CENTERVILLE CITY

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

Incorporated in 1915

interoffice MEMORANDUM

to:	Mayor Cutler City Council
cc:	Department Heads Planning Commission
from:	Steve H. Thacker, City Manager S. Thacker
subject:	City Manager's Summary of December 6, 2016 Council Meeting
date:	December 2, 2016

5:30 <u>**RDA/ACB Meeting**</u> - The Centerville Redevelopment Agency (RDA) and Administrative Control Board (ACB) of the Davis Center for the Performing Arts will meet at 5:30 p.m. to conduct the following business:

a. New monthly base rent to be paid by CenterPoint Legacy Theatre (CPT)
b. Outcome of CPT requests for RAP Tax funding from Centerville and Bountiful
c. Consider Amendment No. 10 to Operating Lease, regarding disposition of reserve funds if Operating Lease is terminated
d. Approve use of Capital Projects Reserve Fund for a CPT project
e. Status of preparation of long-term comprehensive facility maintenance plan
f. Review of 2017 CPT Budget, including approval of Facilities Maintenance Budget

Dinner will be available beginning about 5:15 p.m.

Regular Council Meeting

E.1. **Minutes Review** – The minutes to be approved can be found in the online meeting packet.

E.2. **Summary Action Calendar**

a. **Narcotics Strike Force Agreement** – Centerville City has participated for many years in the Davis Metro Narcotics Strike Force by paying an annual assessment instead of contributing police officers to the Task Force as is done by several cities. The Task Force also receives some federal funding. The continuation of that funding is dependent upon the participating entities renewing the Agreement creating this Task Force. Centerville's assessment for the current fiscal year is $14,630, which is included in the FY 2017 Budget.

b. **Appointment of John Higginson to Waste District Board** – When appointed to this Board in January 2014, the appointing Resolution stated he was being appointed for a 4-year term, but included an ending date of January 2017, which is only three years. Resolution No. 2016-27 corrects the earlier Resolution by making it clear his term does not end until January 2018.

c. **Terminate warranty period** – The Cosper Site Plan is ready to end its warranty period.

d. **Purchase of Police** Vehicles – The current Budget includes funding for replacing three police vehicles. The Police Chief wants to purchase SUVs because of advantages explained in his memo attached to the staff report.
e. **City Council 2017 Meeting Schedule** – State law requires local government entities to approve and publish annually a calendar of their regular meetings. Resolution No. 2016-29 shows the dates of those meetings.

E.3. **Public Hearing – Duncan Hills Subdivision Plat Amendment** – This plat amendment involves the addition of an adjacent parcel to the subdivision and an unusual reconfiguration of an existing lot. Cory Snyder's staff report explains the situation. The applicant proposes this creative solution to accommodate the impact of the Parrish Creek channel through the adjacent parcel.

E.4. **Police Department Matters**

a. **Surviving Spouse Trust Fund** – State law requires public safety agencies to pay the health insurance premiums for the spouse and children of police officers and firefighters who die in the line of duty. To mitigate the long-term financial impact of this situation, the State has created a Trust Fund that will reimburse an agency for these costs after the first 24 months—if the agency executes the participation agreement in a timely manner and makes the annual payments. The Police Chief and I recommend Centerville City participate in the Trust Fund. The initial annual cost will be $1710.
b. **Hiring Incentive for Police Officers** – Chief Child would like to follow the practice of some other police agencies which are making conditional job offers to police academy students that include reimbursement of academy tuition over the first several years of employment. I support this request from the Police Chief.

E.5. **Whitaker Museum Matters**

a. Councilman McEwan would like to review the funding source for some of the Museum's projects—i.e. whether to use RAP Tax revenue or General Fund revenue.
b. Councilman McEwan has also asked that the Council review options for constructing a parking lot for the Museum. Museum Board Chair Spencer Packer will attend to explain several options and the costs.

E.6. **Process for Making Decisions re Sidewalk and Trees** – In an effort to move forward the dialogue and decision-making relating to sidewalks and parkstrip trees, I have drafted a list of questions that I recommend the Council answer over the coming months. I also make some suggestions about the process the Council may want to undertake to answer those questions. My hope is that in this meeting the Council will agree on a process and give some guidance regarding the participants.

E.7. **Mayor's Report** – Mayor Cutler will highlight and answer questions about the latest reports from the Fire Service Area and UTOPIA/UIA.

E.8. **City Manager's Report** – Although no topics are showing under this heading, I may report on a few matters.

E.9. **Miscellaneous Business**

a. I would like the Council to agree on when to consider a few specific matters in future meetings.

b. The Council may want to consider cancelling the December 20 regular meeting due to a very light agenda.

E.10. **Closed meeting, if necessary** – I do not know of a need for a closed meeting, but the agenda allows for that possibility.

E.11. **Appointments to City Boards/Committees** – Mayor Cutler may recommend appointments.

Potential Agenda Items for January 3, 2017 City Council meetings (subject to change):

- Recreation Program Discussion - Lisa Summers
- Approve amendments to recording secretary services contracts
- Public Hearing – Legacy Crossing at Parrish Lane fourth amendment to PDO approval
- Museum Collection Policy
- Financial Report
- Summary of 2016 projects/issues and anticipated projects/issues in 2017

ST/mlm

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 P.M. ON TUESDAY, DECEMBER 6, 2016 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 Time: - The times shown below are tentative and are subject to change during the meeting.

5:30 RDA/ACB Meeting

a. New monthly base rent to be paid by CenterPoint Legacy Theatre (CPT)
b. Outcome of CPT requests for RAP Tax funding from Centerville and Bountiful
c. Consider Amendment No. 10 to Operating Lease, regarding disposition of reserve funds if Operating Lease is terminated
d. Approve use of Capital Projects Reserve Fund for a CPT project
e. Status of preparation of long-term comprehensive facility maintenance plan
f. Review of 2017 CPT Budget, including approval of Facilities Maintenance Budget

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

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT
Councilwoman Fillmore

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**
November 15, 2016 work session and regular meeting minutes

7:10 2. Summary Action Calendar
- a. Davis Metro Narcotics Strike Force Interlocal Agreement – Consider Resolution No. 2016-28
- b. Consider Resolution No. 2016-27 correcting Resolution No. 2014-03 regarding the appointment term of John Higginson to the Wasatch Integrated Waste Management District Board as City's representative
- c. Terminate warranty for Cosper Site
- d. Purchase three vehicles for Police Department from Ken Graff Ford in the total amount of $82,056.42 ($27,352.14 each)
- e. City Council 2017 Meeting Schedule - Consider Resolution No. 2016-29

7:15 3. Public Hearing – Duncan Hills Subdivision Plat Amendment
Consider Subdivision Plat Amendment for the Duncan Hills Subdivision located at approximately 467 East 500 North, Centerville - N. Dale Anderson, Ensign Construction and Development, LLC, Applicant

7:25 4. Police Department Matters
- a. Consider participation in Local Public Safety & Fire Fighter Surviving Spouse Fund
- b. Consider having incentive for police officers

7:40 5. Whitaker Museum Matters
- a. Review funding sources for Museum projects
- b. Discuss potential improvements, including parking, pathways and lighting

8:10 6. Discuss process for making decisions about sidewalks and trees

8:40 7. Mayor's Report
- a. Fire Service Area Report
- b. UTOPIA/UIA financial reports

8:50 8. City Manager's Report

8:55 9. Miscellaneous Business
- a. Schedule specific matters for future meetings
- b. Consider cancellation of December 20 City Council meeting

9:05 10. 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

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 PM ON DECEMBER 6, 2016 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 Time: - The times shown below are tentative and are subject to change during the meeting.

5:30 RDA/ACB meeting

7:00 **A. ROLL CALL**

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

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

Councilwoman Fillmore

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 November 15, 2016 work session and regular Council meeting
7:10	2.	Summary Action Calendar a. Davis Metro Narcotics Strike Force Interlocal Agreement - Consider Resolution No. 2016-28 b. Consider Resolution No. 2016-27 correcting Resolution No. 2014-03 regarding the appointment term of John Higginson to the Wasatch Integrated Waste Management District Board as City's representative c. Terminate warranty for Cosper Site d. Purchase three vehicles for Police Department from Ken Graff Ford in the total amount of \$82,056.42 (\$27,352.14 each) e. City Council 2017 Meeting Schedule - Consider Resolution No. 2016-29
7:15	3.	Public Hearing – Duncan Hills Subdivision Plat Amendment Consider Subdivision Plat Amendment for the Duncan Hills Subdivision located at approximately 467 East 500 North, Centerville - N. Dale Anderson, Ensign Construction and Development, LLC, Applicant
7:25	4.	Police Department Matters a. Consider participation in Local Public Safety and Firefighter Surviving Spouse Trust Fund b. Consider hiring incentive for police officers
7:40	5.	Whitaker Museum Matters a. Review funding sources for Museum projects b. Discuss potential improvements, including parking, pathways and lighting
8:10	6.	Discuss process for making decisions about sidewalks and trees
8:40	7.	Mayor's Report a. Fire Service Area Report b. UTOPIA/UIA financial reports
8:50	8.	City Manager's Report
8:55	9.	Miscellaneous Business a. Schedule specific matters for future meetings. b. Consider cancellation of December 20 City Council meeting.
9:05	10.	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

CENTERVILLE
RDA/ACB MEETING
Staff Backup Report
12/6/2016

Item No.

Short Title: RDA/ACB meeting

Initiated By:

Scheduled Time: 5:30

SUBJECT

a. New monthly base rent to be paid by CenterPoint Legacy Theatre (CPT)
b. Outcome of CPT requests for RAP Tax funding from Centerville and Bountiful
c. Consider Amendment No. 10 to Operating Lease, regarding disposition of reserve funds if Operating Lease is terminated
d. Approve use of Capital Projects Reserve Fund for a CPT project
e. Status of preparation of long-term comprehensive facility maintenance plan
f. Review of 2017 CPT Budget, including approval of Facilities Maintenance Budget

RECOMMENDATION

a. Per the Operating Lease, Section 20, the monthly base rent to be paid by CPT will increase from $6283.80 to $6400.22 as of January 2017.
b. Centerville and Bountiful elected officials can explain the outcome of RAP Tax allocation decisions that affect CPT.
c. Consider request from CPT for a revision to the proposed Amendment No. 10, as drafted, and then approve some version of the Amendment.
d. Approve the transfer of $40,000 in CPT current year revenues into the Capital Projects Reserve Fund for a "scenic projection system".
e. City staff and CPT reps will report on how they intend to accomplish the preparation of a comprehensive facility maintenance plan.
f. The RDA/ACB should review and comment on CPT's 2017 Budget, and approve specifically the facilities maintenance portion of that budget.

BACKGROUND

a. The Operating Lease, Section 20 (attached), explains how the calculation is to be made to determine the new monthly base rent each year. Jacob Smith prepared the attached worksheet showing how the new monthly amount was determined.

b. Centerville and Bountiful City Councils have both made allocation decisions regarding their RAP Tax revenues. This is an opportunity for representatives of those bodies to answer questions from CPT, if any, about those decisions.

c. Amendment No. 10 was on the September 13, 2016 RDA/ACB meeting agenda, but was postponed at the request of CPT to allow them to review and comment on this proposed amendment. The attached letter from

Board Member Cathleen Gilbert expresses CPT's request that the proposed Amendment No. 10 be revised to allow CPT to keep the funds in the Operating Reserve Fund if their lease to use the facility is terminated.

d. CPT has submitted the attached request to allow them to allocate $40,000 of current year revenues into the Capital Projects Reserve Fund for a "scenic projection system". The Operating Lease, Section 23.1 (attached to the letter), allows for this upon approval by the RDA/ACB.

e. Blaine Lutz and Jan Davis will report on how they intend to proceed with the preparation of a long-term comprehensive facility maintenance plan, as required by the Operating Lease.

f. The Operating Lease, Section 28 (attached), requires that CPT give the RDA/ACB an opportunity to review and comment on their Annual Budget for the next year, and to specifically approve the facilities maintenance portion of that budget. The attachment titled "CPT 2017 Budget" includes their overall summary budget as well as a separate page containing the detailed budget for facilities maintenance. City staff met with CPT reps recently as required by the Operating Lease to review their facilities maintenance budget for next year and believe it is reasonable.

ATTACHMENTS:

Description

- Section 20 - Operating & Lease Agreement
- Base Rent 2017
- Amendment No. 10 - Operating & Lease Agreement
- CPT Letter re Amenmdent No. 10
- Scenic Projection System Proposal
- Section 28 - Operating & Lease Agreement
- CPT 2017 Budget
- 09-13-2016 RDA_ACB meeting minutes

under this Agreement shall be paid by the Association to the RDA at the RDA's office at 250 North Main, Centerville, Utah, 84014, or at such other place as may from time to time be designated in writing by the RDA.

20. Monthly Base Rent Payment. Commencing six (6) months from the Possession Date, the Association shall pay to the RDA a minimum monthly base rent and use fee ("Base Rent") in the amount of $6,000 per month. Except as provided herein for the first month's rent, Base Rent shall be paid monthly in advance due on the 20th day of the month for the next month's rent. For the first month, or any portion thereof commencing six (6) months from the Possession Date, the Association shall pay to the RDA a prorated portion of the current month's Base Rent and the next month's Base Rent in advance on the first day following six (6) months from the Possession Date. The Base Rent shall be adjusted annually each January beginning in 2014 using the Consumer Price Index for all Urban Consumers ("CPI-U") for the West Urban Area (Index Base Period 1982-84=100), as published by the United States Department of Labor, Bureau of Labor Statistics. The increase in the amount of each monthly Base Rent payment shall be directly proportional to the percentage change in the CPI-U index between the specified time periods; provided that under no circumstances shall the monthly Base Rent be less than the previous year's monthly Base Rent ("Adjusted Base Rent"). The Adjusted Base Rent shall be calculated using the average of the CPI-U for the current twelve (12) month period from October to September as compared to the previous twelve (12) month period from October to September. Starting in 2013, the RDA shall calculate the Adjusted Base Rent for the coming year and provide the Association with thirty (30) days notice of the Adjusted Base Rent for the coming year. Such notice is provided as a courtesy only. If the RDA does not send the notice of Adjusted Base Rent or the Association does not receive such notice, the Association is still bound and obligated to pay the Adjusted Base Rent when due and owing. If the United States Department of Labor revises the CPI-U or the index base period, the parties shall accept the method of revision or conversion recommended by said Department. If the CPI-U is discontinued or revised, such government indices or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the indices had not been discontinued or revised. [iii]

21. Annual Variable Rent. In addition to the Base Rent, for the reasons set forth in Section 18 regarding the public funding and purpose of the Theatre, the Association shall pay to the RDA a variable annual rental and use fee in an amount equal to the Association's previous year's annual profits as more particularly provided herein ("Variable Rent"). For purposes of this Section, annual profits shall be defined as any and all revenue generated by the operation of the Theatre, including, but not limited to, ticket sales, sponsorship, concessionaires, gift shop sales, etc., less all operating and production costs, expenses, and authorized reserves for each calendar year ("Annual Profits"). Annual Profits shall also include donations except as otherwise provided in Section 27 regarding donations earmarked for specified purposes. For purposes of determining Variable Rent, the parties expressly agree that part of the operating and production costs and expenses may include reasonable and necessary reservation of funds for purposes of funding the Association's Operations Reserve Fund, Maintenance Reserve Fund and Capital Reserve Fund as more particularly defined in Section 22, Section 23 and Section 23.1. Variable Rent for the current year shall be calculated based on the Annual Profits of the Association for the immediately preceding calendar year. Subject to the waiver period provided herein, Variable

246.621
Original Data Value

Series Id:	CUUR0400SA0
Not Seasonally Adjusted	
Area:	West urban
Item:	All items
Base Period:	1982-84=100
Years:	2003 to 2016

