

CENTERVILLE CITY

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

Incorporated in 1915

Mayor

Paul A. Cutler

City Council

Tamilyn Fillmore

William Ince

Stephanie Ivie

George McEwan

Robyn Mecham

City Manager

Steve H. Thacker

interoffice MEMORANDUM

to: Mayor Cutler
City Council
cc: Department Heads
Planning Commission
from: Steve H. Thacker, City Manager *S. Thacker*
subject: City Manager's Summary of February 7, 2017 Council Meetings
date: February 3, 2017

5:30 Work Session re Island View Park Renovation – The City Council will meet with the Parks & Recreation Committee at 5:30 p.m. to learn of the proposal to renovate Island View Park, including the preferred design option, cost estimate and a phasing plan. Lynn Keddington, Committee Chair, will manage the agenda for this work session and explain the potential for grant funding. Melissa Larsen and Kelli Hintze, Committee members, and Dan Sonntag, landscape architect, will make presentations about the public process used and the design options considered by the Committee. Dinner will be available beginning about 5:15 p.m.

7:00 Regular Council Meeting

E.1. Minutes Review – The minutes to be approved are available online via NovusAgenda.

E.2. Summary Action Calendar

- a. **Animal Control Services** – Last year the cities in Davis County approved a new multi-year agreement with the County for animal control services. The Agreement allows for an adjustment to each city's cost annually based on the program's budget and the number of calls for service in the city in prior years, using a formula explained in the staff report. Total costs for these services in Centerville will be \$30,700 in 2017, an increase of \$3079 over 2016.
- b. **Compensatory Time** – I recommend an amendment to the Personnel Policies that will allow a non-exempt employee to accrue up to 80 hours of compensatory time instead of the current 40-hour limit, with the approval of the Department Head.
- c. **Police Officer Hiring Incentive** – The Police Chief is asking for the authority to offer a hiring incentive to experienced officers currently working for other agencies. The incentive would be paid in two installments during the first year of employment with Centerville, totaling a maximum of \$3,000.

E.3. Book re 1983 Flood – Former Centerville Mayor Neil Blackburn has written a book about the 1983 Flood in Centerville. He would like the Council to know about the book and is asking if the City would be willing to include information about the book in the City newsletter and/or utility bill insert.



- E.4. Public Hearing – 1872 North Main Subdivision Plat Amendment** – This amendment pertains to property owned by Mayor Paul Cutler. Therefore, he will step down from the Council when this matter is considered, and allow Mayor Pro-Tem Fillmore to conduct the meeting.
- E.5. Cemetery Ordinance/Fee Schedule Amendments** – I am proposing amendments that would allow staff to implement an idea that I hope will provide burial rights for sale for immediate need while the Council is studying options for creating additional burial spaces. This idea involves creating a financial incentive for owners of unused burial rights to sell those rights back to the City, which in turn would be sold to those with an immediate need for burial rights. See the staff report for details.
- E.6. 2017 Municipal Elections – Vote-By-Mail Recommendation** – In their January 17 meeting the City Council discussed whether to contract with the County to administer the 2017 City elections. If the City contracts with the County, it will be a vote-by-mail election with one polling place in the City on election day. If the City Council does not want a vote-by-mail election, City staff will have to conduct the elections with only the statutorily-required assistance from the County. Staff was asked to estimate the cost for the City to conduct its own elections. This has taken significant time of both the City Recorder and City Attorney to compile this estimate. In summary, staff's analysis concludes that the City's direct costs for conducting its own elections would be more than the cost of contracting with the County. When taking into account staff time, the cost would be significantly greater, and that staff time would not be available to conduct other City business.
- E.7. Mayor's Report** – Mayor Cutler will report on the several matters shown under this heading.
- E.8. City Manager's Report** – I will report on the several matters shown under this heading.
- E.9. Open and Public Meetings Training** – City Attorney Lisa Romney will provide this training, required annually by State law.
- E.10. Miscellaneous Business** – The City Council has the opportunity to appoint one of its members to be a voting member of the Utah League of Cities & Towns Legislative Policy Committee.
- E.11. Closed meeting, if needed** – The agenda allows for the possibility of a closed meeting, if Council deems one is needed.
- E.12. Appointments to City Boards/Committees** – Mayor Cutler may recommend appointments.

Potential Agenda Items for February 21, 2017 City Council meetings (subject to change):

- Work Session (5:30) re cemetery west slope analysis
- Financial Report for period ending January 31, 2017
- City Council Liaison Report - Councilwoman Fillmore
- Museum policies
- Award bid for water main under I-15 at Chase Lane
- Adopt updated version of Municipal Code to make available online
- Appoint temporary judge

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 P.M. ON TUESDAY, FEBRUARY 7, 2017 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

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

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance, including hearing devices. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Blaine Lutz, Centerville Finance Director, at 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 - The times shown below are tentative and are subject to change during the meeting.
Time:

5:30 Work Session with Parks & Recreation Committee regarding renovation of Island View Park

7:00 A. ROLL CALL

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

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT
Councilwoman Ivie

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

E. BUSINESS

7:10 1. MINUTES REVIEW AND ACCEPTANCE

January 17, 2017 work session & regular Council meeting

(OVER)

- 7:10 2. Summary Action Calendar
- a. Amendment to Interlocal Agreement for Animal Control Services - Resolution No. 2017-02
 - b. Amendment to Section 4.060 of the Centerville City Personnel Policies and Procedures Regarding Compensatory Time - Resolution No. 2017-03
 - c. Police Officer Hiring Incentive
- 7:10 3. Book about 1983 Centerville Flood
Presentation from Neil Blackburn, former Centerville Mayor, about a book he has written: "The Unsung Heroes of the Flood of 1983"
- 7:20 4. Public Hearing - 1872 North Main Subdivision Amended - Subdivision Plat Amendment
Consider Subdivision Plat Amendment for the 1872 North Main Subdivision located at 1872 North Main Street, Centerville - Paul Cutler, Applicant
- 7:55 5. Cemetery Ordinance and Fee Schedule Amendments regarding Burial Right Repurchasing
- a. Municipal Code Amendments – Section 8-03-100 – Restriction on Resale of Burial Rights – Consider Ordinance No. 2017-01
 - b. Fee Schedule Amendments – Section VII.A. – Cemetery Burial Right and Repurchasing Fees – Consider Resolution No. 2017-04
- 7:40 6. 2017 Municipal Election – Vote-By-Mail Recommendation
Further discussion of City Recorder/City Attorney recommendation to contract with Davis County for a Vote-By-Mail election for the 2017 Municipal Election and report from Staff on City Council request for additional information and cost estimates to do paper ballot or machine ballot election to be conducted by Centerville City
- 8:10 7. Mayor's Report
- a. Community Foundation activities re Law Enforcement Week in May
 - b. Recreation District loan for Community Park expansion
 - c. Meeting with County re property on 100 South Street
 - d. Meeting with County re foothills recreation planning
- 8:30 8. City Manager's Report
- a. Consider potential work sessions re cemetery analysis, General Plan amendment and UTOPIA
 - b. Online service to obtain accident reports
 - c. Sidewalk & Trees survey of Council members
 - d. 1250 West connector road
- 8:50 9. Open and Public Meetings Training – City Attorney
- 9:10 10. Miscellaneous Business
- a. Voting members of ULCT Legislative Policy Committee
- 9:15 11. Closed meeting, if necessary, for reasons allowed by state law , including, but not limited to, the provisions of Section 52-4-205 of the Utah Open

and Public Meetings Act, and for attorney-client matters that are privileged pursuant to *Utah Code Ann.* § 78B-1-137, as amended.

11. Possible action following closed meeting, including appointments to boards and committees

F. ADJOURNMENT

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

Marsha L. Morrow, MMC
Centerville City Recorder

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- 5:30 Works Session with Parks & Recreation Committee regarding renovation of Island View Park
- 7:00 **A. ROLL CALL**
(See City Manager's Memo for summary of meeting business)
- B. PLEDGE OF ALLEGIANCE**
- C. PRAYER OR THOUGHT**
Councilwoman Ivie
- 7:05 **D. OPEN SESSION (This item allows for the public to comment on any subject of municipal concern, including agenda items that are not scheduled for a public hearing. Citizens are encouraged to limit their comments to two (2) minutes per person. Citizens may request a time to speak during Open Session by calling the City Recorder's office at 801-295-3477, or may make such request at the beginning of Open Session.) Please state your name and city of residence.**
- E. BUSINESS**

- | | | |
|------|-----|---|
| 7:10 | 1. | Minutes Review and Acceptance
January 17, 2017 work session & regular Council meeting |
| 7:10 | 2. | Summary Action Calendar <ul style="list-style-type: none"> a. Amendment to Interlocal Agreement for Animal Control Services - Resolution No. 2017-02 b. Amendment to Section 4.060 of the Centerville Personnel Policies and Procedures Regarding Compensatory Time - Resolution No. 2017-03 c. Police Officer Hiring Incentive |
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Consider Subdivision Plat Amendment for the 1872 North Main Subdivision Located at 1872 North Main Street, Centerville - Paul Cutler, Applicant |
| 7:25 | 5. | Cemetery Ordinance and Fee Schedule Amendments regarding Burial Right Repurchasing <ul style="list-style-type: none"> a. Municipal Code Amendments - Section 8-03-100 - Restriction on Resale of Burial Rights - Consider Ordinance No. 2017-01 b. Fee Schedule Amendments - Section VII.A. - Cemetery Burial Right and Repurchasing Fees - Consider Resolution No. 2017-04 |
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| 9:10 | 10. | Miscellaneous Business <ul style="list-style-type: none"> a. Voting members of ULCT Legislative Policy Committee |
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Marsha L. Morrow, MMC
Centerville City Recorder

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No.

Short Title: Works Session with Parks & Recreation Committee regarding renovation of Island View Park

Initiated By: Parks & Recreation Committee

Scheduled Time: 5:30

SUBJECT

RECOMMENDATION

Allow the Parks & Recreation Committee and Dan Sonntag, landscape architect, to present their proposal regarding the renovation of Island View Park, according to the agenda shown below.

BACKGROUND

The Parks & Recreation Committee Chair, Lynn Keddington, provided the following agenda for the work session:

1. Lynn will provide an update of the grant process with any new information.
2. Melissa Larsen and Kelli Hintze, Committee members, will explain the process used to involve residents, including the citywide survey and focus group meetings.
3. Dan Sonntag, landscape architect, will address the following:
 - Design process--meetings with Parks & Rec Committee and Focus Group, and the development of several design options
 - Preferred design option
 - Phasing approach to park renovation
4. Lynn will provide Committee's recommendations regarding phasing and funding, including grant funding.

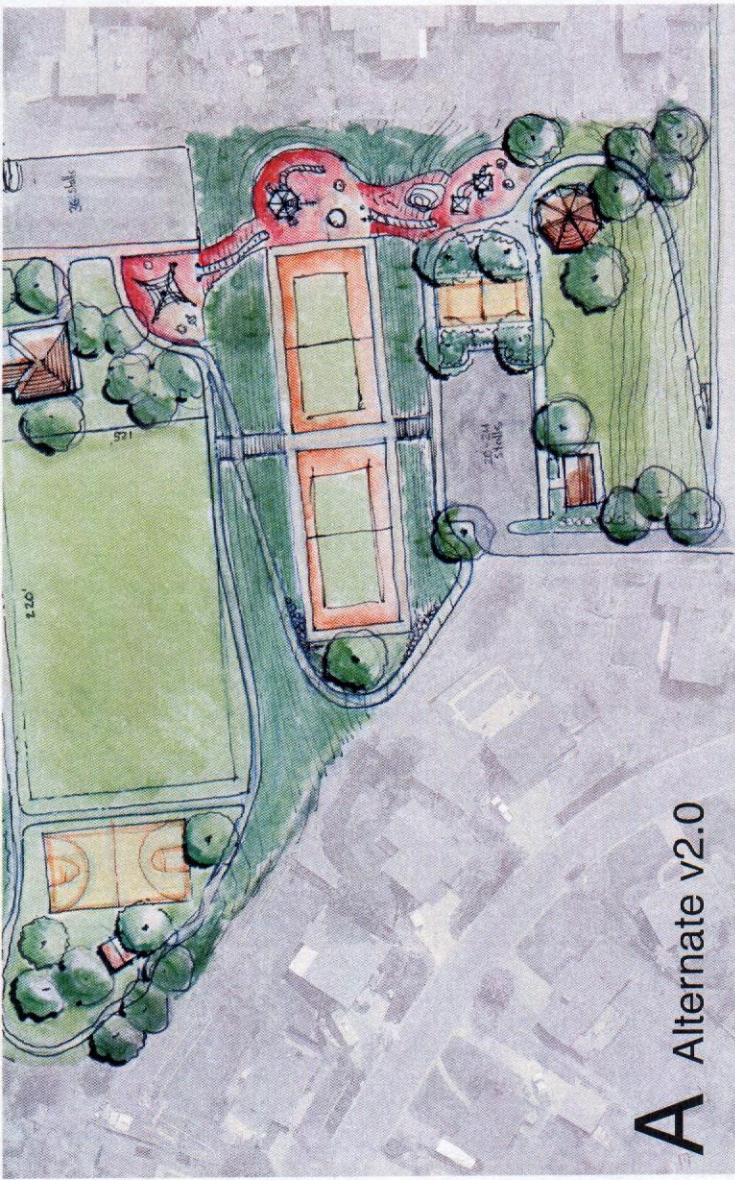
Refer to the attachments below for this work session.

ATTACHMENTS:

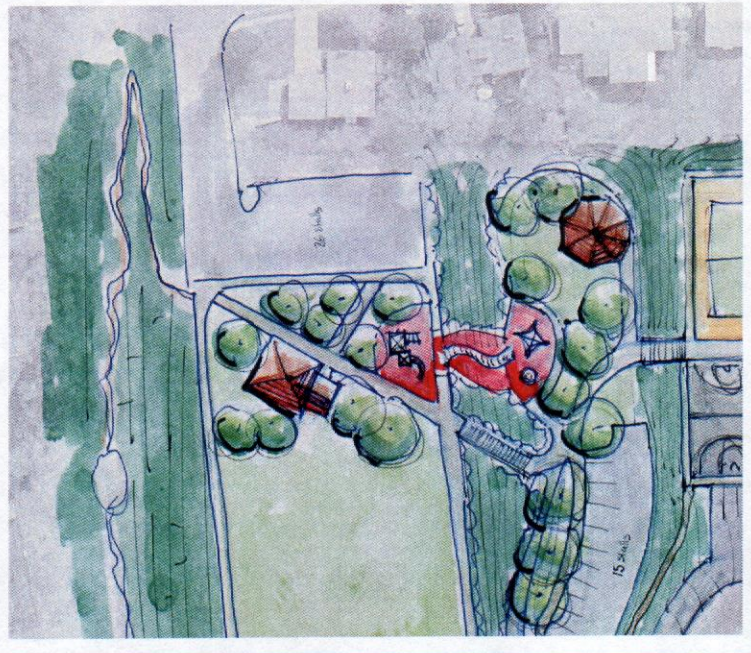
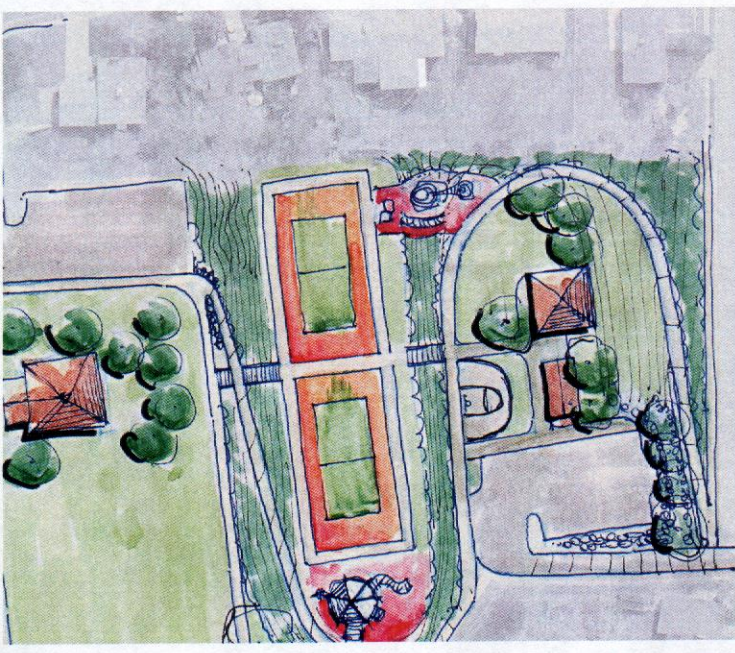
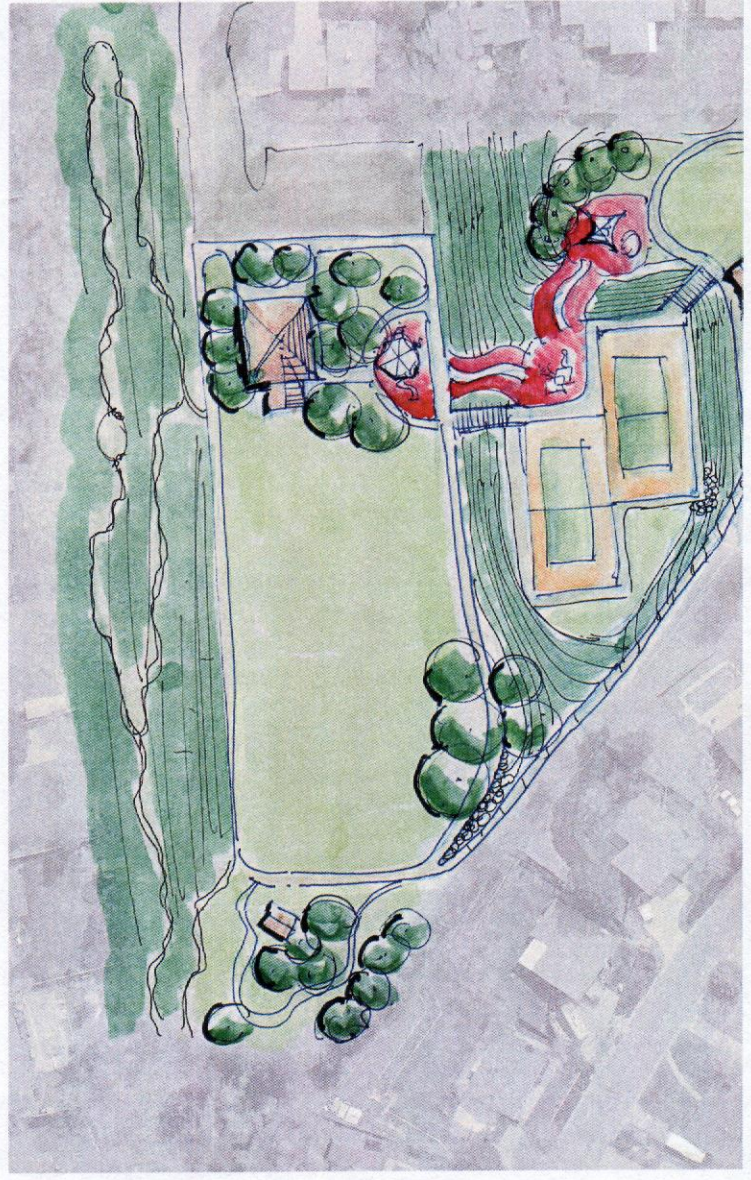
Description

- ☐ Island View Park base map, design options, etc.
- ☐ Master Plan Cost Estimate
- ☐ Phase 1 Cost Estimate
- ☐ Phase 2 Cost Estimate

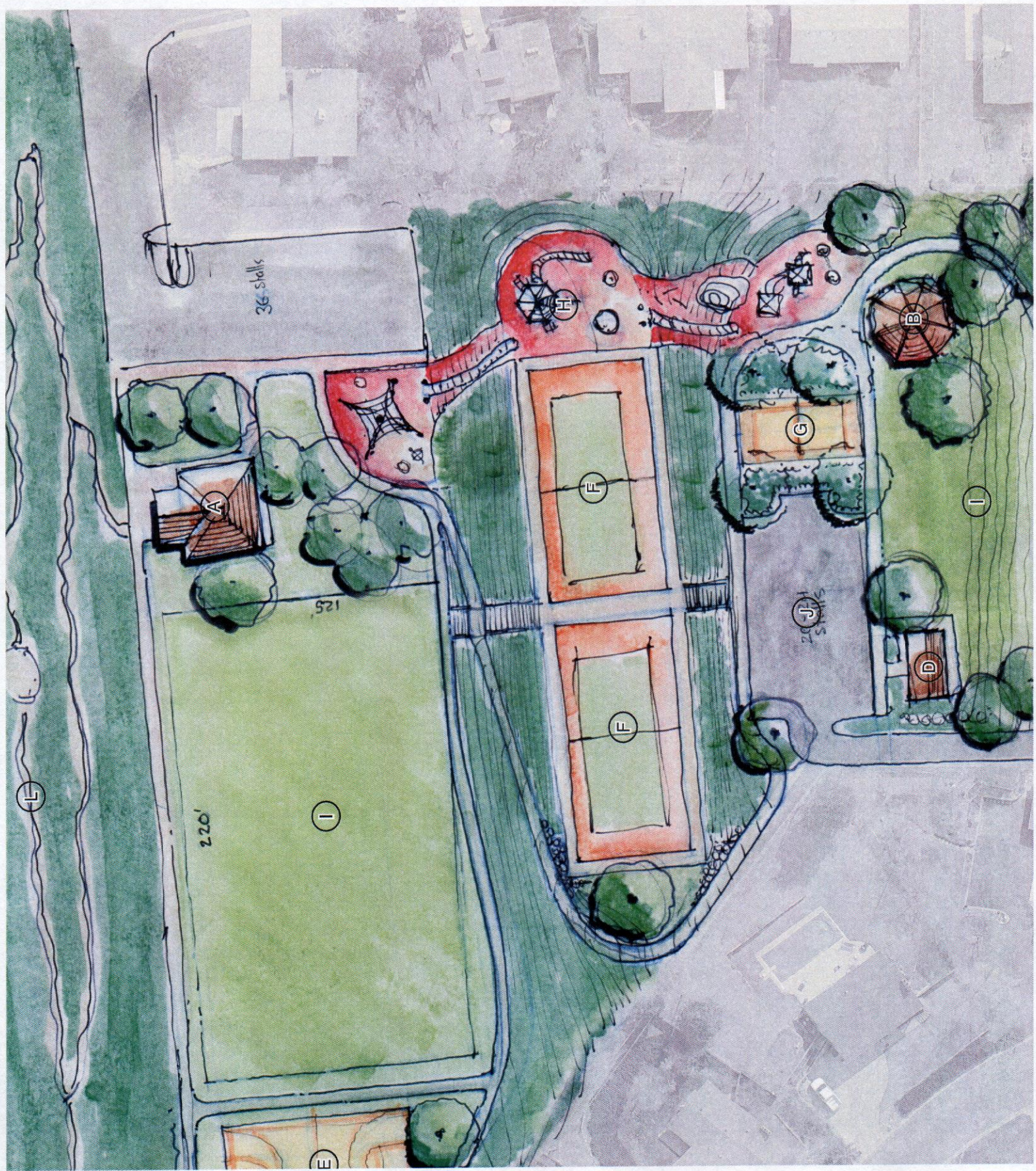




A Alternate v2.0



- (B) PAVILION
- (C) RELOCATED P
- (D) EXISTING RES
- (E) BASKETBALL I
- (F) TENNIS COUR
- (G) SPORT COUR
- (H) PLAYFEATURE
- (I) OPEN LAWN
- (J) PARKING LOT
- (K) 6' WALKING PA
- (L) 3' SOFT TRAIL



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PHASE 1.36 MI

PHASE 960 K



Item		Quantity	Unit	Cost	Subtotal
Clearing / Earthwork					
	Site Clearing (areas to receive sod, paths, and asphalt)	120,000	SF	\$0.36	\$43,200.00
	Structure demolition and disposal (pavilion, hand ball)	1	LS	\$6,000.00	\$6,000.00
	Fill Material Imported	1,500	CY	\$24.00	\$36,000.00
	Earthwork	1,400	CY	\$12.00	\$16,800.00
	SWPPP	1	LS	\$24,000.00	\$24,000.00
Total Clearing / Earthwork					
Site Utilities					
Total Site Utilities					
	Power and site lighting	1	LS	\$120,000.00	\$120,000.00
	Water	1	LS	\$18,000.00	\$18,000.00
	Storm	1	LS	\$60,000.00	\$60,000.00
	Sewer	1	LS	\$18,000.00	\$18,000.00
Total Utilities					
Buildings					
	Medium Pavilion	2	EA	\$84,000.00	\$168,000.00
	Small Pavilions	0	EA	\$36,000.00	\$0.00
	Restroom (6 stalls)	1	EA	\$210,000.00	\$210,000.00
Total Buildings					
Site Hardscape					
	Parking Lot - Asphalt	8,328	SF	\$3.60	\$29,980.80
	Parking Lot - Curb and Gutter	630	LF	\$36.00	\$22,680.00
	Concrete Mow Curb - 6"	200	LF	\$12.00	\$2,400.00
	Concrete (6' sidewalks)	3,900	LF	\$43.20	\$168,480.00
	Concrete Stairs	891	SF	\$30.00	\$26,730.00
	Concrete Cheek Wall	140	LF	\$24.00	\$3,360.00
	Concrete Basketball Court - 6" Depth (post and tension)	1	EA	\$72,000.00	\$72,000.00
	Tennis Sport Courts (post and tension)	2	EA	\$72,000.00	\$144,000.00
	3' soft trail	1,300	LF	\$6.00	\$7,800.00
	Boulder Walls	450	LF	\$72.00	\$32,400.00
	Sand Volley Ball	1	EA	\$12,000.00	\$12,000.00
Total Hardscape					
Site Furnishings					
	3 Tier Playground (equipment, surfacing, edge)	3	EA	\$192,000.00	\$576,000.00
	Benches	15	EA	\$2,400.00	\$36,000.00
	Bike Racks	10		\$1,200.00	\$12,000.00
	BBQ Grills at each pavilion	2		\$2,400.00	\$4,800.00
	Trash Receptacles	10		\$1,200.00	\$12,000.00
Total Furnishings					
Total On-Site Improvements					
Planting					
	Turf Sod	25,000	SF	\$0.60	\$15,000.00
	Informal Planting Area on slope (Hydro Seed plus some shrubs)	25,000	SF	\$2.40	\$60,000.00
	Trees - 2" Caliper	50	EA	\$420.00	\$21,000.00
	Topsoil - Turf 4"	306	CY	\$36.00	\$11,000.00
	Wood Mulch (4" depth in shrub bed areas)	37	CY	\$18.00	\$666.67
Total Planting					
Irrigation					
	Turf	25,000	SF	\$1.20	\$30,000.00
	Informal planting areas (slopes)	25,000	SF	\$0.60	\$15,000.00
	Planted Beds	4,000	SF	\$1.80	\$7,200.00
Total Irrigation					
Total Landscape					
Total Site Improvements					
Soft Costs					
	Design Consultants Fee (7%)				
	Contractor Mobilization / General conditions / Profit 5%				
Grand Total					

