

CENTERVILLE CITY

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

Incorporated in 1915

Mayor

Paul A. Cutler

City Council

Tamilyn Fillmore

William Ince

Stephanie Ivie

George McEwan

Robyn Mecham

City Manager

Steve H. Thacker

interoffice MEMORANDUM

to: Mayor Cutler
City Council
cc: Department Heads
Planning Commission
from: Steve H. Thacker, City Manager *S. Thacker*
subject: City Manager's Summary of August 16, 2016 Council Meetings
date: August 11, 2016

5:30 **Work Session** – The City Council will meet in a work session at 5:30 p.m. to review and discuss the comprehensive sidewalk inventory/analysis prepared by the City's intern. Her report is still under review by the City Manager, but will be available online via NovusAgenda no later than Monday, August 15. The City Council is encouraged to read at least the Executive Summary before coming to the work session. This report and supporting database will be the foundation for preparation of a capital plan for sidewalk repairs, as well as future policy discussions about the use and management of the public rights-of-way. Dinner will be available beginning at 5:15 p.m.

7:00 **Regular City Council Meeting**

E.1. **4th of July Celebration Report** – Steve and Kris Green, Co-Chairs of this year's July 4th Celebration, will provide a wrap-up report to the City Council. They have submitted a written summary, available now online, and a financial summary will be available by Monday.

E.2. **Minutes Review** -- In their August 2 meeting, the City Council postponed approval of the July 19 work session minutes to allow the recording secretary to listen to the recording and add some comments. That addition is shown in red in the latest version of those minutes, available online along with the August 2 meeting minutes.

E.3. **Summary Action Calendar**

- a.** **Facilities Use Agreements** – Three youth sports leagues, identified on the agenda, use the City's sports fields for practices and games. These agreements—similar to prior agreements—govern their use of these park fields.
- b.** **Terminate warranty period** – Pastures Phase 1, a commercial project west of I-15 on 1275 North Street, is ready for termination of its warranty period.
- c.** **Purchase multi-use tractor** – The FY 2017 Budget includes funding to replace equipment for clearing snow on City property and walkways. The Parks Department is responsible for clearing snow at City facilities, parks and now the pedestrian bridge/walkway on Parrish Lane over I-15. A truck with plow is used to clear the parking lots, but this equipment will be used on walkways. It includes a plow blade and snow blower.



- E.4. Public Hearing—Transfer of Real Property to Fire Service Area** – With their approval of the agreement creating the South Davis Metro Fire Service Area, the City Council agreed to transfer ownership of the Centerville Fire Station property to this new entity, which took over operations of the South Davis Metro Fire Agency as of July 1, 2016. Before that can be done, however, the City Council must conduct a public hearing, which has been advertised for this meeting.
- E.5. Public Hearing—General Plan Amendment re West Centerville Neighborhood Plan** – In the March 2016 goal-setting work session, the City Council agreed to amend the West Centerville Neighborhood Plan to remove Industrial Very-High as a desired use in that area. This action amends only the General Plan and does not change the current I-VH zoning. The Planning Commission recommends approval of this amendment.
- E.6. Mayor's Report** – Mayor Cutler will report on Fire Service Area matters, the recent Tour of Utah Stage 5 through Centerville, and the most recent UTOPIA/UIA financial reports.
- E.7. City Council Liaison Report** – Councilwoman Stephanie Ivie, the City Council's liaison to the Landmarks Commission and Whitaker Museum Board, will report on the activities of those two organizations.
- E.8. City Manager's Report**
- a. In an earlier meeting, the City Council agreed to meet in a work session with the Planning Commission and South Main Street property/business owners to discuss the public space plan. The dates of August 30, 31 or September 1 are recommended.
 - b. The City Manager will report on staff's meetings with UDOT for discussions about the Parrish Lane interchange.
 - c. Jake Smith, Assistant to the City Manager, will highlight some of the data from the latest update of the Operational Metrics report. This was postponed from the last council meeting.
- E.9. Miscellaneous Business**
- a. **ULCT Convention** – Registration information is available in the meeting packet.
 - b. **City Manager compensation** – The City Council will consider a pay raise for the City Manager as follow up on their annual review of his performance in an earlier closed meeting.
 - c. **Crack seal work on parking lots and trails** – The City Engineer recommends some timely maintenance work—i.e. crack sealing--on the asphalt surfaces of several City parking lots and asphalt trails. He estimates this would cost \$10,000 to \$15,000 and would be in preparation for slurry seal treatments to be applied next year. The City Manager recommends this work be funded by the General Fund contingency and RAP Tax Fund, as appropriate.
- E.10. Closed Meeting** – Council Members have requested a closed meeting to discuss the character and professional competency of an individual or individuals.
- E.11. Appointments to City Boards/Committees** – Mayor Cutler may recommend one or more appointments.

Potential Agenda Items for September 6, 2016 City Council or RDA meetings (subject to change):

- Work Session re request for new position in Water Fund and proposal to construct a decant building to comply with federal regulations relating to drainage system water quality

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- Public Hearing - General Plan Amendments - Bicycle & Non-Motorized Vehicle Pathways and Trails Master Plan Map
- Financial Report for period ending June 30, 2016
- Continue discussion of accessory building setbacks and flag lot ordinance amendments

ST/mlm

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 PM ON AUGUST 16, 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 - The times shown below are tentative and are subject to change during the meeting.
Time:

5:30 Work Session re Comprehensive Sidewalk Analysis

7:00 **A. ROLL CALL**

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

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

Steve Thacker

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. | 4th of July Celebration Report - 4th of July Committee Co-Chairs |
| 7:25 | 2. | Minutes Review and Acceptance
July 19, 2016 work session; August 2, 2016 work session and regular Council meeting |
| 7:30 | 3. | Summary Action Calendar <ul style="list-style-type: none"> a. Approve Facilities Use Agreements for use of City sports fields <ul style="list-style-type: none"> 1) Ute Conference, Inc. (youth football league) 2) Ascent Futbol Club 3) South Davis Soccer Association dba FORZA b. Terminate warranty for Pastures Phase 1 c. Approve purchase of a Kubota multi-use tractor and accessories from RMT Equipment in the amount of \$29,216.00 |
| 7:30 | 4. | Public Hearing - Transfer of Real Property to South Davis Metro Fire Service Area - Fire Station No. 83

Consider transfer of approximately 0.74 acres of real property for Fire Station No. 83 located at 125 South Main Street to the South Davis Metro Fire Service Area - Parcel Nos. 02-102-0012 and 02-102-0013 |
| 7:40 | 5. | Public Hearing - General Plan Amendments -West Centerville Neighborhood Plan - Removing Industrial Very-High Zoning District - Section 12-480-6

Consider General Plan Amendments regarding Section 12-480-6, West Centerville Neighborhood Plan, Goal 1, Objective 1.I., removing the I-VH (Industrial Very-High) Zoning District from the extreme southeast area of the Centerville Business Park District - Ordinance No. 2016-23 |
| 8:00 | 6. | Mayor's Report <ul style="list-style-type: none"> a. South Davis Metro Fire Service Area b. Tour of Utah Stage 5 c. UTOPIA/UIA financial reports |
| 8:20 | 7. | City Council Liaison Report - Councilwoman Ivie - Landmarks Commisison and Whitaker Museum Board |
| 8:30 | 8. | City Manager's Report <ul style="list-style-type: none"> a. Schedule work session with Planning Commission, property/business owners and City Council regarding the SMSC Public Space Plan b. UDOT study of Parrish Lane interchange c. Operational Metrics |
| 8:45 | 9. | Miscellaneous Business <ul style="list-style-type: none"> a. Utah League of Cities and Towns Annual Convention b. City Manager compensation c. Authorize additional crack seal work for parking lots and asphalt trails |
| 8:50 | 10. | Closed meeting for reasons allowed by state law, including, but not limited to, the provisions of Section 52-4-205 of the Utah Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code Ann. § 78B-1-137, as amended |
| | 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
Staff Backup Report
8/16/2016**

Item No.

Short Title: Work Session re Comprehensive Sidewalk Analysis

Initiated By: City staff

Scheduled Time: 5:30

SUBJECT

RECOMMENDATION

Allow Mackenzie Wood, a management intern, to present the results of her comprehensive inventory and analysis of the City's sidewalks. Provide direction to staff regarding the preparation of a plan to repair/replace this infrastructure, and the development of policy pertaining to the use and management of the public right-of-way.

BACKGROUND

In May the City hired an MPA student to conduct a walking inventory of all public sidewalks in Centerville, documenting the condition of the sidewalks and handicap ramps, the presence and impact of trees in the pedestrian corridors, etc. This student, Mackenzie Wood, has a bachelor's degree in landscape management and is a certified arborist. The inventory was completed in July. The data is now in the City's GIS system and has been used by Mackenzie to prepare a report which will be available no later than Monday, August 15.

The Council is encouraged to read at least the Executive Summary before the work session.

This database and report provide the foundation for preparation of a capital plan to make the City's sidewalks safer for pedestrian use. Realistically, not all of the needed repairs can be done within the current fiscal year and with current budget. However, staff have already taken steps to mitigate the City's potential liability for unsafe conditions by painting all of the 428 major vertical faults. Painting the 7600 minor faults will begin soon, and Streets employees will soon begin using designated budget to grind some of these.

The preparation of a capital plan requires the Council to make some decisions about how the public right-of-way behind the curb will be used for purposes other than sidewalks. Most notably, since it is apparent that trees in the park strips are the cause of most of the major vertical faults (i.e. greater than one inch) and many of the minor faults as well, a number of issues relating to trees will ultimately need to be addressed by the City Council, such as:

- Should the City continue to allow trees to be planted in the park strips? If so, under what conditions?
- Should trees currently causing sidewalk faults be removed before repairing those faults?

Other issues should be addressed in the development of a capital plan and comprehensive policy pertaining to the public right-of-ways, such as:

- How does the City fund all the needed repairs? Should property owners be asked to share the cost? Should property owners be expected to bear the cost of tree removal before the sidewalk is

repaired/replaced?

- Should there eventually be sidewalks in areas that currently have no sidewalks, and if so, what policies and actions are needed to achieve that result?
- Should the City adopt narrower street width standards to accommodate wider park strips and trees?

Staff anticipate it will require a lengthy process to work through all the issues generated by this sidewalk inventory and analysis. Staff also assume the Council will want the public to have opportunity to participate in this process.

ATTACHMENTS:

Description

- Sidewalk Inventory Report

Centerville City Sidewalk Inventory

Mackenzie Wood, MPA Candidate 2017, Certified Arborist

Draft: 8/15/2016

Executive Summary

The mission of Centerville City is “to serve the people of Centerville by promoting their peace, health, safety and welfare while planning for the future and preserving the past.” One aspect of the health, safety, and welfare of Centerville residents is the ability to travel safely between houses and neighborhoods. The key to safe neighborhood travel is well maintained sidewalks. This report is an evaluation of the sidewalk conditions in Centerville, as well as the handicap curb ramps, gutters, and trees within the public right of way.

Inventory. The inventory was completed using Collector, a GPS app that allows data entered to be connected to a geocode. During the months of May and June each mile of Centerville sidewalk was walked and checked for defects. There were 9,921 sidewalk defects recorded, including 8,049 trip hazards. 5,600 trees, shrubs, and hedges were recorded as well as 345 sections of faulty curb and gutter. The table below details the trip hazards by vertical fault height.

Height	Total
3/8-1/2 Inch	6,047
1/2-1 Inch	1,575
1-3 Inch	419
>3 Inch	8
Total	8,049

Vertical Faults

Cost. On average, Centerville has 87 trip hazards per each mile of sidewalk, and 27 cracking defects per mile. Major faults (greater than one inch) are 3.4 times more likely to happen near a park strip tree. The table below shows the total cost estimate to repair the categories shown. This does not include removing trees.

Hazard	Occurrences	Cost
Major Faults	427	\$141,444
Minor Fault Grinding	7,622	\$396,496
Extreme Spalling/Cracking	34	\$15,339
Total	8,083	\$553,279

Cost of Repair

The FY 2017 Budget includes only \$18,000 for sidewalk repairs. Sidewalk defects will increase in the next ten years as the current street trees mature. Trees will continue to damage sidewalks in the future, requiring costly repair. There are 427 major sidewalk faults that need immediate removal and replacement.

The eight most extreme faults (over three inches) are all within 15 feet of a tree. In order to replace the sidewalk, those trees should be removed as well, at an estimated cost of \$7,200. To remove the trees and replace the sidewalk for the eight extreme faults would cost \$11,460.

Current Action. Action has already been taken to mitigate liability from the inventory data collected. All 427 major faults have been painted with bright yellow safety paint. Minor faults (under one inch) will be painted and/or ground down in accordance with criteria yet to be established, and as funding is authorized.

Recommendations.

Short term Action:

- Remove trees near faults over three inches
- Remove and replace faults over three inches
- Remove and replace all other major faults after first removing trees, if related
- Establish criteria for determining which minor faults to paint and repair
- Paint and begin grinding minor faults based on criteria to be established.

Long term Action:

- Define acceptable uses for the right of way, including whether trees will be permitted in the park strip, and if so, under what conditions
- Maintain paint on unrepaired faults
- Schedule and fund repairs and replacements for unrepaired faults
- Incorporate GIS sidewalk database updates into department procedures
- Determine what to do with areas without sidewalk

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Introduction

Centerville, Utah is home to 17,000 residents who use its infrastructure daily to travel and complete tasks. The sidewalks and park strips are just one part of Centerville's infrastructure that citizens use. Centerville has 92.3 miles of sidewalk to care for and maintain. Recently, the sidewalk condition has become a priority for Centerville City staff. This sidewalk inventory is in response to the increased sidewalk priority.

There are several purposes for this study. The purposes are

- To determine the condition of Centerville's sidewalks,
- To take a snapshot of handicap curb ramp compliance,
- To determine where the vehicular and pedestrian obstructions are,
- To understand the relationship between street trees and sidewalks, and
- To form the groundwork for a capital improvement plan to repair and replace damaged sidewalk, thereby making sidewalks safe to use and reducing the city's liability.

My qualifications for this project include: a bachelor's degree in Landscape Management, and an arborist certification. In addition to these qualifications I am a current Master of Public Administration (MPA) student at Brigham Young University, where I am studying statistical and analytical evaluation techniques. As a certified arborist, I am able to properly identify tree types and assess their age and health.

The inventory was conducted during May and June 2016. Each mile of sidewalk was walked and evaluated. Defects were recorded in Collector, a GIS app. Sidewalk defects, curb and gutter defects, curb ramp compliance, and vegetation issues were all entered into the app and then uploaded for analysis.

This report will cover the sidewalks, their status and problems; the curbs and gutters, their status and problems; mailboxes in the park strip, city code that pertains to them; handicap curb ramps, their regulations and status; current response to the inventory; trees, their status and issues; and suggestions on what to do next.

Sidewalk

The main purpose of the study is to determine the condition of Centerville's sidewalks. Sidewalks are used by residents and non-residents alike. Students walking to school use the sidewalks, as do residents walking to local stores or visiting neighbors. This section of the report will discuss the amount of sidewalk in Centerville, the federal regulations for sidewalks, sidewalk hazards, areas without sidewalk, as well as the analysis of hazards and cost estimates for repair.

Length

There are currently 92.3 miles of sidewalk in Centerville. That is 487,481 lineal feet (LF) of sidewalk. There are 22.4 miles or 118,338 LF of roadside that do not have sidewalk. In the appendix, Map 1 shows the areas of Centerville with and without sidewalk.

Regulations

The Americans with Disabilities Act of 1990 (ADA) was enacted to make buildings and public areas accessible to people with disabilities. The 2010 ADA Standards for Accessible Design states that changes in level of floor or ground surfaces are allowed to be $\frac{1}{4}$ inch high. Anything over $\frac{1}{4}$ inch high should be beveled or made into a ramp. For the inventory of vertical faults, the smallest fault measured was $\frac{3}{8}$ inch which this is above the acceptable $\frac{1}{4}$ inch vertical change in level.

Hazards

There are several ways that sidewalk can fail and become hazardous to pedestrians. Sidewalk can have a change in slope, crack, spall, or drain improperly. Sidewalk slabs can also separate from the adjoining slabs causing gaps or vertical faults where the two slabs are no longer level. The hazards detailed in this report are vertical faults, cracking, spalling, and slope. See Appendix for images of each hazard type.

Vertical Faults. Vertical faults were measured by height and put into categories of $\frac{3}{8}$ - $\frac{1}{2}$ ", $\frac{1}{2}$ -1", 1-3", and greater than 3". Faults in the 1-3" and greater than 3" categories are considered major faults. Table 1 summarizes all the faults by the fault height category. Table 1 does not include the faults repaired with the reconstruction of 1825 North.

Height	Total
3/8-1/2 Inch	6,047
1/2-1 Inch	1,575
1-3 Inch	419
>3 Inch	8
Total	8,049

Table 1 Vertical Faults

Cracking. The Portland Cement Association (2001) stated that “cracking can be the result of one or a combination of factors, such as drying shrinkage, thermal contraction ... subgrade settlement, and applied loads.” For this inventory, sidewalk cracks were placed into three categories: minor, moderate, and extreme. Minor cracking was a slab or slabs that had 1-4 cracks. Moderate cracking contained 5-10 cracks, and extreme cracking was any slab with more than 10 cracks. Table 2 shows the amount of cracks by severity.

Severity	Amount
Minor	1,888
Moderate	318
Extreme	85

Table 2 Cracking

Centerville city has 2,291 recorded occurrences of sidewalk cracking. Not all occurrences of sidewalk cracking are in need of repair. Some cracks are hairline fractures that do not constitute a hazard for pedestrians. Cracking also occurs where there are other sidewalk failures and will be replaced when the other problems are addressed. Cracks that have caused vertical faults can be ground down if the integrity of the cement is high. If there are other problems with the cement the crack is left alone to be repaired when the entire slab is replaced.

Spalling. Spalling is anything that disrupts the smooth surface of the concrete, like joint failures or exposed aggregate. Spalling, like cracking, was measured as minor, moderate, and extreme. Minor spalling (mostly scaling) was where the defect was visual but did not impact rolling traffic. Moderate spalling was more pronounced spalling but traversable by wheelchair. Extreme spalling was very rough and impassable by wheelchair. Table 3 shows the totals in each spalling category.

Severity	Total
Minor	1,697
Moderate	375
Extreme	68

Table 3 Spalling

Slope. Sidewalk can have either running slope or cross slope. Running slope is when the slab is no longer level and is slanted in the direction of pedestrian traffic. Cross slope (often seen in driveways) is where the slab is uneven and slants in the direction counter to the flow of pedestrian traffic. Both running and cross slope make the sidewalk difficult to traverse by wheelchair. Running and cross slope were recorded as either having slope or not having slope.

Running slope often occurs with vertical faults. There are 328 occurrences of running slope, 257 of which coincide with a vertical fault. As mentioned previously, cross slope often occurs in driveways. Centerville sidewalk has 460 occurrences of cross slope, 282 of which are in driveways. Sixty-one percent of cross slopes happen in a driveway, and 78 percent of running slopes happen with a vertical fault.

Areas without Sidewalk

There are several miles of roadway that do not have sidewalk. This occurs in the older part of town as well as west of Interstate-15. Some of the property owners who don't have sidewalk have entered into deferral agreements with Centerville City to delay putting in sidewalk.

A deferral agreement allows the property owner to delay putting in the infrastructure because the neighborhood or area they are in does not have sidewalk. City Code 15-5-103.4 states, "Curbs, gutters, and sidewalks shall be installed on existing and proposed streets by the subdivider in all subdivisions. The City Council may, for good cause, after receiving a recommendation from the Planning Commission, modify or waive the requirement for sidewalks on streets." The city has entered into more than 40 deferral agreements in the past 25 years. In the appendix, Map 2 is a map of the sidewalk deferral agreements as well as a list of locations and ages of the deferrals.

Impact

The inventory of sidewalk defects can now paint a picture of Centerville's main concerns and problem areas. For example, cracking and spalling do not usually occur alone, and slope of either

kind often has associated problems. This sections covers the magnitude of sidewalk issues: faults per mile, cracks and faults, spalling and faults, slope in connection with driveways, and ratio of streets with sidewalks to streets without sidewalk.

Fault Ratios. In the 92.3 miles of sidewalk, Centerville has 8,049 vertical faults. There are 87 vertical faults per mile of sidewalk. Broken down by fault height, there are 65.5 3/8-1/2 inch high faults per mile; 17 1/2-to-1 inch faults per mile; 4.5 1-to-3 inch per mile; and faults over three inches happen 0.1 times per mile, or once every 10 miles of sidewalk. Map 3, Vertical Faults, shows where all the vertical faults occur in the city, and Map 4, Fault Height Clusters, shows where high and low faults cluster throughout the city.

Cracks and Faults. Of the 2,291 cracks recorded, 1,499 occur in concert with a vertical fault. Table 4 shows the cracks by severity, and cracks that occur with vertical faults.

Cracking Severity	Number	Cracks and Faults	Cracks without Faults
Minor	1,888	1,198	690
Moderate	318	225	93
Extreme	85	76	9

Table 4 Cracking by Faults

The majority of cracks in all severity levels occur with vertical faults. By severity, 63 percent of minor cracks, 71 percent of moderate cracks, and 89 percent of extreme cracks also have vertical faults. There are 24 cracks per mile, 16 of those cracks per mile occurring alongside vertical faults.

Spalling and Faults. Spalling is a defect with the surface and mixture of cement that can cause trip or rolling hazards to pedestrians. Like cracking, the majority of spalling also happens in conjunction with, or causes vertical faults. Table 5 details the inventory of spalling with its connection to vertical faults.

Severity	Total	Spalling and Faults	Spalling without Faults
Minor	1,697	1,452	245
Moderate	375	216	159
Extreme	68	43	25

Table 5 Spalling and Faults

Slope and Driveways. There are 460 occurrences of cross slope in Centerville. Of these 460 slopes, 282 are found in driveway crossings. Cross slope in driveways usually occurs because the property and street level are not the same so the driveway slopes downward to meet the street.

No Sidewalk. Centerville City has 114.74 miles of roadside within the public domain (counting both sides of the road). There are several private streets that were not entered into this inventory. Of the 114.74 miles of public roadside, 22.4 miles do not have sidewalks. Currently 80 percent of Centerville City has sidewalks.

Cost Estimates

The next step before determining what to fix is how much it all costs. There are several ways to repair sidewalk problems. In-house concrete grinding as well as contracted concrete grinding are two ways to address minor cracks and faults. Removal and replacement are required for major faults and extreme spalling or cracking.

Concrete Grinding. In-house grinding of very minor faults can be done for the cost of labor. An estimate from Precision Concrete Cutting based off previous work they have done for Centerville costs \$46.30 per trip hazard. Concrete grinding or cutting is only good for faults lower than 1.5 inches. Grinding is measured in inch feet (IF), that is height in inches times the length of the edge. Precision Concrete Cutting said that Centerville's average trip hazard in the past four years has been 1.78 IF. The average cost per IF is \$26.01. The table below takes an average of the minor faults height (2.0 IF for all 7,622 minor faults) and provides the cost estimate for grinding.

	Occurrences	Cost per IF	Total Cost
Grinding	7,622	\$52.04	\$396,496

Table 6 Concrete Grinding Costs

Removal and Replacement. General estimates for removal and replacement from the city engineer are based off recent work done, and depend on how much work is done at one time. Each square foot of sidewalk costs between \$7 and \$8. The average sidewalk slab is four feet by four feet, 16 ft². One sidewalk slab would cost \$112 to \$128 to replace. However, for major faults two slabs need to be replaced, if not more. To remove and replace a major fault would cost between \$224 and \$256 dollars if only two slabs are replaced. To repair the eight highest faults (over three inches) would cost \$4,260 for the 142 LF involved. Table 7 shows the breakdown of costs for the eight highest faults. Table 8 shows the cost estimate for faults 1 to 3 inches high, and totals for major faults combined.

Address	Lineal Feet	Square Feet	\$7.50/SF
1923 North 200 East	16	64	\$480.00
532 W Saddlewood Circle	16	64	\$480.00
443 West 1700 North	18	72	\$540.00
1653 N Pony Express Way	24	96	\$720.00
1670 N Pony Express Way	24	96	\$720.00
1112 N Deerfield Drive	8	32	\$240.00
577 South 150 West	20	80	\$600.00
597 South 150 West	16	64	\$480.00
Total	142	568	\$4,260.00

Table 7 Cost of Major Faults

	Lineal Feet	Square Feet	\$7.50/SF
1 to 3" Faults	4,572.8	18,291.2	\$137,184.00
Total Major Faults	4,714.8	18,859.2	\$141,444.00

Table 8 Cost of Faults 1-3"

Extreme Spalling and Cracking. The cases of extreme spalling and cracking that do not occur with vertical faults also need to be replaced. Table 9 shows the LF requiring replacement and the cost based off the \$7-\$8 per square foot estimate.

	Lineal Feet	Square Feet	\$7.50/SF
Extreme Spalling	357.3	1,429.2	\$10,719.00
Extreme Cracking	154	616	\$4,620.00
Total	511.3	2,045.2	\$15,339.00

Table 9 Cost of Extreme Cracking and Spalling

Funding Sidewalk Repairs. As explained above, Centerville has several sidewalk issues that need to be addressed. These sidewalk issues include vertical faults, spalling, cracking, and slope. The total estimated cost for corrective action is shown below

- Major vertical faults: \$141,444
- Grinding all minor vertical faults: \$396,496
- Replacing extreme spalling and cracking: \$15,339
- **Total for all repairs: \$553,279**

This does not include the cost of removing trees. The current FY 2017 budget for sidewalk repairs is only \$18,000. A much more ambitious funding plan is needed to address these sidewalk issues.

Curb and Gutter

The curb and gutter are part of Centerville's Storm Drain System, which manages and controls storm water. Defects in the curb and gutter were recorded as part of the sidewalk inventory. The two types of issues recorded were faulty alignment and cement break down, characterized by cracking and spalling. These defects are categorized by type, lineal feet, and cost of repair.

Amount. In the inventory, there are 345 records of faulty curb and gutter. Alignment issues comprised 291 of the curb and gutter issues, and curb and gutter break down constituted the other 54 occurrences. See the Appendix for images. The mean length for alignment problems is 18.3 feet, with a total of 5,307 feet of alignment issues. The mean length for break down issues is 17.3 feet with a total of 938 feet needing repair.

Code. Curb and gutter issues are minor in comparison to the amount of sidewalk issues, however, curb and gutter affects the city's storm water drainage. In City Code 16-04-101 b, "it is unlawful for any person or entity to cause any obstruction that inhibits the normal flow of storm water and/or non-storm water run-off in any curb and gutter." Keeping the curb and gutter in good repair will aid in properly managing storm water run-off.

Cost. The general estimate for curb and gutter replacement is \$35 to \$45 per LF. This estimate depends on how much is bid at a time. Table 10 gives the cost estimates for the current curb and gutter defects.

Type	\$35/LF	\$45/LF
Alignment (5,307 LF)	\$185,745	\$238,815
Break Down (938 LF)	\$32,830	\$42,210
Total (6,245 LF)	\$218,575	\$281,025

Table 10 Cost of Curb and Gutter

Budget. FY 2017 has \$20,000 budgeted for curb and gutter repair. With the totals given in Table 10 above, 571 LF of curb and gutter can be replaced for the low cost estimate of \$35/LF, or 444 LF of curb and gutter can be replaced for the higher cost estimate of \$45/LF. On average, 500 LF of curb and gutter can be replaced in FY 2017. In staff's opinion, most of these curb and gutter problems can wait to be corrected as part of street reconstruction.

Mailboxes

City Code 11-01-150 c (2) states, “except for cluster-box structures, all enclosed mailboxes within the park-strip, shall meet the USPS standard height of forty-one (41) inches to forty-five (45) inches and all other applicable USPS standards. Mailboxes, poles, stands and other similar devices shall not exceed eighteen (18) inches by eighteen (18) inches measured at the base.”

Previous data collected in 2012 includes 1,015 enclosed mailboxes. The majority of these mailboxes are brick, with rock, steel, and wood in lesser quantities. Problems that occur with enclosed mailboxes include decreased access to utility lines and injury to employees during street or utility maintenance and repair. Map 5, Mailboxes, shows the distribution of enclosed mailboxes throughout the city.

ADA Curb Ramps

Curb ramps enable pedestrians in wheelchairs to fully utilize the City's sidewalks. Centerville has 1,069 street corners with sidewalk that have or should have curb ramps. The paragraphs below briefly detail the regulations, explain how each ramp was categorized, provide the inventory of curb ramps in Centerville, and cost estimates for replacement and updating.

Regulations. In the 2010 ADA Standards "newly constructed or altered street level pedestrian walkways must contain curb ramps or other sloped areas at intersections to streets, roads, or highways." The newest regulations require truncated domes on the ramp surface as well as a backstop. The standards are detailed and lengthy. If City Officials want to do an in-depth inventory of the curb ramps, I recommend hiring an expert in ADA regulations.

Categorization. For the sake of this inventory curb ramps that had truncated domes were marked as compliant while curb ramps with stamped cement were marked partially compliant (as they were compliant when they were installed). Corners with sidewalk where curb ramps do not exist or do not comply with any ADA regulations were marked as non-compliant.

Inventory. Of the 1,069 street corners with sidewalk, 394 have curb ramps that are in compliance with current ADA regulations mandating a truncated dome warning system. 269 curb ramps have a stamped concrete warning system that is compliant with previous regulations and is in compliance until those streets are resurfaced or reconstructed. 406 corners with sidewalks do not have curb ramps or have curb ramps that do not comply with current or former ADA regulations. See Map 6, ADA Curb Ramps, for locations of curb ramps.

Truncated Dome	Stamped	Non-Compliant
394	269	406

Table 11 Curb Ramps

Cost. Centerville City has budgeted \$3,500 for curb ramp repair in FY 2017. The budget is set in place to repair faulty ramps and to install or update ramps when another street project takes place. The estimate for removal and replacement for curb ramps is \$9 to \$10 per square foot. The average curb ramp is 120 square feet, making the average cost for removal and replacement \$1,080-\$1,200 per curb ramp. The FY 2017 budget would be able to fund the replacement of 3 curb ramps.

The majority of curb ramps in Centerville are compliant with current regulations, or with regulations which were in effect when they were installed. Therefore, in staff's opinion, existing ramps should not be replaced until street maintenance requires it under federal regulation.

Response to Findings

Staff has determined that immediate action must be taken to mitigate liability in response to the sidewalk inventory. They have decided on a multidimensional plan: paint all major faults; begin grinding minor faults, not near trees; paint all other minor faults; and refresh the paint, as needed.

Paint Major Faults. Staff decided to mark each major fault with safety paint until repairs can be addressed. An employee has marked all 427 vertical faults over one inch with a bright yellow, oil-based paint. This paint should last longer than the regular water-based paint, allowing the city council time to decide how to proceed with a replacement program.