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2003	186.6	188.1	189.3	188.8	188.5	188.1	188.4	189.2	189.6	189.4	188.5	188.3	188.6	188.2	188.9
2004	189.4	190.8	192.2	192.3	193.4	193.3	192.9	193.0	193.8	195.0	195.1	194.2	193.0	191.9	194.0
2005	194.5	195.7	197.1	198.6	198.8	198.0	198.6	199.6	201.7	202.6	201.4	200.0	198.9	197.1	200.7
2006	201.7	202.7	203.8	205.3	206.9	206.4	206.7	207.5	207.8	207.1	206.3	206.2	205.7	204.5	206.9
2007	207.790	208.995	210.778	212.036	213.063	212.680	212.542	212.406	212.920	213.917	214.904	214.733	212.230	210.890	213.570
2008	215.739	216.339	218.533	219.437	221.009	223.040	223.867	222.823	222.132	221.034	217.113	214.685	219.646	219.016	220.276
2009	215.923	217.095	217.357	217.910	218.567	219.865	219.484	219.884	220.294	220.447	219.728	219.307	218.822	217.786	219.857
2010	219.989	220.179	220.809	221.202	221.417	221.147	221.331	221.523	221.384	221.708	221.671	222.081	221.203	220.790	221.616
2011	223.149	224.431	226.558	227.837	228.516	228.075	227.805	228.222	229.147	229.195	228.771	228.117	227.485	226.428	228.543
2012	228.980	229.995	232.039	232.561	233.053	232.701	231.893	233.001	234.083	234.966	233.206	232.029	232.376	231.555	233.196
2013	232.759	234.595	235.511	235.488	235.979	236.227	236.341	236.591	237.146	237.000	236.153	236.096	235.824	235.093	236.555
2014	236.707	237.614	239.092	239.808	241.350	241.616	241.850	241.660	241.920	241.650	240.220	239.095	240.215	239.365	241.066
2015	238.318	239.748	241.69	242.302	244.227	244.332	245.04	244.737	244.257	244.341	243.749	243.434	243.015	241.770	244.260
2016	244.600	244.821	245.404	246.589	247.855	248.228	248.375	248.498	249.234					246.250	

Oct2014-Sep2015	242.135	Avg
Oct2015-Sep2016	246.621	Avg
Index Point Difference	4.486	
Annual Change	0.01853	1.85%
2016 Monthly Base Rent	$6,283.80	
2017 Monthly Increase	$116.42	
2017 Monthly Base Rent	$6,400.22	

AMENDMENT NO. 10 TO THE
LEASE AND OPERATING AGREEMENT FOR THE
DAVIS CENTER FOR THE PERFORMING ARTS

THIS AMENDMENT NO. 10 TO THE LEASE AND OPERATING AGREEMENT FOR THE DAVIS CENTER FOR THE PERFORMING ARTS ("Amendment") is entered into this _____ day of September, 2016, by and between the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY** ("RDA"), a community development and renewal agency and public body organized and existing under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act of the State of Utah, with principal offices located at 250 North Main, Centerville, Utah 84014, and the **DAVIS PERFORMING ARTS ASSOCIATION, dba CENTERPOINT LEGACY THEATRE** ("Association"), a Utah nonprofit corporation, with principal offices located at 525 North 400 West, Centerville, Utah 84014.

RECITALS

WHEREAS, the RDA and the Association have previously entered into that certain Lease and Operating Agreement for the Davis Center for the Performing Arts dated May 5, 2009, regarding the lease and operation of a performing arts theatre on property located at approximately 525 North 400 West, Centerville, Utah, as amended by Amendment No. 1 through Amendment No. 9, and adopted by the parties (collectively "Lease and Operating Agreement"); and

WHEREAS, the RDA and the Association desire to amend the Lease and Operating Agreement regarding allocation of any remaining funds in the Capital Reserve Fund, Maintenance Reserve Fund, or Operations Reserve Fund in the event of termination of the Lease and Operating Agreement;

WHEREAS, the RDA and the Association are willing to amend the Lease and Operating Agreement as more particularly set forth in this Amendment;

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

AGREEMENT

1. Amendment. Section 68 of the Lease and Operating Agreement is hereby amended to to read in its entirety as follows:

> **68. Termination.** In the event of termination of the Lease and Operating Agreement, either voluntary or involuntary, the Association shall at its sole cost and expense remove all of its personal property, trade fixtures and other equipment and accessories owned by the Association from the Theatre and Site and repair any damages to the Theatre or Site caused by the Association's use of the Theatre and Site within thirty (30) days from the effective date of termination, normal wear and tear excepted. Any personal property, trade fixtures, equipment, or accessories remaining in the Theatre or on the Site longer than thirty (30) days after the effective date of termination shall be

deemed abandoned and forfeited and may be removed and retained or disposed of or sold by the RDA. The Association shall be required to reimburse the RDA for any costs incurred by the RDA for such removal, disposal or sale of the Association's property, or for any costs incurred by the RDA to remedy any damages to the Theatre or Site caused by the Association. In the event of termination of the Lease and Operating Agreement for any reason, either voluntary or involuntary, the Association shall transfer and donate any remaining funds within the Association's Maintenance Reserve Fund, Operations Reserve Fund, and Capital Reserve Fund to the RDA within thirty days from the effective date of termination. The RDA shall deposit all such funds from the Association to the RDA's Theatre Reserve Fund as more particularly described in Section 25. The following Sections shall survive any termination of this Lease and Operating Agreement: Section 61 (Hazardous Waste); Section 64 (Insurance); Section 65 (Indemnification); Section 66 (Remedies); Section 67 (Receivership and Foreclosure); 68 (Termination); Section 78 (Risks and Liabilities); and Section 80 (Remedies at Law).

2. **Full Force and Effect.** The terms of this Amendment are hereby incorporated as part of the Lease and Operating Agreement. All other terms and conditions of the Lease and Operating Agreement not modified by this Amendment shall remain the same and are hereby ratified and affirmed. To the extent the terms of this Amendment modify or conflict with any provisions of the Lease and Operating Agreement, the terms of this Amendment shall control.

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

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

"RDA"
Redevelopment Agency of Centerville City

By: ______________________________
Paul A. Cutler, Chair

ATTEST:

____
Executive Director

"Association"
Davis Performing Arts Association
dba Centerpoint Legacy Theatre

By: ______________________________
Its: ______________________________

ATTEST:

____
Secretary

Approved as to Form:

Administrative Control Board

By: ______________________________
Its: ______________________________

RDA ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF DAVIS)

On the ______ day of ___________________, 2016, personally appeared before me Paul A. Cutler, who being duly sworn by me did say that he is the Chairperson of the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY,** a community development and renewal agency and public body organized and existing under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act of the State of Utah, and that the forgoing instrument was signed on behalf of said Agency by authority of its Board and said Chairperson acknowledged to me that said Agency executed the same.

____
Notary Public

My Commission Expires: Residing at:

________________________________ ____

ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
:ss
COUNTY OF DAVIS)

On the ______ day of ___________________, 2016, personally appeared before me ______________________________, who being duly sworn by me did say that (s)he is the ______________________________ of the **DAVIS PERFORMING ARTS ASSOCIATION, dba CENTERPOINT LEGACY THEATRE,** a Utah non-profit corporation, and that the forgoing instrument was signed on behalf of said non-profit corporation by authority of a resolution of its Board of Directors and that said non-profit corporation executed the same.

____
Notary Public

My Commission Expires: Residing at:

________________________________ ____

CENTERPOINT
Legacy Theatre

September 21, 2016

City of Centerville
250 North Main Street
Centerville, UT 84014
Attn.: Lisa Romney, City Attorney
Steve Thacker, City Manager

RE: Amendment Number10

Dear Lisa and Steve:

We appreciated so much your suggestion and the approval by the Redevelopment Agency of Centerville City's ("RDA") of Amendment 9 whereby the RDA will obtain and maintain property and general insurance for the Theatre building. Thank you for consistently wanting to collaborate and support our organization in being successful and capable of continuing as tenant in the beautiful building owned by Centerville City.

As you know, we have been dialoguing a little about the proposed Amendment Number 10 which provides for the disposition of reserve funds in the event the Operating Lease is at some future time terminated. We understand your thought that the Operating Lease was set at a reasonable amount to enable CenterPoint to focus on budgeting for successful productions which hopefully keep our ticket holders renewing their season tickets and coming back year after year. Our joint goal is for CenterPoint to continue as a tenant of your beautiful building. We acknowledge the reasonableness of our monthly rental and express appreciation for this.

The meeting on September 13, 2016, brought out some of the challenges we currently have and anticipate we will have in the future in maintenance costs once the newness of equipment and the building start to depreciate. Our organization is committed to doing all we can to ensure the building is kept in repair and maintained and to prevent unnecessary wear and tear. Because the future is difficult to predict, we ask your consideration in removing reference to the Operations Fund as one of the reserve funds to transfer to the RDA upon the lease's termination and to instead add a sentence stating that the Operations Fund is to be transferred to CenterPoint Legacy Theatre should the lease be terminated.

We appreciate the basis for drafting it as you have. Our view of the purpose of the Operations Reserve Fund is that it represents funds set aside to continue the operations of CenterPoint Legacy Theatre, should financial difficulties arise, to hopefully prevent the termination of the Lease based on our inability to continue as the Building's Tenant. Over time, the lease will accumulate several reserve funds, including the maintenance reserve funds, the capital reserve fund, base rental payments and additional rental payments. These funds could be substantial in a number of years. From our view, authority over the Operations Reserve Fund should be retained by CenterPoint to assure its long-term sustainability. We believe the opposite would work as a disincentive for CenterPoint to fund the Operations Reserve Fund.

We understand that the Lease was drafted based on information at that time, and that as things have developed, it has necessitated the 9 amendments (with Amendment 9 pending our Board's approval), which now exist. We'd suggest that the Amendment 10, at least for the time being, treat these Operations Reserve monies as CenterPoint's contingency plan and escheat to CenterPoint rather than the RDA in the event the lease is terminated. This will also clearly delineate their possible use by CenterPoint if the need is dire enough, for the purpose of CenterPoint remaining the Building's tenant.

Thank you for your consideration of our perspective. I am happy to discuss this further with you, as are other members of the Executive Committee and Legal and Accounting Committee.

Thank you.

Sincerely,

Cathleen C. Gilbert
Board Member

CENTERPOINT

DATE: 11/28/2016

TO: Centerville RDA/ACB

FROM: CenterPoint Legacy Theatre Management

RE: Capital Reserve Fund

Dear Members of the Board,

We would appreciate your approval of our depositing up to $40,000 into the CPT Capital Reserve Fund for the purpose of purchasing a scenic projection system for the main stage of the Davis Center for the Performing Arts. We are investigating available systems, their cost and benefit to our facility. By your approval, we will be able to select the right system and set aside the proper funding into the Capital Reserve Fund before the end of the year.

This projection system will increase CenterPoint's production quality and give variety to our set designs. It also allows us to consider producing more recent productions that have such projection technology incorporated into them.

Our ticket sales have been strong throughout the season and when all is settled at the end of the year, we anticipate enough funds for such an investment.

Thank you for your consideration in this matter,

Jansen Davis
Executive Director
CanterPoint Legacy Theatre

PO Box 62, 525 North 400 West, Centerville, Utah 801-298-1302, CenterPointTheatre.org

and replacement obligations of the Association. Routine and preventative maintenance and recurring repair and replacement projects should be budgeted for and funded out of the Annual Operating Budget In accordance with the provisions of Section 32, until and unless the Maintenance Reserve Fund is fully funded to the maximum fund balance for such fund, a minimum of fifty percent (50%) of the combined annual reservation of funds to both the Operations Reserve Fund and the Maintenance Reserve Fund shall be allocated to the Maintenance Reserve Fund, exclusive of earmarked donations. The combined amount calculations and percentage allocation requirements set forth herein may include the Minimum MRF Contribution set forth in Section 33. Allocations to the Operations Reserve Fund and the Maintenance Reserve Fund shall be subject to review and approval by the RDA and ACB in accordance with the provisions of Section 28. The Association may be required by the RDA as part of the budget process to utilize funds in the Maintenance Reserve Fund to pay for current or future maintenance and repair obligations. The Association shall provide the RDA and ACB with at least thirty (30) days prior written notice of any proposed withdrawal and/or use of funds within the Maintenance Reserve Fund.

23.1. Association's Capital Projects Reserve Fund. The Association may create a reserve fund for purposes of funding special capital projects or improvements ("Capital Reserve Fund"). If created, the Association shall retain the Capital Reserve Fund in a specially created fund to be maintained by the Association and used solely for special capital projects or improvements as more particularly provided herein. The Association may only allocate funds to the Capital Reserve Fund after the appropriate and required annual amounts have been allocated to the Association's Operations Reserve Fund (in accordance with Section 22) and the Maintenance Reserve Fund (in accordance with Section 23), including the Minimum MRF Contribution (set forth in Section 33). Any allocation of funds to the Capital Reserve Fund must be approved by the RDA and ACB and must be tied to a list of specific approved capital projects or improvements. The Association shall provide the RDA and ACB with an annual accounting of the use of funds from the Capital Reserve Fund and evidence of appropriate use of funds for specific approved capital projects or improvements. If the Theatre's Operations Reserve Fund or the Maintenance Reserve Fund are determined by the RDA to be drained or underfunded, the Association may be required by the RDA as part of the annual budget process to transfer funds from the Capital Reserve Fund (other than specifically earmarked donations) to the Operations Reserve Fund and/or Maintenance Reserve Fund. [vi]

24. RDA Rent Proceeds. Monthly Base Rent and the annual Variable Rent shall be paid to the RDA. Base Rent and Variable Rent proceeds shall first be used to reimburse the RDA for any actual expenditures or expenses incurred by the RDA for the construction, financing, maintenance, repair, alteration, or operation of the Theatre or the Site. Such reimbursement amounts may be retained by the RDA from the Rent without prior approval of the ACB. The RDA shall be required to provide the ACB with itemized statements regarding any and all such reimbursements from Rent proceeds. Any remaining Base Rent or Variable Rent proceeds shall be used to fund the RDA's Theatre Reserve Fund as more particularly provided in Section 25. Use of funds within the Theatre Reserve Fund shall be subject to the specific conditions and limitations set forth in this Lease and Operating Agreement regarding the Theatre Reserve Fund as set forth in Section 25.

