY ENGINEER

RECOMMENDED FOR APPROVAL

on this _____ day of ___________, A.D. 20__
by the Centerville City Planning Commission.

CHAIRMAN PLANNING COMMISSION

CITY COUNCIL'S APPROVAL

Presented to the City Council of Centerville, Utah this ____ day of ___________, A.D. 20__, at which time this subdivision was approved and accepted

Mayor: ______

City Recorder Attest: ______

FOR:
DAVIS COUNTY GOVERNMENT
DAVIS COUNTY ADMIN. BLDG
61 SOUTH MAIN STREET, SUITE 305
FARMINGTON, UTAH 84025
801-451-2500
www.co.davis.ut.us

PREPARED BY:
MAX B. ELLIOTT
DAVIS COUNTY SURVEYOR
61 SOUTH MAIN STREET, SUITE 107
FARMINGTON, UTAH 84025
801-451-3290

Davis COUNTY Connects You.

DAVIS COUNTY RECORDER

ENTRY NO.______ FEE PAID ______ FILED FOR RECORD AND RECORDED______ AT ______ IN BOOK ______ OF THE OFFICIAL RECORDS, PAGE______

RECORDED FOR:

DAVIS COUNTY RECORDER

DEPUTY

DEUEL CREEK PLACE SUBDIVISION

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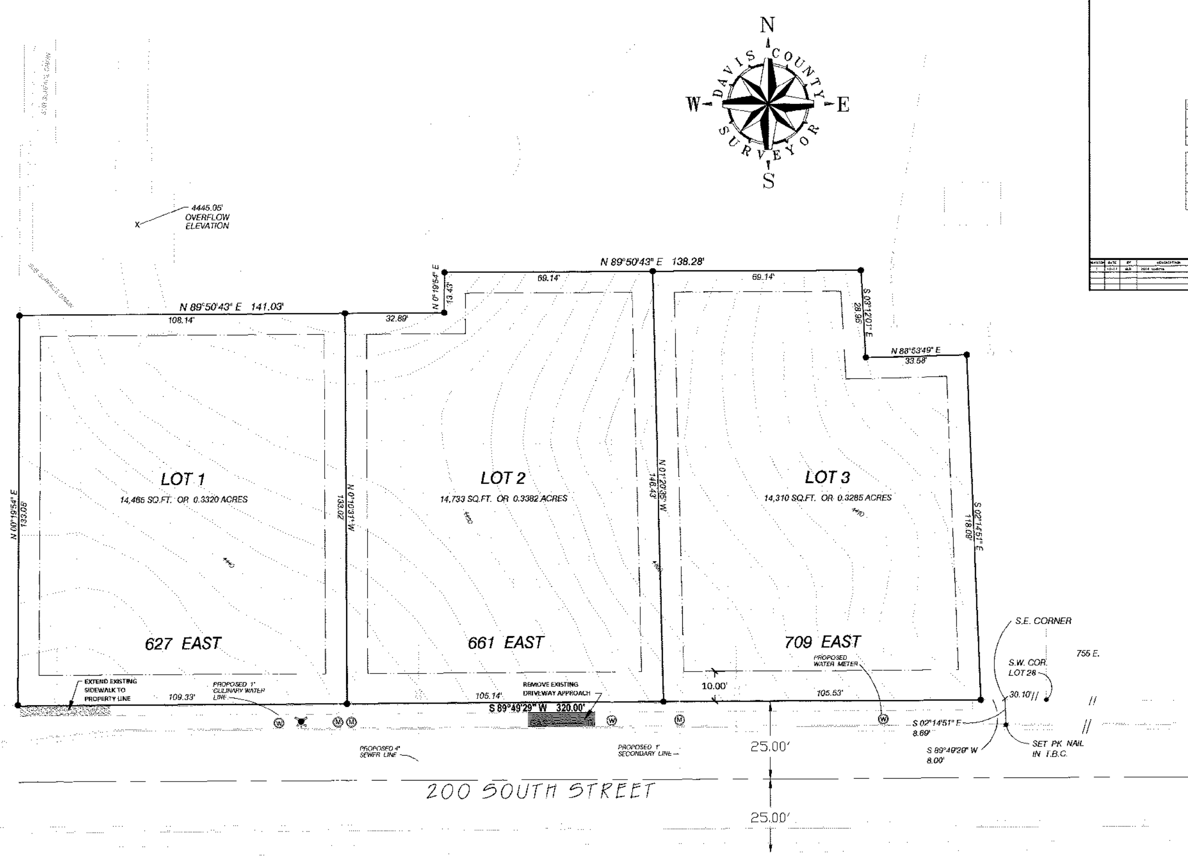
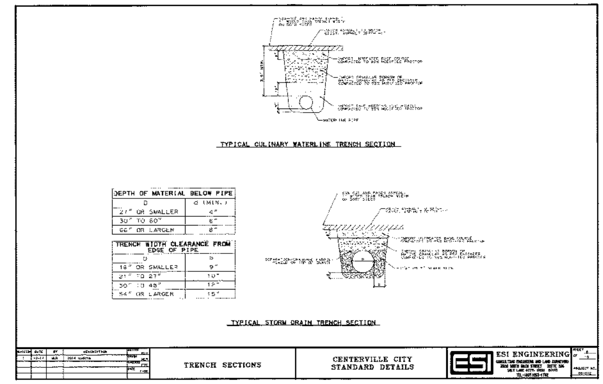
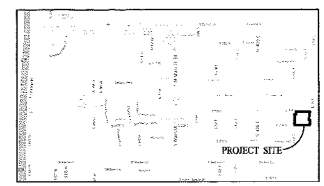


DEVELOPMENT PLAN

0 10 20 40 60
Scale 1" = 20'





VICINITY MAP
NOT TO SCALE

LEGEND

- = MONUMENT AS NOTED
- = SECTION CORNER OR QUARTER CORNER
- = SET #5 REBAR AND ORANGE CAP STAMPED "DAVIS CO. SURVEYOR"
- = FENCE CORNER POST
- HYD = FIRE HYDRANT
- = BOUNDARY LINE
- = DIMENSION LINES
- = ADJOINING PROPERTIES
- = SECTION LINE OR QUARTER SECTION LINE
- = 7.00' PUBLIC UTILITY EASEMENT UNLESS OTHERWISE NOTED.
- X — X = CHAINLINK FENCE
- GAS — GAS = GAS LINE
- CW — CW = CULINARY WATER LINE
- SS — SS = SANITARY SEWER LINE
- SWP — SWP = SECONDARY WATER LINE
- (W) = CULINARY WATER METER
- (M) = SECONDARY WATER METER
- = BUILDING PAD

DAVIS COUNTY SURVEYOR SEAL FARMINGTON, UTAH

Davis COUNTY Connects.You.

FOR:
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DAVIS COUNTY ADMIN. BLDG.
61 SOUTH MAIN STREET, SUITE 305
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PREPARED BY:
MAX B. ELLIOTT
DAVIS COUNTY SURVEYOR
61 SOUTH MAIN STREET, SUITE 107
FARMINGTON, UTAH 84025
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CENTERVILLE

Staff Backup Report
4/2/2019

Item No. 4.

Short Title: Consider Resolution Authorizing Issuance of Bonds for Park Improvements

Initiated By: City Council

Scheduled Time: 7:20

SUBJECT

CONSIDERATION FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF CENTERVILLE CITY, UTAH, AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $1,600,000 AGGREGATE PRINCIPAL AMOUNT OF SPECIAL OBLIGATION SALES TAX REVENUE BONDS AND RELATED MATTERS

RECOMMENDATION

Allow Jason Burningham of Lewis Young Robertson Burningham (LYRB), the City's financial adviser, to explain his analysis of the options for borrowing funds for Island View Park Renovation Project, Phases 1 and 2. City Council should discuss sizing of the bond issue and approve a "parameters resolution" to initiate the process for issuing bonds if they wish to proceed. The process includes a public hearing (scheduled for May 7) and a 30-day "contest period".

BACKGROUND

In a recent meeting a majority of the City Council appeared willing to borrow an estimated $500,000 to fund the shortfall for Phase 1 of the Island View Park Renovation Project, as well as borrow additional funding for Phase 2. The intent is to repay this debt over a 7-year period using a portion of RAP Tax revenue, which was approved by the voters to be used primarily for park improvements. The City Council directed the financial adviser to bring back an analysis showing what sum could be borrowed based on very conservative assumptions about the RAP Tax revenue that would be available for debt service.

Jason has provided the attached analysis, showing a range of borrowing, $1.355 million or $1.6 million. Using the very conservative assumptions the Council provided, the City could borrow an estimated $1.355 million, but the higher scenario has also been provided in case the Council wants to use less conservative assumptions about RAP Tax revenue available for debt service.

The intent is to award a construction contract for Phase 1 in the May 21 regular City Council meeting. The final pricing commitment from a bond purchaser would occur before May 21. **The process includes a public hearing following publication of a notice published twice in the newspaper, and a 30-day "contest period".** The public hearing is scheduled for the May 7 regular City Council meeting.

If the Council wishes to continue with this bonding process, they should adopt a "Parameters Resolution" after determining the maximum parameters to include in the document. Typically these parameters are set higher in the Resolution than the numbers the Council anticipates will be approved at the end of the process. This margin allows for the possibility of higher or lower interest rates than are currently anticipated. If that happens, the Council would have the option of downsizing or increasing the bond size, subject to the maximum stated in the Resolution. The Resolution is attached, along with two exhibits (Master Resolution and Bond Purchase Agreement). The Resolution includes a maximum pay-back period of 8 years--not the 7 years mentioned above. This is because if bonds are issued in May, RAP tax revenue under the currently authorized voter period will be received by the City through June 2026--slightly more than 7 years later, and the last bond payment would be made June 30, 2026.

Attached again for the Council's reference are the "Cash Flow Analysis 3-19-19" and "RAP Revenue Available for New DS" (i.e. Debt Service).

ATTACHMENTS:

Description

- Analysis of Financing Options 3-29-19
- Calendar of Events
- Parameters Resolution (super) - Centerville RAP Tax 2019
- Master Resolution - Centerville RAP Tax Bonds 2019
- Bond Purchase Agreement - Centerville City RAP Tax 2019
- Cash Flow Analysis 3-19-19
- RAP Revenue Available for New Debt Service

CENTERVILLE CITY, UTAH

FINANCING ALTERNATIVES ANALYSIS FOR FUNDING IMPROVEMENTS TO ISLAND VIEW PARK

BACKGROUND:

As financial advisor to Centerville City (the "City"), Lewis Young Robertson & Burningham, Inc ("LYRB") has, at the request of the City, undertaken an analysis of the options available to the City to secure construction financing for planned improvements to the City's **Island View Park** (the "Park Project").

The estimated cost for construction of the planned improvements, as furnished to LYRB by the City, is approximately $1,600,000, inclusive of Phase 1 and Phase 2 of the Park Project. The City has indicated that it is willing to secure such financing through a gross revenue pledge of the City's Recreation, Arts and Parks Tax (the "RAP Tax") over the remaining seven (7) year life of the current voter-approved RAP Tax. LYRB also understands that the City will continue to pay certain outstanding obligations to the South Davis Recreation District ("SDRD") using the RAP Tax although such payment to SDRD is not secured by a formal pledge of the RAP Tax revenues.

With these facts in mind, LYRB has undertaken an analysis of the bond structuring options available to the City, including an offer of a lease-based financing from Zions Bank, to determine the total costs and benefits of each option.

METHODOLOGY OF STRUCTURING ANALYSIS:

In the absence of voter-approved General Obligation bonding authorization, alternative security must be provided to support any bonds issued by the City. The City's RAP Tax revenue pledge has been determined by LYRB to be sufficient to *(i)* support the desired level of borrowing for the Park Project and *(ii)* continue to make scheduled payments to the SDRD while still maintaining a degree of debt service coverage, 1.25x, necessary to satisfy potential Bond purchasers as to the ability of the City to repay the contemplated borrowing.

LYRB has reached out to multiple financial institutions to gauge their interest in purchasing the City's RAP Tax Revenue Bonds. We have received very positive feedback from several banks and other entities, along with several indications of the interest rate they would likely be willing to offer if presented with a formal Financing Term Sheet fully describing the proposed financing structure.

Based on the information received, LYRB has put together the following comparison of the likely results of going through a bid solicitation process and comparing those projected results to the Zions Bank Lease Proposal as we understand it to be structured (see **Appendix B**).

ASSUMPTIONS OF THE DEBT MODELS:

For purposes of LYRB's model, we have assumed that any debt structure must be wrapped around the City's annual obligation to SDRD. This results in a bond structure that pushes much of the principal off until after the payments to SDRD cease in 2023.

Additionally, LYRB has constructed two scenarios reflecting *(i)* the Lower-end of the amount that could be obtained for the Park Project based on lower projected RAP Tax revenues and *(ii)* an Upper-end model that assumes a more favorable projection of RAP Tax revenues. The comparison of the two models is shown in the table below (more detailed analysis provided in **Appendix A**).

Evaluation Criteria	Scenario #1 – Lower End Model Appendix A-1	Scenario #2 – Upper-End Model Appendix A-2
Construction Funding Amount:	$1,335,000	$1,580,000
Financing Structure:	RAP Tax Rev.	RAP Tax Rev.
Par Amount of Financing:	$1,355,000	$1,600,000
Indicated Interest Rate:	2.70%	2.70%
True Interest Cost (TIC):	2.68%	2.68%
All-Inclusive Cost (AIC):	3.01%	2.96%
Total Debt Service:	$1,533,477	$1,807,885
Projected RAP Tax Revenue Model	85% of projected RAP Tax less 15% adjustment for possible recession	90% of projected RAP Tax with no adjustment for possible recession

COMPARISON OF FINANCING OPTIONS:

In the following table, LYRB has shown the side-by-side comparison of key evaluation considerations based on the indicative interest rates represented to LYRB by the various banks which we contacted, and the terms of the lease arrangement presented by Zions Bank to the City. The full debt service schedules for each of the first three bank options are included in **Appendix B**.