Grind Minor Faults. Public Works owns a grinder that can do minor jobs. Public Works Streets Department will begin grinding minor faults that aren't near trees. Streets Department will do this with the current budget for sidewalk grinding, until they have used up that budget.

Paint Minor Faults. Streets Department will also paint minor faults that cannot be ground within the next few months, based on criteria yet to be established. Staff has determined to paint and not grind minor faults near trees until further direction from the Council regarding these trees. Streets Department will monitor the state of the safety paint and refresh it as needed.

According to the City Attorney, now that Centerville City is aware of the sidewalk condition, action needs reasonably to be taken to mitigate liability. As noted above, the major faults have already been painted throughout the city. Future actions must be decided by the City Council.

Trees

Trees, shrubs, and hedges beautify Centerville as well as help with soil erosion and cooling. Trees, however, can cause problems to infrastructure, either above ground, below ground, or at ground level. In this inventory trees, groves, hedges, and shrubs in the park strip and within seven feet of the sidewalk were recorded (typical utility easement is seven feet behind the sidewalk). Each tree was identified by genus, height, diameter, health, root problems, and any obstructions it is causing.

Along with a detailed list of the vegetation in Centerville's streets, this section will detail the current city code as it pertains to trees; vegetation as vehicular and pedestrian traffic obstructions; tree health; sidewalk faults near trees; curb and gutter issues near trees; the magnitude of tree impact; and the cost of removal or maintenance of Centerville's street trees.

City Code

There are several sections of Centerville's code that pertain to street trees. The code details where trees can be planted along the street, what steps must be taken before planting, as well as required maintenance after planting.

In 2011 city code was revised to detail where trees could be planted. This new code states that "deciduous trees within the 50-foot triangle shall be allowed by permit approved by the Public Works Director. Evergreen trees are not allowed within the 50-foot triangle. Trees planted without a permit shall be subject to removal by the Public Works Department. Trees existing as of the date of adoption of this Ordinance with trunks located within the clear-view area...may remain at the discretion of the City based upon safety and visibility standards, but may not be replaced once removed." The 50-foot triangle is found in city code 12-55-230 b: "no fence, wall, sign, or other similar structure, or landscaping which exceeds two (2) feet in height shall be placed on any corner lot within a triangular area formed by the street property lines and a line connecting them at points fifty (50) feet from the intersection of the street curb lines, except for public safety signs and equipment."

Trees within the park strip must follow the location specifics found in section 11-01-150 D2. It states: "Trees shall only be allowed within park-strips that have a minimum of four (4) feet in width, measured between the top back of the curb line to the front face of the sidewalk line. ...Each tree within the park-strip shall be planted no less than 20 feet from another park-strip

tree.” And finally, “Park-strip trees shall not be allowed within thirty (30) feet of a public safety sign.”

Before planting a park-strip tree, a permit application must be submitted and reviewed by the Public Works Director or designee. The application includes the applicants name and address, the site plan for the desired planting, the number and species of tree(s) the applicant wishes to plant. Blue Stakes must be called to determine where underground utility lines are located, which limits where trees can be planted.

After permission and planting, the abutting property owner is responsible for cleanup and pruning. Trees shall be pruned, “to have eight (8) feet of clearance over the sidewalk and thirteen (13) feet of clearance over the street.” 11-01-150 3B. Section 3C states, “ All newly planted trees under power lines shall not exceed twenty-five (25) feet of the tree’s full mature height. Trees that may exceed this mature height limit may require removal at the homeowner’s expense. All existing trees planted under power lines shall be pruned at the discretion of the electric utility provider.”

Street Shrubs, Hedges, and Trees

As stated, the trees, shrubs, and hedges in the park strip (“the area located between the top back of the curb line to the front face, street side of the sidewalk or to the right-of-way when no sidewalk is present, but not including driveways, sidewalks, or trails.” 11-01-150 A) as well as seven feet to the house side of the sidewalk (utility easement) were inventoried and mapped. Table 12 details the totals of each category, found in the park strip and utility easement.

	Park Strip	Utility Easement	Total
Trees and Groves	1,657	2,973	4,630
Shrubs	60	520	580
Hedges	29	361	290
Totals	1,746	3,854	5,600

Table 12 Vegetation by Type and Location

Obstructions

Trees, shrubs, and hedges form obstructions when they are not properly maintained or are in the wrong place. Examples of obstructions are hedges in the 50-foot sight triangle (traffic visibility

obstruction), trees not trimmed to eight feet above the sidewalk (pedestrian clearance), and trees not trimmed 13 feet above the road (traffic clearance). These obstructions make traversing the sidewalk difficult for pedestrians and can also obstruct the flow of vehicular traffic. Table 13 shows the obstructions by plant type.

Obstruction	Trees	Shrubs	Hedges	Total
Pedestrian	1,996	276	147	2,419
Traffic Clearance	505	2	3	510
Traffic Visibility	164	14	6	184
Totals	2,665	292	156	3,113

Table 13 Vegetation Obstructions

The majority of plant obstructions are pedestrian obstructions, which encroach upon the walking space of pedestrians on the sidewalk. Of these pedestrian obstructions, trees are the most frequent cause of pedestrian obstructions.

Health

As part of the inventory, data was gathered on the health of each tree. While this data is not relevant to the current analysis of sidewalks, it is available for future study and application.

Trees and Infrastructure

In cities, trees rarely have the full space their roots require. Tree roots can spread as far as their branches reach. For trees like sycamores and honey locusts, branches and roots can spread upwards of 30 feet. Tree roots also dig through soil and around obstacles to obtain water. These habits can cause problems in an urban setting. Roots near infrastructure can cause cracking and/or lifting of sidewalk slabs, or shifting of curbs. Tree roots and branches can also disrupt utility lines. Detailed below is the impact trees have on curb and gutter, vertical faults, and replaced sidewalk, as well as specific tree types that cause problems and the problems caused by trees in the park strip.

Curb and Gutters. A geographic information system (GIS) was used to analyze position of trees in relation to curb and gutter issues. A buffer of 15 feet was placed around each tree and then overlaid with the curb and gutter occurrence map. Each curb and gutter issue that fell within the buffer was recorded. Of the 345 curb and gutter issues recorded, 34 issues occur within the

15 foot buffer. That is ten percent of the curb and gutter issues. It appears that there are other reasons for curb and gutter failings beyond tree root interference.

Vertical Faults. Using GIS, each vertical fault was analyzed to determine if it is near a tree and to help determine if the tree was the cause. The trees near vertical faults were analyzed by fault severity, tree age (determined by tree diameter), tree type, and location in the park strip.

A buffer with a radius of 15 feet was placed around each fault and then each tree that fell within that buffer was selected. Fifteen feet was chosen as the buffer because the majority of trees had a spread of less than 15 feet, so the majority of roots do not reach beyond that 15 foot buffer. In the inventory there are 4,630 trees. Of the 4,630 trees 1,848 trees (40%) were within 15 feet of a vertical fault. Put another way, of the 8,049 vertical faults, 2,037 faults (25%) are within 15 feet of a tree. Table 14 details trees within the 15 foot buffer broken down by height of the vertical fault.

Height	Total	Faults within 15' of a Tree
3/8-1/2 Inch	6,047	1,348
1/2-1 Inch	1,575	507
1-3 Inch	419	217
>3 Inch	8	8

Table 14 Trees near Faults

Trees and Replaced Sidewalk. There are 1,989 areas of replaced sidewalk in Centerville. Based on conversations with the Public Works director, many of these sections were replaced due to damage from tree roots. In some cases the trees causing the damage were also removed. However, 379 areas of replaced sidewalk are still within 15 feet of a tree, at risk of being damaged again.

Tree Types in the Fault Buffer. Several varieties of trees were recorded in the inventory. The tree varieties included in the inventory were based off trees native to Utah or typically found in urban Utah landscapes. The list of varieties includes sycamore, honey locust, spruce, and fruit trees. Table 15 below shows the 1,848 trees found within the 15-foot fault buffer listed by number of occurrences per tree type.

Fruit	513	Maple	288	Linden	262
Poplar/Aspen	126	Honey Locust	125	Ornamental Pear	109
Spruce	98	Pine	80	Mixed	35
Oak	35	Other	34	Ash	30
Sycamore	23	Hawthorn	25	Juniper	17
Redbud	15	Rose of Sharon	14	Willow	13
Fir	5	Russian Olive	1		

Table 15 Tree types in fault buffer

The most frequently occurring tree types are fruit (which includes all edible fruits found in Utah, as well as non-pear ornamental fruit trees), maple (all varieties), linden, poplar/aspen, honey locust, and ornamental pear. These six types make up 1,423 of the 1,848 trees found within the 15-foot buffer around faults. These tree types, with the exception of the generic fruit trees are fast growing, tall trees. These trees are planted frequently because they are fast growing and tall, but they also cause more infrastructure issues.

Park Strip Trees. Park strip trees can cause more problems than trees in the utility easement because they have a more limited space for roots. Park strips are also more likely to have soil compaction because of the underground utility lines. Map 7, Tree Types in Park Strip, shows the locations of the six major tree types found in the park strip. Map 8, Tree Types near Faults, illustrates the major tree types that occur near vertical faults. Of the 1,848 trees near vertical faults, 776 are in the park strip. That is 48 percent of the trees inventoried near faults. While city code states that trees shall not be planted in park strips less than four feet in width, 35 of the 776 are in park strips less than four feet wide. The remaining trees are in parks strips of at least four feet in width, raised planters, or sidewalk cutouts. Table 16 below shows the six most common tree types in the park strip near faults.

Fruit	373	Maple	138	Other	94
Linden	67	Honey Locust	59	Ornamental Pear	15

Table 16 Park Strip Tree types near faults

Impact of Trees on Sidewalk

Trees and city infrastructure have competing goals. As detailed above, trees and their roots can have major impact on nearby infrastructure. In Centerville, there are many problematic trees. Trees in the park strip can cause damage to both the sidewalk and the curb and gutter. The next paragraphs detail how much impact trees have on city infrastructure.

In the analysis of trees and sidewalk, city sidewalk was placed into two categories: sidewalk within 15 feet of a park strip tree, and sidewalk not within 15 feet of a park strip tree. Each group was recorded in LF. Sidewalk in 15 feet of either direction of a park strip tree came to 49,440 LF. Sidewalk outside the tree buffer totaled 438,041 LF. Faults within the two sidewalk groups were then analyzed. Table 17 shows the faults (major and minor) within the two sidewalk groups.

	Sidewalk near Park Strip Trees	Sidewalk far from Park Strip Trees
Major Faults	119	308
Minor Faults	808	6,814
Total Faults	927	7,122

Table 17 Faults near Trees

The faults in each group were then divided by the LF in each group, shown below as faults per 1,000 LF.

	Sidewalk near Park Strip Trees	Sidewalk far from Park Strip Trees
Major Faults	2.4	0.7
Minor Faults	16.3	15.6
Total Faults	18.8	16.3

Table 18 Faults per 1,000 LF

Major faults occur 3.4 times more often within 15 feet of a park strip tree than they do far from a park strip tree. Minor faults occur 1.05 times more often near a park strip tree than far from a tree. Total faults occur 1.15 times more often within 15 feet of a park strip tree. The most expensive faults to repair are major faults, which occur more frequently near trees. There are 121 park strip trees near major faults and 99 of those trees are adult trees.

Of the 1,848 trees in park strips and utility easements that are within 15 feet of a fault, 57 percent are adult trees. Adult trees cause the most damage because they have outgrown the space allotted to them. The young trees (trees with a diameter less than seven inches) near faults, all 802, have the potential to cause the same damage that adult trees have already caused. Map 9, Trees in Park Strip, shows the trees in the park strip by diameter (an indication of age), followed by Map 10, Park Strip Tree Age Clusters, which shows statistically significant clusters of tree age throughout the city.

Trees add to the beauty of Centerville, but they cause problems when they are in the wrong place. Allowing trees to be planted in the wrong place is saying yes to future damage to costly infrastructure. Trees too close to sidewalk will cause problems in the future. Embracing a plan that allows trees to be grown in the right place will decrease Centerville's liability and future spending on sidewalk repairs.

Cost of Removal

Trees, especially trees within the park strip, are costly to maintain and remove. Park strip tree removal is more difficult because of infrastructure in the vicinity (above and below ground), controlling vehicular and pedestrian traffic during removal, and the risk to vehicular and pedestrian traffic. Below are the cost estimates for tree removal in Centerville.

Tree removal cost varies depending on tree size as well as risk to remove. For trees with a diameter of 1 to 12 inches, removal and hauling away cost between \$300 and \$400. To remove the stump costs between \$150 and \$200. To remove the tree and stump costs \$450 to \$600. Trees with a larger diameter of 13 to 20 inches costs \$600 to \$700 to remove the tree and \$200 to \$300 to remove the stump, or \$800 to \$1,000 to remove the tree and stump. For trees larger than 20 inches in diameter we do not have a reliable estimate. Four-hundred eighteen trees in the inventory have a larger than 20 inch diameter. Only 43 of those trees are within the park strip, however, 37 of the 43 are within 15 feet of a vertical fault.

The eight faults over three inches are all within 15 feet of a tree. However, only three of those trees are in the park strip. Table 19 details the cost to remove the three park strip trees.

Tree	Diameter	Total Cost
1	7-12 inches	\$600
2	13-18 inches	\$1,000
3	13-18 inches	\$1,000
Totals		\$2,600

Table 19 Cost of Park Strip Tree Removal

The remaining five trees that are within 15 feet of the highest eight faults are within the seven foot utility easement. To remove those trees would cost over \$4,600 because two of the five trees have a diameter over 20 inches. In total to remove the trees near the eight highest faults would cost \$7,200.

Recommendations

With this snapshot of Centerville's pedestrian infrastructure, Centerville's mission to plan for the future can better be implemented for pedestrians. Following are recommended action items to mitigate liability and improve the long term condition and use of Centerville's rights-of-way.

Short term Action:

- Remove trees near faults over three inches
- Remove and replace faults over three inches
- Remove and replace all other major faults after first removing trees, if related
- Establish criteria for determining which minor faults to paint and repair
- Paint and begin grinding minor faults based on criteria to be established.

Long term Action:

- Define acceptable uses for the right of way, including whether trees will be permitted in the park strip, and if so, under what conditions
- Maintain paint on unrepaired faults
- Schedule and fund repairs and replacements for unrepaired faults
- Incorporate GIS sidewalk database updates into department procedures
- Determine what to do with areas without sidewalk

References

Department of Justice. (2010). *2010 ADA standards for accessible design* (28 CFR §35.151 2010). Washington, DC: U.S. Government Printing Office.

Portland Cement Association. (2001). Concrete slab surface defects: causes, prevention, repair. *Concrete Information, IS 177.07*. Retrieved from http://www.cement.org/docs/default-source/fc_concrete_technology/durability/is177-concrete-slab-surface-defects-causes-prevention-repair.pdf?sfvrsn=4

Public Works Maintenance Division. (2012). *State of the Sidewalks* (City of Orem's Sidewalk Management Program). Orem, UT.

ESRI 2011. ArcGIS Desktop: Release 10.3. Redlands, CA: Environmental Systems Research Institute.

Appendix

Map 1 Centerville Sidewalk

Hazard Type Images

Map 2 Deferral Agreements

Deferral Agreements by Date and Address

Map 3 Vertical Faults

Map 4 Fault Height Clusters

Map 5 Mailboxes

Map 6 ADA Curb Ramps

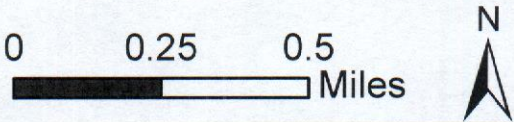
Map 7 Tree Types in Park Strip

Map 8 Tree Types near Faults

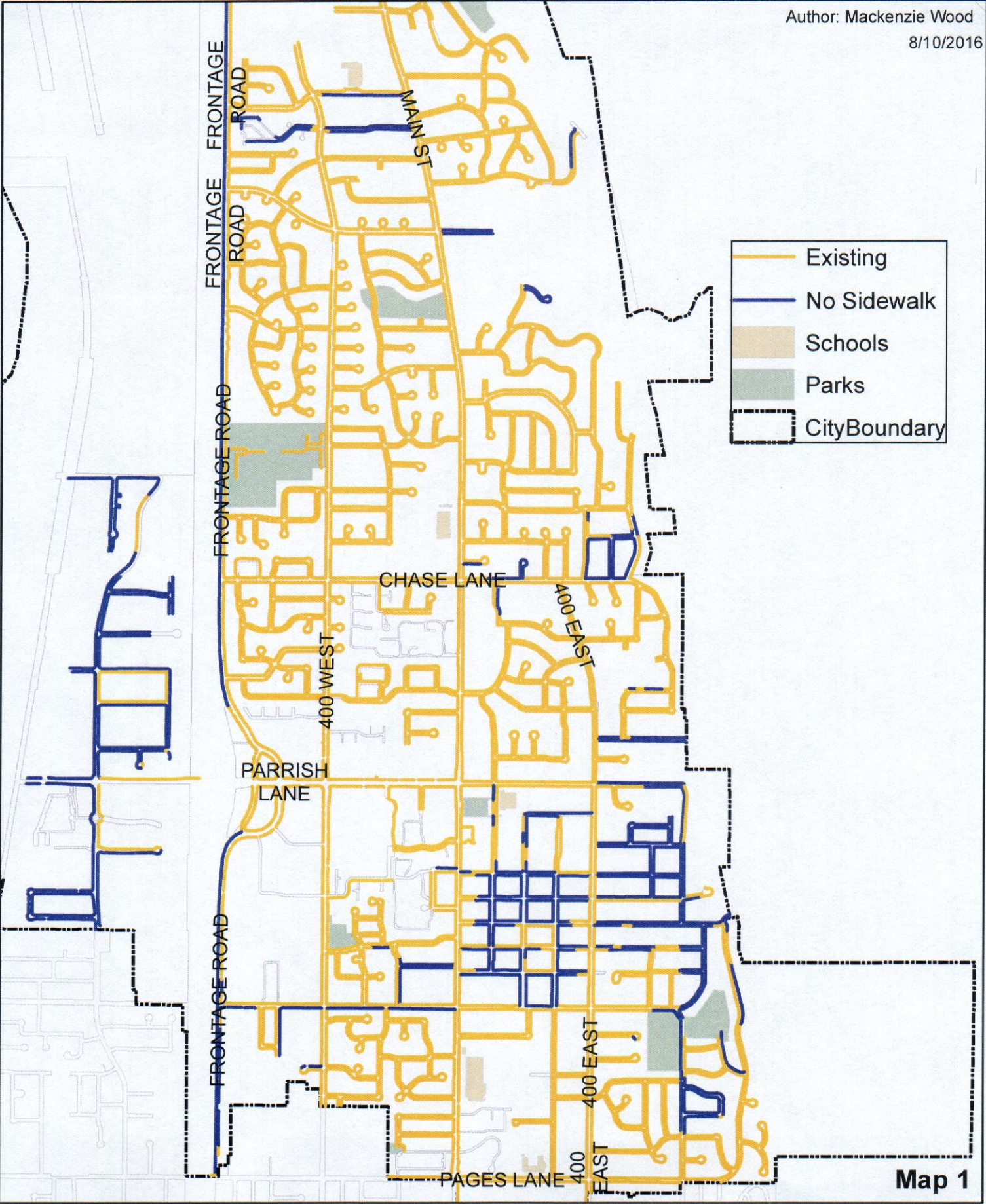
Map 9 Trees in Park Strip

Map 10 Park Strip Tree Age Clusters

Centerville Sidewalks



Author: Mackenzie Wood
8/10/2016



Hazard Types



Figure 1 1-3" Fault



Figure 2 Cracking



Figure 3 Cracking



Figure 4 Spalling



Figure 5 Example of Cross Slope



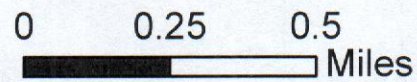
Figure 6 Curb Misalignment

Deferral Agreements

Agreement Date	Property Address
5/30/1990	126 E 1700 NORTH
3/17/1992	722 North 700 East
5/10/1993	SW Corner of Lund Ln and Main Street
5/20/1993	81 E Jennings Lane
5/20/1993	370 W 1950 NORTH
5/26/1993	354 East 100 North
8/8/1993	200 East 100 North
8/16/1993	126 E Center St
10/27/1993	118 E Jennings
11/5/1993	280 South 150 West
11/30/1993	99 W 280 SOUTH
12/22/1993	335 South 800 West
3/18/1994	66 South 200 East
5/26/1994	118 S 100 East
12/7/1994	602 East Aspen Way
5/5/1995	1275 West 75 North
6/6/1995	490 South 400 West
5/15/1996	159 North 1250 West
5/15/1996	444 East 540 North
6/17/1996	68 West 280 South
7/29/1996	744 East 800 South
9/6/1996	461 S 800 WEST
9/23/1996	1250 West 850 North
10/22/1996	138 East 100 North
1/10/1997	1900 N 100 East
3/4/1997	1398 W Parrish Ln
1/8/1998	111 South Frontage Rd
3/2/1998	325 South Main
12/14/1998	80 S Main
4/10/2001	85~87 West Walton Lane
5/14/2001	240 N Frontage Rd
7/28/2001	490 South 400 West
12/27/2001	1163 W 850 NORTH
8/22/2002	121 E Chase Lane
3/20/2003	240 N Frontage Rd
3/9/2007	530 E 100 N
5/24/2007	185 East 100 North
9/6/2007	1150 W 850 NORTH

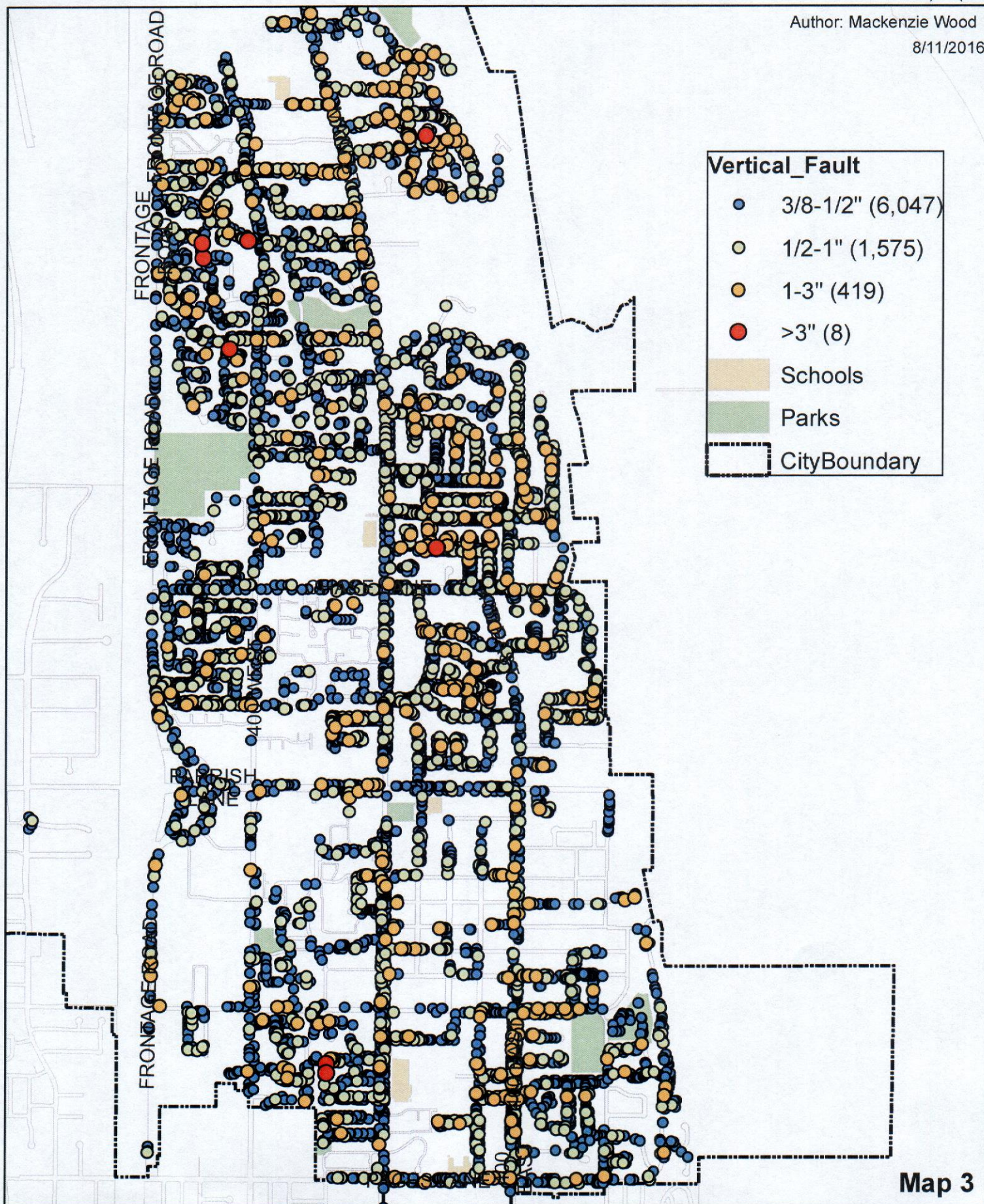
4/21/2009	400 West Parrish Lane. All of Lot 1 Parrish Park
6/25/2009	483 & 497 E 200 S
12/14/2011	N/E Corner Center Street & 700 East
1/24/2012	2138 N Frontage Rd
9/7/2013	200 East 1200 South
11/6/2015	461 S 800 WEST
7/22/2016	200 N 500 E
7/22/2016	150 N 600 E

Vertical Faults



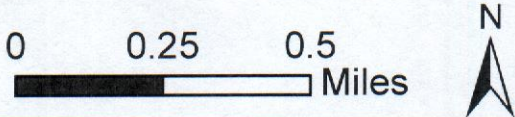
Author: Mackenzie Wood

8/11/2016

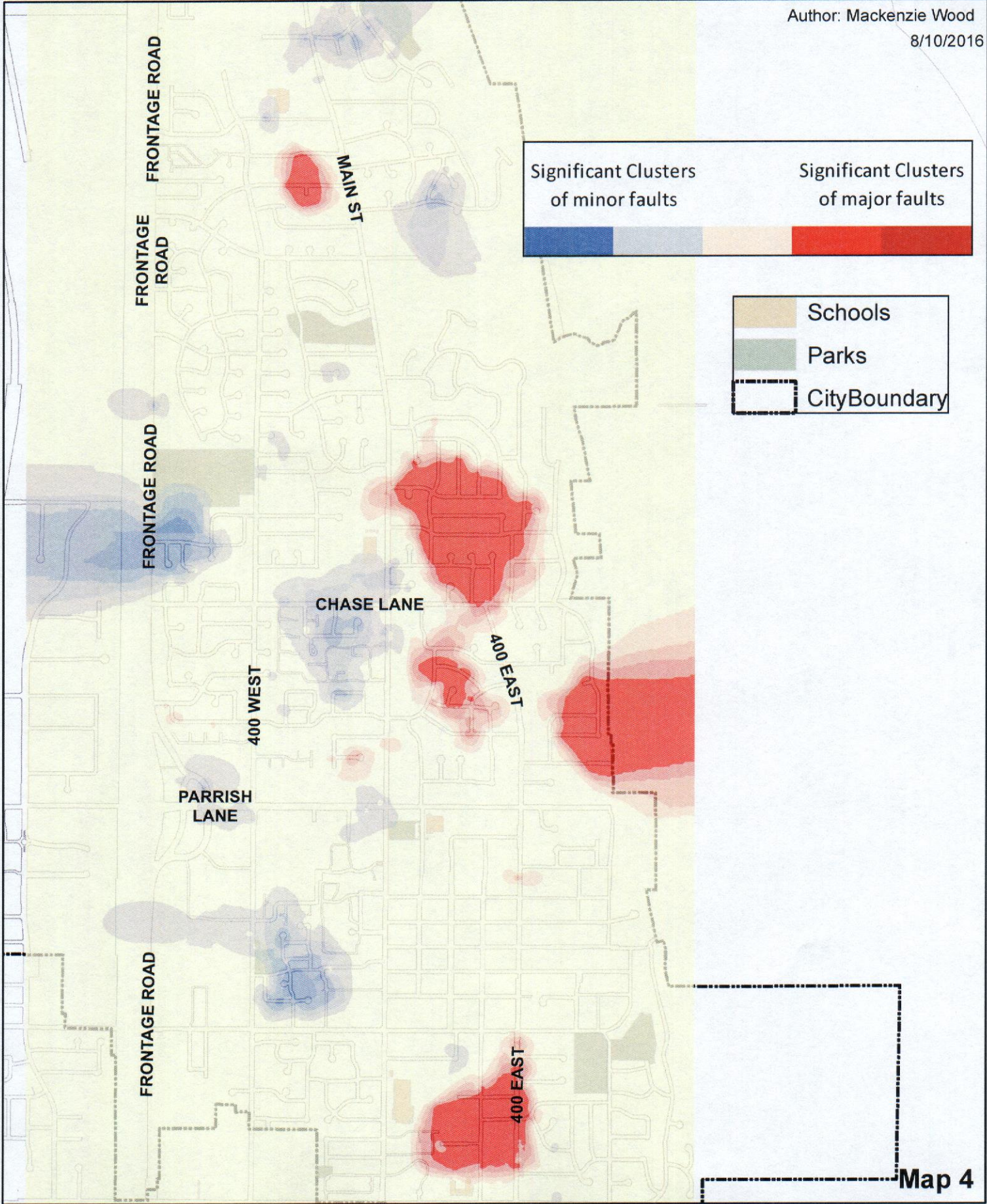


Map 3

Fault Height Clusters



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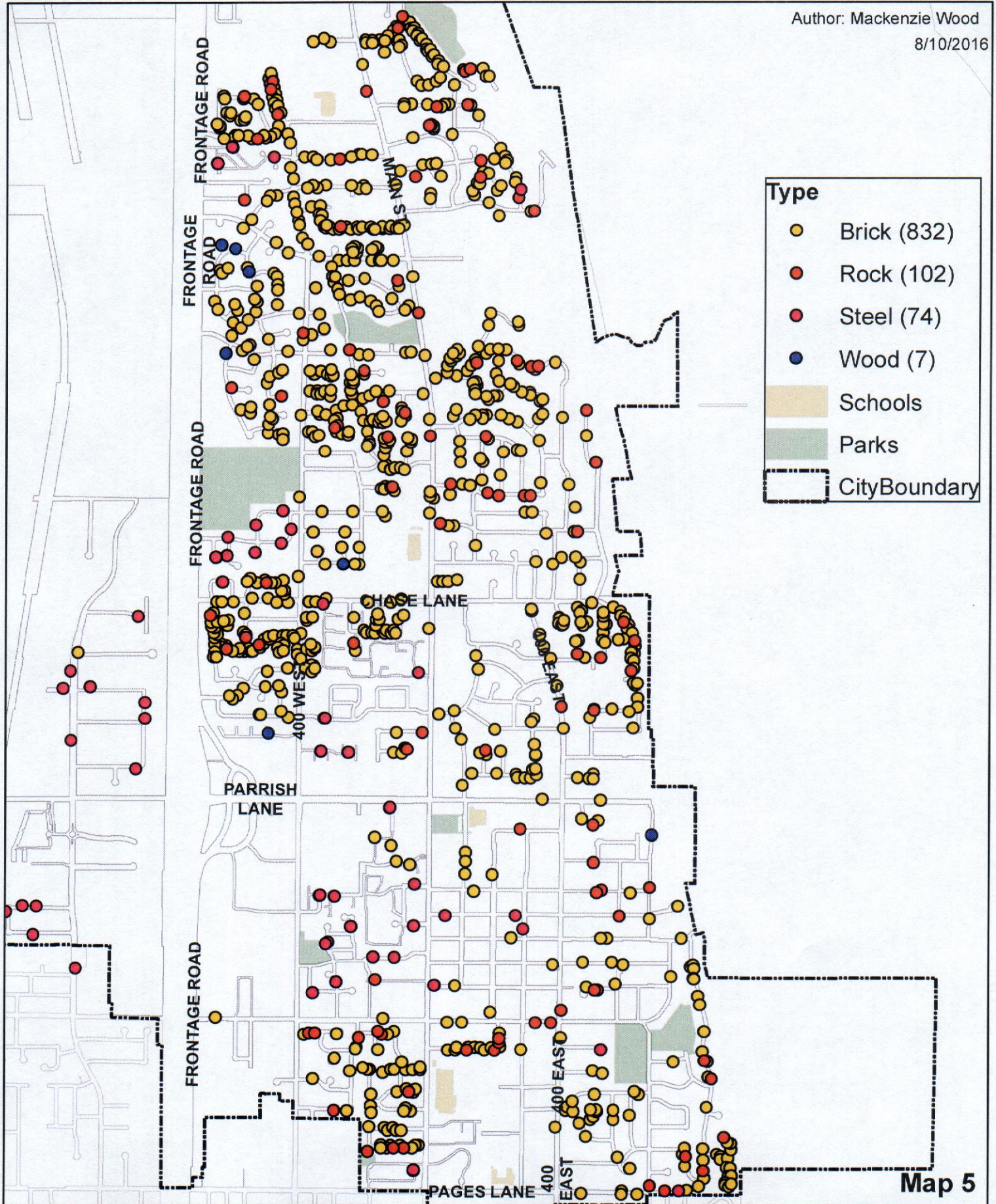