CenterPoint Legacy Theatre	2017 Summary	2016	Change	% Chang
Season Ticket Show Revenue	777,000	740,000		
Single Show Ticket Revenue	404,000	380,000		
Encore Club Program	15,000	6,000		
Leishman Hall Revenue	35,000	31,500		
Gala - Fundraising	118,400	118,000		
Event - Concerts	33,000	34,000		
Misc. Revenue (play bill ads...)	8,500	6,000		
Concessions	63,000	60,000		
Show Sponsorships	78,000	90,000		
Academy	295,310	187,350		
Prop and Costume rental	18,600	17,100		
Facility Rental	10,000	8,100		
Total Revenue	$ 1,855,810	$ 1,678,050	177,760	10.59%
Direct Production Costs-Barlow	517,412	460,190	57,222	12.43%
Academy Expenses	228,457	156,638	71,819	45.85%
Rental Expenses (Costume, Props, Facility)	12,575	11,775	800	6.79%
Concessions	46,455	41,025	5,430	13.23%
Leishman	31,196	31,404	(208)	-0.66%
Production Overhead Costs	190,491	176,602	13,889	7.86%
Total Direct Costs	$ 1,026,585	$ 877,635	148,951	16.97%
Marketing	129,544	117,556	11,988	10.20%
Development	140,948	123,354	17,594	14.26%
Ticket office	107,328	105,908	1,420	1.34%
Administrative	192,647	193,693	(1,046)	-0.54%
Facilities and Maintenance	314,762	310,550	4,212	1.36%
Total Admin Expenses	885,230	851,062	34,168	4.01%
Depreciation	20,741	16,558		
Total Expenses	$ 1,932,556	1,745,255	**187,301**	**10.73%**
Net Income From Operations	(76,746)	(67,205)	(9,541)	14.20%
Other Non Operational Items:				
Foundations/Corporations/Grants	54,000	65,000	(11,000)	-16.92%
Individuals and small Corporation donations	40,000	29,700	10,300	34.68%
Net Income	$ 17,254	$ 27,495	(10,241)	-37.25%
Other Items:				
Maintenance reserve funding	19,498	16,758	Based on 1% of revenue	
Operation reserve funding		7,000		
Variable rent		-		
	(2,244)	3,737		

CenterPoint Legacy Theatre Facilities Budget

Account Description	2017 Budget	2016 Budget	2016 Projected Actuals
Safety Expense	950	950	-
Computer & Software Equipment	-	-	-
Contract Repairs & Maintenance	10,320	11,460	13,253
Repairs & Maintenance	15,000	14,800	9,502
Janitorial Expense	43,300	43,300	41,360
Janitorial Supplies	4,200	3,600	4,052
Gas	19,000	19,000	17,317
Electricity	65,400	65,400	68,740
HVAC	11,200	12,000	14,077
HVAC Contract	19,260	17,700	19,260
Lamps/Ballast/Fixtures	4,800	4,800	5,465
Facility Lease Expense	79,632	75,840	75,478
Miscellaneous	1,200	1,200	1,294
Grounds/Snow Removal/MTC	40,500	40,500	36,238
Total	314,762	310,550	306,035

Minutes of the Redevelopment Agency of Centerville City/Davis Center for the Performing Arts Administrative Control Board meeting held Tuesday, September 13, 2016 at 5:15 p.m. in the Centerville City Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Paul Cutler, RDA of Centerville City Chair, ACB Chair, Centerville Mayor
Tamilyn Fillmore, RDA of Centerville City, ACB Board member
William Ince, RDA of Centerville City, ACB Board member
Stephanie Ivie, RDA of Centerville City, ACB Board member
John Marc Knight, ACB Board Member, Bountiful City Council
George McEwan, RDA of Centerville City
Robyn Mecham, RDA of Centerville City

MEMBERS ABSENT

John Pitt, ACB Board Member, Bountiful City Council

STAFF PRESENT

Steve Thacker, RDA Executive Director
Blaine Lutz, Centerville Finance Director
Lisa Romney, Centerville City Attorney
Jansen Davis, CPT Executive Director
Kristy Woodward, CPT Chief Financial Officer
Katie Rust, Recording Secretary

VISITORS

Jason Burningham, CPT Board Member
Cathleen Gilbert, CPT Board Member
Gary Hill, Bountiful City Manager
Randy Lewis, Bountiful Mayor
John Redd, CPT Board President
Ron Russell, CPT Board Member

DISCUSSION OF POTENTIAL USE OF CENTERVILLE AND BOUNTIFUL RAP TAX REVENUE TO BENEFIT CPT/PERFORMING ARTS CENTER

Jansen Davis, CenterPoint Legacy Theatre (CPT) Executive Director, reported on the mission of CPT, patron demographics, and programs sponsored and operated by CPT. He expressed appreciation for the opportunity to partner with the RDA and ACB. Mr. Davis acknowledged that CPT is the resident company responsible for taking care of the beautiful Davis Center for the Performing Arts, and stated there is no other comparable organization with a similar facility. The CPT Board is excited for the future, and wanting to establish a way to ensure that CPT is intact for a long time. With the previous RAP Tax arrangement, the Davis Center for the Performing Arts received 90% of RAP Tax revenues from Centerville and Bountiful. On behalf of the CPT Board, Mr. Davis proposed that, with passage of the new RAP Tax, the theatre receive 10% of RAP Tax revenues from Centerville and Bountiful to help CPT maintain the facility in the manner that would be expected by the community. He recognized that 90% was an imbalance, and said he feels 10% would represent a rebalancing of RAP Tax revenues.

John Redd, CPT Board President, shared an experience that emphasized the positive impact of CPT's children's theater program. He stressed the Board's desire to be good stewards of the facility, and added that the requested RAP Tax revenues would help with that goal. Ron Russell, CPT Board member, described the history of the Davis Center for the Performing Arts and RAP Tax in Bountiful and Centerville. He expressed the opinion that the

Theatre is an integral part of keeping businesses in the area vibrant. Production proceeds are not enough to maintain the building in the manner the community would expect and want. Mr. Russell expressed the hope that the existing partnership will continue to be adequately funded.

Gary Hill, Bountiful City Manager, explained the application process established by the Bountiful City Council to allocate the 11% of Bountiful RAP Tax revenues made available to not-for-profit organizations. The application deadline has passed, but Mr. Hill suggested it might be possible for the deadline to be extended for an application from CPT or the RDA. Priority is given to funding for project costs over operating costs.

At 5:53 p.m. the representatives from Bountiful left the meeting to attend their own Council meeting.

The RDA and ACB members discussed whether the application to Bountiful should be submitted by CPT, the RDA, or the two organizations jointly. The original RAP Tax agreement channeled revenues directly to the RDA. The RDA owns the facility, but CPT is responsible for maintenance. Jason Burningham, CPT Board member, expressed the hope that Bountiful will realize most of the applications they receive will not be from organizations in which they have already invested. Tami Fillmore said she thinks from Bountiful's perspective it would make more sense to support the theatre company rather than the facility, since the facility is owned by Centerville. Chair Cutler commented he would be comfortable with CPT taking the lead on the application, with a letter of support from the RDA. George McEwan stressed the importance of being careful with the landlord/tenant relationship. He said he has concerns regarding which organization will apply and receive the funds, as well as the policy of using public funding going forward for the facility. He agreed with the RDA including a letter of support with an application prepared and submitted by CPT. Bill Ince added that, if City staff helps with the application, an understanding should be reached regarding how much staff time would be fair. Mr. Davis responded that very little City staff time will be needed for CPT in the future. It was agreed that CPT will be the applicant, with a letter of support from the RDA. Mr. Davis said the requested 10% from both Bountiful and Centerville would cover approximately one-third of the annual maintenance budget (around $60,000).

Mr. Thacker pointed out that the Lease Agreement includes a requirement that CPT put together a long-term comprehensive maintenance plan, which the City/RDA staff agreed to help prepare. The process was begun previously but not completed, and he suggested the RDA and CPT should get back to it at some point. The RDA reviewed balances and funds transferred by CPT to the various reserve funds:

- $17,337.05 was transferred to the Maintenance Reserve Fund, for a balance of $178,111.54.
- The Operating Reserve Fund, which currently has a balance of $110,393.20, did not receive a transfer from 2015 operations.
- The Capital Projects Reserve Fund currently has a zero balance with no significant capital project planned.
- The Theatre Reserve Fund has a balance of approximately $444,000.

George McEwan commented that, without having set any priorities for RAP Tax revenues, it is difficult to make a specific commitment. Blaine Lutz and Jake Smith will work on drafting a comprehensive maintenance plan. CPT will work on an application to Bountiful for RAP Tax funding. With CPT submitting the application, the funds would probably be sent directly to CPT. The Council is scheduled to meet with the Parks Department on October 4th to discuss possible allocation of RAP Tax revenues. Bill Ince suggested that, if RAP Tax revenues from Bountiful and Centerville are used for CPT, residents of the two cities should receive discounted ticket prices. Mr. Redd responded that the ticket price is already discounted – the discount is available to everyone. Mr. Davis added that the CPT Board is currently working through an evaluation of ticket prices.

APPROVE TRANSFER TO MAINTENANCE RESERVE FUND

Bill Ince made a **motion** for the ACB to recommend the RDA approve the allocation of $17,337.05 to the Maintenance Reserve Fund. Stephanie Ivie seconded the motion, which passed by unanimous vote of the ACB (4-0).

Chair Cutler made a **motion** for the RDA to approve allocation of $17,337.05 to the Maintenance Reserve Fund. Tami Fillmore seconded the motion, which passed by unanimous vote of the RDA (6-0).

APPROVAL OF LEASE AMENDMENTS

The RDA Board has authorized RDA funding to pay property insurance premiums for the performing arts center building. This was done with the intent to amend the Operating Lease, which requires CPT pay the cost for both general liability and property insurance. Amendment No. 9 to the Operating Lease has been drafted for this purpose.

Chair Cutler made a **motion** for the ACB to recommend RDA approval of Amendment No. 9 to the Operating Lease regarding property insurance. Tami Fillmore seconded the motion, which passed by unanimous vote of the ACB (4-0).

Chair Cutler made a **motion** for the RDA to approve Amendment No. 9 to the Operating Lease. George McEwan seconded the motion, which passed by unanimous vote of the RDA (6-0).

George McEwan made a **motion** to table approval of Amendment No. 10 to a future RDA meeting to allow time for CPT Board review. Stephanie Ivie seconded the motion, which passed by unanimous vote of the RDA (6-0).

ADJOURNMENT

At 6:57 p.m. Stephanie Ivie made a **motion** to adjourn the meeting. Bill Ince seconded the motion, which passed by unanimous vote (6-0).

Steve H Thacker
Steve Thacker, RDA Executive Director

10-27-16 (electronically)
Date Approved

Katie Rust, Recording Secretary

REDEVELOPMENT AGENCY OF CENTERVILLE CITY
CORPORATE SEAL

CENTERVILLE

Staff Backup Report
12/6/2016

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's Summary of December 6, 2016 Council meetings

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/6/2016

Item No.

Short Title: Councilwoman Fillmore

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/6/2016

Item No. 1.

Short Title: Minutes Review and Acceptance

Initiated By: City Recorder

Scheduled Time: 7:10

SUBJECT

November 15, 2016 work session and regular Council meeting

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- 11-15-2016 work session minutes
- 11-15-2016 regular meeting minutes

Minutes of the Centerville City Council **work session** held Tuesday, November 15, 2016 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	Tamilyn Fillmore William Ince Stephanie Ivie George McEwan Robyn Mecham
STAFF PRESENT	Steve Thacker, City Manager Lisa Romney, City Attorney Bruce Cox, Parks and Recreation Director Katie Rust, Recording Secretary
STAFF ABSENT	Blaine Lutz, Finance Director/Assistant City Manager Jacob Smith, Assistant to the City Manager

COMMUNITY PARK EXPANSION PROJECT

Steve Thacker, City Manager, reported staff believes it would be realistic to complete Phases 2 and 3 of the Community Park Expansion Project in 2017, if the funding is available. He presented a cash flow analysis of estimated RAP Tax revenue and construction costs, assuming a September 2017 completion, with a projected cash shortfall of between $400,000 and $450,000. Mr. Thacker also presented three bond debt scenarios provided by the City's financial advisor.

Bruce Cox, Parks and Recreation Director, commented there is a high demand for soccer fields, especially in the spring. The Council and staff discussed when the expanded park space would be usable. Mr. Thacker responded to a question from Councilwoman Mecham stating that construction costs typically increase 2-3% per year on average. A majority of the Council indicated they are in favor of asking the Recreation District Board for a loan for the Community Park Expansion Project. Mr. Thacker informed the Council that the Federal grant application being prepared by the Parks and Recreation Committee for Island View Park improvements is not due until May of 2017.

DISCUSSION OF BURIAL SPACE OPTIONS

In response to the Council's directive, staff discussed several ways to increase burial capacity within the existing cemetery or vicinity. Mr. Thacker suggested the basic question to answer is whether or not the Council feels it is the City's responsibility to continue to provide burial space for its residents. Using aerial photos, Mr. Thacker explained staff's suggestion to put a retaining wall at the base of the steep slope on the west end of the cemetery and fill the slope in with soil to add approximately 500 burial spaces. Councilwoman Fillmore asked if the retaining wall could be a mausoleum wall.

Mr. Cox and Mr. Thacker explained the City's policy for selling plots to non-residents, and stated that burial costs in Centerville are still low compared to private cemeteries. Lisa Romney, City Attorney, explained that plots are non-transferrable, unless the transfer is facilitated by the City.

Staff estimates the first phase of the suggested project could be available within the next year. The retaining wall would be engineered to ensure the soil would stay in place. Mr. Cox explained that existing single-depth plots cannot be converted to double-depth plots for safety reasons. He suggested the new project could include pre-positioned double vaults. Councilwoman Fillmore asked if the project could be accomplished as a public/private partnership, with a mortuary fronting the cost of construction. Mr. Cox recommended requiring ground-level grave stones in the sloped area. The Council indicated they would like staff to continue researching this option.

Mr. Thacker presented the idea of putting a mausoleum wall on the east side of the cemetery along the 700 East right-of-way. This project would require more capital, and staff could explore public/private partnership options. Staff estimates the mausoleum wall could accommodate approximately 500 burial spaces. The wall could also include a columbarium. Mr. Cox pointed out the possibility of adding a columbarium on the northwest corner of the cemetery as well. Councilman McEwan mentioned he has seen free-standing columbarium columns placed throughout a cemetery, providing visual accent as well as burial space.

Mayor Cutler commented the City could spend the money and add more burial spaces for 10-20 years, but after that time the city will once again be out of burial spaces. Councilman McEwan agreed with the Mayor that the question is whether or not the City needs to be in the business of providing burial space. Mr. Thacker suggested the Council not accept the responsibility of perpetually providing burial sites. Councilwoman Mecham said she knows people are upset right now that no more sites are available, and right now she would like to provide more. Councilman Ince said that half of the residents he has talked to about this issue said they would be willing to pay a per household fee to enable the City to continue providing burial space. Councilman McEwan said he does not think a majority of residents would agree to such a fee. Councilwoman Fillmore suggested beginning the project on the west side of the cemetery first. Mr. Thacker agreed that staff can proceed most quickly with an analysis of the west side. An analysis of the east side will take more time.

Mr. Thacker suggested the Cemetery Perpetual Care Fund could provide the capital for the west side project. Councilman McEwan suggested funding the west side project with pre-sales. Ms. Romney reminded the Council that the city is only able to sell the burial right. The Council indicated a desire to move forward with further analysis of both ideas discussed.

ADJOURNMENT

Mayor Cutler adjourned the work session at 6:46 p.m.

______________________________ ____________________
Marsha L. Morrow, City Recorder Date Approved

____
Katie Rust, Recording Secretary

Minutes of the Centerville **City Council** meeting held Tuesday, November 15, 2016 at 7:00 p.m. at Centerville City Hall, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Paul A. Cutler
Council Members	Tamilyn Fillmore William Ince Stephanie Ivie George McEwan Robyn Mecham
STAFF PRESENT	Steve Thacker, City Manager Lisa Romney, City Attorney Jacob Smith, Assistant to the City Manager Cory Snyder, Community Development Director Katie Rust, Recording Secretary
STAFF ABSENT	Blaine Lutz, Finance Director/Assistant City Manager
VISITORS	Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT Councilman Ince

OPEN SESSION

No one wished to comment.

MINUTES REVIEW AND ACCEPTANCE

The minutes of the October 25, 2016 joint work session, and the November 1, 2016 work session and regular Council meeting were reviewed. Steve Thacker and Councilwoman Fillmore suggested amendments to the October 25 joint work session minutes. Councilman Ince made a **motion** to accept the October 25, 2016 joint work session minutes as amended. Councilwoman Ivie seconded the motion, which passed by unanimous vote (5-0). Councilwoman Mecham requested a change to the November 1 work session minutes. Councilman McEwan made a **motion** to accept the November 1, 2016 work session minutes as amended. Councilman Ince seconded the motion, which passed by unanimous vote (5-0). Mayor Cutler and Councilman McEwan requested changes to the November 1 regular Council meeting minutes. Councilman Ince made a **motion** to accept the November 1, 2016 regular meeting minutes as amended. Councilman McEwan seconded the motion, which passed by unanimous vote (5-0).

