CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 PM ON MARCH 5, 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 Community Foundation Board Meeting

7:00 **A. ROLL CALL**

(See City Manager's Summary Memo)

B. PRAYER OR THOUGHT

Councilman McEwan

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. Update from UTOPIA/UIA Executive Director

7:40 2. Minutes Review and Acceptance
January 31, 2019 Special Meeting minutes

February 19, 2019 Regular Meeting minutes
February 19, 2019 Work Session minutes
February 26, 2019 Special Meeting minutes

7:40 3. Summary Action Calendar

a. Interlocal Agreement with Davis County for Election Services
b. Employment Agreement for City Manager

7:40 4. Public Hearing - Zoning Map Amendment - Hafoka - 484 & 522 W Porter Lane

Consider the proposed Zoning Map Amendment for the property located at approximately 484 & 522 West Porter Lane, Parcel ID 03-001-0209, from Residential-Low to Residential-Medium - Ordinance No. 2019-03

8:00 5. Public Hearing - Final Subdivision Plat - Legacy Lands - 1243 North 1300 West

Consider the Final Subdivision Plat for Legacy Lands, a five lot commercial subdivision located at approximately 1243 North 1300 West.

8:10 6. Interlocal Agreement with Farmington City for Lund Lane

Consider Resolution No. 2019-03 regarding an Interlocal Agreement with Farmington City for Lund Lane.

8:20 7. Mayor's Report

a. Appointments to Boards and/or Committees
b. Legislative Update

8:30 8. City Manager's Report

a. Planning Commission update
b. Island View Park Project and funding analysis update

9. Closed meeting, if needed, 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

8:45 10. RDA/ACB Meeting (see separate agenda)

CENTERVILLE

Staff Backup Report
3/5/2019

Item No.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- 3-5-19 Summary Memo

CENTERVILLE CITY
250 North Main · Centerville, Utah 84014-1824 · (801) 295-3477 · Fax: (801) 292-8034
Incorporated in 1915

Mayor
Clark Wilkinson

City Council
Tamilyn Fillmore
William Ince
Stephanie Ivie
George McEwan
Robyn Mecham

City Manager
Steve H. Thacker

interoffice MEMORANDUM

to: Mayor Wilkinson
City Council
cc: Department Heads
Planning Commission
from: Steve H. Thacker, City Manager
subject: City Manager's Summary of March 5, 2019 Council Meeting
date: March 1, 2019

5:30 **Community Foundation Board Meeting** – The Foundation Board will meet at 5:30 p.m. prior to the regular City Council meeting. Among the elected officials, this involves only the Mayor and Councilman Ince, plus the City Manager and Management Services Director. Dinner will be available about 5:15 p.m. for those attending this meeting. An agenda was emailed to the Board earlier this week.

7:00 **Regular City Council Meeting**

E.1. **UTOPIA/UIA Update** - Roger Timmerman, UTOPIA Executive Director, will provide an update of UTOPIA/UIA operations and finances and answer questions from the Council.

E.2. **Minutes Review** – The minutes to be approved are available via NovusAgenda. Staff recently discovered that the January 31 special council meeting minutes had not been approved, so these are included on this agenda.

E.3. **Summary Action Calendar**

a. **Agreement re Election Services** – In an earlier meeting the City Council agreed to contract with Davis County to run the municipal elections in Centerville this year, which will be a mail-in ballot election with a single polling place on election day. The Agreement prepared by Davis County has been sent for the Council's approval.

b. **Employment Agreement** – This is for the hiring of a new City Manager, Brant Hanson, the current City Manager in Ephraim, Utah. He will begin work the last week of March.

E.4. **Public Hearing – Zoning Map Amendment** – The Planning Commission recommends rezoning of this 1.04 acres from Residential-Low to Residential-Medium (R-M), located at 484 & 522 West Porter Lane. The parcel contains two single family homes and a portion is already zoned R-M. Medium density residential development currently exists west and south of this property. This rezone would allow a total of six or seven units on this parcel.

E.5. **Public Hearing – Legacy Lands Subdivision Final Plat** – The Planning Commission recommends approval of the final plat for this 5-lot commercial subdivision located at approximately 1243 North 1300 West. The property is located in the Shorelands Commerce Park Zone. Office and warehouse use are intended for this property.

MAKING Life BETTER
Centerville City

E.6. **Agreement with Farmington City re Lund Lane** – An agreement of this type was initially discussed in 2000, but never approved. It pertains to the improvement and maintenance of Lund Lane—which is split between Centerville and Farmington—from Main Street to the Frontage Road. A subdivision to be built on the north side of the road has brought this matter to the forefront. It provides guidance regarding the road improvement standards and future maintenance responsibilities of the two cities.

E.7. **Mayor's Report** – Mayor Wilkinson may recommend appointments to City boards/committees, and will lead out on an update of bills of interest in the current State Legislative Session.

E.8. **City Manager's Report** – I will report on the matters considered by the Planning Commission in their most recent meeting, as requested by the City Council. I will also review an update of the funding available for the Island View Park Phase I Project and report on the most recent meeting with the design team.

E.9. **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.

RDA/ACB Meeting - The Council will adjourn into an RDA/ACB meeting following the regular council meeting to discuss proposed amendments to the Operating Lease with CenterPoint Theatre for the use of the performing arts center. If time permits, the RDA Board will also continue its discussion of the potential uses of future tax increment revenues from the RDA's three Project Areas.

Potential Agenda Items for March 19, 2019 meetings (subject to change):

- *Work session: Budget training from ULCT staff*
- *Two musical numbers by Centerville Jr. High School choir*
- *Award bids:*
  - *Sheffield Downs water line*
  - *Crack & Slurry Seal Project 2019*
  - *Sidewalk Replacement Project 2019*
- *Financial Report*
- *Appoint ad hoc committee to review foothills strategic management plan draft*
- *Adopt new compensation plan*
- *RDA/ACB meeting:*
  - *Operating lease amendments for Performing Arts Center*
  - *Tax increment participation agreement with developer of Legacy Trails Subdivision*
- *Work session on March 13 with Planning Commission*

ST/mw

CENTERVILLE

Staff Backup Report
3/5/2019

Item No. 1.

Short Title: Update from UTOPIA/UIA Executive Director

Initiated By:

Scheduled Time: 7:10

SUBJECT

RECOMMENDATION

Allow Roger Timmerman, UTOPIA Executive Director, to present an update of UTOPIA/UIA operations and finances. Council Members should use this opportunity to ask any questions they may have about UTOPIA or UIA.

BACKGROUND

The UTOPIA Executive Director has offered to meet with the city councils of all member cities and provide an update of operations, finances, etc. He provided the attached slides that will be used in his presentation.

ATTACHMENTS:

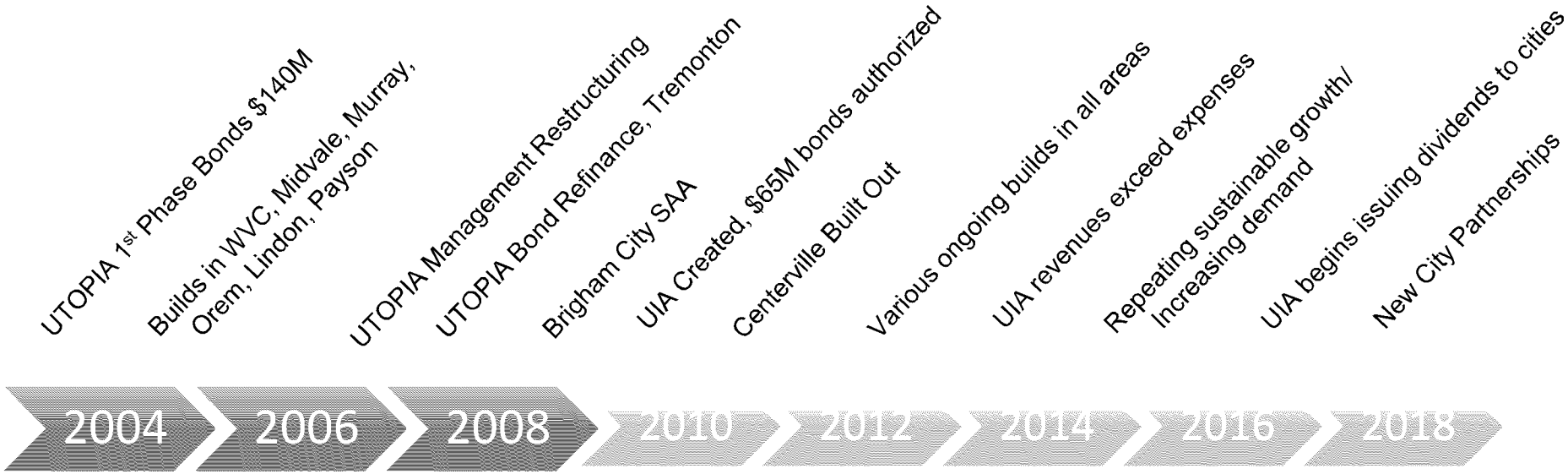
Description

- UTOPIA/UIA Update - Centerville

UTOPIA
FIBER

February 2019 Update
Centerville

WHAT IS UTOPIA/UIA FIBER?



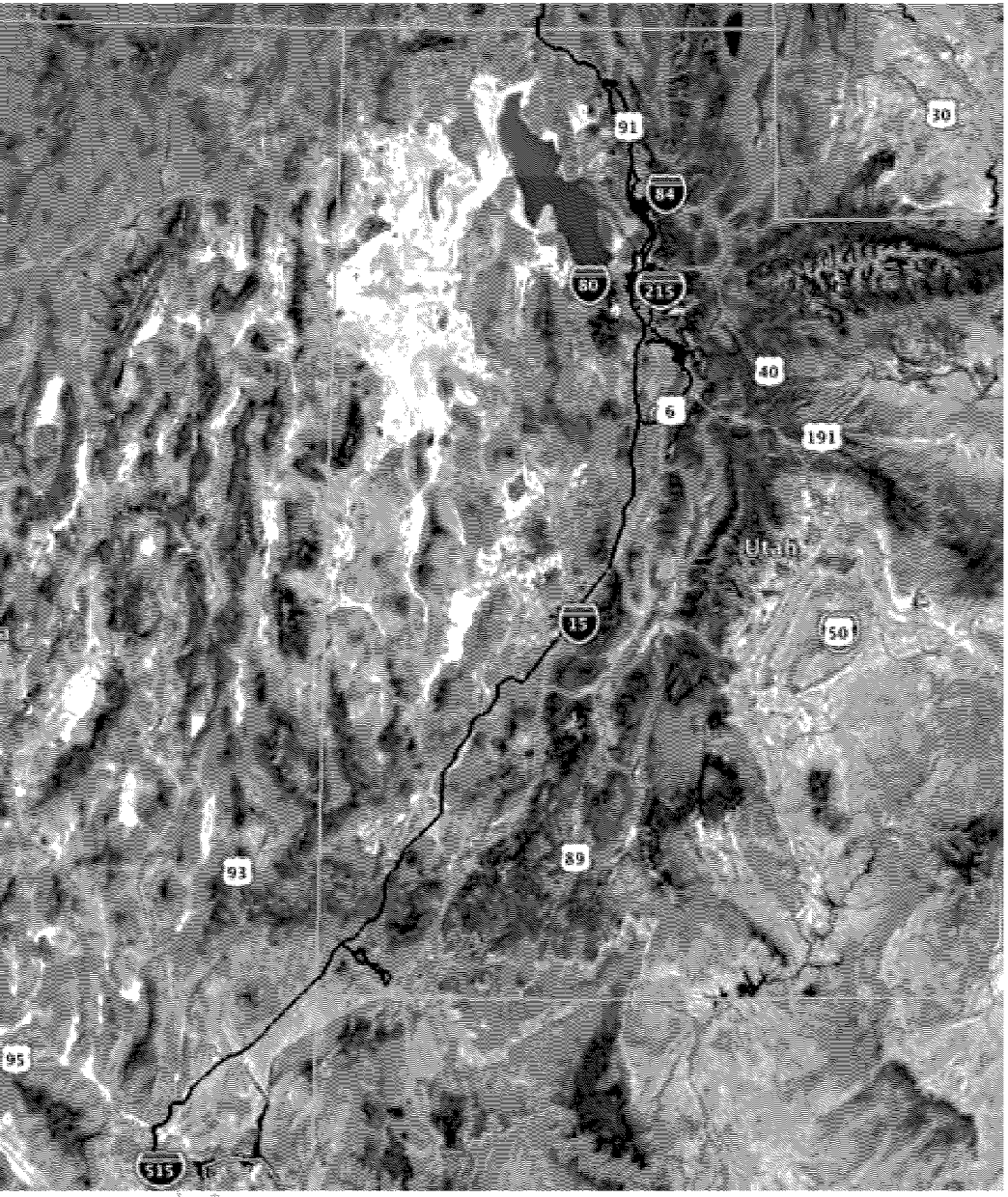
UTOPIA – Phase 1

- Core Backbone Built
- Revenues lagged
- Higher expenses
- Few service providers

UIA – Phase 2

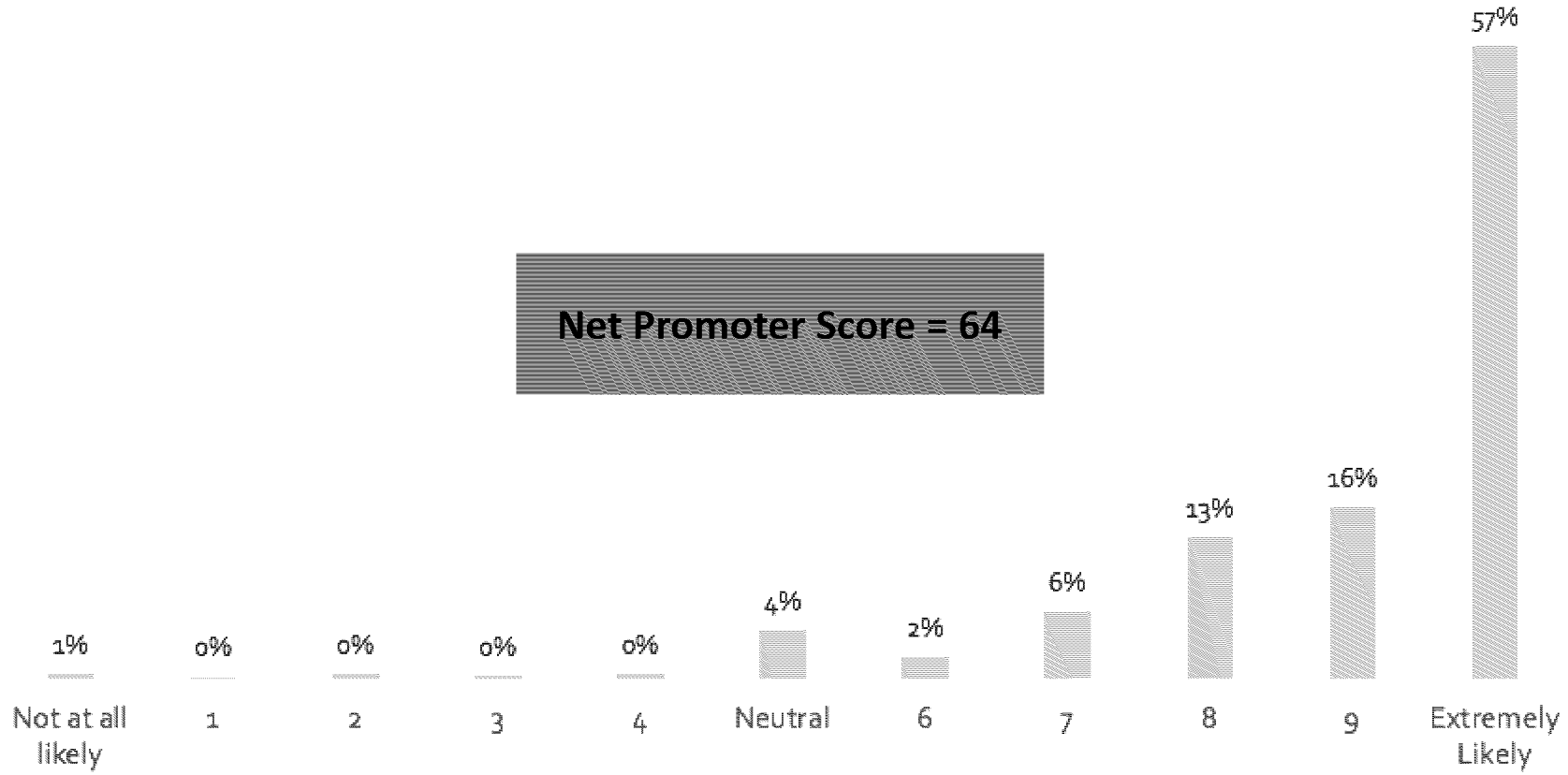
- Revenues exceeding debt service
- Sustainable buildouts
- Lower material and electronics costs
- Strong service provider competition

WHAT IS UTOPIA FIBER?



NET PROMOTER SCORE

Highest customer satisfaction in Utah!