Evaluation Criteria	Bank #1 Appendix B-1	Bank #2 Appendix B-2	Bank #3 Appendix B-3	Zions Bank
Construction Funding Amount:	$1,580,000	$1,580,000	$1,580,000	$1,600,000
Financing Structure:	RAP Tax Rev.	RAP Tax Rev.	RAP Tax Rev.	Lease
Par Amount of Financing:	$1,600,000	$1,600,000	$1,600,000	$1,612,000
Indicated Interest Rate:	2.70%	2.84%	3.30%	2.83%
True Interest Cost (TIC):	2.68%	2.81%	3.27%	2.83%
All-Inclusive Cost (AIC):	2.96%	3.10%	3.56%	3.03%
Total Debt Service:	$1,807,480	$1,818,061	$1,854,973	$1,799,568

DISCUSSION OF COMPARISON:

It is important to note that the Zions Bank Lease would seem, at first glance, to be the least costly option if total debt service over the life of the loan is considered, but the City should be aware that this is a misleading comparison since the debt service schedule presented to the City by Zions Bank assumes a level annual debt service payment of $257,081. Since the City has stated that the repayment source is the RAP Tax projected to be received over the next seven years (2020 through 2026) less the amounts owed to the SDRD in years 2020 through 2023, any new borrowing must be constrained by the availability of RAP Tax revenues after payment of monies owed to SDRD.

The amount owed to the SDRD in each year from 2020 to 2023 substantially reduces the remaining RAP Tax revenues available to pay for any bonding, or even lease payments, with RAP Tax revenues net of payments to SDRD. Under the actual cash-flow scenario envisioned by the City, the net RAP Tax revenues are not projected to be sufficient to make the Zions Bank lease payments until 2024. In contrast, the other Bond structuring options presented above will all fit within the City's projected net RAP Tax revenues while also maintaining debt service coverage at not less than 1.25x.

While Zions Bank may be willing to structure a lease to accommodate the annual payments to SDRD, such a change would, of necessity, delay the repayment of principal and result in increasing annual debt service payments such that the more accurate total debt service on the lease structure would, for comparative purposes, be $1,826,090 and the All-Inclusive Cost would be 2.98%.

The City should keep in mind that the lease structure proposed by Zions Bank is preliminary and does not represent a "final offer" from the Bank. When structured to delay principal to accommodate the City's available cash-flow projections, Zions Bank may well raise their interest rate since the average life of the loan is longer than the **4.11 years** assumed in their model.

CONCLUSION AND RECOMMENDATION:

Based on a more accurate "apples-to-apples comparison, LYRB believes the City can secure a Bond purchaser on terms that both meet the City's structuring requirements and result in a lower overall cost to the City.

As the City's Financial Advisor, LYRB will engage in a bid solicitation process that will include Zions Bank thus giving them an opportunity to "sharpen their pencil" knowing that the City will receive multiple bids based on the soundness of the credit structure and the desire of other banks to purchase the City's debt.

APPENDIX A: DEBT SERVICE SCHEDULES FOR

- LOWER END AND UPPER END MODELS (APPENDIX A-1 AND A-2)

Appendix A-1

$1,355,000

City of Centerville, Utah

RAP Tax Revenue Bond, Series 2019

(Island View Park Project: Scenario #1 - Lower End)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2019	-	-	-	-	-
06/30/2020	1,000.00	2.700%	40,345.13	41,345.13	41,345.13
06/30/2021	171,000.00	2.700%	36,558.00	207,558.00	207,558.00
06/30/2022	188,000.00	2.700%	31,941.00	219,941.00	219,941.00
06/30/2023	206,000.00	2.700%	26,865.00	232,865.00	232,865.00
06/30/2024	256,000.00	2.700%	21,303.00	277,303.00	277,303.00
06/30/2025	271,000.00	2.700%	14,391.00	285,391.00	285,391.00
06/30/2026	262,000.00	2.700%	7,074.00	269,074.00	269,074.00
Total	**$1,355,000.00**	**-**	**$178,477.13**	**$1,533,477.13**	**-**

Yield Statistics

Bond Year Dollars	$6,610.26
Average Life	4.878 Years
Average Coupon	2.7000001%
Net Interest Cost (NIC)	2.7000001%
True Interest Cost (TIC)	2.6811411%
Bond Yield for Arbitrage Purposes	2.6811411%
All Inclusive Cost (AIC)	3.0090409%

IRS Form 8038

Net Interest Cost	2.7000001%
Weighted Average Maturity	4.878 Years

CENTERVILLE CITY, UTAH

Recreation, Arts and Parks Tax Revenue ("RAP" Tax)

(Island View Park Project)

Historical and Projected RAP Tax Revenue and Debt Service Coverage Analysis

Scenario #1: Lower End Capacity for RAP Tax Bonds

Fiscal Year	Amount	% Increase (Decrease)	Series 2019 RAP Tax Bonds	DS Coverage	Revenue Available for Other	Museum Funding (5%)	CPT Funding (5%)	SDRD Payments	Remaining RAP Taxes
2017	375,773.00	4.979%	-		375,773.00	18,788.65	18,788.65		338,195.70
2018	400,138.00	6.484%	-		400,138.00	20,006.90	20,006.90		360,124.20
2019	414,000.00	3.464%	-		414,000.00	20,700.00	20,700.00		372,600.00
2020	351,900.00	-15.000%	41,345.13	8.51	310,554.87	17,595.00	17,595.00	112,000.00	163,364.87
2021	362,457.00	3.000%	207,558.00	1.75	154,899.00	18,122.85	18,122.85	109,000.00	9,653.30
2022	373,330.71	3.000%	219,941.00	1.70	153,389.71	18,666.54	18,666.54	106,000.00	10,056.64
2023	384,530.63	3.000%	232,865.00	1.65	151,665.63	19,226.53	19,226.53	103,000.00	10,212.57
2024	396,066.55	3.000%	277,303.00	1.43	118,763.55	19,803.33	19,803.33	-	79,156.90
2025	407,948.55	3.000%	285,391.00	1.43	122,557.55	20,397.43	20,397.43	-	81,762.69
2026	420,187.00	3.000%	269,074.00	1.56	151,113.00	21,009.35	21,009.35	-	109,094.30
TOTALS:	$ 4,244,280.44		$ 1,533,477.13		$ 2,710,803.31	$ 212,214.02	$ 212,214.02	430,000.00	$ 1,856,375.27

Recession Component in 2020:	-15.00%
Average Annual Growth Rate:	3.00%

Appendix A-2

$1,600,000

City of Centerville, Utah

RAP Tax Revenue Bond, Series 2019

(Island View Park Project: Scenario #2 - Upper End)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2019	-	-	-	-	-
06/30/2020	2,000.00	2.700%	47,640.00	49,640.00	49,640.00
06/30/2021	213,000.00	2.700%	43,146.00	256,146.00	256,146.00
06/30/2022	233,000.00	2.700%	37,395.00	270,395.00	270,395.00
06/30/2023	255,000.00	2.700%	31,104.00	286,104.00	286,104.00
06/30/2024	291,000.00	2.700%	24,219.00	315,219.00	315,219.00
06/30/2025	309,000.00	2.700%	16,362.00	325,362.00	325,362.00
06/30/2026	297,000.00	2.700%	8,019.00	305,019.00	305,019.00
Total	**$1,600,000.00**	**-**	**$207,885.00**	**$1,807,885.00**	**-**

Yield Statistics

Bond Year Dollars	$7,699.44
Average Life	4.812 Years
Average Coupon	2.7000000%
Net Interest Cost (NIC)	2.7000000%
True Interest Cost (TIC)	2.6811296%
Bond Yield for Arbitrage Purposes	2.6811296%
All Inclusive Cost (AIC)	2.9620580%

IRS Form 8038

Net Interest Cost	2.7000000%
Weighted Average Maturity	4.812 Years

CENTERVILLE CITY, UTAH

Recreation, Arts and Parks Tax Revenue ("RAP" Tax)

(Island View Park Project)

Historical and Projected RAP Tax Revenue and Debt Service Coverage Analysis

Scenario #2: Upper End Capacity for RAP Tax Bonds

Fiscal Year	Amount	% Increase (Decrease)	Series 2019 RAP Tax Bonds	DS Coverage	Revenue Available for Other	Museum Funding (5%)	CPT Funding (5%)	SDRD Payments	Remaining RAP Taxes
2017	375,773.00	4.979%	-		375,773.00	18,788.65	18,788.65		338,195.70
2018	400,138.00	6.484%	-		400,138.00	20,006.90	20,006.90		360,124.20
2019	414,000.00	3.464%	-		414,000.00	20,700.00	20,700.00		372,600.00
2020	414,000.00	0.000%	49,640.00	8.34	364,360.00	20,700.00	20,700.00	112,000.00	210,960.00
2021	426,420.00	3.000%	256,146.00	1.66	170,274.00	21,321.00	21,321.00	109,000.00	18,632.00
2022	439,212.60	3.000%	270,395.00	1.62	168,817.60	21,960.63	21,960.63	106,000.00	18,896.34
2023	452,388.98	3.000%	286,104.00	1.58	166,284.98	22,619.45	22,619.45	103,000.00	18,046.08
2024	465,960.65	3.000%	315,219.00	1.48	150,741.65	23,298.03	23,298.03	-	104,145.58
2025	479,939.47	3.000%	325,362.00	1.48	154,577.47	23,996.97	23,996.97	-	106,583.52
2026	494,337.65	3.000%	305,019.00	1.62	189,318.65	24,716.88	24,716.88	-	139,884.89
TOTALS:	$ 4,720,119.34		$ 1,807,885.00		$ 2,912,234.34	$ 236,005.97	$ 236,005.97	430,000.00	$ 2,010,222.41

Recession Component in 2020:	0.00%
Average Annual Growth Rate:	3.00%

APPENDIX B: DEBT SERVICE SCHEDULES FOR

- BANKS THAT RESPONDED TO LYRB'S REQUEST FOR INDICATIVE RATES (APPENDIX B-1 THROUGH APPENDIX B-3)

LYRB

Appendix B-1

$1,600,000

City of Centerville, Utah

Special Obligation SalesTax Revenue Bond, Series 2019

(Island View Park Project: Bank #1)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2019	-	-	-	-	-
06/30/2020	11,000.00	2.700%	47,640.00	58,640.00	58,640.00
06/30/2021	210,000.00	2.700%	42,903.00	252,903.00	252,903.00
06/30/2022	230,000.00	2.700%	37,233.00	267,233.00	267,233.00
06/30/2023	251,000.00	2.700%	31,023.00	282,023.00	282,023.00
06/30/2024	291,000.00	2.700%	24,246.00	315,246.00	315,246.00
06/30/2025	309,000.00	2.700%	16,389.00	325,389.00	325,389.00
06/30/2026	298,000.00	2.700%	8,046.00	306,046.00	306,046.00
Total	**$1,600,000.00**	**-**	**$207,480.00**	**$1,807,480.00**	**-**

Yield Statistics

Bond Year Dollars	$7,684.44
Average Life	4.803 Years
Average Coupon	2.7000000%
Net Interest Cost (NIC)	2.7000000%
True Interest Cost (TIC)	2.6811278%
Bond Yield for Arbitrage Purposes	2.6811278%
All Inclusive Cost (AIC)	2.9626256%

IRS Form 8038

Net Interest Cost	2.7000000%
Weighted Average Maturity	4.803 Years

Appendix B-2

$1,600,000

City of Centerville, Utah

RAP Tax Revenue Bond, Series 2019

(Island View Park Project: Bank #2)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2019	-	-	-	-	-
06/30/2020	10,000.00	2.690%	49,545.49	59,545.49	59,545.49
06/30/2021	210,000.00	2.700%	44,658.90	254,658.90	254,658.90
06/30/2022	230,000.00	2.720%	38,988.90	268,988.90	268,988.90
06/30/2023	251,000.00	2.760%	32,732.90	283,732.90	283,732.90
06/30/2024	291,000.00	2.820%	25,805.30	316,805.30	316,805.30
06/30/2025	309,000.00	2.870%	17,599.10	326,599.10	326,599.10
06/30/2026	299,000.00	2.920%	8,730.80	307,730.80	307,730.80
Total	**$1,600,000.00**	**-**	**$218,061.39**	**$1,818,061.39**	**-**

Yield Statistics

Bond Year Dollars	$7,690.44
Average Life	4.807 Years
Average Coupon	2.8354849%
Net Interest Cost (NIC)	2.8354849%
True Interest Cost (TIC)	2.8131938%
Bond Yield for Arbitrage Purposes	2.8131938%
All Inclusive Cost (AIC)	3.0952914%

IRS Form 8038

Net Interest Cost	2.8354849%
Weighted Average Maturity	4.807 Years

Appendix B-3

$1,600,000

City of Centerville, Utah

RAP Tax Revenue Bond, Series 2019

(Island View Park Project: Bank #3)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/23/2019	-	-	-	-	-
06/30/2020	7,000.00	3.300%	58,226.67	65,226.67	65,226.67
06/30/2021	207,000.00	3.300%	52,569.00	259,569.00	259,569.00
06/30/2022	228,000.00	3.300%	45,738.00	273,738.00	273,738.00
06/30/2023	251,000.00	3.300%	38,214.00	289,214.00	289,214.00
06/30/2024	292,000.00	3.300%	29,931.00	321,931.00	321,931.00
06/30/2025	312,000.00	3.300%	20,295.00	332,295.00	332,295.00
06/30/2026	303,000.00	3.300%	9,999.00	312,999.00	312,999.00
Total	**$1,600,000.00**	**-**	**$254,972.67**	**$1,854,972.67**	**-**