GENERAL PLAN AMENDMENTS – WEST CENTERVILLE NEIGHBORHOOD PLAN – REMOVING INDUSTRIAL VERY-HIGH ZONING DISTRICT – SECTION 12-480-6

On August 16, 2016, the Council reviewed and held a public hearing on a recommendation from the Planning Commission to remove the Industrial-Very High (I-VH) Zoning District from the extreme southeast area of the Centerville Business Park District in the General Plan. Following the public hearing, the Council tabled action on this matter to a future Council meeting. The issue was subsequently tabled multiple times. Councilman McEwan said he most recently tabled the issue with no timeline because he considers it a non-issue right now. The Council has nothing to offer the property owner as an alternative at this time.

Councilwoman Fillmore said she believes constituents see the area changing over time, moving away from I-VH, and she feels it would be appropriate to reflect that idea in the General Plan.

Councilwoman Ivie made a **motion** to deny Ordinance No. 2016-24. Councilman McEwan seconded the motion. Councilman Ince commented that the rail spur on the property at the extreme southeast of the district is a significant asset that would be less valuable with the proposed change. He said he is inclined to not make a change until the Council has something real to change towards. The motion to deny Ordinance No. 2016-24 passed by majority vote (4-1), with Councilwoman Fillmore dissenting.

<u>FLAG-LOT PROVISIONS – ORDINANCE NO. 2016-29</u>

As directed by the Council, the Planning Commission held a public hearing and reviewed proposed Municipal Code and Zoning Code Amendments to prohibit flag lot development within the city. After due consideration and discussion, the Planning Commission voted to reject the proposed amendments and recommend denial of Ordinance No. 2016-29. On October 18 the City Council conducted a public hearing on Ordinance No. 2016-29, during which a number of residents encouraged the Council to preserve the opportunity for flag-lot type development. The Council tabled action on the Ordinance until after a work session with the Planning Commission. During the subsequent work session, several potential revisions to the flag-lot provisions were identified that might make this development option more acceptable to the City Council.

Mr. Snyder said he understands the concerns about flag lots to a degree, but he believes there are merits to flag lots, and he likes the current ordinance if it is kept as a last-resort tool. He said that, from his perspective after the couple of meetings regarding flag lots, the identified issues of height, setbacks, and screening could be discussed by the Planning Commission in January, with a recommendation ready for the Council in February. Councilwoman Fillmore made a **motion** to repeal the provisions by adopting Ordinance No. 2016-29, and send the issue back to the Planning Commission for consideration of new flag-lot provisions. Councilwoman Ivie seconded the motion. Councilman Ince said that, from a Planning Commission standpoint, his concerns are allowing a property owner to do something meaningful with property while not significantly impacting the utilization of properties adjacent to the space. Mr. Snyder commented that rejection of the flag-lot provisions by the Council indicates the Council has a meaningful reason for rejection. A rejected issue is not usually quickly brought back for a few changes. Councilman McEwan said his concern is that if the Council were to send the issue to the Planning Commission with a request for specific tweaks, the result will be something unpalatable to property owners.

Mayor Cutler said, from his perspective, all public comment was in favor of keeping the flag lot option. Responding to a question from the Council, the City Attorney stated that, in her opinion, a TZRO would not be an appropriate tool in this situation. Councilman McEwan stated that property rights are important, but they need to be balanced with the peaceful coexistence of a growing population. Councilwoman Fillmore questioned whether there would be a way for the impact to be absorbed more by the property owners benefiting from the flag lot, or if there would be a way for neighbors to give permission for setbacks to be reduced. Ms. Romney responded the city could look at making a distinction on setbacks based on the type of development, but she would not recommend using neighbor approval, as it is not legally considered a legitimate means of zoning regulation.

Mr. Snyder recommended that, if the Council repeals the flag-lot provisions, they not place a high priority on its return from the Planning Commission. Councilman McEwan made a **motion to amend** the motion to not send the issue to the Planning Commission for a revised ordinance at this time. Mr. Snyder said he senses the changes the Planning Commission and staff would recommend would not yet satisfy the Council as a whole, and recommended the Council wait until a citizen brings the issue back. Councilwoman Ivie seconded the motion to amend the motion. Councilman Ince said he personally thinks the revisions would not take too long, and the Council ought to try to resolve the issue. Councilwoman Fillmore stated the Planning Commission already set up the framework when the provisions were put in place in 2011. She said she feels the current Council has a desire to be very careful with the provisions, and also does not want to handcuff all property owners by eliminating the option, and she would hesitate to put the issue off for a future Council to deal with. The motion to amend the motion failed unanimously (0-5). The motion to adopt Ordinance No. 2016-29 and direct the Planning Commission to reconsider the flag-lot provisions passed by unanimous vote (5-0).

GENERAL PLAN SOUTHEAST NEIGHBORHOOD

A notice of intent to change the General Plan has been released. Mr. Snyder recommended a phased approach to keep the notice of intent active, with Phase 1 involving the Planning Commission fixing archaic language and eliminating Residential-High (R-H) from the General Plan for the Southeast Neighborhood. He said he believes Phase 1 could be completed fairly quickly. When the Planning Commission is finished with Phase 1, they can make a recommendation to the Council in a work session and receive direction regarding the next phase (Pages Lane Corridor). Councilwoman Fillmore agreed with his suggestion, stating that her vote against releasing the notice of intent was out of concern that it would be dragged out. Councilwoman Ivie said it seems to her that the phased approach would take longer. She said it was agreed at the work session with the Planning Commission that the two groups would meet together again, and she would like to have that meeting before giving direction. Councilwoman Fillmore responded that allowing the Commission to accomplish Phase 1 first would allow the Council to see the language with R-H cut out when the two groups next meet, and continue the conversation from there. Councilwoman Ivie said she feels some urgency with the need to provide language for commercial properties wanting to transition to residential, something missing from the proposed Phase 1. Mr. Snyder repeated that R-H would be eliminated as an option in Phase 1. Mayor Cutler pointed out that it is clear what the Council wants to eliminate, but there has not yet been discussion of what the possibilities would be. The Council agreed with Mr. Snyder's suggestion, with emphasis that they would like Phase 1 to take place as quickly as possible.

REVIEW AND CLARIFY PRIORITIES FOR PLANNING COMMISSION AND COMMUNITY DEVELOPMENT STAFF

The Council reviewed Planning Commission and Community Development staff priorities and agreed on the following:

Short-term goals:
- Revise/update Southeast Neighborhood
- Accessory building setbacks
- Flag lot ordinance

Long-term goals:
- Complete Subdivision Ordinance (ongoing)
- Update other neighborhoods in general plan
- Other – no order specified:
    - Restart planning for west side

- Prepare a foothills recreation development plan with Davis County – Mayor Cutler suggested coordination with Davis County will need to wait, perhaps until next summer

STAFF REPORT REGARDING DEVELOPMENT RESTRICTIONS NEAR EARTHQUAKE FAULT LINES

Responding to a question asked at the previous Council meeting, Mr. Snyder explained development restrictions near earthquake fault lines. He explained how fault lines are determined and answered questions from the Council.

FINANCIAL REPORT

Mr. Thacker presented a financial report for the period ending October 31, 2016, and answered questions from the Council.

While discussing the financial report for the Recreation Fund, Councilman McEwan asked if the City has a disadvantaged youth program associated with the recreation programs. Mr. Thacker responded that a previous Council considered possibilities and decided to allow staff to deal with these situations on a case-by-case basis as they become aware. Council members Ivie and Ince agreed they would like to look at possibilities. Councilman Ince suggested candidates for the program could be identified by school principals. The Council discussed the desire to make recreation programs available to as many as possible. Mayor Cutler said he would be willing to consider such a program as long as it is recognized that the money has to come from somewhere. He suggested the Council consider what has been done in other cities. Mr. Thacker suggested the Council could allocate a sum of money for this purpose. Councilwoman Fillmore added that donations could be solicited from local businesses. Ms. Romney agreed to research whether RAP Tax revenue can be used for programs. Staff was directed to bring ideas back to the Council. Councilwoman Ivie said she would love for the Council to be briefed by the Recreation Director. She expressed concern that the City is offering classes that directly conflict with classes offered by local businesses.

Councilwoman Ivie pointed out that matching funds for Landmarks Commission grants come from the General Fund, while matching funds for Whitaker Museum grants have to come directly from the Whitaker Museum account. Mr. Thacker explained that RAP Tax revenue is the source of the City's match for the Museum's CLG grant in the current budget. Councilwoman Fillmore commented that the Whitaker Museum is unique in that the budget amounts remain in the Whitaker Museum account rather than going back to the General Fund at the end of each fiscal year.

LIAISON REPORT

John Higginson, liaison to the Wasatch Integrated Waste Management District, updated the Council on operations and future plans of the Waste District. A copy of his presentation is available with the meeting agenda on NovusAgenda. He explained that, if the proposed Expanded Materials Recovery and Transfer Station project is implemented, blue-can recycling and green-waste cans could be eliminated in Centerville. The project is estimated to cost $10 million, and a $2 per month increase in the Household Use Fee is under consideration. The Council and staff pointed out that, as proposed, two black garbage cans would be more expensive for citizens than the current black garbage and blue recycling can arrangement. Mr. Higginson pointed out that extending the lifespan of the landfill would be beneficial to everyone involved.

Staff explained that a correction to the original resolution that appointed former-Councilman Higginson to the position of liaison is needed for him to complete the usual four-year term. The Council agreed a corrected resolution should be prepared for the December 6 meeting.

MAYOR'S REPORT

- UTOPIA financial reports are available with the meeting agenda on NovusAgenda.
- Mayor Cutler reported that UDOT has rejected proposed safety improvements to Main Street school crossing lights.
- The Mayor informed the Council that he is aware of a developer hoping to propose improvements to the former Dick's Market property on Pages Lane. Mayor Cutler said he does not think the proposal will be ready to present for several months. Potential uses under consideration include an assisted living facility and charter school.

CITY MANAGER'S REPORT

- Mr. Thacker reviewed the 2017 Capital Improvement Program Summary with the Council. Councilman McEwan pointed out that the Whitaker Museum is the only City-owned facility without blacktop parking, and asked if a blacktop parking lot could be added to the list of Whitaker Museum safety improvements.
- An RDA/ACB meeting is scheduled for December 6, 2016. The Parks Committee would like to meet in a work session with the Council on January 3, 2017.

MISCELLANEOUS BUSINESS

- Councilwoman Fillmore made a **motion** to approve a Recording Secretary Agreement with Emily Hatch. Councilman Ince seconded the motion, which passed by unanimous vote (5-0).
- The Council chose to not take any action regarding the Utah Transit Authority (UTA) 2017 Tentative Budget. Councilman McEwan asked how much UTA Board Members are paid. Staff will ask UTA for an answer.

APPOINTMENT

Mayor Cutler recommended the Council appoint Kathy Helgeson to a three-year term on the Planning Commission. Councilwoman Fillmore made a **motion** to appoint Kathy Helgeson to the Planning Commission. Councilman Ince seconded the motion, which passed by unanimous vote (5-0).

ADJOURNMENT

At 9:31 p.m., Councilman Ince made a **motion** to adjourn the meeting. Councilwoman Ivie seconded the motion, which passed by unanimous vote (5-0).

______________________________ ______________________
Marsha L. Morrow, City Recorder Date Approved

____
Katie Rust, Recording Secretary

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/6/2016

Item No. 2.

Short Title: Summary Action Calendar

Initiated By:

Scheduled Time: 7:10

SUBJECT

a. Davis Metro Narcotics Strike Force Interlocal Agreement - Consider Resolution No. 2016-28
b. Consider Resolution No. 2016-27 correcting Resolution No. 2014-03 regarding the appointment term of John Higginson to the Wasatch Integrated Waste Management District Board as City's representative
c. Terminate warranty for Cosper Site
d. Purchase three vehicles for Police Department from Ken Graff Ford in the total amount of $82,056.42 ($27,352.14 each)
e. City Council 2017 Meeting Schedule - Consider Resolution No. 2016-29

RECOMMENDATION

a. Approve Resolution No. 2016-28 authorizing the execution of an Interlocal Agreement between Centerville City, Davis County, and various participating cities for the continued joint creation and participation in the Davis Metro Narcotics Strike Force, subject to minor corrections acceptable to the City Attorney.

b. Approve Resolution No. 2016-27 correcting the appointment term of John Higginson as a member of the Board of Wasatch Integrated Waste Management District representing Centerville City

c. Terminate warranty period for the Cosper Site, located at 85 South 300 East and authorize release of remaining bond (in the form of a cash bond) in the amount of $1,785.

d. Purchase three vehicles for Police Department from Ken Graff Ford in the total amount of $82,056.42.

e. Approve the enclosed Resolution No. 2016-29 establishing the City Council's 2017 meeting schedule.

BACKGROUND

a. The City has previously entered into an Interlocal Agreement with Davis County and other cities within Davis County for the creation, funding and operation of the Davis Metro Narcotics Strike Force. The Davis Metro Narcotics Strike Force has been created to address growing illegal drug issues within our communities. In order to obtain federal funds for the Strike Force, the US Department of Justice is requiring all participating agencies to submit a new signed agreement dated this year (and reviewed and updated annually). Thus, it is requested the City Council review and approve the attached Davis Metro Narcotics Strike Force Interlocal Agreement. Further information and recommendation for approval of the Agreement is set forth in the attached Memo from Police Chief Child. **There are a few known typographical errors in the attached agreement. The drafters are going to send out a new version with the requested corrections, so it is recommended the Council approve the agreement "subject to minor changes acceptable to the City Attorney."

b. The City appointed John Higginson as its representative on the Administrative Board of Wasatch Integrated Waste Management District by Resolution No. 2014-03. Section 1 of Resolution No. 2014-03 appointed John Higginson as a member of the Administrative Board for a four-year term, but that term was described by date commencing on January 7, 2014 and ending on January 7, 2017. Due to the inconsistent dates set forth in Resolution No. 2014-03, Staff recommends the City Council adopt Resolution No. 2016-27 correcting the appointment term for John Higginson to a four-year term. Such correction will read as follows: "Such appointment shall be for a four-year term commencing on January 7, 2014 and ending on January 7, 2018, or if earlier, ending on the date of the resignation or removal of such individual as the member of the Board."

c. The City Engineer recommends termination of warranty period for the Cosper Site (see attached email). The warranty period commenced on October 6, 2015.

d. The Police Department has $123,000 in their FY 2017 Budget to purchase and equip three vehicles. These vehicles will all be patrol vehicles and replace the last three remaining Crown Vic patrol cars. The justification for purchasing SUVs is explained in the attached memo from Lt. Steenblik.

e. There are two meetings in 2017 scheduled for a Wednesday due to the 4th of July falling on the first Tuesday and Election day falling on the first Tuesday in November. Moving the November 7 meeting to November 8 would normally conflict with the Planning Commisison meeting; however, to avoid this, the Planning Commission will hold their one meeting in November on the 3rd Wednesday, November 15. Upon approval by the City Council, the 2017 regular meeting schedule will be published as required by state law. This does not mean the City Council has to meet on each of these dates. However, if a regular meeting is cancelled, a notice of such cancellation should be posted in advance of that date.