Third-party survey conducted August 2018 by Boncom

GOOGLE RATINGS

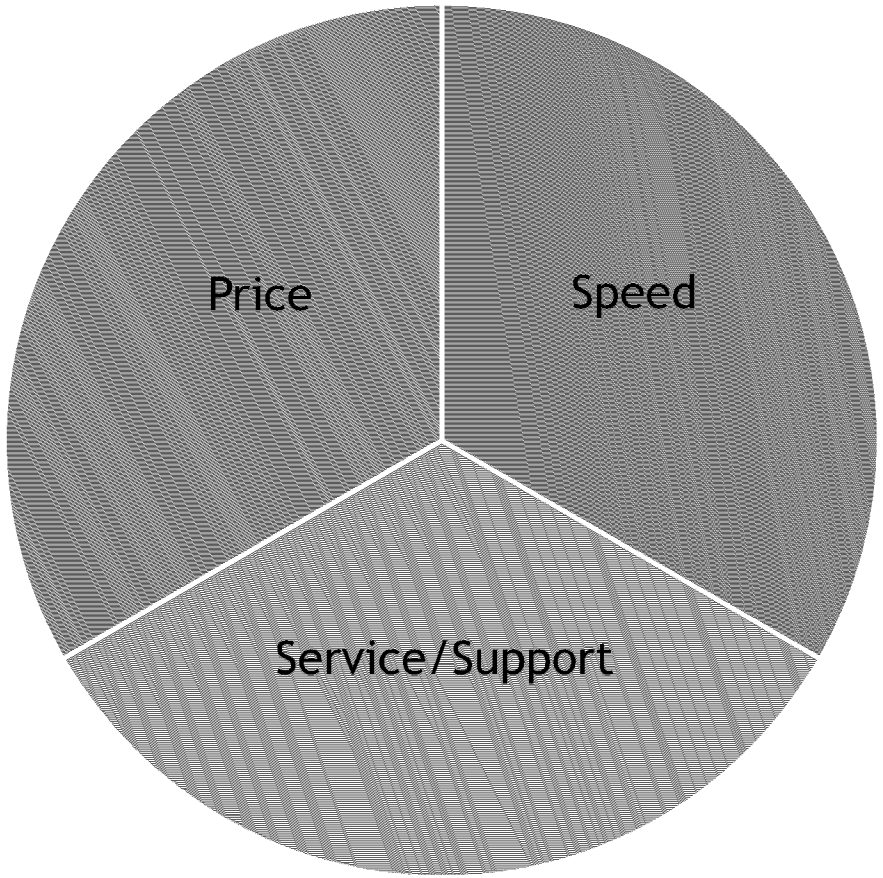
UTOPIA Fiber is the #1 rated provider in region

Provider	Score	Source
All West	2.2	https://goo.gl/maps/DKr99kKBxAk
Beehive Broadband*	4.2	https://goo.gl/maps/ha5s3zSCNZ72
Comcast	3.1	https://goo.gl/maps/e2B7BfDLVyB2
Centracom	3.1	https://goo.gl/maps/b9y29wadCrR2
Centurylink	1.4	https://goo.gl/maps/fNjf6TwPj2U2
Emery Telcom	1.9	https://goo.gl/maps/A76PxhYsfEx
Google Fiber	3.9	https://goo.gl/maps/xEksEoo3ob12
UTOPIA Fiber	**4.5**	https://goo.gl/maps/8xeqhDQ6KU82
Xmission*	4.5	https://goo.gl/maps/DXF6Uw3mcYv

*UTOPIA Fiber partner provider

UTOPIA FIBER - KEYS TO SUCCESS

- Fastest in country
  - 10 Gbps Residential
  - 100 Gbps Business
- Top Rated in Utah
  - Net Promoter Score = 64
  - Google Rating - 4.5 Stars
- Best Value
  - 250 Mbps - $65
  - 1 Gbps - $78



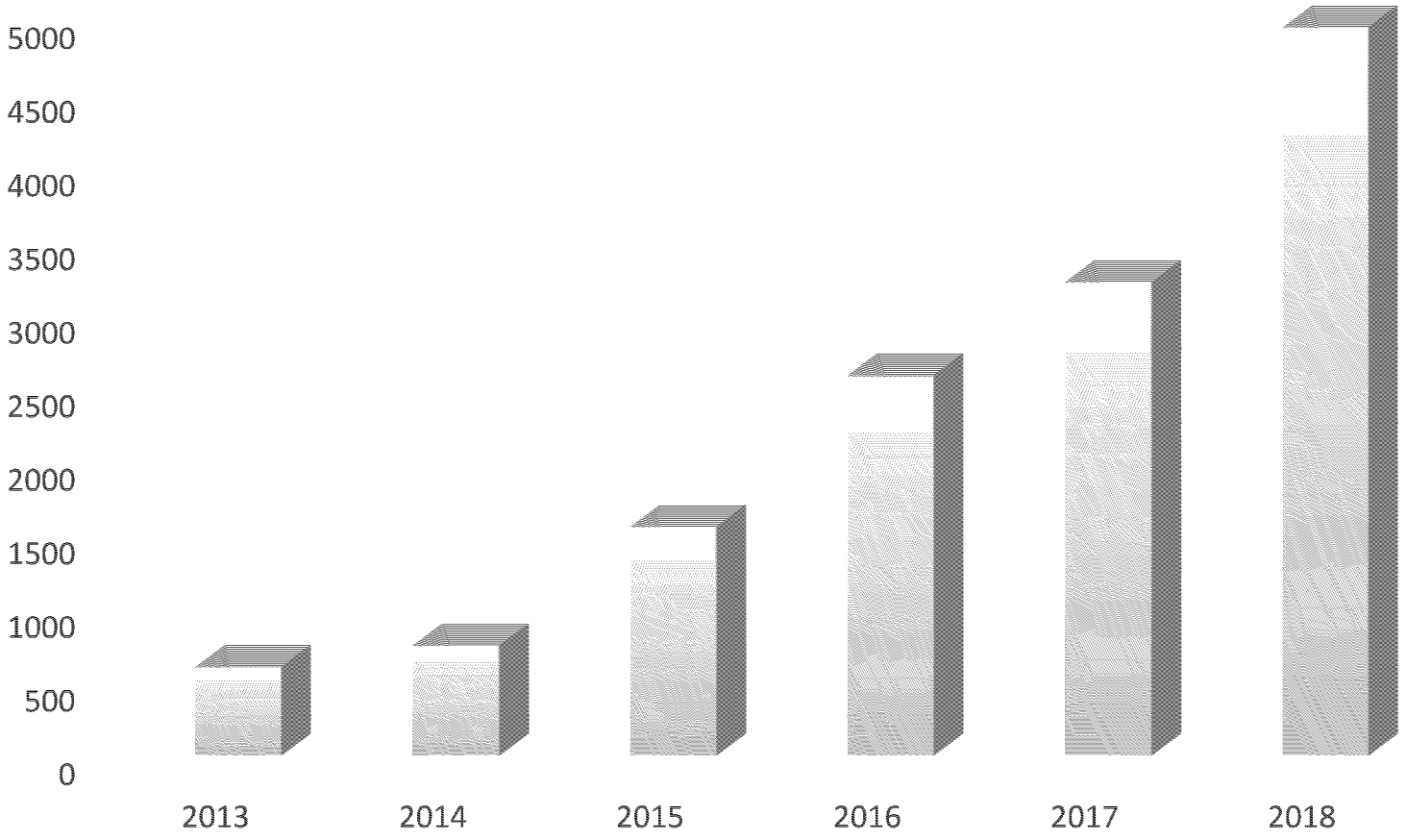
FINANCIAL STATUS

- UTOPIA is covering all of its operational expenses
- UTOPIA cities are paying for original UTOPIA bond obligations

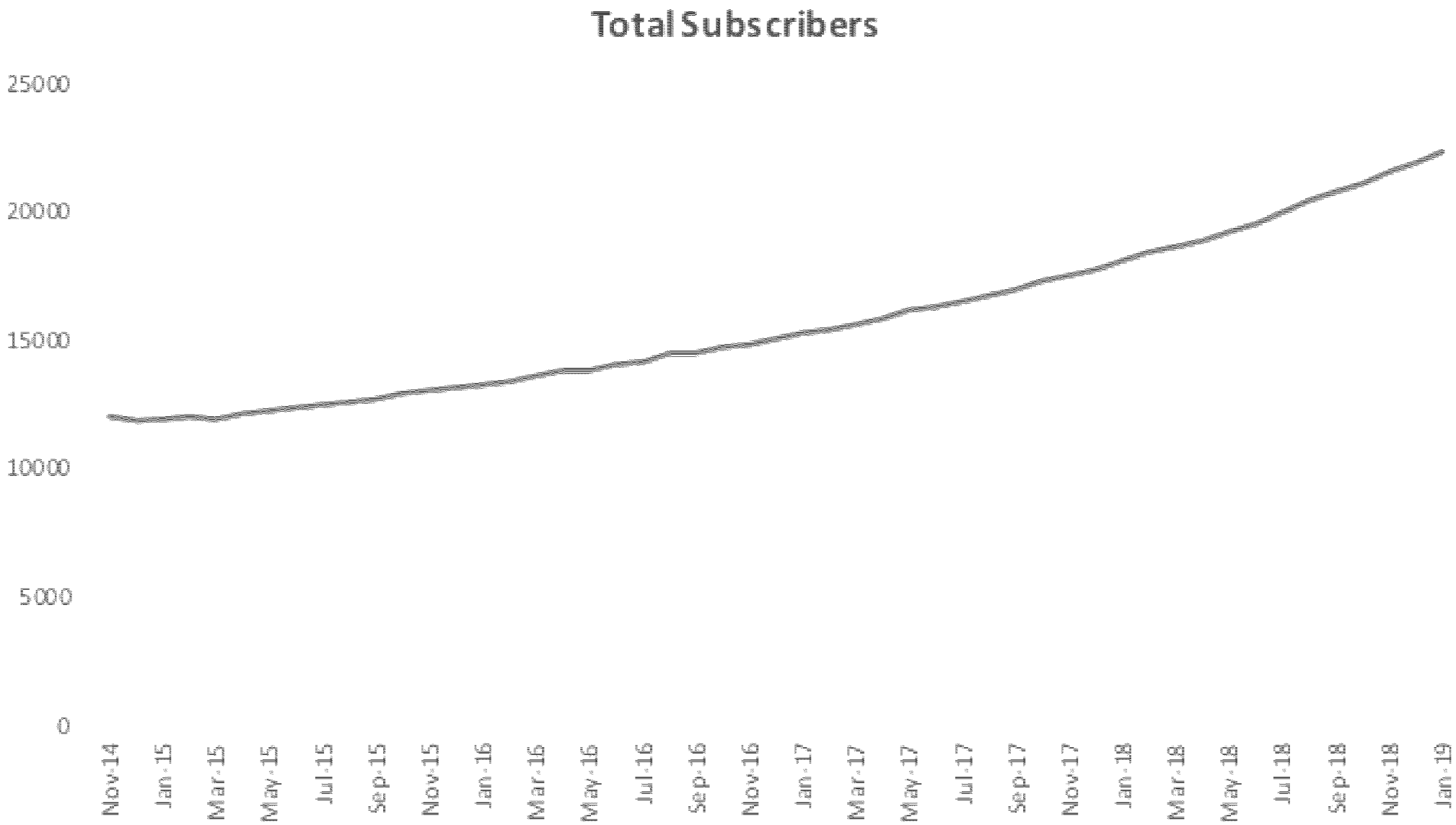
- UIA is covering all of its operational expenses and debt service
- UIA net revenues continue to grow
- UIA is paying dividend back to member cities
- Rapid growth of 1000-1500 new homes each month