Item		Quantity	Unit	Cost	Estimate
Clearing / Earthwork					
	Site Clearing (areas to receive sod, paths, and asphalt)	80,000	SF	\$0.36	\$28,800.00
	Structure demolition and disposal (pavilion, hand ball)	1	LS	\$6,000.00	\$6,000.00
	Fill Material Imported	1,500	CY	\$24.00	\$36,000.00
	Earthwork	1,400	CY	\$12.00	\$16,800.00
	SWPPP	1	LS	\$24,000.00	\$24,000.00
Total Clearing / Earthwork					
Site Utilities					
Total Site Utilities					
	Power and site lighting	1	LS	\$90,000.00	\$90,000.00
	Water	1	LS	\$12,000.00	\$12,000.00
	Storm	1	LS	\$60,000.00	\$60,000.00
	Sewer	0	LS	\$18,000.00	\$0.00
Total Utilities					
Buildings					
	Medium Pavilion	1	EA	\$84,000.00	\$84,000.00
	Small Pavilions	0	EA	\$36,000.00	\$0.00
	Restroom (6 stalls)	0	EA	\$210,000.00	\$0.00
Total Buildings					
Site Hardscape					
	Parking Lot - Asphalt	8,328	SF	\$3.60	\$29,980.80
	Parking Lot - Curb and Gutter	630	LF	\$36.00	\$22,680.00
	Concrete Mow Curb - 6"	200	LF	\$12.00	\$2,400.00
	Concrete (6' sidewalks)	2,100	LF	\$43.20	\$90,720.00
	Concrete Stairs	350	SF	\$30.00	\$10,500.00
	Concrete Cheek Wall	50	LF	\$24.00	\$1,200.00
	Concrete Basketball Court - 6" Depth (post and tension)	0	EA	\$72,000.00	\$0.00
	Tennis Sport Courts (post and tension)	2	EA	\$72,000.00	\$144,000.00
	3' soft trail	0	LF	\$6.00	\$0.00
	Boulder Walls	300	LF	\$72.00	\$21,600.00
	Sand Volley Ball	1	EA	\$12,000.00	\$12,000.00
Total Hardscape					
Site Furnishings					
	3 Tier Playground (equipment, surfacing, edge)	2	EA	\$192,000.00	\$384,000.00
	Benches	10	EA	\$2,400.00	\$24,000.00
	Bike Racks	5		\$1,200.00	\$6,000.00
	BBQ Grills at each pavilion	1		\$2,400.00	\$2,400.00
	Trash Receptacles	5		\$1,200.00	\$6,000.00
Total Furnishings					
Total On-Site Improvements					
Planting					
	Turf Sod	25,000	SF	\$0.60	\$15,000.00
	Informal Planting Area on slope (Hydro Seed plus some shrubs)	9,600	SF	\$2.40	\$23,040.00
	Trees - 2" Caliper	25	EA	\$420.00	\$10,500.00
	Topsoil - Turf 4"	306	CY	\$36.00	\$11,000.00
	Wood Mulch (4" depth in shrub bed areas)	37	CY	\$18.00	\$666.67
Total Planting					
Irrigation					
	Turf	25,000	SF	\$1.20	\$30,000.00
	Informal planting areas (slopes)	9,600	SF	\$0.60	\$5,760.00
	Planted Beds	4,000	SF	\$1.80	\$7,200.00
Total Irrigation					
Total Landscape					
Total Site Improvements					
Soft Costs					
	Design Consultants Fee (7%)				
	Contractor Mobilization / General conditions / Profit 5%				
Grand Total					

Clearing / Earthwork

Site Clearing (areas to receive sod, paths, and asphalt)	40,000 SF	\$0.36	\$14,400.00
Fill Material Imported	0 CY	\$24.00	\$0.00
Earthwork	500 CY	\$12.00	\$6,000.00
SWPPP	1 LS	\$12,000.00	\$12,000.00
Total Clearing / Earthwork			

Site Utilities**Total Site Utilities**

Power and site lighting	1 LS	\$30,000.00	\$30,000.00
Water	1 LS	\$6,000.00	\$6,000.00
Storm	1 LS	\$12,000.00	\$12,000.00
Sewer	1 LS	\$18,000.00	\$18,000.00

Total Utilities**Buildings**

Medium Pavilion	1 EA	\$84,000.00	\$84,000.00
Small Pavilions	0 EA	\$36,000.00	\$0.00
Restroom (6 stalls)	1 EA	\$210,000.00	\$210,000.00
Total Buildings			

Site Hardscape

Parking Lot - Asphalt	0 SF	\$3.60	\$0.00
Parking Lot - Curb and Gutter	0 LF	\$36.00	\$0.00
Concrete Mow Curb - 6"	0 LF	\$12.00	\$0.00
Concrete (6' sidewalks)	1,800 LF	\$43.20	\$77,760.00
Concrete Stairs	541 SF	\$30.00	\$16,230.00
Concrete Cheek Wall	86 LF	\$24.00	\$2,064.00
Concrete Basketball Court - 6" Depth (post and tension)	1 EA	\$72,000.00	\$72,000.00
Tennis Sport Courts (post and tension)	0 EA	\$72,000.00	\$0.00
3' soft trail	1,300 LF	\$6.00	\$7,800.00
Boulder Walls	150 LF	\$72.00	\$10,800.00
Sand Volley Ball	0 EA	\$12,000.00	\$0.00
Total Hardscape			

Site Furnishings

3 Tier Playground (equipment, surfacing, edge)	1 EA	\$192,000.00	\$192,000.00
Benches	5 EA	\$2,400.00	\$12,000.00
Bike Racks	5	\$1,200.00	\$6,000.00
BBQ Grills at each pavilion	1	\$2,400.00	\$2,400.00
Trash Receptacles	5	\$1,200.00	\$6,000.00

Total Furnishings**Total On-Site Improvements****Planting**

Turf Sod	0 SF	\$0.60	\$0.00
Informal Planting Area on slope (Hydro Seed plus some shrubs)	17,000 SF	\$2.40	\$40,800.00
Trees - 2" Caliper	25 EA	\$420.00	\$10,500.00
Topsoil - Turf 4"	0 CY	\$36.00	\$0.00
Wood Mulch (4" depth in shrub bed areas)	0 CY	\$18.00	\$0.00

Total Planting**Irrigation**

Turf	0 SF	\$1.20	\$0.00
Informal planting areas (slopes)	17,000 SF	\$0.60	\$10,200.00
Planted Beds	0 SF	\$1.80	\$0.00

Total Irrigation**Total Landscape****Total Site Improvements****Soft Costs**

Design Consultants Fee (7%)
Contractor Mobilization / General conditions / Profit 5%

Grand Total

CENTERVILLE

**Staff Backup Report
2/7/2017**

Item No.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- City Manager Summary of February 7, 2017 Council Meetings

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No.

Short Title: Councilwoman Mie

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 1.

Short Title: Minutes Review and Acceptance

Initiated By: City Recorder

Scheduled Time: 7:10

SUBJECT

January 17, 2017 work session & regular Council meeting

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ☐ January 17, 2017 work session minutes
- ☐ January 17, 2017 Council meeting minutes

PRELIMINARY DRAFT

Minutes of the Centerville City Council **work session** held Tuesday, January 17, 2017 at 5:30 p.m. in the Centerville City Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Paul A. Cutler
Council Members	William Ince Stephanie Ivie George McEwan Robyn Mecham

<u>MEMBERS ABSENT</u>	Tamilyn Fillmore
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<u>STAFF PRESENT</u>	Steve Thacker, City Manager Lisa Romney, City Attorney Katie Rust, Recording Secretary
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<u>STAFF ABSENT</u>	Blaine Lutz, Finance Director/Assistant City Manager Jacob Smith, Assistant to the City Manager
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<u>VISITORS</u>	Senator Todd Weiler Representative Tim Hawkes (arrived at 5:47 p.m.) Senator Stuart Adams (arrived at 6:00 p.m.)
------------------------	--

WORK SESSION WITH STATE LEGISLATORS REPRESENTING CENTERVILLE

Cemetery Expansion Update – City Manager Thacker updated the Council on staff research regarding the options for expanding cemetery space. He suggested that a terraced approach to a retention wall on the west side of the cemetery may be financially feasible. Councilman McEwan asked about the possibility of partnering with the County for memorial park space on the County-owned property on 100 South. Staff is compiling a list of plot owners who may be interested in selling unused cemetery plots back to the City, if City ordinances were altered to allow the City to re-purchase the plots at current rates.

Online Sales Tax – The Mayor and Council members discussed the need for online sales tax legislation with Senator Weiler and Representative Hawkes. The Legislators said they do not expect the Legislature to take further action this year considering Governor Herbert's recent agreement with Amazon. Senator Weiler expressed the opinion that this is an issue that should be addressed by Congress. Mr. Thacker emphasized that he would not be in support of action that would make collection of online sales tax revenue neutral for the cities. Senator Weiler said he feels there is no logical policy argument as to why online sales should be tax-free.

Education Spending – Responding to a question from Councilman McEwan, the Legislators explained that State and local school boards are responsible for education spending, and are the groups that should be questioned regarding financial accountability.

Land-Use Task Force – As a member of the State Land-Use Task Force, City Attorney Lisa Romney said she would encourage that any legislation regarding land use be submitted to the Land-Use Task Force for review.

1 Need For Connecting Road on West Side – Mayor Cutler emphasized the need for a
2 connecting road on the west side of the freeway to connect with Farmington – a need that will
3 increase when the new high school opens in Farmington. Representative Hawkes mentioned a
4 few factors that may help resolve transportation issues in Northern Utah.

5
6 Parrish Lane Corridor – Mr. Thacker reported that UDOT has spent a significant amount
7 of money in the last six months studying the Parrish Lane corridor. Significant congestion has
8 been documented at the Marketplace Drive/Parrish Lane intersection and the 400 West/Parrish
9 Lane intersection. He described some of the options being considered to improve traffic flow.

10
11 Hillside Recreation – Mayor Cutler mentioned that the City is hoping to partner with the
12 County to further develop recreation on the hillside.

13
14 Legislative Issues – The Legislators reported on upcoming Legislative issues that might
15 impact Centerville, including air quality and changes to the juvenile justice system.

16
17 Crosswalks on Main Street – As a Centerville crossing guard, Councilwoman Mecham
18 asked for help in working with UDOT to get approval for a device that would allow crossing
19 guards to activate school zone signals remotely on Main Street. Senator Adams asked her to
20 send him an email with information he can use to contact UDOT.

21
22 **ADJOURNMENT**

23
24 The Legislators gave the Council and staff their contact information, and Mayor Cutler
25 adjourned the work session at 6:54 p.m.

26
27
28
29
30
31 _____
32 Marsha L. Morrow, City Recorder

33
34
35
36
37 _____
Katie Rust, Recording Secretary

PRELIMINARY DRAFT

Minutes of the Centerville **City Council** meeting held Tuesday, January 17, 2017 at 7:00 p.m. at Centerville City Hall, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Paul A. Cutler
Council Members	William Ince Stephanie Ivie George McEwan Robyn Mecham

MEMBER ABSENT

Tamilyn Fillmore

STAFF PRESENT

Steve Thacker, City Manager
Blaine Lutz, Finance Director/Assistant City Manager
Lisa Romney, City Attorney
Marsha Morrow, City Recorder
Randy Randall, Public Works Director
Dave Walker, Drainage Utility Supervisor
Katie Rust, Recording Secretary

STAFF ABSENT

Jacob Smith, Assistant to the City Manager

VISITORS

Brian McKenzie, Davis County
Curtis Koch, Davis County
Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

Maxwell Dodge, BSA Troop 7121

PRAYER OR THOUGHT

Mayor Cutler

OPEN SESSION

Steven Weed – Mr. Weed stated he has become aware of the Trails Committee proposal to construct a mountain bike switchback trail on the hillside across the street from his home. He explained that he is against this proposal, mainly because of the likelihood that the sensitive hillside would be destabilized. He said he would also not want the street to turn into a parking lot for mountain bikers. Mr. Weed said the neighborhood has recently experienced a number of break-ins, and he is concerned about inviting an element that would not be desirable.

Patricia Marsh – Referring to the Trails Committee proposal to construct a mountain bike trailhead on Island View Drive, Ms. Marsh said she uses the hillside daily and is aware of the unstable slope. She expressed concern regarding erosion, and the fact that Island View Drive is not zoned as a community parking lot. Ms. Marsh pointed out that an area for recreational parking is already designated nearby on 100 South. She said she is opposed to a mountain bike trailhead so close to a residential neighborhood.

Kayleen Weed – Ms. Weed pointed out that Twin Hollows has a mountain biking trail with parking. She said she has experience with the unstable hillside – the hill is totally sand and would erode with bike use, eventually ending in flooding.

Lori Love – Ms. Love said she has young children. She said there are already four-wheeler users that race up and down Island View Drive, and she is concerned that a trail head would bring additional four-wheeler users and add to the danger for residents.

MINUTES REVIEW AND ACCEPTANCE

The minutes of the January 3, 2017 work session and regular Council meeting were reviewed. Councilman McEwan requested an amendment to the regular Council meeting minutes. Councilman Ince made a **motion** to approve the January 3, 2017 work session minutes and regular meeting minutes as amended. Councilman McEwan seconded the motion, which passed by unanimous vote (4-0).

SUMMARY ACTION CALENDAR

- a. Ron Schultz Subdivision – Commence Warranty
- b. Amendments to Personnel Policies – Resolution No. 2017-01
- c. Accept Public Utility Easement for Rohletter Small Subdivision
- d. Approve Public Improvements Deferral Agreement for Lot 10 of the Duncan Hills Subdivision Amended

Councilwoman Mecham pointed out that the address listed in the staff report for the Ron Schultz Subdivision is incorrect. Staff agreed to amend the address. Councilman Ince made a **motion** to approve all items on the Summary Action Calendar as amended. Councilwoman Mecham seconded the motion, which passed by unanimous vote (4-0).

2017 MUNICIPAL ELECTION – VOTE-BY-MAIL RECOMMENDATION

Marsha Morrow, City Recorder, introduced Brian McKenzie and Curtis Koch representing Davis County. She informed the Council that beginning this year Davis County will only administer the vote-by-mail option for elections. She explained reasons in favor of the vote-by-mail option, and reasons against the city running its own traditional election. Mr. Koch confirmed that the County experienced a turnout of 88.21% of registered voters in the 2016 election, with just over 85% of the voters utilizing the vote-by-mail option. The County's recommended plan includes one polling location in each city that would be consistent from year to year to avoid confusion. Mr. McKenzie stated that with a four-week mailing period, the County found that one-quarter of the ballots were returned in each of the four weeks. With a three-week mailing period, the County found that one-third of the ballots were returned in each of the three weeks. The County has asked for a tentative decision from the cities by February 13, 2017.

Responding to a question from Councilwoman Mecham regarding the cost of the city running its own election, Mr. McKenzie encouraged the Council to remember that the County has a full staff focused on efficient election preparation, with years of experience. Councilwoman Ivie said she is disappointed at the loss of traditional voting, and said she feels the vote-by-mail method trivializes voting rights a little bit. Councilwoman Ivie talked about taking her children with her to the polls as a teaching experience. She said she realizes the efficiency and cost effectiveness, but she feels vote-by-mail caters to heavily-funded candidates. Councilwoman Mecham said she worries that citizens will receive the ballot in the mail and color in the circles without researching the options, whereas with the traditional method citizens had to make an effort to vote. Councilman McEwan stated that most people do not pay attention to the issues until the week prior to Election Day, and he feels there are a lot of people who will just check boxes and mail the ballot back. He agreed that the vote-by-mail option trivializes voting in a way.

1 Mr. Koch agreed that candidates will need to rethink how they reach out to the voting
2 public. The County has tried to help facilitate that by hosting a website where each candidate
3 can place a 200-word or less bio, as well as a link to personal websites. Mr. McKenzie stated
4 the election system cannot be hacked because it is not networked. Responding to
5 Councilwoman Ivie, Mr. McKenzie said he understands the nostalgic feeling of going to a polling
6 location, but he explained that when he receives the ballot in the mail he sits down to discuss
7 the issues and candidates at home with his children. The method is different, but can still be
8 meaningful. He repeated that polling locations will still be available. Mr. McKenzie
9 recommended the Council allow the voting public to decide for themselves what they want to do
10 with their ballot. Councilwoman Ivie said she feels taking the exit poll and discussing it with her
11 children is a valuable learning experience.
12

13 The Mayor expressed the opinion that higher voter involvement is better, and
14 recommended the Council choose to contract with the County to facilitate the 2017 election.
15 Councilwoman Meham asked why the polling location is at a school with school in session,
16 rather than City Hall. Mr. McKenzie responded that the slope of the City Hall parking lot does
17 not meet accessible parking requirements. Mr. Koch said the County is working on finding a
18 different polling location other than the school.
19

20 The Council expressed a desire to have time to get more information before making a
21 decision. The issue will be placed on the agenda for the first meeting in February. Councilman
22 Ince asked staff to put together estimates of the cost of doing an election as it has been done in
23 the past.
24

25 **STORMWATER REGULATIONS AND IMPACTS ON CITY OPERATIONS**

26
27 Dave Walker, Drainage Utility Supervisor, briefed the Council on Federal stormwater
28 regulations and their impact on City operations, and answered questions from the Council.
29

30 **GREEN WASTE COLLECTION**

31
32 For many years the City has offered a green waste curbside pickup service in the spring.
33 Residents are allowed to place green waste in the gutter for pickup by the City's contractor over
34 a two-week period. Placing this debris in the street is contrary to the City's own stormwater
35 regulations, which are intended to protect the quality of stormwater runoff and operational
36 condition of the drainage system. Debris in the streets also interferes with garbage pickup and
37 mail delivery. Mr. Walker explained that the estimated cost for the annual spring curbside
38 pickup for 2017 is about \$35,000. Although the spring curbside pickup is extremely popular, Mr.
39 Walker explained that staff recommend it is time to discontinue a practice that is at odds with
40 City regulations. Staff propose three alternatives to the current practice in Centerville:
41

- 42 • Provide residents with vouchers to pay the tipping fee when they haul their own
43 green waste to the landfill.
- 44 • Allow residents to haul their green waste to the Public Works/Parks Maintenance
45 Facility on designated days. A contractor would be hired to bring in a tub grinder,
46 grind the green waste, and haul it off.
- 47 • Allow residents to haul their green waste to two designated locations at City parks on
48 designated days. A contractor would be hired to bring in a tub grinder, grind the
49 green waste, and haul it off.
50

1 Council members expressed concern that many citizens do not have access to a vehicle
2 that could haul green waste to a separate location. Councilman McEwan commented that the
3 spring pickup service helps with beautification of the entire city. Councilman Ince pointed out
4 that, in addition to beautification, the cleanup helps the city qualify for wildfire insurance with the
5 State. Mr. Walker expressed confidence in the volunteer spirit within the community. Mr.
6 Thacker said he believes individuals and groups in the community would step up and help their
7 neighbors if given enough notice. The suggestion to change is prompted by the annual violation
8 of ordinances, with the cost being a secondary consideration.
9

10 Mayor Cutler pointed out that eventually the city will have to make a change. The
11 Council discussed ways to continue providing the service. Mr. Walker commented that many
12 citizens would be able to fit the green waste in their own green waste cans if the spring pickup is
13 moved to the parks or does not happen. Councilman McEwan suggested the Council leave the
14 program alone this year, and educate citizens so they can plan ahead for a change next year.
15 Mayor Cutler suggested moving the service to the parks this year, with the intention to
16 discontinue the spring pickup beginning next year. The Mayor pointed out that a fee-based fall
17 cleanup is already in place, and asked why the spring cleanup could not be the same. Blaine
18 Lutz, Assistant City Manager/Finance Director, responded that the spring pickup has been in
19 place long enough that citizens expect it to happen. Only 10-15 households have participated in
20 the fall pickup in the last several years. Mr. Lutz suggested a notice be included in the
21 community brochure emphasizing that material cannot be put in the street more than one week
22 prior to the pickup. Councilwoman Mecham suggested offering the service in the parks, with the
23 option that citizens could pay \$10-\$15 for curbside pickup.
24

25 Councilman McEwan asked what the Council needs to do to get a permitted use during
26 the spring pickup to be ordinance compliant. Staff discussed requirements that would have to
27 be met, emphasizing that compliance would really be unmanageable. Mr. Thacker said he is
28 willing to support Councilman McEwan's idea of continuing the service this year, with education
29 that a change will occur next year. Councilman McEwan made a **motion** to leave the spring
30 green waste collection in place for 2017, with instruction to begin education that the service will
31 move to the parks in 2018. Councilman Ince seconded the motion, which failed (2-3), with
32 Council members McEwan and Ince in favor, Council members Mecham and Ivie against, and
33 Mayor Cutler voting against. Councilman Ince made a **motion** to begin community education,
34 offer the service free at selected parks and offer curbside pickup for a \$15 fee to be
35 implemented as well as possible in 2017, with either park-only or no service at all next year
36 depending on results this year. Councilwoman Ivie seconded the motion. Staff and the Council
37 discussed the logistics of implementing the motion. At 9:44 p.m., Mayor Cutler opened an
38 impromptu public hearing.
39

40 Spencer Dodge – Mr. Dodge commented that placing yard waste in the park strips
41 instead of the street might minimize the stormwater concern. Mr. Walker responded that the
42 equipment used to collect the green waste rips up grass and sprinklers in park strips. Mr.
43 Dodge said he feels it would be okay if the city does not offer the service.
44

45 The motion passed (3-1), with Councilman McEwan dissenting. Mr. Lutz stated that staff
46 will try to implement the motion, but he predicted it will be a disaster this spring.
47

48 At 9:49 p.m. the Council took a break, returning at 10:00 p.m. Staff explained difficulties
49 associated with the motion that passed, and recommended the Council reconsider. Following
50 further discussion, Councilman Ince made a **motion** to reconsider the motion on the advice of

1 staff. Councilwoman Ivie seconded the motion to reconsider, which passed by unanimous vote
2 (4-0).
3

4 Councilman McEwan made a **motion** to maintain the spring green waste pickup in 2017,
5 and instruct staff to educate citizens on stormwater regulations and the change that beginning in
6 2018 the green waste service will be offered only at selected City parks. Councilwoman Ivie
7 seconded the motion, which passed by majority vote (3-1), with Councilwoman Mecham
8 dissenting.
9

10 **MAYOR'S REPORT**
11

- 12 • UTOPIA financial statements are included with the agenda on NovusAgenda.
13 • Mayor Cutler updated the Council regarding plans for the Centerville Fire Station.
14

15 **COUNCIL LIAISON REPORT**
16

17 Councilman McEwan explained that the Mosquito Abatement Board is concerned about
18 possible legislation that would require all boards to be election based, including the Mosquito
19 Abatement Board. Councilman McEwan stated he is not in support of such legislation. He
20 stated there may also be legislation regarding the ability of special districts to bond.
21

22 **CITY MANAGER'S REPORT**
23

- 24 • Mr. Thacker showed proposed changes to the Marketplace Drive/Parrish Lane
25 intersection and the 400 West/Parrish Lane intersection. Funding applications are
26 due to Wasatch Front Regional Council by Thursday, January 19th.
27 • The Council will meet in a work session on January 31st.
28 • The Council is invited to submit comments regarding the 2017 community brochure
29 until Friday, January 20th.
30 • Ms. Romney stated a revised Municipal Code will be ready for Council review
31 sometime in February.
32

33 **OPEN AND PUBLIC MEETINGS TRAINING**
34

35 The Council chose to table the training to a future meeting due to the late hour.
36

37 **ADJOURNMENT**
38

39 At 10:33 p.m. Councilwoman Ivie made a **motion** to adjourn the meeting. Councilman
40 Ince seconded the motion, which passed by unanimous vote (4-0).
41
42
43
44

45 _____
46 Marsha L. Morrow, City Recorder
47
48
49
50

Date Approved

51 _____
Katie Rust, Recording Secretary

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 2.

Short Title: Summary Action Calendar

Initiated By:

Scheduled Time: 7:10

SUBJECT

- a. Amendment to Interlocal Agreement for Animal Control Services - Resolution No. 2017-02
- b. Amendment to Section 4.060 of the Centerville Personnel Policies and Procedures Regarding Compensatory Time - Resolution No. 2017-03
- c. Police Officer Hiring Incentive

RECOMMENDATION

- a. Approve Resolution No. 2017-02 amending the amounts Centerville City will pay for animal control services in calendar year 2017.
- b. Approve Resolution No. 2017-03 increasing the accrual limit for compensatory time from 40 hours to 80 hours for non-exempt employees.
- c. Authorize the Police Chief and City Manager to offer a hiring incentive of up to \$3000 as part of the compensation package for an experienced police officer.

BACKGROUND

a. Animal Control Services. In 2016 Davis County entered into a new 5-year agreement with its 15 cities regarding animal control services. The agreement allocates 50% of the County's animal control program costs to the cities. A city's annual obligation consists of three parts:

- **General Services** – based on the average number of the city's total billable calls for the two prior years compared with the total billable calls for all cities. Centerville's assessment for General Services will increase from \$22,467 in 2016 to \$26,222 in 2017. Centerville's usage rate (i.e. percentage of the total calls for all cities) only increased slightly from 3.26% to 3.30%, so the substantial increase in dollar amount is primarily due to the County's increased budget for the animal control program. Two city managers serve on an advisory committee to review the County's budget for this program.
- **Wildlife Services** – based on the number of calls for wildlife services in the prior year multiplied times \$25.75 per call. Centerville's fee for this service decreases from \$3322 in 2016 to \$2626 in 2017.
- **Animal Shelter Capital Projects Fund** – to accumulate funds for future improvements to the animal shelter. Centerville's assessment for this portion is based on the same "usage rate" (percentage) used to determine Centerville's share of the General Services assessment, or 3.30%. Centerville's cost for this portion increases slightly from \$1832 in 2016 to \$1852 in 2017.

b. Compensatory Time. Based on recent discussion with department heads, the City Manager

recommends the City's limit on the accrual of compensatory time for non-exempt employees be increased from 40 hours to 80 hours. Federal law requires the City to pay employees time-and-a-half for hours worked over 40 hours per week (there is a different standard for police), or an employee can authorize this to be converted to compensatory time to be taken off later, up to a limit established by the employer. Centerville City has had an accrual limit of 40 hours on compensatory time, but department heads are comfortable with increasing that to 80 hours, as long as they continue to have the authority to require employees to be paid for overtime instead of banking comp time if it is in the best interests of the City to keep the accrual below 80 hours.

c. Police Officer Hiring Incentive. Recently the City Council authorized the Police Chief to offer a hiring incentive to a police officer candidate who is enrolled in the police academy or recently graduated--i.e. reimbursement of up to \$6000 in academy tuition, paid in several installments over several years. Chief Child now is asking for the authority to offer a hiring incentive to an experienced police officer, in the amount of up to \$3000, with the approval of the City Manager. This would be paid in two installments--\$1500 upon completion of initial field training (normally 12 weeks) with the Department, and another \$1500 at the end of the first year of employment. The first \$1500 would be paid on the condition that the new hire would work for at least a year for Centerville City. The second \$1500 would be paid on the condition the recipient would complete a second year of employment with the City. One situation in which the Chief might use this incentive is in the case of trying to hire an experienced officer at a lower rate of pay than he/she is currently earning, in order to maintain pay equity within the Police Department.