ATTACHMENTS:

Description

- Davis Metro Narcotics Interlocal-Chief Child Cover Memo
- Davis Metro Narcotics Interlocal-Commander Horton Cover Letter
- Resolution No. 2016-28-Narcotics Interlocal Agreement
- Davis Metro Narcotics Strike Force Interlocal Agreement
- Resolution No. 2016-27-Wasatch Waste District Appointment
- Cosper-Email from City Engineer
- Cosper Bond Reduction Backup
- Vehicle Purchase-Memo from Police Department
- Resolution No. 2016-29 - 2017 City Council meeting schedule

Memo

To: Mayor and City Council

From: Chief Paul Child

Date: November 29, 2016

Re: Davis Metro Narcotics Strike Force Inter-local Agreement

The Davis Metro Narcotics Strike Force, which I will here-to-for refer to as "Metro", was formed many years ago by the various police agencies in Davis County to address growing illegal drug issues. Metro has served an important role throughout the years in combating illegal drug distribution and educating agencies on proper enforcement tactics. Because illegal drug distribution is widespread and knows no municipal or governmental boundaries; and the enforcement requires special training, tools, tactics, intelligence, etc... it makes good sense to pool the resources of the various agencies in the county to create this task force. This model has worked well for us for many years.

Centerville Police has been a participating partner of Metro for many years through yearly assessment fees. The police department often reports drug related intelligence to Metro and they will let us know when a situation is occurring in our city boundaries. Although the number of actual cases handled in Centerville City is small we benefit from their efforts no matter where an arrest or enforcement action is taken. While Centerville Police does investigate small narcotic distribution cases on a limited basis, our preference is to refer these cases to Metro as we don't have the training, resources or intelligence gathering capacity that Metro has. Currently Metro has 12 agents, 1 National Guard analyst, and 1 administrative assistant.

Contributions to Metro can either be in the form of personnel or a financial assessment. Currently, and for the foreseeable future, we do not support Metro with man power but rather through a yearly assessment. This assessment is based on the population census. Prior to 2012 we were paying at a rate of .50 cents per person living in Centerville which amounted to $7,800. From 2012 until last year we have paid at a rate of .75 cents per person. Last year Kaysville Police decided to place an officer into Metro in lieu of paying their assessment which created a deficit of funds, combined with this the State of Utah has cut back on the amount of grant funds available for drug enforcement. Because of these changes in funding the remaining agencies who do not support Metro with personnel are asked to increase their contribution to .88 cents per person which will take us from $11,501 to $14,630.

I support our participation in Metro which fulfills a need in our community that we do not have the resources to do ourselves. I believe this is a very reasonable cost given the benefit that our community as a whole receives from the investment.

Davis County Sheriff's Office
Bountiful Police Dept.
Centerville Police Dept.
Clearfield Police Dept.
Clinton Police Dept.
Farmington Police Dept.
City of Fruit Heights
Kaysville Police Dept.
Layton Police Dept.
North Salt Lake Police Dept.
City of South Weber
Sunset Police Dept.
Syracuse Police Dept.
West Bountiful Police Dept.
City of West Point
Woods Cross Police Dept.
Utah National Guard

Davis County Chiefs of Police and Sheriff Richardson.

Each year our Strike Force is required to submit an Equitable Sharing Agreement and Certification form in order to be compliant with the disbursements of Equitable Sharing funds. This year, the US Department of Justice requires each agency to complete this agreement on-line The Department of Justice is also requiring all Task Forces submit their Interlocal Cooperation Agreement in writing, signed, and dated this year by all participating agencies. In addition, they are requiring the Interlocal Agreement be reviewed and updated annually with new signatures

That being said, the last time we signed and dated the Interlocal Cooperation Agreement was back in 2004. I worked with the Davis County Attorney's Office to review and update the Interlocal Agreement, and it has been approved by Davis County Attorney Troy Rawlings.

I need each of you to ensure this agreement is reviewed and signed by your respective City Officials as soon as possible The US Department of Justice required a newly signed Interlocal Agreement to be submitted by the end of August 2016, which caught all the Task Forces off guard. Our Strike Force is currently in a "non-compliant" status and Equitable Sharing Disbursements to our Strike Force will be suspended until we submit a freshly signed Interlocal Agreement.

I have attached the Interlocal Cooperation Agreement along with a signature page. Once the agreement is signed and dated by your City Officials, please email me a copy of the signature page, which I will attach to the agreement and keep on file

If you have any questions or concerns, please feel free to contact me

Respectfully

Lt. Shawn Horton
Commander Davis Metro Narcotics Strike Force

PO Box 602 Kaysville, Utah 84037 Telephone (801) 336-3555 Fax (801) 336-3560

RESOLUTION NO. 2016-28

A RESOLUTION OF THE CITY COUNCIL OF CENTERVILLE CITY AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CENTERVILLE CITY, DAVIS COUNTY, AND VARIOUS PARTICIPATING CITIES FOR THE CONTINUED JOINT CREATION AND PARTICIPATION IN THE DAVIS METRO NARCOTICS STRIKE FORCE

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

WHEREAS, Centerville City, Davis County, and various participating cities desire to enter into an interlocal cooperation agreement pursuant to the Interlocal Cooperation Act to provide for the effective investigation and prosecution of sales of controlled substances within their jurisdictions and other drug enforcement services, as more particularly provided herein; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this Interlocal Agreement in order to provide for the efficient use of funds and resources for the purpose of jointly investigating and prosecuting violations of controlled substances laws.

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

Section 1. **Agreement Approved.** The Centerville City Council hereby accepts and approves the attached Interlocal Cooperation Agreement between Centerville City, Davis County, and various participating cities for the purpose of jointly investigating and prosecuting violations of controlled substances laws.

Section 2. **Mayor Authorized to Execute.** The Centerville City Council hereby authorizes the Mayor of Centerville City to sign and execute the attached Interlocal Cooperation Agreement 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 Interlocal Agreement adopted herein shall become effective upon the Effective Date set forth in the Interlocal Agreement in compliance with applicable provisions of the Interlocal Cooperation Act.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, ON THIS 6th DAY OF DECEMBER, 2016.

CENTERVILLE CITY

By:________________________________
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.

____________________________ DATE: ______________
MARSHA L. MORROW, City Recorder

EFFECTIVE DATE: ____ day of __________, 20_____.

EXHIBIT "A"

INTERLOCAL COOPERATION AGREEMENT
DAVIS METRO NARCOTICS STRIKE FORCE

AGREEMENT NO. 2016-__________

INTERLOCAL COOPERATION AGREEMENT
DAVIS METRO NARCOTICS STRIKE FORCE

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into by and between DAVIS COUNTY, UTAH, a political subdivision of the State of Utah, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, West Point City, and Woods Cross City.

WITNESSETH

WHEREAS, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, the parties desire to inter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties do hereby agree as follows:

AGREEMENT

Section 1. Effective Date and Duration of Agreement

A. 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"). This Agreement shall continue and remain in full force and effect for a period of time not to exceed fifty years from the Effective Date of this Agreement (the "Term"), unless terminated by the mutual consent of the parties or terminated in accordance with the termination provisions contained herein. Each party shall review and update this Agreement annually.

Section 2. Strike Force

A. The parties, through this Agreement, hereby create the Davis Metro Narcotics Strike Force (hereinafter "Strike Force") for the purpose of investigating and prosecuting violations of the controlled substances laws of the State of Utah and the United States of

America at all levels, and to coordinate and/or provide assistance to the member agencies to combat gang-related activities and other major crimes within Davis County.

B. The Strike Force shall be managed by an Executive Board that shall consist of the following members: The Chief of Police of each participating city's law enforcement department, the Davis County Sheriff, and the Davis County Attorney, or a designated representative as appointed thereto. <u>Executive Board participation is contingent upon participation through assessment fees, or by providing personnel to the Strike Force.</u> Other local, state, or federal law enforcement agencies may attend the board meetings, but shall not have voting status unless they provide funds or personnel to the Strike Force as set forth above.

1. The Executive Board shall, through a two-thirds vote, appoint a Chairperson.

    a. The Chairperson shall preside over the Executive Board, call meetings as necessary, administer the routine affairs of the Executive Board, and enter into contracts as needed upon approved resolution of the Executive Board.

2. The duties of the Executive Board shall be:

    a. Review and coordinate the activities of the Strike Force generally.
    b. Select a Strike Force Commander.

        (1) The Strike Force Commander shall be of Lieutenant rank or higher.
        (2) The Commander shall be in charge of directing Strike Force activities subject to approval of the Chairman and the Executive Board.
        (3) The Commander shall be responsible for the administrative activities of the Strike Force including, but not limited to, maintaining financial records, coordinating agent training, seeking and preparing Federal and State Grants, and requesting appointment of agents, analysts, and other support staff under the guidance and approval of the Executive Board.
        (4) The Commander shall select First Line Supervisors of a Sergeant rank or higher who will be responsible for agent supervision, case management, evaluating and supervising field operations, planning and conducting training, assigning and supervising field training operations, and other duties as assigned by the Commander.
        (5) The Commander shall perform such other duties as required by the Executive Board.

    c. Establish by-laws and operating policy as needed.

        (1) By-laws are adopted, amended, or repealed by a two-thirds vote of those present at a meeting of the Executive Board.
        (2)Operating policy is acted upon as provided by the By-Laws.

3. Designation of Lead Agency.

    a. The Executive Board will establish a Lead Agency from one of the agencies that provides personnel to the Strike Force.
    b. The Lead Agency will remain in place for a term determined by the

Executive Board, and/or as long as the parent jurisdiction will permit this duty. The Utah Commission on Criminal and Juvenile Justice ("CCJJ") requires a minimum of a four-year commitment from the Lead Agency.

c. The Lead Agency will manage the grant funding and other finances of the Strike Force according to its parent jurisdiction's policies and procedures.

C. The Strike Force shall primarily investigate crimes related to controlled substances. The Strike Force has a duty to notify jurisdictions of all crimes discovered in the course of investigation, except such notification may be delayed if, in the discretion of the Strike Force First Line Supervisor, notification will hinder a current Strike Force investigation.

D. All employees assigned to the Strike Force, except as the Executive Board may otherwise allow, shall be Category I Peace Officers as defined by the laws of Utah.

E. All of the participants acknowledge and agree that the territorial jurisdiction of the Strike Force is the incorporated and unincorporated areas of Davis County. The participants expressly consent to the investigations conducted by the Strike Force within their geographical boundaries, provided that Strike Force investigators outside of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section 3.

F. All participants may refer any narcotics investigation within their jurisdiction to the Strike Force. The Strike Force may decline any case for cause.

Section 3. Participants

A. Parties or participants to this agreement shall consist of two categories:

1. Manpower participants are those agencies that supply personnel to the Strike Force.
2. Non-manpower participants are those agencies that do not supply personnel, but do contribute funds for the operation of the Strike Force. Agencies that elect to participate through the contribution of funds must comply at all times with the current Assessment Fee Schedule established and approved by the Executive Board.
3. All participants to this Agreement shall, through their representative on the Executive Board, have voting status. Any reference in this Agreement to an action by vote or any action under by-law requiring a vote shall be done by members of the Executive Board.

Section 4. Costs

A. The operation of the Strike Force shall be financed by available State and Federal funds secured for such purposes, and by direct contributions of money, personnel, and equipment by the parties to this agreement. The Strike Force Commander shall review budget expenses and funding sources on a yearly basis and submit a proposed budget for the coming fiscal year to the Executive Board for approval.

B. Each agency providing personnel shall absorb all costs associated with its participation. All salaries including benefits and other obligations of officers and staff assigned to the Strike Force shall be paid by the contributing jurisdiction with the exception of overtime. Overtime is currently reimbursed through grant funding. Should grant funding cease, the contributing agencies will be responsible for overtime. The Strike Force will provide agents with vehicles, fuel, and routine vehicle maintenance. Vehicle insurance, however, will be the responsibility of the contributing agency.

C. Any agent loaned to another agency may have all costs of that agent paid by the receiving agency unless otherwise approved by the Executive Board.

D. The Executive Board may approve an operating fund for general costs incurred not directly attributable to any participant herein. Any purchase that exceeds $7,500 that has not been previously budgeted for out of program income must receive prior Board approval. This does not apply to grant funding, which is governed by grant rules and regulations.

E. The Strike Force office space is currently funded by a combination of grants and assessment fees. Should grant funding cease, the Executive Board members shall provide the needed office space for the Strike Force. The Executive Board may acquire facilities as needed throughout the county.

F. The Executive Board shall determine on a yearly basis the appropriate level of funding to be assessed to the agencies that do not provide personnel.

Section 5. Liability & Indemnification

A. All parties to this Agreement are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Agreement shall be construed to be a waiver by any party of any protections, rights, or defenses applicable under the Act. It is not the intent of any party to incur by agreement any liability for the negligent operations, acts, or omissions of another party or any third party and nothing in this Agreement shall be so interpreted or construed. Each party agrees to indemnify and hold the other parties harmless for any claim, injury, or damage arising out of or connected with the negligent actions or omissions of such other party in connection with any activity contemplated by this Agreement or the operation of the Davis Metro Narcotics Strike Force.

B. Agencies contributing personnel shall control and conduct the legal defense of its own employees, but shall consult with other participants in any joint defense and shall advise all other participants prior to settling or paying any claim.

C. Each party agrees to maintain insurance coverage or self-insurance during the term of this Agreement.

Section 6. Participation by Outside Agencies

A. Governmental entities from different jurisdictions outside Davis County that are not an original party to this Agreement may join the Strike Force with formal approval from the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as determined appropriate by the Executive Board.

Section 7. Termination Provisions

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

1. The mutual written agreement of the Parties;
2. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and by the passage of resolution by a majority of the governing bodies of the participants authorizing such termination.
3. Upon termination of this entire Agreement, all available program funds (not grant funds) shall be distributed among the current members in proportion to their most recent annual contribution. The costs associated with providing manpower to the Strike Force will also factor into how the program funds are distributed.

Section 8. Withdrawal

A. Any party may withdraw upon providing thirty days written notice to the Board.

B. Upon withdrawal of any party, or termination of this Agreement, each party shall retain any property that it provided to the Strike Force. Upon termination of this Agreement, any property obtained in common, or through state or federal grants, shall be disposed of in accordance with the applicable grant policies.

Section 9. Seizures

A. All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act or gang related activities shall be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to current State and Federal Laws.

Section 10. Policies

A. All parties hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with its policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the Strike Force.

Section 11. Disciplinary Action

A. The Strike Force Supervisor may informally discipline an agent for minor complaints/incidents. All complaints/incidents shall be recorded by the Strike Force first line supervisor for evaluation purposes. The Strike Force Supervisor may also recommend to the contributing agency and the Executive Board that an agent be removed from the Strike Force.

B. All major complaints/incidents will be referred to the contributing agency, and any formal discipline will be the responsibility of the contributing agency.

Section 12. Miscellaneous

A. Each party and participant hereby represents and warrants that:

1. It is a public agency or public entity within the meaning of the Interlocal Cooperation Act; and
2. It is duly authorized to execute and perform this Interlocal Agreement; and
3. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

B. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.

C. This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Interlocal Act.

D. This Interlocal Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by the governing body of each of the Participants and filing of duplicate originals with the official keeper of records of each party.

E. As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.

F. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

G. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.

H. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.

I. This Agreement is not intended to benefit any party or person not named as party hereto.

J. The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by any party prior to the date hereof regarding the subject matter herein.

K. The parties hereto agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

L. Termination of this Agreement shall not extinguish or prejudice any 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.

M. Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other parties. Any attempt to assign any right or privilege connected with this Agreement without prior written consent of the other parties shall be void.

O. 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.

IN WITNESS WHEROF, the parties have executed multiple copies or counterparts of this agreement, each of which will be deemed an original.

DAVIS COUNTY

Authorized by Resolution No. _________, authorized and passed on the ________ day of ____________________, 2016.