Skyrocketing Demand

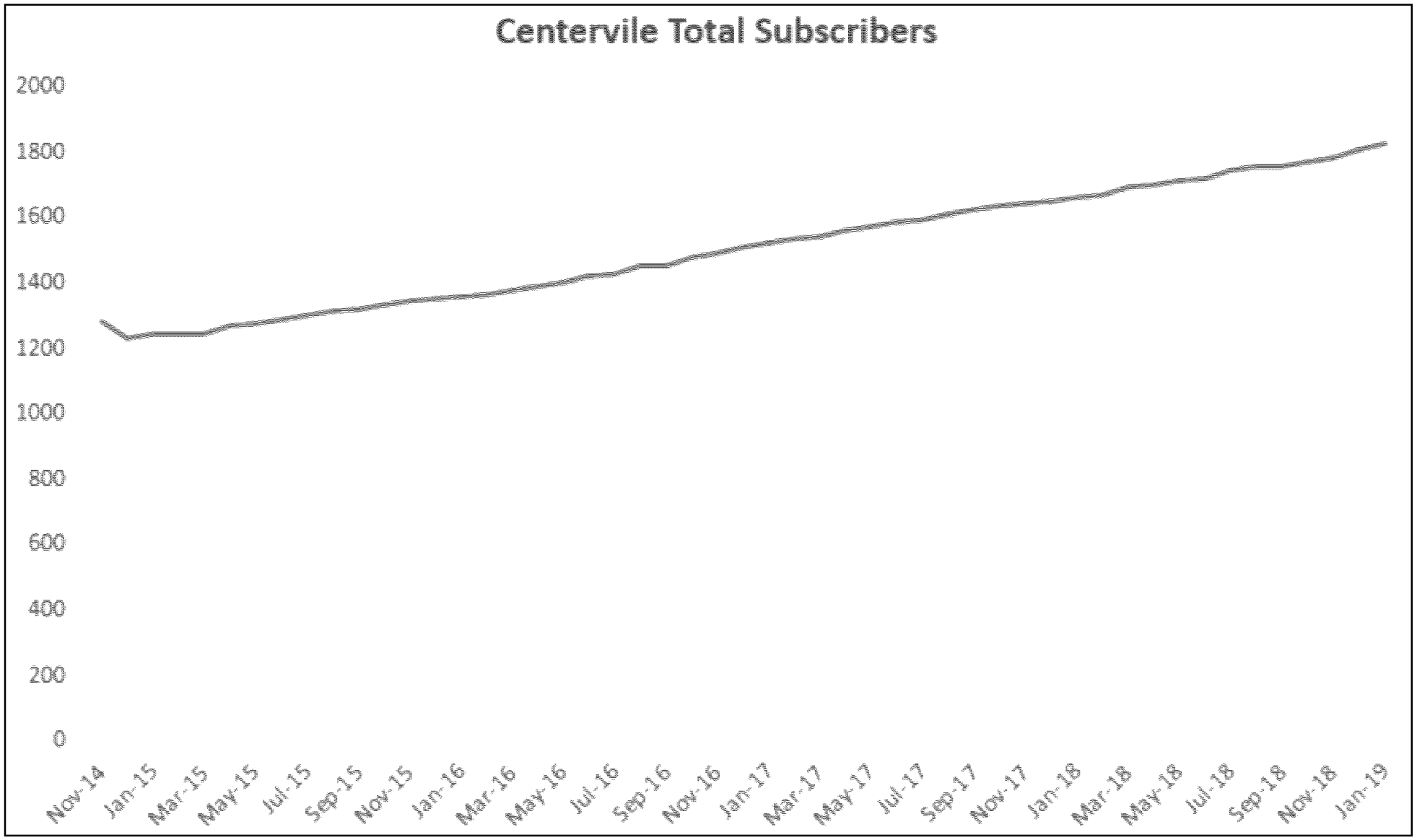
RESIDENTIAL SALES 2013-2018



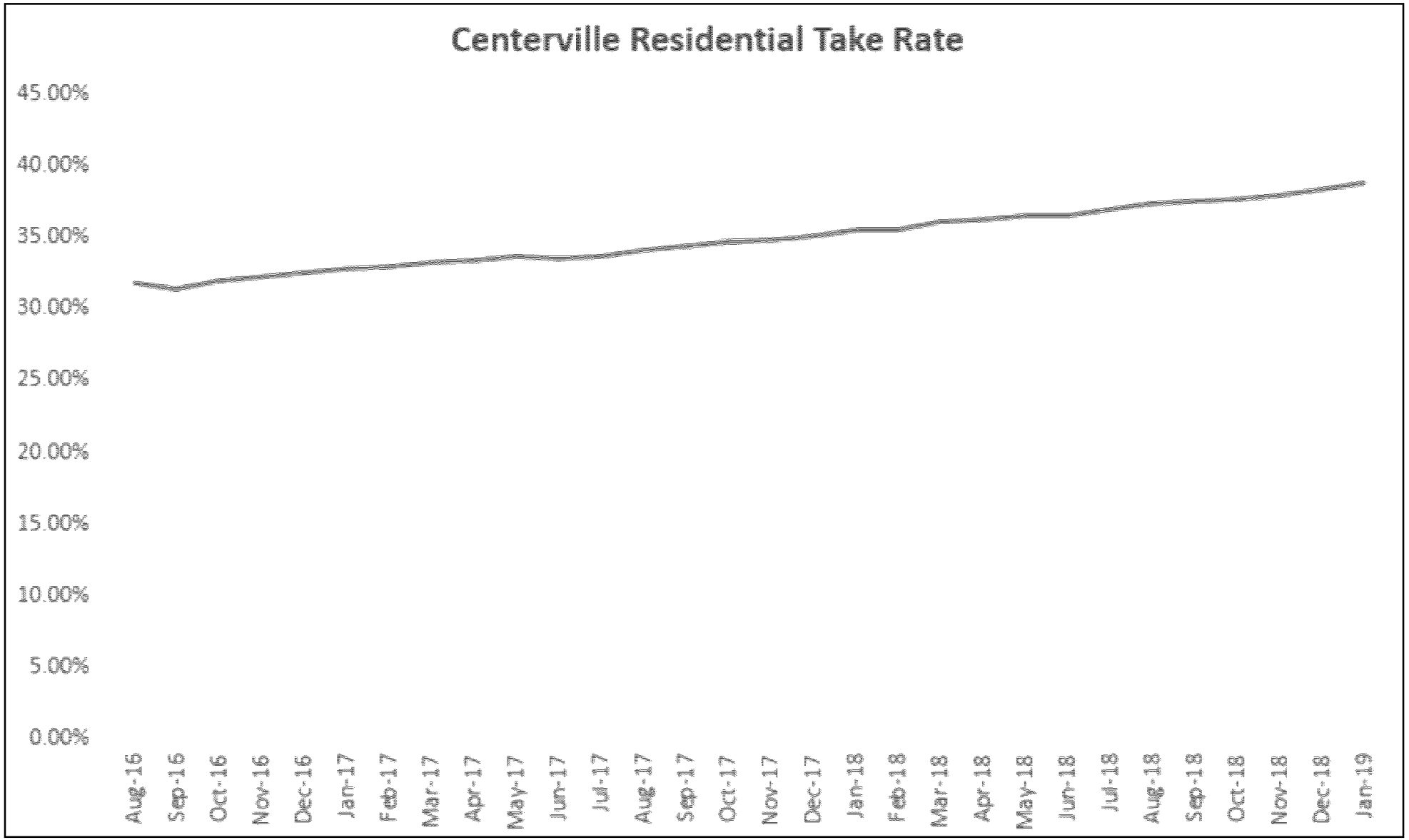
Increasing Demand



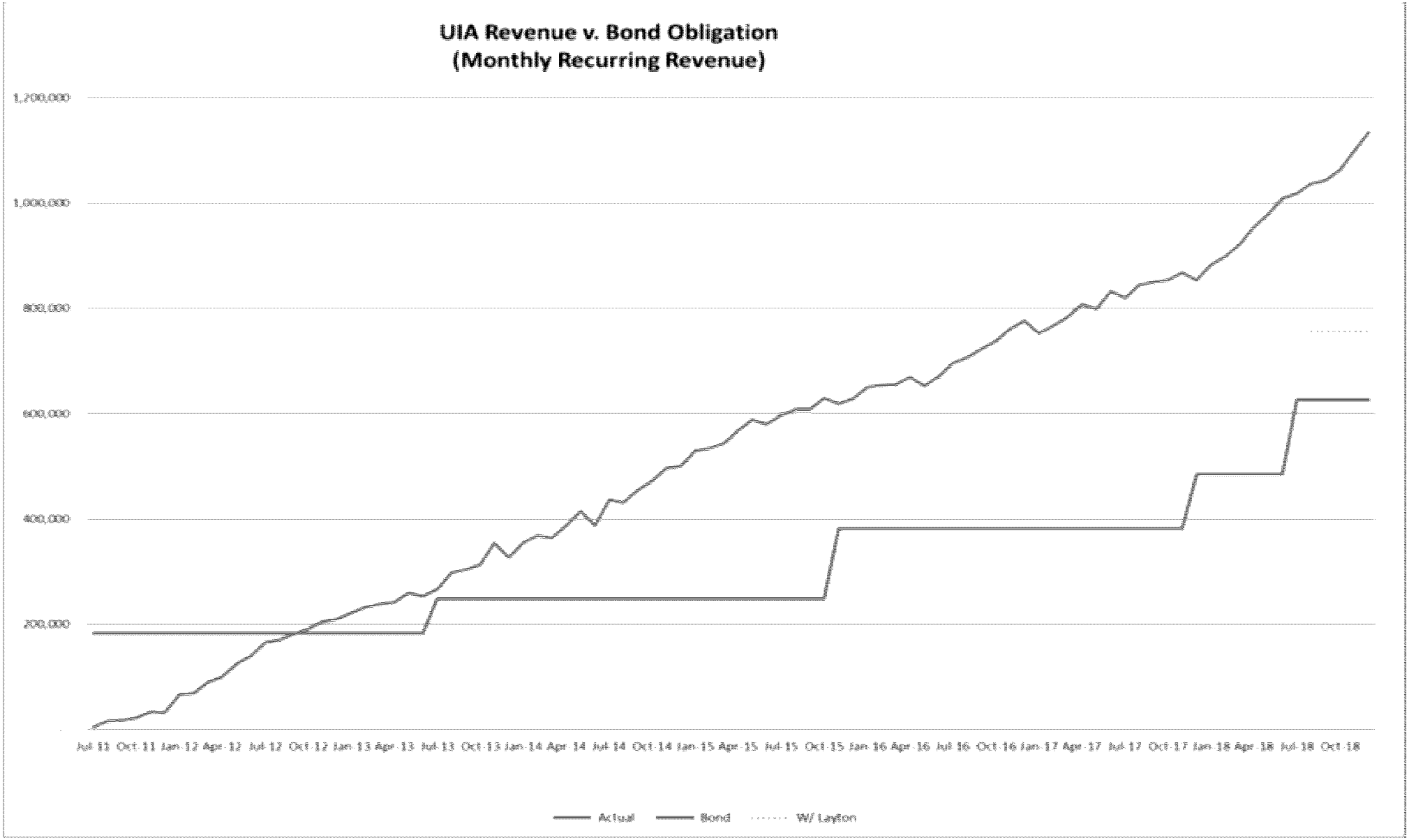
CENTERVILLE SUBSCRIBERS



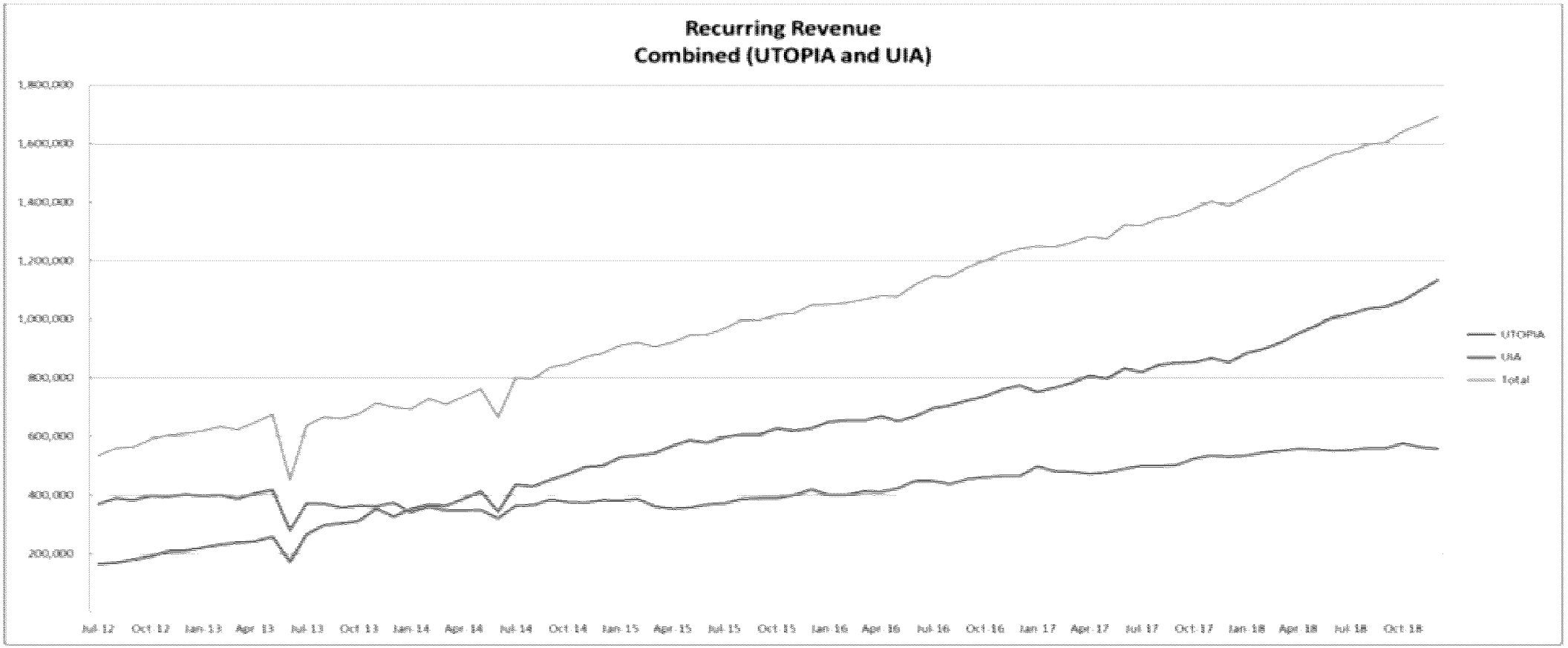
CENTERVILLE SUBSCRIBERS



IMPROVING FINANCES



UTOPIA & UIA


Recurring Revenue
Combined (UTOPIA and UIA)
1,800,000
1,600,000
1,400,000
1,200,000
1,000,000
800,000
600,000
400,000
200,000
Jul-12
Oct-12
Jan-13
Apr-13
Jul-13
Oct-13
Jan-14
Apr-14
Jul-14
Oct-14
Jan-15
Apr-15
Jul-15
Oct-15
Jan-16
Apr-16
Jul-16
Oct-16
Jan-17
Apr-17
Jul-17
Oct-17
Jan-18
Apr-18
Jul-18
Oct-18
UTOPIA
UIA
Total

CENTERVILLE – UIA ASSESSMENTS

- OPEX assessment from shortfall period
  - Centerville - $78,643

- UIA is now issuing dividend to repay OPEX assessments
  - FY2018 (unpaid) – $9,259
  - FY2019 (budgeted, not approved) - $18,703

Questions?

Roger Timmerman, Executive Director
rtimmerman@utopiafiber.com
www.utopiafiber.com
801-613-3855

CENTERVILLE

Staff Backup Report
3/5/2019

Item No. 2.

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time: 7:40

SUBJECT

January 31, 2019 Special Meeting minutes
February 19, 2019 Regular Meeting minutes
February 19, 2019 Work Session minutes
February 26, 2019 Special Meeting minutes

RECOMMENDATION

BACKGROUND

Staff recently discovered that the minutes of the January 31, 2019 special council meeting had not been submitted to the Council for their approval.

ATTACHMENTS:

Description

- 1-31-19 CC Special Mtg. Prelim. Minutes
- 2-19-19 CC Prelim. Minutes
- 2-19-19 Work Session Prelim. Minutes
- 2-26-19 Special Mtg. Prelim. Minutes

Minutes of the Centerville **City Council special meeting** held Tuesday, January 31, 2019 at 6:00 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	Lisa Romney, City Attorney Jacob Smith, Management Services Director Katie Rust, Recording Secretary
STAFF ABSENT	Steve Thacker, City Manager
VISITORS	Mike Swallow, Personnel Systems & Services, Inc. Interested Citizens and City Employees

EMPLOYEE COMPENSATION STUDY

Jacob Smith, Management Services Director, presented employee compensation study spreadsheets updated with population data and a midpoint at the 60th percentile. The Council discussed the city population range to use as a filter. Mike Swallow, the consultant contracted to conduct the compensation study, explained that the job value assigned to each position is based on the job description to ensure comparable data. Mr. Smith pointed out that for non-management positions the data shows Centerville to be generally in alignment with the market.

Councilman McEwan emphasized the need to consider the overall operational budget of the city relative to neighbors, and the fact that the city is in maintenance mode with not a lot of buildable area. Centerville has a population of approximately 18,000. The Council agreed to filter the comparative data with a population range of 10,000-30,000 for management positions, and set a City Manager pay range of $103,487-$149,022, with a midpoint of $124,185.

Councilwoman Fillmore suggested considering the remaining management positions as part of the upcoming budget process. Councilwoman Ivie said she would rather add non-management personnel to ease the existing need for overtime than increase the pay of upper management.

Councilman McEwan made a **motion** to amend the Compensation Plan with a City Manager pay range of $103,287-$149,022, and a midpoint of $124,185. Councilman Ince seconded the motion, which passed by unanimous vote (5-0). Staff was directed to prepare recommended pay ranges for the remaining positions with the same assumptions, as well as a spreadsheet showing the cost of implementation. The Council scheduled a work session on February 19, 2019 to continue the discussion. Mr. Smith and Mr. Swallow left the meeting at 7:20 p.m.

CITY MANAGER RECRUITMENT PROCESS

Ms. Romney, the Mayor, and the Council discussed the interview process for the City Manager position scheduled to take place on February 7th and 8th. Council members requested that the current Centerville City Manager and a city manager from a neighboring city participate in the interview process in an advisory capacity. The Council received packets containing resumes of the candidates who will be interviewed.

ADJOURNMENT

At 7:41 p.m., Councilwoman Fillmore made a **motion** to adjourn the meeting. Councilman Ince seconded the motion, which passed by unanimous vote (5-0).

_____ _____
Mackenzie Wood, City Recorder Date Approved

_____
Katie Rust, Recording Secretary

Minutes of the Centerville **City Council** meeting held Tuesday, February 19, 2019 at 7:00 p.m. at Centerville City Hall, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Clark Wilkinson
Council Members	William Ince Stephanie Ivie George McEwan Robyn Mecham
MEMBER ABSENT	Tamilyn Fillmore
STAFF PRESENT	Steve Thacker, City Manager Lisa Romney, City Attorney Jacob Smith, Management Services Director Randy Randall, Public Works Director Cory Snyder, Community Development Director Cassie Younger, Assistant Planner Marcus Arbuckle, Keddington & Christensen Katie Rust, Recording Secretary
VISITORS	Interested Citizens
PRAYER OR THOUGHT	Councilwoman Mecham

PLEDGE OF ALLEGIANCE

OPEN SESSION

Sherri Lyn Lindstrom – Former Councilwoman Lindstrom expressed gratitude to Mr. Thacker for his more than twenty years of dignity and respectful service in the community as City Manager. She said she hopes this Council and Mayor will consider setting aside funds to make sure the community knows Mr. Thacker is retiring and has an opportunity to say goodbye and wish him well. Mayor Wilkinson responded that a retirement open house is scheduled for March 27th from 3:00-6:00.

MINUTES REVIEW AND ACCEPTANCE

The minutes of the February 5, 2019 regular meeting, the February 7, 2019 special meeting, and the February 8, 2019 special meeting were reviewed. Councilman Ince made a **motion** to accept all three sets of minutes. Councilman McEwan seconded the motion, which passed by unanimous vote (4-0).

PUBLIC HEARING – FINAL SUBDIVISION PLAT – THE COTTAGE ON THE CORNER – 323 EAST PAGES LANE

On February 13, 2019, the Planning Commission reviewed and recommended for approval the Final Subdivision Plat for the Cottage on the Corner PUD located at approximately 323 East Pages Lane. These residential units are already built based on earlier Site Plan and

CUP approvals. The proposed action would divide the property into units that can be individually owned. Cory Snyder, Community Development Director, explained the request for Final Subdivision Plat. Councilwoman Mecham said she received a video from a citizen showing a garbage truck backing out of the Cottage on the Corner onto Pages Lane, an action prohibited by the CUP. Mr. Snyder responded that he has reminded the applicant of conditions related to garbage removal. He explained the enforcement process available to the city. Councilwoman Mecham said she understands that "no parking" signs were damaged during the construction process, and asked who would be responsible for replacement.

Scott Balling, applicant, stated a sign was damaged during construction, and he would be happy to pay for replacement. He said he contracts with Ace Disposal for garbage removal. The weight of the garbage trucks is hard on the driveway, and the cost to reinforce the driveway is prohibitive. The Ace Disposal trucks have been backing out of his property rather than turning around within the development, and doing the same at the neighboring property to the east. Mr. Balling said he has tried to schedule a collection time that does not conflict with school hours and commuter traffic on Pages Lane. He asked if there is a time the Council would prefer collection to occur at the two properties. Mr. Balling commented that it will be difficult to enforce the driver turning around onsite unless he is always present at the time of collection.

Ms. Romney commented that enforcement of the CUP conditions is a separate issue from Final Subdivision Plat approval. Mr. Balling is obligated to comply with the terms and conditions of the CUP. He has the option to petition the Planning Commission to alter the conditions, but until and unless the conditions of the CUP are amended, the developer must comply with such conditions.

Mayor Wilkinson opened a public hearing at 7:24 p.m., and closed the public hearing seeing that no one wished to comment. Councilman Ince made a **motion** to approve the Final Subdivision Plat for the Cottage on the Corner PUD located at approximately 323 East Pages Lane based on the following findings and conditions. Councilman McEwan seconded the motion.

Conditions:

1. The applicant shall finalize any plat related formatting and/or survey errors and omissions, which shall be deemed acceptable by the City's Engineer and Attorney.
2. The subdivision plat shall contain necessary notes that the development of the properties is subject to the conditions of the approved Final Site Plan and Conditional Use Permit. This approval also suggests that such references should be included in the CC&R's for disclosure to all future owners.
3. Prior to plat recordation, the related Articles and CC&R documents will need to be reviewed by the City Attorney to verify compliance with state statutes.
4. Prior to the recording of the subdivision plat, the City's Building Official and the Fire District shall provide verification that the existing construction complies with the requirements to allow for the platting of the townhomes.
5. Prior to plat recordation, the secondary irrigation company shall provide verification that the plat reflects the needed easements that the applicant agreed to during the construction of the development.
6. In accordance with the City's addressing system, the final plat shall depict the address of each dwelling and be deemed acceptable by the City's Public Works Director.

7. The applicant shall provide an updated title report (within 30 days) for review and acceptance of any final paper and/or linen plat, at a time deemed appropriate by the City's Attorney and/or Recorder.
8. All existing easements of record must be shown on the plat or vacated prior to the recording of the final plat.

Findings:

a) The City Council finds that the subdivision plat and plans and plat are in harmony with the relevant provisions of the City's Zoning Approvals and Subdivision regulations.
b) The City Council finds that the development has previously been approved by the City and that the subdivision is also subject to other terms and conditions, as approved by the City for the related final site plan and conditional use permit.
c) The City Council finds that with the Conditions listed for this approval, the subdivision can be deemed consistent with the expectations for PUD subdivisions, as outlined in Chapter 15-6, Planned Unit Development.

Councilwoman Ivie said she finds it frustrating to consider granting the ability to sell individual units when the applicant has not complied with all CUP requirements. Mr. Balling said he will communicate with Ace Disposal and instruct them to comply with turning around onsite, until such time as he can apply to the Planning Commission for a change. The **motion** passed by unanimous vote (4-0).

BID AWARDS

Randy Randall, Public Works Director, updated the Council on 2019 Public Works projects, including UDOT projects in Centerville. UDOT has requested to be allowed to work on the summer Main Street project at night because of the tremendous impact the project will have during the daytime. Mr. Thacker said staff thoroughly reviewed daytime and nighttime impacts, and determined that the city will be better off allowing nighttime work, with the exclusion of percussive pneumatic tools. Mr. Thacker stated that public education will be a high priority.

Councilman McEwan made a **motion** to award bids for 100 South Culinary Waterline Replacement Project (700 East to 850 East) to: Mountainland for materials in the amount of $26,629.23 plus tax; Waterford for materials in the amount of $2,974.90 plus tax; and Green Construction Inc. for labor in the amount of $96,515.00. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

Councilman Ince made a **motion** to award bids for the Main Street Storm Drain & Culinary Waterline Replacements Project (100 North to 50 South) to: Mountain States Supply for materials in the amount of $21,643.93 plus tax; Oldcastle Infrastructure for materials in the amount of $7,230.40 plus tax; and Ormond Construction for labor in the amount of $318,048.19. Councilman McEwan seconded the motion, which passed by unanimous vote (4-0).

AMENDMENT NO. 3 TO INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES – RESOLUTION NO. 2019-01

In 2016 Davis County entered into a 5-year agreement with its 15 cities regarding animal control services. Each year, the County reassesses costs to the cities and prepares an amendment to the Interlocal Agreement for Animal Control Services. Amendment No. 3 to the

Interlocal Agreement reflects a 7.5% increase in the total cost for these services for the City. Councilwoman Ivie said she would like the incidence numbers broken down by animal and month and included in the City newsletter or website. The Council and staff discussed the possibility of involving the Police Chief in trying to help homeowners mitigate recurring problems to reduce the number of calls and the cost to the city.

FINANCIAL REPORT

Marcus Arbuckle, the City's contract CPA adviser, presented a financial report for the seven-month period ending January 31, 2019. Councilman McEwan requested that the Youth Mayor present a Youth Council financial report in conjunction with the Youth Mayor annual report.

The Council took a break at 8:25 p.m., and returned at 8:37 p.m.

ORDINANCE 2019-01 REGARDING COMMERCIAL-MEDIUM ZONE TABLE OF USES IN THE SOUTH MAIN STREET CORRIDOR AREA

On November 14, 2018, the Planning Commission reviewed and recommended approval of proposed amendments to CZC 12.12.040 regarding Definitions and CZC 12.36 regarding Table of Uses for uses within the Commercial Medium (C-M) Zone. On December 4, 2018, the City Council held a public hearing on the proposed amendments to the Zoning Code and tabled action on the item until the next meeting. On December 18, 2018, the Council tabled the matter until the February 19, 2019 meeting. At the December 4, 2018 meeting, Councilman Ince asked staff to prepare a table for the C-M Zone showing all uses as either permitted, CUP, or not permitted, and how those would change under the proposed Ordinance. Cassie Younger, Assistant Planner, presented the table prepared as requested.

Councilwoman Mecham said she thought she had understood that building size on Main Street was limited to a maximum of 10,000 square feet, regardless of use, providing a degree of protection. However, she said she now understands that with the Overlay there is potential to exceed 10,000 square feet. Councilwoman Mecham said she does not want to change the Table of Uses without fixing the Overlay. She pointed out that many uses were taken off the Main Street use list years ago after extensive consideration, and said she would not want to put uses back on the use list without understanding why they were taken off in the first place. Councilmembers Mecham and Ivie talked about issues they associate with allowing drive-thru windows.

Councilman McEwan said he does not think there would be a drastic revitalization of Main Street from simply adding more commercial uses to the use list. He said he suspects a more viable option would be to figure out a residential density component to integrate with existing commercial that is not onerous to the neighborhood.