Mailboxes

0 0.25 0.5
Miles



Author: Mackenzie Wood
8/10/2016

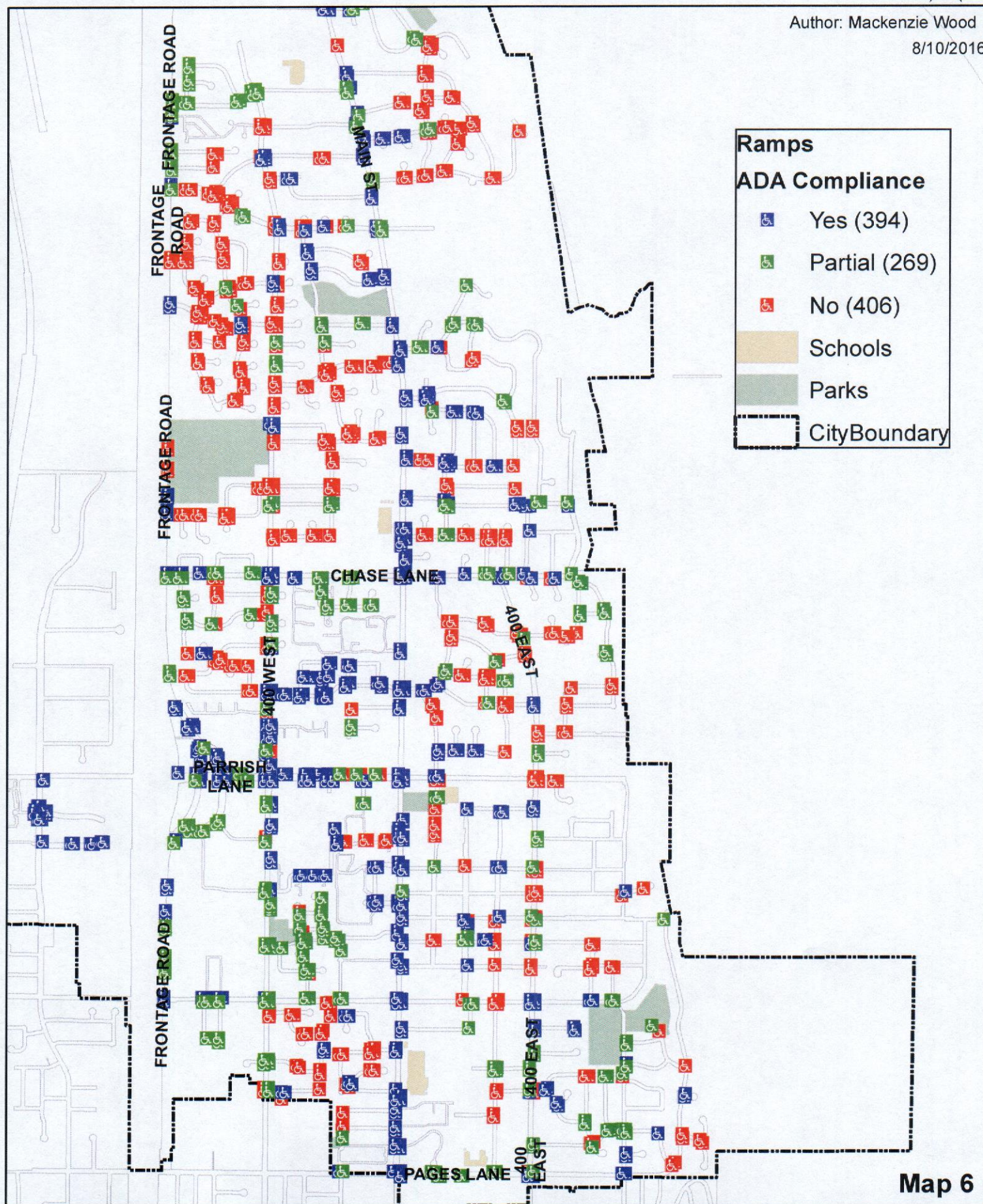


ADA Curb Ramps

0 0.25 0.5 Miles



Author: Mackenzie Wood
8/10/2016

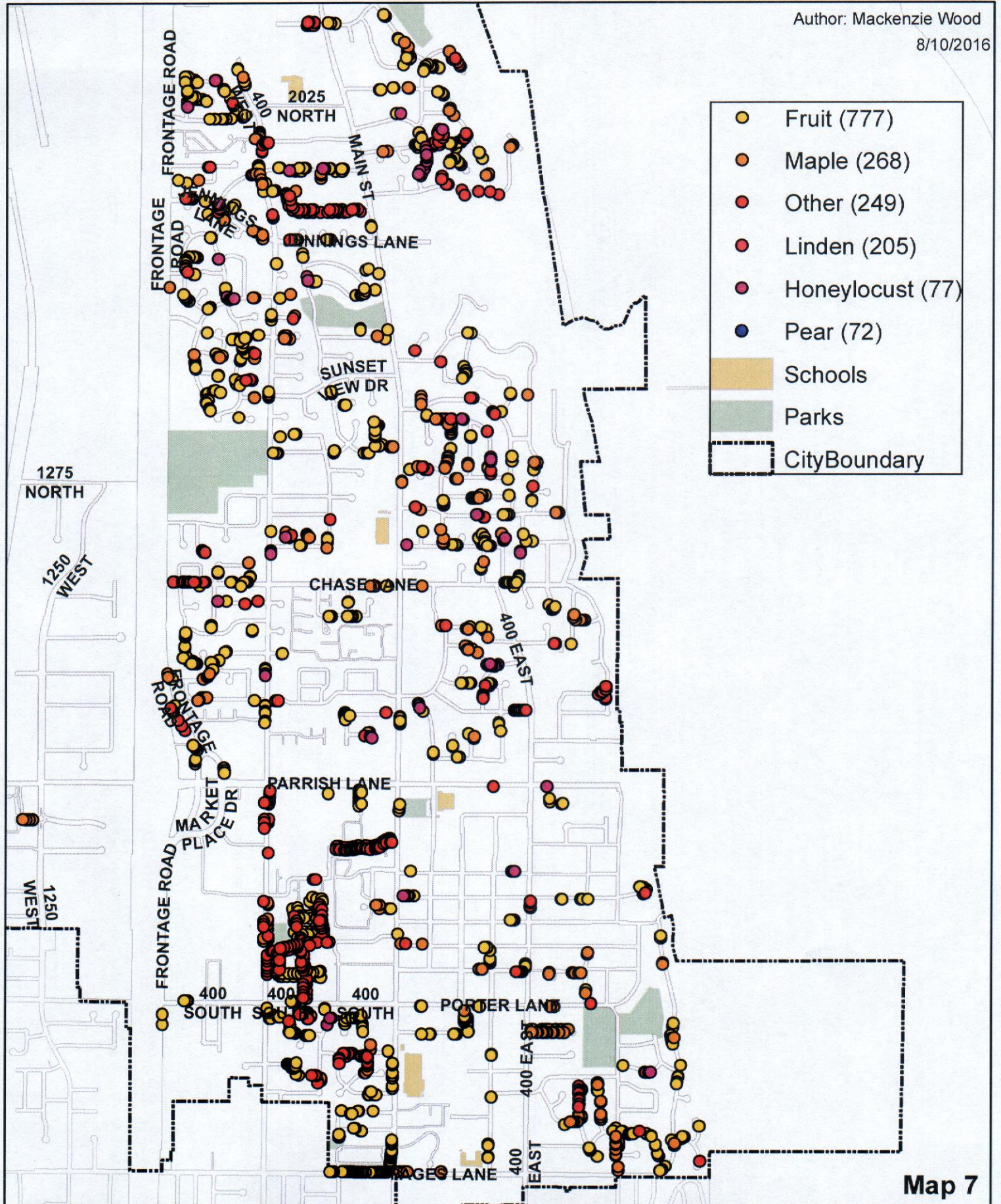


Tree Types in Park Strip

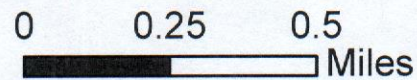
0 0.25 0.5 Miles



Author: Mackenzie Wood
8/10/2016

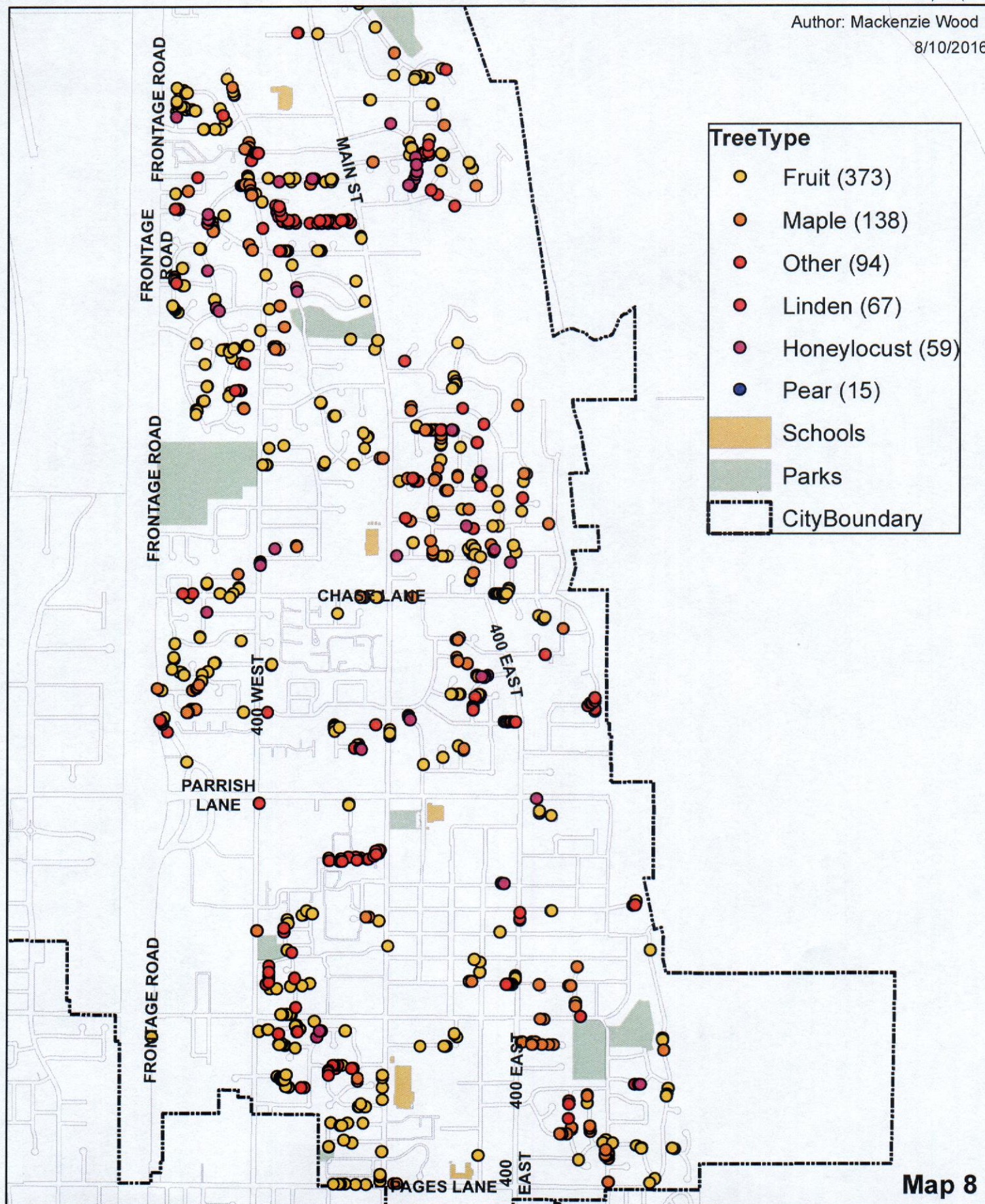


Tree Types near Faults

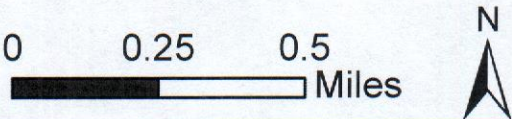


Author: Mackenzie Wood

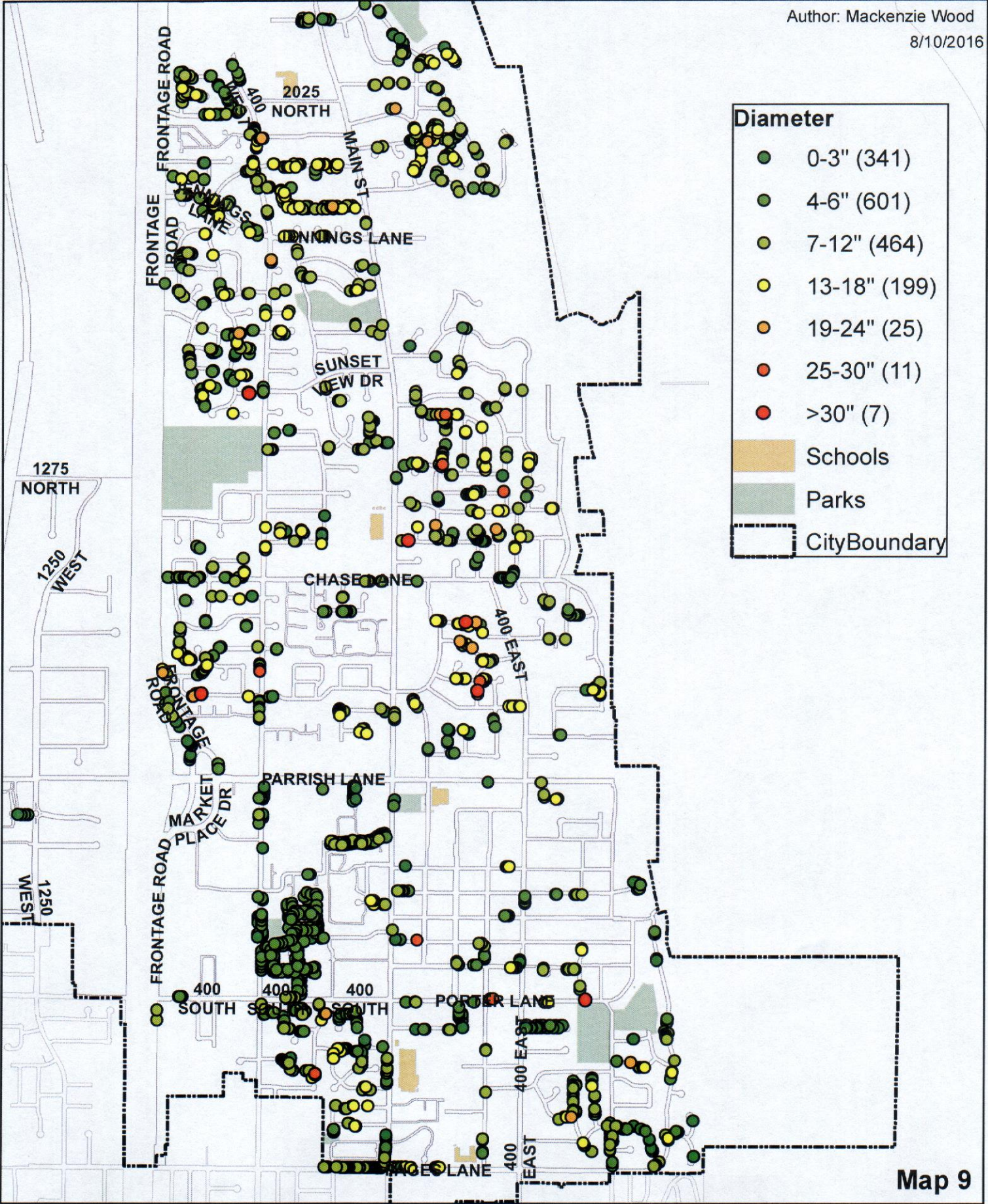
8/10/2016



Trees in the Park Strip



Author: Mackenzie Wood
8/10/2016



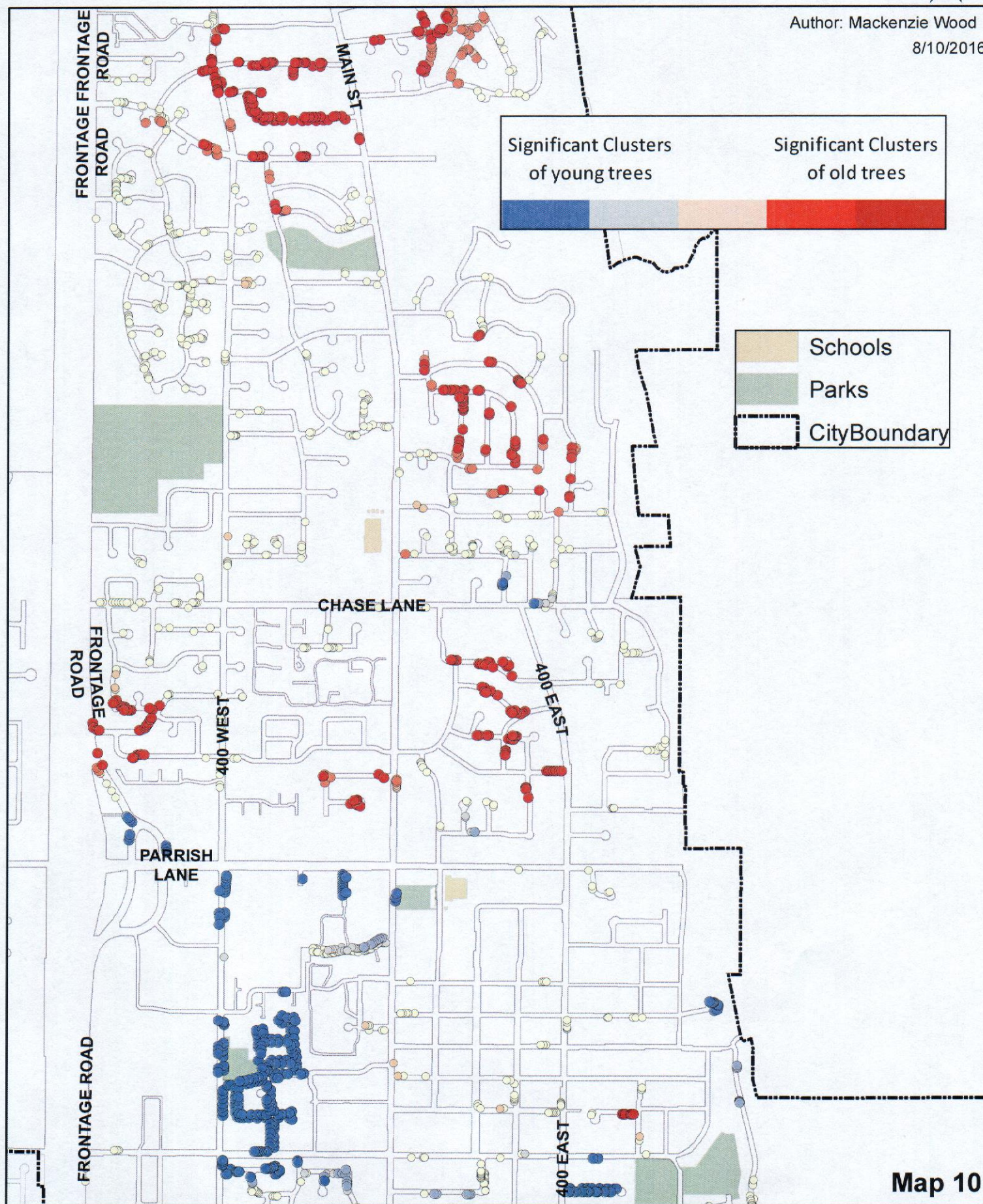
Park Strip Tree Age Clusters

0 0.2 0.4
Miles



Author: Mackenzie Wood

8/10/2016



CENTERVILLE

**Staff Backup Report
8/16/2016**

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 Summary of August 16, 2016 Council meeting

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No.

Short Title: Steve Thacker

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE

**Staff Backup Report
8/16/2016**

Item No. 1.

Short Title: 4th of July Celebration Report - 4th of July Committee Co-Chairs

Initiated By:

Scheduled Time: 7:10

SUBJECT

RECOMMENDATION

Allow Steve and Kris Green, Co-Chairs of the 2016 July 4th Celebration, to report on this year's event. They have submitted the attached written summary report. A summary financial report will be available on Monday. Their report will include recommended changes/improvements for next year's celebration.

BACKGROUND

ATTACHMENTS:

Description

- D July 4th Committee Report

2016 JULY 4th COMMITTEE REPORT TO CENTERVILLE CITY MAYOR AND CITY COUNCIL

Kris and Steve Green

August 16, 2016



INTRODUCTION

Dear Mayor Cutler and City Council. We are pleased to be here this evening to provide a report to you for this year's 4th of July celebration. This year's activities carried on traditional events, added some new innovations, and enjoyed favorable financial results.

COMMITTEE VOLUNTEERS

CELEBRATION CO CHAIRS – Kris and Steve Green
YOUTH STREET DANCE CHAIRS – Lisa Summers and the Centerville City Youth Council
ACTIVITIES IN THE PARK CHAIRS – Wayne and Beverly Lewis
CHILDRENS' PARADE CHAIRS – Jeannee Elder and Natalie Musgrove
CENTERVILLE'S GOT TALENT CHAIRS – Jackie Smith and Becki Wright
CONCERT IN THE PARK CHAIR – Kevin Peay
FIREWORKS CHAIR – Jacob Smith, city staff
FREEDOM 5K RUN AND CHILDRENS RUN AND VENDOR BOOTHS CHAIR – Dale Anderson
BREAKFAST AT FOUNDERS PARK CHAIRS – Terry and Marilyn Lotz
CENTERVILLE PARADE CHAIR – Mary Walter
ENTERTAINMENT IN THE PARK CHAIRS – David Hill and Janet Dye
YOUTH ART EXHIBIT CHAIR – Annina Muelleck
QUILT SHOW CHAIRS – Denise Littlefield and Shelli Willey
PUBLICITY CHAIRS – Rod and Cathy Green
GRAPHICS DESIGN CHAIR – Neil Brown
FINANCE CHAIR – Ken Webb
SECURITY CHAIR – Taylor Burnett

FINANCIAL REPORT

The net expense of the celebration was \$6,066 below this year's budget. The favorable variance was a result of reduced parade costs in the areas of floats and high school bands. The savings in the breakfast category was due to favorable food costs, contributions, and a good volume in number of people served. The variances in other

expense categories were not large. In addition, Alphagraphics donated much of their services and Dicks Sporting Goods made a sizeable contribution.

NEW THIS YEAR

- For 2016, the parade route was extended by 25% for a total length of 2.0 miles. This was well received by citizens, as it provided an expanded area for them to view the parade, and provided a less crowded experience.
- Centerville's Got Talent was a new event added this year. It was also very well received, and 23 entrants auditioned for the 8 spots that were selected to perform in the Founders Park concert.
- Activities in the Park added a radar pitch machine, a train ride, miniature ponies, and a larger climbing wall.
- We arranged for the Whitaker Museum to be open a few hours after the parade. We had the parade announcers make people aware of this opportunity, and about 150 people came to the museum.
- A more formal sales tax reporting process was required this year by the State Tax Commission, and Steve Thacker and his staff gave great assistance to comply with this requirement.

NOTEWORTHY SUCCESSES

- The expanded parade route was a big hit with citizens, and we believe the glitches it caused can be effectively worked out.
- Centerville's Got Talent provided a venue for those interested in sharing their talents to perform in front of a community audience. Entrants were very grateful that we did not charge a fee to audition for this.
- Several young parents expressed appreciation that the bounce toys and most other Activities in the Park were provided on a no cost basis. They asked "where do you buy tickets" and when they found that the toys were available to their children for free, they were delighted.
- The breakfast, again this year, was a big hit. It was very well planned and the flow from payment to receiving your meal was both quick and simple.
- An estimated 900 to 1,000 children participated in the children's parade. This is very much a "feel good" event, and went well.
- We felt very fortunate to be able to obtain the Salamanders for the Concert in the Park. Their music did appeal to a broad audience, and seemed to be well received.
- We received great comments about the fireworks this year, including the fact that by use of an internal countdown, they began the moment that the applause for the Salamanders group ended.
- The Freedom Run and Children's Run again were very successful. Participation was both broad and intense.
- The Entertainment in the Park concert provided high level talent, and included some who have performed at a New York Broadway level.
- The Quilt Show and Youth Art Exhibit also enjoyed good audiences, and provided people a chance to leave the hot outdoors for a cool inside experience.
- Opening the Whitaker Museum, and having it mentioned by the parade announcers was very successful. The museum had all the traffic it could handle, and several young families said they planned to return for additional visits.
- We loved our new 2016 logo that was developed by Neil Brown. It could easily be adapted for use in future years.

- Mayor Cutler and the City Staff gave incredible support to the volunteer committee for this celebration! They attended all of our committee meetings, and helped in every way possible. They gave us kind and skillful help, and their respect. We cannot give enough thanks for their part in the success of this celebration!

RECOMMENDATIONS TO CONSIDER

- As with any City function, there were differing voices about whether it is best to stay with a professional band like the Salamanders for the main concert, or give that prime venue to local talent from our own town. This should be discussed.
- The expanded parade route did present some challenges. In counsel with Chief Russell, we recommend that the parade has more room for staging and drop off if it was moved to the Pages Lane area, and that it proceed north from there.
- A strong recommendation was made that the City consider having a city staff employee be in charge of the parade. This is a difficult and time consuming job that makes it hard for a volunteer to handle in addition to their own life responsibilities. This would provide better continuity for parade participants and we believe that some other cities, including Kaysville handle it in this way.
- We suggest some meaningful study be conducted to determine if the events held on Saturday and Monday would be better conducted in one large day, or not. We are experiencing "cost creep" in most areas, and this would help simplify logistics and reduce costs.

CONCLUSION AND THANKS

As co-chairs for this year's 4th of July celebration, we thank the Mayor and City Council for the trust you placed in us in directing these events. We recognize that this is a very important part of our community's annual city activities. This assignment gave us the opportunity to work with many great individuals, and to observe first hand their gratitude for living in Centerville, and their willingness to make this a great place to live and to raise our families.

Our sincere thanks,
Kris and Steve Green

QUESTIONS...

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No. 2.

Short Title: Minutes Review and Acceptance

Initiated By: City Recorder

Scheduled Time: 7:25

SUBJECT

July 19, 2016 work session; August 2, 2016 work session and regular Council meeting

RECOMMENDATION

BACKGROUND

In the July 19 minutes, the yellow highlighted area represents what was amended in the August 2 meeting, and the red highlighted area is what the recording secretary added since the August 2 meeting, pursuant to the Council's request to listen to a portion of the July 19 recording.

ATTACHMENTS:

Description

- ☐ 7-19-2016 Joint work session minutes
- ☐ 8-2-2016 work session minutes
- ☐ 8-2-2016 regular Council meeting minutes

PRELIMINARY DRAFT

Minutes of the Centerville City Council and Planning Commission joint **work session** held Tuesday, July 19, 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

PLANNING COMMISSIONERS PRESENT

Chair	David P. Hirschi
Commissioners	Kevin Daly
	Cheylynn Hayman
	Gina Hirst
	Logan Johnson
	Becki Wright

COMMISSIONER ABSENT

Scott Kjar

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

SOUTH MAIN STREET CORRIDOR PUBLIC SPACE PLAN

Chair Hirschi summarized direction given by the Council to the Planning Commission regarding proposed amendments to the South Main Street Corridor (SMSC) Public Space Plan, particularly concerning liability. He described the Commission's process of in-depth examination of the SMSC, which included discussions with a UDOT representative, the Police Chief, the City Attorney, and Wasatch Front Regional Council (WFRC) representatives. Chair Hirschi stated that the Planning Commission's primary focus has been on creating a more walkable Main Street. He reported they were told by the UDOT representative that lane widths could be modified, bike lanes could be added, and cityscape furniture could be added to rights-of-way as long as certain criteria are met. The Planning Commission has made an effort to refine the proposed Public Space Plan and provide a recommendation that would create a more active transportation corridor without undue liability and maintenance for the City. Chair Hirschi reported that during public hearings citizens seemed mostly in favor of doing something to spruce up the corridor. The recommendations from the Planning Commission were passed by majority vote of the Commission (5-2) on July 13th.