BOARD OF COUNTY COMMISSIONERS
DAVIS COUNTY, UTAH

____
JOHN PETROFF, Jr., Chairman

ATTEST: CURTIS KOCH
Davis County Clerk / Auditor

Reviewed as to form and compatibility with the laws of the State of Utah

By: ______________________________
Davis County Clerk / Auditor

____
COUNTY ATTORNEY

BOUNTIFUL CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of __________________, 2016.

By: ________________________________

Title: ________________________________

Date: ________________________________

ATTEST:

____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY ATTORNEY

<u>CENTERVILLE CITY</u>

Authorized by Resolution No. ____________, authorized and passed on the _______

day of __________________, 2016.

By: ________________________________

Title: ________________________________

Date: ________________________________

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY RECORDER

____
CITY ATTORNEY

CLEARFIELD CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of __________________, 2016.

By: ________________________________

Title: ______________________________

Date: ______________________________

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY RECORDER

____
CITY ATTORNEY

CLINTON CITY

Authorized by Resolution No. ____________, authorized and passed on the ______

day of __________________, 2016.

By: ________________________________

Title: ________________________________

Date: ________________________________

ATTEST:

____

CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

____

CITY ATTORNEY

FARMINGTON CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of ___________________, 2016.

By: ___________________________________

Title: _________________________________

Date: _________________________________

ATTEST:

____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY ATTORNEY

FRUIT HEIGHTS CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of __________________, 2016.

By: ________________________________

Title: ________________________________

Date: ________________________________

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY RECORDER

____
CITY ATTORNEY

KAYSVILLE CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of ___________________, 2016.

By: _________________________________

Title: _________________________________

Date: _________________________________

ATTEST:

____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY ATTORNEY

LAYTON CITY

Authorized by Resolution No. ____________, authorized and passed on the ______ day of __________________, 2016.

By: ______________________________

Title: ______________________________

Date: ______________________________

ATTEST:

____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY ATTORNEY

NORTH SALT LAKE CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of __________________, 2016.

By: ________________________________

Title: ________________________________

Date: ________________________________

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY RECORDER

____
CITY ATTORNEY

SOUTH WEBER CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of __________________, 2016.

By: ________________________________

Title: ________________________________

Date: ________________________________

ATTEST:

____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY ATTORNEY

SUNSET CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of __________________, 2016.

By: ______________________________

Title: ______________________________

Date: ______________________________

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY RECORDER

____
CITY ATTORNEY

SYRACUSE CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of __________________, 2016.

By: ________________________________

Title: ________________________________

Date: ________________________________

ATTEST:

____
CITY RECORDER

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY ATTORNEY

WEST BOUNTIFUL CITY

Authorized by Resolution No. _____________, authorized and passed on the _______ day of ____________________, 2016.

By: ___________________________________

Title: ___________________________________

Date: ___________________________________

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY RECORDER

____
CITY ATTORNEY

WEST POINT CITY

Authorized by Resolution No. ____________, authorized and passed on the _______ day of __________________, 2016.

By: ________________________________

Title: ________________________________

Date: ________________________________

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY RECORDER

____
CITY ATTORNEY

<u>WOODS CROSS CITY</u>

Authorized by Resolution No. ____________, authorized and passed on the _______ day of __________________, 2016.

By: ________________________________

Title: ________________________________

Date: ________________________________

ATTEST:

Reviewed as to form and compatibility with the laws of the State of Utah

____
CITY RECORDER

____
CITY ATTORNEY

RESOLUTION NO. 2016-27

A RESOLUTION CORRECTING THE APPOINTMENT TERM OF JOHN HIGGINSON AS A MEMBER OF THE BOARD OF WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT REPRESENTING CENTERVILLE CITY

WHEREAS, Centerville City has previously appointed John Higginson as a member of the Board of Wasatch Integrated Waste Management District representing Centerville City as set forth in Resolution No. 2014-03; and

WHEREAS, pursuant to Section 1 of Resolution No. 2014-03, John Higginson was appointed as a member of the Board of Wasatch Integrated Waste Management District for a four-year term but such term was described by date commencing on January 7, 2014 and ending January 7, 2017; and

WHEREAS, the City Council desires to correct the inconsistent dates set forth in Resolution No. 2014-03 to reflect the proper four-year term for John Higginson commencing on January 7, 2014 and ending on January 7, 2018.

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

Section 1. **Correction.** Resolution No. 2014-03 is hereby amended to correct the appointment term for John Higginson to the Board of Wasatch Integrated Waste Management District representing Centerville City to read as follows: "Such appointment shall be for a four-year term commencing on January 7, 2014 and ending on January 7, 2018, or if earlier, ending on the date of the resignation or removal of such individual as the member of the Board." All provisions of Resolution No. 2014-03 shall remain in full force and effect as amended.

Section 2. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 6th DAY OF DECEMBER, 2016.

ATTEST:	**CENTERVILLE CITY**
By: ________________________	By: ________________________
Marsha L. Morrow, City Recorder	Paul A. Cutler, Mayor

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

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

______________________________ ________________

MARSHA L. MORROW, City Recorder Date

EFFECTIVE DATE: ______ day of ___________________ 2016.

Marsha Morrow

From:	Kevin Campbell <Kevin.Campbell@esieng.com>
Sent:	Friday, November 18, 2016 9:19 AM
To:	Steve Thacker
Cc:	Marsha Morrow
Subject:	Randy Cosper Site - 85 S 300 E - End Warranty
Attachments:	Randy Cosper Site - BR #2 (End Warranty)_11-18-16.pdf

Steve,

The attached bond reduction and end of warranty is recommended for the Cosper Site.

Kevin

Kevin Campbell, P.E.
Centerville City Engineer

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

CENTERVILLE CITY
IMPROVEMENTS AGREEMENT BOND REDUCTION REQUEST

No. 2 (End Warranty)

Proj. # 14-167

Subdivision or Developer Name: Randy Cosper Site - 85 South 300 East

Sub-divider or Developer: Randy Cosper

Address: ____________________

Phone: ____________________

Bonding Entity: Cash Bond

DESCRIPTION OF SUBDIVISION OR DEVELOPMENT IMPROVEMENTS AND PERCENTAGE OF COMPLETION:

See attached sheet

Original Amount of Bond	$ 21,420.00
Present Amount of Bond	$ 1,785.00
Amount of Bond Release Requested	$ 1,785.00
Remaining Bond Amount	$ 0.00

SUBDIVIDER'S OR DEVELOPER'S CERTIFICATION:
All work described above has been completed in accordance with Centerville City Ordinances, Subdivision Standards and Specifications and the Improvements Agreement entered into with the City for the above-described project

.

____________________ Sub-divider or Developer Date

Receipt of request by City: ____________________
Received by Date

Release of the sum of $ 1,785.00 , is hereby authorized. Said release will end the applicable warranty period for said improvements.

Recommendation for approval:

Kevin L. Campbell, P.E. 11-18-16
City Engineer Date

CENTERVILLE CITY
IMPROVEMENTS AGREEMENT BOND REDUCTION REQUEST
No. 2 (End Warranty) Date: 11-18-16

Subdivision: Randy Cosper Site - 85 S. 300 East

Item Nos.	Description	Estimated Amount	Completed Amount	Amount Released
1	Sidewalk	$14,400.00	100%	$14,400.00
2	Drive Approach	$1,350.00	100%	$1,350.00
3	Ped ramp and curb / gutter	$1,500.00	100%	$1,500.00
4	Road-base	$600.00	100%	$600.00
5	Contingency	$3,570.00	100%	$3,570.00
	Total	$21,420.00		$21,420.00

MEMO

To: Blaine Lutz

From: Von Steenblik

Date: November 22, 2016

Re: Capital Equipment Order

The Police Department is requesting permission to order the three vehicles approved in the department's FY2016/17 budget. These vehicles will all be patrol vehicles and replace the last 3 remaining Crown Vic patrol cars.

Ken Graff Ford has the current state bid pricing and has given us a quote of $27,352.14 for a 2017 Ford Interceptor SUV. These SUV vehicles will enable us to use them in all weather conditions and some off road conditions with all wheel drive capacities. They allow us to carry all the needed equipment in the back area as well as a secure area to transport prisoners. The SUV's are much easier to get in and out of continually for the officers and provide a better field of vision for patrol work. They also retain a much higher trade in value at the end of service.

The total cost for 3 vehicles will be $82,056.42

Please contact me if you have any questions.

RESOLUTION NO. 2016-29

A RESOLUTION ESTABLISHING THE REGULAR MEETING SCHEDULE OF THE CENTERVILLE CITY COUNCIL FOR 2017.

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

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

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

Section 1. **Meeting Schedule.** The annual meeting schedule of the Centerville City Council for the calendar year 2017 shall be as follows:

January 3rd	July 5th (Wednesday)
January 17th	July 18th
February 7th	August 1st
February 21st	August 15th
March 7th	September 5th
March 21st	September 19th
April 4th	October 2nd
April 18th	October 17th
May 2nd	November 8th (Wednesday)
May 16th	November 21st
June 6th	December 5th
June 28th	December 19th

* Note: The 4th of July is on the first Tuesday in July; therefore, the Council will meet on Wednesday, July 5, 2017. Also, Elections are held on the first Tuesday in November (November 7); therefore, the City Council meeting will be held on Wednesday, November 8, 2017.

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

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

Section 4. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, on this 6th day of December, 2016.

CENTERVILLE CITY

BY:______________________________
Mayor

ATTEST:

____
Marsha L. Morrow, City Recorder

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

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

PASSED on _____ day of _______________, 20_____.

RECORDED on _____ day of _______________, 20_____.

EFFECTIVE on _____ day of _______________, 20_____.

________________________________ DATED: ____________________
MARSHA L. MORROW, City Recorder

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/6/2016

Item No. 3.

Short Title: Public Hearing – Duncan Hills Subdivision Plat Amendment

Initiated By: N. Dale Anderson, Applicant

Scheduled Time: 7:15

SUBJECT

Consider Subdivision Plat Amendment for the Duncan Hills Subdivision located at approximately 467 East 500 North, Centerville - N. Dale Anderson, Ensign Construction and Development, LLC, Applicant

RECOMMENDATION

Consider Subdivision Plat Amendment for the Duncan Hills Subdivision located at approximately 467 East 500 North, Centerville, including proposed lot line configuration as discussed in the Staff Report dated November 14, 2016.

BACKGROUND

See attached Staff Report dated November 14, 2016.

ATTACHMENTS:

Description

- 11-14-2016 CC Staff Report - Duncan Hills Subdivision Lots 9 & 10 - Plat Amendment
- Duncan Hills Subdivision Amended Plat
- Aerial View of Subject Property

CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

STAFF REPORT

PETITIONER:	**N. DALE ANDERSON** **ENSIGN CONSTRUCTION** **837 NORTH 700 EAST** **CENTERVILLE, UTAH 84014** (ndaleanderson@gmail.com)
PROPERTY:	**02-191-0003 & 02-097-0103** **(DUNCAN HILL LOTS 9 & 10-PROPOSED)**
ACREAGE:	**0.742 ACRES**
ZONING:	**RESIDENITAL-LOW (R-L)**
APPLICATION:	**SUBDIVISION PLAT AMENDMENT**
RECOMMENDATION:	**CONSIDER THE PROPOSED AMENDMENT**

BACKGROUND

The petitioners desire to amend the subdivision plat by altering the dimension of Lot 9 and assimilate a portion the parcel of land to the north into Lot 9, thereby leaving the remaining parcel area as an additional lot (to be labeled as Lot 10). The purpose of the amendment is as follows:

- The parcel to the north of Lot 9 is transected by the Parrish Creek Channel, which potentially constrains the development of the land parcel.
- This drainage channel constraint requires the construction of a bridge(s) to access the useable area of the parcel.

- Rather than subdivide the north parcel into two (2) new lots, the owner of Lot 9 desires to assimilate a portion of the parcel and construct a larger home.
- The amendment would leave the remaining parcel area (proposed Lot 10) to be developed with a small home rather than subdividing the entire parcel into two (2) independent lots.
- An easement for the Parrish Creek Drainage would be granted to Davis County to facilitate the County's interest in maintaining drainage infrastructure and minimizing the use of bridging over the channel.
- The net development of home lots would be two (2) rather than a potential of three (3).

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 involves the Parrish Creek drainage channel challenges of Parrish Creek that transects across a privately-owned parcel. The County has jurisdiction to manage stream drainage areas for any proposed development within 50' requiring permits from Davis County prior to any development. At present, there are no homes constructed within the current parcel boundary. Thus, any proposal to develop would require a County Permit and likely include a drainage easement in favor of the County to ensure appropriate development and provision of adequate access to maintain the drainage channel. The provision of an easement to maintain and provide access to the channel is of import to both the City and the County. Additionally, minimizing obstructions (e.g. bridges over the creek) helps to facilitate adequate flood control management of the Parrish Creek Channel.

As part of the deliberation, the City Council ought to contemplate the proper expectations of development in the area of this drainage channel. Is it a preference to develop two (2) lots for the parcel, in spite of the drainage channel, or consider allowing the amendment to limit the construction of homes near the channel to a maximum of two (2) homes (rather than 3)? Also, the Council should be mindful that the City's Subdivision ordinance primarily desires to create lots with straight/perpendicular side lot lines to the street [see 15-5-102(4)]. It is staff's position that the proposed reconfiguration is peculiarly odd in spite of the issue of the creek drainage. Staff's position is that there are other alternatives to managing the constraints of the drainage channel. However, such alternatives do not meet the desires of the petitioner. Nonetheless, this same ordinance provision does allow the City Council make exceptions to this requirement and decide if the proposed non-perpendicular configuration is justifiable and acceptable.

Furthermore, there is a rear lot line easement along Lot 9 that would need to be vacated to allow the assimilation of additional property for this lot. However, there is an aerial power line transecting the lot that services the secondary water provider's facility for the area. This rear lot line easement would need to be converted from a ground-based easement to an aerial easement. Additionally, the reconfiguration of Lot 9 and the configuration of the new Lot 10 would require the provision of the required three (3) new easements for each lot, consisting of a 10' front, 7' foot side, and 7' rear lines of the two (2) lots [see 15-5-106 (8)]. Also, the actual buildable area (min. 2,000 sq. ft. not including setback areas) for each lot needs to be shown on plat.

Lastly, the expected development fees for Lot 9, as part of the original subdivision, have been accounted for with the recording of the original plat. However, the proposed Lot 10 was not originally part of the Duncan Hill Subdivision. Therefore, such development fees would need to be collected to cover the costs of platting the additional lot as part of the proposed subdivision plat amendment and prepare the lot for a future home.