Ms. Romney remarked that if the Council wants to support and preserve the single-family residential character of Centerville, the Council should work on increasing the City's economic tax base to support the residential development. She pointed out that commercial development on Main Street and the west side of the City could help support and retain existing single-family development. Councilwoman Mecham said she thinks additional commercial on Main Street should be service oriented. Councilman McEwan said he does think approving additional uses makes sense at this point. Councilman Ince commented that the Shupe Electric project has been held hostage to this process for some time, and he feels Construction Sales

and Service, Limited should either be approved or denied to not string them along further. Councilman Ince said several of the proposed uses make sense to him, and several do not.

Councilman Ince made a **motion** to revise Ordinance No. 2018-25 by changing Recreation and Entertainment, Outdoor; Research Service; Restaurant, Fast-food; Secondhand Store; and Shopping Center back to "not permitted" on the Table of Uses. The motion failed for lack of second. Councilman McEwan said he cannot support Bank or Financial Institution; Business Equipment Rental, Services, and Supplies; Construction Sales and Services, Limited; or Mortuary because they are not compatible with the area. Councilman McEwan made a **motion** to deny Ordinance No. 2018-25 in its entirety. Councilwoman Mecham seconded the motion, which passed by unanimous vote (4-0). The Council emphasized that they want to reconsider the proposed use list after changing the Overlay Zone.

PROCESS AND CALENDAR FOR REPLACING SOUTH MAIN STREET GENERAL PLAN POLICIES AND OVERLAY ZONE REGULATIONS

Mr. Snyder presented a schedule for replacing the South Main Street General Plan and Overlay Zone Regulations, broken down by project tasks, with the Planning Commission potentially forwarding a recommendation to the City Council in July. Although the proposed schedule does not meet the Council's original goal to complete the process by June, the Council agreed with the proposed schedule to allow enough time to thoroughly address the issue.

MAYOR'S REPORT

- The Mayor reported that the South Davis Metro Fire Service Area and UDOT have both been made aware of the need to coordinate curb cuts at the new fire station with the UDOT Main Street project.
- Brian and Kim Curnow have agreed to serve as Co-Chairs of the 4th of July Committee.
- Mayor Wilkinson, Ms. Romney, and Councilman Ince updated the Council on the Legislative Session.

CITY MANAGER'S REPORT

- Mr. Thacker reported actions taken by the Planning Commission at their last meeting. The Council agreed to meet in a work session with the Planning Commission on Wednesday, March 13th, prior to the regular Planning Commission meeting, to begin the process of replacing the South Main Street General Plan and Overlay Zone regulations.
- Information regarding the Spring 2019 bulk green waste collection will be included in the City newsletter. Councilman McEwan suggested including information about the significant savings and reduced impact on the storm drain system realized last year with the change in format.

APPOINTMENTS

Mayor Wilkinson recommended the Council appoint Thomas Hunt to the Planning Commission, and Dailee Gardner to the Parks and Recreation Committee. Councilman McEwan made a **motion** to approve both appointments. Councilwoman Mecham seconded the motion, which passed by unanimous vote (4-0).

ADJOURNMENT

At 10:20 p.m., Councilman McEwan made a **motion** to adjourn to a RDA meeting in Council chambers, with intent to return to regular Council meeting. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0). In attendance at the RDA meeting were: Clark Wilkinson, Chair; Stephanie Ivie, Vice Chair; Directors Ince, McEwan, and Mecham; Steve Thacker, RDA Executive Director; Lisa Romney, City Attorney; Jacob Smith, Management Services Director; and Katie Rust, Recording Secretary.

The Council returned at 11:09 p.m., at which time Councilman McEwan made a **motion** to adjourn the Council meeting with no intention to return, and move to a closed meeting in Council chambers for the purpose of discussing character and competency of an individual. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0). In attendance at the closed meeting were: Clark Wilkinson, Mayor; Councilmembers Ince, Ivie, McEwan, and Mecham; Steve Thacker, City Manager; and Lisa Romney, City Attorney.

_____ _____

Mackenzie Wood, City Recorder Date Approved

_____

Katie Rust, Recording Secretary

Minutes of the Centerville **City Council work session** held Tuesday, February 19, 2019 at 5:30 p.m. at Centerville City Hall, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Clark Wilkinson
Council Members	William Ince (arrived at 5:45 p.m.) Stephanie Ivie George McEwan Robyn Mecham
MEMBER ABSENT	Tamilyn Fillmore
STAFF PRESENT	Steve Thacker, City Manager Lisa Romney, City Attorney Jacob Smith, Management Services Director Katie Rust, Recording Secretary
VISITOR	Mike Swallow, Personnel Systems & Services, Inc.

COMPENSATION STUDY DISCUSSION

In previous meetings the Council agreed on the following factors for determining employee compensation:

- All cities along the Wasatch Front would be included in the comparative market group for non-management positions.
- For management positions, the comparative group would be refined to include only cities with populations of 10,000-30,000.
- A midpoint would be established for each position at the 60th percentile, with a minimum and maximum point set 20% below and above the midpoint.
- New pay range for City Manager position.

Jacob Smith, Management Services Director, presented a proposed pay plan for City positions, and explained the cost to bring all positions currently not within the new pay ranges to at least the minimum point of the new pay ranges (least cost of implementation). The Council and staff discussed the possibility of compression within departments. Councilman McEwan pointed out that, although it is possible that a new employee could be brought on with the same salary as an employee who has been with the city for some time, an employee who has been with the city for some time would have a better benefits package than a new employee.

Mr. Thacker emphasized the importance of having established accurate job descriptions at the beginning of the process. Councilman McEwan commented that the process has shown the city does not have any positions that are compensation outliers, and said he does not see a need to do more than minimal implementation to bring all positions into range. He asked Mr. Thacker if he feels management will be able to sell the model to those who are concerned. Mr. Thacker said he believes the department heads will be able to explain and defend the job values of the different positions. Mr. Smith suggested that a follow-up meeting for employees

when the process is complete would be beneficial. Mr. Thacker suggested holding employee meetings by department to explain the process and new pay ranges.

Lisa Romney, City Attorney, explained noticing and public hearing requirements for statutory positions, including City Manager. Councilwoman Ivie suggested incorporating approval of the new pay ranges into the regular budget process. Councilman McEwan said he would like the Council to be present at a meeting with the City Manager and department heads in which elements of the plan are explained. Ms. Romney agreed it would be beneficial to meet with the department heads to make sure the assumptions and reasons for the agreed upon compensation plan are appropriately communicated.

The Council agreed to schedule a work session with department heads on Tuesday, February 26th at 6:30 p.m.

ADJOURNMENT

Councilman Ince made a **motion** to adjourn the work session at 6:52 p.m. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

_____ _____

Mackenzie Wood, City Recorder Date Approved

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Katie Rust, Recording Secretary

Minutes of the Centerville **City Council special** meeting held Tuesday, February 26, 2019 at 6:30 p.m. at Centerville City Hall, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Clark Wilkinson (arrived at 6:40 p.m., left at 7:25 p.m.)
Council Members	William Ince Stephanie Ivie George McEwan, Mayor Pro Tem Robyn Mecham
MEMBER ABSENT	Tamilyn Fillmore
STAFF PRESENT	Steve Thacker, City Manager Lisa Romney, City Attorney Jacob Smith, Management Services Director Paul Child, Centerville Police Chief Cory Snyder, Community Development Director Bruce Cox, Parks and Recreation Director Marc Marchant, Street Supervisor Tami Niss, Court Clerk Supervisor Katie Rust, Recording Secretary
VISITORS	Interested Citizens

DISCUSSION WITH DEPARTMENT HEADS REGARDING COMPENSATION STUDY

Steve Thacker, City Manager, explained the methodology used to prepare job descriptions and job values for each City position. As part of the Compensation Study process, the Council set the following guidelines for determining pay ranges:

- All cities along the Wasatch Front would be included in the comparative market group for non-management positions.
- For management positions, the comparative group would be refined to include only cities with populations of 10,000-30,000.
- A control/lead point would be established for each position at the 60th percentile of the survey mid-points, with a minimum and maximum set 20% below and above the control/lead point. He explained, however, that the manner in which this was applied in the pay plan results in the control/lead point being 20% higher than the minimum, and the maximum being 20% higher than the control/lead point – but the control/lead point is not exactly mid-point in the pay range.
- New pay range for City Manager position.

Mr. Thacker explained that Mike Swallow, the consultant contracted by the city to perform the Compensation Study, recommended creating new positions that could potentially be used as changes occur within departments over time.

The least cost implementation of the proposed pay plan involves bringing the few employees whose current salary is not within the new pay ranges to the minimum point of the

pay ranges. It is the intention of the Council to consider the proposed pay ranges as part of the regular budget process, to be adopted by July. Mayor Wilkinson was excused at 7:25 p.m. Cory Snyder, Community Development Director, said it will be important for the department heads to explain the methodology and the scope of the comparisons to the employees. Police Chief Child said one advantage he can see is the fact that the maximum points of the new pay ranges are higher than the current maximum points, providing ability to grow over time. Mr. Snyder commented that Centerville employees provide a high level of service. Councilwoman Mecham responded that the Council knows and appreciates that fact, and chose to set the lead points at the 60th percentile compared to the market average to recognize and show appreciation. Chief Child pointed out that the Council has to consider the City's ability to pay when setting the pay ranges.

Bruce Cox, Parks and Recreation Director, asked how quickly it is expected that new employees will reach the lead point (3rd quartile) of the pay range. Councilman McEwan responded that no specific policy has been set because of the uncertain nature of city revenues over time. Mr. Snyder said movement within pay ranges is to some degree in the hands of the department heads. He said he personally believes an employee should be at the lead point within 5-7 years. Lisa Romney, City Attorney, commented that the City Council determines a salary increase percent each year based on the City's financial position at the time. The Council and department heads discussed the fact that the decision to stay in a job is influenced by more than salary.

Mr. Snyder, Mr. Cox, and Chief Child indicated they feel good about the Compensation Study and the proposed pay plan. Marc Marchant, Street Supervisor, commented that the city has for years tried to pay in the 70%-75% range compared to the market. He said it may not be well received if they tell employees the city is now shooting for 60%. Chief Child responded that the comparison pool is broader with the Compensation Study than previously used. Mr. Thacker added that ranges are higher using the 60th percentile of the Compensation Study data than they were at the 75th percentile with the previous benchmarking data.

Chief Child suggested that keeping the results of the Compensation Study in limbo until June could cause some employee consternation. He said he would like to see some action taken sooner, even if it is not effective until July. Mr. Thacker said it would be possible for the Council to adopt the pay plan with a July 1, 2019 effective date. However, the Council cannot guarantee specific pay increases for FY 2020 until the FY 2020 Budget is approved. Staff was directed to take care of pubic noticing and include the proposed pay plan on the agenda for the March 19, 2019 meeting.

ADJOURNMENT

At 8:11 p.m., Councilman Ince made a **motion** to adjourn the meeting. Councilwoman Ivie seconded the motion, which passed by unanimous vote (4-0).

_____ _____
Mackenzie Wood, City Recorder Date Approved

_____
Katie Rust, Recording Secretary

CENTERVILLE

Staff Backup Report
3/5/2019

Item No. 3.

Short Title: Summary Action Calendar

Initiated By:

Scheduled Time: 7:40

SUBJECT

a. Interlocal Agreement with Davis County for Election Services
b. Employment Agreement for City Manager

RECOMMENDATION

a. Approve Resolution No. 2019-02 regarding the Interlocal Agreement with Davis County for election services for the 2019 municipal election
b. Consider Employment Contract for new City Manager

BACKGROUND

a. At the City Council meeting on February 5, 2019, Staff updated the Council on contracting with Davis County to provide election services for the upcoming 2019 municipal elections. Davis County has prepared the attached Interlocal Agreement regarding the terms and conditions for providing election services for the City. The Interlocal Agreement is acceptable to Staff and the attached Resolution No. 2019-02 has been prepared for adoption of the Agreement. The cost for these services is $15,679.10 per election--i.e. for the Primary Election, if held, and the General Election. Potential total cost, therefore, for both a Primary and General Election, is $31,358.20. This is the amount that should be included in the FY 2020 Budget when adopted, unless it is known by then that a Primary Election will not be necessary.

b. Over the past few months, the City conducted recruitment proceedings and interviews for hiring a new City Manager. The current City Manager, Steve Thacker, is retiring on March 30, 2019. After a month-long advertising period and multiple interviews, the City Council selected Brant Hanson--current Ephraim City Manager--as the next Centerville City Manager. Staff prepared the attached Employment Contract to formalize the appointment of Brant Hanson, based on direction from the City Council regarding its content.

ATTACHMENTS:

Description

- Resolution No. 2019-02 - Election Services
- Interlocal Agreement - Election Services (2019)
- Interlocal Agreement - Exhibit A - Election Costs Schedule
- Estimated Costs for Centerville
- Employment Contract - Brant Hanson

RESOLUTION NO. 2019-02

A RESOLUTION OF THE CENTERVILLE CITY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN CENTERVILLE CITY AND DAVIS COUNTY REGARDING ELECTION SERVICES FOR THE 2019 MUNICIPAL ELECTIONS

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

WHEREAS, Centerville City and Davis County desire to enter into an agreement pursuant to the Interlocal Cooperation Act to provide for cooperative election services for the upcoming 2017 municipal elections as more particularly provided herein.

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

Section 1. **Agreement Approved**. The City Council of Centerville City hereby accepts and approves the Interlocal Cooperation Agreement between Centerville City and Davis County regarding election services for the upcoming 2019 municipal elections as more particularly set forth in **Exhibit A**, attached hereto and incorporated by reference.

Section 2. **Mayor Authorized to Execute**. The City Council of Centerville City hereby authorizes the Mayor to sign the attached Interlocal Cooperation Agreement for and on behalf of Centerville City.

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

Section 4. **Effective Date**. This Resolution shall become effective immediately upon its passage. The Interlocal Cooperation Agreement adopted herein shall become effective when the parties have executed the Agreement and the Agreement has been filed with the keeper of records of each public entity that is a party to the Agreement in accordance with *Utah Code Ann.* § 11-13-209, as amended.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 5th DAY OF MARCH, 2019.

ATTEST: **CENTERVILLE CITY**

_____ By: _____

Mackenzie Wood, City Recorder Mayor Clark A. Wilkinson

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

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

_____ DATE: _____

MACKENZIE WOOD, City Recorder

EFFECTIVE DATE: ____ day of _____, 20____.

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT BETWEEN CENTERVILLE CITY AND DAVIS COUNTY FOR ELECTION SERVICES

INTERLOCAL COOPERATION AGREEMENT
FOR MUNICIPAL ELECTION SERVICES

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as "County," and CENTERVILLE CITY, a municipal corporation of the state of Utah, hereinafter referred to as "City." County and City may be referred to collectively as the "Parties" herein or individually as a "Party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2019 upon the following terms and conditions; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement.

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County agrees to provide to City, if needed for the primary election in August 2019, and if needed for the general election in November 2019, the following:

    1.1. Test, program, assemble and make available to City voting machines and poll supplies;
    1.2. Provide for delivery and retrieval of voting equipment;
    1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
    1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
    1.5. Provide electronic ballot files for Optical Scan Ballots printing;
    1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
    1.7. Canvass reports;
    1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
    1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
    1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
    1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
    1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
    1.13. If required, in cooperation with the City, conduct an election audit; and
    1.14. Store all election returns for the required twenty-two (22) months.

2. City agrees to do the following:

   2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
   2.2. Enter into a polling location Hold Harmless Agreement, if needed;
   2.3. Perform Declaration of Candidacy filing;
   2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
   2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
   2.6. Perform City's legislative body poll worker approval;
   2.7. Proof and approve the accuracy of the printed and audio of ballot formats;
   2.8. Arrange and conduct election canvass;
   2.9. Prepare candidate certificates;
   2.10. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
   2.11. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.

3. The Parties each agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment by City to County under this Agreement shall be made within thirty (30) days of City receiving an invoice prepared by County relating to this Agreement. If this Agreement is terminated early by either Party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this Agreement prior to the date that this Agreement is terminated.

5. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").

6. This Agreement shall continue in effect until 30 days after the 2019 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.

7. This Agreement may be terminated by any of the following actions:

   7.1. The mutual written agreement of the Parties;
   7.2. By either Party after any material breach of this Agreement;
   7.3. By either Party, with or without cause, 120 days after the terminating Party mails a written notice to terminate this Agreement to the other Party; or
   7.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

8. The Parties acknowledge, understand, and agree that, for the duration of this Agreement, the Parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.

9. City, 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 City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless County, as well as the 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, including defense costs, 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 negligent acts or omissions of City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.

10. County, 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 County (collectively, the "County Representatives"), agrees and promises to indemnify, save and hold harmless City, as well as City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the negligent acts or omissions of County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.

11. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., *Utah Code Ann.* (1953) as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act.

12. No separate legal entity is created by this Agreement.

13. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Ann.* (1953) as amended. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.

14. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

15. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

16. 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.

17. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives 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 regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. 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.

18. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

19. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

20. 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. Anyone 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.

21. If any part or provision of this Agreement is found to be invalid, 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 invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, 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 invalid, prohibited, or unenforceable, shall remain in full force and effect.

22. 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. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement.

Notwithstanding anything herein to the contrary, County is expressly authorized by City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

24. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

25. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

26. 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.

27. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

_____
Randy B. Elliott, Chair,
Board of Davis County Commissioners
Date:_____

ATTEST:

_____
Curtis Koch
Davis County Clerk/Auditor

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

_____
Michael Kendall
Davis County Deputy Attorney

CENTERVILLE CITY

_____
Mayor Clark A. Wilkinson
Date:_____

ATTEST:

_____
Mackenzie Wood, City Recorder

The undersigned and authorized attorney of Centerville City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

_____
Lisa G. Romney
Centerville City Attorney

EXHIBIT A

(Election Costs Schedule)

County Summary

2019 General
DAVIS COUNTY ELECTION EXPENSES

Poll Worker Compensation	COST	Notes
Poll Manager (PM)	$160.00	
Training Course(s)	$50.00	
Assistant Poll Manager	$160.00	
Training Course(s)	$50.00	
Receiving Clerk	$135.00	
Training Course(s)	$35.00	
Provisional Clerk	$135.00	
Training Course(s)	$35.00	
Ballot Clerk	$135.00	
Training Course(s)	$35.00	
Host	$125.00	
Training Course(s)	$25.00	
Alternate Poll Workers	$500.00	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager		
Poll Worker Recruitment and Training		
Poll Worker Recruitment and Processing	$8.00	
Training Creation and Preparation (Includes equipment and preparation)	$500.00	Shared with all cities/districts
Poll Worker Handbook and Supplies	$2.89	Or Actual Printing Cost
Poll Worker Training (per person)	$20.00	
Equipment		
Express Vote	$75.00	
Testing Pre and Post election		
Security Seals		
Express Vote Ballot Stock		
Memory Media Programming	$15.00	
DS200	$75.00	
Testing Pre and Post election		
Security Seals		
Report Paper Roll		
Memory Media Programming	$15.00	
Voting Booth Rental	$5.00	
Vote Here Signs (4 per location)	$5.00	
WIFI Connection	$61.00	
Receiving Clerk Electronic Poll Book	$75.00	
Provisional Clerk Electronic Poll Book	$75.00	
Balotar Laptop and Printer	$75.00	
Consumable Supplies		
Ballot Stock (BOD)	$0.20	
Polling Location Supplies	$35.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	$25.00	Shared equally by all cities/districts
Administrative Services		
Election Programming	$100.00	
City/District set-up (cities/districts with new recorders/clerks)	$25.00	
Audio Programming	$25.00	
Public L&A Demonstration (testing, programming & demonstration)	$300.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	$500.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	$1,500.00	Shared equally by all cities/districts
Election Night Security	$150.00	Shared equally by all cities/districts
Rovers Training Class	$200.00	Shared equally by all cities/districts
Election Day Help Desk Staff	$450.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	$250.00	
Canvas Preparation	$25.00	
Delivery (per location)	$50.00	
Pickup (per location)	$50.00	
Drop Box Delivery	$50.00	
Drop Box Pick up	$50.00	
Web Support	$75.00	Shared equally by all cities/districts
Provisional Verification	$0.80	
Election Administration Support	$45.00	
Clerk Staff (per-hour for any additional services)	$25.00	

By-Mail Supplies and Services

Supplies		
By-Mail Outer Envelopes	$0.06	or actual printing cost
By-Mail Inner Return Envelopes	$0.095	or actual printing cost
By-Mail Ballots	$0.28	or actual printing cost
Test Deck Paper Ballots	$2,898.00	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	$100.00	Shared equally by all cities/districts
Services		
Ballot set-up (per style) By IVS	$1.00	
Database Setup for Ballots By IVS	$500.00	Shared equally by all cities/districts
Database Setup for Integravote (ballot insertion) By IVS	$500.00	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By IVS	$0.29	or actual cost
Signature Verification and Tabulation (each returned) By County	$0.40	
Postage		
Freight to Salt Lake City for Non-Profit Rate Outbound (each)	$3,375.00	Shared by all cities based upon number of precincts
Shipping Envelopes to County	$333.95	Shared by all cities based upon number of precincts
Shipping of Test Ballots	$249.03	Shared by all cities based upon number of precincts
Postage Outbound	$0.12	Actual Postage
Postage In-Bound	$0.68	Actual Postage
Returned Undeliverable	$0.75	Actual Postage+Processing

Centerville

2019 General
DAVIS COUNTY ELECTION EXPENSES
Estimate

Poll Worker Compensation	QTY	COST	TOTAL	Notes
Poll Manager (PM)	1	$160.00	$160.00	
Training Course(s)	1	$50.00	$50.00	
Assistant Poll Manager	0	$160.00	$0.00	
Training Course(s)	0	$50.00	$0.00	
Receiving Clerk	1	$135.00	$135.00	
Training Course(s)	1	$35.00	$35.00	
Provisional Clerk	1	$135.00	$135.00	
Training Course(s)	1	$35.00	$35.00	
Ballot Clerk	1	$135.00	$135.00	
Training Course(s)	1	$35.00	$35.00	
Host	1	$125.00	$125.00	
Training Course(s)	1	$25.00	$25.00	
Alternate Poll Workers	1	$500.00	$33.33	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	1	$2.15	$2.15	
			$903.33	
Poll Worker Recruitment and Training				
Poll Worker Recruitment and Processing	5	$8.00	$40.00	
Training Creation and Preparation (Includes equipment and preparation)	1	$500.00	$33.33	Shared with all cities/districts
Poll Worker Handbook and Supplies	5	$2.89	$14.45	Or Actual Printing Cost
Poll Worker Training (per person)	5	$20.00	$100.00	
		Sub Total	**$187.78**	
Equipment				
Express Vote	1	$75.00	$75.00	
Testing Pre and Post election				
Security Seals				
Express Vote Ballot Stock				
Memory Media Programming	1	$15.00	$15.00	
DS200	1	$75.00	$75.00	
Testing Pre and Post election				
Security Seals				
Report Paper Roll				
Memory Media Programming	1	$15.00	$15.00	
Voting Booth Rental	3	$5.00	$15.00	
Vote Here Signs (4 per location)	1	$5.00	$5.00	
WIFI Connection	1	$61.00	$61.00	
Receiving Clerk Electronic Poll Book	1	$75.00	$75.00	
Provisional Clerk Electronic Poll Book	1	$75.00	$75.00	
Balotar Laptop and Printer	1	$75.00	$75.00	
		Sub Total	**$486.00**	
Consumable Supplies				
Ballot Stock (BOD)	388	$0.20	$77.52	
Polling Location Supplies	1	$35.00	$35.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	6	$25.00	$10.00	Shared equally by all cities/districts
		Sub Total	**$35.00**	
Administrative Services				
Election Programming	1	$100.00	$100.00	
City/District set-up (cities/districts with new recorders/clerks)	1	$25.00	$25.00	
Audio Programming	1	$25.00	$25.00	
Public L&A Demonstration (testing, programming & demonstration)	1	$300.00	$20.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	6	$500.00	$200.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	1	$1,500.00	$100.00	Shared equally by all cities/districts
Election Night Security	1	$150.00	$10.00	Shared equally by all cities/districts
Rovers Training Class	1	$200.00	$13.33	Shared equally by all cities/districts
Election Day Help Desk Staff	1	$450.00	$30.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	0	$250.00	$0.00	
Canvas Preparation	1	$25.00	$25.00	
Delivery (per location)	1	$50.00	$50.00	
Pickup (per location)	1	$50.00	$50.00	
Drop Box Delivery	1	$50.00	$50.00	
Drop Box Pick up	1	$50.00	$50.00	
Web Support	2	$75.00	$10.00	Shared equally by all cities/districts
Provisional Verification	19	$0.80	$15.50	
Election Administration Support	1	$45.00	$45.00	
Clerk Staff (per-hour for any additional services)	0	$25.00	$0.00	
		Sub Total	**$758.33**	

By-Mail Supplies and Services

Supplies				
By-Mail Outer Envelopes	9788	$0.06	$587.28	
By-Mail Inner Return Envelopes	9788	$0.10	$929.86	
By-Mail Ballots	9788	$0.28	$2,740.64	
Test Deck Paper Ballots	1	$2,898.00	$155.25	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	1	$100.00	$6.67	Shared equally by all cities/districts
Services				
Ballot set-up (per style) By IVS	12	$1.00	$12.00	
Database Setup for Ballots By IVS	1	$500.00	$33.33	Shared equally by all cities/districts
Database Setup for Integravote (ballot insertion) By IVS	1	$500.00	$33.33	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By IVS	9788	$0.29	$2,838.52	
Signature Verification and Tabulation (each returned) By County	3524	$0.40	$1,409.60	
Postage				
Freight to Salt Lake City for Non-Profit Rate Outbound (each)	1	$3,375.00	$180.80	Shared by all cities based upon number of precincts
Shipping Envelopes to County	1	$333.95	$17.89	Shared by all cities based upon number of precincts
Shipping of Test Ballots	1	$249.03	$13.34	Shared by all cities based upon number of precincts
Postage Outbound	9788	$0.12	$1,174.56	Actual Postage
Postage In-Bound	3524	$0.68	$2,396.32	Actual Postage
Returned Undeliverable	1039	$0.75	$779.25	Actual Postage+Processing
		Sub Total	**$13,308.65**	
		Total Election Expense	**$15,679.10**	
		Less District Portion	**$0.00**	
		Amount Due From City	**$15,679.10**	

CENTERVILLE CITY
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into as of the _____ day of _____, 2019, by and between **CENTERVILLE CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **BRANT T. HANSON**, hereinafter referred to as "Hanson."

RECITALS:

WHEREAS, the City desires to employ the services and expertise of Hanson as the City Manager of Centerville City; and

WHEREAS, the City Council desires to provide certain benefits and to establish certain conditions of employment as provided herein; and

WHEREAS, Hanson desires to accept employment as the City Manager of Centerville City in accordance with the terms set forth herein.

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

1. **Purpose.** The purpose of this Agreement is to provide for the employment of Hanson as the City Manager of Centerville City in a full-time employment position in accordance with applicable provisions of City ordinances and State law.

2. **Duties.** The City agrees to employ Hanson to perform and carry out the duties and functions of City Manager for the City as specified in the City's job description for such position and the City's ordinances, rules and regulations, and to perform such other legally permissible and proper duties and functions as the City shall from time to time assign. In addition to the job description, the City Manager's duties are specified in Centerville Municipal Code § 3.01.080. Hanson agrees that to the best of his ability and experience he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of this Agreement. Hanson shall be subject to the control and direction of the governing body of the City which consists of the Mayor and members of the City Council.

3. **Term of Employment.** Hanson agrees to commence the performance of his duties as City Manager under the terms of this Agreement on March 25, 2019 ("Start Date"). It is expressly understood and agreed that Hanson serves as an at-will employee of the City and that, subject to the provisions set forth herein, he may be terminated at any time by the City with or without cause. As an at-will employee, Hanson shall be exempt from the protections set forth in *Utah Code* § 10-3-1106, as amended. It is further understood and agreed that the City Manager position is an exempt position under the terms and provisions of the Fair Labor Standards Act as an administrative, executive and/or professional position.

4. **Compensation.**

a. The City shall pay Hanson for his services a starting annual base salary of $115,000, which salary shall be payable in regular payroll installments at the same time

as other employees of the City are paid. Hanson expressly consents to direct deposit of payroll funds to the extent provided or required by the City.

b. The City shall pay the required employer's contributions on Hanson's salary where required for social security and medicare. Hanson shall be responsible to pay the employee's portion of any social security and medicare taxes.

c. Except as otherwise expressly provided for the position of City Manager, Hanson shall be entitled to all benefits provided for Department Heads of the City in accordance with the City Personnel Policies and Procedures, including, but not limited to, retirement, group health insurance, dental insurance, disability insurance, vacation, all-purpose leave, sick leave, holidays, and other benefits as determined and normally provided by the City to its Department Heads. Hanson shall also be eligible for cell phone reimbursement in accordance with the City's cell phone reimbursement policy.

d. The City shall pay Hanson a car allowance in the sum of $250 per month. Hanson agrees to furnish a suitable vehicle for his use in connection with his duties under this Agreement. The City will pay Hanson mileage at the rate approved by the IRS for extended City-approved travel outside the City to areas beyond Ogden and Provo. Hanson agrees to maintain adequate liability insurance on the vehicle and to comply with all City policies when using his private vehicle for City business.

e. Salary and other benefits furnished to Hanson by the City may be reviewed and adjusted periodically by the City in the same manner as other qualified City employees. Any changes to Hanson's salary shall be consistent with the Compensation Plan and Salary Administration Guidelines as adopted by the City. Notwithstanding the foregoing, the City reserves the right to unilaterally alter, amend, except or revoke any policy, practice, procedure or employee benefits as deemed necessary in the sole discretion of the City, such as, but not limited to, vacation, sick leave and health insurance benefits. Nothing herein shall be deemed a contractual obligation regarding such employee benefits.

5. Bonding and Indemnification. The City shall bear the cost of any fidelity or other bonds required of Hanson under any law or ordinance and shall indemnify, hold harmless and defend Hanson against any claims, demands, losses or damages arising out of an alleged act or omission occurring in the performance of Hanson's duties as City Manager to the fullest extent provided by law and in accordance with and subject to applicable provisions of the Utah Governmental Immunity Act, as set forth in *Utah Code* §§ 63G-7-101, *et seq.*, as amended.

6. Office and Time Spent. Hanson shall maintain an office at City Hall and shall spend such time in the performance of his professional duties for the City as is necessary or may reasonably be required from time to time by the governing body of the City consistent with the discharge of his professional duties specified under this Agreement. Hanson shall be reasonably accessible during the City's business hours. Hanson shall not accept any outside employment in addition to employment with the City without the prior written approval of the governing body being first obtained.

7. Performance Evaluations. The governing body of the City may annually evaluate the performance of Hanson. Said review and evaluation may be in accordance with

standard performance evaluations performed by the City or specific criteria developed jointly by the City and Hanson as provided herein. If specific criteria are developed, said criteria may be added to or deleted from as the governing body of the City may from time to time determine, in consultation with Hanson. Further, the governing body may provide Hanson with a summary written statement of the findings and recommendations of the governing body and provide an adequate opportunity for Hanson to discuss his evaluation with the governing body of the City. Annually, the governing body, with recommendations from Hanson, may define such goals and performance objectives which they determine necessary for the proper operation of the City. Hanson will assist the governing body in establishing relative priority among the various goals and objectives established by the governing body. In addition to annual formal evaluations, the Mayor and/or City Council may request an informal evaluation from time to time.

8. Drug Testing. After execution of this Agreement and prior to or concurrent with the Start Date of hire, Hanson shall be subject to a pre-employment drug test in accordance with the requirements and procedures of the City's Personnel Policies and Procedures. Hanson's employment with the City is contingent upon satisfactory completion of such drug test in accordance with City policies. In the event Hanson fails to satisfactorily complete and/or pass such drug test, this Agreement may be voided by the City upon written notice to Hanson. Hanson shall be provided notice and an opportunity to respond to any questionable conditions or issues with the drug test results. Hanson may be subject to additional drug testing during his term of employment with the City in accordance with applicable provisions of the City's drug testing policies.

9. Other Terms and Conditions of Employment. The City Council, in consultation with Hanson, shall fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of the duties of City Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Job Description for City Manager, and applicable City Ordinances or State law. All provisions of the City's ordinances, administrative code, personnel policies, and rules and regulations pertaining to City personnel shall apply to Hanson as they would to other employees of the City except as herein expressly modified.

10. Professional Development. The City agrees to budget and to pay for the travel, registration fees and per diem expenses of Hanson to attend conferences and seminars as approved by the City Council.

11. Termination. As an at-will employee, Hanson shall serve at the pleasure of the governing body and may be terminated at any time with or without cause, provided the grounds for termination are not unlawful. Except as otherwise provided herein, the termination of Hanson shall be in accordance with applicable City Ordinances in place at the time of termination. As provided by State law and City Ordinance, the Mayor is authorized to vote on the appointment or dismissal of the City Manager. It is expressly understood and agreed that as an at-will employee, Hanson is not subject to the protections of *Utah Code* § 10-3-1106, as amended.

12. Severance Pay. In the event Hanson is terminated by the governing body of the City, other than for just cause, Hanson shall be entitled to receive as severance pay, a lump sum payment equal to aggregate compensation, less applicable taxes and other customary deductions, for a six (6) month period in return for which Hanson agrees to be available for consultation and

assistance during such period to the new City Manager or any other Council appointee. Contemporaneously with the delivery of the severance pay hereinabove set out, Hanson agrees to execute and deliver to the City a written release releasing the City and its officers and employees of and from all claims that Hanson may have or claim against the City and its officers and employees for claims arising out of or in the course of such officer or employee's agency or employment with the City other than claims based on termination for reasons that are unlawful. If Hanson is terminated for just cause, he shall not be entitled to any severance pay. For purposes of this severance provision, just cause is defined to include, but is not limited to, serious misconduct, habitual neglect of duty, willful disobedience, incompetence, or conduct incompatible with the duties of the office of City Manager or prejudicial to the City's interests, including the commission of any crimes of moral turpitude.

13. COBRA. In the event of termination, continuation of group health insurance coverage shall be afforded Hanson in accordance with the applicable terms and requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA), as amended.

14. Resignation. Hanson shall have the right to resign at any time from his position with the City provided he gives the City thirty (30) days notice in advance. In the event of resignation, the City is not obligated to provide severance pay.

15. Notices. Notices pursuant to this Agreement shall be given by delivering personally or by mailing the same by certified mail, return receipt requested, postage prepaid in the United States Postal Service addressed to the parties' respective addresses as on file with the City. Notice shall be deemed given as of the date of personal service or as of the date three days following deposit of such notice in the United States mail as provided herein.

16. Entire Agreement. This Agreement contains the entire agreement concerning the employment arrangements of Hanson and shall supercede any prior agreements, promises, inducements, representations or warranties made by either party pertaining to the employment of the City Manager.

17. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, and successors in interest. Other than vested rights to benefits, Hanson's rights and interest arising under this Agreement are personal and may not be assigned.

18. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect. Nothing in this Agreement is intended to bind future governing bodies which shall be authorized to terminate this contract in accordance with the Termination provision set forth in Section 11.

19. Amendment. This Agreement shall not be amended except in writing signed by the parties hereto.

[Remainder of Page Intentionally Blank]

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.

"CITY"

ATTEST:

CENTERVILLE CITY

_____
Mackenzie Wood, City Recorder

By:_____
Mayor Clark A. Wilkinson

"HANSON"

BRANT T. HANSON

By:_____
Brant T. Hanson

HANSON ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2019, personally appeared before me **BRANT T. HANSON,** who being duly sworn, did say that he is the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

_____
Notary Public

My Commission Expires:

_____

Residing at:

_____

CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/5/2019

Item No. 4.

Short Title: Public Hearing - Zoning Map Amendment - Hafoka - 484 & 522 W Porter Lane

Initiated By: Atieli Hafoka, property owner

Scheduled Time: 7:40

SUBJECT

Consider the proposed Zoning Map Amendment for the property located at approximately 484 & 522 West Porter Lane, Parcel ID 03-001-0209, from Residential-Low to Residential-Medium - Ordinance No. 2019-03

RECOMMENDATION

Adopt Ordinance No. 2019-03 amending the Centerville Zoning Map by changing the zoning of approximately 1.04 acres of real property located at 484 & 522 West Porter Lane from Residential-Low to Residential-Medium based on the findings and recommendations of the Planning Commission.

BACKGROUND

On February 13, 2019, the Planning Commission reviewed and recommended approval of the proposed rezone of the Hafoka property from Residential-Low to Residential-Medium. The Staff Transmittal Report for this application is attached.