ATTACHMENTS:

Description

- ☐ Resolution No. 2017-02-Animal Control Amendment
- ☐ Amendment No. 1 to Animal Control Services Agreement
- ☐ Original 2016 Agreement for Animal Control Services
- ☐ Resolution No. 2017-03-Compensatory Time

RESOLUTION NO. 2017-02

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE
INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL
SERVICES BETWEEN CENTERVILLE CITY AND DAVIS COUNTY
AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON
BEHALF OF THE CITY**

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 as necessary to promote the common interests of the entities; and

WHEREAS, Centerville City and Davis County have previously entered into an Interlocal Cooperation Agreement for Animal Control Services wherein Davis County has agreed to provide animal control and shelter services for the City in exchange for compensation by the City; and

WHEREAS, Davis County has proposed an Amendment No. 1 to the Interlocal Cooperation Agreement for Animal Control Services regarding fees for such services as more particularly provided herein.

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

Section 1. Amendment. The Centerville City Council hereby approves the attached Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services between Centerville City and Davis County.

Section 2. Mayor Authorized to Execute. The Centerville City Council hereby authorizes the Mayor to sign and execute the attached Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services for and in 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 and the agreement approved herein shall become effective upon its filing with the keeper of records of each of the public agencies that are parties to the agreement.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, ON THIS 7th DAY OF FEBRUARY, 2017.**

ATTEST:

CENTERVILLE CITY

Marsha L. Morrow, City Recorder

By: _____
Mayor Paul A. Cutler

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.

MARSHA L. MORROW, City Recorder

DATE: _____

EFFECTIVE DATE: ____ day of _____, 2017.

EXHIBIT A

**AMENDMENT NO. 1
TO INTERLOCAL COOPERATION AGREEMENT
FOR ANIMAL SERVICES**

AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services (this "Amendment No. 1") is made and entered into as of January 1, 2017, by and between Davis County, a political subdivision of the state of Utah (the "County"), and Centerville City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein.

RECITALS

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-230 (the "Agreement"); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City's 2017 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2017 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,630,576
	Operating:	\$316,581
	Capital Equipment:	\$42,900
	Allocations:	+ 105,490
	Total Expenditures:	\$2,095,547
Projected 2017 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$190,000
	Surgical Fees:	\$45,000
	Wildlife Fees:	\$37,929
	Donations:	+ \$11,500
	Total Revenues:	\$504,429
Projected 2017 Expenditures Less Projected 2017 Revenues:		\$2,095,547
		- \$504,429
		\$1,591,118
Combined Cities' 50% Obligation:		\$1,591,118
		x 0.50
		\$795,559
Average of the City's Total Billable Calls for 2015 and 2016:		349.50
Average of Combined Cities' Total Billable Calls for 2015 and 2016:		10,604

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
The City's 2016 Usage Rate:		349.50/ 10,604
		3.2961%
The City's 2017 Calendar Year Obligation to the County:		\$26,222.42

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for
wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2016:	102
Cost to City for Each Wildlife Call in 2016:	\$25.75
The City's 2017 Calendar Year Obligation to County for Wildlife Calls:	\$2,626.50

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for
the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2017 Obligation of the Combined Cities:	\$56,200.00
The City's 2016 Usage Rate:	3.2961%
The City's 2017 Calendar Year Obligation to the County:	\$1,852.41

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	CENTERVILLE CITY
By: _____ Chair, Board of Davis County Commissioners Date: _____	By: _____ Mayor Date: _____
ATTEST: _____ Davis County Clerk/Auditor Date: _____	ATTEST: _____ City Recorder Date: _____
APPROVED AS TO FORM AND LEGALITY: _____ Davis County Attorney's Office Date: _____	APPROVED AS TO FORM AND LEGALITY: _____ City Attorney Date: _____

INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Interlocal Cooperation Agreement for Animal Services (this "Agreement") is made and entered into by and between Davis County, a political subdivision of the state of Utah (the "County"), and Centerville City, a municipal corporation of the state of Utah (the "City"). The County and the City may be collectively referred to as the "Parties" herein or may be solely referred to as a "Party" herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah's Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the "Act"), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through its Animal Care and Control Department (the "Department"), provides animal care and control services within the limits of Davis County;

C. WHEREAS, the County owns, operates, and maintains the Davis County Animal Shelter located at 1422 East 600 North, Fruit Heights, Utah (the "Shelter");

D. WHEREAS, the City desires to benefit from the Shelter and the County's animal care and control services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the Shelter and the County's animal care and control services as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *General Services.* The County shall, and the City authorizes the County to, provide the following general services on behalf of the City and within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise:

- 1) Enforce the City's animal control ordinance;
- 2) Issue notices of violation of the City's animal control ordinance;
- 3) Issue citations for violations of the City's animal control ordinance;
- 4) Collect fees and costs pursuant to the City's animal control ordinance;
- 5) Issue and/or sell dog licenses;
- 6) Manage a dog license program;
- 7) Provide regular animal control patrol coverage between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 8) Respond to non-emergency calls, requests, and/or complaints between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 9) Respond, generally within thirty minutes (subject to availability and location of personnel), to emergency calls, requests, and/or complaints involving animals twenty-four hours a day, seven days a week, three hundred sixty-five days a year, subject to the Department's emergency call-out criteria and protocol;
- 10) Enforce all applicable laws, ordinances, rules, regulations, or otherwise relating to animal care and control services;
- 11) Impound animals when necessary and/or advisable, including, but not limited to, in accordance with the provisions of Title 6, Chapter 6.20, *Davis County Code* (as amended);

12) Pick up and dispose of dead domestic animals, excluding livestock and large wildlife;

13) Investigate all incidents involving actual or purported animal bites or rabies; and

14) Seek and, subject to approval by the City, receive the assistance and cooperation of the City's law enforcement officers while providing or performing the services described herein.

b. *Wildlife Services.* The County shall, and the City authorizes the County to, pick up and euthanize wild nuisance animals, such as raccoons and skunks, trapped within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

c. *Shelter Services.* The County shall, and the City authorizes the County to, operate and maintain the Shelter and provide temporary shelter and board for and hold and dispose of all stray or unwanted animals impounded within the City's limits and in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

2. Procedures and Prosecution. The County shall implement the following procedures in the administration and enforcement of the City's comprehensive animal control ordinance:

a. The County shall furnish all necessary receipt books and dog/cat tags for the City;

b. Receipts for dog licenses sold by County employees shall be issued by those County employees;

c. All fees and funds collected by County employees shall be immediately provided to the Department pursuant to Department policy, and the Department shall forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy; and

d. Notices, citations or complaints for the violation of the City's comprehensive animal control ordinance shall be issued so that the person charged shall be required to appear before the appropriate court.

The prosecution of any citations or charges for the violation of the City's comprehensive animal control ordinance shall be the City's responsibility; not the County's responsibility. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

3. Funding for the Department and the Shelter. The Department and the Shelter shall be funded by:

a. The County from its general fund;

b. The compensation and cost reimbursements by the City, and all other participating Davis County cities or other entities, to the County;

c. The capital projects fund regarding the Shelter;

d. The fines, fees, costs, or otherwise collected under this Agreement; and

e. Donations made specifically for the benefit of the Department or the Shelter.

4. Compensation and Costs.

a. The City's calendar year obligation to the County, excluding calls for wild nuisance animal pick up and/or euthanization and the capital projects fund regarding the Shelter, is calculated based upon the following:

1) The combined obligation of all of the cities and/or entities within Davis County that receive animal care and control services from the County, excluding Hill Air Force Base (collectively, the "Combined Cities"), shall be 50% of the projected calendar year expenditures by Davis County for the Department for the applicable calendar year less the projected calendar year revenues by Davis County for the Department arising from licenses, shelter fees, surgical fees, wildlife fees and donations; and

2) The City's specific portion of the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above.

The City's annual calendar year obligation to the County for this subsection shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsections 4.a.1) and 4.a.2) above.

b. The County shall be obligated to satisfy the shortfall between the actual amounts expended by the Department for each calendar year and all of the actual revenues for each calendar year. For example, if the Department's budget for a particular calendar year is \$1,900,000, but the actual amounts expended by the Department for the particular calendar year are \$2,000,000, and the projected revenues for the particular calendar year, including, but not limited to, the revenues generated from the Combined Cities, were \$1,000,000, but the actual revenues for the particular calendar year were \$900,000, then the County's obligation regarding the shortfall for the particular calendar year would equal \$1,100,000 ($2,000,000 - \$900,000 = \$1,100,000$), which is an increased obligation to the County of \$200,000, without any further obligation to any of the Combined Cities.

c. The City's calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services, as more fully described in Subsection 1.b. of this Agreement, is calculated based upon the City's total number of wild nuisance animal pick up and/or euthanization calls or services for the calendar year immediately prior multiplied by \$25.75 per call.

The City's annual calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services shall be as set forth in Exhibit A, attached hereto and incorporated herein by this referenced, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 4.c. above.

5. Capital Projects Fund Regarding the Shelter.

a. The amount of the capital projects fund regarding the Shelter shall be \$562,000.00, which shall be funded 50% by the Combined Cities and 50% by the County. For each calendar year of this Agreement, the Combined Cities and the County shall each pay 20% of their total obligation so that by year five of this Agreement, the capital projects fund regarding the Shelter will be fully funded for the applicable five year period of this Agreement.

b. The City's specific portion of the Combined Cities' 50% obligation, pursuant to Subsection 5.a. directly above, shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the Combined Cities' 50% obligation, pursuant to Subsection 4.a. above.

The City's annual calendar year obligation to the County for this Section shall be set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 5.a. and 5.b. above.

6. Funds Received by the City. Any funds paid to, collected by, or received by the City for dog licenses, animal fines and/or fees, and/or animal care and control services, excluding any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County, together with a descriptive record of such funds, within thirty calendar days of receipt of such funds.

7. Budget Advisory Committee. Within three months of the Effective Date (defined below) of this Agreement, a budget advisory committee, consisting of two representatives designated by the County and two City Managers recommended by the City Managers from the Combined Cities, shall be established for the purpose of advising on issues and matters relevant to the Department, including, but not limited to, the Department's budget proposals, capital requests, personnel requests, fee structure, and fine structure. This budget advisory committee shall function solely in an advisory capacity and shall have no binding authority regarding the County's decisions on budget, personnel, or otherwise.

8. Biennial Fee/Fine Survey. The County, through the Department, shall perform a fee/fine survey relevant to the Department on a biennial basis.

9. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

10. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on December 31, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

11. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

a. The mutual written agreement of the Parties;

b. By either party:

1) After any material breach of this Agreement; and

2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. 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.

12. Records. The County, through the Department, shall maintain books and records of the animal care and control services provided to the City under this Agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times. All records created, received, or held by the County, through the Department, shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, codified at Title 63G, Chapter 2, *Utah Code Annotated*.

13. Reports. The County, through the Department, shall report to the City, on a quarterly basis, the animal care and control activities and services provided and performed under this Agreement.

14. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<u>To the City:</u> Centerville City Attention: City Manager 250 N Main St Centerville, UT 84014	<u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025
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15. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

16. Indemnification and Hold Harmless.

a. The 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 the City (collectively, the "City Representatives"), agrees and promises to indemnify and hold harmless the 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, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection

with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

b. The 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 the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the 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, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

17. Governmental Immunity. 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 Annotated*, 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*. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.

19. Approval. 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 Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

20. Survival after Termination. 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 insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

21. Benefits. 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 the 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 the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

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

23. Binding Effect; Entire Agreement, Amendment. 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.

24. Force Majeure. 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.

25. Assignment Restricted. 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.

26. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. 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.

27. Severability. 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.

28. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

29. No Third-Party Beneficiaries. 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, the County is expressly authorized by the 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.

30. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

31. Headings. 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.

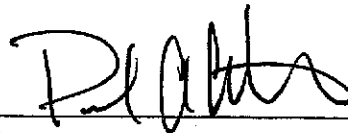
32. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

33. Counterparts. 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.

[Signature Pages Follow]

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

CENTERVILLE CITY

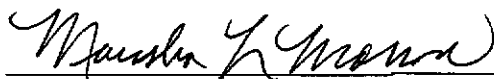


Mayor

Dated:

5-18-2016

ATTEST:

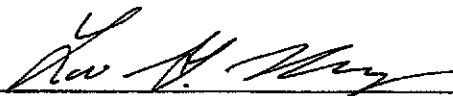


Centerville City Recorder

Dated:

5-18-2016

APPROVED AS TO FORM AND LEGALITY:



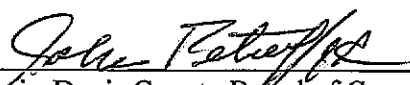
Centerville City Attorney

Dated:

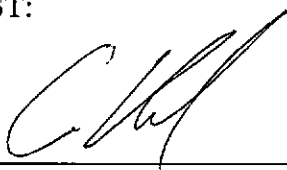
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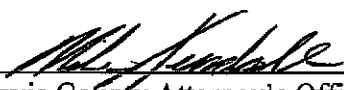
DAVIS COUNTY


Chair, Davis County Board of Commissioners
Dated: 6/21/16

ATTEST:


Davis County Clerk/Auditor
Dated: 6/21/16

APPROVED AS TO FORM AND LEGALITY:


Davis County Attorney's Office, Civil Division
Dated: 6/14/2016

2016-230

EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls,
excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2016 Expenditures by Davis County for Animal Care and Control:	Personnel: Operating: Capital Equipment: Allocations: Total Expenditures:	\$1,474,056 \$307,165 \$44,217 + \$69,811 \$1,895,237
Projected 2016 Revenues of Davis County Animal Care and Control:	Licenses Shelter Fees Surgical Fees Wildlife Fees Donations Total Revenues:	\$220,000 \$190,000 \$45,000 \$50,393 + \$11,500 \$516,893
Projected 2016 Expenditures Less Projected 2016 Revenues:		\$1,895,237 - \$516,893 \$1,378,345
Combined Cities' 50% Obligation:		\$1,378,345 x 0.50 \$689,172
Average of the City's Total Billable Calls for 2014 and 2015:		376
Average of Combined Cities' Total Billable Calls for 2014 and 2015:		11,543
The City's 2015 Usage Rate:		376/ 11,543 3.26%
The City's 2016 Calendar Year Obligation to the County:		\$22,467.02

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County for
wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2015	129
Cost to City for Each Wildlife Call in 2015	\$25.75
The City's 2016 Calendar Year Obligation to County for Wildlife Calls	\$3,321.75

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2016 calendar year obligation to the County
for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	3.26%
The City's 2016 Calendar Year Obligation to the County:	\$1,832.12

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

RESOLUTION NO. 2017-03

A RESOLUTION AMENDING SECTION 4.060 OF THE CENTERVILLE CITY PERSONNEL POLICIES AND PROCEDURES REGARDING COMPENSATORY TIME

WHEREAS, the City Council has previously adopted the Personnel Policies and Procedures providing guidelines and procedures for City employees and related personnel matters; and

WHEREAS, City Staff recommend amendments to the Personnel Policies and Procedures to amend Section 4.060 regarding compensatory time to increase the permitted maximum number of compensatory hours that can be accrued from 40 hours to 80 hours, as more particularly provided herein; and

WHEREAS, the City Council has reviewed the recommended changes to the Personnel Policies and Procedures as more particularly provided herein and desires to adopt the same.

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

Section 1. Amendment. Section 4.060 of the Centerville City Personnel Policies and Procedures regarding Compensatory Time is hereby amended to read in its entirety as follows:

4.060. Compensatory Time.

Eligible employees may elect to receive compensatory time off in lieu of overtime payment in cash. Employees desiring to obtain compensatory time off in lieu of overtime payment in cash shall file an Overtime Compensation Election Form with the City Treasurer prior to performance of work eligible for compensatory time. Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to eighty (80) forty (40) hours of compensatory time off. Compensatory time shall be earned at a rate of not less than one and one-half hours of compensatory time for each hour of employment for which overtime compensation is required under the Fair Labor Standards Act. Employees may request use of compensatory time off in accordance with the leave procedures set forth in this Chapter~~herein~~. Employees should be permitted to use compensatory time off within a reasonable period after making the request if such use does not unduly disrupt ~~restrict~~ the operations of the City and/or the Department within which the employee works. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment. Compensatory time off is not counted as hours worked during the applicable workweek or work period for purposes of overtime compensation. The City reserves the right to pay any employee overtime compensation in cash in lieu of providing compensatory time off for any workweek or work period or for any accrued compensatory time. Upon termination of employment, an employee shall be paid for any unused and accrued compensatory time at a rate of compensation not less than the average rate received by the employee during the last three years of the employee's employment, or the final regular rate received by the employee, whichever is higher. ~~Employees shall be compensated for unused and accrued compensatory time in accordance with applicable~~ the provisions and regulations of the Fair Labor Standards Act.

Section 2. Severability. If any section, clause or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. Effective Date. This Resolution shall become effective immediately and the amendments to the Personnel Policies and Procedures regarding Section 4.060 shall become effective March 1, 2017, in order to provide appropriate notice to City employees of the changes to policy.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, ON THIS 7th DAY OF FEBRUARY, 2017.**

CENTERVILLE CITY

Mayor Paul A. Cutler

ATTEST:

Marsha L. Morrow, City Recorder

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

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

MARSHA L. MORROW, City Recorder

DATE: _____

EFFECTIVE DATE: ____ day of _____, 2017.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 3.

Short Title: Book about 1983 Centerville Flood

Initiated By: Neil Blackburn

Scheduled Time: 7:10

SUBJECT

Presentation from Neil Blackburn, former Centerville Mayor, about a book he has written: "The Unsung Heroes of the Flood of 1983"

RECOMMENDATION

Allow Mr. Blackburn a few minutes to inform the Council of the book he has written about the 1983 Centerville Flood. Also consider his request to allow the book to be advertised in City newsletter and/or utility bill insert.

BACKGROUND

Neil Blackburn was the Centerville Mayor during the 1983 Flood. He has written a book entitled "The Unsung Heroes of the Flood of 1983". See his attached emails explaining why he wrote the book and his costs to publish it. The book's Table of Contents and Index are attached. He is not seeking financial help from the City to publish the book, but would like the City to use its newsletter and/or utility bill insert to inform residents of the book and how they can purchase it. One of the attached emails shows his costs, indicating that he will make no profit on this project, and that he intends to donate a portion of the selling price to the Whitaker Museum.

The City Manager informed Mr. Blackburn that the City Council has adopted a policy regarding information that will be allowed in City newsletters and utility bill inserts. That policy is attached. Mayor Cutler has asked that Mr. Blackburn be invited to come near the beginning of the meeting to explain this project, but the Council will have to decide whether to support his request to use the City newsletter or utility bill insert.

ATTACHMENTS:

Description

- ☐ Neil Blackburn Emails
- ☐ Table of Contents
- ☐ Book Index
- ☐ Newsletter/Utility Bill Insert Policy

Steve Thacker

From: Neil Blackburn <nlbassociates37@msn.com>
Sent: Friday, January 27, 2017 12:19 PM
To: Steve Thacker
Subject: Flood of 1983 Book
Attachments: Flood Index.docx

Dear Steve:

I have finished my history on the Centerville flood of 1983 which I have titled, "**The Unsung Heroes of the Flood of 1983.**" It is probably the most complete documentation of what Centerville experienced during those horrific times and contains 330 pages, including 84 pages of colored photographs. It pays homage to many of the citizens that sacrificed so much to save their neighbors and the community from more extensive damage.

I have attached the Index which identifies people, events, personal stories and locations of many of the circumstances which call out the tremendous response by Centerville staff and of many individuals who make this history a family treasure to all who lived through those times. You might consider addition copies for your children or family as a legacy of your service to the City.

If you would like a copy they are available at my printing cost of \$45.00 which includes State sales tax and a small contribution to the Whitaker Museum. I am contributing this work to the City residents as my profound appreciation for many donations of labor, equipment and food provided by so many during these trying times.

You may email me at nlbassociates37@msn.com to reserve a copy. The manuscript is currently at Carr Printing and I anticipate they will be available for purchase by the middle to end of February. First printing will be limited to 250 copies so reserve your copy early.

Sincerely, Mayor Neil Blackburn

P.S. Steve: Do you think the City could help get the word out by enclosing an announcement in the next utility billing? If not, I'll have to rely on word-of-mouth. Thanks.

Neil L. Blackburn NLB Associates 801.682.6285 Mobile 801.447-3696 Home

Steve Thacker

From: Neil Blackburn <nlbassociates37@msn.com>
Sent: Monday, January 30, 2017 5:49 PM
To: Steve Thacker
Subject: Re: Flood of 1983 Book
Attachments: Flood Index.docx; Table of Contents.docx

Steve:

I would be glad to appear before the City Council on the 7th. if you think that would be helpful. I have enclosed the Index which gives a more complete picture of the contents along with the requested Table of Contents.

Here's how the costs breakout:

Carr Printing cost for 250 books, including taxes	\$42.76 (each)
Whitaker donation for each book sold	\$ 2.24 "
Cost to the public for each book	\$45.00 "
Benefits to Neil Blackburn	Knowing that the City will have a record of the 1983 flood and many of the people who gave their all.

In addition, I am proposing to donate one copy each to the City, the local library and Whitaker Museum and pay the appropriate sales tax on the actual cost (\$42.76) of each donated book. My out-of-pockets expenses will be well over \$300 (if all of the books are sold) plus my time for more than a year and a half in researching and writing it.

I will have a proof copy from Carr's tomorrow that I can bring to the Council meeting (it may have a few corrections, etc.) Just let me know what you think would be best. I have 75 books already spoken for by family, friends and citizens.

Neil L. Blackburn NLB Associates 801.682.6285 Mobile 801.447-3696 Home

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Newsletter, Utility Bill Inserts and Public Outreach Policy

- 010. Purpose and Scope.**
- 020. City Communications and Public Outreach.**
- 030. Nonpublic Forum.**
- 040. Governmental or Nonprofit Information.**
- 050. Monetary and In-Kind Benefit Reporting.**
- 060. No Separate Right of Action.**

010. Purpose and Scope.

The purpose of this Policy is to establish guidelines and procedures for use of City website, newsletters, utility bill inserts and other various public communications.

020. City Communications and Public Outreach.

Centerville City supports an accessible and transparent government and encourages community participation on many levels. In an effort to share the progress of the City effectively with the public, the City communicates with its residents and business owners through a variety of mediums. The City provides information about City services, public meetings, activities and more on the Centerville City website and via social media. The City also produces a newsletter with several publications throughout the year providing residents and business owners with information about operations, issues, services and projects that have a City-wide significance. The City may also reach out to residents and business owners through a utility bill insert. Utility bill inserts usually target upcoming City-sponsored open houses, events, or public service information.

030. Nonpublic Forum.

The City website, newsletters, utility bill inserts and other public outreach communications from the City are not intended to constitute a public forum and are not open to private individuals or groups to contribute articles regarding matters of private or commercial concerns. In addition, except as otherwise provided herein, the City does not allow private or commercial advertising in any of its various forms of public communication. City communications are supported by taxpayer dollars and all uses of such communications shall be made for authorized public purposes in accordance with Utah law.

040. Governmental or Nonprofit Information.

As staff time and media space permits, the City may provide information or advertising for upcoming governmental or nonprofit events, issues, projects or services that meet one or more of the following requirements:

Newsletter, Utility Bill Inserts and Public Outreach Policy

(a) The information is related to a governmental entity or nonprofit program deemed to be in the public interest or related to public safety issues (such as advertising for the Davis County Health Fair, providing information on water quality from the Weber Basin Water Conservancy District, or providing fire safety information from the South Davis Metro Fire Service Area);

(b) The information or advertising is related to a governmental entity or nonprofit corporation that receives financial support or cooperation from the City (such as providing information about or advertising for the CenterPoint Theatre supported by the Centerville RDA, the Bountiful Summerfest which receives an annual donation from the City, the Whitaker Museum, or the Davis County Chamber of Commerce); or

(c) The information or advertising is related to a governmental entity or nonprofit corporation of which the City is a member or has a representative on the entity's board of directors (such as the Mosquito Abatement District, South Davis Recreation District, CenterPoint Theatre, Davis County Chamber of Commerce, or UTOPIA).

050. Monetary or In-Kind Benefit Reporting.

If the City includes a full-page newsletter or utility bill insert for a governmental entity or nonprofit under the strict guidelines and provisions of this policy, the governmental entity or nonprofit corporation shall be responsible to pay for the actual cost of the newsletter or utility bill insert (i.e. copy, printing and paper costs of the insert) and may be required to pay for mailing costs or other incidentals. The City, within its discretion, may pay for the cost of mailing the insert as part of the City's standard mailing costs for the newsletter or utility bill. The Finance Department shall document and report any in-kind financial value of such mailing costs and other incidentals associated with including the information in the newsletter or utility bill in accordance with applicable IRS regulations. The City Finance Department shall also document and ensure that the total amount of services or nonmonetary assistance provided under this policy to nonprofit entities does not exceed 1% of the City's budget for the current fiscal year in accordance with Utah Code § 10-8-2.

060. No Separate Right of Action.

The provisions of this policy are intended to provide guidelines for City staff regarding the use of City communications and shall not create a separate right of action by any third party for failure of the City or its officers or employees to comply with the same. The City reserves the right to limit or prohibit the use of City communications for non-City entities or interests.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 4.

Short Title: Public Hearing - 1872 North Main Subdivision Amended - Subdivision Plat Amendment

Initiated By: Paul Cutler, Applicant

Scheduled Time: 7:20

SUBJECT

Consider Subdivision Plat Amendment for the 1872 North Main Subdivision Located at 1872 North Main Street, Centerville - Paul Cutler, Applicant

RECOMMENDATION

Approve the Subdivision Plat Amendment for the 1872 North Main Subdivision located at approximately 1872 North Main Street, Centerville, subject to the conditions and based on the findings set forth in the Staff Report dated January 10, 2017.

BACKGROUND

The 1872 North Main Subdivision was previously approved and recorded on June 18, 2014. The Applicant desires to amend the recorded subdivision plat to alter the configuration of the driveway and fire access turnaround, relocate the interior public utility easements, and to adjust interior lot lines between existing lots. Pursuant to City Ordinances, the City Council is required to hold a public hearing on this matter. Staff recommends approval of this plat amendment as more particularly set forth in the attached Staff Report.

ATTACHMENTS:

Description

- ☐ CC Staff Report - 1872 North Main Subdivision Amendment
- ☐ Fire Marshall Approval
- ☐ Amended Plat - 1872 North Main Subdivision Amended

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

STAFF REPORT

PETITIONER: PAUL CUTLER
1872 NORTH MAIN STREET
CENTERVILLE, UTAH 84014
(paulcutler@gmail.com)

PROPERTY: 1872 NORTH SUBDIVISION (LOTS 1-4)

ACREAGE: 1.6 ACRES

ZONING: RESIDENTIAL-LOW (R-L)

APPLICATION: SUBDIVISION PLAT AMENDMENT

RECOMMENDATION: CONSIDER THE PROPOSED AMENDMENT

BACKGROUND

The petitioner desire to amend the subdivision plat by altering the configuration of the driveway and "fire access turn around," relocate an interior PUE easement to the perimeter (Lots 2 & 3), and adjust interior lot lines between two lots (Lots 3 & 4).