PLANNING STAFF RECOMMENDATION

If the City Council finds the unique lot line configuration of the proposed lots 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 Lots 9 & 10 of the Duncan Hill Subdivision: I hereby make a motion for the City Council approve the proposed plat amendment, subject to the following:

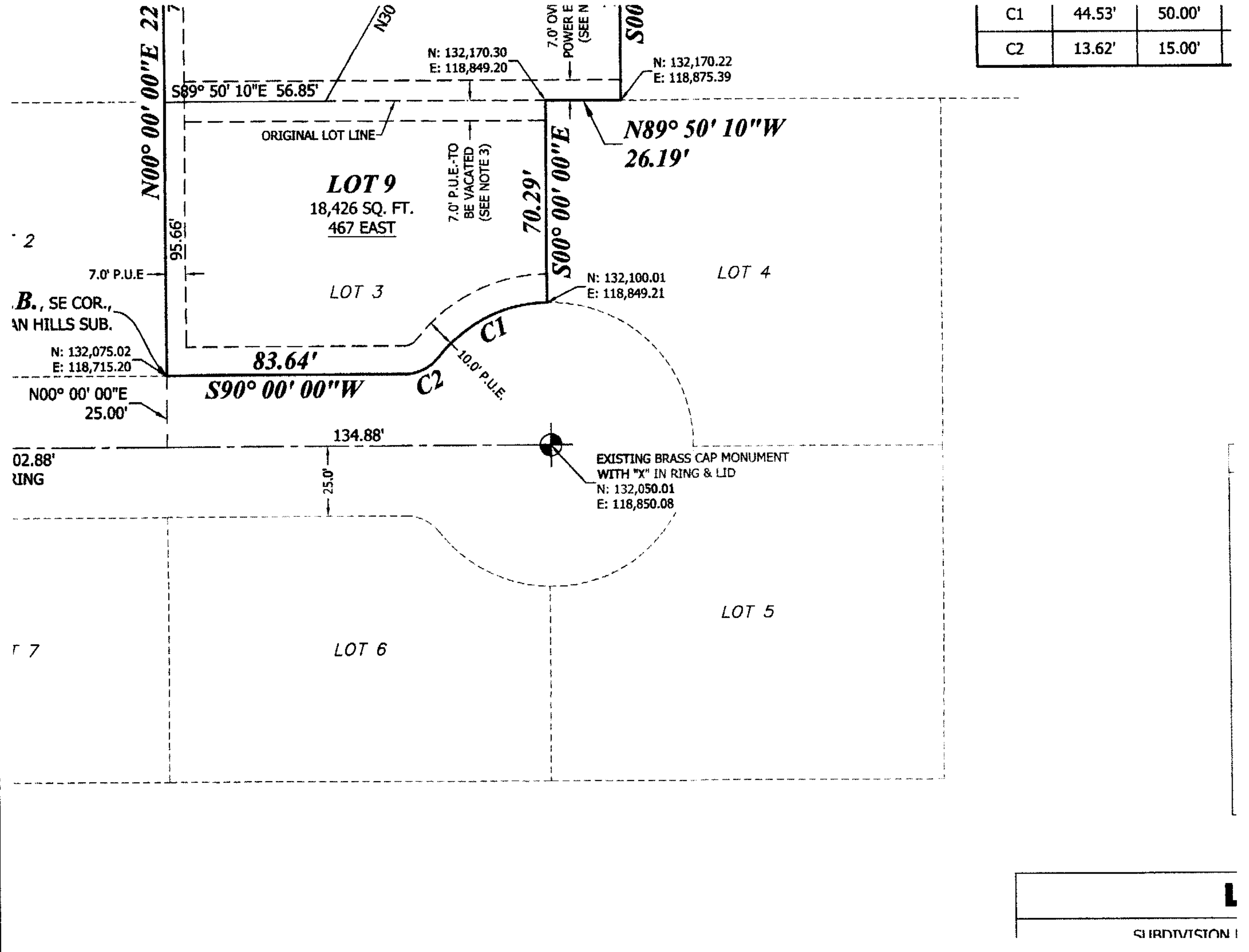
1) *Preparation and submittal of a final linen subdivision plat to the City Recorder's Office to reflect the changes to Lot 9 and the creation of Lot 10 in the Duncan Hills Subdivision Amended.*
2) *A subdivision plat note shall be added to reflect that a Davis County Permit is required for any development within 50 feet of the drainage channel, which language shall be deemed acceptable to the City Engineer and/or City Attorney.*
3) *The existing rear lot line public utility easement for Lot 9 shall be vacated in accordance with applicable provisions and procedures set forth in State law and a new private aerial easement shall be provided for existing utilities, which procedures and provisions shall be deemed acceptable to the City Engineer and/or City Attorney.*
4) *With the reconfiguration of Lot 9 and the addition of Lot 10, the subdivision plat shall depict the required three (3) new public utility easements for each lot, consisting of a 10' front, 7' foot side, and 7' rear lines of the two (2) lots and shall be deemed acceptable by the City Engineer. Other public utility easements may be required to be provided outside the Parrish Creek Easement and shown on the plat to the extent deemed necessary by the City Engineer.*
5) *The actual buildable area (min. 2,000 sq. ft. not including setback areas) for each lot shall be shown on subdivision plat. Due to the odd lot configurations for Lot 9 and Lot 10, setback requirements shall be shown on the plat to the extent deemed necessary by the City Engineer and Zoning Administrator.*
6) *Revise plat notes and easements as deemed necessary by the City Attorney.*

7) *All applicable subdivision development fees shall be collected to cover the costs of platting Lot 10 as part of the proposed subdivision plat amendment and the provision of related infrastructure, prior to the recording of the plat.*

Suggested Reasons for the Action (Findings):

a. The City Council finds that amendment involves the Parrish Creek Drainage Channel, which creates unique situation for the development of the parcel north of Lot 9.
b. The City Council finds that it is not a City preference to develop the related parcels greater than the proposed two (2) lots.
c. The City Council finds that due to the physical constraints the drainage channel, it is not necessary or superior to create lots with straight/perpendicular side lot lines to the street
d. Therefore, due to the findings listed above, City Council believes that there is good cause for the plat amendment.
e. Therefore, with the specific conditions of the plat approval, the City Council finds that the public interest will NOT be materially injured by the proposed plat amendment.

C1	44.53'	50.00'
C2	13.62'	15.00'



Aerial View of Subject Property
Duncan Hills Subdivision Amended
467 East 500 North
Centerville, Utah

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/6/2016

Item No. 4.

Short Title: Police Department Matters

Initiated By:

Scheduled Time: 7:25

SUBJECT

a. Consider participation in Local Public Safety and Firefighter Surviving Spouse Trust Fund
b. Consider hiring incentive for police officers

RECOMMENDATION

a. Authorize Centerville City to participate in the Local Public Safety and Firefighter Surviving Spouse Trust Fund.
b. Authorize the Police Chief to offer a hiring incentive to a Police Academy student in the form of reimbursement of the Academy tuition over several years.

BACKGROUND

a. State law requires public safety and fire agencies to pay the full premium for health insurance for a surviving spouse and children of police officers and firefighters who die in the line of duty. To mitigate the significant financial burden this would create over many years for an agency, the State has created a Trust Fund that would reimburse an agency for those premiums after the first 24 months--*if the agency is participating in the Trust Fund.* The Police Chief and City Manager both recommend Centerville City participate in the Trust Fund. Participation requires the City Council approve the attached Agreement and that the City makes its annual payment in a timely manner. Currently the City has 18 sworn employees and the annual payment is $95 per covered employee, or $1710 for Centerville's first annual payment. The FY 2017 Adopted Budget includes $2400 for this purpose, based on the upper end of the cost estimate range that was provided earlier this year.

b. Chief Child has begun recruitment of a replacement for Officer Rolynn Snow, who will retire soon. He has learned that many of the Police Academy students have already accepted conditional job offers from other police agencies that include reimbursement of the Academy tuition. In order to compete with other agencies in hiring new officers, Chief Child would like to be able to also make conditional offers to Academy students, including a commitment to reimburse the officer over several years for the estimated $6000 tuition. He recommends the reimbursement occur as follows:

- $1500 after successful completion of the officer's initial field training with the Police Department (12 weeks)
- $1000 after the first year of employment
- $2000 after the second year of employment
- Remainder (approximately $1500) after the third year of employment.

The City Manager supports this recommendation. Funding for this hiring incentive would come from the General Fund contingency budget under the City Council's control.

Lt. Steenblik will attend the Council meeting in lieu of the Police Chief to answer questions about both matters above.

ATTACHMENTS:

Description

- Surviving Spouse Trust Fund-Cost Share Agreement
- UCA 53-17-201-Surviving Spouse Trust Fund
- UCA 53-17-301-Cost Sharing Agreements
- UAC R698-8-Surviving Spouse Trust Fund Regulations

LOCAL PUBLIC SAFETY AND FIREFIGHTER SURVIVING SPOUSE TRUST FUND COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT is authorized by Section 53-17-301 of the Utah Code, and R698-8 of the Utah Administrative Code, and is made effective [DATE], by and between Keith D. Squires, Commissioner, Utah Department of Public Safety and [agency name, administrator name, office address and phone number].

THE PARTIES ENTER THIS AGREEMENT on the basis of the following facts, understandings and intentions:

A. In the event of a line of duty death of a member, the participating agency is required, pursuant to 53-17-201 of the Utah Code, to provide health coverage for the surviving spouse and for a child of the member until the child reaches the age of 26.

B. The participating agency is required to pay 100% of the premium costs for health coverage for surviving spouse and children.

C. Beginning 25 months after the line of duty death, the participating agency is eligible for reimbursement for the health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund.

D. In the event the participating agency fails to submit the annual premium in a timely manner the participating agency may not be eligible for reimbursement of health coverage costs for a surviving spouse or children.

E. The participating agency is not eligible for reimbursement of health coverage costs for a line of duty death that occurs during a period of time when the agency is not a participating agency.

F. A participating agency that elects to participate in the trust fund before July 1, 2017 shall be eligible for reimbursement of health coverage costs for a surviving spouse or children for a line of duty death that occurs on or after July 1, 2015, as long as annual premium payments are current.

G. The provisions found in Utah Administrative Rule R698-8 govern this agreement.

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

1. Payment of Annual Premiums. The participating agency agrees to pay an annual premium as established by the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees. The annual premium shall be based upon the number of members employed by the participating agency, and shall be submitted by the participating agency no later than June 30th each year to the Department of Public Safety Attn. Trust Fund, PO Box 141775, Salt Lake City UT 84114.

2. Eligible Members. The participating agency agrees to furnish to the Department of Public Safety, Attn. Trust Fund annually, with payment of the annual premium, the number of eligible members for whom an annual premium is being paid as of March 31st. The participating agency expressly authorizes the Utah Retirement Systems (URS) to provide to the Utah Department of Public Safety or the Local Public Safety and Firefighter Surviving Spouse Trust Fund Board of Trustees aggregate totals of the participating agency's active employees participating in a retirement system under Utah Code Title 49, Utah State Retirement and Insurance Benefit Act covering public safety and firefighter members, as requested for auditing purposes. Premiums paid by an agency for members who are not eligible for reimbursement from the fund are non-refundable.

3. Reimbursement of Shared Costs. The Commissioner agrees to reimburse the participating agency on an annual basis for the costs of health coverage for an eligible surviving spouse and children from the Local Public Safety and Firefighter Surviving Spouse Trust Fund. A request for reimbursement of health coverage costs shall be submitted to the Department of Public Safety, Attn. Trust Fund by June 30th of each year on a form approved by the Board, in addition to a statement provided by the group health plan that includes the agency's cost for health coverage for the surviving spouse and children of the fallen officer.

4. Books and Records. The Department of Public Safety shall maintain appropriate and accurate books of account and records relating to eligible members, annual premiums paid by a participating agency and reimbursement of health coverage costs from the Local Public Safety and Firefighter Surviving Spouse Trust Fund under this Agreement, and such books of account and records shall be accessible for inspection by representatives of the participating agency at any time during normal business hours. Except in the ordinary course of business of the Department of Public Safety shall use reasonable efforts to keep confidential any and all information they may obtain from time to time in connection with the services they render under this Agreement.

5. Term. This Agreement shall commence on the Effective Date and shall be coterminous providing that annual premiums are kept current by the participating agency.

6. Binding Nature of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto as provided in this Agreement.

7. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Commissioner Keith D. Squires

Utah Department of Public Safety/ Local Public Safety and Firefighter Surviving Spouse Trust Fund Board, Chair

By: ______________________________

Agency Administrator, Title

Agency

By: ______________________________

West's Utah Code Annotated
Title 53. Public Safety Code
Chapter 17. Public Safety Officer and Firefighter Line-of-Duty Death Act
Part 2. Health Coverage for a Surviving Spouse

U.C.A. 1953 § 53-17-201

§ 53-17-201. Surviving spouse and children health coverage for line-of-duty death

Currentness

(1)(a) Subject to Subsection (1)(b), and in accordance with this section, an employer shall allow the surviving spouse and children of a member whose death is classified by the Utah State Retirement Office as a line-of-duty death under the provisions of Title 49, Utah State Retirement and Insurance Benefit Act, to remain eligible for health coverage under the employer's group health plan as if the surviving spouse was an employee of the employer.

(b)(i) The employer shall pay 100% of the premium costs and, if the health coverage is a high-deductible plan, the employer share of any contribution into a health savings account for the surviving spouse and dependent children as described under Subsections (1)(a) and (2), and may not require payment from the surviving spouse for premium costs or health savings account contributions as a condition of qualifying to continue to receive the health coverage.

(ii) For the first 24 months after the line-of-duty death, the employer shall pay the amount specified under Subsection (1)(b)(i).

(iii) Beginning 25 months after the line-of-duty death, an employer may pay the amount specified under Subsection (1)(b)(i) through a cost-sharing agreement under Section 53-17-301 associated with the trust fund created under Section 53-17-401.

(2) An employer shall allow a surviving spouse and children to remain eligible to receive health coverage from the employer under this section at the option of the surviving spouse:

(a) for health coverage for the surviving spouse, until the surviving spouse becomes eligible for Medicare; and

(b) for health coverage of a child, until the child reaches the age of 26.

(3) This section does not apply to a member who:

(a) does not qualify for a line-of-duty death benefit under Title 49, Utah State Retirement and Insurance Benefit Act;

(b) at the time of death, did not receive or qualify to receive employer group health coverage; or

(c) is covered under Section 49-20-406.

Credits

Laws 2015, c. 166, § 11, eff. July 1, 2015; Laws 2016, c. 261, § 1, eff. May 10, 2016.

U.C.A. 1953 § 53-17-201, UT ST § 53-17-201
Current through 2016 Third Special Session

West's Utah Code Annotated
Title 53. Public Safety Code
Chapter 17. Public Safety Officer and Firefighter Line-of-Duty Death Act
Part 3. Cost-Sharing Agreements

U.C.A. 1953 § 53-17-301

§ 53-17-301. Cost-sharing agreements--Deadlines--Terms--Reports--Rulemaking

Currentness

(1) An employer may elect to participate in the trust fund by:

(a) entering into a cost-sharing agreement with the commissioner under this section; and

(b) paying the cost-sharing rate determined by the board.

(2)(a) An employer that does not participate in the trust fund by entering into a cost-sharing agreement in accordance with this section, shall pay the full amount required under Subsection 53-17-201(1)(b)(i).

(b) Subject to the terms of the cost-sharing agreement, an employer that elects to participate in accordance with this section, and stays current with its payments, shall be considered to have paid the employer's full obligation under Subsection 53-17-201(1)(b)(i).

(c) An employer that elects to participate in accordance with this section and that does not stay current with its payments may not be covered from the trust fund.

(3) An employer that elects to participate in the trust fund before July 1, 2017, shall be covered from the trust fund for a line-of-duty death that occurs on or after July 1, 2015.

(4) If an employer does not elect to participate in the trust fund before July 1, 2017:

(a) the employer may elect to participate during an annual open enrollment period as established by the board; and

(b) the employer may not be covered from the trust fund for a line-of-duty death that occurs during a period of time when the employer is not a participant in the trust fund.

(5) The commissioner shall:

(a) in consultation with the board, establish a form and language for a cost-sharing agreement required to use trust funds in accordance with this section;

(b) as directed by the board, assess the annual fee amount established by the board;

(c) prepare and submit to the governor and the Legislature, by October 1 of each year, an annual written report of the trust fund, including its balance, expenditures, and revenues, and the operations and activities of the board under this chapter; and

(d) in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, make rules to implement this chapter.

Credits

Laws 2015, c. 166, § 12, eff. July 1, 2015; Laws 2016, c. 261, § 2, eff. May 10, 2016.

U.C.A. 1953 § 53-17-301, UT ST § 53-17-301
Current through 2016 Third Special Session

End of Document

Utah Administrative Code Currentness
Public Safety
R698. Administration.

U.A.C. R698-8

R698-8. Local Public Safety and Firefighter Surviving Spouse Trust Fund.