ATTACHMENTS:

Description

- 3-5-19 CC Report Rezone Hafoka Property
- Ordinance No. 2019-03 - Hafoka Rezone
- 2-13-19 PC Staff Report Zone Map Amendment Hafoka Porter Lane
- Applicant's request

CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

CITY COUNCIL TRANSMITTAL REPORT

PROPERTY OWNER: **ATIELI HAFOKA**
MLHAFOKA9@GMAIL.COM

APPLICANT: **SEE PROPERTY OWNER**

PROPERTY LOCATION: **484 & 522 WEST PORTER LANE**

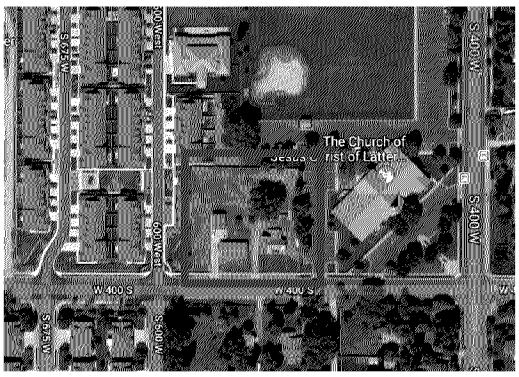
PARCEL SIZE: **1.04**

ZONING DISTRICT: **RESIDENTIAL LOW AND RESIDENTIAL MEDIUM**

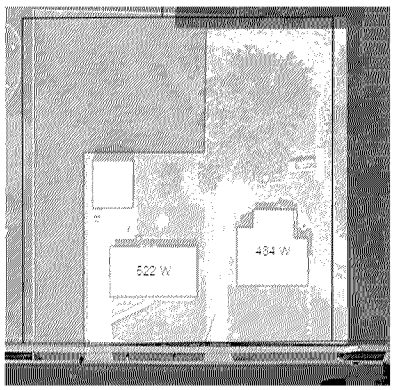
APPLICATION: **ZONING MAP AMENDMENT**

PLANNING COMMISSION RECOMMENDATION: APPROVE

Background



Mr. Andy Hafoka, the applicant and property owner, owns 1.04 acres between Porter Walton townhomes development and the LDS Church on the corner of Porter and 400 West. While formerly two separately properties, the lot has been combined into a 1.04 acre single parcel property which contains two different zones. There are two single family homes on this property, so the combination of land has also rendered the homes on this property non-conforming under the Residential Low Zone. The applicant wishes to rezone this entire property into a Residential Medium zone, with the possibility of 6-7 dwellings. (The gross acreage of property with half street is not yet confirmed.)



It is **unclear** why the zoning boundary is the way it is shown on the zoning map, or how two single family dwellings were built on the lot.

General Plan 12-480-3: Neighborhood 2, Southwest

Centerville

Residential development along Porter Lane from Main Street west to approximately 500 West between Porter Lane and the southern City boundary line should be low-density single family residential. The area from approximately 500 West to the commercial area on the Frontage Road between Porter Lane and the southern City boundary line may be appropriately developed in low or medium density residential. If developed as medium density residential, the use of Planned Unit Developments is desirable and preferred to adequately buffer such developments from both commercial and single-family developments in the area. Ample access from both 400 West and Porter Lane, preferably in the form of public streets, to the interior of this area should be required for residential developments. Care must be taken to buffer homes in this area from other uses that may locate in the area. In addition, a low or medium density Planned Unit Development may be appropriate between the Marketplace project and the north side of Porter Lane from 400 West to the existing retail commercial zoning along Frontage Road. Zoning boundaries should, where practical and logical, follow existing lot lines to avoid potential land use classification conflicts.

Staff Response: The property is already labeled approximately 1/3 Residential Medium according to our Zoning Map. Accordingly to the addressing alone, 500 West would lie between the two homes, but this is difficult to determine because there is no 500 West Street on Porter Lane. But because the homes are on the same property, zoning should be consistent on the entire parcel, as stated in the General Plan [above].

Zoning Map Amendments CZC 12.21.080(e)

1. Whether the proposed Zoning Code or Zoning Map amendment is consistent with goals, objectives and policies of the General Plan;

   The proposed amendment is mostly in alignment of the General Plan, subject to some interpretation of "500 West". The Plan states that "approximate" boundary for Residential Medium is 500 West – since there is no such street on Porter Lane, we have to use the "approximation". Half of this property is already zoned Residential Medium, so it's possible the City drew the line halfway through the property at some point. Estimating halfway between 400 W and 600 W would draw 500 W to the eastern boundary of Hafoka's property, encompassing the entire parcel. Either way, Hafoka's property lies on the edge of what should be considered Residential Medium and can be considered a part of this approximate boundary.

   As a consequence of a zoning map amendment, rezoning the entire property Residential Medium would create clear zoning boundaries along property lines and render these two single family homes back into conformity.

2. Whether the proposed Zoning Map amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

Porter Walton Townhomes and Shaela Park, both Residential Medium developments, are directly west and southwest of the property. Recently, Dave Bell's property also to the west was zoned Residential Medium. Due to these surrounding developments, Residential Medium is generally harmonious with the surrounding area, but much of the land to across the street to the south is still zoned Agricultural Low.

It should also be noted that since Shaela Parka and Porter Walton have been built, the Residential Medium density has been lowered from **eight** to **six** units an acre, so this property would have a *lower density* count than the Residential Medium developments that surround it.

As stated in the General Plan, this site should be considered for a PUD during the site plan process. Because this is not a large acreage property, the design could mimic a lower density style of housing.

3. The extent to which the proposed Zoning Map amendment may adversely affect adjacent property;

   The addition of 4 units to this block would not largely adversely affect the surrounding properties of this area, based on traffic and character of the area, where there are already a number of townhomes and multi family units on the block.

   During the site plan process, care must be taken to ensure there is adequate buffering of the Church to the east of the property.

4. For proposed Zoning Map amendments, the adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police

and fire protection, schools, stormwater drainage systems, water supplies, and waste water and refuse collection.

Utilities exist on the property now for the two single family homes. The site plan process would need to ensure adequate circulation and access for fire vehicles to enter the property. Due to the shape of the property, the design could incorporate private drives and dual access points onto Porter Lane.

Porter Lane is considered a "Major collector", and is meant to accommodate through traffic and not just local residents, and this development would not bring a significant increase in traffic.

The additional units on the property would not affect the services of the surrounding area, including parks, police services, or waste and water supplies.

PLANNING COMMISSION RECOMMENDATION

On February 13, 2019, the Planning Commission made a motion to recommend approval to the City Council the following Zoning Map Amendment of Parcel Number 03-001-0209, at 522 & 484 Porter Lane, from Residential Low to Residential Medium Zone.

Commissioner	Yes	No	Absent
Hayman	X		
Daly	X		
Hirst			X
Wright	X		
Hintze	X		
Johnson	X		

ORDINANCE NO. 2019-03

AN ORDINANCE AMENDING THE CENTERVILLE CITY ZONING MAP BY CHANGING THE ZONING OF APPROXIMATELY 1.04 ACRES OF CERTAIN REAL PROPERTY LOCATED AT APPROXIMATELY 484 & 522 WEST PORTER LANE FROM RESIDENTIAL-LOW (R-L) TO RESIDENTIAL-MEDIUM (R-M)

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

WHEREAS, in accordance with applicable provisions of Utah law and the goals of the Centerville City General Plan for the subject property as set forth in Section 12-480-3, Neighborhood 2, Southwest Centerville, the City Council desires to amend the Centerville City Zoning Map to rezone the subject property from Residential-Low (R-L) to Residential-Medium (R-M) as more particularly provided herein; and

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

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

Section 1. **Zone Map Amendment.** A portion of the real property located at approximately 484 & 522 West Porter Lane in Centerville City consisting of approximately 1.04 acres, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, is hereby rezoned from Residential-Low (R-L) to Residential-Medium (R-M) and the Centerville City Zoning Map is correspondingly amended as described herein.

Section 2. **Findings**. The rezone of the subject property to Residential-Low (R-L) to Residential-Medium (R-M) and corresponding amendment to the Centerville City Zoning Map is based on the following findings:

1. The Zoning Map Amendment is consistent with the General Plan, in that residential medium density is allowed on Porter Lane "approximately" west of 500 West.
2. The Zoning Map Amendment meets the approval standards set forth in CZC 12.21.080(e) for rezones.
3. Zoning boundaries, as stated in General Plan 12-480-8 and CZC 12.30.050, should follow lot lines.

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

Section 4. **Effective Date.** This Ordinance shall become effective upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 5th DAY OF MARCH, 2019.

ATTEST: **CENTERVILLE CITY**

_____ By: _____
Mackenzie Wood, City Recorder Mayor Clark A. Wilkinson

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Fillmore	_____	_____
Councilmember Ince	_____	_____
Councilmember Ivie	_____	_____
Councilmember McEwan	_____	_____
Councilmember Mecham	_____	_____

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

_____ DATE: _____
MACKENZIE WOOD, City Recorder

RECORDED this ____ day of _____, 2019.

PUBLISHED OR POSTED this ____ of _____, 2019.

EXHIBIT A

Property Description

Parcel No. 03-001-0209
484 & 522 West Porter Lane, Centerville, Utah

BEG AT A PT ON N LINE OF A 4 ROD STR, 1216.94 FT E & S 565.20 FT FR NW COR OF NW 1/4 OF SEC 18-T2N-R1E, SLM, & RUN TH S 89^56' E 80.0 FT ALG SD STR; TH N 125.0 FT; TH N 89^46' W 80.0 FT; TH S 125.0 FT TO POB. CONT. 0.23 ACRES.

ALSO, BEG ON N SIDE OF A 4 ROD STR AT A PT 21.09 CHAINS E & 8.60 CHAINS S FR NW COR OF NW 1/4 SEC 18-T2N-R1E, SLM; TH N 3.12 CHAINS; TH W 95 FT; TH S 3.12 CHAINS; TH E 95 FT TO THE POB. CONT. 0.45 ACRES.

ALSO, BEG ON THE N LINE OF A 4 ROD STR AT A PT 16.81 CHAINS E & 8.60 CHAINS S & 107.48 FT, M/L, E FR THE NW COR OF THE NW 1/4 OF SEC 18-T2N-R1E, SLM; & TH W 44 FT, M/L, ALG SD N LINE OF STR TO A PT ON A SE COR OF PPTY CONV IN WARRANTY DEED RECORDED 06/15/2015 AS E# 2813165 BK 6288 PG 140; TH ALG SD LINE THE FOLOWING COURSE: N 00^19'44" W 204.96 FT; TH E 44 FT; TH S 205 FT TO THE POB. CONT. 0.21 ACRES.

ALSO, BEG AT A PT 1296.94 FT E & 440.20 FT S FR THE NW COR OF THE NW 1/4 OF SEC 18-T2N-R1E, SLM; & RUN TH N 80.92 FT; TH W 80 FT; TH S 80 FT TO A PT N 89^46' W FR THE POB; TH S 89^46' E 80 FT TO THE POB. CONT. 0.15 ACRES

TOTAL ACREAGE 1.04 ACRES

CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

STAFF REPORT
AGENDA: ITEM 2

PROPERTY OWNER: ATIELI HAFOKA

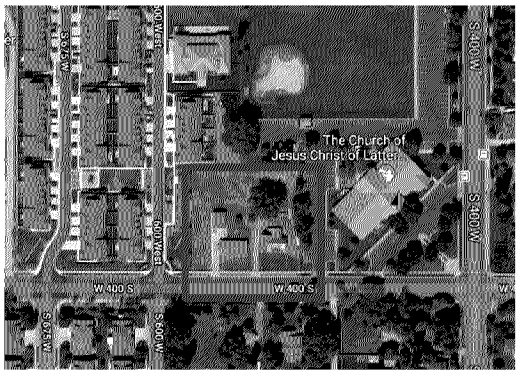
APPLICANT: SEE PROPERTY OWNER
PROPERTY LOCATION: 484 & 522 WEST PORTER LANE

PARCEL SIZE: 1.04

ZONING DISTRICT: RESIDENTIAL LOW AND RESIDENTIAL MEDIUM

APPLICATION: ZONING MAP AMENDMENT

STAFF RECOMMENDATION: RECOMMEND TO CITY COUNCIL



Background

Mr. Andy Hafoka, the applicant and property owner, owns 1.04 acres between Porter Walton townhomes development and the LDS Church on the corner of Porter and 400 West. While formerly two separately properties, the lot has been combined into a 1.04 acre single parcel property which contains two different zones. There are two single family homes on this property, so the combination of land has also rendered the homes on this property non-conforming under the Residential Low Zone. The applicant wishes to rezone this entire property into a Residential Medium zone, with the possibility of 6-7 dwellings. (The gross acreage of property with half street is not yet confirmed.)

It is **unclear** why the zoning boundary is the way it is shown on the zoning map, or how two single family dwellings were built on the lot.

General Plan 12-480-3: Neighborhood 2, Southwest Centerville

> Residential development along Porter Lane from Main Street west to approximately 500 West between Porter Lane and the southern City boundary line should be low-density single family residential. The area from approximately 500 West to the commercial area on the Frontage Road between Porter Lane and the southern City boundary line may be appropriately developed in low or medium density residential. If developed as medium density residential, the use of Planned Unit Developments is desirable and preferred to adequately buffer such developments from both commercial and single-family developments in the area. Ample access from both 400 West and Porter Lane, preferably in the form of public streets, to the interior of this area should be required for residential developments. Care must be taken to buffer homes in this area from other uses that may locate in the area. In addition, a low or medium density Planned Unit Development may be appropriate between the Marketplace project and the north side of Porter Lane from 400 West to the existing retail commercial zoning along Frontage Road. Zoning boundaries should, where practical and logical, follow existing lot lines to avoid potential land use classification conflicts.

Staff Response: The property is already labeled approximately 1/3 Residential Medium according to our Zoning Map. Accordingly to the addressing alone, 500 West would lie between the two homes, but this is difficult to determine because there is no 500 West Street on Porter Lane. But because the homes are on the same property, zoning should be consistent on the entire parcel, as stated in the General Plan [above].

Zoning Map Amendments CZC 12.21.080(e)

1. Whether the proposed Zoning Code or Zoning Map amendment is consistent with goals, objectives and policies of the General Plan;

   The proposed amendment is mostly in alignment of the General Plan, subject to some interpretation of "500 West". The Plan states that "approximate" boundary for Residential Medium is 500 West – since there is no such street on Porter Lane, we have to use the "approximation". Half of this property is already zoned Residential Medium, so it's possible the City drew the line halfway through the property at some point. Estimating halfway between 400 W and 600 W would draw 500 W to the eastern boundary of Hafoka's property, encompassing the entire parcel. Either way, Hafoka's property lies on the edge of what should be considered Residential Medium and can be considered a part of this approximate boundary.

   As a consequence of a zoning map amendment, rezoning the entire property Residential Medium would create clear zoning boundaries along property lines and render these two single family homes back into conformity.

2. Whether the proposed Zoning Map amendment is harmonious with the overall character of existing development in the vicinity of the subject property;

Porter Walton Townhomes and Shaela Park, both Residential Medium developments, are directly west and southwest of the property. Recently, Dave Bell's property also to the west was zoned Residential Medium. Due to these surrounding developments, Residential Medium is generally harmonious with the surrounding area, but much of the land to across the street to the south is still zoned Agricultural Low.

It should also be noted that since Shaela Parka and Porter Walton have been built, the Residential Medium density has been lowered from **eight** to **six** units an acre, so this property would have a *lower density* count than the Residential Medium developments that surround it.

As stated in the General Plan, this site should be considered for a PUD during the site plan process. Because this is not a large acreage property, the design could mimic a lower density style of housing.

3. The extent to which the proposed Zoning Map amendment may adversely affect adjacent property;

   The addition of 4 units to this block would not largely adversely affect the surrounding properties of this area, based on traffic and character of the area, where there are already a number of townhomes and multi family units on the block.

   During the site plan process, care must be taken to ensure there is adequate buffering of the Church to the east of the property.

4. For proposed Zoning Map amendments, the adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police

and fire protection, schools, stormwater drainage systems, water supplies, and waste water and refuse collection.

Utilities exist on the property now for the two single family homes. The site plan process would need to ensure adequate circulation and access for fire vehicles to enter the property. Due to the shape of the property, the design could incorporate private drives and dual access points onto Porter Lane.

Porter Lane is considered a "Major collector", and is meant to accommodate through traffic and not just local residents, and this development would not bring a significant increase in traffic.

The additional units on the property would not affect the services of the surrounding area, including parks, police services, or waste and water supplies.

STAFF RECOMMENDATION

I hereby make a motion to recommend approval to the City Council the following Zoning Map Amendment of Parcel Number 03-001-0209, at 522 & 484 Porter Lane, from Residential Low to Residential Medium Zone.

Proposed Reasons for Action :

a) The following Zoning Map Amendment is consistent with the General Plan, in that residential medium density is allowed on Porter Lane "approximately" West of 500 West.
b) The zoning map amendment fits the approval standards as outlined in CZC 12.21.080(e)
c) Zoning boundaries, as stated in the General Plan 12-480-8 and CZC 12.30.050, should follow lots lines.

To: Planning Commission and City Council Members

Re: Zoning Map Amendment Request

Date: January 23, 2019

Please consider my proposal to change the zoning of my property on 484 and 522 West Porter Lane, Centerville, Ut, from R-L to R-M.

I believe that the change is consistent with the overall character of the neighborhood. Adjacent and directly west of my property is the Porter-Walton Townhome development. Across the street and south of my property is the Shaela Park townhomes. Adjacent and east of property is the Church of Jesus Christ of Latter-day Saints chapel. I believe my plans to develop my property will be appealing, attractive and be in harmony the neighborhood.

I believe present facilities and services are adequate to supply needed services for the proposed change requested.

Thank you for your time and hope for your favorable consideration of my request for zoning change.

Atieli and Monalisa Hafoka

385-444-8720/Monalisa Hafoka

801-425-2587/Soana Taufa (Daughter To Represent)

Mlhafoka9@gmail.com

RECEIVED JAN 23 2019

CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/5/2019

Item No. 5.

Short Title: Public Hearing - Final Subdivision Plat - Legacy Lands - 1243 North 1300 West

Initiated By: Jeff Cook, Applicant

Scheduled Time: 8:00

SUBJECT

Consider the Final Subdivision Plat for Legacy Lands, a five lot commercial subdivision located at approximately 1243 North 1300 West.

RECOMMENDATION

Approve Final Subdivision Plat for Legacy Lands located at approximately 1243 North 1300 West based on the findings and conditions set forth in the Staff Transmittal Report.

BACKGROUND

On February 27, 2019, the Planning Commission reviewed and recommended for approval the Final Subdivision Plat for Legacy Lands, a five-lot commercial subdivision. The Staff Transmittal Report for this application is attached.

ATTACHMENTS:

Description

- 03-05-2019 CC Transmittal Report Legacy Lands Final Plat
- 02-13-2019 Staff Report Legacy Lands Final Plat & Plans
- Legacy Lands Final Plat Submittal

CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

CITY COUNCIL TRANSMITTAL REPORT

PROPERTY OWNER: GARY SMITH

APPLICANT: JEFF COOK
COOK BUILDERS
PO BOX 684 CENTERVILLE UT 84014

PROPERTY LOCATION: 1243 NORTH 1300 WEST

PARCEL ID: 06-003-0016 & 06-003-0017

PARCEL SIZE: 4.16 ACRES

ZONING DISTRICT: SHORELANDS COMMERCE PARK (SCP)

APPLICATION: LEGACY LANDS FINAL SUBDIVISION

PC RECOMMENDATION: APPROVE WITH CONDITIONS FOR FINAL SUBIVISION SUBMITTAL TO CITY COUNCIL

BACKGROUND

The Applicant proposing a five (5) lot subdivision for office and warehouse uses within the Shorelands Commerce Park. This site is just north of the UDOT site and to the west of the recently developed "The Pastures" development. This subdivision lies in the Shorelands Commerce Park Zone, so future and subsequent site plans will have a higher standard of architectural requirements and design standards than other commercial/ industrial areas, as defined in CZC 12.68.