Commissioner Wright explained that the lengthy analysis and research results included with the Commission's recommendation strongly support placing furniture elements in the rights-of-way, with safety concerns mitigated by using proper materials. She expressed the

1 opinion that the proposed Public Space Plan would encourage walkability along Main Street.
2 Commissioner Hayman reported that the WFRC representative referred to what has been done
3 on Main Street in Logan, stating that something similar could be done in Centerville. Chair
4 Hirschi pointed out that one major change from the Commission's earlier recommendation to the
5 Council is for decorative light poles to remain in the park strips, but for trees to move back onto
6 private property. Street furniture and planter boxes that meet UDOT break-away requirements
7 are included in the recommendation, as well as the addition of a stripe along each side of the
8 street to create space between the curb and travel lanes between Parrish Lane and Pages
9 Lane, for bicyclists. The recommendation is for a symmetric street plan.

10
11 Commissioner Wright stated the UDOT representative recommended the City wait until UDOT
12 rebuilds Main Street in 2018 to put significant funds into establishing bike lanes. The Council
13 and Planning Commission discussed bike lanes and the relationship between drivers and bikers
14 sharing roadways. Councilwoman Mecham said she rode in a vehicle with others on Main
15 Street north of Parrish Lane where UDOT added the stripe, and the driver found it difficult to
16 stay out of the bike lane and far enough from oncoming traffic. She mentioned that cyclists,
17 walkers, and joggers tend to take up the full space provided, and suggested perhaps the traffic
18 lane is too narrow and the bike lane too wide for sharing the road. Councilman McEwan said he
19 would like to see data used by UDOT to determine lane widths. Mr. Snyder stated it is his
20 impression that the Planning Commission would like bike lanes to be part of the SMSC Public
21 Space Plan, whatever the lane width ends up being. Mr. Thacker recommended involving the
22 Trails Committee in the discussions. Commissioner Hayman stated the WFRC representative
23 was pushing 11-foot automobile lanes to allow for 5.5-foot bike lanes.

24
25 Commissioner Johnson stated he did not vote in favor of the proposed amendments
26 because he feels current zoning is not conducive to walkability, and he would not want to add to
27 development costs for elements he feels are not a good match for existing zoning style.
28 Commissioner Daley agreed with Commissioner Johnson's comments, and added that Main
29 Street is the primary way to get north and south through the City. He stated Main Street is an
30 auto corridor that will never be Main Street in Bountiful. Commissioner Daley commented that
31 the majority of pedestrians on Main Street are junior high students going to and from school. He
32 does not anticipate major pedestrian traffic on Main Street, so he feels some of the proposed
33 elements are unrealistic and unfeasible. Commissioner Daly suggested the City should take
34 more of a middle ground. Councilman McEwan pointed out the size of the barricades between
35 pedestrian traffic and automobile traffic on the Parrish Lane overpass, with a speed limit of 35
36 mph. Main Street has a speed limit of 40 mph. The Council and Planning Commission
37 discussed the likelihood that the speed limit on Main Street would change in the future.

38
39 Councilwoman Ivie stated that this highway has been and is a through street, not a
40 destination. In response to Councilwoman Ivie's point about how this corridor is used,
41 Councilwoman Fillmore stated many citizens living in the SMSC area have told her they would
42 like to be able to safely walk or ride bikes to the library, or other locations. She said she feels
43 the City should respect the residential neighborhoods behind the corridor and control speeds
44 with built elements along the road. Councilwoman Fillmore said she has felt a pressing need for
45 a Public Space Plan to be in place with an entire block of the corridor ready for development.
46 Chair Hirschi commented that, while the Planning Commission has heard negative feedback
47 from citizens regarding zoning changes on Main Street, they have not received a lot of negative
48 feedback regarding the proposed Public Space Plan.

49
50 Councilwoman Mecham said she feels the City should examine the need for walkability
51 on Main Street. She said she does not believe joggers on Main Street will stop and sit on a
52 bench, and she would not want the junior high students to get in trouble for damaging street

1 furniture. Councilwoman Mecham said she visited with more than half of the property owners in
2 the SMSC in the last two days, and most were upset that they did not know what was being
3 proposed. She said not one property owner could see any benefit to them with the proposed
4 elements. Councilwoman Mecham agreed the City needs a Public Space Plan, but said she is
5 not sure benches and planters are a good idea. She expressed concern that much of the
6 corridor will never change and redevelop, so continuity would never happen. Councilwoman
7 Mecham said she likes the idea of six-foot sidewalks. She said she would rather not have hard-
8 space all the way to the street, and she does not like the proposed tall grasses. Commissioner
9 Hayman said she does not care if the Council changes the specifics of the elements, but
10 pointed out that vertical elements are proven to improve safety. Councilman McEwan stated he
11 does not see a lot of incentive for a property owner to make the proposed improvements.
12 Mayor Cutler said he wants Main Street to be something Centerville can be proud of.
13 Councilwoman Ivie said she would be in favor of some kind of middle ground that does not put a
14 financial burden on property owners.

15
16 **SENSITIVE AND CONSTRAINED LANDS**

17
18 Mr. Snyder briefly described the Planning Commission's discussion regarding sensitive
19 and constrained lands as they apply to density calculations. He stated that most remaining
20 constrained land within the City would be covered by the Hillside Ordinance.

21
22 **ADJOURNMENT**

23
24 Mayor Cutler adjourned the work session at 6:55 p.m.

25
26
27
28
29
30 _____
31 Marsha L. Morrow, City Recorder

Date Approved

32
33
34
35
36 _____
Katie Rust, Recording Secretary

PRELIMINARY DRAFT

Minutes of the Centerville City Council **work session** held Tuesday, August 2, 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

Lisa Romney, City Attorney
Jacob Smith, Assistant to the City Manager
Katie Rust, Recording Secretary

STAFF ABSENT

Steve Thacker, City Manager
Blaine Lutz, Finance Director/Assistant City Manager

VISITORS

Dee Hansen, South Davis Sewer District Board Chairman
Scott Rogers, Aqua Engineering CEO
Dal Wayment, South Davis Sewer District General Manager

WORK SESSION – SOUTH DAVIS SEWER

South Davis Sewer District General Manager, Dal Wayment, shared history of the South Davis Sewer District. He stated that the last rate increase was implemented in 1988, and emphasized that the Sewer District Board and staff take their financial responsibility extremely seriously. Mr. Wayment updated the Council on the proposed "food waste to energy" project, which would be located at the District's south plant. Mayor Cutler commented that the project would extend the life of the landfill. Mr. Wayment explained possible risks involved and plans to mitigate those risks, and expressed confidence in everyone involved with the project. The project is still in the due diligence phase. Mr. Wayment estimated it may be possible to close on bonding in late November of this year, with ground breaking in early 2017, having Phase One online in early 2018. The Mayor and Council indicated support for the project.

ADJOURNMENT

Mayor Cutler adjourned the work session at 6:50 p.m.

Marsha L. Morrow, City Recorder

Date Approved

Katie Rust, Recording Secretary

PRELIMINARY DRAFT

Minutes of the Centerville **City Council** meeting held Tuesday, August 2, 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

Lisa Romney, City Attorney
Jacob Smith, Assistant to the City Manager
Cory Snyder, Community Development Director
Paul Child, Centerville Police Chief
Randy Randall, Public Works Director
Katie Rust, Recording Secretary

STAFF ABSENT

Steve Thacker, City Manager
Blaine Lutz, Finance Director/Assistant City Manager

VISITORS

David Hirschi, Planning Commission Chair
Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT

Councilman McEwan

OPEN SESSION

Dale McIntyre – Mr. McIntyre stated he was pleased when the Council voted to stream Council meetings live, but has been disappointed that the live streaming has not always happened. He asked if there is a way to ensure the streaming will work.

Lawrence Wright – Mr. Wright referred to a discussion that took place at the previous Council meeting, and thanked the Council for taking the safety of bike trails on Parrish Lane seriously. He stated that the level of discussion that took place clearly shows how seriously the Council takes safety – something he feels was missed by KSL Radio. He expressed disappointment in the way the issue has been escalated by the media, and said he feels taking the time to deliberate is the right approach. Mr. Wright said he was troubled by comments and behavior of the Community Development Director at the previous meeting. He stated he knows Councilman Ince to be a man of integrity, and thanked the Council members for representing the community.

Kyle Green – Mr. Green asked the Council to reconsider the debris basin property on 100 South and try to prevent it from being developed with homes. He said he feels it would be unwise to eliminate prevention methods already in place within the city. Mr. Green also asked when the City will begin issuing permits for the urban deer control program.

Bree Johnson – Ms. Johnson asked when further discussion of passive versus active space is scheduled to take place. Council members Ivie and Mecham indicated willingness to put the issue on an agenda. Mayor Cutler suggested Ms. Johnson submit suggestions to the City prior to further Council discussion.

1 Jason Smith – Mr. Smith stated he lives on 100 South, and is concerned about the lack
2 of sidewalks on his street.

3
4 **PUBLIC HEARING – ZONING CODE AMENDMENTS – SOUTH MAIN STREET**
5 **CORRIDOR (SMSC) OVERLAY – CHAPTER 12-48**
6

7 Mayor Cutler thanked the citizens in attendance and stated that public comments are
8 welcomed in writing as well as spoken during the public hearing. Cory Snyder, Community
9 Development Director, described the purpose and function of a Public Space Plan. The Council
10 adopted a Public Space Plan with the SMSC Overlay Zone in November of 2015. In January of
11 2016, the Council directed staff to prepare specific edits to the SMSC Overlay Zone related to
12 the Public Space Plan, and have the Planning Commission weigh in on the matter. Mr. Snyder
13 described the Planning Commission's process in reexamining this issue. One difference
14 between the Planning Commission's previous recommendation and the recommendation
15 approved by majority vote of the Commission on July 13, 2016, is the addition of striping on
16 Main Street for bike lanes south of Parrish Lane.

17
18 Chair Hirschi read aloud portions of the General Plan pertaining to the SMSC (adopted
19 in 2007), stating that Main Street is a major entrance to Centerville City, and such an entrance is
20 important to the overall appearance and atmosphere of the city. He went on to quote the
21 following statement from the General Plan considered by the Planning Commission during their
22 examination: "Growth and revitalization strategies ought to encourage infill and redevelopment
23 in balance with the community's desire to highlight Centerville Main Street. The South Main
24 Street Corridor can and will thrive if included in the design framework for this area is a scheme
25 that provides various alternatives to purely an automobile oriented street. Pedestrian friendly
26 amenities, alternative forms of transportation, proper architectural building designs, and other
27 similar concepts need to be considered in designing the South Main Street Corridor District.
28 Redevelopment and enhancements need to focus on such concepts to create a stronger, more
29 vibrant Main Street environment." Chair Hirschi also read ten goals for the SMSC set forth in
30 the General Plan.

31
32 Chair Hirschi stated the Planning Commission learned from a UDOT representative that
33 UDOT would not be opposed to the proposed plan as long as certain guidelines are met. He
34 reported that a Wasatch Front Regional Council (WFRC) representative gave encouragement
35 for improvement along Main Street. With regards to legal liability, the Planning Commission
36 refers the City Council to the City Attorney's privileged memorandum, dated March 18, 2016.
37 Councilman McEwan thanked the Planning Commissioners for their efforts and asked how
38 many of the owners of property on Main Street were solicited for their input. Chair Hirschi
39 responded that public hearings were held, but the Planning Commission did not receive much
40 input from property owners. Chair Hirschi pointed out, however, that the focus of the plan is on
41 developing improvements in the public right-of-way – only the trees in the plan would be on
42 private property, and would be planted and maintained by the City. Chair Hirschi emphasized
43 that the Planning Commission is open to working with the Council to put together the best plan
44 possible. Councilman Ince commented that, although all elements but the trees are in the
45 public space in the proposed plan, the size of the public space is significantly increased. Chair
46 Hirschi responded that in some areas there may need to be some expansion, and added that
47 details are yet to be worked out. Councilwoman Mecham asked if property owners are
48 expected to pay for the improvements in the proposed plan. Chair Hirschi responded that the
49 Planning Commission did not stipulate funding, but said he assumes the City would be
50 financially responsible for elements within the public area.

51

1 Mayor Cutler explained why the City has different design standards for different areas,
2 and suggested it would be most helpful to the Council if citizens provide feedback on specific
3 elements of the proposed Public Space Plan. He emphasized that standards and requirements
4 included in the proposed Public Space Plan would only apply to new development or
5 redevelopment within the SMSC. Responding to a question from Councilwoman Mecham,
6 Mayor Cutler stated it is his understanding that the ordinance passed in 2015 places financial
7 responsibility for installation of the improvements on individual developers. Councilwoman
8 Mecham said she feels there has been misinformation spread that the Council is not pro-bike or
9 pro-bike lanes. She stated she is pro-bike and pro-bike lanes. She clarified that the Council's
10 discussion at the previous meeting centered around a concern for safety with bike lanes on
11 Parrish Lane. She repeated the desire she stated at the previous meeting to meet with cyclists
12 to more fully understand all aspects of the issue. Councilwoman Fillmore said she left the
13 previous meeting with the impression that staff was directed to hold UDOT off on finishing the
14 striping on Main Street. Councilwoman Mecham disagreed, stating that no such direction was
15 given.

16
17 Lisa Romney, City Attorney, reviewed City Code regarding civil discourse. Mayor Cutler
18 opened the public hearing at 8:03 p.m., asking the public to limit comments to two minutes.

19
20 Gary O'Brien – Mr. O'Brien said he owns O'Brien Glass Products and adjoining
21 properties on Main Street between 300 South and 400 South. He stated he has never been
22 contacted or talked to about the proposed plan.

23
24 Jeff Lewis – Mr. Lewis said he is a new resident of Centerville and thinks it is a great
25 city. He thanked the Council for supporting bike lanes, and respectfully disagreed with the tone
26 of the comments about aggressive cyclists. He said he is within the law when cycling, and is
27 concerned about his safety when cycling. Mr. Lewis said he did not get his impressions from
28 the news – he watched the previous meeting before attending this evening.

29
30 Spencer Summerhays – Mr. Summerhays expressed appreciation for Chair Hirschi's
31 presentation of the General Plan language, setting the context for what is in place and what we
32 hope Main Street will become. He said he understands property owners have concerns, and
33 agreed with the Mayor that it might take 15-20 years for changes to come about. Mr.
34 Summerhays said he feels the City needs to have a vision for the future, and suggested that the
35 built environments we love to visit have aesthetic features and are not sterile hard-scapes. He
36 said he supports the proposed plan as it stands now. Mr. Summerhays said he has hope for the
37 future, and would be disappointed if, after all the work and research that has been done, the
38 ideas are not implemented. He mentioned there are tighter bike lanes across the country, and
39 said he feels it can work if people are respectful of each other.

40
41 Jason Pitt – Mr. Pitt thanked the Council for holding the public hearing. He said he
42 works on Main Street and observes the corridor being used by joggers in the morning, cyclists,
43 and kids walking home from school in the afternoon. The corridor is not used for retail
44 shopping, and citizens are not walking up and down the street sitting on park benches. He said
45 he is in favor of beautifying Main Street, but he wants everyone to recognize the difference
46 between dream and reality. Mr. Pitt stated he has issues with the proposed plan since it would
47 affect him now as a business owner, and later as a developer. The reality is that business
48 owners would have to pay for and maintain the elements in the plan. He asked who is
49 responsible or liable if something happens in front of a business on one of the improvements.

1 Dale McIntyre – Mr. McIntyre disagreed with the idea that Main Street is a major
2 entrance to the city. He stated the major entrance to the city is Parrish Lane, so the purpose
3 supposedly being met by the Public Space Plan is a false purpose. He asked when Main Street
4 was named a major entrance, and suggested it never will be a major entrance unless high
5 density is approved. Mr. McIntyre stated that a good part of Centerville has told the Council
6 they do not want high density.

7
8 Matthew Larsen – Mr. Larsen said he feels any long-term planning ought to be based on
9 what Main Street can become, not what it is today. He said the purpose of the proposed plan is
10 to improve what it is today. He expressed support for the Planning Commission's
11 recommendation, and support for a publicly funded approach.

12
13 Mario Schroeder – Mr. Schroeder said he owns a business on Main Street. He said the
14 crosswalks in the proposed plan are welcome to him. He expressed the opinion that the speed
15 limit on Main Street is not conducive to a walking area, and suggested that something as simple
16 as flags or a flashing light would be incredibly effective at the crosswalks. Mr. Schroeder said
17 his building is right on the sidewalk with no offset, and expressed concern that if he ever wants
18 to make a change or improvement, he will be forced to pay. He mentioned that with a past
19 improvement on the property the City promised reimbursement that never occurred.

20
21 Kyle Green – Mr. Green suggested the City use an email chain or reverse phone call to
22 spread information regarding public hearings. He said it seems the property owners and most
23 citizens were not notified of the issue. He pointed out the General Plan was put in place in
24 2007, and the City has changed a lot since then. Main Street is not a destination area. He
25 urged the Council to consider the use of the SMSC. Mr. Green said he is concerned about the
26 rate at which funds are spent, and referred to utility rate increases that have occurred in the last
27 two years.

28
29 Lawrence Wright – Mr. Wright thanked the Planning Commission for the incredible
30 amount of planning done in the last ten years. He said the Commission has done everything
31 the Council has asked. Mr. Wright stated that, as a former Council member, his concern last
32 year was that the vision of the plan was not clearly defined, and said he felt there was a big
33 push to get it passed before the new Council members took office. He encouraged the Council
34 to look not only at the vision, but how it will be funded. He mentioned the City has big
35 infrastructure needs, yet is still paying on UTOPIA, which will get more and more expensive. He
36 suggested the Council needs to keep in perspective what the City is capable of dealing with.

37
38 Brian Knox – Mr. Knox said he is concerned that at some point property owners will have
39 to bear financial burden in excess of what they anticipated. He said a majority of citizens want
40 the city beautified, but it is not right for the beautification to be funded by the property owners.
41 He questioned whether the Council has the fundamental right to impose additional costs on
42 property owners. He suggested the costs anticipated by the property owners should be used as
43 a baseline, with any additional costs born by the citizens of Centerville in general.

44
45 Nancy Smith – Ms. Smith said she would like to see Main Street beautified and have
46 conformity, but said she feels 18 feet in from the curb is excessive and is a taking of property
47 that is not fair or reasonable. She said she feels the concept of only needing to comply in the
48 event of redevelopment breeds deterioration. She said she is in favor of bike lanes, she feels
49 bike lanes are a mute point. She does not agree with planter boxes or colored concrete on the
50 curb – not because of maintenance, but because it would add dead space. Ms. Smith said
51 when she thinks of open space she thinks of elements that soften space. She said she is in

1 favor of benches at bus stops at the expense of UTA, but is not in favor of requiring property
2 owners to pay for benches unless it is required for the entire bus route along Main Street. She
3 expressed the opinion that Main Street does not need to be walkable unless improvements
4 extend from Parrish Lane to Pages Lane. She asked if the Council is considering the same
5 thing for Parrish Lane. She said she does not want Main Street to be walkable if the expense is
6 density.

7
8 Tiffany Reese – Ms. Reese said she likes bike lanes. She grew up in Centerville and
9 walked to the Junior High, and she feels the sidewalks are wide enough as they are. She said
10 she does not think benches would be a wise expense since most people would not sit on
11 benches to watch cars go by. Ms. Reese stated Centerville is a desirable community, and
12 people want to live here. To beautify is good, but she feels the proposed plan is a little
13 excessive. She said she feels the focus should be on Parrish Lane.

14
15 Bruce Smith – Mr. Smith related a lesson he learned several years ago while
16 volunteering at the Whitaker Museum – don't put decoration over functionality. He said the City
17 need not decorate to the extent that functionality is lost. He said the way Main Street is now has
18 withstood the test of time. He said he believes it is functional, it works, and although it could be
19 beautified, he feels it needs to be neat and comely and simple. He suggested the proposed
20 elements would only be nice for about a decade until trends and styles change.

21
22 Ronnie Boutte – Mr. Boutte stated he lives in Layton. He said he feels the proposed
23 plan is myopic, and said the same planners and City Council caused the mess on Parrish Lane
24 in the first place. He said he is concerned about Councilmen Ince and McEwan's tone in the
25 last meeting and this evening, equating himself and his service with the Nazis. Mr. Boutte
26 stated that obviously this Council has disdain for the true safety of the people who transport
27 themselves through the city. He said he believes planters on the side of the road would block
28 the view from the road. He emphasized there are ramifications to what is said in meetings.

29
30 Ms. Romney reminded those in attendance that public comments should be addressed
31 to the City Council, not the audience.

32
33 Bill Erickson – Mr. Erickson stated he coaches the biking teams for the local junior high
34 and high schools. The whole purpose and intent is to provide an opportunity for the youth to get
35 outside and experience a healthy lifestyle. Mr. Erickson said he feels part of that healthy
36 lifestyle is riding bikes in the community and getting around the community in an alternative
37 way. He said he believes it is the Council's job to set the tone, and said he is concerned by
38 some of the Council's comments. He suggested the discussion should not be about whether or
39 not to have bike lanes, but about how to have more bike lanes.

40
41 Tim Hawkes, UT House of Representatives – Representative Hawkes thanked the
42 Council and the Planning Commission for the time they have put into this issue. He said he
43 believes everyone in attendance is concerned about the city and its future. He said he senses
44 commonality from the comments that have been made – that a lack of plan or the wrong plan
45 could undermine those things that are valued by the community. He said there seems to be
46 agreement in wanting good public spaces. Representative Hawkes mentioned that a lot of other
47 cities have tackled this problem and done it well. The most important features seem to be
48 consistent looking sidewalks, trees, and light posts. He commented that the cost of water is
49 going to go up dramatically in the near future, and suggested the Council take that into
50 consideration when planning park strips. Representative Hawkes said he feels it is vitally

1 important to have the businesses on board, and expressed confidence that an effective public
2 space proposal would be supported because it would improve property value.
3

4 Larry Peterson – Mr. Peterson said he is an avid cyclist who moved to Centerville 10
5 years ago. He said that ten years ago he was basically the only cyclist on the road, but now
6 there are a lot of cyclists using the corridor. He commented that the white stripe is critical for
7 separating traffic, and added that he generally does not have any trouble when a white stripe is
8 present. He encouraged the Council not to wait 15-20 years to put down a white stripe.
9

10 Bret Hayman – Mr. Hayman commented that all of the Planning Commission hearings
11 were publicly noticed, and said he does not believe there was any attempt to hide information.
12 He said that citizens need to make an effort to be aware. He said he believes everyone who
13 walks or drives Main Street would agree it is not a pretty place, comparable to inner-city Detroit,
14 and if it is not changed property values will be depressed. Mr. Hayman expressed the opinion
15 that putting in park strips would not be enough. The proposed plan does not have to be
16 adopted as it is, but he said he feels some agreements need to be reached.
17

18 Rick Bingham – Mr. Bingham commented that one thing begets another. He said he
19 would like to see Main Street look better, but feels it would take a lot of money to change the
20 hodgepodge that has grown up over the years. He said his neighborhood has many wonky and
21 hazardous sidewalks that have not been maintained. If planters and benches are added along
22 Main Street they will have to be maintained. Mr. Bingham mentioned that Salt Lake City spent
23 \$5 million putting bike lanes on 300 South, and he has only ever seen two or three bikers use
24 them. He encouraged the Council to spend the funds on fixing what the City already has.
25

26 Gary Pettit – Mr. Pettit stated that words have power. He said he has been a cyclist
27 most of his life, and he is concerned by recent comments made by Councilman Ince. He said
28 the attitude expressed cannot be easily taken out of context. Mr. Pettit said he uses the D&RG
29 and Legacy Parkway Trails because he does not want to get hit. He asked the Council to keep
30 in mind that a car can be weaponized. Flippant remarks can encourage behavior.
31

32 Kevin Samuelson – Mr. Samuelson stated he owns a business on Main Street. He said
33 he knows Councilman Ince to be an honorable man, and added that everyone makes off
34 comments sometimes. He thanked the Council and the Planning Commission for their hard
35 work, and agreed that the SMSC is used to get from one place to another. He said that Main
36 Street could be improved, but all streets could be improved. Mr. Samuelson said he does not
37 feel adequate notice was given, and that the plan was put through quickly by the previous
38 Council, knowing that this Council would not pass it. He said he is not in favor of the proposed
39 plan.
40

41 Dionne Holt – Ms. Holt said she wants Centerville to be beautiful. She said she feels the
42 City has done a horrible job with crosswalks. She said her child was hit while walking her bike
43 across a crosswalk, and she feels crosswalks on both Main Street and 400 West should be
44 improved with signs or lights right away.
45

46 Zach Pinnau – Mr. Pinnau stated that words can be powerful. He said he has a hard
47 time letting go of certain comments when he has almost been driven off the road multiple times
48 while cycling. He said he feels the Council members are in a position of power and should
49 watch what they say. Mr. Pinnau said the roads are scary as a cyclist, and said he is in favor of
50 painted bike lanes. He agreed there are some cyclists that are stupid, but added there are also
51 drivers who do not follow the laws.

1 Garth Heer – Mr. Heer said he likes Main Street and thinks it is beautiful with its variety.
2 He said he does not think the City should spend a lot of money to change it into something it is
3 not. He said he feels the proposed plan is too uniform and sterile. Mr. Heer said he thinks the
4 painted bike lanes sound good in theory, but if drivers and cyclists do not understand how to
5 share the street, money should be spent on education. He suggested that if money is going to
6 be spent on bike lanes, the city needs east/west lanes to connect to the trails on the west side.
7 Mr. Heer added that he thinks the school zones are too short and need to be extended.
8

9 Phil Ellsworth – Mr. Ellsworth thanked the Council and Mayor for their service to the
10 community. He said he does not think the plan needs to be an all-or-nothing deal. He
11 suggested it is a matter of balancing functionality and aesthetics. Many have agreed with the
12 safety concerns with regards to crosswalks and bike lanes. He commented that purpose and
13 need should be considered with the aesthetic side of things. Mr. Ellsworth said he feels 15 feet
14 into private property seems excessive, and he is concerned about the funding. He expressed
15 the opinion that the plan should not be adopted if a solid plan for funding is not in place. He
16 said he is not in favor of getting outside funding or raising taxes for the improvements.
17

18 Mark Gabriel – Mr. Gabriel said he feels there is a double standard going on with the
19 Council. He said he believes it is important to remember charity in all that we do. He thanked
20 the Council for their service. Mr. Gabriel suggested the Council stick to fundamentals – safety
21 and crosswalks. He said there are a lot of repairs and maintenance to take care of before
22 thinking about benches.
23

24 Jennifer Beckstrand – Ms. Beckstrand stated that KSL and Councilwoman Fillmore were
25 not responsible for Councilman Ince's comments. She commented that Centerville has the best
26 looking Walmart in the State because the Planning Commission had a vision and a plan in
27 place. She recommended increasing the level of requirement for the plan from 30% to 50% so
28 that a significant investment is already being made by the property owners. She expressed the
29 opinion that the section of Main Street in question is an eye sore, and will deteriorate further
30 without a plan.
31

32 Tena Allen – Ms. Allen suggested the City send out or deliver notices to those who are
33 directly involved. She said she thinks the proposed plan is a beautiful plan, but she has a
34 problem with the portion that goes onto private property. She said she would love to see a plan
35 that stays in the public right-of-way.
36

37 Steve Allen – Mr. Allen said he thinks the Council should seriously consider dumping the
38 existing zoning code and starting fresh for the SMSC. He said there should be a plan to
39 beautify Main Street consistent from Parrish Lane to Pages Lane, but it should be kept within
40 the right-of-way. He expressed the opinion that continuity would be difficult with property
41 owners developing at different times.
42

43 Loretta Pierce – Ms. Pierce said she lives across from Centerville Junior High. She was
44 contacted to give the Planning Commission input during the process. She said the most
45 important thing is that discussions continue. She said she feels there is room to compromise on
46 a lot of elements. It is apparent the City needs to do something to improve safety, particularly
47 the crosswalks. Her children walk to school, and she said she would like the same care and
48 concern given to her needs as are given to all the other residential areas in the city.
49

50 Lee Skabelund – Mr. Skabelund stated that as a former recreation planner for the Forest
51 Service he has an appreciation for things that look nice. He said his choice to live in Centerville

1 had nothing to do with the appearance of Main Street; his main concern was to avoid the main
2 concentration of population density. He said he feels traditional community values are
3 important, and said he feels the future quality of Main Street will be dependent more on the
4 quality of residents and business owners on Main Street. Mr. Skabelund suggested solid
5 crosswalks and more street lights. He said he thinks the City is becoming a little heavy handed
6 in resorting to ordinances and laws, and said he feels there should be room for diversity and
7 variation.

8
9 Connie Davies – Ms. Davies said she would like to have more sidewalks for better
10 walkability in the city. She said she has sent several emails to the Council with specific
11 suggestions. She moved here because she likes walkability, and she would hope for
12 compromise as discussions continue.

13
14 Brita Johnson – Mr. Johnson said she runs, cycles, and walks with her family on Main
15 Street. She said she believes kids should walk and should feel safe walking. She said she
16 would like to see wider sidewalks. She feels park strips on the west side would be
17 unnecessary. Ms. Johnson said she feels lighting is important, and benches at bus stops would
18 be nice. She said the high speed limit should be reconsidered, and the school zones are too
19 short. She commented that many parents drive their kids short distances to school because
20 they are afraid to let them walk.

21
22 Megan Wells – Ms. Wells said she does not walk that portion of Centerville because it is
23 not safe. The proposed plan would make it safer. She commented that trees are nice, and said
24 she feels the corridor needs to be more accessible to wheelchairs. As a physical therapist, she
25 commented that benches can be helpful for those setting distance goals.

26
27 Mindy Maglson – Ms. Maglson said she supports making Main Street more beautiful, but
28 the city does not need everything in the proposed plan. She said she does not think Main Street
29 needs benches or planters, but she does agree with wider sidewalks. She said the money
30 could be spent fixing up things in need of attention. She commented that Councilman Ince has
31 apologized for his comments and should be forgiven.

32
33 Mark Burhold – Mr. Burhold said he is accustomed to seeing a master plan that is based
34 on more substantive data than he is seeing. He formally requested the Council put the SMSC
35 plan on hold to obtain data regarding traffic count, traffic flow, and a general study of all main
36 thoroughfares in Centerville to avoid pushing traffic to residential streets. He said he has lived
37 in communities where planters and other elements were added, with the result that traffic was
38 shunted to more residential streets.

39
40 Mark Oligschlaeger – Mr. Oligschlaeger is a member of the Centerville Trails Committee.
41 He commented that this has been done well in other cities, and there are things that can be
42 done to beautify the street and bring everyone together in terms of vision and purpose. He said
43 he feels lamp posts can make a difference in the look and feel of the street. He commented that
44 this has been in the works for some time, and it is time for action. Mr. Oligschlaeger said it is
45 not fair to doubt Councilwoman Fillmore's integrity, and he would like to see more courtesy
46 within the city. He said he listened to the previous meetings, and is more concerned about the
47 comments that led up to Councilman Ince's comment used by the media. He expressed
48 concern with respect to misunderstandings of how cyclists use the community. He said he is
49 looking forward to the upcoming Trails Committee and City Council work session.