SUBDIVISION PLAT AMENDMENT PROCESS

According to state and local regulations, a plat amendment may be approved if two (2) specific criteria are evaluated and the amendment is deemed acceptable. The criteria with staff comment are as follows:

1. *Will the public interest be materially injured by the proposed plat amendment, and*
2. *Is there a good cause for the plat amendment?*

Staff Response: The amendment primarily involves the reconfiguration of the fire access turn around to match how it was actually constructed. The South Davis Metro Fire District Marshall has provided a written acceptance of the new configuration. There are a few minor adjustments to the common driveway, relocation of the PUE and shifting of a lot line. All these elements have been review by City Staff and have been deemed acceptable. Therefore, the proposed plat amendment complies with the existing applicable subdivision ordinances and codes and the public interest will be preserved.

PLANNING STAFF RECOMMENDATION

If the City Council finds that the proposed amendments are acceptable and supported by good cause in accordance with 15-5-102(4), the following sample motion is provided for consideration:

Suggested motion for the proposed amended subdivision plat for the 1872 North Main Subdivision: I hereby make a motion for the City Council approve the proposed plat amendment, subject to the following:

- 1) Preparation and submittal of a final linen subdivision plat to the City Recorder's Office to reflect the changes to the 1872 Main Street Subdivision Amended.*
- 2) Provide signature blocks and obtain signatures for all owners within the subdivision on final linen plat.*
- 3) Submit a current title or updated report, no less than 30 days old to the City, which shall be reviewed and deemed acceptable by the City Attorney prior to recordation.*
- 4) Provide, on the amended plat, all original plat notes, easements, or other elements, as deemed necessary by the City Attorney.*
- 5) Provide and record with the amended plat, an updated shared access and maintenance agreement for the amended plat, which is to be deemed acceptable to the City Attorney.*

Suggested Reasons for the Action (Findings):

- a. The City Council finds that a plat amendment is needed to reconfigure the fire access turn around to match how it was actually constructed.*
- b. The City Council finds that the South Davis Metro Fire District Marshall has provided a written acceptance of the new configuration.*
- c. The City Council finds that there are a few minor adjustments to the common driveway, relocation of the PUE and shifting of a lot line.*
- d. The City Council finds that all the amended plat elements have been review by City Staff and have been deemed acceptable.*
- a. Therefore, the City Council finds that the proposed plat amendment complies with the existing applicable subdivision ordinances and codes and the public interest will be preserved.*

Wednesday, December 28, 2016 at 9:40:40 AM Mountain Standard Time

Subject: RE: Revised Fire Department Turn-Around for 1872 N. Main St Subdivision

Date: Wednesday, December 7, 2016 at 11:51:05 AM Mountain Standard Time

From: Casey Vorwaller

To: csnyder@centervilleut.com, paulcutler@gmail.com, lromney@centervilleut.com, stevet@centervilleut.com

CC: Dave Powers

Cory,

I have reviewed the 14-165 Amended Plat for the 1872 N. Main Subdivision. Based on the dimensions shown on the plans, the fire apparatus turn-around is acceptable to South Davis Metro Fire. The proposed hammerhead turn-around does fall short of the dimensions recommended by the International Fire Code in Appendix D, but based on the current apparatus used at South Davis Metro Fire, the proposed turn-around is adequate. Please let me know if you have any additional questions or concerns. Thank you.

Casey T. Vorwaller
Fire Marshal
South Davis Metro Fire
cvorwaller@sdmetrofire.org
Office: (801) 677-2407
Front Desk: (801) 677-2400

From: Amanda Mertens

Sent: Wednesday, December 07, 2016 8:47 AM

To: Casey Vorwaller

Subject: FW: Revised Fire Department Turn-Around for 1872 N. Main St Subdivision

From: Lisa Romney [<mailto:lromney@centervilleut.com>]

Sent: Monday, December 05, 2016 10:55 AM

To: Amanda Mertens

Subject: FW: Revised Fire Department Turn-Around for 1872 N. Main St Subdivision

From: Paul Cutler [<mailto:paulcutler@gmail.com>]

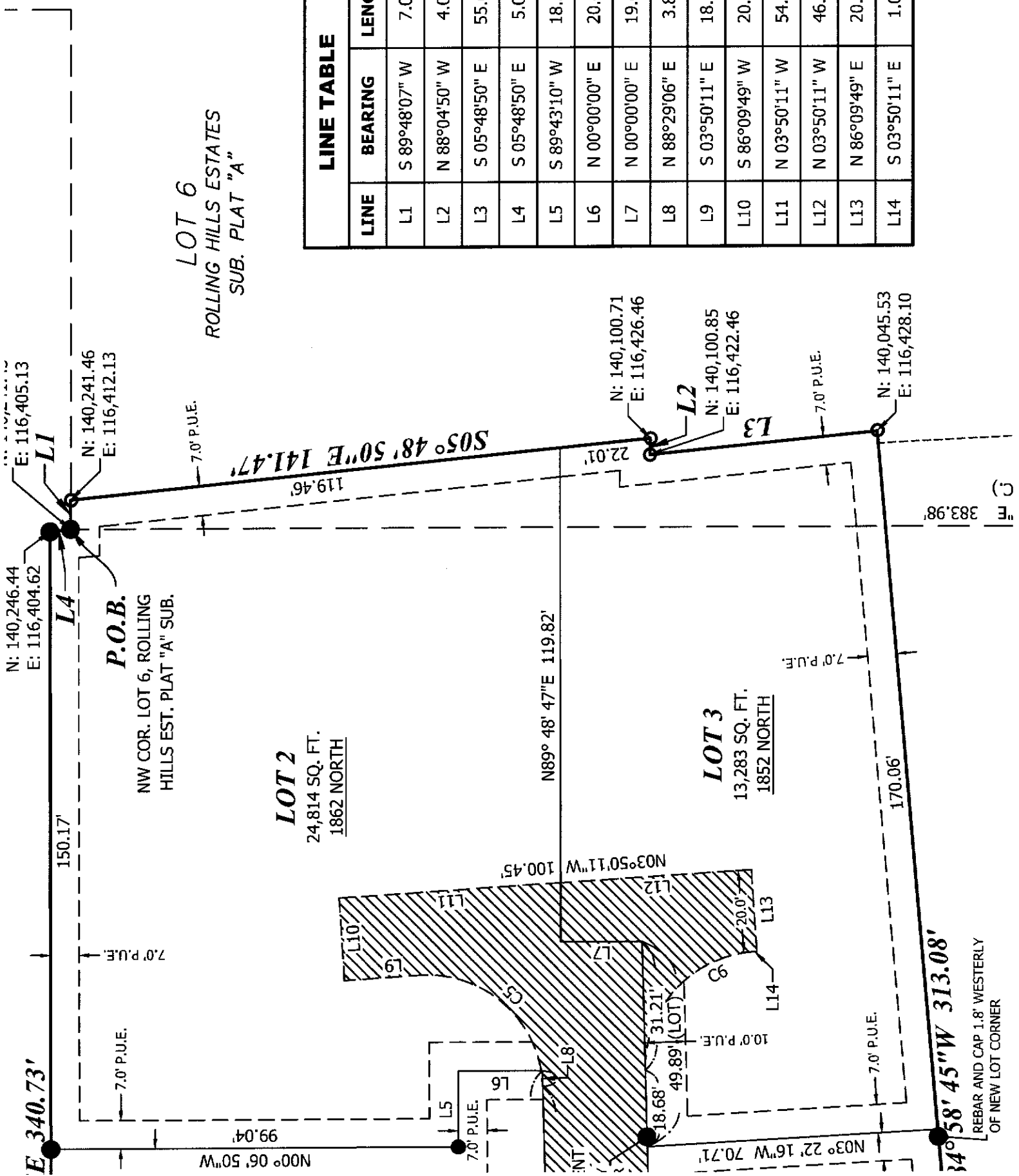
Sent: Wednesday, November 30, 2016 6:12 PM

To: Lisa Romney <lromney@centervilleut.com>; Cory Snyder <csnyder@centervilleut.com>

Cc: Steve Thacker <stevet@centervilleut.com>

Subject: Re: Revised Fire Department Turn-Around for 1872 N. Main St Subdivision

C2	42.78
C3	0.74
C4	126.4
C5	45.11
C6	42.81



GE,
1. A S
2. A V N
3. A C
4. " L
5. 2

REBAR AND CAP 1.8' WESTERLY
OF NEW LOT CORNER

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 5.

Short Title: Cemetery Ordinance and Fee Schedule Amendments regarding Burial Right Repurchasing

Initiated By: City Manager

Scheduled Time: 7:25

SUBJECT

- a. Municipal Code Amendments - Section 8-03-100 - Restriction on Resale of Burial Rights - Consider Ordinance No. 2017-01
- b. Fee Schedule Amendments - Section VII.A. - Cemetery Burial Right and Repurchasing Fees - Consider Resolution No. 2017-04

RECOMMENDATION

- a. Approve Ordinance No. 2017-01 amending Section 8-03-100 of the Centerville Municipal Code regarding repurchasing of burial rights by the City.
- b. Approve Resolution No 2017-04 amending Section VII.A. of the City Fee Schedule regarding cemetery burial right and repurchasing fees.

BACKGROUND

Approval of this Ordinance and Resolution would allow the City Manager to implement an idea that may provide burial spaces for "immediate need" while the City Council is exploring options for creating additional burial spaces.

Staff have determined there are 192 burial right owners *who each own at least four unused burial rights* in the Centerville Cemetery, representing a total of 1069 unused spaces. Staff have identified mailing addresses for 118 of these burial right owners, representing a total of 698 unused spaces. The City Manager believes there is a good possibility that some of these burial rights owners would sell their rights back to the City if they could receive greater compensation than City ordinance currently allows, which is "... the original price paid by the purchaser, or the current selling price, whichever is less."

According to Finance Department staff, some of these burial rights owners purchased their rights many, many years ago when they could buy eight burial rights for \$25. Over time the cost of a burial right increased a number of times, to the current rate of \$300 in the older sections and \$600 in the newest section. In addition, about 15 years ago the City created a Cemetery Perpetual Care Fund and began charging a perpetual care fee which has risen to its current level of \$300. According to the current employee who handles most cemetery burial rights purchases, there have been a number of burial rights owners who have expressed interest in reselling their rights to the City, but when they learned they could only be paid what they originally paid for the rights, they chose to hold onto those rights. They have the option of assigning a burial right for use by someone else, and can make their own financial deal with the family of that user. In other words, there is no incentive for these burial rights owners to resell their rights to the City.

The City Manager's proposal would work as follows--assuming the City Council approves Ordinance No. 2017-01 and Resolution No. 2017-04:

- The purchase price for any burial right in the cemetery would be set at \$600, regardless of which section it is in.
- A burial right owner who did not pay a perpetual care fee and wants to resell one or more rights to the City would be paid \$500 for the repurchase of each right.
- A burial right owner who did pay a perpetual care fee and wants to resell one or more rights to the City would be paid \$800 for the repurchase of each right.
- The City would mail letters to the 118 burial right owners for which addresses have been identified, informing them of this opportunity to resell their rights to the City under these new terms.
- The City would initially buy back a limited number of rights--maybe 20 or so--and resell those for "immediate need", allowing someone to purchase a second burial right at the same time as they buy one for immediate need (the second one for a spouse).
- If the number of those wanting to resell is strong enough to exceed the initial number the City is willing to purchase, a list would be maintained and the City could repurchase more in the future as the inventory of repurchased rights is resold for immediate need.
- The repurchased spaces would be resold by the City at a current price of \$600 plus \$300 for perpetual care fee. In other words, the City would keep \$100 from each repurchase/resell transaction to cover administrative cost.

The City Manager has reviewed this proposal with the Finance Director, who is supportive of this approach. Owners of less than four unused burial rights could also take advantage of this opportunity, but owners of at least four unused rights would receive a letter informing them of this change. Other burial right owners could be informed via a utility bill insert or newsletter article.

ATTACHMENTS:

Description

- Ordinance No. 2017-01-Burial Rights
- Resolution No. 2017-04-Cemetery Fees

ORDINANCE NO. 2017-01

AN ORDINANCE AMENDING SECTION 8-03-100 OF THE CENTERVILLE MUNICIPAL CODE REGARDING RESTRICTIONS ON THE RESALE OF BURIAL RIGHTS WITHIN THE CENTERVILLE CITY CEMETERY AND THE CITY REPURCHASE PRICE FOR BURIAL RIGHTS SOLD BACK TO THE CITY

WHEREAS, the City has previously adopted provisions regarding the sale of burial rights within the Centerville City Cemetery and provisions regarding restrictions on the resale of such burial rights as more particularly set forth in Title 8, Chapter 3 of the Centerville Municipal Code; and

WHEREAS, the City is currently sold out of available burial rights within the Centerville City Cemetery and is looking for ways to free up currently sold but unused burial spaces in Cemetery in order to provide for immediate need of such spaces for burials; and

WHEREAS, the City Council desires amend Section 8-03-100 of the Centerville Municipal Code regarding restrictions on the resale of burial rights to provide the City more flexibility in determining the repurchase price for burial rights sold back to the City; and

WHEREAS, the City Council has determined that the amendments to the repurchase provisions for burial rights within the Centerville City Cemetery as provided herein are in the best interests of the health, safety and welfare of its residents and are necessary to provide the City more flexibility in repurchasing unused burial rights from owners and an incentive for owners of such unused burial rights to sell them back to the City for immediate need use of such spaces.

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

Section 1. **Amendment.** Subsection 8-03-100 of the Centerville Municipal Code regarding Restrictions on Resale is hereby amended to read in its entirety as follows:

8-03-100. Restrictions on Resale.

(a) The Right of Burial sold by the City shall not be further sold to any person except the City. Additionally, the Right of Burial shall not be pledged as security for any debt or transaction, shall not be lienable, and shall not be deemed subject to seizure for payment of any tax, debt or obligation except as specifically set forth herein. The City hereby agrees to buy back any Right of Burial which it may hereafter sell. Except as otherwise provided herein, the repurchase of such right shall be for the original price paid by the purchaser, or the current selling price, whichever is less ("Regular Repurchase Price"). In times of need, when available burial rights within the Cemetery are less than 5% of capacity, the City Manager may, in his or her discretion, authorize the repurchase of necessary burial rights at an optional incentive repurchase price approved by the City Council and set forth in the City Fee Schedule ("Times of Need Repurchase Price").

(b) Whenever a Right of Burial certificate reverts to the City, as provided for by State law, or becomes vested in the City for any reason, before a new certificate shall be issued, the original certificate shall be canceled or reassigned, and the record shall be so changed.

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

Section 3. Effective Date. This Ordinance shall become effective immediately upon publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 7th DAY OF FEBRUARY, 2017.

ATTEST:

CENTERVILLE CITY

Marsha L. Morrow, City Recorder

By: _____
Mayor Paul A. Cutler

Voting by the City Council:

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

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.

MARSHA L. MORROW, City Recorder

DATE: _____

RECORDED this ____ day of _____, 2017.

PUBLISHED OR POSTED this ____ of _____, 2017.

RESOLUTION NO. 2017-04

**A RESOLUTION AMENDING THE CENTERVILLE CITY FEE SCHEDULE
REGARDING CITY CEMETERY BURIAL RIGHT FEES AND REPURCHASE
FEES**

WHEREAS, the City has previously adopted the Centerville City Fee Schedule, including cemetery fees as set forth in Section VII of the Fee Schedule; and

WHEREAS, the City Council desires to amend the City Fee Schedule to increase the base cost for a burial right and to add more specific provisions for the repurchase of burial rights by the City to provide the City more flexibility in determining the repurchase price for burial rights sold back to the City; and

WHEREAS, the City Council has determined that the amendments to the City Fee Schedule regarding the base price and repurchase price for burial rights sold back to the City are in the best interest of the public health, safety and welfare and are necessary to address the fact that there are limited or no burial rights currently available within the City Cemetery.

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

Section 1. Amendment. Section VII.A. of the City Fee Schedule regarding Cemetery Fees is hereby amended to revise the burial right fee in Subsection 1 and to add a new Subsection 6 regarding repurchase prices for burial rights sold back to the City as follows:

VII. CEMETERY & PARK FEES

A. CEMETERY

	<u>Resident^k</u>	<u>Non-Resident^l</u>
1. Burial Right ^{m,n}	<u>\$600.00</u>	<u>\$600.00</u>
(a) Old Plots, A, B, C, D	\$300.00	\$300.00
(b) New Section Eⁿ	\$600.00	\$600.00

* * *

6. Repurchase of Burial Rights. Pursuant to Centerville Municipal Code § 8-03-100, burial rights may not be further sold to any person other than the City. By ordinance, the City has agreed to buy back any Right of Burial which it has sold. The repurchase price for such buy back shall be as follows:

- a. Regular Repurchase Price. Except as otherwise provided in Subsection (b) regarding Times of Need Repurchasing, the City will repurchase any previously sold Right of Burial for the original price paid by the purchaser, or the current selling price, whichever is less.
- b. Times of Need Repurchase Price. In times of need, when available burial rights within the Cemetery are less than 5% of capacity, the City Manager may, in his or her discretion, authorize the repurchase of necessary burial rights at the following incentive repurchase price:
 - i. Burial Right With No Perpetual Care Fee. Any burial right which has been purchased, but for which the Perpetual Care Fee has not been paid, may be bought back by the City for \$500.
 - ii. Burial Right With Perpetual Care Fee Paid. Any burial right which has been purchased, and for which the Perpetual Care Fee has been paid, may be bought back by the City for \$800.

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

Section 2. Severability. If any section, clause or portion of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 3. Effective Date. This Resolution and the fees adopted herein shall become effectively immediately.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, ON THIS 7th DAY OF FEBRUARY, 2017.

ATTEST:

CENTERVILLE CITY

City Recorder, Marsha L. Morrow

By: _____
Mayor Paul A. Cutler

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.

MARSHA L. MORROW, City Recorder

DATE: _____

EFFECTIVE DATE: ____ day of _____, 2017.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 6.

Short Title: 2017 Municipal Election - Vote-By-Mail Recommendation

Initiated By: City Recorder/City Attorney

Scheduled Time: 7:40

SUBJECT

Further discussion of City Recorder/City Attorney recommendation to contract with Davis County for a Vote-By-Mail election for the 2017 Municipal Election and report from Staff on City Council request for additional information and cost estimates to do paper ballot or machine ballot election to be conducted by Centerville City.

RECOMMENDATION

The City Recorder and City Attorney recommend contracting with Davis County for a Vote-By-Mail election for the 2017 Municipal Election.

BACKGROUND

At the last City Council meeting on January 17, 2017, the City Recorder, City Attorney and Election Officials from Davis County presented their recommendation to have a vote-by-mail election for the 2017 Municipal Election. The County's 2017 Municipal Elections Proposal is attached. The County would like to know by the deadline of February 13, 2017 whether Centerville City will participate in a Vote-By-Mail election administered by the County.

As was discussed, the cities in Davis County can contract with the County this year only if they do a vote-by-mail election. Otherwise each city that does not want to do a vote-by-mail election will be on their own to administer their election. The time and cost involved to run our own election would be substantial.

Reasons to do vote-by-mail election:

- Less confusing for voters
- Voters expectation is to receive a ballot by mail
- Elections are consistent, whether federal or municipal elections
- The cost and time involved to administer own election
- Better turn out
- Voters can study candidates and issues at their leisure

After discussion of this matter on January 17, 2017, the City Council requested more information from Staff before making a decision on which way to go with the 2017 municipal election. The Council specifically directed Staff to come back with an estimate of what it would cost to run our own election. Staff has researched this matter. The analysis and cost estimate to run our own election is set forth in the attached 2017 Centerville Municipal Election Administration Report. Also attached is the 2017 Election Checklist prepared by the Utah Municipal Records Association.

ATTACHMENTS:**Description**

- ▢ 2017 Centerville Municipal Election Administration Report
- ▢ 2017 County Municipal Elections Proposals
- ▢ 2017 Municipal Election Checklist

2017 CENTERVILLE MUNICIPAL ELECTION ADMINISTRATION



2/3/2017

Vote by Mail or Paper Ballot Election

This Report reviews the costs and options of contracting with Davis County to manage the Centerville Municipal Election as a vote-by-mail hybrid election or to run our own election as a paper ballot election.

2017 Centerville Municipal Election Administration

VOTE BY MAIL OR PAPER BALLOT ELECTION

INTRODUCTION

At the City Council meeting held on January 17, 2017, the City Recorder and City Attorney recommended to the City Council that the City contract with Davis County for election administration and services for the upcoming 2017 municipal election. As previously reported, the County is only offering a vote-by-mail election this year for cities contracting with the County. If the City Council does not want to do vote-by-mail for the upcoming election, the City will be required to administer and run the election on its own. The City Council requested Staff to research cost estimates for running our own election. Based on the data and the reasons set forth in this report, the City Recorder and City Attorney still recommend the City Council approve the contract with Davis County to run the 2017 municipal election.

HISTORICAL ELECTION ADMINISTRATION

Pursuant to Utah law, municipal elections are held every two years in odd numbered years. General county and statewide elections are held every two years in even numbered years. The next upcoming municipal election is Tuesday, November 7, 2017. The City has been contracting with Davis County for at least the past decade to administer and manage our municipal elections occurring in odd numbered years. This includes that past five municipal elections held in 2007, 2009, 2011, 2013, and 2015. These past municipal elections have

*Davis County has
been administering
our elections for over
a decade*

2017 Centerville Municipal Election Administration

generally been administered by the County with election voting machines. These election voting machines are getting old and costly to replace. In addition, fewer companies are making and servicing these machines, including required software updates, due to the national trend to move to vote-by-mail. For these and other reasons, the County has decided to phase out their election voting machines and transition to vote-by-mail elections. The County has run the past two general county and statewide elections in 2014 and 2016 with a modified vote-by-mail approach. This hybrid approach provides a vote-by-mail ballot to all registered voters along with a reduced polling location option for walk-in voting on election day. Centerville has previously had two polling locations on election day for municipal elections at Jenny P. Stewart Elementary and Centerville Elementary. With a County run vote-by-mail hybrid municipal election, these two polling locations would be reduced to one polling location on election day at Centerville Elementary.

The Davis County vote-by-mail election administration is a hybrid approach which includes vote-by-mail as well as at least one polling location in Centerville on election day.

WHAT IT TAKES TO RUN AN ELECTION

In order to estimate the cost of administering our own election, we must first analyze what is involved in running an election. One may ask, "how difficult can it be to run an election?" This is a good question and one we think is answered by the response, "more difficult than you expect." Just getting our hands around the moving pieces to do the requested cost estimate has been a monumental task. We divided this analysis into two parts. The first part is identifying and understanding the tasks involved in administering the election. The second part is collecting and understanding voter election statistics so we know how many voters will need to be accommodated for the election. These two pieces are analyzed in the following sections.

"It's harder than you think to administer an election."

ELECTION ADMINISTRATION LAUNDRY LIST

In order to determine costs of running an election, we first analyzed the tasks involved in running an election. We based this analysis on the 2017 Municipal Election Checklist prepared by the Utah Municipal Records Association. This Election Checklist is provided as a separate document. The Election Checklist contains nearly ten pages of things to do. This list is not exhaustive and in talking with the County we have come to realize there are many other matters that must be addressed behind the scenes that are not listed on this task sheet. What we are fondly referring to as the “laundry list” of items necessary to run an election are summarized into the following elements and tasks. It should be noted that a number of the tasks on the list are already required to be performed by the City. These tasks the City will perform regardless of the election administration selected are noted with an asterisk.

- Publish notice of election and dates for filing of candidacy*
- Contact school districts to schedule use of buildings for polling locations
- Research and implement election law amendments from 2016 legislative session
- Monitor and implement election law amendments from 2017 legislative session
- Review and finalize voting precincts
- Prepare and send notice of election for military and overseas voters
- Schedule facilities for primary and general election night results
- Research and contract with vendor for electronic equipment (as applicable)
- Determine number of registered voters per voting precinct
- Determine number of poll workers
- Recruit poll workers
- Prepare declaration of candidacy and nomination petition forms*

- Prepare other candidate information packets*
- Administer candidate filings*
- Prepare and order voting district maps
- Publish poll worker recruitment notice
- Purchase ballot boxes and voting booths for primary and general elections
- Purchase vote here signs and flags for polling locations
- Appoint selected poll workers
- Prepare candidate list for primary election and send to Lt. Governor*
- Prepare ballot for primary election
- Bid and contract with printer for printing primary election ballots
- Publish list of candidates for primary election
- Monitor and handle any objections to candidate filing for primary election*
- Plan and administer candidate orientation*
- Transmit primary election ballots to military and overseas voters
- Monitor candidates' 200-word description for State website
- Research poll worker obligations and requirements
- Prepare and conduct poll worker training sessions
- Send out absentee ballots for primary election
- Mail sample ballot for primary election to Lt. Governor*
- Publish notice about electronic voting equipment (as applicable)
- Publish notice about early voting for primary election

- Send out campaign finance notices*
- Prepare precinct supplies for polling locations for primary election
- Drop off and pick up all voting booths, signs, & ballot boxes for primary election
- Publish notice of primary election
- Post campaign finance statements online*
- Pick up Official Registers from County for primary election
- Prepare electronic voting equipment (as applicable)
- Test electronic voting equipment (as applicable)
- Deliver ballots and supplies to poll managers for primary election
- Conduct Primary Election
- Count and publish results of absentee and provisional ballots for primary
- Contact any voter if absentee ballot has been rejected
- Determine provisional ballots numbers
- Post list of provisional ballots numbers to webpage*
- City Council canvass of primary election returns*
- Prepare and file copy of certified primary election report to Lt. Governor
- Mail notice to successful candidates from primary election*
- Send candidate list to programmer for ballot programming (as applicable)
- Prepare ballot for general election
- Send general election ballot to printer for printing
- Deal with any write-in candidate filings

- Transmit general election ballots to military and overseas voters
- Coordinate programming for election equipment testing (as applicable)
- Mail sample general election ballot to Lt. Governor and candidates*
- Send out absentee ballots for general election
- Publish notice about early voting for general election
- Send out campaign finance reminders*
- Put together precinct supplies for polling locations for general election
- Appoint poll workers for general election
- Administer early voting for general election
- Publish notice of general election
- Publish notice about electronic voting equipment test (as applicable)
- Assemble precinct packets and election supplies for general election
- Post campaign finance statements online*
- Prepare electronic voting equipment test (as applicable)
- Deliver ballots and election supplies to poll works for general election
- Drop off and pick up voting booths, ballot boxes, etc. to polling location
- Test equipment
- Administer General Election
- Count and publish absentee and provisional ballots received
- Pay poll workers
- Notify voters if absentee ballot has been rejected

- Prepare provisional ballot numbers
- Post list of provisional ballots numbers for general election*
- City Council canvass of general election results*
- Mail certificate of election and results to successful candidates*
- Publish certification of general election results
- Transmit Official Registers to County
- Final reminder on campaign finance statements*
- Seal and store official primary and general election returns for 22 months

REGISTERED VOTERS AND VOTER TURNOUT

In order to estimate the cost of running our own election, we next analyzed voter turnout statistics to know how many people are expected to vote in the municipal election and how many voters need to be accommodated. In considering whether to go with a vote-by-mail election or a paper ballot election, it is also helpful to understand past voter practices and turnout ratios. We analyzed the previous four elections, including the two municipal elections in 2013 and 2015, and the two county and statewide general elections in 2014 and 2016. There is generally greater voter turnout for the county and statewide general elections than there is for municipal elections. The highest voter turnout elections occur every four years for the presidential elections. For these past four elections, our registered voter count has varied from a low of 8,683 (2014) to a high of 9,815 (2013). Our voter turnout has varied from a low of 3,468 (2015) to a high of 8,740 (2016). Our municipal elections have averaged a 38% voter turnout rate, while the general elections have averaged a 72% voter turnout rate. This includes a record voter turnout rate of 90% for the 2016 presidential election.