Furthermore, the applicant has secured an agreement to purchase a separate parcel located at the corner of 1275 North and 1300 West. The applicant desires to absorb this parcel into the proposed subdivision, which increases the acreage from 4.0 to 4.16 acres. From staff's review, the added parcel is depicted having a Zoning Classification of I-H. However, staff researched the original 2009 SCP Zoning Map amendment and believes that the listed I-H Zone is likely a

clerical error. This matter, with a potential resolution, was addressed by the Commission in recommended Condition 6.

PLANNING COMMISSION RECOMMENDATION

On February 27, 2019, the Planning Commission unanimously voted to ***RECOMMEND APPROVAL*** of the proposed final subdivision plat, subject to the following:

1. *The Final Recordable Subdivision Plat shall reflect the lot layout and engineering as submitted and also compliance with these conditions of approval, or as may be amended by the City in preparation of its recording.*
2. *The subdivision construction plans shall be deemed acceptable to the City Engineer prior to recordation of the subdivision plat.*
3. *A Final Paper Plat shall be submitted to the City Recorder's office to be reviewed by the City staff to ensure plat compliance with City's approved format, approval final layout, survey standards, and owner dedications. Such paper plat shall be deemed acceptable by the City Attorney and City Engineer prior to preparation and submittal of the final recordable linen plat to the City.*
4. *A current Title Report (i.e. within 30days of recording) for all properties shall be submitted to the City with the Final Paper Plat Submittal to the City Recorder.*
5. *The required improvement bond and associated fees shall be prepared, reviewed, and paid prior to the recordation of the subdivision plat.*
6. *The "Affidavit of Correction "requesting that the Zoning Map be adjusted to meet the 2009 SCP Map Revision Exhibits shall be accepted by the City Recorder, prior to recording the plat.*
7. *After the plat recording, a preconstruction meeting shall be held with the City that includes all parties that are installing the public and utility service infrastructure.*
8. *The wetland boundary needs to be depicted on the final plat – not just the construction drawings.*

Suggested Reasons for the Action:

a) *The Planning Commission finds that Final Plat and Plans are consistent with the previous Conceptual Plan Acceptance directives and Preliminary Subdivision Plan Approval.*
b) *The Planning Commission finds that the final subdivision complies with the applicable regulations of the subdivision, non-residential subdivision, and SCP Zone lot regulations and requirements.*

PLANNING COMMISSION VOTE (7-0)

Commissioner	Yes	No	Not Present
Hayman (Chair)	X		
Hirst	X		
Johnson	X		

Daly	X		
Hintze	X		
Wright	X		
Hunt	X		

CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

STAFF REPORT
AGENDA: ITEM 1

PROPERTY OWNER: GARY SMITH

APPLICANT: JEFF COOK
COOK BUILDERS
PO BOX 684 CENTERVILLE UT 84014

PROPERTY LOCATION: 1243 NORTH 1300 WEST

PARCEL ID: 06-003-0016 & 06-003-0017

PARCEL SIZE: 4.16 ACRES

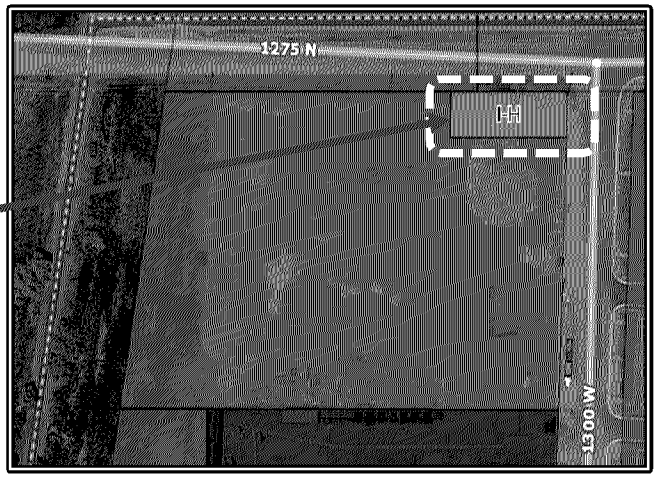
ZONING DISTRICT: SHORELANDS COMMERCE PARK (SCP)

APPLICATION: LEGACY LANDS PRELIMINARY SUBDIVISION

STAFF RECOMMENDATION: APPROVE WITH CONDITIONS FOR FINAL SUDIVISION SUBMITTAL TO CITY COUNCIL

BACKGROUND

On December 12, 2018, the Planning Commission approved the Preliminary Plan for the Legacy Lane Subdivision with specific conditions to be addressed. Since that time, the applicant has secured an agreement to purchase a separate parcel located at the corner of 1275 North and 1300 West. The applicant desires to absorb this parcel into the proposed subdivision, which increases the acreage from 4.0 to 4.16 acres.



Moreover, from staff's review, the added parcel is depicted having a Zoning Classification of I-H. However, staff researched the original 2009 SCP Zoning Map amendment and believes that the listed I-H Zone is likely a clerical error. This matter, with a potential resolution, will be addressed later in this report.

PREVIOUS PRELIMNARY SUBDIVISION APPROVAL

On *December 12, 2018*, the Planning Commission approved the Prelimnary Plan for the Legacy Lands Subdivision, subject to the following conditions:

1) A Final Subdivision Application shall be submitted in accordance of CMC 15.0[*4*] of the Subdivision Ordinance. (***Complete***)
2) Wetlands areas and data points need to be indicated on the Final Plat unless mitigated with the approval of the Army Corps of Engineers. (***Partially Complete – Shown on Construction Plans and MISSING on the Plat***).
3) Title report shall be turned in before the Final Plat and reviewed and approved by the City Attorney. (***Not Submitted – Awaiting purchase of corner parcel***)
4) Full Construction and utility drawings are to be reviewed and approved by the City Engineer, including but not limited to showing the culinary and storm drain along 1275 North, and detailing the curb and gutter in the City Right of Way. (**Partially Complete – Construction Plans Submitted – City Engineer is reviewing**)
5) Cross Access easements between the five lots shall be recorded with the Plat or noted on the Plat. (***Complete***)
6) Placement of fire hydrants shall be approved by the South Davis Metro Fire Marshall before the recording of Final Plat. (***Complete***)
7) Any remaining "utility provider" sheets shall be submitted with the Final Subdivision Application. (***Complete***)
8) Final Plat must be recorded within one year of the Preliminary Plat approval date. (***In-progress***)

15.06.20 NON-RESIDENTIAL SUBDIVISION REQUIREMENTS

The street and lot layout of a nonresidential subdivision shall be appropriate to the land for which the subdivision is proposed, and shall conform to the proposed land use and standards established in the General Plan and the Zoning Code.

In addition to the principles and standards in [*the Subdivision Ordinance*] which are appropriate to the planning of all subdivisions, the subdivider shall demonstrate to the satisfaction of the Planning Commission that the street, parcel and block pattern proposed is specifically adapted to the uses anticipated and takes into account other uses in the vicinity. The following principles and standards shall be observed:

1. *Proposed commercial, industrial or manufacturing parcels shall be suitable in area and dimensions to the types of commercial, industrial or manufacturing development anticipated, and to the requirements of the Zoning Code. (Conforms)*
2. *Street rights of way and pavements shall be adequate to accommodate the type and volume of traffic anticipated to be generated thereon. (Conforms)*
3. *Special requirements may be imposed by the City with respect to street, curb, gutter and sidewalk design and construction. (Conforms – with rolled curb, as required by SCP Zone)*
4. *Special requirements may be imposed by the City with respect to the installation of public utilities, including water, sewer and storm water drainage. (Conforms – with needed*

drainage system improvements along 1275 North. Developer, City will need to address costs above development's fair share)

5. *Streets carrying nonresidential traffic, especially truck traffic, shall not normally be extended to the boundaries or adjacent existing or potential residential areas, or connected to streets intended for predominantly residential traffic. (Conforms)*

FINAL SUBDIVISION REVIEW - CHAPTER 15.04

15.04.010 Final Plat – The purpose of the final plat is to require formal approval by the Planning Commission and City Council before a subdivision plat is finalized and recorded in the office of the Davis County Recorder and to ensure compliance of the subdivision with applicable ordinances. The final plat and all information and procedures relating thereto shall in all respects be in compliance with the provisions of this Title. The final plat and construction plans submitted shall conform in all respects to those regulations and requirements specified during the preliminary plat procedure.

The following elements need to be addressed or completed to meet the expectations for final plat approval:

(a) The wetland boundary needs to be depicted on the final plat – not just the construction drawings
(b) A title report for all properties needs to be submitted to verify and depict the existing encumbrances for the land and all applicable parties having interest or ownership.
(c) The Final Construction Drawing need to be deemed acceptable by the City Engineer.

ZONING DISTRICT MAP PROBLEM

The SCP Zone was originally created and applied in 2009 for this area. In staff's research the rezone involved two elements to apply the new SCP Zone. The first element was a listing of parcel numbers, the second element was a map depicting the area to be rezone. Either of these elements were to be used to apply the newly proposed SCP Zoning District. The subject property (*i.e. corner of 1275 North, 1300 West*) was not listed in the parcel number list, however, it was depicted within the boundary shown in the map. Therefore, the staff will be submitting an "Affidavit of Correction" to the City Recorder requesting that the Zoning Map be adjusted to meet the 2009 SCP Map Revision Exhibits.

Moreover, staff believes that the property and/or future owner ought to be informed about this situation and be given an opportunity to express any dispute regarding this request. However, if it is to be disputed, the corner parcel cannot be absorbed into the subdivision due to it being located in a differing Zone that would have differing regulations that are to be applied. In short, a property cannot not have two zoning districts, as would be the case if the corner lot zoning is not corrected as described earlier.

PLANNING STAFF RECOMMENDATION

(*SUGGESTED MOTION*) *I hereby make a motion for the Planning Commission to RECOMMEND APPROVAL of the Final Subdivision Plat and Plans for the Legacy Lands Subdivision, subject to the following:*

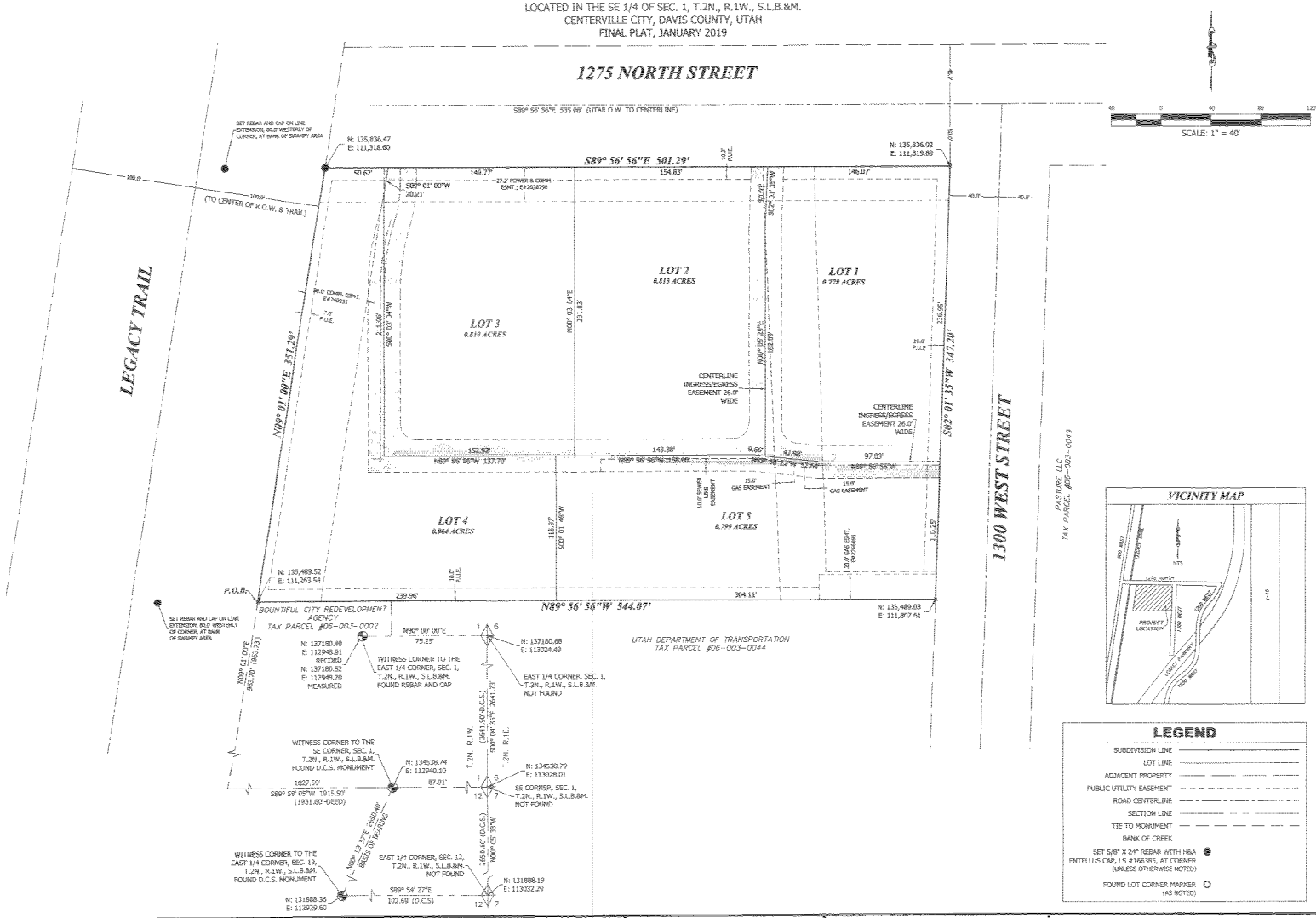
1. *The Final Recordable Subdivision Plat shall reflect the lot layout and engineering as submitted and also compliance with these conditions of approval, or as may be amended by the City in preparation of its recording.*
2. *The subdivision construction plans shall be deemed acceptable to the City Engineer prior to recordation of the subdivision plat.*
3. *A Final Paper Plat shall be submitted to the City Recorder's office to be reviewed by the City staff to ensure plat compliance with City's approved format, approval final layout, survey standards, and owner dedications. Such paper plat shall be deemed acceptable by the City Attorney and City Engineer prior to preparation and submittal of the final recordable linen plat to the City.*
4. *A current Title Report (i.e. within 30days of recording) for all properties shall be submitted to the City with the Final Paper Plat Submittal to the City Recorder.*
5. *The required improvement bond and associated fees shall be prepared, reviewed, and paid prior to the recordation of the subdivision plat.*
6. *The "Affidavit of Correction "requesting that the Zoning Map be adjusted to meet the 2009 SCP Map Revision Exhibits shall be accepted by the City Recorder, prior to recording the plat.*
7. *After the plat recording, a preconstruction meeting shall be held with the City that includes all parties that are installing the public and utility service infrastructure.*

Suggested Reasons for the Action:

a) *The Planning Commission finds that Final Plat and Plans are consistent with the previous Conceptual Plan Acceptance directives and Preliminary Subdivision Plan Approval.*
b) *The Planning Commission finds that the final subdivision complies with the applicable regulations of the subdivision, non-residential subdivision, and SCP Zone lot regulations and requirements.*

LEGACY LANDS COMMERCIAL SUBDIVISION

LOCATED IN THE SE 1/4 OF SEC. 1, T.2N., R.1W., S.L.B.&M.
CENTERVILLE CITY, DAVIS COUNTY, UTAH
FINAL PLAT, JANUARY 2019



SCALE: 1" = 40'

VICINITY MAP

LEGEND

- SUBDIVISION LINE
- LOT LINE
- ADJACENT PROPERTY
- PUBLIC UTILITY EASEMENT
- ROAD CENTERLINE
- SECTION LINE
- TIE TO MONUMENT
- BANK OF CREEK
- SET 5/8" X 24" REBAR WITH H&A ENTELLUS CAP, LS #166385, AT CORNER (UNLESS OTHERWISE NOTED)
- FOUND LOT CORNER MARKER (AS NOTED)

SURVEYOR'S CERTIFICATE

I, JEREMIAH R. CUNNINGHAM, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 9182497 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE AN ACCURATE SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND PURSUANT TO SAID TRACT OF LAND HEREAFTER TO BE KNOWN AS LEGACY LANDS COMMERCIAL SUBDIVISION , AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AS SHOWN ON THIS PLAT.

VON R. HILL — DATE

DESCRIPTION

BEGINNING ON THE EASTERLY LINE OF THE DENVER & RIO GRANDE WESTERN RAIL ROAD RIGHT OF WAY AT A POINT SOUTH 89°58'05" WEST 1931.50 FEET,(1931.60 FEET MORE OR LESS BY RECORD), ALONG THE SECTION LINE AND NORTH 9°01'00 EAST 963.70 FEET (963.70 FEET , 963.73 FEET BY RECORD) ALONG SAID RIGHT OF WAY FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE
NORTH 9°01'00" EAST 351.29 FEET ALONG SAID RIGHT OF WAY TO A POINT NORTH 89°56'56" WEST FROM A POINT SOUTH 89°41'10" WEST 36.28 FEET AND SOUTH 0°15'01" WEST 3985.48 FEET ALONG THE WEST LINE OF THE UPPER RAIL ROAD RIGHT OF WAY FROM THE NORTHEAST CORNER OF SAID SECTION 1, BY RECORD; THENCE SOUTH 89°56'56" EAST 501.29 FEET TO THE WESTERLY LINE OF AN 80 FOOT WIDE STATE HIGHWAY RIGHT OF WAY, THENCE SOUTH 2°01'35" WEST 347.20 FEET ALONG SAID RIGHT OF WAY TO A POINT SOUTH 89°56'56" EAST OF THE POINT OF BEGINNING; THENCE NORTH 89°56'56" WEST 544.07 FEET TO THE POINT OF BEGINNING.

OWNER'S DEDICATION

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS LEGACY LANDS COMMERCIAL SUBDIVISION , DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND AND PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE AND DO WARRANT, DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREET, PARCELS, AND PUBLIC UTILITY EASEMENTS WHICH WILL INTERFERE WITH DEDICATED PUBLIC USE.

SIGNED THIS _____ DAY OF _____, 20_____.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

L.L.C. ACKNOWLEDGMENT

ON THE _____ DAY OF _____, 20_____ THERE PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, XXXXXXXXXXX, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS A MEMBER OF XXXXXXXXXXXXXXXXXXXXXXXXX, AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID L.L.C. BY A RESOLUTION OF ITS MEMBERS AND ACKNOWLEDGED TO ME THAT SAID L.L.C. EXECUTED THE SAME.

NOTARY PUBLIC: _____

RESIDENCE: _____

MY COMMISSION EXPIRES: _____

NOTES

1. ALL COORDINATES SHOWN HEREON ARE BASED ON THE DAVIS COUNTY SURVEY SYSTEM DATUM.
2. APPROVAL OF THIS DEVELOPMENT PLAT BY CENTERVILLE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUB-SURFACE SOIL CONDITIONS NOR TO THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
3. PUBLIC UTILITY EASEMENTS ARE ALSO DRAINAGE EASEMENTS.