1 Rob Oakes – Mr. Oakes presented a petition signed by 287 residents of Centerville. He
2 said he has lived in Centerville his whole life, and the city has changed enormously. Fields and
3 meadows are now stores and shops. He said the City needs a comprehensive plan to guide
4 development of the city. Bountiful Main Street is a result of a plan put together 20 years ago.
5 He said he thinks the addition of bike lanes and other elements would transform the area. He
6 said he feels the proposed plan represents a comprehensive vision for the future, and he fully
7 supports the elements in the proposed plan. The petition is attached.
8

9 Kami Layton – Ms. Layton thanked the City Council. She said she works on Main Street
10 in Bountiful and feels some of the elements are a hazard. She said the planter boxes are out
11 too far and the trees are too close together and not maintained. Benches are only needed at
12 bus stops. She said she likes Centerville Main Street the way it is. She said complaints should
13 not be made about properties on Main Street unless complaints are also made about residential
14 yards all over the city that are not kept up. She said she likes some aspects of the proposed
15 plan, and expressed confidence that the Council will be careful with city funds.
16

17 Brian Willey – Mr. Willey commented that Centerville will never be Bountiful or
18 Downtown Disney. He asked what the total cost of the proposed plan would be and how much
19 taxes would be raised. He said if he is going to go to a gathering place, he will go to Farmington
20 Station or Salt Lake. He said he is in favor of improving Main Street safety, but fluff and bells
21 and whistles are unnecessary.
22

23 Robin Gabriel – Ms. Gabriel said she is okay with having a plan, and the foremost
24 reason needs to be safety. She said the best idea she heard is for flashing lights in crosswalks,
25 but they should not be at the expense of individual rights.
26

27 Brooke Holman – Ms. Holman read the petition presented by Mr. Oakes in support of
28 improving Main Street to make it friendly to all users. The petition is attached.
29

30 John Urry – Mr. Urry thanked the Planning Commission for their work, and thanked all
31 five members of the City Council. Mr. Urry said he favors the present plan as a starting point,
32 and said he thinks much of Main Street is very ugly and needs to be improved. He said he feels
33 it is worth putting money into making Main Street more beautiful than it is.
34

35 Sarah Hatch – Ms. Hatch said she bikes on Main Street and has a hard time when she
36 tries to cross Main Street. She said she would love a really awesome crosswalk, ideally east of
37 the library. Ms. Hatch said it would be fun to see more people outside, and agreed that flashing
38 lights for crosswalks are a good idea.
39

40 Bud Hollingshead – Mr. Hollingshead said the SMSC has gotten uglier and uglier over
41 the years. He encouraged this Council to take advantage of the chance to leave a legacy that
42 will be appreciated for many years. He stated they do not need to do everything in the plan, but
43 encouraged them to work on it and improve it, not throw it out. He complimented the efforts to
44 work together.
45

46 Jennifer Turnblom – Ms. Turnblom said she lives on Main Street and is trying to make
47 her property look better, but it takes time and a lot of money. She agreed a plan is needed, but
48 said she wonders how much of a plan is needed. She said she thinks putting bike lanes in
49 would solve some of the safety issues on the sidewalks, but will not be safe unless the speed
50 limit is reduced. She stated the plan does not need to extend to private property, and
51 expressed confidence that property owners will do what they can to improve their properties.

1 Mayor Cutler closed the public hearing at 9:54 p.m. Councilwoman Mecham said the
2 owner of Don's Meats asked her to state he is against the proposed plan. The Mayor
3 encouraged citizens to go to the City website and sign up for regular notices and alerts.
4 Responding to a question asked during the public hearing, Ms. Romney stated the City has a
5 duty to maintain public improvements in the public right-of-way. Private amenities on private
6 property are the responsibility of property owners. She advised keeping public elements within
7 the public right-of-way.

8
9 The Council took a break at 9:59 p.m., returning at 10:21 p.m.

10
11 Mayor Cutler suggested the Council continue to accept written public comment until the
12 next meeting. The Council agreed. In addition to continuing to accept written comments,
13 Councilwoman Fillmore asked the Council to either lay out a process for moving forward, or
14 schedule another work session with the Planning Commission. Mayor Cutler suggested the
15 Council could also invite business owners for a discussion of what would be appropriate. The
16 Mayor said he heard a lot of comments in favor of having a plan.

17
18 Councilwoman Ivie said she measured 18 feet back on properties in the corridor and
19 found that 29 established trees would have to be removed according to the proposed plan. She
20 also commented that Main Street is not flat, which would mean several retaining walls would be
21 necessary. Councilwoman Ivie also said she feels the east and west sides of the street are so
22 different that symmetry is unrealistic. Councilwoman Mecham related the concern of a property
23 owner who has no plans to redevelop, but is concerned that if a neighboring property makes
24 improvements his property will look worse. Councilman Ince said he feels there should be
25 resolution concerning sidewalks and trees before a plan is put in place. The Council is meeting
26 in a work session regarding sidewalks and trees prior to the August 16th Council meeting.

27
28 Councilwoman Fillmore explained the process followed for putting the General Plan for
29 the SMSC in place in 2008, including representation and input from property owners, residents,
30 the Planning Commission, and City Council members. All property owners were invited to
31 participate. The City held an open house with specific invitations sent to any property owners
32 with property touching that portion of Main Street. She said she feels it is important to have that
33 plan in place for protection. The process and gathering of data matters. Councilwoman
34 Fillmore said she wants it to be perfectly clear that she did not contact the media.

35
36 Councilman Ince made a **motion** to continue to receive public comment, written and
37 electronic, until the next Council meeting, and to work with City staff to schedule a work session.
38 Councilman McEwan seconded the motion, which passed by unanimous vote (5-0).

39
40 **DISCUSSION WITH POLICE CHIEF**

41
42 Police Chief Child explained his revised request for a new civilian position in the Police
43 Department. He stated the Department is getting busier and busier, with the patrol division on
44 increasingly more calls, and stress levels continue to rise. He recognized from the City's
45 perspective that money is tight, and hiring an officer is expensive. With the goal of increasing
46 the effectiveness of his officers, he explained his plan for another civilian office staff member
47 that would have the following three main responsibilities: evidence technician; some emergency
48 management; and general support (training); with additional responsibilities as time allows.
49 Mayor Cutler expressed appreciation for the Chief's efforts. Councilman McEwan asked what
50 kind of training would be needed for an evidence custodian. Chief Child responded he would
51 like someone with good education or background in either emergency management or evidence

1 handling, so that training is only necessary in one of those two areas of responsibility. A fair
2 amount of training would be required for evidence custodian. A majority of the Council
3 appeared to be supportive of moving forward with the civilian position proposed by Chief Child.
4

5 Councilman McEwan made a **motion** to authorize the Chief to proceed with hiring a new
6 civilian position for the Police Department. Councilwoman Ivie seconded the motion, which
7 passed by unanimous vote (5-0).
8

9 **SPEED DETECTION SIGNS**

10
11 Chief Child updated the Council regarding speed detection signs that have been placed
12 on 400 West. He said he feels the signs make the biggest impact on traffic in the first week in
13 any location. The Chief reported his support staff feel the speed detection signs are a good
14 investment, and said he likes the ability to collect data. He recommended moving forward with
15 the purchase of another speed detection sign. A majority of the Council indicated support for
16 moving forward with the purchase. Councilman Ince stated he feels there needs to be a
17 discussion about crosswalk safety city-wide. Chief Child responded that Mayor Cutler brought
18 up crosswalk safety with him a month or so ago, and the Police Department took an
19 assessment of all crosswalks. The Department has ordered more signs to be up to minimum
20 standard. Another crosswalk on 400 East at Porter Lane has been requested for the Junior
21 High. Regarding signage on Main Street, Chief Child pointed out that Main Street is a State
22 highway. The Council discussed the use of flags at crosswalks, and Chief Child said he thinks
23 they are a good idea, especially in intersections used by school children. He said he has
24 noticed flags migrate from one side of 400 West to the other at Chase Lane as children walk to
25 school in the morning and then return home in the afternoon. Mayor Cutler said he would be
26 happy to work with the Chief to talk to UDOT about what could be done to improve crosswalks
27 on Main Street.
28

29 **BID AWARD**

30
31 Randy Randall, Public Works Director, explained the request to replace 292 water
32 meters servicing commercial customers to radio-read technology. After this conversion, these
33 meters would be read each month as an employee drives down the street with appropriate
34 equipment in the vehicle – rather than walking and reading each meter individually as currently
35 done. Converting the commercial meters to radio-read will be used as an opportunity to
36 evaluate the cost versus benefit of potentially converting all meters to radio-read in the future.
37 The approved FY 2017 Budget for the Water Fund includes \$45,000 for this project. The radio-
38 read technology has a 20-year battery life guarantee.
39

40 Councilman McEwan made a **motion** to approve the purchase of radio-read equipment
41 for commercial water meters from Mountainland in the amount of \$44,939. Councilman Ince
42 seconded the motion, which passed by unanimous vote (5-0). Mr. Randall said he estimates it
43 will take a year to see a savings in staff time, although the savings in staff time will not recover
44 the cost of the equipment. He estimated converting the entire city would cost \$750,000.
45

MAYOR'S REPORT

- A public hearing is scheduled for August 10th regarding Truth in Taxation for the Fire Service Area.
- The Tour of Utah bike race will come through Centerville on August 5th.

CITY MANAGER'S REPORT

Jake Smith, Assistant to the City Manager, mentioned a change that needs to occur in the Council's work session schedule—switching the topics for the September 6 and October 4 work sessions.

MISCELLANEOUS BUSINESS

The Council discussed the possibility of making the new tree chipper available for citizen use. Ms. Romney commented the tree chipper is dangerous machinery that would require training for use. Mayor Cutler said it would be worth having a conversation with the Parks and Recreation Director and Public Works Directors about possibilities. Councilman Ince made a **motion** to approve the purchase of a Vermeer tree chipper from Vermeer Rocky Mountain in the amount of \$36,329.40. Councilwoman Ivie seconded the motion. Councilwoman Fillmore stated she knows the tree chipper is needed, but hopes the City will also invest in equipment that helps plant trees in the future.

MINUTES REVIEW AND ACCEPTANCE

The minutes of the July 19, 2016 work session and regular Council meeting were reviewed. Councilwoman Fillmore requested an addition, and said she felt a substantive portion of a specific discussion was not represented in the minutes. Councilman McEwan made a **motion** to table approval of the work session minutes and direct the Recording Secretary to prepare a transcript of the discussion mentioned and suggested language. Councilwoman Ivie seconded the motion, which passed by unanimous vote (5-0).

At line 33, page 4 of the July 19 minutes, Mayor Paul Cutler directed Steve Thacker to write an article about bike lanes, cyclists, how they interact, and how drivers should deal with aggressive cyclists. Councilman Bill Ince flippantly commented "like run them off the road?" Councilman McEwan continued the discussion in a different direction.

Councilman Ince requested inserting the following comment in the July 19 City Council meeting minutes, but it was agreed to include it in the August 2 minutes:

[Honestly, I have no recollection of the statement. When the first person came to me complaining about it, I indicated as much. I then attempted to find it on the recording, but could not. However, since then the You-tube video has become available, and I can see my "foopah." and do not deny it. I totally regret the comment, and apologize to anyone who felt it was anything but a "flippant comment." It is by no means a joking matter. I in no way believe or endorse what some people argue was implied. It is my view we need to all be considerate of those around us on the road (cyclists, pedestrians, and cars), even if we think they are violating, what we think is our space or our turn, because the impact of not doing so is so disastrous.]

1 Mayor Cutler stated he sincerely believes the Council members have good intentions,
2 and encouraged everyone to give others the benefit of the doubt and not take offense.
3 Councilwoman Fillmore requested an amendment to the July 19 regular meeting minutes, and
4 made a **motion** to approve the regular meeting minutes as amended. Councilman Ince
5 seconded the motion, which passed by unanimous vote (5-0).
6

7 **ADJOURNMENT AND CLOSED MEETING**
8

9 At 11:29 p.m. Councilman McEwan made a **motion** to adjourn the regular meeting and
10 move to a closed meeting for the annual performance review of the City Manager.
11
12
13
14

15 _____
16 Marsha L. Morrow, City Recorder
17
18
19

Date Approved

20 _____
Katie Rust, Recording Secretary

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No. 3.

Short Title: Summary Action Calendar

Initiated By:

Scheduled Time: 7:30

SUBJECT

- a. Approve Facilities Use Agreements for use of City sports fields
 - 1) Ute Conference, Inc. (youth football league)
 - 2) Ascent Futbol Club
 - 3) South Davis Soccer Association dba FORZA
- b. Terminate warranty for Pastures Phase 1
- c. Approve purchase of a Kubota multi-use tractor and accessories from RMT Equipment in the amount of \$29,216.00

RECOMMENDATION

- a. Approve the Facilities Use Agreements with the Ute Football Conference, Inc, Ascent Futbol Club (formerly BOCA) and South Davis Soccer Association dba FORZA for the use of City sports fields for youth football and youth soccer league games.
- b. Approve termination of warranty period for Pastures Phase 1 development and authorize release of remaining bond (in the form of a Letter of Credit) in the amount of \$46,635.
- c. Approve the purchase of a Kubota multi-use tractor and accessories from RMT Equipment.

BACKGROUND

- a. The attached agreements are nearly identical to the agreements in place with these three organizations for the past several years. The two soccer organizations will have limited use of the Community Park fields during the spring because of the City's own baseball program, but will also use other City parks. The soccer organizations will have more frequent use of the Community Park in the fall, but will be coordinated with the youth football program's use on Saturdays. Bruce Cox, Parks & Recreation Director, recommends approval of these Facilities Use Agreements.
- b. The Pastures Development Phase 1, located at 1275 North and 1250 West, is ready for termination of its warranty period, as recommended by the City Engineer (see attached email).
- c. The FY 2017 Parks budget includes an amount up to \$30,500 for the purchase of a tractor. This tractor will be equipped with a snowblower. The snowblower will be used to clear City owned sidewalks. The tractor can also be equipped with a plow to also clear City owned facilities, including the Legacy Parkway connection along the I-15 overpass. This equipment will be purchased under the State of Utah contract.

ATTACHMENTS:**Description**

- ▢ City Engineer End of Warranty Recommendation
- ▢ Facilities Use Agreement - Ute Conference
- ▢ Facilities Use Agreement - Ascent Futbol Club
- ▢ Facilities Use Agreement - South Davis Soccer Association dba FORZA
- ▢ Kubota multi-use tractor

Marsha Morrow

From: Kevin Campbell <Kevin.Campbell@esieng.com>
Sent: Tuesday, August 09, 2016 1:14 PM
To: Steve Thacker
Cc: Marsha Morrow
Subject: Pastures Phase 1 - End Warranty
Attachments: Bond Reduction #3 (End Warranty)_08-09-16.pdf

Steve,

The attached bond reduction and end of warranty are recommended for The Pastures Phase 1.

Let me know if additional info is needed.

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

FACILITIES USE AGREEMENT

This Agreement is made and entered into as of the _____ day of _____, 2016, by and between Centerville City, a municipal corporation, hereinafter referred to as the "City," and Ute Conference Inc., a Utah non-profit corporation, hereinafter referred to as "User."

WITNESSETH:

WHEREAS, User desires to utilize the playing fields and facilities at the Centerville Community Park for the purpose of operating a youth football league during the football season; and

WHEREAS, the City is willing to permit User to utilize the playing fields and related facilities in accordance with the terms and conditions provided herein; and

WHEREAS, the parties desire to reduce their respective agreements and understanding to writing.

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

1. Term. The term of this Agreement shall run from the date of execution until November 30, 2017, unless sooner terminated as provided herein.

2. Permit. During the term of this Agreement and subject to the conditions and restrictions described herein, the City hereby agrees to permit User to utilize the following facilities on five (6) Saturdays during the dates and time indicated for each calendar year, hereinafter "facilities." An additional Saturday may be added if User is selected to host a playoff round and User provides the City with prior written notice of such a playoff round by August 15th.

Park:	Centerville Community Park
Field(s):	All grass fields
Dates:	Six Saturdays between August 15 and November 15, excluding Labor Day weekend.
Time:	6:00 a.m. - 5:00 p.m.

The Saturdays selected, including any additional Saturday for hosting a playoff round, are subject to approval by the City's Parks and Recreation Director.

3. Restrictions. Except as provided in Section 2 regarding an additional Saturday playoff round, the User shall provide to the City a schedule of all games to be played at the facilities, including any post-season play-off games, prior to August 15 of the subject calendar year. The User shall not be allowed to use the park

facilities on week days or Sundays without permission from the City. Scrimmages and practices are prohibited at all times unless advance permission is obtained from the City. The City understands that football is played in all kinds of weather and will not request cancellation of games due to weather conditions with less than seventy-two (72) hours notification prior to game day. However, the City reserves the right to cancel subsequent use of specific fields if it determines that damage to the fields is so severe that further play would increase the damage beyond an acceptable level, or would be unsafe for use. In these rare instances, the City expects User to find alternative fields or, as an option, User may propose an alternate layout for field locations at the Community Park subject to the City's approval. User may also appeal a decision about field use to the City Manager. The City Manager will respond to the appeal within twenty-four (24) hours of receipt of written appeal.

Only vehicles authorized by the City will be allowed onto the fields or walkways. Snowplowing equipment is prohibited on all fields.

4. Maintenance. The parties hereby acknowledge that the real property comprising the playing fields together with the improvements and fixtures attached thereto are owned by the City. Equipment furnished by the User shall be owned by the User. During the term of this Agreement, maintenance for normal wear and tear of the playing fields and related facilities shall be provided by the City. To the extent known or planned, the City will notify the User prior to July 1 of each subject calendar year of planned maintenance that may interfere with scheduled games.

5. Use Fees. The User agrees to pay to the City the following field use fees:

Unlighted field use:	\$5.00 per game
Pavilion reservation	\$25.00 per day
Lighted field use:	\$25.00 for every two hours of use

Payment of use fees shall be made at the beginning of the season prior to the first scheduled games. No refunds will be made for canceled or non-used reservations or other circumstances unless the City cancels the use of specific fields.

6. Supervision. All persons utilizing the facilities as a result of this Agreement shall be supervised by the User and as necessary by additional responsible adults designated by the User. All such supervisors shall be identified as such upon request to the City's personnel.

7. Regulations. The User and all persons responsible for providing supervision shall obey any reasonable directions or instructions of City personnel and shall comply with all applicable rules and regulations of the City where the same apply to User and User's activities. All employees, supervisors and representatives of the User shall adhere to appropriate safety and legal requirements in operating any equipment, machines or in performing any duties required of the User under this Agreement.

8. Damage and Clean-Up. The User and Users supervisors shall assure that the playing fields and related facilities are used in a safe, prudent and responsible manner and only for their usual and intended purposes. User shall be liable for any damage other than ordinary wear and tear resulting to the City's property and related facilities caused either by the User or the persons for which User is responsible for supervising. The Users supervisors shall be responsible for cleanup after each game and shall leave the property and facilities in a clean and orderly condition. User will not be responsible for cleaning City restrooms.

9. Sponsorship. The User shall not represent or imply that the City in any way sponsors, supports or endorses the activities for which the playing fields and facilities are to be used by User.

10. Improvements and Signage. No improvements or signage shall be constructed or installed by the User on the City's property without the prior written consent of the City. No changes in any existing improvements shall be made unless formal written approval from the City is received after submission of plans and drawings in accordance with City rules and regulations. No storage facilities shall be located on City property without prior written approval from or agreement with the City. No signs shall be constructed or located on the City's property without obtaining a permit from the City.

11. Concessions. The User hereby reserves unto itself the right during the designated Saturdays to operate a concession stand at the park, utilizing the Users own facilities. The User will not use the City's existing concessions building unless a separate agreement is made pertaining to that usage.

12. Restrooms. The City reserves the right to winterize and close restrooms after October 15. User will provide portable restrooms on game days when Park's restrooms are not open. The City agrees to provide User with five (5) days advance notice of its intent to winterize the restrooms so that User may have time to order and arrange for the delivery of portable restrooms.

13. Insurance and Indemnification.

a. Insurance. The User shall provide and maintain during the term of this Agreement, at its own cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operations or performance of the Users program and activities covered by this Agreement with single limit coverage applying to bodily and personal injury liability or property damage of not less than \$2,000,000. This policy shall contain an endorsement listing the City and its officers, employees and representatives as additional insured. User shall obtain and maintain any casualty or other insurance deemed desirable by the User to protect Users equipment and property. The City shall have no liability for loss or damage to any property of the User.

b. Indemnification. User expressly agrees to indemnify, defend and hold the City, its officers, employees and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys fees, arising out of any negligence of the User and its officers, supervisors, agents and representatives in performing any of User's obligations under this Agreement. The City hereby agrees to indemnify, defend and hold the User, its officers, supervisors and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys fees, arising out of any negligence of the City, its officers, employees, agents and representatives in performing any of City's obligations under this Agreement.

14. Non-Exclusive Use. Nothing contained herein shall prevent the City from allowing use of the Park, the playing fields and the related facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the User as permitted herein.

15. Default. The City may take any appropriate legal action necessary to remedy any default by User. In the event of legal action, the defaulting party shall pay all costs and expenses, including reasonable attorney fees incurred by the other party enforcing its rights hereunder, whether incurred through litigation or otherwise.

16. Termination. Either party may terminate this Agreement upon giving sixty (60) days written notice to the other party. The City may immediately terminate this Agreement and the User's permit for a violation of the terms of this Agreement by the User or its agents, supervisors or representatives.

17. Assignment and Amendment. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties hereto. The User shall not assign or transfer any rights under this Agreement without the prior written consent of the City being first obtained.

18. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous agreements, promises, representations or understandings which are not contained herein with respect thereto shall be of any force or effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by and through their duly authorized representatives as of the day and year first hereinabove written.

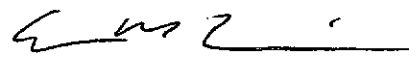
CENTERVILLE CITY

BY _____
Mayor Paul A. Cutler

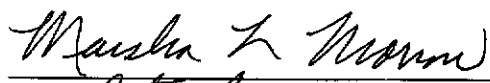
ATTEST:

City Recorder

UTE CONFERENCE INC.

BY: 
ITS: Vicmont Ute Conference President

ATTEST:


Title: City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the ___ day of _____, 2016, personally appeared before me Paul A. Cutler, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Paul A. Cutler acknowledge to me that the City executed the same.

Notary Public

My Commission Expires:

Residing at:

USER ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF Davis)

On the 10 day of August, 2016, personally appeared before me Evan Lewis who being by me duly sworn did say that (s)he is the President of **Ute Conference Inc.**, a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation and duly acknowledged to me that said corporation executed the same.

Marsha L. Morrow
Notary Public

4-5-2020
My Commission Expires:

Centerville
Residing at:



FACILITIES USE AGREEMENT

This Agreement is made and entered into as of the 4 day of Aug, 2016, by and between Centerville City, a municipal corporation, hereinafter referred to as the "City," and the ASCENT Futbol Club, a Utah non-profit corporation, hereinafter referred to as "User."

WITNESSETH:

WHEREAS, User desires to utilize the playing fields and facilities at Centerville parks for the purpose of operating a youth soccer league; and

WHEREAS, the City is willing to permit User to utilize the playing fields and related facilities in accordance with the terms and conditions provided herein; and

WHEREAS, the parties desire to reduce their respective agreements and understanding to writing.

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

1. Term. The term of this Agreement shall run from the date of execution until November 30, 2017, unless sooner terminated as provided herein.

2. Permit. During the term of this Agreement and subject to the conditions and restrictions described herein, the City hereby agrees to permit User to utilize the playing fields and facilities at City parks on dates approved by the City's Parks and Recreation Director.

3. Restrictions. The User shall provide to the City at the beginning of each soccer season a schedule of all games to be played at City parks. Scrimmages and practices are prohibited at all times unless advance permission is obtained from the City. The City reserves the right to cancel use of specific fields if it determines that damage to the fields is so severe that further play would increase the damage beyond an acceptable level, or would be unsafe for use. In these rare instances, the City expects User to find alternate fields or, as an option, User may propose an alternate layout for field locations at City parks subject to the City's approval. User may also appeal a decision about field use to the City Manager. Only vehicles authorized by the City will be allowed onto the fields or walkways. Snowplowing equipment is prohibited on all fields.

4. Maintenance. The parties hereby acknowledge that the real property comprising the playing fields together with the improvements and fixtures attached thereto are owned by the City. Equipment furnished by the User shall be owned by the User. During the term of this Agreement, maintenance for normal wear and tear of the playing fields and related facilities shall be provided by the City. To the extent known or planned, the City will notify the User in advance of planned maintenance that will interfere with scheduled games.

5. Use Fees. The User agrees to pay to the City the following field use fees for the 2016 season:

Unlighted field use:	\$ 5.00 per game (up to two hours)
Lighted field use:	\$25.00 for every two hours of use

The User agrees to pay to the City for the 2016 season the fees set forth in the City Fee Schedule in place at the time the 2016 fees are due to the City. Payment for use of fields shall be made at the beginning of each season prior to the first scheduled games. No refunds will be made for canceled or non-used reservations or other circumstances unless the City cancels the use of specific fields.

6. Supervision. All persons utilizing the facilities as a result of this Agreement shall be supervised by the User and as necessary by additional responsible adults designated by the User. All such supervisors shall be identified as such upon request to the City's personnel.

7. Regulations. The User and all persons responsible for providing supervision shall obey any reasonable directions or instructions of City personnel and shall comply with all applicable rules and regulations of the City where the same apply to User and User's activities. All employees, supervisors and representatives of the User shall adhere to appropriate safety and legal requirements in operating any equipment, machines or in performing any duties required of the User under this Agreement.

8. Damage and Clean-Up. The User and User's supervisors shall assure that the playing fields and related facilities are used in a safe, prudent and responsible manner and only for their usual and intended purposes. User shall be liable for any damage other than ordinary wear and tear resulting to the City's property and related facilities caused either by the User or the persons for which User is responsible for supervising. The User's supervisors shall be responsible for cleanup after each game and shall leave the property and facilities in a clean and orderly condition.

9. Sponsorship. The User shall not represent or imply that the City in any way sponsors, supports or endorses the activities for which the playing fields and facilities are to be used by User.

10. Improvements and Signage. No improvements or signage shall be constructed or installed by the User on the City's property without the prior written consent of the City. No changes in any existing improvements shall be made unless formal written approval from the City is received after submission of plans and drawings in accordance with City rules and regulations. No storage facilities shall be located on City property. No signs shall be constructed or located on the City's property without obtaining a permit from the City.

11. Concessions. The City reserves all rights to operate concessions during soccer games, unless otherwise agreed to by separate agreement or by amendment to this Agreement.

12. Insurance and Indemnification.

a. Insurance. The User shall provide and maintain during the term of this Agreement, at its own cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operations or performance of the User's program and activities covered by this Agreement with single limit coverage applying to bodily and personal injury liability or property damage of not less than \$2,000,000. This policy shall contain an endorsement listing the City and its officers, employees and representatives as additional insureds. User shall obtain and maintain any casualty or other insurance deemed desirable by the User to protect User's equipment and property. The City shall have no liability for loss or damage to any property of the User.

b. Indemnification. User expressly agrees to indemnify, defend and hold the City, its officers, employees and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys fees, arising out of any negligence of the User and its officers, supervisors, agents and representatives in performing any of User's obligations under this Agreement. The City hereby agrees to indemnify, defend and hold the User, its officers, supervisors and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys fees, arising out of any negligence of the City, its officers, employees, agents and representatives in performing any of City's obligations under this Agreement.

13. Non-Exclusive Use. Nothing contained herein shall prevent the City from allowing use of the Park, the playing fields and the related facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the User as permitted herein.

14. Default. The City may take any appropriate legal action necessary to remedy any default by User. In the event of legal action, the defaulting party shall pay all costs and expenses, including reasonable attorney fees incurred by the other party enforcing its rights hereunder, whether incurred through litigation or otherwise.

15. Termination. Either party may terminate this Agreement upon giving sixty (60) days written notice to the other party. The City may immediately terminate this Agreement and the User's permit for a violation of the terms of this Agreement by the User or its agents, supervisors or representatives.

16. Assignment and Amendment. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties hereto. The User shall not assign or transfer any rights under this Agreement without the prior written consent of the City being first obtained.

17. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous agreements, promises, representations or understandings which are not contained herein with respect thereto shall be of any force or effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by and through their duly authorized representatives as of the day and year first hereinabove written.

CENTERVILLE CITY

BY: _____
Paul A. Cutler, Mayor

ATTEST:

City Recorder

BOCA FUTBOL CLUB

BY: BOHR
ITS: General Manager

ATTEST:

Margaret L. Morrison
(Title) City Recorder

CITY ACKNOWLEDGMENT

STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

On the ____ day of _____, 2016, personally appeared before me Paul A. Cutler, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Ronald G. Russell acknowledge to me that the City executed the same.

Notary Public

My Commission Expires: _____

Residing at: _____

USER ACKNOWLEDGMENT

STATE OF UTAH)
) : ss.
COUNTY OF Davis)

On the 4 day of August, 2016, personally appeared before me Brian Holman who being by me duly sworn did say that (s)he is the General Manager of the **BOCA Futbol Club**, a Utah non-profit corporation, and that the within and foregoing instrument was signed on behalf of said corporation and duly acknowledged to me that said corporation executed the same.



Jeannine R Teel
Notary Public

My Commission Expires: _____

Residing at: _____

June 7, 2020

Centerville City

FACILITIES USE AGREEMENT

This Agreement is made and entered into as of the ____ day of _____, 2016, by and between Centerville City, a municipal corporation, hereinafter referred to as the "City," and the South Davis Soccer Association, a Utah non-profit corporation, dba FORZA, hereinafter referred to as "User."

WITNESSETH:

WHEREAS, User desires to utilize the playing fields and facilities at Centerville parks for the purpose of operating a youth soccer league; and

WHEREAS, the City is willing to permit User to utilize the playing fields and related facilities in accordance with the terms and conditions provided herein; and

WHEREAS, the parties desire to reduce their respective agreements and understanding to writing.

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

1. Term. The term of this Agreement shall run from the date of execution until November 30, 2017, unless sooner terminated as provided herein.

2. Permit. During the term of this Agreement and subject to the conditions and restrictions described herein, the City hereby agrees to permit User to utilize the playing fields and facilities at City parks on dates approved by the City's Parks and Recreation Director.