Yield Statistics

Bond Year Dollars	$7,726.44
Average Life	4.829 Years
Average Coupon	3.3000000%
Net Interest Cost (NIC)	3.3000000%
True Interest Cost (TIC)	3.2718847%
Bond Yield for Arbitrage Purposes	3.2718847%
All Inclusive Cost (AIC)	3.5561955%

IRS Form 8038

Net Interest Cost	3.3000000%
Weighted Average Maturity	4.829 Years

$1,600,000[1]

CENTERVILLE CITY, UTAH

SPECIAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2019
(ISLAND VIEW PARK PROJECT)

PRELIMINARY CALENDAR OF EVENTS
(March 29, 2019)

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
	1	**2**	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	**7**	8	9	10	11
12	13	14	15	16	17	18
19	20	**21**	22	**23**	24	25
26	27	28	29	30	31	

	City Council Meeting		Conference		Bond Closing

DATE/DAY	EVENT	RESPONSIBILITY
March 22 (Fri.)	Preliminary Debt Service Analyses prepared and provided to City for review	FA
March 22 (Fri.)	Information for Super Parameters Resolution furnished to Bond Counsel to begin drafting Bond documents	FA, BC
March 25 (Mon.)	LYRB to begin drafting **FINANCING TERM SHEET**	FA
March 29 (Fri.)	Agenda language to be provided to City for special City Council meeting to be held on April 2, 2019	BC, FA
March 29 (Fri.)	Documents to City for council packets	BC, FA
April 2 (Tue.)	City Council adopts Bond Resolution and authorizes sale of bonds, including delegation of authority, and sets date of May 7, 2019 for Public Hearing	CC, CO, FA, BC
April 5 (Fri.)	City Recorder posts "Notice of Public Hearing" on Utah Public Notice Website. Posting must occur no later than April 23, 2019	CO
April 10 (Wed.)	Review of draft **FINANCING TERM SHEET** with City	CO, FA
April 11 (Thu.)	Publication of "Notice of Bonds to be Issued" and "Notice of Public Hearing" in *The Davis Clipper* (30-day contest period begins)	BC
April 17-19 (Wed. – Fri.)	UGFOA Conference	-
April 18 (Thu.)	Second publication of "Notice of Public Hearing" in *The Davis Clipper*	BC
April 19 (Fri.)	Distribution of **FINANCING TERM SHEET** to potential Bond purchasers	FA

[1] Preliminary, subject to change.

GATEWAY PLAZA BUILDING
41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-596-0700 - (TF) 800-581-1100 - (F) 801-596-2800
WWW.LEWISYOUNG.COM

LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

DATE/DAY	**EVENT**	**RESPONSIBILITY**
April 22-24 (Mon. – Wed.)	UCMA Conference	-
April 24-26 (Wed. – Fri.)	ULCT Conference	-
May 3 (Fri.)	Bond purchase bids due at 2:00 p.m. Begin analysis of bid responses	FA
May 6 (Mon.)	Brief City on bid results. City to select Bond purchaser	CO, FA
May 6 (Mon.)	Notify successful bidder of selection. Notify Bond Counsel of terms of the Bond purchase offer	BP, BC, FA
May 7 (Tue.)	Bond Counsel to circulate draft Bond documents for review by all parties	BC
May 7 (Tue.)	Public Hearing on the Bonds in conjunction with regularly scheduled City Council meeting.	CC, CO, FA, BC
May 8 (Wed.)	Distribution of draft Closing Memorandum	FA
May 11 (Sat.)	30-day contest period expires	-
May 14 (Tue.)	Distribution of Closing Documents	BC
May 15 (Wed.)	Distribution of Closing Memorandum	FA
May 21 (Tue)	City Council to review bids and award construction contract	CC
May 22 (Wed.)	Pre-Closing and signing of Documents by City	BC, CO
May 23 (Thu.)	Bond Closing. At offices of Bond Counsel	All Hands

LEGEND

BC: Bond Counsel, Gilmore & Bell (Randy Larsen)
BP: Bond Purchaser (to be determined)
CC: City Council, Centerville City
CO: City Officials
FA: Financial Advisor, Lewis Young Robertson & Burningham, Inc. (Jason Burningham)

DISTRIBUTION LIST – FINANCIAL TEAM MEMBERS

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Centerville City
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Centerville, Utah 84014
Phone: (801) 295-3477

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Brant Hanson, City Manager
E-mail: bhanson@centervilleut.com

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Lisa Romney, City Attorney
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Marc Edminster, Vice President
E-mail: marc@lewisyoung.com

BOND PURCHASER
[to be determined]

Centerville, Utah

April 2, 2019

A regular meeting of the City Council of Centerville City, Utah (the "Council"), was held on Tuesday, April 2, 2019, at the hour of 7:00 p.m. at its regular meeting place in Centerville City, Utah, at which meeting there were present and answering roll call the following members who constituted a quorum:

Clark Wilkinson	Mayor
William Ince	Councilmember
Stephanie Ivie	Councilmember
George McEwan	Councilmember
Robyn Mecham	Councilmember
Tami Fillmore	Councilmember

Also present:

Brant Hanson	City Manager

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 April 2, 2019, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember __________and seconded by Councilmember __________, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF CENTERVILLE CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $1,600,000 AGGREGATE PRINCIPAL AMOUNT OF SPECIAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2019; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR A PUBLIC HEARING AND THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AUTHORIZING AND APPROVING THE EXECUTION OF A MASTER RESOLUTION, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Centerville City, Utah (the "Issuer") desires to (a) finance the acquisition, construction and equipping of recreational projects and improvements throughout Centerville City (the "Project"), (b) fund a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Special Obligation Sales Tax Revenue Bonds, Series 2019 (the "Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, (the "Act"), (b) this Resolution, and (c) a Master Resolution (the "Master Resolution"), in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) 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; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement") to be entered into between the Issuer and the purchaser selected by the Issuer for the Bonds (the "Purchaser"), in substantially the form attached hereto as Exhibit C; and

WHEREAS, in order to allow the Issuer (with the consultation and approval of the Issuer's Municipal Advisor, Lewis Young Robertson & Burningham, Inc. (the "Municipal Advisor")) flexibility in setting the pricing date of the Bonds to optimize debt service costs to the Issuer, the Council desires to grant to the Mayor or the Mayor Pro tem (together, the "Mayor") and the City Manager (the "Designated Officers") of the Issuer the authority to approve the purchaser, final interest rates, principal amounts, terms, maturities, redemption features, purchase price at which the Bonds shall be sold, any other related financial terms or covenants, and to set forth the final terms of the Bonds, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters').

NOW, THEREFORE, it is hereby resolved by the City Council of Centerville City, Utah, as follows:

Section 1. For the purpose of (a) financing the Project, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Bonds, the Issuer hereby authorizes the issuance of the Bonds which shall be designated "Centerville City, Utah Special Obligation Sales Tax Revenue Bonds, Series 2019" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the initial aggregate principal amount of not to exceed $1,600,000. The Bonds shall mature in not more than eight (8) years from their date or dates, shall be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, shall bear interest at a rate or rates not to exceed three percent (3.0%) per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein. The issuance of the Bonds shall be subject to the final approval of Bond Counsel and to the approval of the City Attorney for the Issuer.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2019 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The determination of the final terms and redemption provisions for the Series 2019 Bonds by the Designated Officers shall be evidenced by the execution of the Bond Purchase Agreement in substantially the form attached hereto as Exhibit C. The form of the Bond Purchase Agreement is hereby authorized, approved and confirmed.

Section 3. The Master Resolution and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder or its authorized deputy are hereby authorized to execute and deliver the Master Resolution and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers, in consultation with the Municipal Advisor, within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are each hereby authorized to select the Purchaser and to specify and agree as to the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The execution and delivery of the Bond Purchase Agreement by the Mayor or the City Manager shall evidence the Designated Officers approval.

Section 4. The Designated Officers or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Master Resolution, the Bonds, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Bonds (within the Parameters set by this Resolution), to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Master Resolution. The Mayor and City Recorder are hereby authorized and directed to execute and seal the Bonds and to deliver said Bonds to the bond registrar for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 6. The Designated Officers or other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Bonds in accordance with the provisions of the Master Resolution.

Section 7. Upon their issuance, the Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Bonds and the Master Resolution. No provision of this Resolution, the Master Resolution, the Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 8. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, but not limited to, tax and disclosure policies related to the issuance of tax exempt debt) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Bonds are delivered to the Purchaser, and upon receipt of payment therefor, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Master Resolution.

Section 10. The Issuer shall hold a public hearing on May 7, 2019, to receive input from the public with respect to (a) the issuance of the Bonds and (b) the potential economic impact that the improvements to be financed with the 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 published (i) once a week for two consecutive weeks in the Davis County Clipper, a newspaper of general circulation within the Issuer, (ii) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (iii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Issuer's offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the date of publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing" and "a Notice of Bonds to be Issued" in substantially the following forms in conformance with statutory requirements:

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, (the "Act"), that on April 2, 2019, the City Council (the "Council") of Centerville City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Special Obligation Sales Tax Revenue Bonds, Series 2019 in the aggregate principal amount of not more than One Million Six Hundred Thousand Dollars ($1,600,000) (the "Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) 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 Project described herein to be financed with the proceeds of the Bonds may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on May 7, 2019, at the hour of 7:00 p.m. at 250 North Main, Centerville, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing the acquisition, construction, and equipping of recreational projects and improvements throughout Centerville City (the "Project"), (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Bonds.

TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge all the City's legally available sales and use taxes received by Issuer pursuant to Title 59, Chapter 12, Part 14, Utah Code Annotated 1953, as amended, for repayment of the Bonds.

DATED this April 2, 2019.

/s/ Mackenzie Wood
City Recorder

NOTICE OF BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, (the "Act"), that on April 2, 2019, the City Council (the "Council") of Centerville City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Special Obligation Sales Tax Revenue Bonds, Series 2019 (the "Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer) 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 Project described herein to be financed with the proceeds of the Bonds may have on the private sector.

PURPOSE FOR ISSUING THE BONDS

The Bonds will be issued for the purpose of (a) financing the acquisition, construction, and equipping of recreational projects and improvements throughout Centerville City (the "Project"), (b) funding any required debt service reserve fund, and (c) paying costs of issuance of the Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Bonds, in the aggregate principal amount of not more than One Million Six Hundred Thousand Dollars ($1,600,000), to mature in not more than eight (8) years from their date or dates, to be sold at a price not less than ninety-seven percent (97%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed three percent (3.0%) per annum. The Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a Master Resolution (the "Master Resolution"), which Master Resolution was before the Council and attached to the Resolution in substantially final form at the time of the adoption of the Resolution and said Master Resolution is to be executed by the Council in such form and with such changes thereto as shall be approved by the Mayor and City Manager; provided that the principal amount, interest rate or rates, maturity, and discount of the Bonds will not exceed the maximums set forth above.

TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge all the City's legally available sales and use taxes received by Issuer pursuant to Title 59, Chapter 12, Part 14, Utah Code Annotated 1953, as amended, (the "Revenues") for repayment of the Bonds.

OUTSTANDING BONDS SECURED BY PLEDGED TAXES

The Issuer currently has no bonds outstanding secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at:

https://reporting.auditor.utah.gov/searchreport. For additional information, including any information more recent than as of the date of the Financial Report, please contact Brant Hanson, City Manager at (801) 295-3477.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2019 Bonds if held until maturity, is $1,825,335.

A copy of the Resolution and the Master Resolution are on file in the office of the City Recorder, 250 North Main, Centerville, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Master Resolution (only as it applies to the Bonds), or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Centerville City, Utah may sign a written petition requesting an election to authorize the issuance of the Bonds. If written petitions which have been signed by at least 20% of the registered voters of Centerville City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Bonds. If fewer than 20% of the registered voters of Centerville City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Bonds without an election.

DATED this April 2, 2019.

/s/ Mackenzie Wood
City Recorder

Section 11. The Issuer hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $1,600,000.

Section 12. The Issuer hereby reserves the right to opt not to issue the Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing with respect to (a) the issuance of the Bonds and (b) any potential economic impact that the Project to be financed with the proceeds of the Bonds may have on the private sector.

Section 13. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

APPROVED AND ADOPTED this April 2, 2019.

(SEAL)

By:___________________________________
Mayor

ATTEST:

By:___________________________________
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:___________________________________
Mayor

ATTEST:

By:___________________________________
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, Mackenzie Wood, the duly appointed and qualified City Recorder of Centerville City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on April 2, 2019, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on April 2, 2019, and pursuant to the Resolution, there was published a (a) Notice of Public Hearing no less than fourteen (14) days before the public hearing date one time each week for two consecutive weeks and (b) a Notice of Bonds to be Issued one time in the Deseret News, a newspaper having general circulation within the City, the affidavits of which publication will be attached upon availability. The Notices were also posted on (i)the Utah Public Notice Website created under Section 63F-1-701 Utah Code Annotated 1953, as amended and (ii) on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this April 2, 2019.