R698-8-1. Purpose.

The purpose of this rule is to establish procedures for implementation of the Public Safety Officer and Firefighter Line-of-Duty Death Act.

R698-8-2. Authority.

This rule is authorized by Section 53-17-301.

R698-8-3. Definitions.

(1) The terms used in this rule are defined in Section 53-17-102.

(2) In addition:

(a) "department" means the Utah Department of Public Safety; and

(b) "participating agency" means an employer defined in Section 53-17-102 that has elected to participate in the trust fund.

R698-8-4. Participation Process.

(1) An employer that elects to participate in the trust fund shall submit a cost sharing agreement form approved by the board no later than June 30, 2017.

(2) The cost sharing agreement shall be addressed to the Commissioner's office of the Department of Public Safety, Attn. Trust Fund and shall contain the following:

(a) the name, address and phone number of the employer;

(b) the name and title of each member to be included for reimbursement from the trust fund;

(c) the name, mailing address and signature of the agency administrator completing the cost sharing agreement form; and

(d) the required annual premium amount as determined by the board.

R698-8-5. Annual Payment of Premiums.

(1) A participating agency shall continue to submit annual premium payments to the department in order to continue to participate in the trust fund.

(2) Annual premium payments shall be submitted to the department no later than January 31st of each year.

(3) If a participating agency fails to submit a premium payment as required in this subsection, the department shall notify the agency administrator who completed the cost sharing agreement of the delinquency in premium payments.

(4) If after receipt of a delinquency notice the participating agency fails to submit the annual premium payment within 30 days of the date of the notice, the department shall:

(a) notify the agency administrator who completed the cost sharing agreement that the employer is no longer considered to be a participant in the trust fund; and

(b) include in the notice the total amount of premiums paid by the employer into the trust fund.

R698-8-5. Change of Employment Status of a Member or Agency Administrator.

(1) In the event of a change of employment status of a member or the agency administrator, the agency administrator shall submit notice to the department on a form approved by the board.

R698-8-6. Reimbursement of Health Coverage Costs.

(1) In the event of a line-of-duty death of a member, a participating agency may receive reimbursement for payment of health coverage premiums and contributions made to a health savings account as described in Section 53-17-201.

(2) To receive reimbursement for payments described in Subsection (1), the participating agency shall submit to the department:

(a) a request for reimbursement on a form approved by the board upon initial request; and

(b) a copy of the statement provided by the group health plan that includes the participating agency's costs for coverage upon initial request and each month thereafter.

(3) The request for reimbursement form shall include:

(a) the name of the spouse for whom coverage is provided; and

(b) the name and date or birth for each child under the age of 26 for whom coverage is provided.

(4) If the member did not have a living spouse at the time of death, the request for reimbursement form shall include the name and date of birth for each child under the age of 26 for whom coverage is provided.

R698-8-7. Discontinuation of Reimbursement of Health Coverage Costs.

(1) In the event of the death of a spouse or child for whom coverage is provided under Section 53-17-201, the participating agency shall submit to the department:

(a) a form approved by the board that includes;

(i) the name of the spouse or child that is deceased;

(ii) the individual's date of birth; and

(iii) the date of the individual's death.

(2) Upon receipt of the form described in Subsection (1), the department shall discontinue reimbursement of health coverage costs from the trust fund for the deceased individual.

(3) If reimbursement is being paid from the trust fund for health coverage costs to an employer for a child under the age of 26, reimbursement will be automatically discontinued when the child reaches the age of 26.

Credits
KEY: line-of-duty death, cost sharing agreement, surviving spouse trust fund

February 24, 2016

53-17

Current through November 1, 2016.

U.A.C. R698-8, UT ADC R698-8

End of Document

CENTERVILLE
CITY COUNCIL
Staff Backup Report
12/6/2016

Item No. 5.

Short Title: Whitaker Museum Matters

Initiated By:

Scheduled Time: 7:40

SUBJECT

a. Review funding sources for Museum projects
b. Discuss potential improvements, including parking, pathways and lighting

RECOMMENDATION

a. Councilman McEwan has requested the Council review the source of funding for Museum projects.
b. Councilman McEwan has also requested the Council discuss potential improvements for the Museum property--specifically parking, pathways and lighting.

BACKGROUND

a. The FY 2017 Adopted Budget for the Museum assumes $8800 of RAP Tax funding as the match for the $6350 portion of the CLG grant that will be used by the Museum for the following projects:

- Replacing the east door with a time-period door
- Installing a kitchen faucet and sink
- Renovation of Carriage House/Garage interior

Councilman McEwan is questioning whether the match should be coming from the General Fund instead of the RAP Tax Fund. In their May 17, 2016 meeting, the City Council accepted the CLG grant award and authorized $8800 in RAP Tax funding for the match. See the attached minutes and staff report for that meeting. A General Fund transfer to the Museum Fund in the FY 2017 Budget does fund the routine maintenance needs of the Whitaker Home.

b. Councilman McEwan would like the Council to review potential parking lot options for the Museum and related pathways and lighting. Museum Board Chair Spencer Packer will attend and explain the several attached versions, as well as possibly other versions not attached. He has been consulting with a local architect (donated services so far) and may have some cost estimates for these various options. He has not yet reviewed all these options with the Museum Board, but will be doing so on Tuesday before attending the Council meeting.

ATTACHMENTS:

Description

- 5-13-2016 City Council Meeting Documents
- Parking Lot Option A
- Parking Lot Option B
- Proposed Master Plan for City Hall & Founders Park

SUMMARY ACTION CALENDAR

a. Accept CLG grant and authorize matching funding
b. Adopt Resolution No. 2016-13 amending the City Fee Schedule regarding Business License Fees for Fireworks Stands

Councilwoman Fillmore made a **motion** to approve both items on the Summary Action Calendar. Councilwoman Mecham seconded the motion. Referring to item (a), Councilwoman Fillmore asked if the required grant match is included in the budget each year. City Manager Thacker confirmed that the match was included in the FY 2017 Tentative Budget. The motion passed by unanimous vote (4-0).

PUBLIC HEARING – ZONE MAP AMENDMENT (REZONE) – ROHLETTER SUBDIVISION – 560 SOUTH 400 WEST (EAST PARCEL ONLY 0.291 ACRES) FROM AGRICULTURAL-LOW TO RESIDENTIAL-LOW – ORDINANCE NO. 2016-14

Cory Snyder, Community Development Director, explained the request to rezone the east portion (0.291 acres) of the property located at 560 South 400 West from Agricultural-Low (A-L) to Residential-Low (R-L) to create a new buildable lot east of the existing home. The Planning Commission reviewed the request, found it to be consistent with the density goals outlined in the General Plan, and recommend Council approval. Subdivision of the property is being held in abeyance pending the Council's decision regarding the rezone. Mayor Cutler pointed out that several properties in the same neighborhood appear to be nonconforming, and asked Mr. Snyder if there is a correct time or situation for the City to fix the nonconformance. Mr. Snyder responded that A-L is an absorption zone that will change over time as property owners petition for a zone change. If the Council wanted to change the zoning for the whole area, all property owners would need to be notified and a public hearing held.

The applicant, James Rohletter, stated that his property was zoned commercial when he purchased it in 1988 and was later rezoned agricultural by the City. He is requesting the rezone to residential to enable a second dwelling on the property. At 7:37 p.m. Mayor Cutler opened a public hearing, and closed the public hearing seeing that no one wished to comment.

Councilwoman Fillmore made a **motion** to adopt Ordinance No. 2016-14 amending the Centerville City Zoning Map by changing the zoning of approximately 0.291 acres of real property located at 560 South 400 West from A-L to R-L based on the findings and recommendations of the Planning Commission. Councilwoman Mecham seconded the motion, which passed by unanimous vote (4-0).

Findings:

a. The proposed amendment meets the requirements found in Section 12-21-080(4)(e).
b. The proposed Zone Map Amendment meets the goals and objectives of the General Plan concerning Neighborhood 2 [Section 12-480-3(a)].
c. Adequate facilities are located within the subject property along 400 West and Rawlins Circle (600 South) [Section 12-21-080(e)(5)].

RESTRICTED AREA FOR DISCHARGE OF FIREWORKS

Jeff Bassett, South Davis Metro Fire Chief, presented a map showing the recommended restricted area for discharge of fireworks during the month of July – a reduced restricted area compared to the restricted area adopted by the Council last year. Chief Bassett stated he views this reduced area as the minimum area that should become restricted permanently between

CENTERVILLE
CITY COUNCIL
Staff Backup Report
5/17/2016

Item No. 3.

Short Title: Summary Action Calendar

Initiated By: Landmarks Commission and Whitaker Museum Board

Scheduled Time: 7:15

SUBJECT

a. Accept CLG grant and authorize matching funding
b. Adopt Resolution No. 2016-13 amending the City Fee Schedule regarding Business License Fees for Fireworks Stands

RECOMMENDATION

a. Accept $10,000 grant from the Utah Division of State History to undertake local historic preservation projects under the Certified Local Government program, and authorize the expenditure of $8800 in RAP Tax revenues and $3650 in General Fund in the FY 2017 Final Budget to provide matching funding.

b. Adopt Resolution No. 2016-13 amending the City Fee Schedule regarding Business License Fees for Fireworks Stands.

BACKGROUND

a. The Landmarks Commission and Whitaker Museum submitted a joint application for historic preservation projects--see attachment for description. The $10,000 grant requires at least a $10,000 match; therefore the attachment shows a $20,000 budget. However, the Museum's portion for building improvements ("Development"), or $12,700, is $2450 less than the total estimated cost of these improvements, which is $15,150. Therefore, the match needed from local funds to complete all four activities in the grant application is $10,000 plus $2450, or $12,450. The City Manager recommends $8800 come from RAP Tax revenue and $3650 from the General Fund. The RAP Tax funds would be used for the Whitaker building improvements, which is an eligible use of RAP Tax revenue. The FY 2017 Tentative Budget includes this proposed use of $8800 in the RAP Tax Fund and $3650 in the General Fund. However, since the FY 2017 Final Budget has not yet been adopted, the City Council is being asked to commit in advance to this funding so the grant contract can be executed and returned to the State for their final approval.

b. The City requires any person or entity desiring to sell state-approved fireworks as a retail seller within the city to obtain a Fireworks Retail Seller Permit and to pay all applicable business license and permit fees as set forth in the City Fee Schedule. The base business license fee for fireworks stands as set forth in the City Fee Schedule is $225. Stand-alone fireworks stands are also generally required to obtain a temporary use permit under the Zoning Code which requires an application fee of $250. The South Davis Metro Fire Service Area conducts an inspection of the property and premises for all fireworks sellers. The Fire Service Area intends to implement and charge a $300 inspection fee effective July 1, 2016. In light of the Fire Service Area's new inspection fee, City Staff recommends the City eliminate the City-charged $225 base business license fee for fireworks stands. By eliminating this special base fee for fireworks stands, such businesses will be subject to the general base business license fee of $40. Such businesses will also be required to pay the $250 temporary use permit application fee, as applicable. A copy of the proposed Resolution No. 2016-13 is attached as well as a copy of the current Section VI.B.4 of the City Fee Schedule regarding business license fees for fireworks stands. Staff recommends approval of the Resolution No. 2016-13.

ATTACHMENTS:

Description

- CLG Grant Budget/Project Descriptions
- Resolution No. 2016-13 Fee Schedule-(firework stands)
- Fee Schedule-Fireworks Stands

Attachment B

Scope of Work

Centerville CLG Grant Project
Contract with Centerville City
2016-2017

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. Utah Division of State History must approve any changes to this Scope of Work.

PROPOSED BUDGET

1	Conferences and Workshops			
	Utah Preservation Conference		$300	
		Total		$300
2	Development			
	Thomas and Sara Whitaker House		$12,700	
		Total		$12,700
3	National Register Nominations			
	Professional Consultant Fees		$4,000	
		Total		$4,000
4	Survey and Inventory			
	Professional Consultant Fees		$3,000	
		Total		$3,000
		Total Project Budget*		**$20,000**

Note: Total project cost estimate is $15,150 — $6350 from grant, $8800 from RAP Tax.

Includes grant amount and local match.

WORK DESCRIPTION

1 Conferences and Workshops ($300.00): Attendance to the Utah Preservation Conference by city staff, councilmembers, and/or historic preservation commission members. (Eligible expenses can include both 2016 and/or 2017 conferences.)

Project Standards: All expenditures must follow appropriate procurement standards in UTAH DIVISION OF STATE HISTORY'S grant reimbursement guidelines. Http://heritage.utah.gov/history/grants-clgs

2 Development ($12,700.00): Development: The following rehabilitation work will be completed on the National Register-listed THOMAS WHITAKER HOME, 168 NORTH MAIN, CENTERVILLE: This work is a continuation of previous CLG Grant-funded work. Eligible activities under this grant include: fabrication and installation of wood screen doors and door thresholds at the east-facing doors; fabricate and install a functional "tin" sink with period-style faucets in the kitchen; and miscellaneous interior and exterior repairs at the carriage house/garage.

Project Standards: Prior to starting the rehabilitation project, the grant recipient must submit a work plan for the project to UTAH DIVISION OF STATE HISTORY and receive written approval of that work plan. The approved work plan should be used for requesting bids from contractors. Approved procedures for selecting a contractor must be followed, including obtaining at least two bids. The grant recipient must submit to UTAH DIVISION OF STATE HISTORY copies of all contracts with contractors for completing the work described in the work plan. The work plan and the actual work must conform to UTAH DIVISION OF STATE HISTORY'S "Development Standards" (Jan. 1991 version) and the Secretary of the Interior's "Standards for Rehabilitation" http://www.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm. Work that does not meet these standards is ineligible for reimbursement.

3 National Register Nominations ($4,000.00): A professional consultant will be hired to prepare National Register nominations for 1 building within the boundaries of the CLG.

Project Standards: Prior to starting the project, the grant recipient must contact SHPO to ensure the potential buildings are eligible for nomination and to see if any information already exists.

The CLG must submit to UTAH DIVISION OF STATE HISTORY completed National Register documentation for the individual buildings/historic district. The documentation must comply with the Division's "Procedures and Checklist for National Register Nominations" (Jan. 2015 version) and must meet the requirements set forth in "National Register Bulletin #16A" (1997 version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 29, 1983). Two copies of all materials should be generated: one for the CLG to keep in its permanent files and one for UTAH DIVISION OF STATE HISTORY.

4 Survey and Inventory ($3,000.00): "A professional consultant will be hired to prepare Intensive Level Survey documentation on approximately 3 historic buildings.Project Standards: Prior to starting the project, check the State Historic Preservation Office (SHPO) files to see if any information exists.

ILS - The CLG must submit to UTAH DIVISION OF STATE HISTORY a copy of the intensive level documentation for the documented properties. The documentation must meet the standards outlined in the DIVISION'S "Standard Operating Procedures for Intensive Level Surveys" (February 2010 version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 1983). Work that does not meet these standards is ineligible for reimbursement. Two copies of all materials should be generated: one for the CLG to keep in its permanent files and one for UTAH DIVISION OF STATE HISTORY.
RLS - The CLG must have the survey conducted in accordance with UTAH DIVISION OF STATE HISTORY'S "Standard Operating Procedures for Reconnaissance Level Surveys" (February 2011 version) and the Secretary of the Interior's Standards and Guidelines for Historic Preservation and Archaeology (Federal Register, Vol. 48, No. 190, Sept. 29, 1983). Work that does not meet these standards is ineligible for reimbursement. Originals of all survey materials must be submitted to UTAH DIVISION OF STATE HISTORY. These include the survey maps, photographs, survey forms, research design, and final report. The consultant must submit two copies of all survey products, one for the CLG and one for UTAH DIVISION OF STATE HISTORY.