3. Restrictions. The User shall provide to the City at the beginning of each soccer season a schedule of all games to be played at City parks. Scrimmages and practices are prohibited at all times unless advance permission is obtained from the City. The City reserves the right to cancel use of specific fields if it determines that damage to the fields is so severe that further play would increase the damage beyond an acceptable level, or would be unsafe for use. In these rare instances, the City expects User to find alternate fields or, as an option, User may propose an alternate layout for field locations at City parks subject to the City's approval. User may also appeal a decision about field use to the City Manager. Only vehicles authorized by the City will be allowed onto the fields or walkways. Snowplowing equipment is prohibited on all fields.

4. Maintenance. The parties hereby acknowledge that the real property comprising the playing fields together with the improvements and fixtures attached thereto are owned by the City. Equipment furnished by the User shall be owned by the User. During the term of this Agreement, maintenance for normal wear and tear of the playing fields and related facilities shall be provided by the City. To the extent known or planned, the City will notify the User in advance of planned maintenance that will interfere with scheduled games.

5. Use Fees. The User agrees to pay to the City the following field use fees for the 2014 season:

Unlighted field use:	\$ 5.00 per game (up to two hours)
Lighted field use:	\$25.00 for every two hours of use

The User agrees to pay to the City for the 2015 season the fees set forth in the City Fee Schedule in place at the time the 2016 fees are due to the City. Payment for use of fields shall be made at the beginning of each season prior to the first scheduled games. No refunds will be made for canceled or non-used reservations or other circumstances unless the City cancels the use of specific fields.

6. Supervision. All persons utilizing the facilities as a result of this Agreement shall be supervised by the User and as necessary by additional responsible adults designated by the User. All such supervisors shall be identified as such upon request to the City's personnel.

7. Regulations. The User and all persons responsible for providing supervision shall obey any reasonable directions or instructions of City personnel and shall comply with all applicable rules and regulations of the City where the same apply to User and User's activities. All employees, supervisors and representatives of the User shall adhere to appropriate safety and legal requirements in operating any equipment, machines or in performing any duties required of the User under this Agreement.

8. Damage and Clean-Up. The User and User's supervisors shall assure that the playing fields and related facilities are used in a safe, prudent and responsible manner and only for their usual and intended purposes. User shall be liable for any damage other than ordinary wear and tear resulting to the City's property and related facilities caused either by the User or the persons for which User is responsible for supervising. The User's supervisors shall be responsible for cleanup after each game and shall leave the property and facilities in a clean and orderly condition.

9. Sponsorship. The User shall not represent or imply that the City in any way sponsors, supports or endorses the activities for which the playing fields and facilities are to be used by User.

10. Improvements and Signage. No improvements or signage shall be constructed or installed by the User on the City's property without the prior written consent of the City. No changes in any existing improvements shall be made unless formal written approval from the City is received after submission of plans and drawings in accordance with City rules and regulations. No storage facilities shall be located on City property. No signs shall be constructed or located on the City's property without obtaining a permit from the City.

11. Concessions. The City reserves all rights to operate concessions during soccer games, unless otherwise agreed to by separate agreement or by amendment to this Agreement.

12. Insurance and Indemnification.

a. Insurance. The User shall provide and maintain during the term of this Agreement, at its own cost and expense, comprehensive general liability insurance coverage to insure against all claims which arise from operations or performance of the User's program and activities covered by this Agreement with single limit coverage applying to bodily and personal injury liability or property damage of not less than \$2,000,000. This policy shall contain an endorsement listing the City and its officers, employees and representatives as additional insureds. User shall obtain and maintain any casualty or other insurance deemed desirable by the User to protect User's equipment and property. The City shall have no liability for loss or damage to any property of the User.

b. Indemnification. User expressly agrees to indemnify, defend and hold the City, its officers, employees and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys fees, arising out of any negligence of the User and its officers, supervisors, agents and representatives in performing any of User's obligations under this Agreement. The City hereby agrees to indemnify, defend and hold the User, its officers, supervisors and representatives free and harmless from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys fees, arising out of any negligence of the City, its officers, employees, agents and representatives in performing any of City's obligations under this Agreement.

13. Non-Exclusive Use. Nothing contained herein shall prevent the City from allowing use of the Park, the playing fields and the related facilities by others as determined by the City, provided that such use shall not unreasonably interfere with the use thereof by the User as permitted herein.

14. Default. The City may take any appropriate legal action necessary to remedy any default by User. In the event of legal action, the defaulting party shall pay all costs and expenses, including reasonable attorney fees incurred by the other party enforcing its rights hereunder, whether incurred through litigation or otherwise.

15. Termination. Either party may terminate this Agreement upon giving sixty (60) days written notice to the other party. The City may immediately terminate this Agreement and the User's permit for a violation of the terms of this Agreement by the User or its agents, supervisors or representatives.

16. Assignment and Amendment. No amendment or modification of this Agreement shall be of any force or effect unless set forth in writing and signed by the parties hereto. The User shall not assign or transfer any rights under this Agreement without the prior written consent of the City being first obtained.

17. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous agreements, promises, representations or understandings which are not contained herein with respect thereto shall be of any force or effect.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by and through their duly authorized representatives as of the day and year first hereinabove written.

CENTERVILLE CITY

BY: _____
Paul A. Cutler, Mayor

ATTEST:

City Recorder

**SOUTH DAVIS SOCCER ASSOCIATION
dba FORZA**

BY: Christa Brown
ITS: Tournament Director

ATTEST:

Marilyn L. Morrison
(Title) City Recorder

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

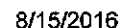
Residing at:

STATE OF UTAH)
COUNTY OF Davis) : ss.

Muske L. Wilson
Notary Public

4-5-2020

Centerville





PROPOSAL

Centerville City
Centerville, UT
Attn: Bruce Cox
bcox@centervilleut.com

March 20, 2016

Qty	Description	MSRP	State Contract Price
1	Ventrac 3400Y multi-use tractor complete with 22hp liquid-cooled Kubota diesel engine, all-weather cab, strobe beacon light, directional defrost fan, console mount heater, LX423 snow blower w/ front switch and plug kit and 12V actuator	\$28,254.00	\$24,580.00
1	KV552 V-blade for Ventrac 3400Y	\$2,565.00	\$2,231.00
1	LB540 rotary broom for Ventrac 3400Y	\$2,765.00	\$2,405.00
1	LC150 stump grinder for Ventrac 3400Y	\$2,745.00	\$2,388.00

Prices are from Utah State Contract #MA2180 and include set-up and delivery.

Please call with any questions.

Thank you,

Travis M. Hitt
Territory Sales Manager
RMT Equipment
(801) 633-2598

By signing and returning this proposal Centerville City agrees to the terms listed on this proposal and places the selected equipment on order with RMT Equipment and accepts responsibility for any costs associated with cancellation charges that could be incurred.

W. Bane
Signing officer- Title Parks & Rec. Dir.

6/15/16
Date

4225 South 500 West - Salt Lake City, Utah 84123 - ph. 801.261.2100 - fax 801.262.9740

SLC - Boise - Hammett - Lewiston - Portland - Chehalis

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No. 4.

Short Title: Public Hearing - Transfer of Real Property to South Davis Metro Fire Service Area - Fire Station No. 83

Initiated By:

Scheduled Time: 7:30

SUBJECT

Consider transfer of approximately 0.74 acres of real property for Fire Station No. 83 located at 125 South Main Street to the South Davis Metro Fire Service Area - Parcel Nos. 02-102-0012 and 02-102-0013

RECOMMENDATION

Hold a public hearing regarding the proposed transfer of real property in accordance with Section 3-06-040 of the Centerville Municipal Code. Thereafter, approve the transfer of approximately 0.74 acres of real property for Fire Station No. 83 located at 125 South Main Street to the South Davis Metro Fire Service Area in accordance with applicable provisions of the Fire Station Lease Agreement and the Interlocal Agreement for Fire Services. Authorize the Mayor to sign the Special Warranty Deed transferring the property to the South Davis Metro Fire Service Area.

BACKGROUND

The cities of Bountiful, Centerville, North Salt Lake, West Bountiful, Woods Cross, and Davis County have recently created the South Davis Metro Fire Service Area (SDMFSA) which entity assumes all responsibilities, employees, and functions of the previously existing interlocal entity known as the South Davis Metro Fire Agency. As part of the creation of the SDMFSA, Centerville City has entered into an Interlocal Agreement with SDMFSA and the other entities for the provision of fire suppression and emergency medical services to be provided by SDMFSA. In accordance with Section 12 of the Interlocal Agreement, Centerville City is obligated to transfer ownership of the land owned by Centerville City for Fire Station No. 83 located at approximately 125 South Main Street to SDMFSA no later than September 1, 2016. This obligation of the City to transfer ownership of the land for Fire Station No. 83 is consistent with the current obligation of the City to transfer such land under the existing Lease Agreement entered into by the City and the South Davis Metro Fire Agency. Section 7 of the Lease Agreement provides that the City will transfer all right, title and interest in the real property improvements for Fire Station No. 83 to the successor special district of the South Davis Metro Fire Agency within 60 days of commencement of operations as a special district. Based on these prior arrangements and contractual obligations, Staff recommends the City Council approve the transfer of the land to SDMFSA and authorize the Mayor to sign and execute a special warranty deed transferring the land. Prior to action on this matter, the City Council should hold a public hearing in accordance with CMC 3-06-040 allowing public comment on the proposed disposition of real property. Notice of this public hearing and the proposed disposition of real property has been provided by newspaper publication at least 14 days prior to the hearing. Copies of the 2005 Lease Agreement and the 2016 Interlocal Agreement are attached, as well as a copy of the proposed Special Warranty Deed.

ATTACHMENTS:

Description

- ▢ Fire Station Lease Agreement
- ▢ Interlocal Agreement for Fire Suppression Services
- ▢ Special Warranty Deed

LEASE

This Lease is made and entered into as of the 14th day of September, 2005, by and between CENTERVILLE CITY, a municipality and political subdivision of the State of Utah (hereinafter referred to as "*Landlord*"), and SOUTH DAVIS METRO FIRE AGENCY, a separate legal entity created under the authority of Utah Code Ann. §11-13-101 *et seq.* (hereinafter referred to as "*Tenant*").

WITNESSETH:

In consideration of the mutual undertakings, covenants and agreements herein made, Landlord demises, leases and lets to Tenant the real property commonly known as Station No. 83 of the South Davis Metro Fire Agency, located at 125 South Main Street, Centerville, Utah, as more particularly described in *Exhibit A* hereto (the "*Premises*").

(1) ***Term of Lease.*** This Agreement shall be for a term of fifty (50) years.

(2) ***Limitations on Tenant's Use of Premises.*** The rights of Tenant to use the Premises shall be limited to the operation of what is commonly referred to as Station No. 83 of the South Davis Metro Fire Agency for fire protection and related purposes as set forth in that certain Interlocal Agreement, most recently adopted on October 1, 2004 and any subsequent amendments thereto.

(3) ***Rent.*** Tenant shall pay to Landlord as Rent for the Premises the sum of One Dollar (\$1.00) per year. All costs, expenses, taxes and obligations of every kind relating to the Premises, which may properly arise or become due during the term hereof, shall be paid by Tenant as additional rent hereunder and Tenant shall indemnify Landlord therefor.

(4) ***Premises Accepted As Is.*** Tenant has inspected the Premises, is satisfied with the condition thereof and accepts the Premises in an "as is" condition. Tenant acknowledges that the Premises are adequate for Tenant's use and acknowledges that Landlord has made no

representations as to the square footage or acreage of the premises. Possession, risk of loss and responsibility for the Premises shall be vested in Tenant on the date of commencement of the term of this Lease.

(5) *Maintenance and Landscaping.* Tenant agrees that it will, at its sole expense, at all times during the term of this Lease, maintain the Premises and all improvements situated thereon, in as good order and repair as when possession was first delivered to Tenant, and to return the same in such condition to Landlord upon termination of this Lease. The Tenant shall be responsible for maintenance of landscaping, parking lots and snow removal, and shall be free to enter into contractual arrangements with the City or other entities to provide such services.

(6) *Improvements to Premises.* Upon thirty (30) days advance written notice, Tenant shall have the right to make such alterations, improvements and to construct such structures on the Premises as shall be reasonably necessary or appropriate for Tenant's use thereof, provided that no alteration, addition or improvement to the Leased Premises at a cost of \$20,000 or more shall be made without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any alterations, additions, structure or improvement made by Tenant upon the Premises shall become the property of Landlord upon the expiration or earlier termination of this Lease.

Any services rendered or materials furnished by contractors or subcontractors in connection with the construction of any improvements or structures upon the Premises, shall be deemed to have been completed solely at the request of Tenant. Landlord shall not be deemed to be a third party beneficiary or an express or implied party to any contract for the performance of such services, nor shall Tenant be deemed to be an agent of Landlord for the purpose of contracting for any such services. Tenant shall require that any contractor hired for the purpose of performing services exceeding the statutory amounts stated in Utah Code Ann. §14-1-18, *et seq.*, and §63-5-38 furnish one or more bonds as required therein.

Centerville Lease

(7) **Transfer of Title to Real Property and Improvements.** Landlord will, upon terms and conditions acceptable to Landlord, transfer all right, title and interest in the real property and improvements as described in the real property and improvements as described in *Exhibit A* to the successor special district of Tenant within sixty (60) days of Tenant commencing operations as a special district and ceasing to be an interlocal cooperative entity created by agreement.

(8) **Insurance.** Tenant shall, during the entire term of this Lease, at Tenant's sole cost and expense, but for the mutual benefit of Landlord and Tenant, maintain insurance in amounts either as required by law or by the governing board of the South Davis Metro Fire Agency in order to provide protection for its operations including, but not limited to: fire and extended coverage insurance for all improvements to the real property; comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the entire Premises from an insurer acceptable to Landlord; and Worker's Compensation Insurance. All such policies shall name Landlord and Tenant as insureds as their interests appear and such policies shall require that the insurer waive subrogation claims it may have against the insureds. All comprehensive general liability policies and other casualty policies shall be written as primary policies, not contributing with and in excess of coverage which Landlord and any other insured party may carry.

(9) **Assumption of Risk.** Tenant assumes full risk of damage to Personal Property, fixtures, rolling stock, equipment, tools, improvements, stock, goods, wares or merchandise that it may have or use in, on or about the Premises resulting from any event regardless of cause or origin. Landlord shall not be liable to Tenant or anyone claiming by, through or under Tenant, including Tenant's insurance carriers for any such loss or damage. Landlord shall not be liable to the insurance carrier for damages insured against either directly or by way of subrogation.

(10) **Indemnification.** Tenant will indemnify, defend and hold Landlord harmless from and against all claims, actions, damages, liabilities and expenses in connection with the loss of life,

Centerville Lease

personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or as a result of the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, lessees or concessionaires.

(11) *Nature of Relationship of Parties.* Except as may be provided by interlocal agreements, Landlord shall not be construed or held to be an employer, partner, associate or agent of Tenant in the conduct of business of Tenant upon the Premises or elsewhere. It is expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain and be that of Landlord and Tenant, and the relationship between Landlord and Tenant shall not in any way be construed as a joint venture or joint enterprise.

(12) *No Assignment.* Tenant shall not have the right to sell, assign, transfer or sublet this Lease or any portion of the Premises or Tenant's rights under this Lease or any interest herein without having first received the prior written approval of Landlord which shall not be unreasonably withheld. Any attempt by Tenant to assign this Lease or to sublet the Premises or any portion thereof, without having first received the prior written consent of Landlord, shall be void, shall constitute an event of default hereunder and shall transfer no rights to the assignee.

(13) *Utility Costs.* Landlord shall not be obligated to furnish any facilities or services of any kind to Tenant or the Premises. Tenant shall pay all charges for electricity, telephone, sewer and culinary water and all other utilities or services used by, rendered or supplied to Tenant upon or in connection with the Premises and shall indemnify Landlord against any liability or damages on account thereof.

(14) *Personnel.* Tenant, at Tenant's sole cost, shall be responsible for hiring all employees that Tenant deems necessary or desirable to further the conduct of Tenant's business upon the Premises. Any employees so hired shall be deemed to be the sole employees of Tenant,

and not Landlord, and Tenant shall pay all employee costs, including salaries, fringe benefits, unemployment insurance, FICA and federal and state withholding taxes.

(15) *Tenant's Obligations.* Without limitation, Tenant shall perform at its sole expense the following duties and responsibilities in a professional and competent manner:

(a) Tenant shall pay all obligations and debts incurred in the conduct of Tenant's business upon the Premises.

(b) Tenant shall pay all taxes including employee withholding taxes, personal property taxes and all other franchise and operational taxes associated with the operation of Tenant's business on the Premises.

(16) *Warranties of Landlord.* Landlord warrants:

(a) That it has sufficient authority to lease the Premises to Tenant in accordance with the terms hereof.

(b) The representative of Landlord that is designated as signatory hereto has been duly authorized to execute this Agreement and to bind Landlord to the terms hereof.

(c) Landlord is capable of performing its responsibilities hereunder.

(17) *Warranties of Tenant.* Tenant warrants that:

(a) It has sufficient financial resources and established capabilities so as to fully comply with the obligations of this Agreement.

(b) The person designated to sign this Lease as a representative of Tenant has been duly authorized to execute this Lease on behalf of Tenant and to bind Tenant to the performance of the obligations stated herein.

(18) *Provisions in the Event of Withdrawal From Interlocal Agreement.* In the event of the termination or dissolution of the South Davis Metro Fire Agency, or the withdrawal of Centerville City from the South Davis Metro Fire Agency, either Landlord or Tenant, upon one

year prior written notice to the other, shall have the right to terminate this Lease and pursue any and all other remedies available at law or in equity.

(19) **Default.** The occurrence of any of the following shall constitute an event of default:

(a) Failure to pay rent or any other amount payable by Tenant under this Lease when due or within thirty (30) days thereafter.

(b) Delinquency by Tenant in the performance or compliance with any of the terms, covenants or agreements to be performed under this Lease, other than those described in the foregoing paragraph (a), upon the expiration of thirty (30) days from the date Landlord gives written notice to Tenant of such delinquency.

(c) Abandonment, vacating or desertion of the Leased Premises.

(d) Assignment or encumbrance of this Lease or subletting of the Leased Premises other than in accordance with the terms of this Lease.

(e) Tenant's failure to operate the Premises as required hereunder.

(20) **Remedies Upon Default.** Upon default, Landlord, after thirty (30) days prior written notice to Tenant, shall have the right to terminate this Lease and pursue any and all other remedies available at law or in equity.

(21) **Early Termination.** Notwithstanding the term of this Lease provided for above, either party may terminate this Lease upon written notice given to the other party one year prior to the date of termination.

(22) **Recovery of Attorneys' Fees.** In the event an action is commenced by either of the parties hereto seeking to enforce any of the rights or obligations created hereunder, in addition to such other amounts as may be awarded by a court of competent jurisdiction in the State of Utah, the prevailing party in any such action shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

(23) **Entire Agreement.** This document contains the full and complete agreement of the parties hereto. This Agreement can only be amended or modified by written addendum signed by an authorized representative of each party hereto.

DATED this 14th day of September, 2005.

LANDLORD:

CENTERVILLE CITY

By

Mayor

TENANT:

SOUTH DAVIS METRO FIRE AGENCY

By

By

APPROVED AS TO FORM PURSUANT TO
Utah Code Ann. § 11-13-202.5

ATTEST:

City Recorder

Attorney for Tenant

EXHIBIT A

PROPERTY DESCRIPTION

All of Lot 3, Block 21, Plat "A", Centerville Townsite Survey in the City of Centerville.

Contains .75 acre more or less.

RESOLUTION NO. 2016-06

A RESOLUTION OF THE CENTERVILLE CITY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT RELATED TO THE PROVISION OF FIRE SUPPRESSION AND EMERGENCY MEDICAL SERVICE BETWEEN CENTERVILLE CITY ("CENTERVILLE") AND SOUTH DAVIS METRO FIRE SERVICE AREA ("SDMFSA"), A LOCAL DISTRICT AND SERVICE AREA, DAVIS COUNTY ("COUNTY"), A BODY CORPORATE AND POLITIC OF THE STATE OF UTAH, BOUNTIFUL CITY ("BOUNTIFUL"), NORTH SALT LAKE CITY ("NORTH SALT LAKE"), WEST BOUNTIFUL CITY ("WEST BOUNTIFUL"), WOODS CROSS CITY ("WOODS CROSS"), ALL MUNICIPAL CORPORATIONS AND POLITICAL SUBDIVISIONS OF THE STATE OF UTAH, COLLECTIVELY REFERRED TO AS THE "PARTIES"

WHEREAS, the Parties have collectively created SDMFSA to provide emergency response, paramedic, emergency medical services and fire prevention and suppression services within all or part of the territorial boundaries of the individual governmental entities creating SDMFSA (collectively referred to as the "Members");

WHEREAS, the operations of SDMFSA will be supported through ad valorem tax levies, impact fees, revenues generated by SDMFSA, assessments to the Members, and other revenues authorized by law; and

WHEREAS, the Parties desire to establish by interlocal agreement the financing practices of SDMFSA and the assessment formula that will be used for Member assessments.

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

Section 1. Agreement Approved. The City Council of Centerville City hereby accepts and approves the Interlocal Cooperation Agreement between Centerville City and the "Parties" regarding the provision of fire suppression and emergency medical services as more particularly set forth in Exhibit A, attached hereto and incorporated by reference.

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, THIS 16TH DAY OF FEBRUARY, 2016.

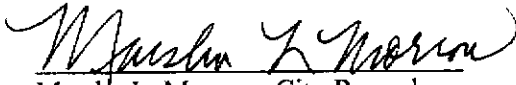
CENTERVILLE CITY

By:



Mayor Paul A. Cutler

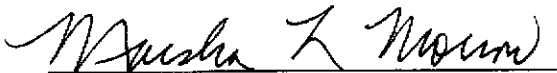
ATTEST:



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, 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

DATED:

2-18-16

EFFECTIVE DATE: 18 day of Feb, 2016.

INTERLOCAL AGREEMENT RELATED TO THE PROVISION OF FIRE SUPPRESSION
AND EMERGENCY MEDICAL SERVICE

This Agreement is made and entered into as of the 1st day of July, 2016 by and between SOUTH DAVIS METRO FIRE SERVICE AREA ("SDMFSA"), a local district and service area, DAVIS COUNTY ("COUNTY"), a body corporate and politic of the State of Utah, BOUNTIFUL CITY ("BOUNTIFUL"), CENTERVILLE CITY ("CENTERVILLE"), NORTH SALT LAKE CITY ("NORTH SALT LAKE"), WEST BOUNTIFUL CITY ("WEST BOUNTIFUL"), WOODS CROSS CITY ("WOODS CROSS"), all municipal corporations and political subdivisions of the State of Utah, collectively referred to as the "Parties"

WHEREAS, the Parties have collectively created SDMFSA to provide emergency response, paramedic, emergency medical services and fire prevention and suppression services within all or part of the territorial boundaries of the individual governmental entities creating SDMFSA (collectively referred to as the "Members");

WHEREAS, the operations of SDMFSA will be supported through ad valorem tax levies, impact fees, revenues generated by SDMFSA, assessments to the Members, and other revenues authorized by law; and

WHEREAS, the Parties desire to establish by interlocal agreement the financing practices of SDMFSA and the assessment formula that will be used for Member assessments.

NOW THEREFORE, the Parties hereby enter into this interlocal agreement (the "Agreement" or the "Assessment Agreement") establishing the financial practices and policies of SDMFSA and the assessment formula that will be utilized by the Board of Trustees of SDMFSA in establishing Member assessments.

1. TERM. This Agreement shall be effective as of the date first above written and shall continue into effect for a period of fifty (50) years or until the total costs of SDMFSA are supported by revenues other than assessments, at which time the Agreement may be terminated, by the Parties.

2. NO SEPARATE LEGAL ENTITY CREATED. By entering into this Agreement, the Parties do not create a separate legal entity.

3. GOVERNANCE. This Agreement shall be administered by the Board of Trustees of SDMFSA (the "Board") and as provided herein, the Chief Administrative and Executive Officer ("CAO") as they are constituted from time to time.

4. CAPITAL FACILITIES AND EQUIPMENT/BONDED INDEBTEDNESS. It is the intent of the parties that the current and future cost of acquisition, construction, equipping and

remodeling of SDMFSA fire facilities and the acquisition and equipping of SDMFSA heavy apparatus be financed, when possible, from the proceeds received from SDMFSA imposed impact fees and revenue received from the imposition of ad valorem taxes. When those revenue sources are insufficient to finance the acquisition cost or service the debt for such facilities and/or equipment, it is the intent of the Parties that the Board shall first utilize existing fund balance to the extent that such transfer does not jeopardize the bond rating or the financial security of SDMFSA. If all such revenues are insufficient to pay the acquisition cost or service the debt for capital facilities and equipment, it is the intent of the Members that their duly appointed Trustees shall include the annual shortfall in the Member assessments issued pursuant to this Agreement. If fund balance reserves or assessments are used to cover such a shortfall, it is the intent of the Members that their duly appointed Trustees shall consider an increase in the SDMFSA ad valorem tax rate in the following fiscal year to generate the amount necessary to replenish the SDMFSA fund balance for the amount transferred and the amount included in the Member assessments.

5. 2006 AMBULANCE SERVICE REVENUE BONDS. The Parties acknowledge and agree that Bountiful prepaid its proportionate share of initial capital improvements, and is relieved of any present and future obligation for payment of debt service on the 2006 AMBULANCE SERVICE REVENUE BONDS (the "Bonds"). In the event that SDMFSA levies ad valorem taxes for the payment of debt service on the Bonds, Bountiful shall be entitled to a credit against any assessment levied pursuant to this Agreement for the amount of revenue received by SDMFSA from the assessed valuation of real and personal property located in Bountiful and motor vehicle fees based on Bountiful's assessed valuation. The ad valorem and motor vehicle revenue attributable to Bountiful shall be calculated in accordance with Tax Commission procedures applicable to the calculation of certified tax rates and distribution of motor vehicle revenues. If any other Party to this Agreement elects to prepay its portion of the 2006 Ambulance Service Revenue Bonds, that Party shall also be entitled to a credit in its assessment against ad valorem taxes levied upon property within its area calculated and applied in the same manner as set forth above for the Bountiful credit.

6. DEBT SERVICE RECONCILIATION. The parties acknowledge that ad valorem taxes or Member assessments may be used to retire that portion of the Bonds determined at the time of the issuance of the Bonds to be paid by impact fee collections. Said ad valorem taxes or Member assessments shall be considered payments in lieu of impact fees until said fees are collected. Upon retirement of the Bonds should any unspent debt service revenues remain, and no Member assessments for debt service have been imposed, the excess revenues shall be utilized by the Board of SDMFSA to reduce ongoing Member assessments for operations or future capital needs. If Member assessments have been imposed to offset shortfalls in impact fee collections such assessments shall be considered as advances on future impact fee collections subject to repayment. Impact fees remaining upon retirement of the Bonds shall be reimbursed to each Member in the same proportion as the Member's debt service assessments bears to the total of such assessments. In no event shall a Member be entitled to a reimbursement greater than the impact fees collected within the boundaries of that Member.

7. CALCULATION OF ASSESSMENTS. Unless utilized to fund shortfalls in capital facility and equipment acquisition costs or debt service related thereto, assessments shall be

imposed solely for the payment of operational costs of SDMFSa. "Operational Costs" as used in this Agreement shall include the customary costs associated with the daily operations of SDMFSa and the cost of light fleet replacement including contributions into a light vehicle replacement fund. Assessments, including amounts necessary to fund shortfalls in capital facilities and equipment costs, shall be imposed by the Board as part of the annual budget process and shall, as part of that process, be subject to review and recommendation by the Administrative Committee established by the Board. The total revenue to be raised by the imposition of assessments shall be included in the budget and apportioned to the Members proportionately based on the Member's assessed value. A Member's proportionate share of the total assessment shall be calculated by dividing the assessed value of the Member by the total assessed value of SDMFSa. Assessed value shall be determined by using an average of the last two years assessed value for the Member and SDMFSa as established in the most recent final settlement and current year assessed valuation prepared by Davis County, unless otherwise determined by the Board. Any action taken to amend the assessment formula by which Member charges are determined as set forth herein shall require a two-thirds vote of the entire SDMFSa Board. Votes shall not be weighted unless a weighted vote is formally requested by a Board Member. Weighting of votes shall be in accordance with each Member's most recent annual assessment before adjustments are made to assessments to account for prepayments..

8. PAYMENT OF ASSESSMENTS. The CAO shall bill the Members for their respective assessment in four equal installments on January 1, April 1, July 1 and October 1 of each year. Assessment installments are due when issued and delinquent if not paid within thirty (30) days of issuance. Delinquent assessment payments shall accrue interest at the rate established by the Utah State Treasurer for deposits in its Public Treasurer Investment Fund (PTIF). If an installment remains unpaid after ninety (90) days after issuance, the Board shall have all collection remedies available at law and may initiate proceedings to withdraw from SDMFSa the area within SDMFSa that is also within the boundaries of the delinquent Member.

9. IMPACT FEES. SDMFSa will implement and impose impact fees for fire related public safety facilities including facilities identified in the current Impact Fee Facilities Plans adopted by the individual Members of SDMFSa. Upon imposition of Service Area wide impact fees by SDMFSa, each Member hereby agrees to repeal and abolish any impact fees it has levied for the same fire related public safety facilities. The effective date of such repeal shall be as of the same date the impact fees imposed by SDMFSa become effective.

10. TOTAL AGREEMENT. This Agreement constitutes the total agreement between the parties with respect to the calculation of Member Assessments. No representations, understandings, or agreements not contained in this Agreement are binding on the Parties and may not be relied upon by any Party with respect to the interpretation of any term of this Agreement.

11. NO THIRD PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective parties hereto. No other persons are intended to benefit from or be bound by the mutual obligations of the parties and no third party may enforce the terms of this Agreement or rely on this Agreement in any action against any of the parties.

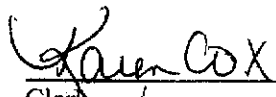
12. TRANSFER OF EXISTING MEMBER ASSETS. Any asset titled in the name of an individual Member and used for the operations of SDMFSa on June 30, 2016 shall be transferred by Special Warranty Deed, or, for personal property assets, appropriate assignment or other conveyance instrument, unless otherwise prohibited by law or existing covenant, to SDMFSa no later than September 1, 2016. Those assets, by Member, are identified and set out in Attachment A, hereto which, by this reference, is incorporated herein. If the transfer of any asset to SDMFSa is prohibited by covenant or law, the Member owning the asset shall exercise due diligence in seeking to remove the transfer restriction. In the event that such transfer restriction cannot be removed, the Member shall at its sole expense, and at the Board's discretion, either substitute a different asset or financial compensation equal to the value of the restricted asset to SDMFSa or obtain for SDMFSa the right to continued use of the asset for SDMFSa purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written this 2nd day of February, 2016.