*Centerville currently has 9,857
registered voters*

These registered voter and voter turnout figures are summarized in the following chart.

	Registered Voters	Votes Cast	Voter Turnout %
2013	9,815	3,757	38%
2014	8,683	4,619	53%
2015	8,837	3,468	39%
2016	9,655	8,740	90%

Of the votes cast in the previous recent elections, it is also important to understand when and how the voters voted. The following subsections describe the voter turnouts and selected means of voting for the 2013 and 2015 municipal elections and the 2014 and 2016 general elections.

2013 and 2015 Municipal Elections

In the 2013 and 2015 municipal elections, an average of 615 people voted by early voting. This means that approximately 17% of those that voted, voted by early voting. In the 2013 and 2015 municipal elections, an average of 685 voters voted by absentee ballot. This calculates out to about 19% of those that voted, voted by absentee ballot. Interestingly, approximately 20% of the City's registered voters are registered to vote by absentee ballot. This means that for each municipal election, we already send out 20% of our ballots by mail for absentee voting. For the 2013 and 2015 municipal elections, an average of 2,313 voters voted at the polling location on election day. This calculates out to about 64% of those that voted in these municipal elections voted at the polling location. In summary, for the last two municipal elections approximately 36% of voters voted early or by absentee mail in ballot and 64% of voters voted at the polling location. These two municipal elections are summarized in the graphs on the following pages.

In municipal elections about 64% of the voters vote at polling locations

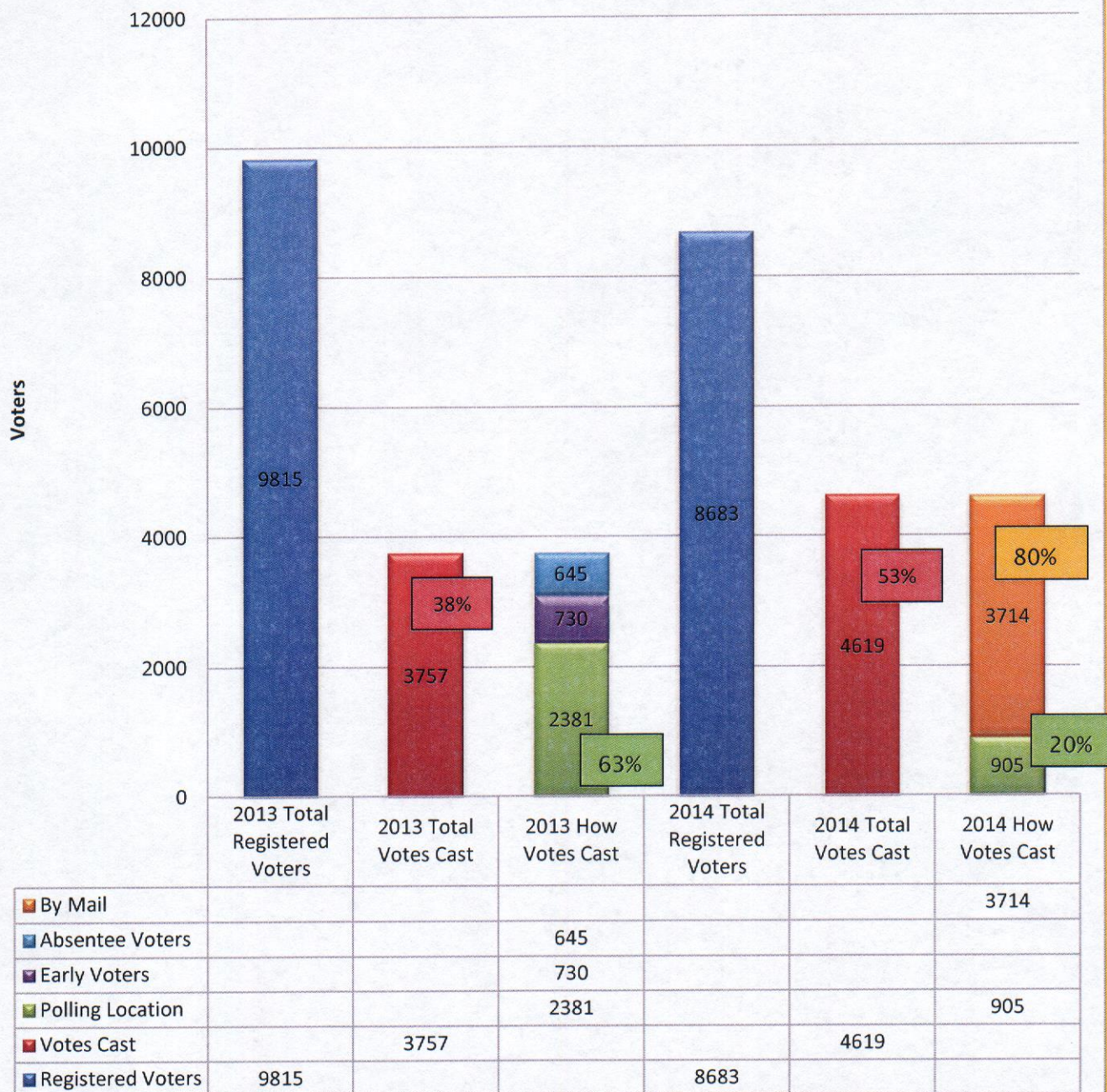
2014 and 2016 General Elections

For the 2014 and 2016 general elections, there are no early voting and no absentee voting calculations since these elections were conducted as vote-by-mail hybrid method and the early and absentee voting calculation are included in the by-mail calculations. The voters were given the option at these elections to either vote at a polling location on election day or to mail in their ballot. In the 2014 and 2016 general elections, an average of 5,600 voted by mail. This calculates to about 83% of those that voted in these general elections choose to vote by mail. By contrast, an average of 1,080 voted at the polls. This calculates to an average of 17% choosing to vote at the polls on election day. When given the choice between vote-by-mail or voting at the polling location under the County's hybrid election structure for the past two general elections, 83% choose vote-by-mail and 17% choose to go to the polls.

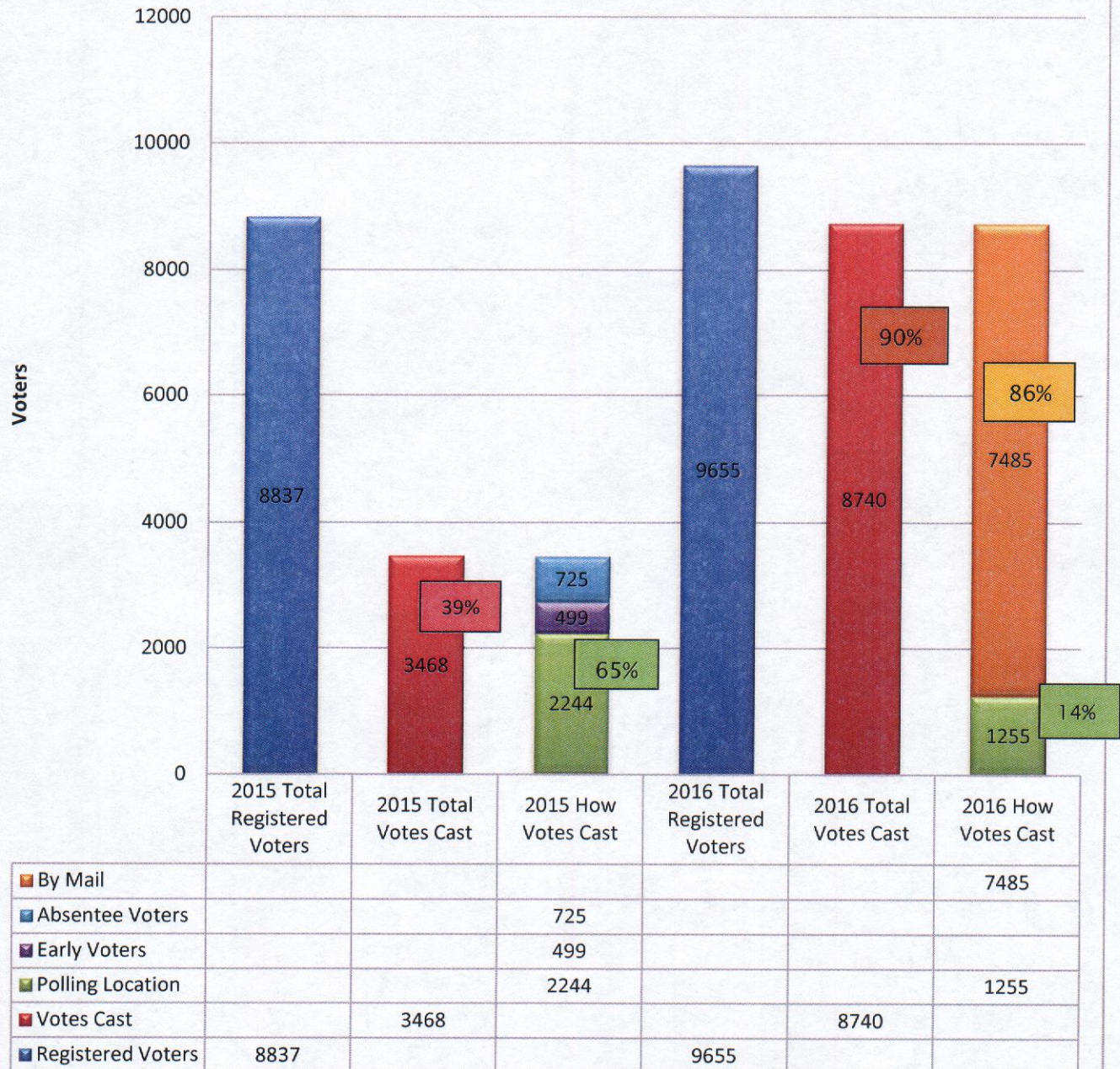
*In county and statewide general elections about 83% of the voters
vote by mail*

The past four elections results are reflected in the graphs on the next two pages.

General and Municipal Elections 2013 and 2014



General and Municipal Elections 2015 and 2016



2017 Municipal Election Voter Estimates

Based on the foregoing information, the County is estimating a total of 9,819 registered voters in Centerville for the 2017 municipal election. The total number of actual registered voters to date for the City is 9,857, but we have chosen to use the 9,819 to keep our election cost estimates similar to the County's numbers. The County is estimating a 45% voter turnout for the municipal election. While this voter turnout percentage estimate is higher than our previous two municipal elections, we agree with the County that it is best to plan for a few more than expected. For this reason, and to keep our estimates similar to the County's, we have used the same 45% voter turnout estimate. Thus, the total estimated number of voters for the 2017 municipal election is 4,419 voters. The County is estimating if we go with the vote-by-mail hybrid election, that 85% of our voters will vote by mail (3,756 voters) and 15% will vote at the polling location on election day (663 voters). With an all paper ballot, we need to adjust these numbers back to prior year categories of absentee, early and polling location classification to get the total estimated number of voters on election day. Based on the 2013 and 2015 municipal election averages and trends, we estimate that 18% of the voters will vote by absentee ballot. Another 18% will vote early. And the remaining 64% of the voters will vote at the polling location on election day. These totals are summarized in the following charts.

2017	Registered Voters	Estimated Votes	Estimated Turnout
	9,819	4,419	45%

Estimated Votes	Estimated Absentee	Estimated Early	Estimated Polling
4,419	795	795	2,828
	18%	18%	64%

For the 2017 municipal election, we would need to be prepared to mail out approximately 800 absentee ballots, accommodate 800 early voters, and accommodate 2,800 voters on election day.

ELECTION COST ESTIMATES

If the City runs its own election, we have the option of running a complete paper ballot election, a paper ballot read by optical scanner election, or a paper ballot and machine ballot election. The machine ballot election appears to have its own set of complications and requirements for testing, training, software updates, etc. and is not recommended for our first City run election. In addition, the machine ballot elections are more costly based on an estimated \$400 per machine rental rate. Thus, the following cost estimates are provided for a paper ballot with optical scanner election. Please note that we have only had two and a half weeks to research election requirements and to contact companies for estimates, so these estimates are truly estimates.

Task Per Election	Cost Estimate Per Item	Number of Items Required	Total Cost Per Election
Newspaper publication of Notice of Election – Davis County Clipper (1 / 4 page notice for primary and general election)	\$270	2	\$540
Newspaper publication of Election Results – Davis County Clipper (1 / 8 page notice for primary and general election)	\$135	2	\$270
Voting Booths for Two Polling Locations (would need at least 9 voting booths plus 1 ADA booth per polling location)	\$160–\$180 \$200–\$280	18 2	\$2,880– \$3,240* \$400–\$560*

2017 Centerville Municipal Election Administration

Ballot Boxes	\$110-\$130	4	\$440-\$520*
Packaged Cost for Printing Ballots/Printing and Handling Absentee Ballots/ Postage for Absentee Ballots/ Rental of Optical Scanner	\$9,655- \$12,722	1	\$9,655- \$12,722
Heavy Duty Vote Here Signs and Stands (2 at each polling location)	\$180	4	\$720*
Vote Here Signs and Stands for Early Voting (1 location at City Hall)	\$29	4	\$116*
Polling location supplies (pens, pencils, etc.)			\$100
Poll Worker Training (10 poll workers plus 2 alternates per election)	\$100	12	\$1,200
Poll Worker Wages (10 poll workers per election plus 2 alternates)	\$100	12	\$1,200
Total Out-of-Pocket Costs Per Election			\$17,521- \$21,188
City Recorder Staff Hours	\$24 / hour	200	\$4,800
Clerical Staff for Early Voting	\$16 / hour	120	\$1,920
Public Works/Parks Staff Hours (for pick-up and delivery of voting booths, signs, supplies, etc.)	\$18 / hour	50	\$900
City Attorney	\$53/ hour	160	\$8,480
Total Estimated Staff Costs Per Election			\$16,100**

* Items (totaling about \$4,500) may be re-used for subsequent elections.

** Staff time hourly rate estimates do not include benefits.

ADDITIONAL CONSIDERATIONS

As you can see, it appears that running our own election would cost more than contracting with the County to administer the election. Our estimates indicate it would cost us \$17,521 to \$21,188 to run our own election. The County proposal offers to provide these services for \$15,163. When you add in staff time to run our own election, the cost comparisons are even more contrasting. However, our recommendation to contract with the County is based on more than a cost analysis to run the election. We are concerned with cost, but more importantly, concerned with the legitimacy of the election, the ease of voting for the voters, possible creation of voter confusion going back and forth between vote-by-mail and paper ballots, and basically our lack of experience and resources to properly run the election. These additional considerations are discussed in more detail in the following sections.

VOTER EXPECTATION AND POSSIBLE CONFUSION

In the last 2016 presidential election, 90% of the registered voters in Centerville voted. This is an astounding voter turnout rate. Good for Centerville. At this election, voters were given an option to send in their ballot by mail or to show up to a polling place on election day. When given this choice, 7,485 voters from Centerville choose to vote by mail-in ballot. This is 86% of those that voted in the election. The other 14% choose to vote at the polling location on election day. These statistics indicate a preference of Centerville voters to vote by mail-in ballot. Many of these nearly 7,500 voters will likely be expecting a mail-in ballot for this year's municipal election. We do tend to be creatures of habit. In addition, changing back and forth from vote-by-mail to paper ballots may cause some voter confusion and frustration.

"More important than the cost estimates for running our own election is the fact that we lack the experience, expertise and resources to administer our own election."

ELECTION ADMINISTRATION EXPERIENCE

The City has been contracting with the County to run our elections for over a decade. There is currently no one on City staff that has administered or even participated in a City run election. The reality is we lack the experience, expertise and resources to administer our own election. As with anything new, such lack of experience increases the chance for mistakes. The County has a department and staff of more than eight full-time employees dedicated to election administration and management. These County employees work year-round to train, recruit, research and administer elections. For instance, the County has a full time employee dedicated to poll worker recruitment and training, another employee in charge of absentee ballots, and another dedicated to handle voter registration. If we were to run our own election, it would take an extraordinary amount of Staff time to research, train, prepare for, and administer our own election. It is estimated that this Staff time will exceed hundreds of hours. To put this into perspective, let's just talk about poll workers. Once recruited, we will be responsible for training the poll workers. In order to train the poll workers, we must first become knowledgeable enough ourselves to train the poll workers. Then, we would have to provide two or three different training sessions depending upon the duties and responsibilities of the different types of poll workers (such as poll manager, poll clerk, etc.). We will also need to review and understand what is needed to prepare and print the ballots as well as setting up and monitoring voting booths, sign in registers, etc.

CONCLUSION

It is possible to run our own election. It will cost the City more money to administer our own election than to contract with the County for such services. Regardless of cost, staff recommends contracting with the County to ensure the legitimacy of our election, to provide an easier and consistent voting practice for our voters, and to allow more appropriate use of staff time and resources to handle normal work load and job duties necessary for day-to-day operations.

Marsha L. Morrow
Centerville City Recorder

Lisa G. Romney
Centerville City Attorney

2017 Municipal Elections

Proposals

Centerville



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- Dates of supply delivery and pickup

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- Standard election expenses estimate

Introduction

The Davis County Clerk/Auditor's Office can provide administrative, technical and professional election services for the 2017 Municipal Elections. The scope of these services depends upon the administration option chosen by each city. Below you will find a brief explanation of each option.

Although this book focuses mainly on explaining costs and services for those cities that choose the By Mail System, it also contains important dates, costs, and other general information.

Administration Options

City Administered: With this option the city chooses to run their election using paper ballots (neither provided nor tabulated by the county). The County would provide printed official registers as required by state statute.

By-Mail system: With this option the city chooses to contract with the county to administer their election, providing a by mail ballot to all active registered voters (this is an optical scan ballot that is tabulated by the county). One polling location per city will be used with this option.

Important Dates

Below are important dates that affect each city regardless of which administration option they choose.

February 13, 2016

- Notify County which administration option is chosen.
 - Complete paper voting system
 - By-Mail

May 1, 2015

- Provide polling location(s) and assigned precincts – if using City Administered option
- Provide a list of races and any ballot issues

May 15, 2016

- Complete paper voting system
 - Provide # of check-ins (Official Registers)
- Complete electronic systems
 - Approve election plan (planned turnout, amount of equipment, number of poll workers)

June 8, 2016

- Notify county if a primary election will or will not be needed
- Provide a copy of each declaration of candidacy

Information provided will be displayed on the State and County websites.

Important Dates - Supplies

City Administered – City Recorder will pick up Official Registers. Registers will be available on or about the following dates.

Primary Election – July 28, 2016

General Election – Oct 20, 2016

Addendums will be printed as needed

By Mail – Election Day voting machines and basic poll supplies will be delivered to the polls on Wednesday, Thursday, or Friday before the election.

Poll workers will pick up remaining poll supplies from the County on Friday or Monday before the election.

Primary Election – Friday, Aug. 11th, 2:00pm to 5:00pm or

Monday, Aug. 14th, 8:00am to 12:00pm

General Election – Friday, Nov. 3rd, 2:00pm to 5:00pm or

Monday, Nov. 6th, 8:00am to 12:00pm

By Mail System – Included Services

Davis County will provide the following services to the cities/districts choosing to use a By Mail System.

- Voting equipment – machines and laptops
- Poll supplies
- Polling location management – contact, arrangements, etc.
- Poll workers:
 - Recruitment
 - Training
 - Reimbursement
- Election Day Support
- Complete By Mail ballot processing
 - Ballot and envelope setup
 - Mailing services, both outbound and inbound
 - Signature Verification
- Tabulation of election results – Includes sending electronic file to Lt. Governor's office
- Provisional ballot verification
- Canvass reports
- Election Returns Retention for 22 Months
- Publication in Newspaper of Notice of Election (just prior to Election) with Sample Ballots
- Publication in Newspaper of Election Results

By Mail System – City Responsibilities

Each city choosing to use a By Mail system will be responsible for the following items:

- Candidate filing
- Providing to the County:
 - Offices up for election
 - Candidate names & any ballot issues
 - Poll worker approval
- Ballot proof – review and certify the accuracy of the ballot and audio recording
- Notices – as required by law and for informational purposes for Candidate Filing and any other notices not listed in “Included Services”
 - Newspapers
 - Websites
 - Voters
- Canvass – Includes sending certification to Lt. Governor’s Office
- Candidate certificates

Election Name: Municipal General Election
 Election Date: November 2017

Voters per Machine	Expected to Vote Provisional
150	6%

01/06/17

Centerville City		Planned Turnout																								
Polling Locations	1	45 %																								
Precincts	11	Election Day Turnout	By Mail Turnout																							
Centerville Elementary - Courtyard		15%	85%																							
Assigned Precincts	Active Voters																									
CE01-11	9819																									
				Planned Turnout			Poll Workers							Laptops												
	Total	By Mail	Election Day	PM	TST	RC	ProvPBC	Hosts	Total	Check-in	Map	Machines	Carts													
	4419	3756	663	1	1	2	2		6	2	2	4	1													

2017 General
DAVIS COUNTY MUNICIPAL ELECTION EXPENSES
Estimate

Centerville City

Poll Workers Compensation Rates

20A-5-602(4)(b) Municipalities may not compensate higher than the county.			
	QTY	COST	TOTAL
Poll Manager (PM)	1	\$160.00	\$160.00
Training Course(s)	1	\$50.00	\$50.00
Review Training	0	\$10.00	\$0.00
Touch Screen Technician (TST)	1	\$160.00	\$160.00
Training Course(s)	1	\$35.00	\$35.00
Review Training	0	\$10.00	\$0.00
Receiving/Poll Book Clerk	2	\$135.00	\$270.00
Training Course(s)	2	\$35.00	\$70.00
Review Training	0	\$10.00	\$0.00
Provisional/Poll Book Clerk	2	\$135.00	\$270.00
Training Course(s)	2	\$35.00	\$70.00
Review Training	0	\$10.00	\$0.00
Host	0	\$125.00	\$0.00
Training Course(s)	0	\$25.00	\$0.00
Mileage	38	\$0.25	\$9.50
Alternate Poll Workers	1	\$232.50	\$15.50
		Sub Total	\$1,110.00

Shared with 15 cities

Poll Worker Recruitment and Training

Poll Worker Recruitment and Administration	6	\$8.00	\$48.00	Per Poll Worker
Training Creation and Preparation (includes equipment and preparation)	1	\$500.00	\$33.33	Shared with 15 cities
Poll Worker Handbook and Supplies	6	\$1.00	\$6.00	
Poll Worker Training (per person)	6	\$20.00	\$120.00	
Review Training (per person)	0	\$10.00	\$0.00	
		Sub Total	\$207.33	

Equipment

Touch Screen (TSX) Includes	4	\$75.00	\$300.00	(150 voters per machine, minimum of 3 machines per location)
Testing Pre and Post election				
Security Seals				
Canister, Label, and (1) Roll of Paper				(1 per machine)
Printer Housing				(1 per machine)
VIBS--Visually Impaired Ballot Station (Keypad & Headphones)				(1 per polling location)
Voter Access Cards				(4 per machine)
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WiFi Connection	1	\$40.00	\$40.00	
Laptop Computers, Programming, Pre/Post Test (includes Poll Books)	4	\$75.00	\$300.00	(if using electronic voter check in, 1 laptop per 500 voters)
		Sub Total	\$645.00	

Consumable Supplies

Paper Roll (for each additional)	0	\$1.00	\$0.00	(No charge for unused and returned paper rolls)
Canister Label	0	\$1.00	\$0.00	
Canisters	0	\$10.00	\$0.00	
Polling Location Supplies	1	\$35.00	\$35.00	(Forms, instructions, signs, stickers, pens, pencils, name tags, etc.)
		Sub Total	\$35.00	

Ballot Layout and Programming

Gems Programming/ Ballot Logic and Accuracy Testing - TSX & Optical Scan	11	\$800.00	\$44.22	Shared with 199 precincts
City/District set-up (cities/districts with new recorders/clerks)	0	\$75.00	\$0.00	
Memory Card Programming (per card)	4	\$15.00	\$60.00	
Audio Programming	1	\$50.00	\$50.00	
		Sub Total	\$154.22	

Election Services

Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared with 15 cities
Election Rovers (training & election day - per person)	5	\$500.00	\$178.57	Shared with 14 cities
Election Night Clerk Staff Support	1	\$1,400.00	\$53.33	Shared with 15 cities
Election Night Security	1	\$150.00	\$10.00	Shared with 15 cities
Election Night Ballot / Supply Return Teams	1	\$210.00	\$14.00	Shared with 15 polling locations
Rover Kits (each)	7	\$25.00	\$11.67	Shared with 15 cities
Rovers Training	1	\$400.00	\$25.67	Shared with 15 cities
Help Desk Set-Up	1	\$75.00	\$5.00	Shared with 15 cities
Help Desk Staff	1	\$450.00	\$30.00	Shared with 15 cities based on pre and post regular work day hrs.
Pre-Canvass Ballot Issues Audit, if needed	0	\$300.00	\$0.00	Shared with 0 cities
Canvass Preparation	0	\$150.00	\$0.00	Shared with 15 cities
		Sub Total	\$389.24	

Delivery and Pickup (machines & supplies at polls)

Delivery (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
Pickup (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
		Sub Total	\$69.00	

Election Night Counting - IT Services

TSX Counters	1	\$750.00	\$50.00	Shared with 15 cities based on # of hrs. -- election specific
		Sub Total	\$50.00	

By-Mail and Paper Ballots**Materials**

By-Mail Outer Envelopes	9819	\$0.10	\$932.81	
By-Mail Inner Return Envelopes	9819	\$0.09	\$883.71	
By-Mail Ballots	9819	\$0.28	\$2,749.32	
Paper Ballots - Election Day, Early Vote, Extra for Remakes, Late Absentee	175	\$0.28	\$49.00	
Test Deck Paper Ballots	1	\$175.00	\$11.67	Shared with 15 cities
Printed inserts for ID Requirements	1	\$80.00	\$5.33	Shared with 15 cities

Administration

Ballot set-up (per style)	1	\$1.00	\$1.00	
Database Setup for Ballots By IVS	1	\$500.00	\$33.33	Shared with 15 cities
Database Setup for Integravote (ballot insertion) By (IVS)	1	\$500.00	\$33.33	Shared with 15 cities
Ballot Preparation Assembly into Envelopes (each sent out)	9819	\$0.29	\$2,847.51	
Signature Verification and Tabulation Prep. (each returned)	3756	\$0.16	\$600.96	
Tabulation (each returned)	3756	\$0.15	\$563.40	

Postage

Freight to Salt Lake City for Non-Profit Rate Out-Bound	9819	\$0.03	\$252.80	Total freight / total Ballots = freight cost per each ballot
Postage Out-Bound	9819	\$0.11	\$1,080.09	Actual Postage
Postage In-Bound	3756	\$0.46	\$1,727.76	Actual Postage
		Sub Total	\$11,772.02	