(SEAL)

By:______________________________
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Mackenzie Wood, the undersigned City Recorder of Centerville City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the April 2, 2019, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on March ___, 2019, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper on March___, 2019, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, 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 2019 Annual Meeting Schedule for the City Council (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 (a) posted on___________ , 2019 at the principal office of the City Council, (b) provided to at least one newspaper of general circulation within the City on ______, 2019 and (c) published on the Utah Public Notice Website (http://pmn.utah.gov) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this April 2, 2019.

(SEAL)

By:_____________________________
City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Bonds to be Issued)

EXHIBIT B

FORM MASTER RESOLUTION

(See Transcript Document No. __)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

MASTER RESOLUTION

OF

CENTERVILLE CITY, UTAH

AS ISSUER

DATED AS OF

_______________, 2019

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MASTER RESOLUTION

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), authorizes the issuance of non-voted revenue bonds payable solely from a special revenue source; and

WHEREAS, the Issuer desires to finance all or a portion of the costs of acquisition, construction and equipping of recreational projects and improvements throughout Centerville City (the "Series 2019 Project"), through the issuance of Special Obligation Sales Tax Revenue Bonds, Series 2019 (the "Series 2019 Bonds") in an aggregate principal amount of $________; pursuant to this master resolution (the "Master Resolution"), as approved by a resolution adopted by the City Council of the Issuer on April 2, 2019; and

WHEREAS, based upon the information available to the Issuer, the sales and use tax revenues anticipated to be received by the Issuer pursuant to Title 59, Chapter 12, Part 14, Utah Code Annotated 1953, as amended (the "Revenues"), will be sufficient to pay the debt service on the Series 2019 Bonds and the Series 2019 Bonds shall not at any one time exceed an amount for which the average annual installments of principal will exceed eighty percent (80%) of the Revenues received by the Issuer during its Fiscal Year immediately preceding the Fiscal Year in which the Series 2019 Bonds will be issued; and

WHEREAS, _____________ (the "Purchaser") has offered to purchase the Series 2019 Bonds at par in the total principal amount of $_________; and

WHEREAS, the Issuer desires to accept the offer of the Purchaser and to confirm the sale of the Series 2019 Bonds to the Purchaser;

NOW, THEREFORE, it is hereby resolved by the City Council of Centerville City, Utah, as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. As used in this 2019 Master Resolution, the following terms shall have the following meanings unless the context otherwise clearly indicates:

"Act" means the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended.

"Annual Debt Service" means the total requirement of principal, interest and premium payments, if any, to be paid by the Issuer during any Sinking Fund Year on the Issuer's outstanding Series 2019 Bonds or other forms of indebtedness, including the Parity Bonds, issued on a parity with the Series 2019 Bonds.

"Average Annual Debt Service" means the sum total of the Annual Debt Service for all Sinking Fund Years divided by the total number of Sinking Fund Years during which any of the Series 2019 Bonds will remain outstanding. When calculating interest payable during such Sinking Fund Year for any series of variable rate bonds or repayment obligations paying interest at a variable rate which cannot be ascertained for any particular

Sinking Fund Year, it shall be assumed that such series of variable rate bonds or related repayment obligations will bear interest at such market rate of interest applicable to such series of variable rate bonds or related repayment obligations, as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise).

"Bonds" means the Series 2019 Bonds and all Bonds issued by the Issuer.

"Bondholder," "Registered Owner," or "Owner" means the registered owner of any bonds herein authorized.

"Code" means the Internal Revenue Code of 1986, as amended.

"Dated Date" means the initial delivery date of the Series 2019 Bonds.

"Default" and "Event of Default" mean, with respect to any default or event of default under this 2019 Master Resolution, any occurrence or event specified in and defined by Section 5.1 hereof.

"Fiscal Year" means the period of twelve (12) consecutive calendar months for which financial statements of the respective entity have been examined by its accountants; currently for the Issuer, a year ending on June 30th.

"Governing Body" means the City Council of the Issuer.

"Interest Payment Dates" means each _______ and _____, beginning ______.

"Issuer" means Centerville City, Utah, or any successor entity.

"Master Resolution" means this Master Resolution dated as of ______________, 2019.

"Outstanding" or "Outstanding Bonds" means any Bond which has been issued and delivered and not cancelled in accordance with the provisions hereof, except any Bond in lieu of or in substitution for which a new Bond shall have been delivered herewith, unless proof satisfactory to the Registrar is presented that such Bond is held by a bona fide holder in due course.

"Parity Bonds" means any bonds issued on a parity with the Series 2019 Bonds.

"Purchaser" means ____________.

"Registrar" or "Paying Agent" means the person or persons authorized by the Issuer to maintain the registration books with respect to the Series 2019 Bonds and to pay the principal on the Series 2019 Bonds on behalf of the Issuer. The initial Registrar and Paying Agent for the Series 2019 Bonds is the City Recorder of the Issuer.

"Revenue Fund" means the Centerville City Sales Tax Revenue Fund of the Issuer to be administered in accordance herewith.

"Revenues" means 100% of the sales and use tax revenues received by the Issuer pursuant to Title 59, Chapter 12, Part 14, Utah Code Annotated 1953, as amended.

"Series 2019 Bonds" means the Issuer's Special Obligation Sales Tax Revenue Bonds, Series 2019 issued in the total principal amount of $___________ authorized herein.

"Series 2019 Project" means financing all or a portion of financing the acquisition, construction, and equipping of recreational projects and improvements throughout Centerville City and all related improvements.

"Sinking Fund Year" means the 12-month period beginning July 1 of each year and ending June 30 of the following year, except that the first Sinking Fund Year will begin on the initial delivery date of the Series 2019 Bonds and will end on the following June 30.

Section 1.2 Master Resolution to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Series 2019 Bonds authorized to be issued hereunder by the Owners thereof from time to time, this Master Resolution shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Series 2019 Bonds; and the pledge made in this Master Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Series 2019 Bonds all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction of any of the Series 2019 Bonds over any other thereof, except as expressly provided in or permitted by this Master Resolution.

ARTICLE II
ISSUANCE OF SERIES 2019 BONDS

Section 2.1 Principal Amount, Designation, Series, and Interest Rate. The Series 2019 Bonds are hereby authorized for the purpose of providing funds to (a) finance the Series 2019 Project, and (b) pay costs incurred in connection with the issuance of the Series 2019 Bonds. The Series 2019 Bonds shall be limited to $___________ in aggregate principal amount, shall be issued in the form set forth in Exhibit A, in fully registered form and shall bear interest at the Fixed Rate and shall be payable as specified herein. The Series 2019 Bonds shall be designated as, and shall be distinguished from the bonds of all other series by the title, "Centerville City, Utah Special Obligation Sales Tax Revenue Bonds, Series 2019."

Section 2.2 Date and Maturities. The Series 2019 Bonds shall be dated as of their date of delivery and shall be paid as provided in this Section 2.2. The Series 2019 Bonds shall be initially issued as a single fully registered bond.

Except as provided in the next succeeding paragraph, principal payments, whether at maturity or by redemption (other than mandatory sinking fund redemptions as set forth in Section 2.3 below), shall be payable upon presentation of the applicable Series 2019 Bond at the offices of the Paying Agent for endorsement or surrender, or of any successor Paying Agent. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. Payment of interest on delinquent installments, if any, shall be made to the Registered Owner thereof and shall be paid by check or draft mailed to the Registered Owner thereof at his address as it appears on the registration books of the Issuer maintained by the Registrar or at such other address as is furnished to the Registrar in writing by such Registered Owner; provided that, prior to the any Registered Owner of a Series 2019 Bond or Bonds in an aggregate principal amount of not less than $1,000,000 may, by prior written instructions filed with the Paying Agent, instruct such payments be made by wire transfer to an account of the Registered Owner in the continental United States of America or other means acceptable to the Paying Agent.

Section 2.3 Mandatory Sinking Fund Redemption. [The Series 2019 Bonds are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Redemption Date (________)	Mandatory Sinking Fund Redemption Amount

* Final Maturity Date

Upon redemption of any Series 2019 Bonds maturing on _______, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the Series 2019 Bonds maturing on _______, in such order of mandatory sinking fund date as shall be directed by the Issuer.

To the extent that a mandatory sinking fund redemption results in the reduction in aggregate principal amount of the Series 2019 Bonds Outstanding, a Registered Owner shall not be required to submit its Series 2019 Bond certificate to the Paying Agent for payment and shall instead make an appropriate notation on such Bond certificate indicating the date and amounts of such redemption in principal, except in the case of final maturity, in which case the certificate must be presented to the Paying Agent prior to payment. The Paying Agent's records shall govern in the case of discrepancy with the noted schedule on the Series 2019 Bonds, absent manifest error.

Section 2.4 Optional Redemption and Redemption Prices. The Series 2019 Bonds are callable at any time, in whole or in part, (and, if in part, in such order of maturity as determined by the Issuer) at the option and direction of the Issuer and upon thirty (30) days' prior written notice, at a redemption price equal to 100% of the principal amount to be redeemed (plus the Breakage Fee, if any), plus accrued interest to the redemption date.

Section 2.5 Execution and Delivery of the Series 2019 Bonds. The Mayor of the Issuer is hereby authorized to execute by manual or facsimile signature the Series 2019 Bonds and the City Recorder of the Issuer to countersign by manual or facsimile signature the Series 2019 Bonds and to have imprinted, engraved, lithographed, stamped, or otherwise placed on the Series 2019 Bonds the official seal of the Issuer. The City Recorder is hereby authorized to deliver to the Purchaser the Series 2019 Bonds upon payment to the Issuer of the proceeds of the Series 2019 Bonds.

Section 2.6 Bank Designation of Series 2019 Bonds. For purposes of and in accordance with Section 265 of the Code, the Issuer has designated the Series 2019 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2019 will not exceed $10,000,000. For purposes of this Section, "aggregated issuer" means any entity which, (i) issues obligations on behalf of the Issuer, (ii) derives its issuing authority from the Issuer, or (iii) is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and (b) the total amount of obligations so designated by the Issuer, and all aggregated issuers for calendar year 2019 does not exceed $10,000,000.

ARTICLE III
REGISTRATION, PAYMENT, AND FLOW OF FUNDS

Section 3.1 Execution of and Registration of Series 2019 Bonds; Persons Treated as Owners.

(a) The Series 2019 Bonds shall be signed by the Issuer and the Issuer shall cause books for the registration and for the transfer of the Series 2019 Bonds to be kept by the City Recorder who is hereby appointed the Registrar of the Issuer with respect to the Series 2019 Bonds. Any Series 2019 Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2019 Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the registration books kept by the Registrar. Upon surrender for transfer of any Series 2019 Bond duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and deliver in the name of the transferee or transferees, a new Series 2019 Bond or Bonds of the same maturity and series for a like aggregate principal amount as the Series 2019 Bond surrendered for transfer. Series 2019 Bonds may be exchanged at the office of the Registrar for a like aggregate principal amount of Series 2019 Bonds of the same series or other Authorized Denominations and the same maturity. The execution by the Issuer of any Series 2019 Bond of any Authorized Denomination shall constitute full and due authorization of such denomination, and the Registrar shall thereby be authorized to deliver such Series 2019 Bond. The Registrar shall not be required to transfer or exchange any Series 2019 Bond at any time following the mailing of notice calling such Series 2019 Bond for redemption.

(b) Series 2019 Bonds surrendered for payment, redemption or exchange, shall be promptly cancelled and destroyed by the Issuer.

(c) The Issuer, the Registrar, and the Paying Agent may treat and consider the person in whose name each Series 2019 Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the principal or redemption price thereof and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of any Series 2019 Bond shall be made only to or upon order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2019 Bond to the extent of the sum or sums so paid.

(d) The Issuer may require the payment by the Registered Owner requesting exchange or transfer of Series 2019 Bonds of any tax or other governmental charge and any service charge which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Series 2019 Bond shall be delivered.

Section 3.2 <u>Deposit of Bond Proceeds</u>. The proceeds from the sale of the Series 2019 Bonds shall be applied as follows:

(a) $__________ to finance the Series 2019 Project; and

(b) $__________ to pay costs of issuance.

Section 3.3 <u>The Series 2019 Bonds Constitute Special Limited Obligations</u>. Notwithstanding anything in this Resolution elsewhere contained, the principal and interest on the Series 2019 Bonds shall be payable out of 100% of the Revenues, and in no event, shall the Series 2019 Bonds be deemed or construed to be a general indebtedness of the Issuer or payable from any funds of the Issuer other than the Revenues.

Section 3.4 Flow of Funds. From and after the delivery date of the Series 2019 Bonds, and until all the Parity Bonds and Series 2019 Bonds have been fully paid, the Revenues shall be set aside into the "Centerville City Special Obligation Sales Tax Revenue Fund" referred to herein as "Revenue Fund" established hereunder. The Issuer will thereafter make accounting allocations of the funds deposited in said Revenue Fund for the following purposes and in the following priority:

(a) There shall be allocated to a subaccount established on the books of the Issuer hereunder known as the "Bond Fund," such amounts as will assure, to the extent of the availability of Revenues, the prompt payment of the principal and interest, if any, on the Series 2019 Bonds as shall become due and on all bonds or obligations issued in parity therewith (including the Parity Bonds). The amount to be so set aside with respect to the Series 2019 Bonds shall, as nearly as may be practicable, be set aside and allocated to the Bond Fund, an amount equal to the principal and interest payable on the Series 2019 Bonds on the next succeeding payment date to the end that there will be sufficient funds allocated to the Bond Fund to pay the principal and interest, if any, on the Series 2019 Bonds and principal and interest on all bonds or obligations issued on a parity therewith, including the Parity Bonds, as and when the same become due. Amounts allocated to the Bond Fund shall be used solely for the purpose of paying the Series 2019 Bonds and principal and interest on all bonds or obligations issued in parity therewith, including the Parity Bonds, if applicable, and shall not be reallocated, transferred, or paid out for any other purpose. In the event insufficient moneys are available to make prompt payment of the full principal and interest on the Series 2019 Bonds as shall become due and the principal and interest on all bonds and obligations issued in parity therewith, including the Parity Bonds, such moneys shall be allocated pro rata based on the amount of principal and interest next coming due on the Series 2019 Bonds and each such Parity Bond.