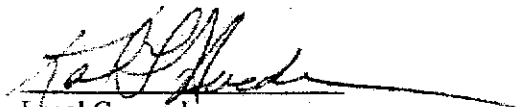
SOUTH DAVIS METRO FIRE SERVICE AREA


Chair

ATTEST:


Clerk

Approved as to Form and Legality


Legal Counsel

DAVIS COUNTY

Chair, Board of County Commissioners

ATTEST:

12. TRANSFER OF EXISTING MEMBER ASSETS. Any asset titled in the name of an individual Member and used for the operations of SDMFSa on June 30, 2016 shall be transferred by Special Warranty Deed, or, for personal property assets, appropriate assignment or other conveyance instrument, unless otherwise prohibited by law or existing covenant, to SDMFSa no later than September 1, 2016. Those assets, by Member, are identified and set out in Attachment A, hereto which, by this reference, is incorporated herein. If the transfer of any asset to SDMFSa is prohibited by covenant or law, the Member owning the asset shall exercise due diligence in seeking to remove the transfer restriction. In the event that such transfer restriction cannot be removed, the Member shall at its sole expense, and at the Board's discretion, either substitute a different asset or financial compensation equal to the value of the restricted asset to SDMFSa or obtain for SDMFSa the right to continued use of the asset for SDMFSa purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written this _____ day of _____, 2016.

SOUTH DAVIS METRO FIRE SERVICE AREA

Chair

ATTEST:

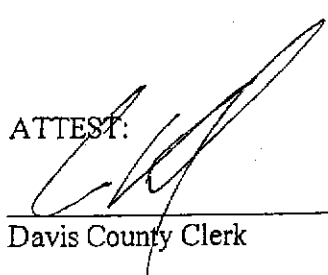
Clerk

Approved as to Form and Legality

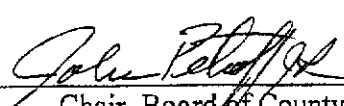
Legal Counsel

DAVIS COUNTY

ATTEST:



Davis County Clerk

 2/16/16

Chair, Board of County Commissioners

2015-563A

Approved as to Form and Legality

Neal C. Spiller
Deputy Davis County Attorney

BOUNTIFUL CITY

Mayor

ATTEST

City Recorder

Approved as to Form and Legality

City Attorney

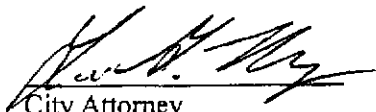
CENTERVILLE CITY

Mayor

ATTEST

City Recorder

Approved as to Form and Legality


City Attorney

NORTH SALT LAKE CITY

Mayor

ATTEST

City Recorder

Approved as to Form and Legality

City Attorney

WEST BOUNTIFUL CITY

Mayor

ATTEST

City Recorder

Approved as to Form and Legality

SDFD Assets

ASSET #	DESCRIPTION
1011	LAND 2.17 ACRES 2600 SO 1800
1014	LAND STATION 82-1.087 ACRES
1015	LAND PARKING STRIP ST 82
1016	ROADWAY 1100 NO OUR SHARE
1045	ST 82 ROADWAY EAST OF STAT
1024	STATION85
2001	Station Number Three
3019	NEW ROOF ON STATION #83
3023	Station 83 Sleeping room & Tra
1010	EXPAND SLEEPING AREA ST 83
1025	FURNISHING STATION 85
5285	SHARP COPIER MODEL AR 787
5264	2INTERCOMSAND10 HEADSET
7004	CONFINED SPACE RESCUE KIT
7043	32 BREATHING APPERATUSES
7054	FIREHOUSE REPORTING SOFTV
7055	SEARCHCAM-SUPER PROBE CL
7056	SAFETY TRAINING TRAILER
7060	SMOKE ALARM HOUSE TRAINEF
7070	EXHAUST SYSTEM ST 83
7071	HEAVY DUTY WASHING MACHIN
6014	1997 FORD F350TRUCK GRASS
6020	2002 HORTON AMBULANCE WIT
6025	2001 Ford F250 Pickup with top
6027	2001 Pierce Pumper Fire Truck
6028	2002 FORD F350 AUX GRASS UN
7041	2003 FORD F350 PICKUP-BRUSH
7057	2004 FORD F-350 PICKUP-AUX U
7058	2005 HORTON AMBULANCE MDL

BNT Assets

ASSET #	DESCRIPTION
303	FIRE STATION #2
304	METAL ROOF REPLACEMENT / STATION #2
305	REMODELING AT STATION #92
317	FIRE STATION #92 REMODELING
319	NEW FIRE STATION #1
419	SEMAPHORE CONTROLLER SYSTEM
453	3-XYBIX DISPATCH CONSOLES (SDMFA #507)
455	HURSTMAVRICK HYDRAULIC PMP/MINI-MATE MTR
475	1988 FEDERAL EMERGENCY ONE / ENGINE #1
476	1992 PIERCE ARROW AERIAL ENGINE
479	1996 PIERCE LANCE PUMPER TRUCK
510	2002 FORD F-350 PICKUP TRUCK
606	FIRE STATION 92 FURNISHINGS
613	OFFICE FURNITURE & EQUIPMNT / STATION #1

CENT Assets

ASSET #	DESCRIPTION
101	125 SOUTH MAIN PROPERTY AND BUILDING

WHEN RECORDED, RETURN TO:

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

Affects Parcel Nos.: 02-102-0012, 02-102-0013

SPECIAL WARRANTY DEED

CENTERVILLE CITY, a Utah municipal corporation, Grantor, hereby conveys and warrants to the **SOUTH DAVIS METRO FIRE SERVICE AREA**, a Utah local district and service area, Grantee, the following described tracts of land located in Davis County, State of Utah, to-wit:

Parcel No. 02-102-0012 described as follows: ALL OF LOT 3, BLK 21, PLAT A, CENTERVILLE TS SURVEY. CONT. 0.74 ACRES. EXCEPT THE E 103.03 FT THEREOF IN THE AMOUNT OF 0.34 ACRES. REMAINDER CONT. 0.40 ACRES.

and

Parcel No. 02-102-0013 described as follows: THE E 103.03 FT OF LOT 3, BLK 21, PLAT A, CENTERVILLE TS SURVEY. CONT. 0.34 ACRES.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed on this _____ day of August, 2016.

GRANTOR:
Centerville City

By: Mayor Paul A. Cutler

Attest:

Marsha L. Morrow, City Recorder

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the ____ day of _____, 2016, personally appeared before me
PAUL A. CUTLER, who being duly sworn, did say that he is the Mayor of Centerville City and the
signor of the foregoing instrument, who duly acknowledged to me that he executed the same
on behalf of Centerville City.

Notary Public

My Commission Expires:

Residing at:

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No. 5

Short Title: Public Hearing - General Plan Amendments -West Centerville Neighborhood Plan - Removing Industrial Very-High Zoning District - Section 12-480-6

Initiated By: Centerville City, Applicant

Scheduled Time: 7:40

SUBJECT

Consider General Plan Amendments regarding Section 12-480-6, West Centerville Neighborhood Plan, Goal 1, Objective 1.I., removing the IVH (Industrial Very-High) Zoning District from the extreme southeast area of the Centerville Business Park District - Ordinance No. 2016-23

RECOMMENDATION

Approve Ordinance No. 2016-23 amending Section 12-480-6, West Centerville Neighborhood Plan, Goal 1, Objective 1.I., removing the IVH (Industrial Very-High) Zoning District from the extreme southeast area of the Centerville Business Park District based on the findings recommended by the Planning Commission and set forth in the Staff Report.

BACKGROUND

On July 27, 2016, the Planning Commission reviewed and recommended approval of proposed General Plan amendments to Section 12-480-6, Goal 1, Objective 1.I., of the West Centerville Neighborhood Plan removing the IVH (Industrial Very-High) Zoning District from the extreme southeast area of the Centerville Business Park District. The Staff Transmittal Report for this matter is attached.

ATTACHMENTS:

Description

- ☐ 08-16-16-CC Transmittal Report
- ☐ Ordinance No. 2016-23-West Centerville
- ☐ 07-27-2016 PC Staff Report GP Amend., IVH in West Centerville Neighborhood Plan
- ☐ 07-27-2016 PC draft minutes

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

PLANNING COMMISSION TRANSMITTAL REPORT

**APPLICANT: CENTERVILLE CITY COUNCIL
C/O PAUL CUTLER, MAYOR
250 NORTH MAIN STREET
CENTERVILLE, UTAH 84014**

**APPLICATION: GENERAL PLAN TEXT AMENDMENTS FOR SECTION 12-
480-6(1.I.) REMOVE THE INDUSTRIAL-VERY HIGH ZONE
FROM THE WEST CENTERVILLE NEIGHBORHOOD PLAN**

**PC RECOMMENDATION: AFFIRM – TO REMOVE THE INDUSTRIAL-VERY
HIGH ZONE FROM THE WEST CENTERVILLE
NEIGHBORHOOD PLAN**

BACKGROUND

The Planning Commission and City Council have been concerned with uses allowed within the Industrial-Very High Zone not being in harmony with the future of the West Centerville Neighborhood. At the March 23, 2016 Planning Commission/City Council Work Session, the idea of eliminating this zone was reviewed. According to the meeting minutes, Councilwoman Fillmore stated that her greatest concern is that a heavy industrial use will expand in a way that conflicts with what is desired. She suggested putting something in place that prevented undesirable expansions and believed that a solid Ordinance would be beneficial in the future. Chair Hirschi commented that a focus south of Parrish Lane should be a continuation of what is happening now, which is a mixture of office space, residential, entertainment and business space. He also suggested the possibility of some mixed-use or residential transitioning into West Bountiful. Mr. Hirschi finally pointed out the west side is a positive, desirable location transportation wise, with two freeway accesses.

Mr. Snyder suggested if the Planning Commission and City Council desired this change, that the General Plan should be amended to remove heavy industrial uses. It was then decided by the group that this would be a goal for 2016 and be addressed by City staff.

SUMMARY OF PLANNING COMMISSION'S ACTIONS, MOTION, AND VOTE

On July 27, 2016, the Planning Commission received a report on the proposed amendment, held a public hearing, and debated the matter. Overall, it appears that the Commission was comfortable with moving forward with eliminating the goal regarding the future allowance of Heavy Industrial uses. However, many Commissioners expressed concerns about the timing of actually rezoning such properties in an upcoming meeting of the Commission. The Commission acknowledged that such debate about rezoning would be held separately in a

near future meeting. Therefore, the Commission recommended to amend the General regarding Section 12-480-6(1.I.) and re-write it as follows:

"12-480-6(1.I.) Remove the Industrial-Very High Zoning District in the extreme southeast area from this area of the Centerville Business Park District."

SUGGESTED REASONS FOR THE ACTION:

1. *The proposed amendment meets the requirements found in Section 12-21-070(d) of the Zoning Ordinance in relation to the general procedures.*
2. *The current use of Industrial-Very High was found to be incompatible to the surrounding neighborhoods and to the future goals for the West Centerville Neighborhood Plan [Sections 12-21-070(d)(vi), 12-480-6(1.)]*
3. *The proposed General Plan Amendment meets the approval standards found in Section 12-21-070(e) and 12-21-060(a)(2)(A) of the Zoning Ordinance for a comprehensive decision based on: incompatible development, does not promote the public interest for future uses, does not promote the public interest or general welfare.*
4. *The remaining uses found within the I-VH Zone may continue to operate as is, following the nonconforming standards in Chapter 12-22 of the Zoning Ordinance.*

Planning Commission Vote (4-1):

Commissioner	Yes	No	Not Present
Hirschi (Chair)			X
Hirst			X
Johnson		X	
Kjar	X		
Daley	X		
Hayman	X		
Wright	X		

LIST OF PREVIOUS PLANNING COMMISSION MEETINGS

- JULY 27, 2016 Planning Commission Meeting

ORDINANCE NO. 2016-23

AN ORDINANCE AMENDING GOAL 1, OBJECTIVE 1.I. OF SECTION 12-480-6 OF THE CENTERVILLE CITY GENERAL PLAN TO REMOVE THE INDUSTRIAL VERY-HIGH ZONING DISTRICT IN THE EXTREME SOUTHEAST AREA OF THE CENTERVILLE BUSINESS PARK DISTRICT OF THE WEST CENTERVILLE NEIGHBORHOOD PLAN

WHEREAS, the City Council has previously enacted Section 12-480-6 of the Centerville City General Plan providing a comprehensive guide to future physical land use patterns and desired goals and objectives for the development of the West Centerville Neighborhood ("West Centerville Neighborhood Plan"); and

WHEREAS, the West Centerville Neighborhood Plan provides specific goals and objectives for the development of the extreme southeast area of the Centerville Business Park District of the West Centerville Neighborhood Plan as set forth in Goal 1, Objective 1.I. of Section 12-480-6; and

WHEREAS, the City Council desires to amend the objectives and provisions of the West Centerville Neighborhood Plan to remove the Industrial Very-High Zoning District in the extreme southeast area of the Centerville Business Park District as more particularly provided herein; and

WHEREAS, the City Council has determined that the proposed amendments to the West Centerville Neighborhood Plan are in the best interest of the public; and

WHEREAS, the City is authorized to enact and amend provisions of the Centerville City General Plan pursuant to specific statutory authority, including, but not limited to *Utah Code Ann.* §§ 10-9a-401, *et seq.*, as amended, and *Utah Code Ann.* § 10-8-84, as amended; and

WHEREAS, all required notice and public hearings have been held before the Planning Commission and City Council regarding these proposed amendments to the City General Plan.

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

Section 1. Amendment. Goal 1, Objective 1.I of Section 12-480-6 of the West Centerville Neighborhood Plan regarding Industrial Very-High Zoning District in the extreme southeast area of the Centerville Business Park District is hereby amended to read in its entirety as follows:

- 1.I. Remove ~~Reconfigure~~ the Industrial Very-High Zoning District in the extreme southeast area from this area of the Centerville Business Park District. ~~and amend Section 12-36 Table of Land Uses (Zoning Ordinance) to allow the existing heavy industry uses, subject to a conditional use permit review.~~

Section 2. Findings. The amendments to the General Plan as set forth herein are based on the following findings:

a. The proposed General Plan amendments meet the requirements found in Section 12-21-070(d) of the Zoning Code in relation to the general procedures.

b. The current use of Industrial-Very High was found to be incompatible to the surrounding neighborhoods and to the future goals for the West Centerville Neighborhood Plan [Sections 12-21-070(d)(vi), 12-480-6(1.)]

c. The proposed General Plan amendments meet the approval standards found in Section 12-21-070(e) and 12-21-060(a)(2)(A) of the Zoning Code for a comprehensive decision based on: incompatible development, does not promote the public interest for future uses, does not promote the public interest or general welfare.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS _____ DAY OF AUGUST, 2016.

CENTERVILLE CITY

By: _____
Mayor Paul A. Cutler

ATTEST:

Marsha L. Morrow, City Recorder

Voting by the City Council:

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

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

**STAFF REPORT
AGENDA: ITEM 1**

APPLICANT: CENTERVILLE CITY

APPLICATION: GENERAL PLAN TEXT AMENDMENTS FOR SECTION 12-480-6(1.I.) REMOVE THE INDUSTRIAL-VERY HIGH ZONE FROM THE WEST CENTERVILLE NEIGHBORHOOD PLAN

RECOMMENDATION: ACCEPT THE GENERAL PLAN AMENDMENTS AND RECOMMEND APPROVAL TO THE CITY COUNCIL

BACKGROUND

The Planning Commission and City Council have been concerned with uses allowed within the Industrial-Very High Zone not being in harmony with the future of the West Centerville Neighborhood. At the March 23, 2016 Planning Commission/City Council Work Session, the idea of eliminating this zone was reviewed. According to the meeting minutes, Councilwoman Fillmore stated that her greatest concern is that a heavy industrial use will expand in a way that conflicts with what is desired. She suggested putting something in place that prevented undesirable expansions and believed that a solid Ordinance would be beneficial in the future. Chair Hirschi commented that a focus south of Parrish Lane should be a continuation of what is happening now, which is a mixture of office space, residential, entertainment and business space. He also suggested the possibility of some mixed-use or residential transitioning into West Bountiful. Mr. Hirschi finally pointed out the west side is a positive, desirable location transportation wise, with two freeway accesses.

Mr. Snyder suggested if the Planning Commission and City Council desired this change, that the General Plan should be amended to remove heavy industrial uses. It was then decided by the group that this would be a goal for 2016 and be addressed by City staff.

CURRENT POLICIES

General Plan Section 12-430-3

...the best use of the land west of Interstate 15 in Centerville is for well-planned highway commercial, manufacturing, light industrial uses and permanent open space in addition to the existing heavier industrial and manufacturing uses already existing in the area.

General Plan 12-480-6(1.I.)

Reconfigure the Industrial-Very High Zoning District in extreme southeast area and amend Chapter 12-36 Table of Land Uses (Zoning Ordinance), to allow the existing heavy industry uses, subject to a conditional use permit review.

Zoning Ordinance Table of Uses Allowed, Chapter 12-36

All uses allowed within the Commercial-High (C-H) Zone are also allowed within the Commercial-Very High, except for personal instruction services. Yet, only within the C-VH Zone is the use of heavy industry allowed with a conditional use permit.

Definitions, Chapter 12-12

Heavy Industry: An establishment engaged in basic processing and manufacturing of materials or products predominantly from extracted or raw materials; or use engaged in manufacturing processes utilizing flammable or explosive materials; or manufacturing processes which potentially involve hazardous or commonly recognized offensive conditions. Typical uses include chemical manufacturing and warehousing, dry ice manufacturing, fat rendering plants, fertilizer manufacturing, fireworks and explosives manufacturing and warehousing, petroleum refineries, pulp processing and paper products manufacturing, radioactive materials manufacture or use, slaughterhouses, steel works and tanneries.

GENERAL PLAN AMENDMENT REVIEW**Procedures for a General Plan Text Amendment, Section 12-21-070(d)(C)****Proposed Amendment to 12-480-6(1.I.), West Centerville Neighborhood**

12-480-6(1.I.) ~~Reconfigure Remove the Industrial-Very High Zoning District in the extreme southeast area and amend Section 12-36 Table of Land Uses (Zoning Ordinance) to allow the existing heavy industry uses, subject to a conditional use permit review, from this area of the Centerville Business Park District.~~

Purpose

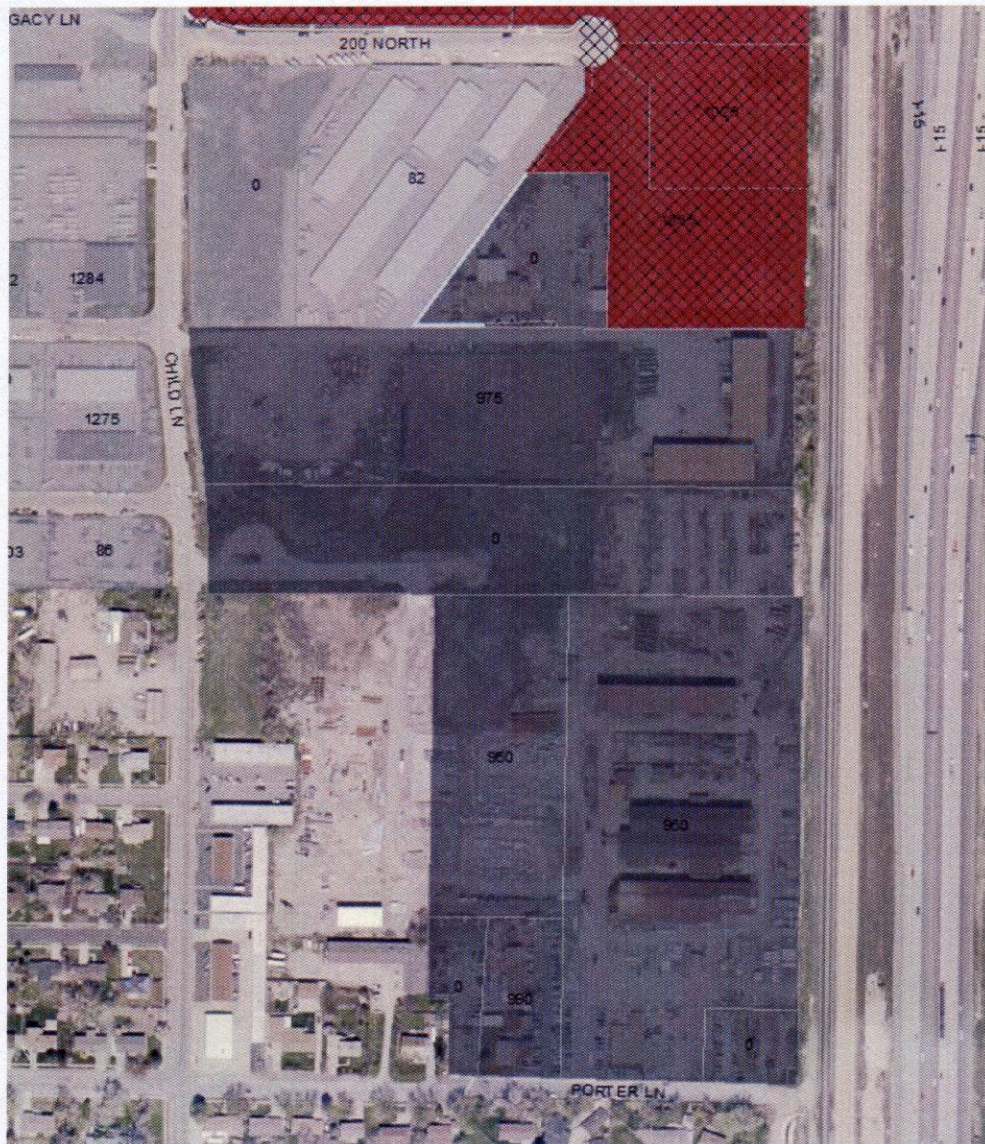
As stated previously, members of the City Council and Planning Commission have both expressed concern in relation to keeping the possibility of heavy industry in the I-VH Zone. If Syro Steel, or other business close and the properties remain zoned as it currently is, another heavy industrial company could utilize one of the sites. In reviewing the definition of heavy industry, these uses no longer seem suitable and appropriate for the West Centerville Neighborhood. Surrounding the area zoned for I-VH, the uses are lighter industrial, commercial and residential. The uses allowed in a I-VH Zone appear to be of a more dangerous nature and perhaps in need of additional buffering from other uses. In addition, if an accident occurred at the site of a business engaged in heavy industry, the effects could be long reaching, and have the potential of affecting many citizens. Therefore, staff agrees the use of heavy industry is no longer acceptable or feasible within Centerville.

Impacts

Staff reviewed the negative impacts if the use and zoning remained. Yet, there is also a negative impact for Syro Steel if the zoning is eliminated. This would render the property as even more non-conforming then it currently is. Syro would still be able to operate their business as long as they desire, and they would fall under the Nonconforming Chapter 12-22 in the Zoning Ordinance. This section controls expansion of nonconforming conditions while recognizing the interests of affected property owners. However, if Syro Steel desired to expand past the

allowable percentage or build a new facility in the same location, they would not be able to do so. The other parcels of land, which also appear to be nonconforming in some way, would also be affected if their current uses or future uses fall within the definition of heavy industry. Although in looking at each site not associated with Syro Steel, the current uses are not found to be heavy industry in nature.

Map of the affected area (I-VH Zone identified in dark grey)



Approval Standards for a General Plan Text Amendment, Section 12-21-070(e)

An amendment to the General Plan is considered legislative and must be reviewed and a decision rendered by the City Council. This comes after the Planning Commission has reviewed the proposal and made a recommendation to the City Council. By amending the General Plan to remove heavy industry and the I-VH Zone, staff believes the future interest, safety and welfare of the citizens of Centerville and West Bountiful will be addressed. It will also help to make the necessary steps to enhance the perceived value of the West Centerville Neighborhood and the adjoining West Bountiful neighborhoods. This amendment will encourage future development that it is more compatible with existing and desired surrounding development. In other words, this change to the General Plan is the first step of Centerville City to encourage appropriate future use and development in the West Centerville Neighborhood.

PLANNING STAFF RECOMMENDATIONS

PROPOSED ACTION: I hereby make a motion for the Planning Commission to accept the General Plan Amendment and recommend approval to the City Council regarding Section 12-480-6(1.I.), as described:

12-480-6(1.I.) *Remove the Industrial-Very High Zoning District in the extreme southeast area from this area of the Centerville Business Park District.*

SUGGESTED REASONS FOR THE ACTION:

1. The proposed amendment meets the requirements found in Section 12-21-070(d) of the Zoning Ordinance in relation to the general procedures.
2. The current use of Industrial-Very High was found to be incompatible to the surrounding neighborhoods and to the future goals for the West Centerville Neighborhood Plan [Sections 12-21-070(d)(vi), 12-480-6(1.)]
3. The proposed General Plan Amendment meets the approval standards found in Section 12-21-070(e) and 12-21-060(a)(2)(A) of the Zoning Ordinance for a comprehensive decision based on: incompatible development, does not promote the public interest for future uses, does not promote the public interest or general welfare.
4. The remaining uses found within the I-VH Zone may continue to operate as is, following the nonconforming standards in Chapter 12-22 of the Zoning Ordinance.

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PLANNING COMMISSION MINUTES OF MEETING

Wednesday, July 27, 2016

7:00 p.m.

A quorum being present at Centerville City Hall, 250 North Main Street, Centerville, Utah. The meeting of the Centerville City Planning Commission was called to order at 7:00 p.m.

MEMBERS PRESENT

Kevin Daly

Becki Wright

Logan Johnson, Vice Chair

Cheylynn Hayman

Scott Kjar

MEMBERS ABSENT

David Hirschi, Chair

Gina Hirst

STAFF PRESENT

Cory Snyder, Community Development Director

Brandon Toponce, Assistant Planner

Lisa Romney, City Attorney

Kathy Streadbeck, Recording Secretary

VISITORS

Interested Citizens

PLEDGE OF ALLEGIANCE

OPENING COMMENT/PRAYER

Kevin Daly

MINUTES REVIEW AND APPROVAL

The minutes of the Planning Commission meeting held July 13, 2016 were reviewed and amended. Commissioner Daly made a **motion** to approve the minutes as amended. The motion was seconded by Commissioner Wright and passed by unanimous roll-call vote (5-0).

PUBLIC HEARING | GENERAL PLAN AMENDMENT FOR THE WEST CENTERVILLE NEIGHBORHOOD PLAN - Consider the General Plan Amendment regarding Section 12-480-6, West Centerville Neighborhood Plan, Goal 1, Objective 1.I., reconsidering whether the I-VH (Industrial-Very High) Zoning District should continue in the future for this neighborhood. Centerville City, Applicant.

DRAFT

Planning Commission Meeting
July 27, 2016

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1 Brandon Toponce, Assistant Planner, reported the Planning Commission and City
2 Council have been concerned that the intensity of uses allowed within the Industrial-Very High
3 (I-VH) Zone are no longer in harmony with the future of the West Centerville Neighborhood. At
4 a previous work session (March 23, 2016) the Commission and Council discussed the idea of
5 eliminating the I-VH Zone. During the work session concerns were raised that the I-VH uses
6 conflict with future desires and that a continued mixture of office space, residential,
7 entertainment, and business space may be best for West Centerville. Mr. Toponce reviewed the
8 current policies for the West Centerville Neighborhood and the definition for the I-VH Zone. He
9 also reviewed current existing uses and businesses within the I-VH Zone and how they may be
10 affected by a change to the ordinance. He also reviewed possible impacts to the current
11 surrounding mixed-uses if I-VH is maintained. Given the recent development of commercial and
12 residential in West Centerville, staff agrees the I-VH Zone may no longer be feasible. The
13 elimination of the I-VH Zone may help enhance the perceived value of the West Centerville and
14 West Bountiful neighborhoods. It will also encourage future development that is more
15 compatible with existing and desired future development. Mr. Toponce reviewed the proposed
16 amendment to the General Plan eliminating the I-VH Zone from the southeast area of the
17 Centerville Business Park District.

18
19 Cory Snyder, Community Development Director, said this is only step one of the process.
20 He explained the General Plan is a policy not an ordinance. Eliminating the I-VH Zone from the
21 General Plan simply shows a desire for future planning; it does not set a zoning map regulation.
22 To ultimately eliminate the I-VH Zone from West Centerville a Zone Map Amendment will need
23 to be completed. At this time, the City has not researched all the pros and cons of an amendment
24 to the Zoning Map and does not have a specific goal in mind. This is a process that requires
25 extensive study and planning. He said it could be argued that a General Plan amendment at this
26 time is premature because there is not a set Zoning Map plan as of yet. However, if the I-VH is
27 eliminated from the General Plan at this time then it would help discourage any future heavy
28 industrial uses from locating in West Centerville until a full zone map planning process is
29 completed or a better vision is foreseen as driven by the market. If the I-VH is eliminated the
30 default zone would fall to Industrial-High (I-H). Mr. Snyder discussed current uses within the I-
31 VH Zone. He explained there are a few businesses located in the I-VH Zone but that only one
32 (Syro Steel), to this knowledge, is conducting business in a manor consistent with the Heavy
33 Industry definition. The other businesses are less intense and their uses could possibly fall under
34 the I-H Zone. In this one instance (Syro Steel), eliminating the I-VH Zone would create a non-
35 conforming use after a Zone Map Amendment is completed. However, all the businesses within
36 the I-VH Zone have the right to use their property according to I-VH definition at this time.

37
38 Vice Chair Johnson opened the public hearing.

39
40 Mark Green said he has owned a business in the I-VH Zone in West Centerville since
41 1978. He said this is the fifth time the City has asked him to leave. He said his company has

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Planning Commission Meeting
July 27, 2016

Page 3

1 supplied all the water pipes and road materials for the city over the years and he does not
2 appreciate being pushed out. He said I-VH should not be eliminated. He said the City talks about
3 negative impacts of the I-VH Zone, but he said it is him that has been negatively impacted by
4 current development. This is unfair. He said it won't matter if the I-VH Zone is stricken from the
5 books because it is clear that industrial uses are not wanted and there is no industrial business
6 that would relocate to Centerville given recent developments, i.e., residential and commercial
7 uses. He said the City has put him in a position where he cannot get a reasonable return on his
8 property. It will take significant money to make his relocation possible and the City is limiting
9 his options. He agreed that his business no longer fits in West Centerville but he does not
10 appreciate being forced out of the City, nor does he appreciate that his property value is being
11 diminished. He said if Centerville wants him to go, then the City will need to think big and
12 encourage big money to move in.

13
14 Richard Rowe said his small business also resides in the I-VH Zone. He said his business
15 has served him well and he had hoped it would also provide him retirement once sold or
16 redeveloped, but if the I-VH Zone is eliminated then so is his retirement. He agreed that it
17 doesn't matter what the zoning designation is because Centerville has already made it clear to
18 industrial companies that they are not wanted. This makes it difficult to turn over a business. He
19 agreed it will take big incentives and big money to make any redevelopment worthwhile. He
20 asked the Commission to consider the negative affects this type of decision makes on those that
21 have been here for many years, who have put their blood, sweat, and tears into Centerville, and
22 not just those that might come in the future.