Post Election

Provisional Verification (per hour)	3.08	\$25.00	\$77.00	
		Sub Total	\$77.00	

General Administration

Election Administration Support	1	\$45.00	\$45.00	
Clerk Staff (per-hour for any additional services)		\$25.00	\$0.00	
		Sub Total	\$45.00	

Additional Special Services

Election Notice in papers	1	\$5,123.00	\$341.53	Shared with 15 cities
Election Results in papers	1	\$4,011.52	\$267.43	Shared with 15 cities

Total Election Expense	\$15,162.78
Less District/County Expense	
Total City Expense	\$15,162.78

2017 ELECTION CHECKLIST

DATE	REQUIRED TASK	COMPLETED
February 1, 2017	On or before, publish a notice identifying the municipal offices to be voted on, and the dates for filing a declaration of candidacy; publish notice according to UCA 10-3-301	
March 2017	Review State Legislative Bills passed which involve elections	
<i>Suggested Date</i> April 3, 2017	Send letter to School District Superintendent about need to schedule building(s) for election before school year ends (optional)	
End of April 2017	Bring City Code into compliance with any changes, if necessary	
<i>Suggested Date</i> May 2017	Prepare Candidates Guide (Optional)	
<i>Suggested Date</i> May 1, 2017	Determine Consolidation of Voting Precincts UCA 20A-5-301	
May 8, 2017	Election officer shall have election notice prepared for military-overseas voters for their jurisdiction with all ballot propositions, federal, state and local offices expected to be on the ballot on the date of the election 100 days before election. UCA 20A-16-502 . <i>This notice is already created for the February 1st deadline; the election officer only has to provide this notice if a UOCAVA voter asks.</i>	
<i>Suggested Date</i> May 2017	Schedule Facility(s) for election night results -- both Primary & General Elections (Optional)	
<i>Suggested Date</i> May 2017	Coordinate with vendor for election equipment (if applicable)	
<i>Suggested Date</i> May 10, 2017	Schedule Polling Locations (School Principals, etc.)	
<i>Suggested Date</i> May 17, 2017	Send confirmation letter to Polling Locations (School Principals) that details the dates, times, and accommodations needed	
<i>Suggested Date</i> May 2017	Call County Clerk to get number of registered voters per voting precincts	
<i>Suggested Date</i> May 2017	Send cover letter and application to Poll Workers used in last County election (Get list from County) and last municipal election	
<i>Suggested Date</i> May 26, 2017	Coordinate with contacts about doing Meet the Candidates Night for the General Election (<i>optional</i>)	

DATE	REQUIRED TASK	COMPLETED
June 1, 2017	Candidate Filing Period Begins. Declaration of Candidacy Forms or Nomination Petition must be filed in person with the City Recorder UCA 20A-9-203. Recorder/Clerk shall adhere to requirements in UCA 10-3-301(2) regarding office hours during declaration of candidacy filing period.	
June 1, 2017	Send consolidation list and number of registered voters to printers (Suggested Date)	
June 1, 2017	Email the County a copy of the Consolidated Voting Districts (Suggested Date)	
Suggested Date June 1, 2017	Order large County Voting District Maps and Consolidated Voting District Maps	
Suggested Date June 2017	Put notice in newspaper - Poll Workers of Election Needed	
Suggested Date June 2017	Inventory Ballot Boxes, Flags, Voting Booths and Signs	
Suggested Date June 2017	Mail election Poll Worker letters (regular Poll Workers, supply Poll Workers, & alternate Poll Workers), Invitation to training, list of candidates, and list Poll Workers working with them as applicable)	
June 7, 2017	Candidate Filing Period closes UCA 20A-9-203	
June 7, 2017	Send Candidate list to Lt. Governor's Office. Election officer must use the master ballot position list (random selection) to determine the order in which to list the candidates on the ballot. UCA 20A-3-305 – You can find the 2016-2017 Master Ballot Position List at: https://elections.utah.gov/Media/Default/2016%20Election/2016-2017%20Master%20Ballot%20Position%20List.pdf	
June 7, 2017	Send Candidate list to County Clerk	
June 7, 2017	Send Candidate list to printer for ballot printing	
June 7, 2017	Publish list of Candidates nominated (<i>Immediately after the declaration period closes on June 7</i>) UCA 20A-9-203(8) & (9)	
June 12, 2017	Last day for submitting a written objection to a candidate filing – 5 days after end of declaration of candidacy. UCA 20A-9-203(11)(a)	
Suggested Date June 13- 15, 2017	Plan and prepare Candidates Orientation, including orientation packets and information. Order food for orientation (<i>if applicable</i>)	
Suggested Date June 15, 2017	Candidate Orientation Meeting	
June 30, 2017	Ballots must be transmitted to Military and Overseas voters that have requested a ballot (45 days before election) UCA 20A-16-403	

DATE	REQUIRED TASK	COMPLETED
July 3, 2017	Deadline for candidates to submit 200-word blurb for State website and voter information pamphlet (45 days prior to primary) UCA 20A-7-801(4)(a)(ii)	
July 3, 2017	Mail out Poll Worker training session letter to Poll Workers	
<i>Suggested Date</i> July 3, 2017	Prepare information packets and handouts for Poll Workers training (presentation summary, appointment cards, and poll workers instruction) <i>(optional)</i>	
<i>Suggested Date</i> July 6, 2017	Contact staff/parks supervisor/public works about getting assistance in booth, ballot box, and flag delivery <i>(optional)</i>	
<i>Suggested Date</i> July 6, 2017	Send reminder postcards to schools about primary election if primary is needed <i>(optional)</i>	
<i>Suggested Date</i> July 6, 2017	Check the list for precinct supplies and order anything needed. <i>(optional)</i>	
<i>Suggested Date</i> July 13, 2017	Poll Worker Training Session	
July 16, 2017	Last day a resident can establish residency <i>(30 days before primary)</i> UCA 20A-2-101	
July 17, 2017	Last day the County will accept <u>mail-in</u> voter registration forms for the Primary Election <i>(30 days before election)</i> UCA 20A-2-102.5(2)	
July 25, 2017	Absentee Ballots to be mailed 21 days before election day. UCA 20A-3-305(1)(b) NOTE: Absentee Ballots can be requested in person up through the <u>Thursday</u> before election day (August 10) UCA 20A-3-306(2) NOTE: If conducting an entire election by mail (absentee ballot) the election officer shall adhere to requirements in UCA 20A-3-302, 605	
July 25, 2017	Mail Sample Ballot for primary election to candidates and Lt. Governor's Office, also post in office <i>(seven days before the commencement of voting – early voting begins August 1, 2017)</i> UCA 20A-5-405	
<i>Submission Deadline</i> July 26, 2017 <i>Suggested Publication Date</i> July 28, 2017	Publish notice about electronic voting equipment test <i>(must publish at least 48 hours before test)</i> UCA 20A-4-104(1)(b)	
<i>Publication Date on or before</i> July 27, 2017	Publish notice about early voting – dates, times and locations <i>(five days before the date early voting begins)</i> UCA 20A-3-604	

DATE	REQUIRED TASK	COMPLETED
July 31, 2017	Election officer shall have election notice prepared for military-overseas voters for their jurisdiction with all ballot propositions, federal, state and local offices expected to be on the ballot on the date of the election 100 days before election. UCA 20A-16-502	
<i>Suggested Date</i> July 31, 2017	Mail reminder about Campaign Finance Statement deadline to candidates (<i>seven days before primary election</i>)—include additional forms. UCA 10-3-208	
July 31 or before	The governing body shall appoint three poll workers and an alternate for each polling place (<i>at least 15 days before the election</i>) UCA 20A-5-602	
July 31, 2017	Last day the County Clerk can register voters in office and online and voters may still vote early. UCA 20A-2-201, 206	
<i>Suggested Date</i> July 31, 2017	Put together precinct supplies for early voting (<i>optional</i>)	
July 31, 2017	<i>When using voting centers</i> - notify Lt. Governor's office of voting center designation and locations for election day UCA 20A-3-703	
August 1, 2017	Early Voting Begins UCA 20A-3-601 (<i>Optional early voting for fifth class municipality or town</i> - UCA 20A-3-605) NOTE: A municipality that administers an election entirely by absentee ballot is not required to conduct early voting for the election.	
<i>Suggested Date</i> August 1, 2017	Poll Worker Training Session #2 (<i>optional</i>)	
<i>Suggested Date</i> August 1, 2017	Publish Notice of Election (Date, Time, Locations, Voting Requirements, Sample Ballot) (<i>must publish at least 2 days before election</i>) UCA 20A-5-405(1)(j)(iii) UCA 20A-5-101	
<i>Suggested Date</i> August 7, 2017	Send staff/parks supervisor/public works the delivery sheets for election equipment (<i>optional</i>)	
August 8, 2017	Each candidate who will participate in the municipal primary shall file a campaign finance statement with the recorder/clerk no later than seven days before the primary election. UCA 10-3-208(3)(b)	
	Select prec canvass team (<i>optional</i>)	
<i>Suggested Date</i> August 8, 2017	Begin assembling the precinct packets (election supplies) (<i>optional</i>)	
August 8, 2017	Last day a voter may register at County Clerk's office and vote in Primary Election. They cannot vote early. UCA 20A-2-201	
August 8, 2017	Last day a voter may register <u>online</u> and vote in the Primary Election. They cannot vote early. UCA 20A-2-206	
August 10, 2017	Post Campaign Finance Statements online - Send link to Lt. Governor's office UCA 10-3-208	
<i>Suggested Date</i> August 10, 2017	Poll Worker Training Session #3 (<i>optional</i>)	

DATE	REQUIRED TASK	COMPLETED
<i>Suggested Date</i> Before August 10, 2017	Toward the end of early voting, have the poll workers begin the list per precinct of all early voters (<i>optional</i>)	
August 10, 2017	Pick up Official Registers from County if available (<i>not statutory date; to be delivered by noon on the day before the election</i>) UCA 20A-5-205	
August 10, 2017	Last day to request Absentee Ballot in person (<u>Thursday</u> before election day) UCA 20A-3-306(2)(a)(i)	
August 11, 2017	Last day to vote early UCA 20A-3-601	
<i>Suggested Date</i> August 11, 2017	Prepare for electronic voting equipment test	
August 14, 2017	Put Early Voting and Absentee Voters lists in with election supplies (<i>not statutory date</i>)	
August 14, 2017	Deliver voting booths; deliver ballot boxes before noon on the day before election UCA 20A-5-407	
August 14, 2017	Electronic voting equipment test	
August 14, 2017	Deliver ballots and election supplies to each Poll Managers/Workers UCA 20A-5-406	
August 15, 2017	Primary Election Day UCA 20A-1-202	
August 16, 2017	Pick up voting booths, boards, ballot boxes, flags and signs from polling locations	
August 16, 2017	On the day after the election, the election officer shall determine the number of absentee and provisional ballots received at that time and shall make that number available to the public. UCA 20A-3-309 UCA 20A4-202	
August 16 - 28, 2017	On each day, beginning on the day after the election and ending on the day before the date of the canvass, the election officer shall publicly release the results of all absentee and provisional ballots counted on that day. UCA 20A-3-309	
	Conduct prec canvass with 5 member committee (<i>optional</i>)	
<i>Suggested Date</i> August 17 - 28, 2017	Recorder/clerk to review results of prec canvass, identify problem areas, get answers to questions, and prepare memorandum to council of all differences noted and changes made	
August 22, 2017	Election officer shall notify a voter if the voter's absent-ballot has been rejected and specify the reason for the rejection, no later than seven days after election day UCA 20A-3-308 (5)(a)	
August 22, 2017	Post list of Provisional Ballots numbers to the <i>webpage (requirement for county clerk, optional for municipality)</i> UCA 20A-6-105.5	
August 29, 2017	City Council canvasses election returns from Primary UCA 20A-4-301-304 UCA 20A-16-408 states that a military-overseas ballot is valid if it is received up through 13 days after the election. With that in mind if there are outstanding military ballots a city really cannot canvass until 14 days after the date of election.	

DATE	REQUIRED TASK	COMPLETED
August 29, 2017	File a copy of the certified report of the election results with the Lieutenant Governor (<i>within 14 days after the date of the election</i>) UCA 20A-4-304	
August 30, 2017	Mail successful candidates each a Certificate of Nomination UCA 20A-4-304(2)(c)(ii)	
August 30, 2017	Publish Certification of Primary Election UCA 20A-4-304(2)(c)(iii)	
<i>Suggested Date</i> August 30, 2017	Send candidate list to programmer for ballot programming	
<i>Suggested Date</i> August 29 - 31, 2017	Send candidate list to printer for ballot printing	
September 5, 2017	If a municipality is subject to a ballot proposition - Arguments for or against a ballot proposition – an eligible voter shall file a request with the election officer at least 65 days before the election. UCA 20A-7-402	
September 5, 2017	Last day a legislative body can officially approve (via resolution) and submit a ballot proposition for inclusion on the general election ballot UCA 20A-6-106	
September 8, 2017	Last day a write-in candidate can file, 60 days before the general election. UCA 20A-9-601	
September 8, 2017	Deadline for municipal General Election candidates to submit 200-word blurb for State website and voter information pamphlet (60 days prior to general election) UCA 20A-7-801(4)(a)(ii)	
September 14, 2017	Candidates who were eliminated at the primary election must submit a financial disclosure report 30 days after the primary election UCA 10-3-208(3)(d)	
September 22, 2017	Ballots must be transmitted to Military and Overseas voters that have requested a ballot (45 days before election) UCA 20A-16-403	
September 25, 2017	Rebuttal arguments for ballot propositions must be submitted to the election officer UCA 20A-7-402(3) & UCA 59-1-1604(3) . Election officer must send the arguments to the Lt. Governor's Office for inclusion on the State website.	
September 25, 2017	This is the first day that a voter information pamphlet may be sent to voters (if applicable) UCA 20A-7-402(7)(a)	
	Coordinate with programmer for electronic test date & time	
October 8, 2017	Last day a resident can establish residency (<i>30 days before election</i>) UCA 20A-2-101	
October 10, 2017	Deadline to have Sample Ballot emailed, mailed or faxed to the Lt. Governor's Office.	
October 10, 2017	Last day the County will accept <u>mail-in</u> voter registration forms for the General Election (<i>30 days before election</i>) UCA 20A-2-102.5(2)	
October 15, 2017	Last day that a candidate can withdraw (in writing) UCA 20A-9-203(12)	

DATE	REQUIRED TASK	COMPLETED
October 17, 2017	Absentee Ballots to be mailed 21 days before election day. UCA 20A-3-305(1)(b) NOTE: Absentee Ballots can be requested in person up through the <u>Thursday</u> before election day (August 6) UCA 20A-3-306(2) NOTE: If conducting an entire election by mail (absentee ballot) the election officer shall adhere to requirements in UCA 20A-3-302, 605	
October 17, 2017	Mail Sample Ballot for general election to candidates and Lt. Governor's Office, also post in office (<i>seven days before the commencement of voting – early voting begins October 24, 2017</i>) UCA 20A-5-405	
October 18, 2017	Last day a municipal legislative body can pass a resolution to cancel the election. UCA 20A-1-206(1)(c)	
<i>Publication Date on or before</i> October 19, 2017	Publish notice about early voting – dates, times and locations (<i>five days before the date early voting begins</i>) UCA 20A-3-604	
October 23, 2017	Last day to send out voter information pamphlets (if applicable) UCA 20A-7-402(7)(a)	
October 23, 2017	Last day the County Clerk can register voters in office or online and voters may still vote early. UCA 20A-2-201, 206	
October 23, 2017	<i>When using voting centers</i> - notify Lt. Governor's office of voting center designation and locations for election day UCA 20A-3-703 & 704	
<i>Suggested Date</i> October 24, 2017	Mail reminder about Campaign Finance Statement deadline to candidates (<i>seven days before primary election</i>)—include additional forms. UCA 10-3-208	
<i>Suggested Date</i> October 23, 2017	Put together Precinct Supplies for Early Voting (<i>optional</i>)	
October 23 or before	The governing body shall appoint three poll workers and an alternate for each polling place (<i>at least 15 days before the election</i>) UCA 20A-5-602	
October 24, 2017	Early Voting Begins UCA 20A-3-601 (Optional early voting for fifth class municipality or town - UCA 20A-3-605) NOTE: A municipality that administers an election entirely by absentee ballot, is not required to conduct early voting for the election.	
<i>Suggested Date</i> October 30, 2017	Publish Notice of General Election (Date, Time, Locations, Voting Requirements, Sample Ballot) (<i>must publish at least 2 days before election</i>) UCA 20A-5-405(1)(j)(iii) UCA 20A-5-101	
<i>Suggested Publication Date</i> October 30, 2017	Publish notice about electronic voting equipment test (<i>must publish at least 48 hours before test</i>) UCA 20A-4-104	

DATE	REQUIRED TASK	COMPLETED
October 31, 2017	Each candidate who is not eliminated in the municipal primary shall file a campaign finance statement with the recorder no later than seven days before the general election, and no later than 30 days after the general election. UCA 10-3-208(3)	
<i>Suggested Date</i> October 31, 2017	Send Staff/Parks Supervisor/Public Works the delivery sheets for election equipment <i>(optional)</i>	
<i>Suggested Date</i> Before October 31, 2017	Toward the end of Early Voting, have the poll workers begin the list per precinct of all early voters <i>(optional)</i>	
October 31, 2017	Last day a voter may register at County Clerk's office and vote in the General Election. They cannot vote early. UCA 20A-2-201	
November 1, 2017	Last day a voter may register <u>online</u> and vote in the General Election. They cannot vote early. UCA 20A-2-206	
<i>Suggested Date</i> Oct 30 – Nov 3, 2017	Begin assembling the precinct packets (election supplies)	
November 1, 2017	Pick up Official Registers from County if available <i>(not statutory date; to be delivered by noon on the day before the election)</i> UCA 20A-5-205	
November 1, 2017	Post Campaign Finance Statements online - Send link to Lt. Governor's office. UCA 10-3-208	
November 2, 2017	Last day to request Absentee Ballot in person (<u>Thursday</u> before election day) UCA 20A-3-306(2)(a)(i)	
November 3, 2017	Last day to vote early UCA 20A-3-601	
	Select prec canvass team <i>(optional)</i>	
<i>Suggested Date</i> November 3, 2017	Prepare for electronic voting equipment test	
November 6, 2017	Deliver ballots and election supplies to Poll Managers/Workers UCA 20A-5-406	
November 6, 2017	Electronic voting equipment test	
November 6, 2017	Deliver voting booths; deliver ballot boxes before noon on the day before election UCA 20A-5-407	
November 7, 2017	General Election Day UCA 20A-1-202	
November 8, 2017	Pick up voting booths, boards, ballot boxes, flags and signs from polling locations	
November 8, 2017	On the day after the election, the election officer shall determine the number of absentee and provisional ballots received at that time and shall make that number available to the public. UCA 20A-3-309 UCA 20A-4-202	

DATE	REQUIRED TASK	COMPLETED
November 8 – 20, 2017	On each day, beginning on the day after the election and ending on the day before the date of the canvass, the election officer shall publicly release the results of all absentee and provisional ballots counted on that day. UCA 20A-3-309	
<i>Suggested Date</i> November 8 – 15, 2017	Process Poll Worker vouchers	
	Conduct prec canvass with 5 member committee (<i>optional</i>)	
<i>Suggested Date</i> November 9 – 20, 2017	Recorder/clerk to review results of prec canvass, identify problem areas, get answers to questions, and prepare memorandum to council of all differences noted and changes made	
November 14, 2017	Election officer shall notify a voter if the voter's absent-ballot has been rejected and specify the reason for the rejection, no later than seven days after election day UCA 20A-3-308 (5)(a)	
November 14, 2017	Post list of Provisional Ballots numbers to the <i>webpage (requirement for county clerk, optional for municipality)</i> UCA 20A-6-105.5	
November 21, 2017	City Council canvasses election returns from General Election UCA 20A-4-301-304 <u>UCA 20A-16-408</u> states that a military-overseas ballot is valid if it is received up through 13 days after the election. With that in mind if there are outstanding military ballots a city really cannot canvass until 14 days after.	
November 21, 2017	File a copy of the certified report of the election results with the Lieutenant Governor (<i>within 14 days after the date of the election</i>) UCA 20A-4-304	
November 22, 2017	Mail Certificate of Election form and Final Election Results to successful Candidates UCA 20A-4-304	
November 22, 2017	Publish Certification of Results of General Election UCA 20A-4-304 (2)(c)(iii)	
November 22 – December 1, 2017	Transmit the checked official registers to the county clerk (<i>within 10 days of after the canvass</i>) UCA 20A-4-305	
<i>Suggested Date</i> November 23, 2017	Mail final reminder--IF NEEDED--to any candidates who have not turned in their Campaign Finance Statement	
December 7, 2017	Deadline for Campaign Finance Statements for candidates in the General Election (<i>30 days after the election unless municipality has adopted their own ordinance</i>) UCA 10-3-208	
	Official election returns are to be kept sealed and in a safe place for 22 months UCA 20A-4-202(2)	
December	Conduct City Council Elect Orientation	
December	Make Invitations and Programs for Oath of Office Ceremony	
December	Send Invitations to Councilmembers-Elect for Oath of Office Ceremony	
December	Notify Press of Oath of Office Ceremony	

DATE	REQUIRED TASK	COMPLETED
December	Order refreshments for Oath of Office Ceremony <i>(optional)</i>	
January 2, 2018 or as soon thereafter as practical	Oath of Office Ceremony	
January 2018	Destroy 2015 Nonpermanent election documents	

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 7

Short Title: Mayor's Report

Initiated By: Mayor Cutler

Scheduled Time: 8:10

SUBJECT

- a. Community Foundation activities re Law Enforcement Week in May
- b. Recreation District loan for Community Park expansion
- c. Meeting with County re property on 100 South Street
- d. Meeting with County re foothills recreation planning

RECOMMENDATION

Mayor Cutler will report on these various matters.

BACKGROUND

- a. The Centerville Community Foundation Board is raising funds for several activities to say "thanks" to police officers during National Law Enforcement Week, May 14-20, 2017. The number and extent of activities will depend on donations received.
- b. Mayor Cutler and/or Councilwoman Fillmore will report on the status of the effort to secure a loan from the South Davis Recreation District for the Community Park Expansion Project.
- c. Mayor Cutler will report on a recent meeting with Davis County officials about the County-owned property on 100 South.
- d. Mayor Cutler will also report on a recent meeting with County officials about working together to plan and develop recreational uses on the foothills, including mountain bike trails.

ATTACHMENTS:

Description

- Aerial Photo of 100 South Property

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 8.

Short Title: City Manager's Report

Initiated By: City Manager

Scheduled Time: 8:30

SUBJECT

- a. Consider potential work sessions re cemetery analysis, General Plan amendment and UTOPIA
- b. Online service to obtain accident reports
- c. Sidewalk & Trees survey of Council members
- d. 1250 West connector road

RECOMMENDATION

Allow City Manager to report on this matters. The Council may want to discuss and provide direction regarding the next steps in the process of developing policy about trees in the public rights-of-way.

BACKGROUND

- a. The City Manager recommends the following work sessions:
 - February 21, 5:30 p.m. -- Analysis by City Engineer regarding how to create more burial spaces on west slope of cemetery. Notice of work session would be mailed to adjacent property owners.
 - March 21, 5:30 p.m. -- Meet with UTOPIA Executive Director to get an update and discuss UTOPIA projects, issues, etc.
 - April 4 or 18 at 5:30 p.m. -- Discuss Pages Lane redevelopment potential, options, etc.
- b. The City Manager will inform the Council of the possibility of the Police Department making accident reports available via an online service.
- c. The Council members responded to a questionnaire from staff about sidewalks and trees. Those results will be compiled and provided to the Council upon Jake Smith's return to work on February 6. The City Manager will be seeking direction from the City Council--either in this meeting or a later meeting--about the process to develop policy about trees in the public rights-of-way.
- d. The City Manager will report on a recent meeting with landowners about the possible extension of 1250 West.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 9.

Short Title: Open and Public Meetings Training - City Attorney

Initiated By: City Attorney

Scheduled Time: 8:50

SUBJECT

RECOMMENDATION

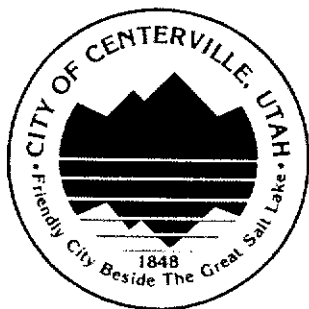
BACKGROUND

The City Council is required by law to receive annual training regarding the requirements and provisions of the Utah Open Meetings Act. The City Attorney has prepared the two attached written handouts regarding open and closed meetings and will provide additional training for the City Council. Also attached is a copy of the Open and Public Meetings Act audit compliance worksheet prepared by the Office of the Utah State Auditor for use in annual local government audits.

ATTACHMENTS:

Description

- ☐ Open Meetings-Handout
- ☐ Closed Meetings-Handout
- ☐ Open Meetings-Audit Questions
- ☐ Open Meetings PowerPoint



CENTERVILLE CITY ATTORNEY'S OFFICE

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Centerville, Utah 84014
801.335.8842

OPEN AND PUBLIC MEETINGS ACT

The Utah Legislature has adopted the Open and Public Meetings Act (Open Meetings Act), as set forth in *Utah Code Ann. §§ 52-4-101, et seq.* The Open Meetings Act applies to all administrative, advisory, elected, appointed and legislative public bodies of the City, including the City Council, Planning Commission, Board of Adjustment, and other boards and committees of the City. As a matter of public policy, the Utah Legislature has declared that the State and all of its entities and political subdivisions exist to aid in the conduct of the public's business. As such, the purpose of the Open Meetings Act is to ensure that the City takes its actions and conducts its deliberations regarding the public's business openly. By law, the Mayor is required to ensure that the members of the City Council receive annual training on the Open Meetings Act. This means you will be seeing and hearing about open meetings from the City Attorney (or more talented and engaging personalities) every year.

Every Meetings Is Public (Unless Closed for Reasons Allowed by Law)

Every meeting of the City Council shall be open to the public unless such meeting is closed for legitimate reasons provided by law. Meetings include regular meetings, special meetings, executive sessions, work sessions, field trips or other meetings of the City Council where a quorum of its members is present and the purpose of the meeting is to discuss or take action on matters within the City Council's jurisdiction. A quorum of the City Council is defined by statute as three members, excluding the mayor. A chance meeting of a quorum of the City Council or a social event, such as the annual City dinner, does not constitute a "meeting" under the Open Meetings Act so long as the members of the City Council do not discuss or act upon matters of public business at the party. Lawful reasons to go into a closed session are summarized in a separate handout on Closed Meetings.

Public Notice

In order to provide the public with an opportunity to attend and participate in the public's business, the City is required to give at least 24 hours public notice of each meeting of the City Council. This public notice must include the agenda for the meeting and the date, time and place of the meetings. The City must also provide public notice at least once each year of the City Council's annual meetings schedule. Public notice of the annual meetings schedule and the 24 hour notice of each meeting requires: (1) posting written notice at City Hall; (2) posting notice on the Utah Public Notice Website; and (3) providing notice to at least one local newspaper or local media correspondent. The City is encouraged to develop and use additional electronic means to provide notice of its meetings, which Centerville does by providing notice of all of its meetings on the City website. The City also provides public electronic access to all of its City Council meeting agendas and packet information through Novus as found on the City website. Other noticing requirements apply to various applications under Centerville City Ordinances in addition to notice required under the Open Meetings Act.