(b) All remaining funds, if any, in the Bond Fund after all of the payments required to be made into the Bond Fund have been made, may be used by the Issuer (i) to purchase or prepay any Bond in accordance with the provisions hereof governing prepayment of the Bonds authorized hereunder in advance of maturity or, in the case of Parity Bonds, in accordance with the provisions of the resolution authorizing such Parity Bonds governing prepayment of such Parity Bonds in advance of maturity, including payment of expenses in connection with such purchase or prepayment; and (ii) to pay the principal or prepayment price of on any Bonds, for any other lawful purpose, including without limitation, payment of other obligations of the Issuer.

(c) If at any time the Revenues of the Issuer shall be insufficient to make any payment to any of the above funds or accounts on the date or dates specified, the Issuer shall make good the amount of such deficiency by making additional payments out of the first available Revenues thereafter received by the Issuer or from other legally available moneys of the Issuer.

Section 3.5 Investment of Funds. Any funds allocated to the Bond Fund may, at the discretion of the Issuer, be invested in accordance with the State Money Management Act. All income derived from the investment of the moneys of the Bond Fund shall be maintained in said respective accounts, and funds disbursed along with the other moneys on deposit therein as herein provided. There shall not be required to be in the Bond Fund at any time more than the total amount required to pay the total interest and principal outstanding of the Series 2019 Bonds. Whenever the money in the Bond Fund equal the total interest and principal amount of the Series 2019 Bonds outstanding, the money in said Fund shall be used to prepay all of the Series 2019 Bonds.

Section 3.6 Perfection of Security Interest. (a) The Master Resolution creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Master Resolution as security for payment of the Series 2019 Bonds, enforceable in accordance with the terms thereof.

(b) Under the laws of the State of Utah, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE IV
GENERAL COVENANTS

Section 4.1 General Covenants. The Issuer hereby covenants and agrees with each and every holder of the Series 2019 Bonds issued hereunder the following:

(a) The Issuer covenants that it shall fund and maintain as provided herein all funds referenced herein, until such time as the Series 2019 Bonds have been paid in full.

(b) While any of the Series 2019 Bonds remain outstanding and unpaid, any resolution or other enactment of the Governing Body of the Issuer, applying the Revenues for the payment of the Series 2019 Bonds shall be irrevocable until the Series 2019 Bonds have been paid in full, and shall not be subject to amendment or modification in any manner which would impair the rights of the holders of the Series 2019 Bonds or which would in any way jeopardize the timely payment of principal and interest when due.

(c) So long as any Series 2019 Bonds remain outstanding, proper books of record and account will be kept by the Issuer separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the receipt and use of the Revenues. Each Bondholder or any duly authorized agent or agents of such holder shall have the right at all reasonable times to inspect all records, accounts, and data relating thereto.

(d) The Issuer shall levy sales taxes at the maximum rate allowed by state law in order to maintain a Targeted Debt Service Coverage Ratio not less than 1.25 to 1.00, tested as of the last day of each Fiscal Year; however, failure by the Issuer to maintain this Targeted Debt Service Coverage Ratio shall not constitute an event of Default under Section 5.1 of this Resolution.

Section 4.2 Additional Indebtedness. No additional indebtedness, bonds, or notes of the Issuer secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the Bonds herein authorized shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds. In addition, no Additional Bonds or other indebtedness, bonds, or notes of the Issuer payable on a parity with the Series 2019 Bonds herein authorized out of Revenues shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default is existing under this Master Resolution on the date of authentication of such additional bonds, unless (i) the Owners of all outstanding Bonds have each consented to the issuance of such Additional Bonds despite the existence of an Event of Default or (ii) any event of default shall be cure cured upon the issuance of the proposed additional bonds.

(b) Revenues for the Bond Fund Year immediately preceding the proposed date of issuance of such additional bonds are at least equal to 125% of the maximum Annual Debt Service for any Sinking Fund Year on all Bonds to be outstanding following the issuance of such additional bonds; provided, however, that such Revenue coverage test shall not apply to the issuance of any additional bonds to the extent they are issued for refunding purposes and the aggregate Average Annual Debt Service for such additional bonds does not exceed the then remaining aggregate Average Annual Debt Service for the Bonds being refunded therewith.

ARTICLE V
MISCELLANEOUS

Section 5.1 Default and Remedies. Failure of the Issuer to (i) pay interest on any Bonds when and as the same shall have become due, (ii) pay the principal of or any redemption premium on any Bond when and as the same shall become due, whether at the stated maturity or redemption date thereof or by acceleration, or (iii) perform any other covenant or requirement of the Issuer under this Resolution within thirty (30) days after having been notified in writing by a Bondholder of such failure, shall constitute an event of Default hereunder and shall allow each Bondholder to take the following enforcement remedies:

(a) The Bondholder may require the Issuer to pay an interest penalty equal to the Default Rate of the outstanding principal amount and interest on the Series 2019 Bonds, said interest penalty to accrue from the date of the notice of the Bondholder to the Issuer referenced hereinabove until the default is cured by the Issuer. Said interest penalty shall be paid on each succeeding payment date until the default is cured by the Issuer.

(b) The Bondholder may appoint a trustee bank to act as a receiver of the Revenues for purposes of applying said Revenues toward the Revenue allocations required in Section 3.4 herein and in general, protecting and enforcing each Bondholder's rights thereto, in which case, all administrative costs of the trustee bank in performing said function shall be paid by the Issuer.

No remedy conferred herein is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to each Bondholder hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon a default shall impair any such right, power or remedy or shall be construed to be a waiver of any default or acquiescence therein; and every such right, power or remedy may be exercised from time to time as may be deemed expedient.

Section 5.2 Amendments to Resolution. Provisions of this Resolution shall constitute a contract between the Issuer and the Bondholder; and after the issuance of the Series 2019 Bonds, no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner until such time as all of the Series 2019 Bonds have been paid in full except as hereinafter provided.

The Bondholders shall have the right from time to time to consent to and approve the adoption by the Issuer of resolutions modifying or amending any of the terms or provisions contained in this Resolution in the manner and to the extent set out below.

(a) Exclusive of supplemental resolutions covered by subsection (b) hereof, whenever the Issuer shall propose to amend or modify this Resolution under the provisions of this section, it shall cause notice of the proposed amendment to be sent to all Bondholders of all Series 2019 Bonds then outstanding. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Recorder for public inspection. Should a Bondholder consent to the proposed amendment to this Resolution, it shall submit to the Issuer a written instrument which shall refer to the proposed amendatory resolution described in said notice and shall specifically consent to and approve the adoption thereof. Upon receipt of Bondholder consents representing at least seventy-five percent (75%) of the principal of Series 2019 Bonds outstanding, the Governing Body of the Issuer may adopt said amendatory resolution, and it shall become effective, provided, however, that nothing in this Section 5.2 shall permit or be construed as permitting (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate of or extension of the time of paying of interest on delinquent payments, without the consent of the Bondholder of such Series 2019 Bonds, or (b) a reduction in the amount or extension of the time of any payment required by any Fund or account established hereunder without the consent of the Bondholders of all the Series 2019 Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate principal amount of Series 2019 Bonds, the Bondholders of which are required to consent to any such waiver or a mandatory resolution, or (d) affect the rights of the Bondholders of less than all Series 2019 Bonds then outstanding, without the consent of the Bondholders of all the Series

2019 Bonds at the time outstanding which would be affected by the action to be taken.

(b) The Issuer may, without the consent of, or notice to, any of the Bondholders, enter into a resolution or resolutions supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(i) To provide for the issuance of Additional Bonds in accordance with the provisions of **Error! Reference source not found.** hereof;

(ii) To cure any ambiguity or formal defect or omission herein;

(iii) To grant to or confer upon the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders;

(iv) To subject to this Resolution additional Revenues or other revenues, properties, collateral or security;

(v) To make any change necessary (A) to establish or maintain the excludability from gross income for federal income tax purposes of interest on any Series of Bonds as a result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the funds established hereunder to the United States of America;

(vi) Unless otherwise provided by a supplemental resolution authorizing a series of Bonds, the designation of the facilities to constitute a Project by such supplemental resolution may be modified or amended if the Issuer delivers to the Bondholders (1) a supplemental resolution designating the facilities to comprise the Project and (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds; and

(vii) To correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are correct.

If a Bondholder at the time of the adoption of such amendatory resolution shall have consented to and approved the adoption thereof as herein provided, said Bondholder shall not have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provision therein contained or to the operation thereof or to enjoin or restrain the Issuer from taking any action pursuant to the provisions thereof.

Any consent given by a Bondholder pursuant to the provisions of this section shall be conclusive and binding upon all successive Bondholders.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 5.3 Maintenance of Proceedings. A certified copy of this Resolution and every amendatory or supplemental ordinance or resolution shall be kept on file in the office of the City Recorder where it shall be made available for inspection by any Bondholder or his agent. Upon payment of the reasonable cost of preparing the same, a certified copy of this Resolution, any amendatory or supplemental ordinance or resolution will be furnished to any Bondholder. The Bondholders may, by suit, action, mandamus, injunction, or other proceedings, either at law or in equity, enforce or compel performance of all duties and obligations required by this Resolution to be done or performed by the Issuer. Nothing contained herein, however, shall be construed as imposing on the Issuer any duty or obligation to levy any tax to pay the principal and interest on the Series 2019 Bonds authorized herein or to meet any obligation contained herein concerning the Series 2019 Bonds.

Section 5.4 Defeasance of the Series 2019 Bonds. If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to the Registered Owner of the Series 2019 Bonds for the payments due or to become due thereon at the times and in the manner stipulated therein, then the first lien pledge of the Revenues under this Resolution and any and all estate, right, title and interest in and to any of the funds and accounts created hereunder (except moneys or securities held by a Depository Bank for the payment of the Series 2019 Bonds) shall be cancelled and discharged.

Any Series 2019 Bond shall be deemed to be paid within the meaning of this section when payment of the Series 2019 Bonds (whether such due date be by reason of maturity or upon prepayment or redemption as provided herein) shall have been made in accordance with the terms thereof. At such time as the Series 2019 Bonds shall be deemed to be paid hereunder, they shall no longer be secured by or entitled to the benefits hereof (except with respect to the moneys and securities held by a Depository Bank for the payment of the Series 2019 Bonds).

Section 5.5 Sale of Series 2019 Bonds Approved. The sale of the Series 2019 Bonds to the Purchaser, at par, is hereby ratified, confirmed, and approved.

Section 5.6 Bondholders Not Responsible. The Bondholders shall not be responsible for any liabilities incurred by the Issuer in the acquisition of the Series 2019 Project.

Section 5.7 Notice of Series 2019 Bonds to be Issued. In accordance with the provisions of the Act, the City Recorder has caused a (a) "Notice of Public Hearing" to be published once a week for two consecutive weeks and (b) "Notice of Bonds to Be Issued" to be published once in the Davis County Clipper, a newspaper having general circulation in the Issuer, and has caused a copy of the Parameters Resolution to be kept on file in the office of the City Recorder for public examination during regular business hours at least thirty (30) days from and after the date of publication thereof, (b) posted on the Utah Public Notice Website (http://pmn.utah.gov) created under Section 63F-l-701 Utah Code Annotated 1953, as amended, and (c) posted on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended, no less than fourteen (14) days prior to the hearing. Such notices are hereby reaffirmed and approved. In accordance with the provisions of the Act and the Notice of Public Hearing, a public hearing was held on May 7, 2019, to receive input with respect to the issuance of the Series 2019 Bonds and the potential economic impact that the Series 2019 Project will have on the private sector.

Section 5.8 Additional Certificates, Documents, and Other Papers. The appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents, and other papers and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 5.9 Severability. If any section, paragraph, clause, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution. It is hereby declared by the Governing Body of the Issuer that it is the intention of the Issuer by the adoption of this Resolution to comply in all respects with the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated, 1953, as amended.

Section 5.10 Resolutions in Conflict. All resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

Section 5.11 Effective Date of Resolution. This Resolution shall take effect immediately upon its approval and adoption.

(SEAL)

By:________________________________
Mayor

ATTEST:

By:________________________________
City Recorder

EXHIBIT A

FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF UTAH
CENTERVILLE CITY
SPECIAL OBLIGATION SALES TAX REVENUE BOND, SERIES 2019

[THIS BOND HAS BEEN DESIGNATED BY THE ISSUER AS A QUALIFIED TAX-EXEMPT OBLIGATION FOR PURPOSES OF THE EXCEPTION CONTAINED IN SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RELATING TO THE DEDUCTIBILITY OF A FINANCIAL INSTITUTION'S INTEREST EXPENSE ALLOCABLE TO TAX-EXEMPT INTEREST.]