1470 South 600 West
Woods Cross, UT 84010
Phone 801.292.2536
www.Entellus.com

PROJECT #1025004
01/15/2019 JH

CITY ENGINEER

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____.

CENTERVILLE CITY ENGINEER

PLANNING COMMISSION

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____ BY THE PLANNING COMMISSION OF CENTERVILLE CITY.

CHAIRMAN

CITY ATTORNEY

RECOMMENDED FOR APPROVAL THIS _____ DAY OF _____, 20____.

CENTERVILLE CITY ATTORNEY

CENTERVILLE CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF CENTERVILLE CITY, UTAH, THIS _____ DAY OF _____, 20____, AT WHICH TIME THIS PROJECT WAS APPROVED AND ACCEPTED.

CITY RECORDER ATTEST: _____

MAYOR: _____

DAVIS COUNTY RECORDER

ENTRY NO. _____ FEE PAID _____

FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 20____,

AT _____ IN BOOK _____ OF _____

COUNTY RECORDER: _____

BY: _____
DEPUTY

CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/5/2019

Item No. 6.

Short Title: Interlocal Agreement with Farmington City for Lund Lane

Initiated By: Farmington City officials

Scheduled Time: 8:10

SUBJECT

Consider Resolution No. 2019-03 regarding an Interlocal Agreement with Farmington City for Lund Lane.

RECOMMENDATION

Adopt Resolution No. 2019-03 regarding an Interlocal Agreement with Farmington City for Lund Lane.

BACKGROUND

A portion of the mutual boundary line between Centerville and Farmington is the centerline of Lund Lane. In 2018 Farmington City received an application for a subdivision on their side of the road. Staff from both cities subsequently met to discuss a potential agreement between the two cities regarding the construction and maintenance of Lund Lane. This is not the first time the two cities have discussed this issue. A sample agreement was drafted back in 2000, but for some reason the parties never adopted the agreement. Staff from both cities have worked together to draft the attached Interlocal Agreement and recommend adoption of the same.

The Agreement states the road will be improved--as development occurs on each side--as a "collector" road with a 66-foot right-of-way. It also states the developer of the new subdivision in Farmington will build the road on the Farmington side of the line in accordance with Centerville City's street standards. Each City will be responsible for maintaining curb & gutter, sidewalk and park strips within their boundaries in accordance with their respective ordinances, but the two cities will cooperate on maintaining the asphalt roadway based on terms to be negotiated in the future.

Centerville City staff have discussed the possibility of cooperating with the developer of the Farmington subdivision later this year when the road along the subdivision frontage is reconstructed. This cooperation may involve Centerville City paying for some new pavement on Centerville's side of the centerline to provide adequate width for two-way traffic. Staff recommend that any other improvements, however, on Centerville's side wait for future development on the south side of the road and be funded by the developer(s).

ATTACHMENTS:

Description

- Resolution No. 2019-03 - Interlocal for Lund Lane
- Interlocal Agreement - Lund Lane (2019)

RESOLUTION NO. 2019-03

A RESOLUTION OF THE CENTERVILLE CITY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN CENTERVILLE CITY AND FARMINGTON CITY FOR THE CONSTRUCTION AND MAINTENANCE OF LUND LANE

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

WHEREAS, Centerville City and Farmington City desire to enter into an agreement pursuant to the Interlocal Cooperation Act to provide for the cooperative construction and maintenance of Lund Lane as more particularly provided herein.

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

Section 1. **Agreement Approved**. The City Council of Centerville City hereby accepts and approves the Interlocal Cooperation Agreement between Centerville City and Farmington City for the construction and maintenance of Lund Lane, as more particularly set forth in **Exhibit A**, attached hereto and incorporated by reference.

Section 2. **Mayor Authorized to Execute**. The City Council of Centerville City hereby authorizes the Mayor to sign the attached Interlocal Cooperation Agreement for and on behalf of Centerville City.

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

Section 4. **Effective Date**. This Resolution shall become effective immediately upon its passage. The Interlocal Cooperation Agreement adopted herein shall become effective when the parties have executed the Agreement and the Agreement has been filed with the keeper of records of each public entity that is a party to the Agreement in accordance with *Utah Code Ann.* § 11-13-209, as amended.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 5th DAY OF MARCH, 2019.

ATTEST: **CENTERVILLE CITY**

_____ By: _____

Mackenzie Wood, City Recorder Mayor Clark A. Wilkinson

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

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

_____ DATE: _____

MACKENZIE WOOD, City Recorder

EFFECTIVE DATE: ____ day of _____, 20____.

EXHIBIT A

INTERLOCAL COOPERATION AGREEMENT BETWEEN CENTERVILLE CITY AND FARMINGTON CITY FOR THE CONSTRUCTION AND MAINTENANCE OF LUND LANE

INTERLOCAL COOPERATION AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF LUND LANE

This Agreement is made and entered into as of this _____ day of _____, 2019, by and between CENTERVILLE CITY, a Utah municipal corporation, hereinafter referred to as "Centerville," and FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as "Farmington."

WITNESSETH

WHEREAS, a portion of the mutual boundary line between Farmington and Centerville lies at the centerline of 2400 North in Centerville and/or 1700 South in Farmington, also known as "Lund Lane," leaving a portion of Lund Lane within Farmington and a portion within Centerville, in Davis County, State of Utah, as more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, Farmington and Centerville desire to coordinate and cooperate in a joint effort for the installation, construction, maintenance and servicing of that portion of Lund Lane between State Route 106 (also known as Main Street in Centerville and/or 200 East in Farmington) and Frontage Road, a distance of approximately 1,975 feet (hereinafter "Roadway"), to provide for more efficient use of public funds for such purposes; and

WHEREAS, the parties hereby acknowledge and intend for this Agreement to permit the parties to make the most efficient use of their power by enabling them to cooperate on the basis of mutual advantage, thereby enabling them to provide services and facilities in a manner that will accord best with geographical, economic, and other needs of the parties, and for the overall promotion of the general welfare of the public; and

WHEREAS, the parties hereto are empowered and authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act as set forth in *Utah Code Ann.* 11-13-101, *et seq.*;

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

1. **Existing Conditions of Roadway.** It is hereby acknowledged by the parties that the Roadway is partially improved with asphalt on existing soil. A portion of the Roadway has been improved with curb, gutter and sidewalk improvements adjacent to development, but other areas remain unimproved. Farmington City recently approved the Stonebrook Farms Subdivision final plat and improvement drawings. Further improvements to Lund Lane will be made by the developer in connection with the development of the Stonebrook Farms Subdivision. Some underground utilities are located within the existing right-of-way of the Roadway, including, among other things, a Farmington culinary water line, a Centerville storm drain pipe, and a South Davis Sewer District sanitary sewer line.

2. **Roadway Design.** It is hereby agreed by the parties that the Roadway shall be developed as a minor collector consisting of a sixty-six (66) foot wide right-of-way. The parties further acknowledge that such designation and width of the Roadway is consistent with their respective General Plans. It is anticipated that the installation, construction or expansion of the Roadway shall be performed by developers in conjunction with the development of adjacent or proximate properties. Except as otherwise provided herein, it is agreed that the Roadway, exclusive of parkstrips and sidewalks, shall be designed and constructed in accordance with the Centerville City Engineering and Construction Standards, as adopted and amended by the Centerville, which Standards have been reviewed and found acceptable for development by Farmington, or as otherwise mutually agreed to by the parties or as required by law. Parkstrips and sidewalks shall be designed and installed in accordance with the applicable City Ordinances, Standards and Regulations within which such improvements are installed; *e.g.*, sidewalks and

parkstrips along the Roadway located within Centerville shall be designed and installed in accordance with Centerville Ordinances, Standards and Regulations.

3. **Roadway Dedication.** Any portion of the Roadway required to be dedicated as a public street shall be dedicated to the respective City in which the Roadway or any portion thereof is situated.

4. **Roadway Construction and Maintenance.** Final construction plans for the Roadway, or any new improvement or expansion thereof, shall be submitted to both parties for review and approval. The parties agree to jointly maintain the Roadway, exclusive of curb, gutter, parkstrip and sidewalk improvements, as provided herein. Curb, gutter, parkstrip and sidewalk improvements shall be maintained by the respective City within which such improvements are located. It is anticipated that developers of adjacent or proximate properties will pay for and install their proportionate fair share of the Roadway improvements in connection with development. Additional costs for Roadway improvements, new construction, and engineering design may be paid for by mutual agreement of the parties. Roadway resurfacing, maintenance, and other repairs shall be determined on an as-needed basis by mutual agreement of the parties. Bid processing for such maintenance and repairs shall be determined by mutual agreement of the parties.

5. **Utilities.** Each City shall be responsible for providing, or causing to be provided, the utility services to their respective residents, including, but not limited to: sanitary sewer, culinary water, secondary water and storm drainage. It is anticipated that facilities and improvements for utility services shall be provided, or caused to be provided, by each City (or relevant District) on the respective sides of the Roadway. Any installation, repairs, maintenance or servicing of utility facilities and improvements shall be conducted in accordance with the applicable City Ordinances, Standards and Regulations for the City within which such facilities and improvements are located; *e.g.*, repairs to utilities located within a portion of the Roadway

within Centerville City shall be made in accordance with Centerville City Excavation Permit Ordinances and other applicable Centerville City Ordinances, Standards and Regulations.

6. **Coordination.** Installation and maintenance coordination meetings between Centerville and Farmington will be arranged periodically to review and coordinate Roadway planning and maintenance. The project coordination representatives for the respective parties shall be the City Managers.

7. **Impact Fees.** Impact fees due and owing from property owners or developers of adjacent properties shall be required to be paid to the respective parties hereto for those improvements which are located within the boundaries of each respective City.

8. **Emergency Services.** Centerville and Farmington shall provide police and fire service to areas located within their respective boundaries and shall cooperate as per their prior established cooperation agreements with regard to emergency services.

9. **Notices.** Any notices required or desired to be given hereunder shall be in writing and shall be delivered personally upon the party intended or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Centerville:

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

To Farmington:

Farmington City
Attn: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

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

11. No Fiduciary Relationship Created. Nothing contained in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

12. No Separate Legal Entity. No separate legal entity is created by the terms of this Agreement. The respective City Managers of Centerville and Farmington are hereby empowered to take such cooperative action or undertakings as necessary to administer this Agreement and carry out the terms hereof.

13. Term. This Agreement shall extend for a term of not to exceed fifty (50) years from date hereof.

14. Enacting Resolutions. Each party to this Agreement shall adopt appropriate resolutions as required by law in conjunction with entering into this Agreement.

15. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and no other promises or understandings pertaining to the subject matter of this Agreement shall be binding upon the parties unless set forth herein.

16. Amendments. This Agreement may be amended only in writing signed by the parties.

17. No Waiver of Immunity. Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the party employing their services even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either party under the Governmental Immunity Act as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended.

18. Indemnification. Each party shall be responsible for and defend the actions of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

Centerville agrees to indemnify, release, hold harmless, and defend Farmington from all claims, damages, liabilities, and judgment for injury to persons, loss of life or damage to property occurring because of the negligent acts or omissions of Centerville, its officers or employees, resulting from the operations or acts of Centerville's employees while in performance of the terms of this Agreement. Farmington agrees to indemnify, release, hold harmless, and defend Centerville from all claims, damages, liabilities, and judgment for injury to persons, loss of life or damage to property occurring because of the negligent acts or omissions of Farmington, its officers or employees, resulting from the operations or acts of Farmington's employees while in performance of the terms of this Agreement.

19. No Third Party Beneficiaries. This Agreement is not intended to benefit any person or entity not named as a party to this Agreement.

20. Termination. Either party may terminate its obligations under the terms of this Agreement by giving the other party sixty (60) days prior written notice of its intent to terminate.

21. Severability. If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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 set forth above.

ATTEST: **CENTERVILLE CITY**

_____ By:_____
Centerville City Recorder Mayor Clark A. Wilkinson

ATTEST: **FARMINGTON CITY**

_____ By:_____
Farmington City Recorder Mayor H. James Talbot

CENTERVILLE CITY ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me **CLARK A. WILKINSON**, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

FARMINGTON CITY ACKNOWLEDGMENT

STATE OF UTAH)
: ss
COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me **H. JAMES TALBOT**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

_____
NOTARY PUBLIC

My Commission Expires: Residing at:

_____ _____

EXHIBIT "A"

ROADWAY DESCRIPTION

CENTERVILLE

Staff Backup Report
3/5/2019

Item No. 7.

Short Title: Mayor's Report

Initiated By: Mayor Wilkinson

Scheduled Time: 8:20

SUBJECT

a. Appointments to Boards and/or Committees
b. Legislative Update

RECOMMENDATION

Act on Mayor Wilkinson's recommended appointments to City boards and/or committees. Also allow the Mayor, Councilman Ince and City Attorney Lisa Romney to update the Council regarding bills in the current Legislative Session that could affect Centerville City.

BACKGROUND

CENTERVILLE

Staff Backup Report
3/5/2019

Item No. 8.

Short Title: City Manager's Report

Initiated By:

Scheduled Time: 8:30

SUBJECT

a. Planning Commission update
b. Island View Park Project and funding analysis update

RECOMMENDATION

The City Manager will report on matters considered by the Planning Commission in their most recent meeting. He will also review the attached document, "Parks Funding Analysis - 2-25-19".

BACKGROUND

The attached parks funding analysis--updated as of 2/25/19--is important for the City Council to understand in relation to the Island View Park Phase I Project. Also attached is the earlier funding analysis from a year ago, dated 3/2/18. When the earlier analysis was reviewed with the City Council, the City Manager noted two factors that could materially affect that analysis. One was the purchase of wetlands credits to resolve the Community Park issue with the Army Corps of Engineers, which has since been purchased for $73,150. The second factor was the uncertainty of the park impact fee revenue from 111 multi-family units approved in a mixed-use development on the northwest corner of Parrish Lane and 1250 West. It was assumed in the earlier analysis that building permits for all these units would be issued during FY 2019, generating $318,459 in park impact fee revenue. In reality, only 7 residential units (for homes elsewhere in the City) have been permitted to date in FY 2019. The updated analysis (2/25/19) assumes there will be 30 new residential units permitted for the rest of *calendar year* 2019.

The City Manager will review this updated funding analysis with the Council, report on his most recent meeting with the design team for the Island View Park project and the strategies being considered to reduce the cost estimate and adequately fund the project.

ATTACHMENTS:

Description

- Parks Funding Analysis 2-25-19
- Parks Funding Analysis 3-2-18

Cash Flow Analysis for Park Improvements Funding

Updated 2/25/19

Fund 45 (PCIF) cash balance @ 1/31/19:	$	83,412
Fund 27 (RAP Tax) cash balance @ 1/31/19:	$	277,515
Payment due to CPT for 2018 4th Qtr RAP TAX	$	(4,800)
Payment due to CPT for January 2019 RAP Tax	$	(1,847)
Reserve for SDRD loan payment @ 6/30/19	$	(115,000)
85% of est. RAP Tax distribution Feb-June 2019	$	142,880
Interest on RAP Tax Fund Feb-June 2019	$	3,000
GBD design/construction management fees	$	(82,990)
ESI fees Jan-June 2019	$	(5,000)
Projected cash available 7/1/19	$	297,170
85% of est. RAP Tax distribution Jul-Sept 2019		
($414,000 x 1.03 x .25 x .85)	$	90,614
Park impact fees Feb-Sept 2019 (20 x $2,869)	$	57,380
Remainder of City match for LWCF Grant (exc GBD fees)	$	(594,010)
Projected cash shortfall 10/1/19	$	(148,846)
85% of est. RAP Tax distribution Oct-Dec 2019	$	90,614
5% of est. RAP Tax distribution July-Dec 2019	$	10,660
Park Impact Fees Oct-Dec 2019 (10 x $2,869)	$	28,690
	$	(18,882)

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)

-Only 30 permits for new residential units will be issued Feb-Dec 2019

Cash Flow Analysis for Park Improvements Funding

Updated 3/2/18

Fund 45 (PCIF) cash balance @ 12/31/17:	$	-
Fund 27 (RAP Tax) cash balance @ 11/30/17:	$	231,405
Tingey Donation Reserve	$	(50,000)
December 2017 expenditures	$	(7,328)
Due to CPT to bring current 11/30/17	$	(5,756)
December RAP revenue 85% + 5% contingency	$	27,112
Available cash in Funds 45/27 @ 12/31/17	$	195,433
Reserve for completion of Community Park Phase 2 after 12/31/17	$	(129,615)
Available for Community Park Phase 3 @ 1/1/18	$	65,818
Jan-June RAP contingency revenue (estimate)	$	9,869
RAP Tax contingency approved 2/6/18 for museum	$	(27,859)
RAP Tax contingency approved 2/20/18 for baseball	$	(8,000)
RAP Tax contingency for Trails consultant	$	(3,000)
Impact fee revenue (Fund 45) January -June 2018	$	-
RAP Tax revenue January-June 2018 85%	$	165,750
Parks asphalt maintenance 2018 (21,190 + 3,380)	$	(24,570)
RDA transfer for imported soil (approved 7/15/14)	$	100,000
Available for Community Park Phase 3 January-June 2018	$	278,008
Recreation District Lease	$	500,000
Community Park Phase 3 cost estimate (updated 2/2/18)	$	(589,350)
Remaining funds	$	188,658
Repayment to Recreation District-1st installment (with interest) in 2019	$	(110,000)
Impact fee revenue FY 2019 (111 units x $2,869)	$	318,459
RAP Tax revenue FY 2019 85%	$	341,445
Impact fee revenue July-December 2019	$	-
RAP Tax revenue July-December 2019 85%	$	175,844
Island View Park Renovation Phase 1 match-CY 2019	$	(677,000)
Remaining funds	$	237,406

Future RAP Tax Revenue (cash basis):

		100%		85%	Increase Assumption
FY 2020 (Jan.- June)	$	206,876	$	175,845	3%
FY 2021	$	426,164	$	362,239	3%
FY 2022	$	438,948	$	373,106	3%
FY 2023	$	452,117	$	384,299	3%
FY 2024	$	465,680	$	395,828	3%
FY 2025	$	479,651	$	407,703	3%
FY 2026 (11 months)	$	439,680	$	373,728	3%
RAP Tax Revenue available for other purposes:			$	2,472,748	

(repay Rec District Loan; Island View Park Renovation Phase 2; asphalt maintenance; etc.)

NOTE: If an inter-fund loan is set up between Parks Capital Improvement Fund (PCIF) and RAP Tax Fund, then RAP Tax Fund could receive transfers from PCIF in future as Park Impact Fee revenue is received from new residential development.

CENTERVILLE

Staff Backup Report
3/5/2019

Item No. 9.

Short Title: Closed meeting, if needed, 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

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

BACKGROUND