Written Minutes and Recordings

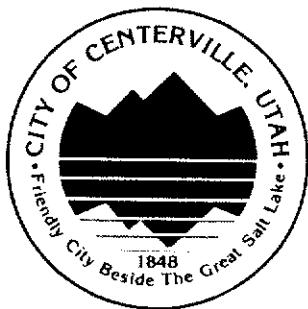
Except otherwise provided by law, written minutes and a recording shall be kept of all open meetings of the City Council. Written minutes are not a verbatim transcript of the meeting but should include the substance in brief of the discussions of the Council and any testimony or public comment. The minutes must also include a record, by individual member, of each vote taken by the City Council. Approval of minutes by City Council shall comply with the City's Minutes Approval Policy. Pending minutes, approved minutes and the recording of an open meeting are public records. Pending minutes of the City Council must be made available to the public within 30 days after holding the meeting. Approved minutes of the City Council must be posted to the Utah Public Notice Website within 3 days after approval. The recording of an open meeting of the City Council must be available to the public within 3 business days after the meeting. Although not required by law, the City also posts audio recordings of City Council meetings on the Utah Public Notice Website. Written minutes from open meetings, once approved by the City Council, are the official record of the meetings and are generally retained permanently by the City Recorder. The Council should make sure the minutes properly reflect the actions taken by the Council.

Electronic Meetings

The City Council may hold electronic meetings, such as conference call or video conferencing, in accordance with the City's Electronic Meeting Policy. In general, there must be an anchor location for the electronic meeting (usually City Hall), and there must be sufficient facilities and technology available at the anchor location to allow all participants of the meeting the ability to communicate with the members of the City Council, and so that each member of Council can communicate with all participants and other members. As extra noticing and facility set up is required for electronic meetings, it is requested that Council members provide sufficient advanced notice to staff of the need for an electronic meeting.

Fun Rules

- A work session or executive session of the City Council that is held on the same day as a regularly scheduled public meeting of the Council is required to be held at the same place as the regular meeting (unless otherwise allowed by law); i.e. you can't have your work session at Dairy Queen.
- The City Council must list the proposed agenda topics and items for discussion and action by the Council. Each agenda item must be listed with reasonable specificity to notify the public as to the topics to be considered at the meeting.
- The City Council should avoid talking about matters that are not listed on the agenda and is prohibited from taking final action on any matter that is not listed on the agenda or included with the advance public notice of the meeting.
- Recordings of open meetings must be a complete and unedited record of all portions of the open meeting; i.e. you can't stop and start the recording to exclude discussions.
- You don't have to make a recording of an open meeting that is a site visit or traveling tour so long as no vote or action is taken by the City Council during the site visit or travelling tour.
- Notice requirements may be disregarded to consider matters of an emergency or urgent nature if the City gives the best notice practicable. Check with City Attorney for applicable requirements.
- Council members should not send emails or texts to other members of the Council when the Council is convened and Council members should avoid creating an electronic meeting through group email chats.
- Anyone can independently record all or any part of an open meeting so long as the recording does not interfere with the conduct of the meeting.
- Members of the City Council who knowingly or intentionally violate the Open Meetings Act may be guilty of a class B misdemeanor.



CENTERVILLE CITY ATTORNEY'S OFFICE

250 North Main Street
Centerville, Utah 84014
801.335.8842

CLOSED MEETINGS

The Utah Legislature has adopted the Open and Public Meetings Act (Open Meetings Act), as set forth in *Utah Code Ann.* §§ 52-4-101, *et seq.* The Open Meetings Act applies to all administrative, advisory, elected, appointed and legislative public bodies of the City, including the City Council, Planning Commission, Board of Adjustment, and other boards and committees of the City. Under the Open Meetings Act, all meetings of the City Council shall be open to the public unless lawfully closed for reasons permitted by law.

Lawful Reasons to go into a Closed Meeting

Pursuant to *Utah Code Ann.* § 52-4-205, the City Council may only go into a closed session for the following reasons:

- ⇒ Discussion of the character, professional competence, or physical or mental health of an individual;
- ⇒ Strategy sessions to discuss pending or reasonably imminent litigation;
- ⇒ Strategy sessions to discuss the purchase, sale, exchange, or lease of real property, including any form of a water right or water shares, if public discussion of the transaction would: (i) disclose the appraisal or estimated value of the property under consideration; or (ii) prevent the City from completing the transaction on the best possible terms;
- ⇒ Discussion regarding deployment of security personnel, devices or systems; and
- ⇒ Investigative proceedings regarding allegations of criminal misconduct.

Procedures to go into a Closed Meeting

In order to go into a closed session, a quorum of the City Council must be present at an open meeting for which notice has been provided. Two-thirds of the members of the City Council present at the open meeting must vote to approve going into a closed meeting. The following information is required to be publicly announced and entered into the minutes of the open meeting when the closed meeting is approved: (1) the reason or reasons for holding the closed meeting; (2) the location where the closed meeting will be held; and (3) the vote by name of each member of the City Council either for or against the motion to go into a closed meeting.

Minutes and Recording.

Generally, the City is required to record all closed meetings and "may" keep detailed written minutes of such closed meetings. The recording of the closed meeting must be complete and unedited from commencement of the closed meeting through adjournment of the closed meeting. The recording and minutes of a closed meeting shall include: (1) the date, time, and place of the closed meeting; (2) the names of members present and absent; and (3) the names of all others present except where the disclosure would infringe on the confidentiality necessary to fulfill the original purpose of the closed meeting. If the City Council closes a meeting exclusively for the purpose to discuss the character, professional competence, or physical or mental health of an individual or to discuss deployment of security personnel, devices or systems, a recording does not have to be made of the closed meeting so long as the person presiding signs a sworn statement affirming that the sole purpose for closing the meeting was to discuss such exempted topics.

Additional Restrictions

A closed meeting is only allowed if each matter discussed in the closed meeting is permitted under Section 52-4-205. Thus, just because the Council closes a meeting for a lawful reason, does not mean Councilmembers can then talk about anything and everything they want in that closed meeting. The Council's discussion is limited to the lawful reasons for which the Council voted to go into the closed meeting. No ordinance, resolution, rule, regulation, contract, or appointment may be approved in a closed meeting. The City Council is also prohibited from interviewing a person applying to fill an elected position or discussing the character, professional competence, or physical or mental health of a person whose name has been submitted for consideration to fill a midterm vacancy or temporary absence under Title 20A regarding vacancies in elected offices.

Challenges and Enforcement

The Attorney General and the County Attorneys of the State are authorized to enforce the provisions of the Open Meetings Act. A person denied a right under the Act may commence suit in court to compel compliance with the Act, to enjoin violations of the Act, or to determine the Act's applicability to discussions or decisions of the City Council. The court may award attorneys' fees and court costs to a successful plaintiff. In a challenge to the legality of a closed meeting held by the City Council, the court shall review the recording or written minutes of the closed meeting *in camera* and decide the legality of the closed meeting. If the judge determines that the Council did not comply with the Act regarding closed meetings, the judge shall publicly disclose or reveal from the recording or minutes of the closed meeting all information about the portion of the meeting that was illegally closed. If the judge determines that the Council did comply with the Act in going into the closed meeting, the judge will dismiss the case without disclosing or revealing any information from the recording or minutes of the closed meeting.

Criminal Penalties

In addition to any other penalty provided in the Open Meetings Act, any member of the City Council who knowingly or intentionally violates or knowingly or intentionally abets or advises a violation of any of the closed meeting provisions of the Act is guilty of a class B misdemeanor.

H. OPEN AND PUBLIC MEETINGS ACT

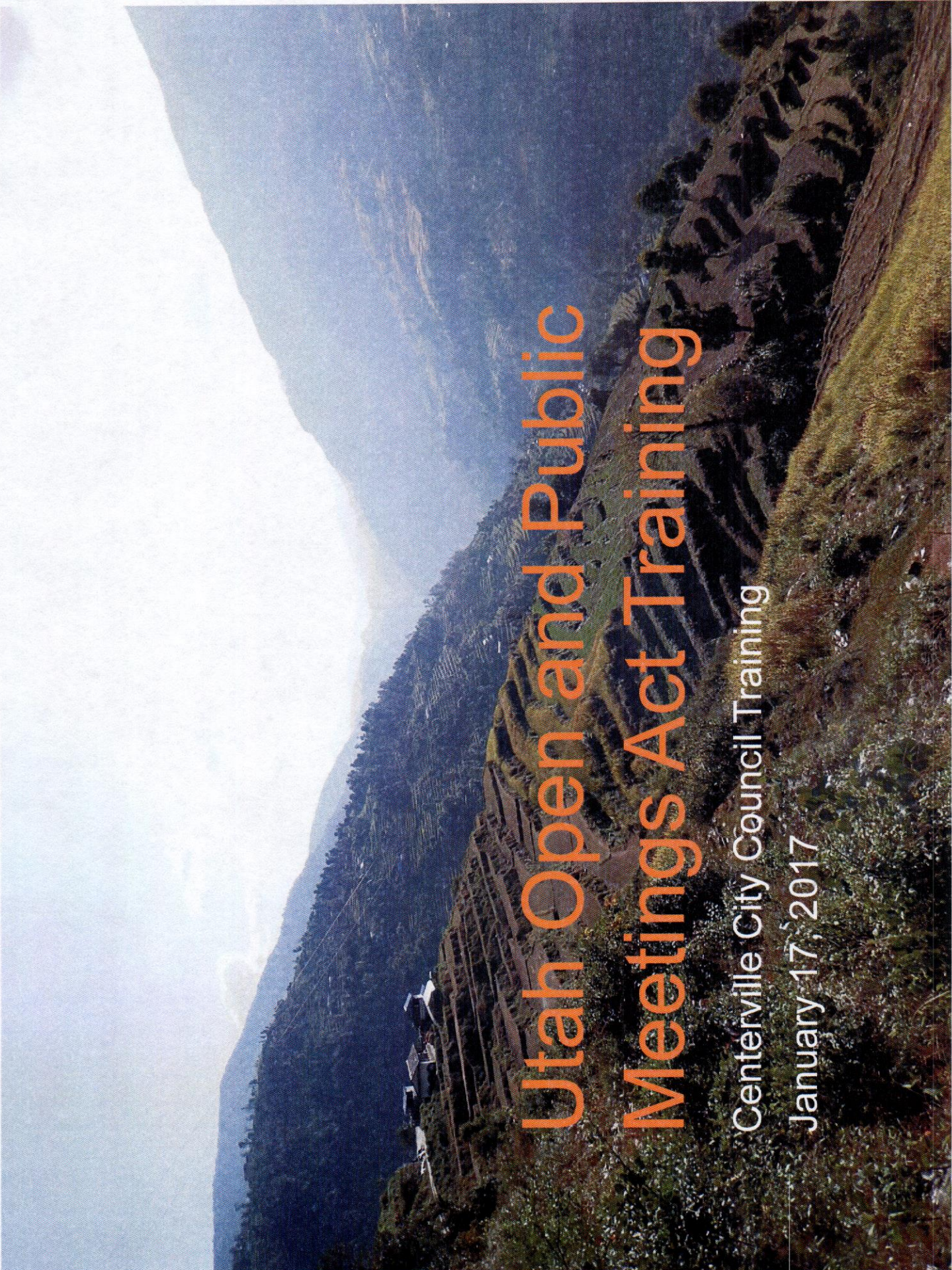
Legal Ref.	Appli- cable to:	AUDIT PROCEDURES	Performed by and Date	Workpaper Index
UCA 52-4-104	ALL	1. Through inquiry with officials of the entity and observation of meeting agendas, certificates or other relevant evidence, determine that the presiding officer of a governing body ensured that members of the governing body were provided with annual training on the requirements of open and public meetings.		
		2. Select and obtain the agenda and meeting minutes for two public meetings held during the year under audit and perform the following:		
UCA 52-4-202 (1)(b)(3)	ALL	a. Determine that the entity gave proper notice of the meeting at least 24 hours before each meeting by posting the notice on the Utah Public Notice Website.		
UCA 52-4-202 (6)(a)	ALL	b. Determine that the agenda was reasonably specific to enable lay persons to understand the topics to be discussed.		
UCA 52-4-202 (6)(c)	ALL	c. Determine that the public body did not take any final actions on a topic in the meeting unless the topic was listed under an agenda item.		
UCA 52-4-203 (4)(e)	C, M, and LEAs	d. Determine that within three days of the meeting minutes being approved, the minutes were posted to the Utah Public Notice Website. (Exception: Charter schools are required only to <u>make the meeting minutes available</u> to the public within three days of being approved.).		
UCA 52-4- 204(2)-(4)	ALL	e. If a portion of the meeting was closed to the public, determine that 1) before the meeting was closed, the reason for holding the closed meeting was documented in the meeting minutes and a roll call vote was taken, 2) the reason for closing the meeting was permitted under UCA 52-4-205, and 3) an audio recording of the closed meeting was made, or in the case of meetings closed to discuss issues noted in UCA 52-4-205(1)(a)(i)(f) or (2), the presiding person had executed a sworn statement that the sole purpose of the closed meeting was to discuss those issues.		

* C=County; M=Municipality (City/Town); D=Special Service or Local Districts; IL=Interlocal Entity;
LEA=Local Education Agency (School Districts and Operating Charter Schools, including charter schools organized as nonprofits)

Legal Ref.	Applicable to:	AUDIT PROCEDURES	Performed by and Date	Workpaper Index
UCA Towns: <u>10-5-106</u> thru <u>108</u> Cities: <u>10-6-110</u> , <u>113, 135</u> Districts: <u>17B-1-605</u> thru <u>607, 609</u> Counties: <u>17-36-9</u> , <u>10-1, 12</u> LEAs: <u>53A-19-101</u> thru <u>102</u> Interlocals: <u>11-13-509</u>	ALL (except charter schools)	3. Ensure that the entity provided the required notice for its original and final budget adoption hearing by reviewing the certified copy of the notice. a. Municipalities, counties, and districts are required to provide a 7-day notice. b. LEAs (except charter schools) are required to provide a 10-day notice. NOTE on charter schools: UCA 53A-1a-511(4)(e) exempts Charter Schools from UCA 53A-19-102 which requires LEA's to prepare and notice a budget. Effective May 10, 2016, while charter Schools will be required to prepare a budget in accordance with UCA 53A-19-102 (per SB239 in the 2016 Legislative general session), they are still <u>not required</u> to publish notice.		
UCA <u>52-4-201</u>	ALL	4. Determine if the governing board regularly holds "work meetings" before its regularly scheduled board meetings. If so, select two meetings and determine that notice and minutes requirements in step 2 were met if a quorum was present.		

CONCLUSION (adequacy of the controls, significant deficiencies/material weaknesses, and management letter comments)	Performed by and Date	Workpaper Index

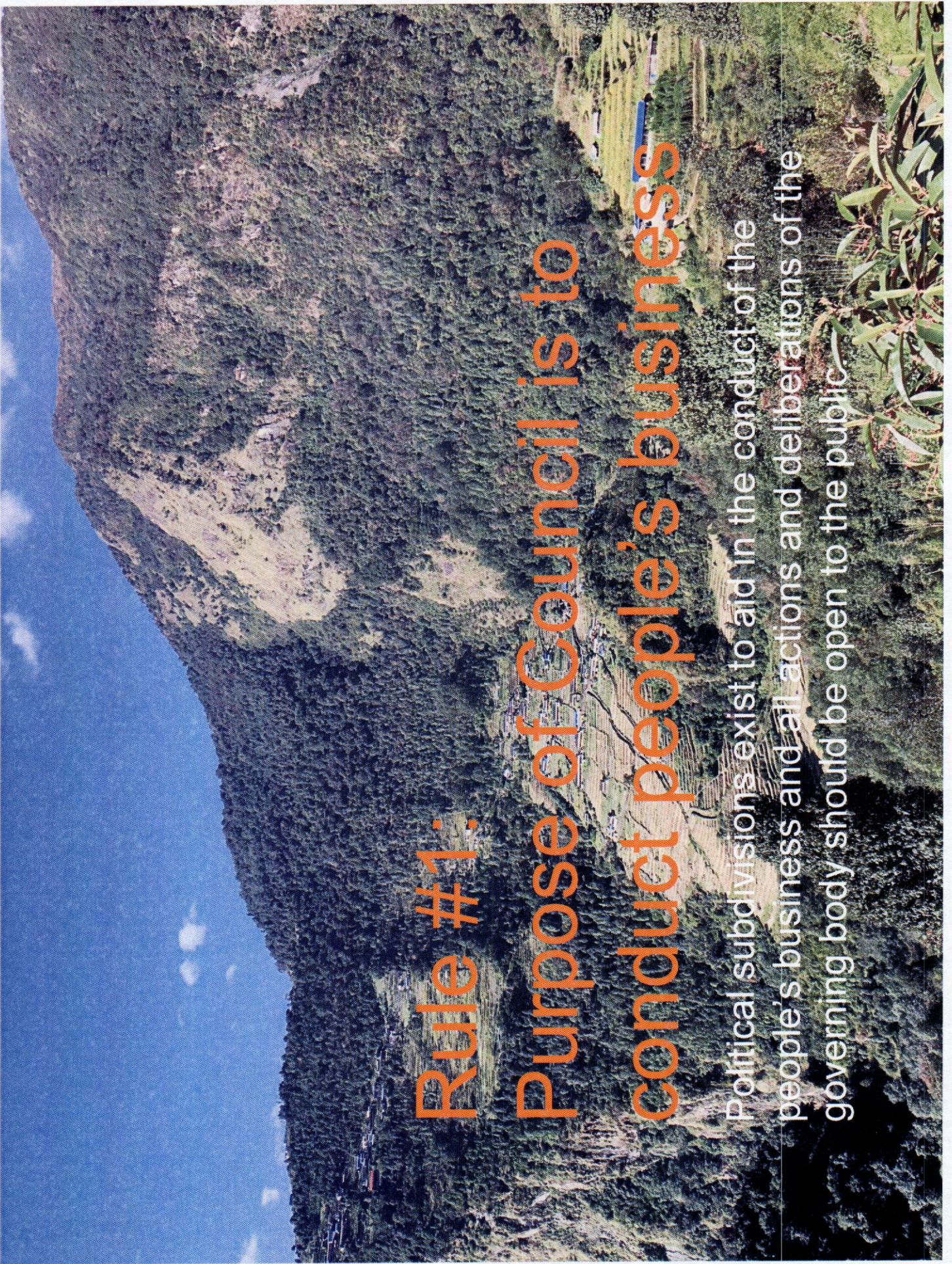
* C=County; M=Municipality (City/Town); D=Special Service or Local Districts; IL=Interlocal Entity;
LEA=Local Education Agency (School Districts and Operating Charter Schools, including charter schools organized as nonprofits)



Utah Open and Public Meetings Act Training

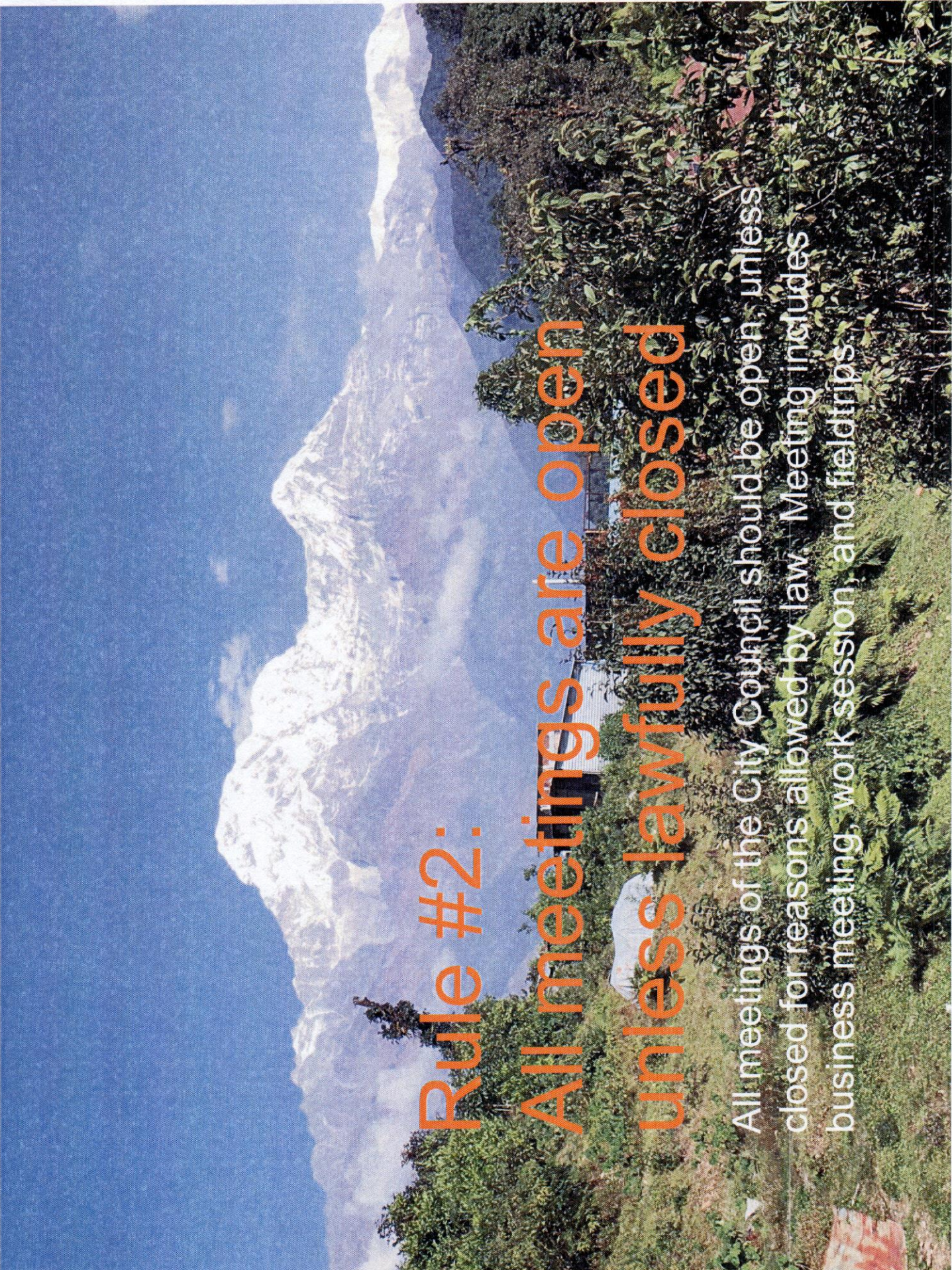
Centerville City Council Training

January 17, 2017

A scenic landscape photograph of a mountain valley. In the foreground, there are terraced fields and a small village with several buildings. The middle ground shows a winding road and more terraced fields. The background features a large, steep mountain covered in dense green forest. The sky is blue with some white clouds. The text is overlaid on the image in a large, orange, sans-serif font.

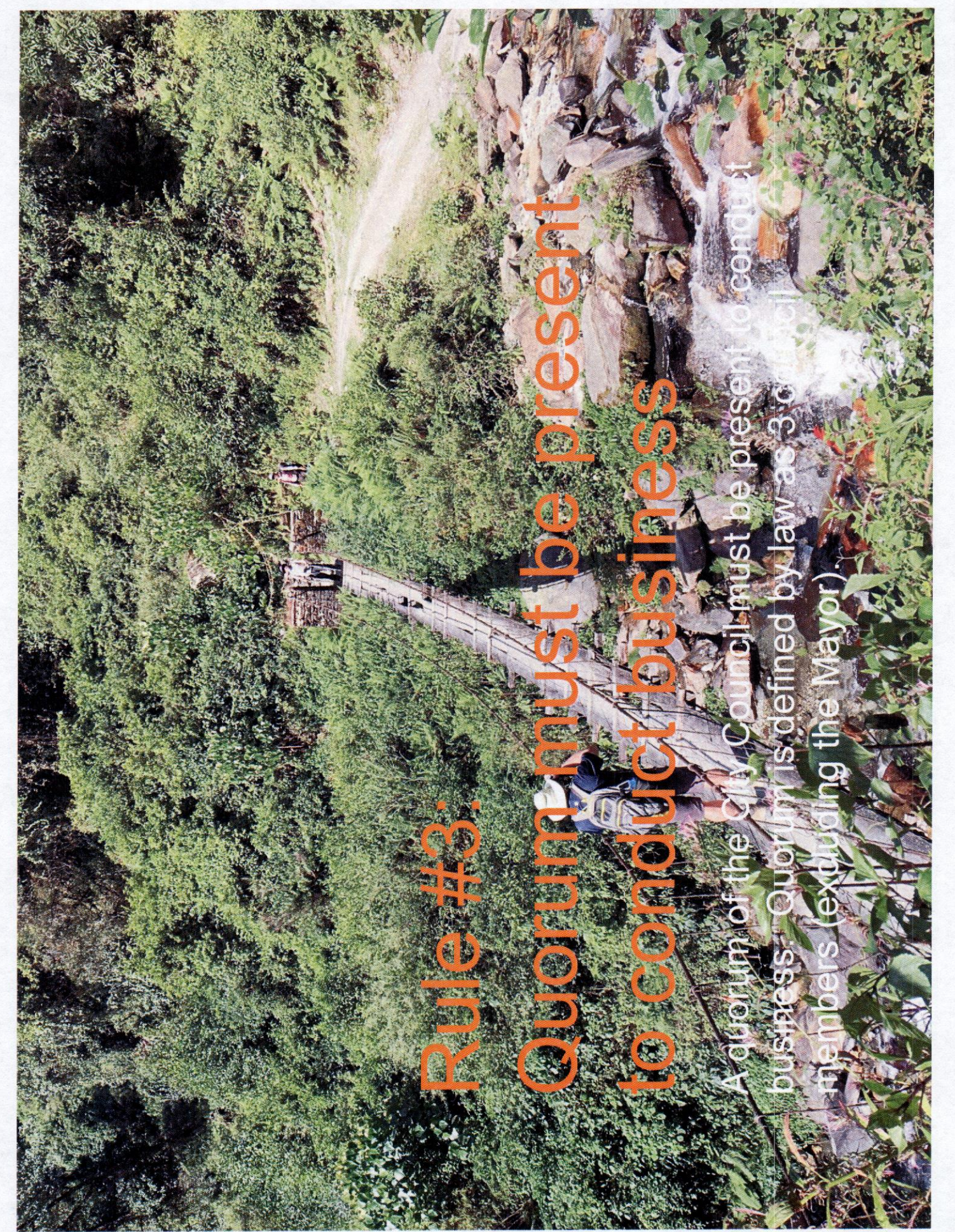
Rule #1: Purpose of Council is to conduct people's business

Political subdivisions exist to aid in the conduct of the people's business and all actions and deliberations of the governing body should be open to the public



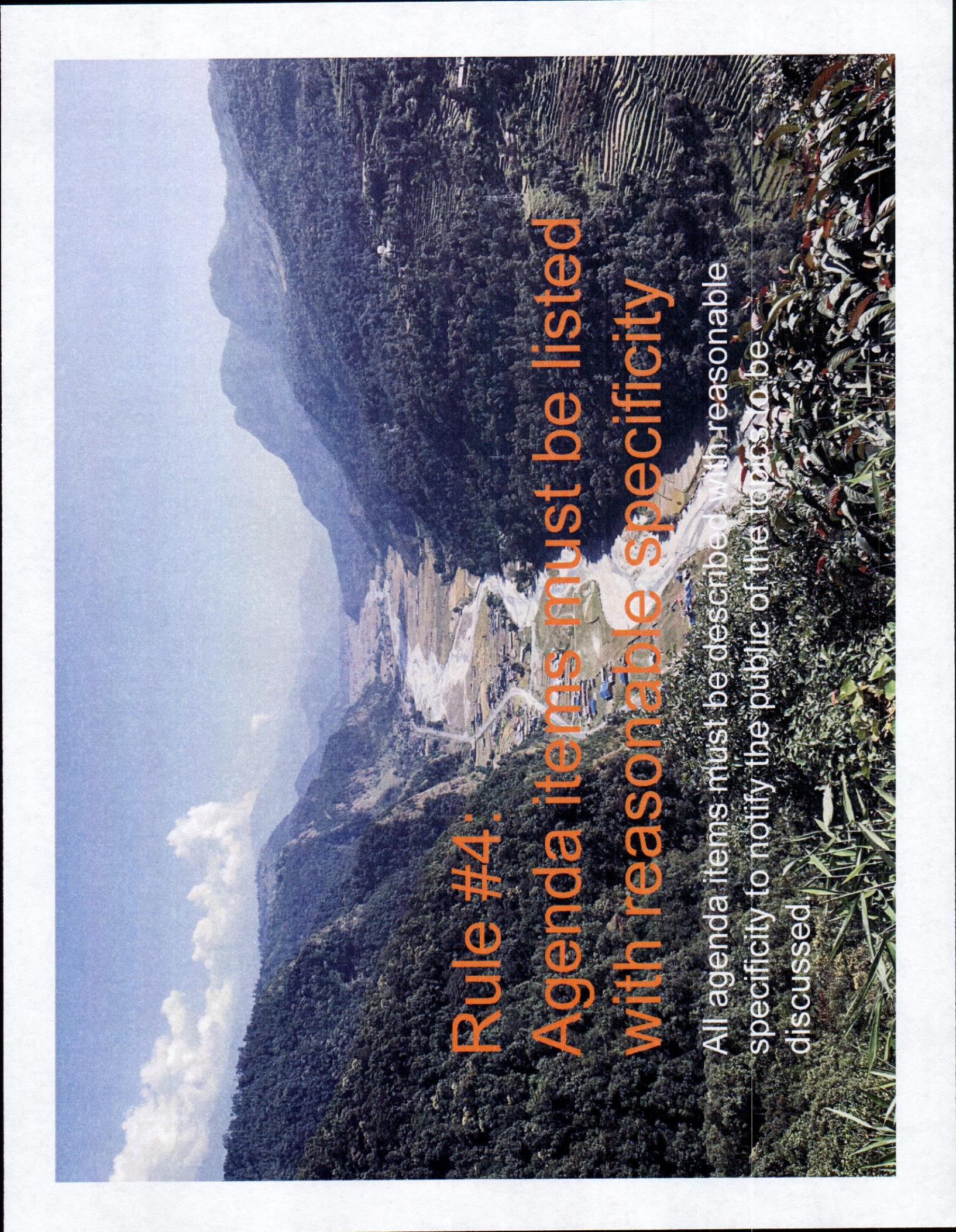
Rule #2: All meetings are open unless lawfully closed

▶ All meetings of the City Council should be open, unless closed for reasons allowed by law. Meeting includes business meeting, work session, and fieldtrips.