Number R - 1 $_____

Interest Rate	Maturity Date	Dated Date
	______________,	

Registered Owner: ____

Principal Amount: ________________________________ AND NO/100 DOLLARS*****

Centerville City, Utah ("Issuer"), a political subdivision and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on the Maturity Date specified above with interest thereon until paid at the an annual rate of interest (computed on the basis of a 360 day year of twelve 30 day months), payable semiannually on ___________ and ______________ of each year commencing ___________ (each an "Interest Payment Date"), until said Principal Amount is paid. Principal and premium, if any, shall be payable upon surrender of this Bond at the designated offices of the City Recorder, as Paying Agent or its successors. Interest on this Bond shall be payable by check or draft mailed to the Registered Owner hereof at his address as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; provided that, prior to the any Registered Owner of a Series 2019 Bond or Bonds in an aggregate principal amount of not less than $1,000,000 may, by prior written instructions filed with the Paying Agent (which instructions shall remain in effect until revoked by subsequent written instructions), instruct such payments be made by wire transfer to an account of the Registered Owner in the continental United States of America or other means acceptable to the Paying Agent. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is subject to mandatory sinking fund redemption and optional redemption as set forth in the 2019 Master Resolution.

This Bond is one of an issue of Bonds of the Issuer designated as the "Special Obligation Sales Tax Revenue Bonds, Series 2019" (the "Series 2019 Bonds") in the aggregate principal amount of $________, of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a Master Resolution dated as of ______________, 2019 (the "Master Resolution"), approved by resolution adopted on April 2, 2019 (the "Bond Resolution"), for the purpose of providing funds to (a) financing the acquisition, construction, and equipping of recreational projects and improvements throughout Centerville City all related improvements (the "Series 2019 Project"), and (b) pay costs incurred in connection with the issuance of the Series 2019 Bonds, all in full conformity with the Constitution and laws of the State of Utah.

If any installment payment of principal or interest is not paid when due and payable, the Issuer shall pay interest at the Default Rate (as defined in the Master Resolution) from said due date until paid. All payments shall be made in any coin or currency which on the date of payment is legal tender for the payment of debts due the United States of America. All payments shall be applied first to interest and then to principal.

Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Centerville City, Utah Special Obligation Sales Tax Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues as defined in and more fully described and provided in the Master Resolution.

The Series 2019 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

This Series 2019 Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Series 2019 Bonds does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2019 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that, within the limits provided by law, it will cause to be collected and accounted for sufficient Revenues as defined in the Master Resolution as will at all times be sufficient to pay promptly the principal of and interest on this Series 2019 Bonds and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Master Resolution.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THE SERIES 2019 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE TAXES INCLUDED IN THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2019 BONDS, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2019 BONDS.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2019 Bonds have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2019 Bonds, together with the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2019 Bonds and the issue of which it forms a part, as authorized for issue under the Master Resolution, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Series 2019 Bonds is one and all bonds issued on a parity with this Series 2019 Bonds.

The issuance of this Bond shall not, directly, indirectly, or contingently, obligate the Issuer or any agency, instrumentality, or political subdivision thereof to levy any form of taxation therefor or to make any appropriation for its payment.

IN TESTIMONY WHEREOF, the Issuer has caused this Bond to be signed by its Mayor and countersigned by its City Recorder under the corporate seal of said Issuer this ______________, _____.

(SEAL)

By:__________(Do Not Sign)_____________
Mayor

COUNTERSIGN:

By:__________(Do Not Sign)_____________
City Recorder

BOND PURCHASE AGREEMENT

CENTERVILLE CITY, UTAH

$__________
SPECIAL OBLIGATION SALES TAX REVENUE BONDS
SERIES 2019

___________, 2019

Centerville City, Utah
250 North Main
Centerville, Utah 84014

The undersigned, ________________ (the "Purchaser"), offers to purchase from Centerville City, Utah (the "Issuer"), $_________ in aggregate principal amount of Sales Tax Bonds, Series 2019 (the "Bonds") issued under a Master Resolution (the "Master Resolution") dated as of __________, 2019, with delivery and payment at the offices of Gilmore & Bell, P.C. in Salt Lake City, Utah, based upon the covenants, representations, and warranties set forth below.

1. Upon the terms and conditions and upon the basis of the representations set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, the Bonds. Exhibit A, which is hereby incorporated by reference into this Bond Purchase Agreement (the "Purchase Agreement"), contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid for, and the expected date of delivery and payment.

2. You represent and covenant to the Purchaser that (a) you have as of the closing of the Bonds on the date hereof (the "Closing"), the power and authority to enter into and perform this Purchase Agreement and the Master Resolution; (b) to adopt the resolution dated April 2, 2019 (the "Resolution") that authorized the delivery and sale of the Bonds to the Purchaser pursuant to the terms and conditions set forth in this Purchase Agreement and the Master Resolution; (c) this Purchase Agreement, the Master Resolution and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order, or agreement to which the Issuer is subject; (d) no governmental approval or authorization other than the Resolution is required in connection with the sale of the Bonds to the Purchaser; (e) this Purchase Agreement, the Master Resolution and the Bonds are legal, valid, and binding obligations of the Issuer enforceable in accordance with their respective terms, subject only to applicable bankruptcy, insolvency, or other similar laws generally affecting creditors' rights; and (f) there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its

officers to their respective offices or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or in any way contesting or affecting the transactions contemplated hereby or the validity or enforceability of the Bonds, the Resolution, the Master Resolution or this Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance, sale and delivery of the Bonds or the refunding of the Refunded Bonds (as such term is defined in the Master Resolution), the adoption of the Resolution, the execution and delivery of the Master Resolution and this Purchase Agreement or the Bonds or the Issuer's legal right, power and authority to collect, receive and pledge the Revenues (as such terms are defined in the Master Resolution).

3. As conditions to the Purchaser's obligations hereunder:

(a) From June 30, 2018 to the date of Closing, there shall not have been any (i) material adverse change in the financial condition or general affairs of the Issuer; (ii) event, court decision, proposed law, or rule which may have the effect of changing the federal income tax incidents of the Issuer or the owner of the Bonds or the interest thereon or the transactions contemplated by this Purchase Agreement; or (iii) international or national crisis, suspension of stock exchange trading, or banking moratorium materially affecting, in the Purchaser's reasonable opinion, the market price of the Bonds.

(b) At the Closing, the Issuer will deliver or make available to the Purchaser:

(i) The Bonds, in definitive form and the Master Resolution duly executed;

(ii) A certificate from authorized officers of the Issuer, in form and substance acceptable to the Purchaser, to the effect that the representations and information of the Issuer contained in this Purchase Agreement are true and correct when made and as of the Closing;

(iii) The approving opinion of the Issuer's counsel, satisfactory to the Purchaser and Bond Counsel;

(iv) The approving opinion of Gilmore & Bell, P.C., Bond Counsel, in standard form dated the date of Closing, relating to the legality and validity of the Bonds and the excludability of interest on the Bonds from gross income of the holders thereof for federal income tax purposes; and

(v) Such additional certificates, instruments, and other documents as the Purchaser may deem necessary with respect to the issuance and sale of the Bonds, all in form and substance satisfactory to the Purchaser.

4. The Issuer will pay the cost of the fees and disbursements of counsel to the Issuer, Bond Counsel and Municipal Advisor.

5. This Purchase Agreement is intended to benefit only the parties hereto, and the Issuer's representations and warranties shall survive any investigation made by or for the Purchaser, delivery, and payment for the Bonds, and the termination of this Purchase Agreement.

6. The Purchaser hereby represents that they are acquiring the Bonds for their own account, and not with a view to, or for sale in connection with, any distribution of the Bonds or any part thereof. The Purchaser has not offered to sell, solicited offers to buy, or agreed to sell the Bonds or any part thereof, and has no present intention of reselling or otherwise disposing of the Bonds.

7. The Bonds will not be (i) assigned a specific rating by any rating agency, (ii) registered with The Depository Trust Company or any other securities depository, or (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document.

8. The Issuer acknowledges and agrees that (i) the purchase of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Purchaser, (ii) in connection with such transaction, the Purchaser is acting solely as a principal and not as an agent or a fiduciary of the Issuer, (iii) the Purchaser has not assumed (individually or collectively) an advisory or fiduciary responsibility in favor of the Issuer with respect to the Bonds, (iv) the Purchaser has financial and other interests that differ from those of the Issuer, and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the Bonds.

Sincerely,

____

By:____________________________________

Its:____________________________________

ACCEPTED ON BEHALF OF:

CENTERVILLE CITY, UTAH

By:____________________________________
Mayor

ATTEST AND COUNTERSIGN:

By:____________________________________
City Recorder

EXHIBIT A

DESCRIPTION OF BONDS

1. Par Amount: $____

2. Purchase Price: $_____

3. Purchaser's Counsel Fee: $_____

4. Accrued Interest: $-0-

5. Interest Payment Date: _______ and _______, beginning __________

6. Dated Date: Closing Date

7. Form: Registered Bonds

8. Closing Date: _________ 2019

9. Redemption: [The Bonds are subject to optional redemption as set forth in the Master Resolution.]

10. Bank Designation: [Bonds are Bank Qualified]

11. [Mandatory Sinking Fund Schedule:

Mandatory Sinking Fund Redemption Date (_____)	Mandatory Sinking Fund Redemption Amount

*Final Maturity Date]

Cash Flow Analysis for Island View Park Project

3/19/2019

Fund 45 (PCIF) cash balance at 2/28/19	$	96,583
Fund 27 (RAP) cash balance at 2/28/19	$	275,303
Payment due to CPT for January and February 2019 RAP Tax	$	(3,621)
Reserve for SDRD payment #1 with interest at 6/30/19	$	(115,000)
85% of estimated RAP Tax distribution March-June 2019	$	112,715
Interest on RAP Tax Fund March-June 2019	$	2,500
GBD design/construction management contract balance	$	(63,170)
Other professional services (ESI) March-June 2019	$	(5,000)
Projected cash available 7/1/19:	$	300,310

85% of estimated RAP Tax distribution July-Dec 2019	$	181,228
($414,000 x 1.03 x 0.5 x 0.85)		
5% of estimated RAP Tax distribution Jul-Dec 2019	$	10,660
LWCF grant	$	677,000
State admin fee for grant	$	(64,000)
Funding available for construction in 2019	$	1,105,198

GBD "esimate of probable cost" at 3/19/19 - Phase 1	$	(1,543,543)
Construction contingency for Phase 1	$	(100,000)
Construction testing for Phase 1	$	(10,000)
Projected shortfall - Phase 1	$	(548,345)
Remove lighting alternate	$	61,199
	$	(487,146)

Assumptions:
Draws upon the LWCF Grant will occur regularly during construction period
5% RAP Tax Contingency in FY 2019 will all be used for Parks Master Plan Project (USU contract and survey costs)
No permits for new residential units issued March-Dec 2019

RAP Taxes Available for Island View Park New Debt Service 2020-2026

Assumes worst case scenario: 15% reduction due to recession in FY 2020 and no park impact fees
Assumes P&I due 6/30 each year

CY 2020 Jan-June: 181,228 x 0.85 (recession factor)	$	154,044
Less SDRD payment #2 at 6/30/20 at 3% interest	$	(112,000)
Available for new DS at 6/30/20	$	42,044
FY 2021: 154,044 x 2 x 1.03	$	317,331
Less SDRD payment #3 at 6/30/21 at 3% interest	$	(109,000)
Available for new DS at 6/30/21	$	208,331
FY 2022: 317,331 x 1.03	$	326,851
Less SDRD payment #4 at 6/30/22 at 3% interest	$	(106,000)
Available for new DS at 6/30/22	$	220,851
FY 2023: 326,851 x 1.03	$	336,657
Less SDRD payment #5 at 6/30/23 at 3% interest	$	(103,000)
Available for new DS at 6/30/23	$	233,657
FY 2024: 336,657 x 1.03 (available for new DS)	$	346,757
FY 2025: 346,757 x 1.03 (available for new DS)	$	357,160
FY 2026 thru May: 357,160 x 1.03 x 11/12 (available for new DS)	$	337,219

CENTERVILLE

Staff Backup Report
4/2/2019

Item No. 5.

Short Title: CDBG Project re ADA Ramps

Initiated By: City staff

Scheduled Time: 7:50

SUBJECT

a. Approve Agreement for CDBG funding to construct/replace ADA ramps
b. Award bid for construction of ADA ramps

RECOMMENDATION

a. Approve the attached Community Development Block Grant Agreement with Davis County for the installation of ADA ramps.
b. Award bid for construction of ADA ramps after receiving staff's recommendation, and waive the normal bidding requirements of the City's Procurement Policy for projects over $25,000.

BACKGROUND

a. The City recently learned of the opportunity to apply for CDBG funds during a Special Solicitation period. Davis County has funds remaining from an earlier program year which must be spent within a few months or the County's future CDBG entitlement amount will be reduced. Therefore, the County asked for applications for "hard projects" that could use these funds within a few months. CDBG funds must be used for projects that will benefit low/moderate income persons. Centerville City submitted an application to construct ADA ramps where none exist and possibly replace existing ramps that are non-compliant, although installing where none exist will be the priority. This work will be done in an area bounded by 400 East, 400 West, Parrish Lane and Pages Lane. ADA ramps qualify as an eligible project benefiting primarily low/moderate income persons. The City was awarded $40,000 of the $60,000 requested.

The County is asking the City to approve and execute the attached Agreement and to complete the work by the end of May. Staff are now soliciting bids in an informal process, which is acceptable to the County. Bids will be opened on Monday, April 1 and presented to the Council for action in their April 2 regular meeting. The short time frame for this opportunity required staff to solicit several bids informally rather than use the more extended formal bidding process for projects over $25,000 as required in the Procurement Policy. The Policy allows the City Council to waive the normal requirements when circumstances justify, as in this case.

b. Bids will be opened on Monday, April 1 for this project. Staff will make a recommendation in the Council meeting.

ATTACHMENTS:

Description

- Centerville Sidewalk ADA Project CDBG Agreement
- Bids for CDBG - Pedestrian Ramp Remplacements 4-1-19

DAVIS COUNTY UTAH
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
CENTERVILLE CITY
INSTALLATION OF ADA RAMPS PROJECT
2018-2019 PROGRAM YEAR

This Agreement is made by and between **DAVIS COUNTY**, a body corporate and politic of the State of Utah, hereinafter “County,” and **CENTERVILLE CITY**, a unit of local government, hereinafter “Subgrantee,” and is dated the date that the County Clerk/Auditor attests the applicable County signature (which date shall be the recordation date). County and Subgrantee may be collectively referred to herein as the “Parties.”

WHEREAS, the Parties are desirous of entering into an agreement pursuant to the regulations of the U.S. Department of Housing and Urban Development’, hereafter (HUD), Community Development Block Grant, 24 CFR Part 570, hereinafter “CDBG”; and

WHEREAS, the Parties are desirous of providing certain grant monies to Subgrantee for qualified activities under the CDBG program to benefit low- and moderate-income residents of County;

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, covenants, and/or considerations contained in this Agreement, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties agree to the following:

1. PURPOSE: The purpose of this Agreement is to provide funding for handicap ramps and sidewalk improvements constructed by the Subgrantee that meets CDBG national objectives benefitting low-and-moderate income persons.

2. TERM: The term of this Agreement shall commence on April 1, 2019, and shall, with the exception of all warranties, promises of indemnification, defense, hold harmless, releases, waivers, guarantees of workmanship, or as otherwise expressly set forth herein, terminate on July 31, 2019, unless extended or terminated earlier pursuant to the terms of this Agreement. All services performed by Subgrantee under this Agreement shall be performed within the dates of this term in order to be reimbursable by County.

3. SCOPE OF SERVICES: Subgrantee shall provide those services and allocate funds accordingly as set forth in Exhibit “A,” which is attached hereto and by this reference incorporated herein, and report accomplishments on a quarterly basis.

4. BUDGET: County shall provide an amount not to exceed forty thousand dollars ($40,000) services as contemplated by the terms of this Agreement. The basis for said compensation is set forth in Exhibit “B,” which is attached hereto and by this reference incorporated herein.

5. NOTICES: Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

COUNTY: Grants Administrator
c/o Davis County Clerk/Auditor
61 South Main Street, Room 109
PO Box 618
Farmington, UT 84025

SUBGRANTEE: Brant T. Hanson
City Manager
Centerville City
250 North Main Street
Centerville, Utah 84014

6. GENERAL CONDITIONS:

A. GENERAL COMPLIANCE: Subgrantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the United States Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subgrantee does not assume County's environmental responsibilities described in 24 CFR 570.604 and (2) Subgrantee does not assume County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subgrantee also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subgrantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. INDEPENDENT CONTRACTOR: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. Subgrantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as Subgrantee is an independent contractor.

C. INDEMNIFICATION, DEFENSE, HOLD HARMLES, WAIVER, AND RELEASE. Subgrantee, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of Subgrantee (collectively, the "Subgrantee Representatives"), agrees and promises to indemnify, defend, save and hold harmless County, as well as County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the acts or omissions, negligent or otherwise, of Subgrantee the Subgrantee Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. Subgrantee, for itself, and on behalf of the Subgrantee Representatives, agrees and promises that all costs, expenses, or otherwise relating to the Claims and incurred by County or the County Representatives or which County or the County Representatives would otherwise be obligated to pay, shall be paid in full by Subgrantee within thirty (30) calendar days after County provides Subgrantee with documents evidencing such costs, expenses, or otherwise. Subgrantee, for itself, and on behalf of the Subgrantee Representatives, further agrees and promises to waive, release, and discharge County and the County Representatives from and against any and all of the Claims that Subgrantee or the Subgrantee Representatives may have against County or the County Representatives that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the acts or omissions, negligent or otherwise, of Subgrantee or the Subgrantee Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance required under this Agreement, shall limit or waive any liability Subgrantee may have arising from, in connection with, or relating to this Agreement and/or Subgrantee or the Subgrantee Representatives acts or omissions, negligent or otherwise.

D. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS: During the Term of this Agreement, Subgrantee for itself, and on behalf of the Subgrantee Representatives affirms and agrees that Subgrantee and the Subgrantee Representatives shall not engage in any activity or conduct in violation of Federal, State, County, and/or Municipal laws, regulations, ordinances, and/or policies. Subgrantee understands, acknowledges, and agrees that it is Subgrantee's responsibility to understand and comply with the relevant Federal, State, County and/or Municipal laws, regulations, ordinances, and/or policies. Prior to and continuing through the Term of this Agreement, Subgrantee agrees to obtain, at its sole expense, any and all required permits and/or licenses required by law, regulation, ordinance, or otherwise. Subgrantee agrees to timely pay in full any applicable fees, sales taxes, or other taxes that may arise from, in connection with, or relating to this Agreement. Subgrantee further agrees to post any required bonds, which might be required to provide the services required under this Agreement. Failure to comply with this section is grounds for County, in its sole discretion, to immediately terminate this Agreement and pursue any remedy under this Agreement or at law, equity, or otherwise against Subgrantee.

E. LIMITED ENGLISH PROFICIENCY: Subgrantee shall prepare, maintain, and implement a Language Assistance Plan to ensure meaningful access to its programs and activities by limited English proficient persons in compliance with the Department of Housing and Urban Development "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice" in the Federal Register on January 22, 2007.

F. AMENDMENTS: Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

G. TERMINATION: County may terminate this Agreement at any time, with or without cause, by giving Subgrantee written notice by certified mail.

H. PERFORMANCE MEASUREMENTS: Subgrantee shall comply with all reporting requirements established by the federal government for HUD to ensure County has access to the data necessary to meet the standards of the Government Performance and Results Act (GPRA) of 1993 that holds all federal agencies accountable for establishing goals and objectives and measuring achievements. Subgrantee shall meet this requirement through the submission of quarterly performance and/or progress reports to County as outlined in Paragraph 7(C)(3) of this Agreement.

I. INFORMATION: County and HUD shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, materials, or other information prepared under or in conjunction with this Agreement.

J. GRANTOR RECOGNITION: Subgrantee shall insure recognition of the role of HUD funds in providing services through this Agreement. All activities, facilities and items funded under this Agreement shall be prominently labeled as HUD being the funding source. In addition Subgrantee shall reference the HUD support provided herein in all publications made possible with funds made available under this Agreement.

7. ADMINISTRATIVE REQUIREMENTS:

A. FINANCIAL MANAGEMENT:

1) ACCOUNTING STANDARDS: Subgrantee agrees to comply with 24 CFR 84.21−28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) COST PRINCIPLES: Subgrantee shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. DOCUMENTATION AND RECORD KEEPING:

1) RECORDS TO BE MAINTAINED: Subgrantee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a) Records providing a full description of each activity undertaken;
b) Records demonstrating that each activity undertaken meets the needs of low- and moderate-income persons, or low- and moderate-income areas;
c) Appropriate records detailing activities as identified in the Scope of Services (Exhibit A);
d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21−28; and
g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2) RETENTION: Subgrantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of County’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, or if there are claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3) CLIENT DATA: Subgrantee shall maintain records demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

4) DISCLOSURE: Subgrantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subgrantee's responsibilities with respect to services provided under this Agreement, is prohibited by the applicable State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5) CLOSE-OUTS: Subgrantee's obligation to County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subgrantee has control over CDBG funds, including program income.

6) AUDITS AND INSPECTIONS: All Subgrantee records with respect to any matters covered by this Agreement shall be made available to County, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subgrantee within 30 days after receipt by Subgrantee. Failure of Subgrantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subgrantee shall, no later than ninety (90) days after the end of Subgrantee's fiscal year, provide County with a copy of their most recent financial audit. Said audit shall be prepared by an independent auditor in compliance with guidelines for financial and compliance audits of federally assisted programs as contained in OMB Circulars A-122 and A-133.

C. REPORTING AND PAYMENT PROCEDURES:

1) PROGRAM INCOME: Program income received by Subgrantee is to be returned to County or retained by Subgrantee in accordance with provisions enumerated in 24 CFR section 570.503 and 570.504(c). Where program income is to be retained by Subgrantee, the activities that will be undertaken with program income shall be the same as those specified in Exhibit "A"–Scope of Services of the Agreement and all provisions of the written Agreement shall apply to the specified activities. When Subgrantee retains program income, transfer of grant funds by County to Subgrantee shall be adjusted according to the principles described in paragraphs (b)(2)(i) and (ii) of 24 CFR 570.504. Any program income on hand when the Agreement expires, or received after the Agreement's expiration, shall be paid to County as required by 24 CFR section 570.503(b)(8).

a) Subgrantee shall meet the requirements set forth in 24 CFR 570.504(c). At the end of the program year, County requires remittance of all interest earned on program income balances (including investments thereof) held by Subgrantee as required by the provisions at 570.500(b).

b) Subgrantee must track all interest earned on program income balances. The total amount of interest earned must be reported to County as of June 30 of each year. Funds must be maintained in a separate account in the event return of said funds must be remitted to HUD as per 570.504(b)(2)(iii). Subgrantee is liable for any funds required to be remitted to HUD under 570.504(b)(2)(iii).

2) BILLINGS: Subgrantee shall submit a billing to County not more often than monthly. Each billing shall include documentation of all expenses to be reimbursed by County (i.e., employee time sheets showing hourly distribution of time spent according to activities outlined in Exhibit "A," vouchers, invoices, and receipts). Additionally, verification that disbursements have been made must be provided (i.e., canceled checks or bank statements). Subgrantees will have thirty (30) days from the expiration date of this Agreement to submit a final billing for reimbursement. No billings received after December 31, 2019 will be processed.

3) INELIGIBLE EXPENSES: Subgrantee expenditures under this Agreement determined to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement, or because they are not eligible under CDBG regulations, or that are inadequately documented, and for which payment has been made to Subgrantee shall be immediately refunded to County. Subgrantee further agrees that County shall have the right to withhold any or all subsequent payments under this Agreement to Subgrantee until the recovery of overpayments or ineligible payments is made. If Subgrantee fails to timely reimburse County for ineligible expenses, Subgrantee shall be liable for County's attorney's fees and costs associated with County's actions to collect said reimbursements.

4) PUBLIC INFORMATION: Except as identified in writing and expressly approved by County, Subgrantee agrees that the original application, Agreement and related sales orders, invoices, and other expense documentation will be public documents and may be available for public distribution in accordance with the Utah State Government Records Access and Management Act.

5) REPORTS: Subgrantee shall submit to County performance/progress reports with each request for disbursement on forms acceptable to County. Subgrantee shall also maintain records and submit four quarterly reports plus an annual report. The quarterly reports shall be due to County no later than October 31, 2018, January 31, 2019, April 30, 2019, and July 31, 2019, October 31, 2019, and December 31, 2019. In addition to the quarterly reports, the contract term final report shall also be due no later than December 31, 2019. These reports shall include data on performance measurements, income and racial origin, the location of household(s) assisted, on-site inspections made to determine compliance with housing codes and any other pertinent information as required under this Agreement. County, at its discretion, may withhold payments if Subgrantee does not submit its quarterly performance reports on time.

D. PROCUREMENT:

1) COMPLIANCE: Subgrantee shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2) OMB STANDARDS: Unless specified otherwise within this Agreement, Subgrantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

E. USE AND REVERSION OF ASSETS: Subgrantee must meet the provisions of 24 CFR 570.503(b)(8) regarding the reversion of assets and/or return of excess funds, including any accounts receivable attributable to CDBG funds, and requirements regarding the post-close-out use of real property acquired or improved with CDBG funds in excess of $25,000. The property must be used to meet one of the national objectives set forth in 24 CFR 570.208 for five years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by County; or Subgrantee shall repay to County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT: Subgrantee agrees to comply with: 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); 2) the requirement of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and 3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Subgrantee shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Subgrantee also agrees to comply with applicable local ordinances, resolutions and policies concerning the displacement of persons from their residences.

9. REPRESENTATION REGARDING ETHICAL STANDARDS FOR COUNTY OFFICERS AND EMPLOYEES AND FORMER COUNTY OFFICERS AND EMPLOYEES: Subgrantee represents that it has not: (1) provided an illegal gift or payoff to a County officer or employee or former County officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Title 67, Chapter 16, Utah Public Officers' and Employees' Ethics Act, Utah Code Annotated (UCA); or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a County officer or employee or former County officer or employee to breach any of the requirements set forth in Title 67, Chapter 16, Utah Public Officers' and Employees' Ethics Act, Utah Code Annotated (UCA).

10. PERSONNEL AND PARTICIPANT CONDITIONS:

A. CIVIL RIGHTS:

1) COMPLIANCE: Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (HCDA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2) FAIR HOUSING: Subgrantee agrees to comply with 24 CFR 570.601, Public Law 88-353 and Public Law 90-284; affirmatively furthering fair housing; and Executive Order 11063.

3) LIMITED ENGLISH PROFICIENT PERSONS: Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1, including Title VI prohibition against national origin discrimination affecting limited English proficient persons.

4) NONDISCRIMINATION: Subgrantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

5) LAND COVENANTS: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

6) SECTION 504: Subgrantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended and implementing regulations when published for effect [24 CFR Part 8], which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. AFFIRMATIVE ACTION: Subgrantee agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

1) WOMEN- AND MINORITY-OWNED BUSINESSES (W/MBE): Subgrantee will use its best efforts to afford small businesses, minority business enterprises, and women's

business enterprises the maximum practicable opportunity to participate in the performance of this Agreement.