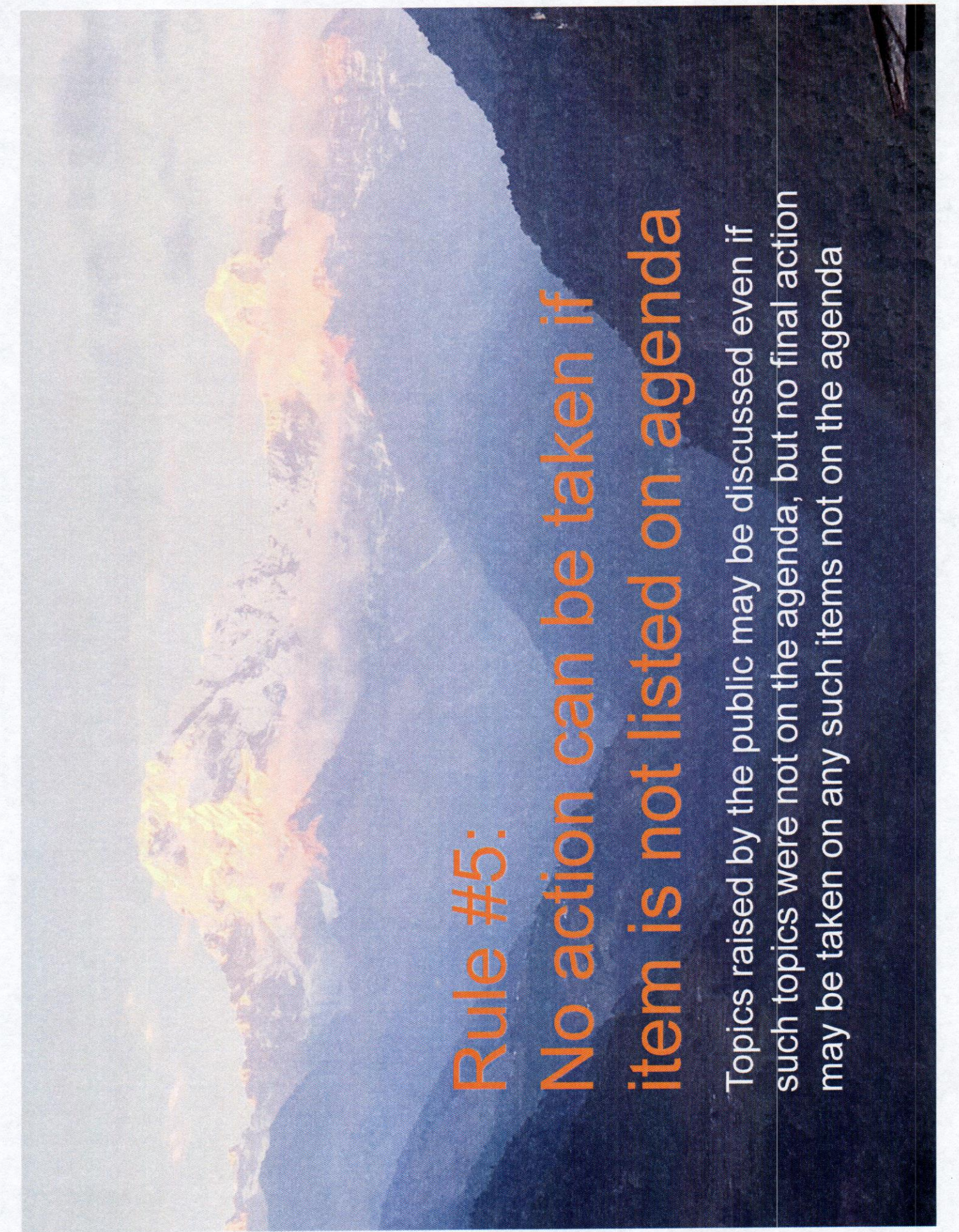
Rule #3: Quorum must be present to conduct business

A quorum of the City Council must be present to conduct business. Quorum is defined by law as 3 council members (excluding the Mayor).

A scenic landscape photograph of a mountain valley. In the foreground, there are lush green terraced fields. A river flows through the middle ground, surrounded by dense green forest. In the background, more mountains are visible under a blue sky with some clouds. The overall scene is peaceful and natural.

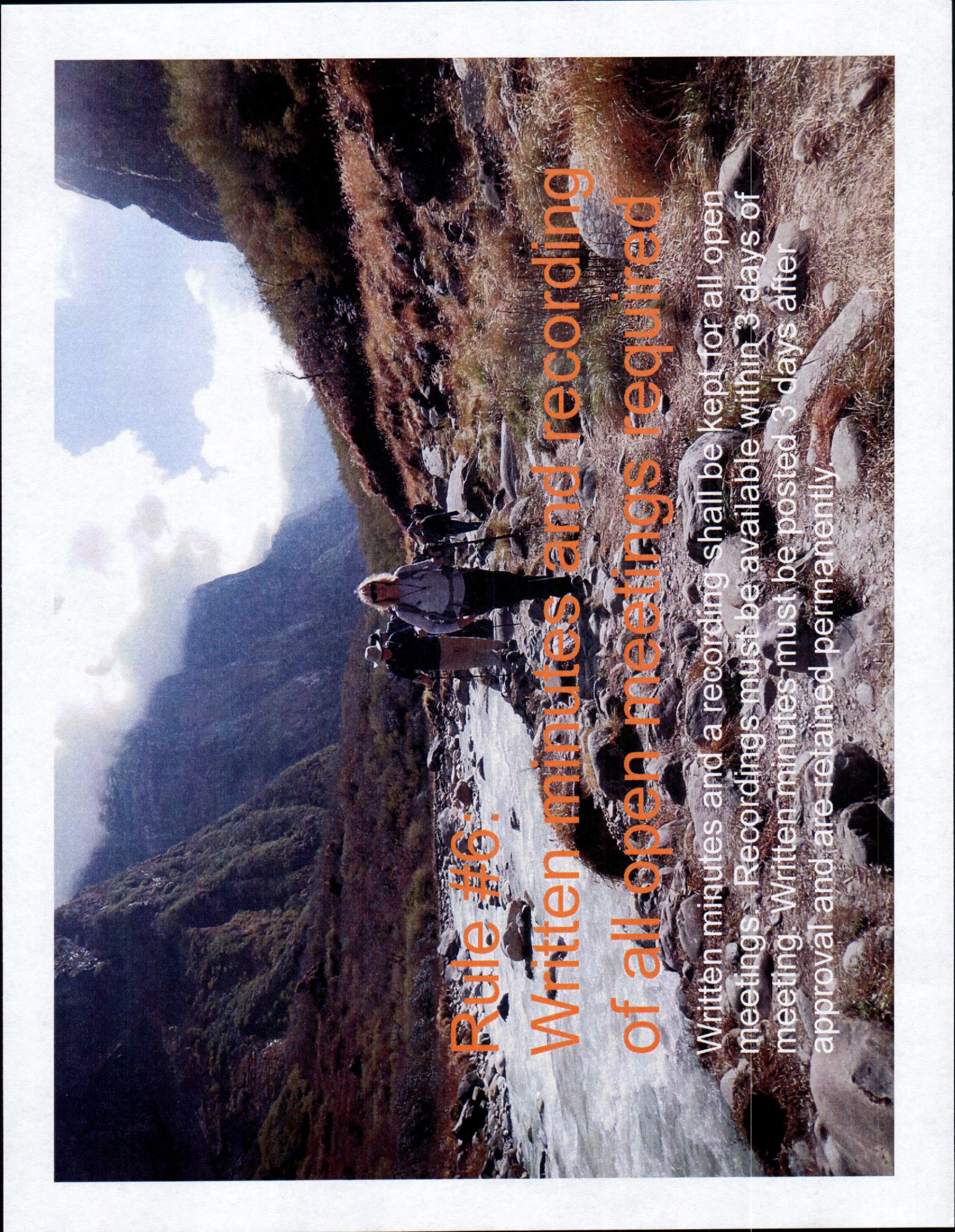
Rule #4: Agenda items must be listed with reasonable specificity

All agenda items must be described with reasonable specificity to notify the public of the topics to be discussed.



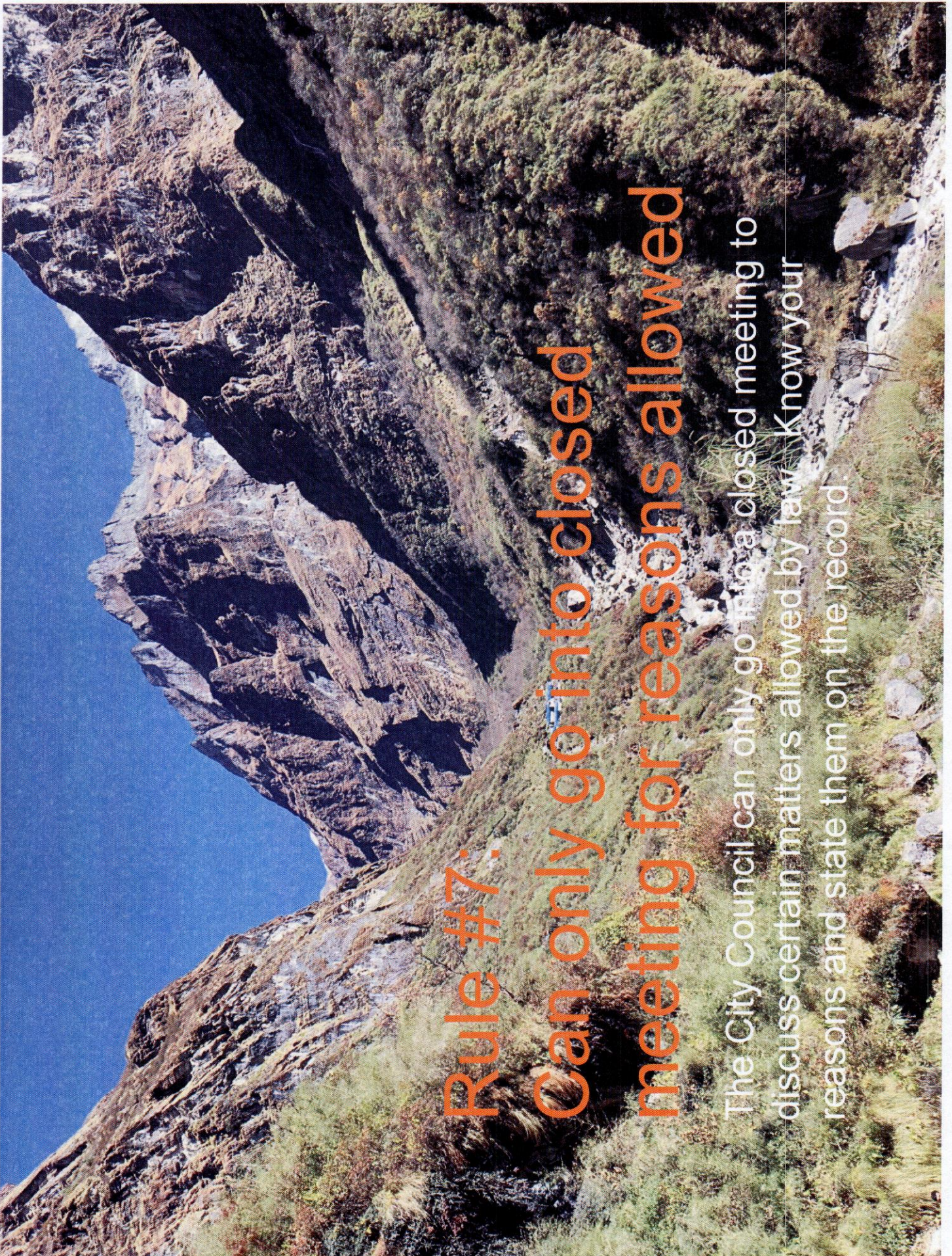
Rule #5: No action can be taken if item is not listed on agenda

Topics raised by the public may be discussed even if such topics were not on the agenda, but no final action may be taken on any such items not on the agenda

A scenic landscape photograph of a mountain valley. In the foreground, a rocky riverbed flows through the center. Two hikers are standing on the rocky bank, looking towards the river. The background features steep, rugged mountains under a sky with scattered white clouds. The overall tone is natural and adventurous.

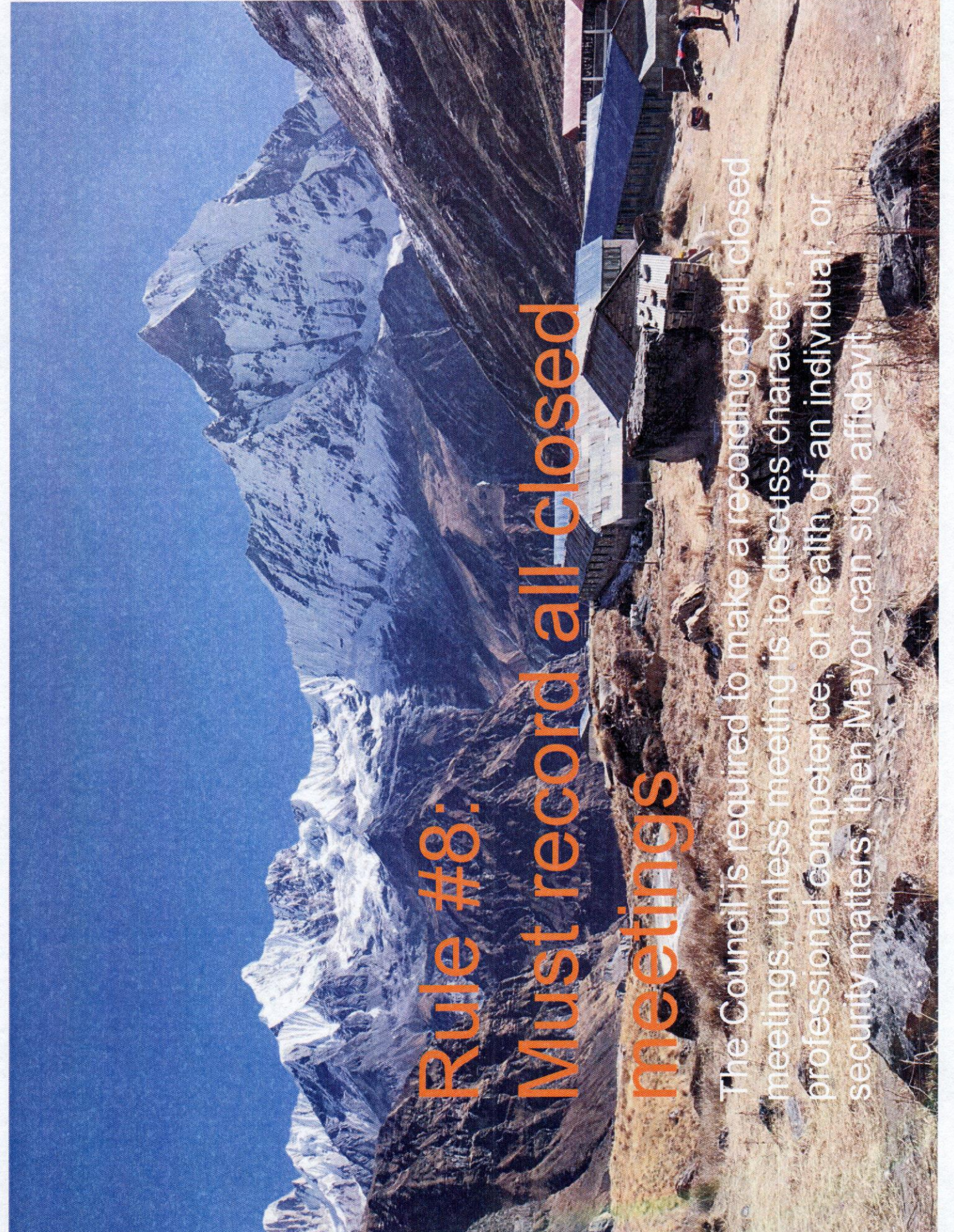
Rule #6: Written minutes and recording of all open meetings required

Written minutes and a recording shall be kept for all open meetings. Recordings must be available within 3 days of meeting. Written minutes must be posted 3 days after approval and are retained permanently.

A scenic photograph of a mountain valley. In the foreground, there are green, grassy slopes. A winding road leads down into a valley where a small town is visible. The background features steep, rocky mountains under a clear blue sky. The text is overlaid on the right side of the image.

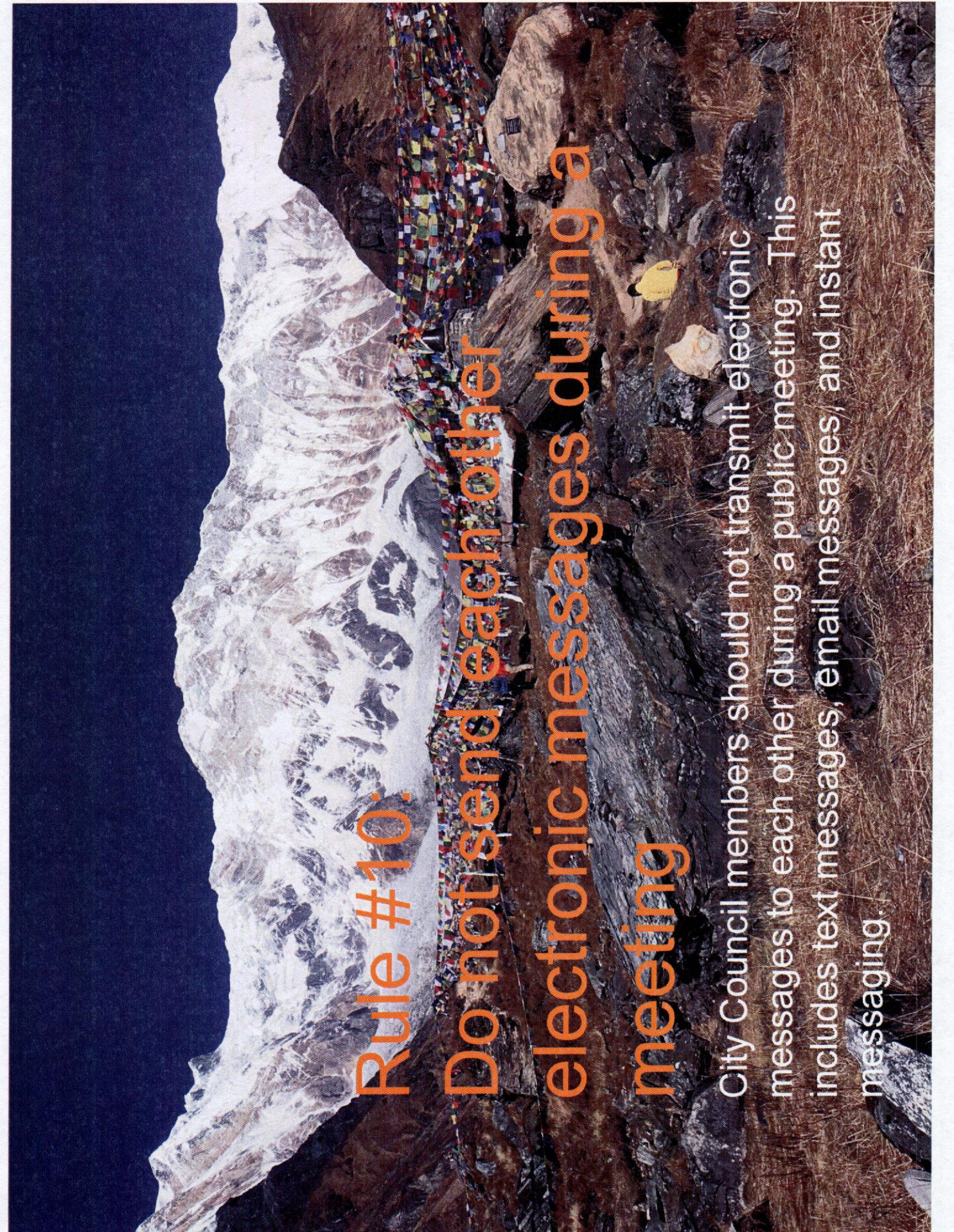
Rule #7: Can only go into closed meeting for reasons allowed

The City Council can only go into a closed meeting to discuss certain matters allowed by law. Know your reasons and state them on the record.



Rule #8: Must record all closed meetings

The Council is required to make a recording of all closed meetings, unless meeting is to discuss character, professional competence, or health of an individual, or security matters; then Mayor can sign affidavit

A photograph of a snowy mountain peak with a person in a yellow jacket standing on a rocky path in the foreground. The text is overlaid on the image.

Rule #10: Do not send each other electronic messages during a meeting

City Council members should not transmit electronic messages to each other during a public meeting. This includes text messages, email messages, and instant messaging.



just

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 10.

Short Title: Miscellaneous Business

Initiated By: City Manager

Scheduled Time: 9:10

SUBJECT

- a. Voting members of ULCT Legislative Policy Committee

RECOMMENDATION

- a. Appoint a Council Member to exercise the City's third vote on the ULCT's Legislative Policy Committee.

BACKGROUND

- a. Each member city of the Utah League of Cities and Towns is allowed to have three voting members on the Legislative Policy Committee, as follows:

- One member representing the Mayor
- One member representing the City Council
- One member representing City staff

Mayor Cutler and the City Manager currently fill two of these slots, but there is still one slot available for the City Council.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 11.

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

Initiated By:

Scheduled Time: 9:15

SUBJECT

RECOMMENDATION

The agenda allows for the possibility of a closed meeting, if needed.

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No. 12.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

Mayor Cutler may recommend appointments to City boards/committees.

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
2/7/2017**

Item No.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- Monthly Building Report for January 2017



Steve Thacker
City Manager

Centerville City Building & Safety Department

655 North 1250 West, Centerville, Utah 84014

Monthly Building Report for January 2017

Construction Type	# of Permits		YTD Structures		Average Home Cost		Construction Valuation	
	Month	YTD	# Units	# Bldgs	Month	YTD	Month	YTD
Single Dwellings	0	0	0	0			-	-
Duplexes / Town Homes	5	5	5	1			1,026,104.00	1,026,104.00
Apartments	0	0	0	0			-	-
Addition/Alteration/Repair	2	2					41,945.00	41,945.00
Power/Mech	5	5					-	-
Signage	1	1					100.00	100.00
Commercial/Tenant Finish	4	4					165,614.00	165,614.00
Detached Structure/Gar	0	0					-	-
Demolition	0	0					-	-
Pool	0	0					-	-
Miscellaneous	4	4					85,024.00	85,024.00
Total Permits Issued:	21	21					Total Permitted Valuation: 1,318,787.00	1,318,787.00

Building Permit Related Revenues	Monthly		YTD Comparison	
	January 2017	YTD 2017	January 2016	YTD 2016
BUILDING	13,951.30	13,951.30	5,405.04	5,405.04
PLAN CHECK	2,172.26	2,172.26	1,117.11	1,117.11
ELECTRICAL	66.00	66.00	198.00	198.00
PLUMBING			-	-
MECHANICAL	264.00	264.00	132.00	132.00
GRADING			-	-
STATE SURCHARGE	142.79	142.79	47.65	47.65
WATER DEV.	5,065.00	5,065.00	1,013.00	1,013.00
WATER CONNECTION			-	-
WATER METER	1,175.00	1,175.00	235.00	235.00
STORM DRAIN			-	-
FIRE IMPACT	2,355.00	2,355.00	471.00	471.00
PARK IMPACT	10,285.00	10,285.00	2,057.00	2,057.00
DRIVE APPROACH	175.00	175.00	35.00	35.00
BOND	5,000.00	5,000.00	2,000.00	2,000.00
SPECIAL IMP DIST/REC			-	-
ENGINEERING			-	-
TV INSPECT DRAINS			-	-
LANDSCAPING BOND			-	-
Total Permit Related Revenues:	\$40,551.35	\$40,551.35	\$12,710.80	\$12,710.80