2) ACCESS TO RECORDS: Subgrantee shall maintain thorough records of all business transactions and shall give County and HUD, through any authorized representatives, access to and the right to examine all records, books, papers or documents to all Subgrantee operations funded in whole or in part under this Agreement for a period of three (3) years following the termination of this Agreement.

3) EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION (EEO/AA) STATEMENT: Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of Subgrantee, state that it is an Equal Opportunity or Affirmative Action employer.

4) SUBCONTRACT PROVISIONS: Subgrantee will include the provisions of paragraph 11, section A, Civil Rights, and section B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subgrantees or subcontractors.

C. EMPLOYMENT RESTRICTIONS:

1) PROHIBITED ACTIVITY: Subgrantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) LABOR STANDARDS: Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subgrantee agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subgrantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.

a) Subgrantee agrees to comply with the labor standards requirements as set forth in section 110(a) of the Act (40 U.S.C. 327 et seq.) and HUD regulations issued to implement such requirements at 24 CFR part 570.603 for non-volunteer labor and 24 CFR Part 70 for volunteer labor. Subgrantee agrees to comply with the requirements of 24 CFR 570.609 regarding the prohibition of use of debarred, suspended or ineligible contractors or Subgrantees in any contract.

3) SECTION 3 CLAUSE: Subgrantee agrees to comply with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Subgrantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. Subgrantee further agrees to comply with the following Section 3 requirements and to include the following language in all subcontracts executed under this Agreement:

a) "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project areas, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subgrantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located, where feasible.

D. CONDUCT:

1) NON-ASSIGNABILITY: Subgrantee shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement without written consent of County thereto. Subgrantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of County prior to the execution of such agreement.

2) HATCH ACT: Subgrantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

3) CONFLICT OF INTEREST: Subgrantee shall establish safeguards to prohibit its employees, board members, advisors and agents from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. Subgrantee shall disclose to County any conflict of interest or potential conflict of interest described above, immediately upon discovery of such. In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36(b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of County or Subgrantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter.

Subgrantee agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a) Subgrantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of Subgrantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of County, Subgrantee, or any designated public agency.

4) LOBBYING: No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed [24 CFR Part 87].

5) RELIGIOUS ACTIVITIES: Subgrantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. ENVIRONMENTAL CONDITIONS:

A. Subgrantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1) Clean Air Act, 42 U.S.C., 7401, *et seq.*;

2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended; and

4) Subgrantee agrees to comply with the laws, authorities under the National Environmental Policy Act of 1969 (NEPA) and each provision of law designated in the 24 C.F.R. 58.5.

B. ENERGY EFFICIENCY STANDARDS: Subgrantee agrees to comply insofar as they apply with the mandatory energy efficiency standards and policies in state energy conservation plan issued in compliance with the Energy Policy and Conservation Act [Pub. L. 94-163] [24 CFR 85-36(i)(13). See also 24 CFR Part 39].

C. FLOOD DISASTER PROTECTION: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), Subgrantee shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. LEAD-BASED PAINT: Subgrantee agrees to comply insofar as they apply with the lead-based paint requirements of 24 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act [42 USC 4821-4846.]. Subgrantee shall comply with said regulations implemented at 24 CFR 570.608.

E. HISTORIC PRESERVATION: Subgrantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

F. ENVIRONMENTAL REVIEW: i. In accordance with 24 C.F.R. Part 58.22, [sub-recipient] agrees to refrain from undertaking any physical activities or choice limiting actions until the County has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

ii. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities found at §58.5 and requirements at §58.6. Provision of funding is further conditioned on the County's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

iii. [Sub-recipient] agrees to abide by the special conditions, mitigation measures or requirements identified in the County's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

iv. Until the County has notified the [sub-recipient] in writing of the environmental approval for the project, neither [sub-recipient] nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

v. [Sub-recipient] agrees to provide the County with all available environmental information about the project and any information which the County may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the County's opinion is needed to fulfill its obligations under HUD environmental requirements.

vi. [Sub-recipient] agrees to advise the County of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

12. SEVERABILITY: If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

13. WAIVERS OR MODIFICATION: No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

14. BINDING EFFECT; ENTIRE AGREEMENT: This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, assigns, officers, directors, employees, agents, representatives, subrogees and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties, whether written or oral which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

15. REDUCTION IN ADMINISTRATIVE COMPENSATION: In the remote event that HUD should, for any reason, reduce or eliminate County's funding under the CDBG Agreement, County reserves the right to renegotiate the amount of compensation due Subgrantee for the activities funded as provided herein, or to terminate this Agreement at County's discretion. Further, County reserves the right to reduce the amount of the grant allocation hereunder or to terminate this Agreement at County's discretion when County's fiscal monitoring indicates Subgrantee's rate of expenditure will result in unspent funds at the end of the program year.

16. SETOFF: Notwithstanding any provision appearing to the contrary, Subgrantee shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Subgrantee. County may withhold payment of compensation to Subgrantee for the purpose of setoff until such time as the exact amount of damage incurred by County that would be due from Subgrantee is determined and paid. Such damages may include HUD's disqualification of activities funded because of Subgrantee's failure to properly administer the same.

17. NO THIRD PARTY BENEFICIARIES: Subgrantee's obligations are solely to County and HUD and County's obligations are solely to Subgrantee and HUD. This Agreement shall confer no third party rights whatsoever other than those between the Parties hereto and HUD.

18. SUCCESSORS: Subgrantee covenants that the provisions of this Agreement shall be binding upon heirs, successors, sub-contractors, representatives, and agents.

19. AMBIGUITY: Any Ambiguity in this Agreement shall be construed in favor of County.

20. ENFORCEMENT OF THE AGREEMENT: In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if Subgrantee materially fails to comply with any of the terms of this Agreement. County may require Subgrantee to repay funds disbursed to Subgrantee if it is determined Subgrantee has breached the provisions of this Agreement. County may permit the Agreement to be terminated for convenience in accordance with 24 CFR 85.44.

21. CHOICE OF LAW; JURISDICTION; VENUE: This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Any party who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing party for its attorneys' fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

22. RIGHTS AND REMEDIES CUMULATIVE: The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

23. TIME OF ESSENCE: Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.

24. RECITALS INCORPORATED: The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

25. COUNTERPARTS; ELECTRONICALLY TRANSMITTED SIGNATURES: This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

26. INSURANCE: Prior to beginning the service(s) set forth in this Contract and throughout the entire term of this Contract, Service Provider agrees and warrants that it will obtain and maintain, at Service Provider's expenses, the following types of insurance:

A. A valid occurrence form commercial general liability insurance policy, which either covers contractual agreements for hold harmless, defense, and indemnification costs, expenses, or otherwise such as the indemnification, defense, and hold harmless provision set forth in this Contract or whereby "Davis County" is endorsed by the Insurer as an "additional insured" to the insurance policy, with minimum limits as follows:
(1) Each occurrence - $1,000,000.00;
(2) Personal & Adv. Injury - $2,000,000.00;
(3) General aggregate - $2,000,000.00;
(4) Products – Comp/Op aggregate - $2,000,000.00;

B. A valid automobile liability insurance policy that covers any auto with a combined single limit for each accident of at least $1,000,000.00; and
C. A valid Workers Compensation and Employers' Liability insurance policy with minimum limits as required by law. If any proprietor, partner, executive, officer, member, or otherwise is excluded from the Workers Compensation and Employers' Liability insurance policy, Service Provider shall provide County with the applicable state issued waiver relating to any and all proprietors, partners, executives, officers, members, or otherwise of Service Provider where the Workers Compensation and Employers' Liability insurance has been waived.

At any time prior to or during the term of this Contract, County may request Service Provider, Service Provider's insurance agent(s), or Service Provider's Insurer(s), to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein. If Service Provider fails to provide County with a valid Certificate of Liability Insurance that satisfies the insurance requirements set forth herein within two (2) business days of County's request, County may immediately terminate this Contract. In the event that County terminates this Contract because Service Provider either fails to timely provide County with a Valid Certificate of Liability Insurance or Service Provider fails to have the insurance as required herein, the Parties agree that Service Provider shall, notwithstanding any other provision of this Contract, not be entitle to any further compensation from County, and Service Provider shall be fully liable for any and all costs, expenses, damages, or otherwise that County incurs to complete this Contract.

IN WITNESS WHEREOF, the Parties are signing this Agreement as of the date stated in the introductory clause.

DAVIS COUNTY, UTAH:

____
Randy B. Elliott, Commission Chair
Board of Davis County Commissioners
DATE: ______________________________

ATTEST:

____
Curtis Koch
Davis County Clerk/Auditor

APPROVED AS TO FORM:

____
Davis County Attorney's Office

CENTEVILLE CITY:

BY:______________________________
Clark Wilkinson
Mayor

DUNS Number: 13-892-9950

STATE OF UTAH)
: ss
COUNTY OF ____________)

The foregoing instrument was acknowledged before me this _________day of ___________, ______, by Clark Wilkinson, Mayor, Centerville City, a unit of local government.

____
NOTARY PUBLIC, Residing in
______________________ County, Utah

DAVIS COUNTY-FACILITIES MANAGEMENT

Exhibit "A" – Scope of Services

Purpose and Nature of Services
Subgrantee is a unit of local government that directs the culinary water, street maintenance and storm drain programs and all related services in a safe and efficient manner for Centerville City.

Tasks
Subgrantee will use the CDBG funds it receives, as outlined in Exhibit "B" Budget, for the replacement and upgrade of existing curbs from 400 East to 400 West, from Pages Lane to Parrish Lane in Centerville.

Level of Services
Subgrantee anticipates providing improved access with assist eligible 250 persons with increased access and improved sidewalks and accessibility for the elderly and disabled in the city with ADA ramps, who reside in areas of Davis County included in the Davis CDBG program, which includes Bountiful, Centerville, Clinton, Farmington, Fruit Heights, Kaysville, North Salt Lake, Sunset, Syracuse, Wet Bountiful, West Point, Woods Cross, and the unincorporated area of Davis County with the funds it receives from Davis County. (*Excluded are the cities of Layton, Clearfield, and South Weber*.)

Performance Schedule
Program services will be performed within the terms of this Agreement: April 1, 2019 to July 31, 2019.

The programs address the following national objective of the CDBG program: they benefit low and moderate-income persons on the basis of limited clientele activities [24 CFR 570.208(a)(2)].

The eligible activity(s) for these programs is/are public facilities [24 CFR 570.201(c)].

Exhibit "B" – Budget

Davis County will contribute an amount not to exceed forty-thousand dollars ($40,000.00) from its 2018-2019 Community Development Block Grant allocation as follows:

Public Facilities/Improvements

ADA Sidewalk Improvements	$40,000
TOTAL	$ 40,000

CDBG – PED RAMP REPLACEMENT PROJECT 2019
PROJECT #09-044

ACME

BID SCHEDULE					
Item	Description	Amounts	Units	Unit Price	Total
1	Remove and replace 10 - Ped Ramps (4" thick) including saw-cut as needed	1,000	SF	16.00	16,000.00
2	Remove and replace sidewalk (4" thick) including saw-cut as needed	500	SF	9.00	4,500.00
3	Remove and replace road-base (4" deep) as per City representative	500	SF	3.00	1,500.00
4	Remove and replace curb and gutter including saw-cut as needed	100	LF	37.00	3,700.00
5	Remove and replace waterway including saw-cut as needed	100	SF	22.00	2,200.00
6	Restore Landscaping as needed.	1	Lump Sum	4,500.00	4,500.00
7	Provide Temporary Traffic Control for Pedestrian Safety as per latest edition MUTCD	1	Lump Sum	11,500.00	11,500.00
	Total Bid Schedule (Items 1-7)			43,900.00	

CDBG – PED RAMP REPLACEMENT PROJECT 2019
PROJECT #09-044

JMR

BID SCHEDULE					
Item	**Description**	**Amounts**	**Units**	**Unit Price**	**Total**
1	Remove and replace 10 - Ped Ramps (4" thick) including saw-cut as needed	1,000	SF	18.50	18,500.00
2	Remove and replace sidewalk (4" thick) including saw-cut as needed	500	SF	15.50	7,750.00
3	Remove and replace road-base (4" deep) as per City representative	500	SF	17.75	8,875.00
4	Remove and replace curb and gutter including saw-cut as needed	100	LF	42.75	4,275.00
5	Remove and replace waterway including saw-cut as needed	100	SF	30.50	3,050.00
6	Restore Landscaping as needed.	1	Lump Sum	10,000.00	10,000.00
7	Provide Temporary Traffic Control for Pedestrian Safety as per latest edition MUTCD	1	Lump Sum	5100.00	5,100.00
	Total Bid Schedule (Items 1-7)				57,550.00

CENTERVILLE

Staff Backup Report
4/2/2019

Item No. 6.

Short Title: Mayor's Report

Initiated By: Mayor Wilkinson

Scheduled Time: 8:00

SUBJECT

a. Appointments to boards and committees

RECOMMENDATION

Mayor Wilkinson may recommend appointments and report on other matters of City interest.

BACKGROUND

CENTERVILLE

Staff Backup Report
4/2/2019

Item No. 7.

Short Title: City Manager's Report

Initiated By: City Manager

Scheduled Time: 8:10

SUBJECT

a. Planning Commission update

RECOMMENDATION

The new City Manager, Brant Hanson, will report on business discussed by the Planning Commission in their most recent meeting. He may also report on other matters of City interest.

BACKGROUND

CENTERVILLE

Staff Backup Report
4/2/2019

Item No. 8.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

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

BACKGROUND