23
24 Bob Mason questioned what types of zones could replace the I-VH if eliminated. He said
25 the City claims there is not a plan for the West Centerville Zoning Map and yet it is listed as an
26 agenda item for the Planning Commission to discuss in a couple weeks. He said if there is not a
27 plan then the General Plan should not be amended at this time and if a zone map amendment
28 truly takes time to study then it should not already be listed on a future agenda.

29
30 Vice Chair Johnson closed the public hearing.

31
32 Mr. Snyder said a possible Zone Map Amendment discussion is already listed on a future
33 Commission agenda in order to meet noticing requirements. This was simply in anticipation that
34 the Council may direct the Commission to discuss this issue further after tonight's General Plan
35 decision moves forward to the City Council for final approval. The agenda item may or may not
36 move forward but the posting of the future agenda item will allow the beginning of the zone map
37 amendment process if needed. He reminded the Commission and the public that a Zone Map
38 Amendment will include additional public hearings and encouraged additional public comments
39 at those times.

40

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Planning Commission Meeting
July 27, 2016

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1 Vice Chair Johnson clarified that tonight's decision is regarding the General Plan, a
2 future visionary policy. He said eliminating the I-VH from the General Plan simply shows that
3 Centerville no longer envisions I-VH in the future for this area. Mr. Snyder agreed. He said the
4 assumption is that the I-H Zone would replace the I-VH Zone until a map amendment process
5 can be completed. The City has yet to know what the best vision and subsequent zoning for this
6 area of the City would be. After research and discussions, it may be found that I-H is also not the
7 best vision for this area, this is the beauty of the process.

8
9 Lisa Romney, City Attorney, asked how the Syro Steel use is currently nonconforming.
10 Cory Snyder stated that they are not currently nonconforming. Ms. Romney then explained that
11 Syro Steel is a conditional use as a "heavy industrial" use in the Industrial Very-High Zone under
12 the current Table of Uses. So, even if Syro closed, another user could take over the use or apply
13 for a new condition use under current zoning. She also reminded the Commission that this is a
14 two-step process. Right now, the Planning Commission is only reviewing the proposed General
15 Plan amendment to eliminate language regarding Industrial Very-High uses and zoning in West
16 Centerville. Even if the General Plan amendment is adopted by the City, a separate application
17 would have to be processed and considered for any Zoning Map amendment to change the actual
18 zoning of the subject properties.

19
20 Commissioner Hayman agreed that West Centerville has changed in such a way that it is
21 clear that I-VH is no longer compatible nor desired. She questioned if the General Plan could be
22 amended at this time to clarify this vision but the Zone Map amendment put on hold until there is
23 a better understanding of what may be best in the future. She said this would allow current
24 property owners to continue as desired and perhaps give the city time to see where the market
25 may lead. Mr. Snyder said it is likely the Council will direct staff and the Commission to
26 continue on with the zone map amendment, but that process could lead to no changes.

27
28 Commissioner Kjar agreed it is clear that heavy industrial uses are no longer desired in
29 West Centerville and agreed it is not likely any industrial business would choose to locate here
30 even if allowed. In this regard, he questioned if it is even necessary to amend the General Plan at
31 this time. However, he also understands that amending the General Plan will help facilitate
32 possible future goals. He said he is sensitive to current property owners and wants to make sure
33 that any change is not prejudiced.

34
35 Lisa Romney, City Attorney, suggested that amendments should also be made to Section
36 12-430-3 of the General Plan. Cory Snyder responded that Section 12-430-3 is only addressing
37 existing conditions and that in his opinion no amendments are needed to this section.

38
39 Vice Chair Johnson made a **motion** for the Planning Commission to accept the General
40 Plan Amendment and recommend approval to the City Council regarding Section 12-480-6(1.I.),
41 as described:

DRAFT

Planning Commission Meeting
July 27, 2016

Page 5

1 **12-480-6(1.I.) Remove the Industrial-Very High Zoning District in the extreme**
2 **southeast area from this area of the Centerville Business Park District.**

Reasons for the Action:

- 3
- 4
- 5 1. The proposed amendment meets the requirements found in Section 12.21.070(d) of
- 6 the Zoning Ordinance in relation to the general procedures.
- 7 2. The current use of Industrial-Very High was found to be incompatible to the
- 8 surrounding neighborhoods and to the future goals for the West Centerville
- 9 Neighborhood Plan [Sections 12.21.070(d)(vi), 12-480-6(1.)]
- 10 3. The proposed General Plan Amendment meets the approval standards found in
- 11 Section 12.21.070(e) and 12.21.060(a)(2)(A) of the Zoning Ordinance for a
- 12 comprehensive decision based on: incompatible development, does not promote the
- 13 public interest for future uses, does not promote the public interest or general welfare.
- 14 4. The remaining uses found within the I-VH Zone may continue to operate as is,
- 15 following the nonconforming standards in Chapter 12.22 of the Zoning Ordinance.
- 16

17 The motion was seconded by Commissioner Hayman.

18

19 Commissioner Wright said this issue feels a bit like a cart before the horse situation but

20 she also sees the value of providing a vision and a direction for future goals and planning.

21

22 Commissioner Daly agreed. He said it is clear this neighborhood is moving more and

23 more toward mixed residential and commercial uses. It is clear that industrial uses are no longer

24 desired but he too is sensitive to current property owners and their exiting uses. He said it seems

25 the proposed amendment to the General Plan will not negatively impact current property owners

26 and will allow them to continue.

27

28 Commissioner Hayman said she empathizes with the current I-VH property owners. She

29 said she would like to protect property rights and property values. She also sees the value in

30 amending the General Plan in order to provide direction in future planning.

31

32 Vice Chair Johnson called for a vote on the motion. The motion **passed** with 4-1 vote.

33 Vice Chair Johnson opposed.

34

35 Vice Chair Johnson said he understands and agrees with both sides but chooses to error

36 on the side of current property owners.

COMMUNITY DEVELOPMENT DIRECTOR'S REPORT

- 37
- 38
- 39 1. The next regularly scheduled Planning Commission meeting will be held on
- 40 Wednesday, August 10, 2016.
- 41 2. Upcoming Agenda Items:

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No. 6.

Short Title: Mayor's Report

Initiated By: Mayor Cutler

Scheduled Time: 8:00

SUBJECT

- a. South Davis Metro Fire Service Area
- b. Tour of Utah Stage 5
- c. UTOPIA/UIA financial reports

RECOMMENDATION

BACKGROUND

Mayor will report on several topics shown on the agenda. The most recent UTOPIA/UIA financial reports are attached.

ATTACHMENTS:

Description

- UTOPIA/UIA Financials

SOUTH DAVIS METRO FIRE AGENCY

June 30, 2016

FINANCIAL REPORT

	<u>Contents</u>	<u>Page Number</u>
1.	Cash Position	1
2.	Impact Fees Collected	2
3.	Board of Directors Financial Summary	3
4.	Financial Statements Detail	4

South Davis Metro Fire Agency
Cash Position by Fund and in Total

	Funds							
Month	General	Grant	Public Training	Capital Reserve	Debt Service	Debt Reserve	Total	St Treas Int. Rate
June	1,595,631	51,331	32,086	338,794	115,875	269,000	2,402,718	0.9093%
May	2,451,016	51,331	29,667	685,357	95,908	269,000	3,582,279	0.8997%
Apr	1,582,765	51,331	29,308	667,234	81,314	269,000	2,680,952	0.8517%
Mar	1,992,791	64,750	31,377	649,233	75,085	269,000	3,082,236	0.8224%
Feb	2,532,986	64,750	30,461	631,237	63,525	269,000	3,591,959	0.7796%
16-Jan	2,441,964	53,298	28,710	605,058	49,672	269,000	3,447,703	0.7460%
Dec	1,980,493	53,298	27,471	595,520	42,490	269,000	2,968,272	0.7244%
Nov	1,962,997	43,047	29,680	577,857	34,810	269,000	2,917,392	0.6824%
Oct	2,496,969	43,047	26,858	439,596	(14,891)	269,000	3,260,579	0.6593%
Sep	1,566,375	43,047	27,227	422,130	(33,496)	269,000	2,294,282	0.6369%
August	2,070,076	43,047	30,422	361,317	224,792	269,000	2,998,653	0.6098%
July	2,210,357	43,047	29,732	343,685	219,591	269,000	3,115,411	0.5791%
June	1,575,733	39,879	29,182	559,135	207,903	269,000	2,680,832	0.5610%
May	1,979,523	39,879	28,687	541,609	200,131	269,000	3,058,829	0.5558%
Apr	1,643,529	39,879	26,855	785,828	169,171	269,000	2,934,262	0.5475%
Mar	1,748,266	39,879	26,583	858,664	168,967	269,000	3,111,358	0.5294%
Feb	2,142,251	39,879	30,185	723,979	155,089	269,000	3,360,383	0.5184%
Jan-15	2,323,799	39,879	30,285	706,482	147,584	269,000	3,517,028	0.5073%
Dec	1,913,763	39,879	29,542	688,917	141,605	269,000	3,082,706	0.5078%
Nov	1,783,921	39,879	28,258	721,355	133,377	269,000	2,975,790	0.5071%
Oct	2,097,865	39,879	25,941	704,070	110,116	269,000	3,246,871	0.4850%
Sep	1,305,145	39,879	29,148	707,771	(36,465)	269,000	2,314,478	0.4767%
Aug	1,874,107	39,879	29,691	698,743	232,777	269,000	3,144,197	0.4699%
July	2,108,885	39,879	29,242	684,890	217,357	269,000	3,349,253	0.4693%
June	1,491,903	23,698	29,335	672,178	203,132	269,000	2,689,246	0.4799%
May	1,820,686	30,971	28,565	1,223,223	194,481	269,000	3,566,927	0.4879%
Apr	2,217,866	30,971	28,391	1,205,793	156,309	269,000	3,908,330	0.4992%
Mar	1,451,650	30,971	27,721	1,188,356	149,354	269,000	3,117,052	0.5023%
Feb	1,909,545	11,966	28,628	1,170,809	135,806	269,000	3,525,754	0.5070%
Jan-14	2,288,411	11,966	27,126	1,177,037	135,669	269,000	3,909,209	0.5074%
Dec	1,997,356	19,971	26,470	735,830	127,300	269,000	3,175,928	0.5103%
Nov	1,827,008	19,971	26,444	768,166	109,582	269,000	3,020,171	0.5150%
Oct	1,500,545	34,971	25,328	730,937	47,884	269,000	2,608,665	0.5143%
Sep	1,389,813	34,971	26,826	893,773	38,844	269,000	2,653,227	0.5125%
Aug	1,702,676	34,971	25,776	879,878	294,743	269,000	3,207,045	0.4962%
Jul	2,069,176	34,971	26,643	862,694	257,162	269,000	3,519,646	0.5115%
Jun	1,330,839	34,971	26,025	849,929	229,257	269,000	2,740,021	0.5046%
May	1,720,150	33,521	25,859	845,327	223,139	269,000	3,116,996	0.4902%
Apr	2,155,452	33,521	25,567	1,009,390	215,946	269,000	3,708,876	0.5295%
Mar	1,422,662	24,255	25,482	1,036,059	192,908	269,000	2,970,365	0.5740%
Feb	1,845,411	23,726	25,465	1,145,025	160,789	269,000	3,469,416	0.6120%
Jan-13	2,113,161	23,726	25,112	1,133,500	158,018	269,000	3,722,517	0.6499%

SOUTH DAVIS METRO FIRE AGENCY							
IMPACT FEES COLLECTED							
DATE BELOW							
DATE	CENTERVILLE	DAVIS COUNTY	NORTH SALT LAKE	WEST BOUNTIFUL	WOODS CROSS	TOTAL REVENUE	TOTAL FOR THE YEAR
2004-4 Mos	716.00	-	38,593.68	3,402.00	4,158.00	46,869.68	
2005	44,124.66	-	160,858.93	65,640.10	33,128.24	303,751.93	
2006	67,908.61	-	203,896.39	16,793.12	10,156.80	298,754.92	
2007	39,666.50	263.47	118,685.88	52,937.65	65,296.28	276,849.78	
2008	20,118.60	-	95,684.71	5,275.78	10,142.74	131,221.83	
2009	8,231.81	-	73,623.57	3,507.38	41,737.05	127,099.81	
2010	26,063.64	-	24,968.28	2,337.92	18,292.00	71,661.84	
2011	49,665.03	-	30,643.20	3,896.38	16,894.44	101,099.05	
2012	34,245.82	-	90,356.64	12,653.19	41,196.00	178,451.65	
2013	37,542.04	-	155,267.66	9,633.00	25,231.02	227,673.72	
2014	11,095.04	13,990.00	205,859.07	5,179.00	50,727.58	286,850.69	
2015	60,189.64	-	89,746.71	9,197.20	10,165.38	169,298.93	
1/31/16	-	-	-	-	-	-	
2/29/16	-	-	5,789.05	-	-	5,789.05	
3/31/16	-	-	11,250.01	-	-	11,250.01	
4/30/16	-	-	5,345.00	-	572.30	5,917.30	
5/31/16	9,891.00	-	-	4,364.00	-	14,255.00	
6/30/16	-	-	19,635.96	-	-	19,635.96	
7/31/16						-	
8/31/16						-	
9/30/16						-	
10/31/16						-	
11/30/16						-	
12/31/16						-	56,847.32
TOTAL	409,458.39	14,253.47	1,330,204.74	194,816.72	327,697.83	2,276,431.15	Down
						2,276,431.15	Across

South Davis Metro Fire Agency
Board of Directors Financial Summary Year 2016
June 30, 2016

						100% of the year expired
Line No.	Fund	YTD 2016	Annual Budget	Budget	Page No.	Comments
***** General Fund 10*****						
Revenue						
1	Property Taxes-PM Funding	-	-	0%	7	
2	Intergovernmental Revenue-Cities & Co.	2,855,570	2,855,569	100%	7	
3	Ambulance & PM Fees-Net	1,147,108	1,057,500	108%	7	
4	All Other General Fund Revenue	4,740	1,500	316%	7	
5	Contribution- Private Sources	600	0	0%	7	
	Total Revenue	4,008,018	3,914,569	102%	7	
	Use of Fund Balance (PM Funding)	-	337,696			
	Use of Fund Balance (Transfer to Capital)	-	300,000			
6	Use of Fund Balance (Depreciation)	-	175,000			
7	Total Revenue & Use of fund Balance	4,008,018	4,727,265			
Expenditures by Division						
8	Operations	3,606,388	3,587,771	101%	8	
9	Logistics	255,917	252,850	101%	9	
10	Communications	193,819	197,469	98%	9	
11	Fire Prevention	499	5,700	9%	9	
12	Training	41,003	43,575	94%	10	
13	Emergency Medical Services	54,208	64,900	84%	10	
14	Transfer to Capital Reserve Fund	100,000	100,000	100%	10	
15	Total Expenditures	4,251,834	4,252,265	100%		
16	Revenues Over/(Under) Expenditures Before	(243,816)	475,000	-51%		
15	Transfer to Capital From Fund Balance	-	300,000	0%	10	
16	Depreciation & Loss on Fixed Assets Sold	239,947	175,000	137%	10	
17	Total Fund Expenditures	4,491,781	4,727,265			
18	Net Revenues Over/(Under) Expenditures	(483,763)	-	0%		
***** Other Funds *****						

Grant Fund 21						
1	Revenues	20,328	-	0%	12	
2	Fund Balance Appropriation/(Addition)	-	-	0%	12	
3	Expenditures	8,876	-	0%	12	
4	Revenues Over/(Under) Expenditures	11,452	-	0%		
Public Training Fund 22						
5	Revenues	6,920	3,950	175%	14	
6	Fund Balance Appropriation/(Addition)	-	-	0%	14	
7	Expenditures	5,732	3,950	145%	14	
8	Revenues Over/(Under) Expenditures	1,189	-	0%		
Capital Reserve Fund 45						
9	Revenues and Transfers	107,914	405,200	27%	16	
10	Fund Balance Appropriation/(Addition)	(41,310)	(41,310)	100%	16	
11	Expenditures	364,639	363,890	100%	16	
12	Revenues Over/(Under) Expenditures	(298,036)	-	0%		
SDFD Equity Fund 70						
13	Revenues	-	-	0%	17	
14	Fund Balance Appropriation/(Addition)	69,000	69,000	100%	17	
15	Expenditures	63,318	69,000	92%	17	
16	Revenues Over/(Under) Expenditures	5,682	-	0%		
Debt Service Fund 72 & 73						
17	Revenues	58,397	75,750	77%	20	
18	Fund Balance Appropriation/(Addition)	(10,110)	(10,110)	100%	20	
19	Expenditures	70,701	65,640	108%	20	
20	Revenues Over/(Under) Expenditures	(22,414)	0	0%		

**NOTICE OF A MEETING OF THE BOARD OF DIRECTORS OF
SOUTH DAVIS METRO FIRE SERVICE AREA**

AUGUST 10, 2016

**FIRE STATION #81 (TRAINING ROOM)
255 SOUTH 100 WEST
BOUNTIFUL, UTAH 84010**

Board Meeting – 6:00 p.m.

PUBLIC NOTICE IS HEREBY GIVEN that the South Davis Metro Fire Service Area will hold a Board Meeting on August 10, 2016 in the Fire Station #81 Training Room, 255 South 100 West, Bountiful, Utah 84010 beginning at 5:00 p.m. It is possible that a member of the Board will be participating by electronic means. The meeting location shall serve as the anchor location.

A G E N D A

CALL MEETING TO ORDER AND WELCOME OF VISITORS

1. Public Hearing on Proposed 2016 Property Tax increase for South Davis Metro Fire Service Area
2. Public Hearing on 2016-2017 Budget for South Davis Metro Fire Service Area
3. Consideration of Approval of SDMFS Resolution #2016-03 Adopting 2016 Tax Rate and Fee Schedule
4. Consideration of Approval of SDMFS Resolution # 2016-01 2016-2017 Final Budget Adoption
5. Consideration of a Resolution Approving the Execution of an Interlocal Agreement with Bountiful City for the Transfer of Real Property (Fire Stations 81 & 84) (Resolution # 2016-02)
6. Approval of minutes of June 20, 2016.
7. Fire Chief's Report – Fire Chief Jeffrey Bassett
8. Closed session to discuss the character and competency of an individual(s) (Utah Code 52-4-205).

On Thursday, August 4, 2016 at 4:00 p.m. a copy of the foregoing notice was posted in conspicuous view by the Secretary to the Board in the areas reserved for such posting of public notices by the member agencies. A copy of this notice was faxed to the *Davis County Clipper*, a newspaper of general circulation.

DATED this 4th Day of August, 2016.

Times are approximate and the order of agenda items is subject to change except for matters that are designated for a certain time. Motions relating to any of the foregoing agenda items, including final action, may be taken at the meeting.

In accordance with the Americans with Disabilities Act, the Agency will make reasonable accommodations to participate in the meeting. Request for assistance can be made by calling 801-677-2400 at least 48 hours in advance of the meeting to be attended.

To: SDMFSA Board of Directors

From: Gary Uresk, Chair, SDMFSA Administrative Committee

Re: Fiscal Year 2017 Budget

Date: August 3, 2016

I am pleased to present the South Davis Metro Fire Service Area Budget for the Fiscal Year ending June 30, 2017 (FY 2017). The Tentative Budget balances revenues and expenditures without the use of Fund Balance. The goal of this budget is to facilitate the Service Area in providing valuable services, while maintaining a stable financial future for the Service Area.

This budget was developed by Chief Bassett and the Administrative Committee. A majority of operations costs remain flat or show a reduction. The medical division shows an increase in medical supplies. This is due to the increase in call volume the department is experiencing.

Included in this budget is a new pay scale as we were well below the market average (7% below). A subcommittee of the Administrative group was established and worked with the Chief to develop a new pay scale and bring the employees up to market.

With the change to a Service Area, we will continue to invoice all members of the Service Area for the operational cost and the capital costs will come from the tax revenue produced by the new property tax which I assume will be approved after the Truth in Taxation Hearing held on August 10th prior to adoption of the budget.

You will notice a significant increase in the member contribution allocated to West Bountiful City. This is due to a valuation increase tied to the expansion project at Holly Refinery. The Administrative Committee discussed and all agreed if Holly Refinery challenges this valuation increase and a change is made in their valuation, then a corresponding change will be made in West Bountiful's assessment, which will in turn affect all of the other member's assessments.

The attached budget is recommended for approval by all members of the Administrative Committee.

SOUTH DAVIS METRO FIRE SERVICE AREA
GENERAL ENTERPRISE FUND 10 BUDGET
FISCAL YEAR 2016-17

Ln #	Acct #	Account Title	2015 Actual	2015 Budget	2016 Budget Half year * 2	2016 Budget Half Year	2016-2017 Budget	Budget Difference Increase (Decrease)	% Change +Increase -Decrease
REVENUE									
1	3110	Davis County Paramedic Funding	686,046	668,705	675,392	-	692,906	17,514	3%
2	3381	Bountiful City	1,989,937	1,989,937	2,055,897	1,027,948	2,070,707	14,810	1%
3	3382	Centerville City	849,790	849,790	873,468	436,734	875,246	1,778	0%
4	3383	Davis County	419,532	419,532	423,216	211,608	432,013	8,797	2%
5	3384	North Salt Lake City	1,219,509	1,219,509	1,273,900	636,950	1,284,247	10,347	1%
6	3385	West Bountiful City	459,764	459,764	506,255	253,128	580,313	74,058	15%
7	3386	Woods Cross City	561,871	561,871	578,402	289,201	582,072	3,670	1%
8	3410	Amb/PM Fees - Accrual Basis	2,269,656	2,000,000	2,240,000	1,120,000	2,300,000	60,000	3%
9	3411	Contractual Write Offs	-	-	-	-	-	-	-
10	3412	Contracted Billing & Collection	(125,751)	(115,000)	(125,000)	(62,500)	(130,000)	(5,000)	4%
11	3412	Misc Revenue	2,689	3,000	3,000	1,500	3,000	-	0%
12	3500	Plan review	-	5,000	-	-	5,000	5,000	-
		Use of Fund Balance (equity account)				337,696			
Total Revenue			8,333,044	8,062,109	8,504,530	4,252,265	8,695,504	190,975	2%
EXPENDITURES									
41	OPERATION								
1	110	FTE Salaries & Wages	3,879,400	3,944,749	4,117,084	2,058,542	4,277,194	160,111	4%
2	111	PTE Salaries & Wages	349,526	405,459	405,459	202,730	355,459	(50,000)	-12%
3	112	Overtime Pay	331,874	125,426	195,692	97,847	292,430	96,738	49%
4	130	FICA	348,757	342,386	360,945	180,472	376,769	15,824	4%
5	131	Retirement	678,567	705,614	708,203	354,102	748,716	40,513	6%
6	132	Group Health & Life Insurance	796,986	838,000	855,000	427,500	860,000	5,000	1%
7	133	LTD Insurance	529	619	619	309	619	0	0%
8	134	Worker Comp Insurance	85,409	109,113	120,000	60,000	120,000	-	0%
9	135	Educational Benefit	418	5,000	5,000	2,500	27,000	22,000	440%
10	136	Employee Assistance Program	3,862	3,840	3,840	1,920	3,900	60	2%
11	140	PTE Accident Insurance	-	-	-	-	-	-	-
12	145	Paid Absence Accrual	50,000	55,000	55,000	27,500	25,000	(30,000)	-55%
13	210	Books, Subscriptions, Dues	7,397	7,500	7,500	3,750	-	(7,500)	-100%
14	215	Misc Fringe Benefits	-	-	-	-	-	-	-
15	220	Public Notices	1,158	300	600	300	1,200	600	100%
16	230	Travel Training Schools	9,573	4,000	4,000	2,000	4,000	-	0%
17	231	Board Meeting Expense	7,283	7,200	7,200	3,600	7,300	100	1%
18	240	Office Supplies	5,039	8,000	8,000	4,000	8,000	-	0%
19	250	Office Equipment Maintenance	376	1,000	1,000	500	1,000	-	0%
20	310	Financial Audit	9,500	9,500	19,000	9,500	7,500	(11,500)	-61%
21	311	Professional Services	61,221	41,750	68,000	34,000	48,000	(20,000)	-29%
22	312	Legal Services	24,330	25,000	25,000	12,500	25,000	-	0%
23	313	Support AR Billing & Accounting Software	-	4,500	4,500	2,250	5,000	500	11%
24	314	Medical Exams	12,957	13,000	13,000	6,500	18,000	5,000	38%
25	315	Physical Ability Testing Standard	3,000	3,000	-	-	-	-	-
26	510	Liability Insurance	70,283	73,000	73,000	36,500	75,000	2,000	3%
27	610	Misc. Supplies	4,695	5,000	8,000	4,000	8,000	-	0%
28	615	Clothing Allowance	53,399	53,600	54,900	27,450	54,900	-	0%
29	620	Misc Services	13,066	8,400	10,000	5,000	10,000	-	0%
31	625	Honor Guard	5,022	5,000	5,000	2,500	5,000	-	0%
32	630	Health Wellness	-	-	-	-	-	-	-
33	635	Office Furniture	-	-	-	-	1,000	1,000	-
34	640	Medicaid Payment	29,686	-	40,000	20,000	64,000	24,000	60%
Total Administration			6,843,114	6,804,956	7,175,542	3,587,771	7,429,987	254,445	4%
42	LOGISTICS								
1	231	Travel & Training from Grants	76	-	-	-	-	-	-
2	250	Vehicle Fuel	47,799	96,000	96,000	48,000	75,000	(21,000)	-22%
3	251	Vehicles & Tire Maint. & Repairs	91,911	100,000	100,000	50,000	100,000	-	0%
4	252	Equipment Maint. & Repairs	23,118	27,000	32,000	16,000	27,000	(5,000)	-16%
5	253	Hazmat Equipment Maint. & Repair	1,392	3,000	3,000	1,500	3,000	-	0%
6	254	Tech Rescue Equipment Maint. & Repair	-	1,800	1,000	500	1,000	-	0%
7	260	Buildings Maintenance & Repair	24,430	26,000	30,000	15,000	30,000	-	0%
8	261	Grounds Maintenance	7,062	5,000	10,000	5,000	10,000	-	0%
9	270	Electric Power	44,507	41,000	41,000	20,500	41,000	-	0%
10	271	Gas Heat	23,237	25,000	25,000	12,500	25,000	-	0%
11	272	Water & Sewer	7,685	7,000	7,000	3,500	7,000	-	0%
12	274	Centerville Drainage Tax	593	400	400	200	400	-	0%
13	450	Special Dept Supplies	75,484	36,000	50,000	25,000	50,000	-	0%
14	453	Hazmat Special Dept Supplies	-	-	-	-	-	-	100%
15	610	Misc. Supplies	7,476	6,000	10,000	5,000	10,000	-	0%
16	730	Building Improvements	-	-	-	-	-	-	100%
17	740	Equipment Over \$5000	7,905	10,000	40,000	20,000	-	(40,000)	-100%
18	741	Equipment Under \$5000	47,709	36,000	40,000	20,000	40,000	-	0%
19	742	Hazmat Equipment Over \$5000	14,025	13,415	-	-	-	-	100%
20	743	Hazmat Equipment Under \$5000	4,730	6,000	11,000	5,500	11,000	-	0%
21	744	Tech Equipment Under \$5000	9,187	7,500	9,300	4,650	9,300	-	0%
22	745	Tech Equipment Over \$5000	-	-	-	-	-	-	100%
Total Logistics			438,325	447,115	505,700	252,850	439,700	(66,000)	-13%

SOUTH DAVIS METRO FIRE SERVICE AREA
GENERAL ENTERPRISE FUND 10 BUDGET
FISCAL YEAR 2016-17

Ln #	Acct #	Account Title	2015 Actual	2015 Budget	2016 Budget Half year * 2	2016 Budget Half Year	2016-2017 Budget	Budget Difference Increase (Decrease)	% Change +Increase -Decrease
43 COMMUNICATIONS									
1	210	Books, Subscriptions, Dues	-	-	8,000	4,000	8,000	-	0%
2	251	Communication Eq Maint. & Repair	2,206	8,000	8,000	4,000	8,000	-	0%
3	252	Computer Supplies & Maint.	4,296	7,000	7,000	3,500	7,000	-	0%
4	280	Phone Service	33,573	34,000	34,000	17,000	34,200	200	1%
5	281	Cell Phone & Pager Service	37,231	33,000	33,000	16,500	36,000	3,000	9%
6	282	UCAN	22,935	27,000	27,000	13,500	27,000	-	0%
7	283	Mobile Command	11,990	15,100	15,000	7,500	12,000	(3,000)	-20%
8	310	Dispatch Service	165,985	165,938	165,938	82,969	165,937	(1)	0%
9	311	Computer Support	46,833	48,000	48,000	24,000	50,355	2,355	5%
10	480	Software Purchases	14,143	16,000	10,000	5,000	15,000	5,000	50%
11	740	Equipment Over \$5000.	19,796	20,000	20,000	10,000	15,000	(5,000)	-25%
12	741	Equipment Under \$5000	26,532	27,000	27,000	13,500	28,000	1,000	4%
Total Communications			385,519	401,038	394,938	197,469	398,492	3,554	1%
44 FIRE PREVENTION									
1	210	Books, Subscriptions, Dues	-	-	-	-	-	-	
2	230	Travel Training Schools	700	-	-	-	-	-	
3	240	Office Supplies	108	450	-	-	-	-	
4	241	Public Ed Supplies	5,278	7,300	7,300	3,650	7,300	-	0%
5	610	Misc. Supplies	-	2,000	2,600	1,300	2,000	(600)	-23%
6	615	Special Events Supplies	729	1,500	1,500	750	1,500	-	0%
7	620	Plan review	-	5,000	-	-	5,000	5,000	100%
Total Fire Prevention			6,815	16,250	11,400	5,700	15,800	4,400	39%
45 TRAINING									
1	210	Books, Subscriptions, Dues	10,059	9,150	19,930	9,965	11,925	(8,005)	-40%
2	215	Recert Fees	2,590	2,500	2,900	1,450	3,250	350	12%
3	230	Travel Training Schools	28,572	29,000	43,020	21,510	32,750	(10,270)	-24%
4	231	Training Materials	16,052	15,800	18,300	9,150	16,300	(2,000)	-11%
5	740	Equipment Over \$5000	-	-	-	-	-	-	100%
6	741	Equipment Under \$5000	1,462	1,500	3,000	1,500	1,500	(1,500)	-50%
Total Training			58,735	57,950	87,150	43,575	65,725	(21,425)	-25%
46 EMERGENCY MEDICAL SERVICES									
1	210	Books, Subscriptions, Dues	-	-	-	-	-	-	
2	241	Forms & Printing	1,127	2,000	1,000	500	1,000	-	0%
3	250	Equipment Maint & Repairs	9,548	8,000	9,000	4,500	9,000	-	0%
4	310	Physician Consultant	10,000	10,000	10,000	5,000	10,000	-	0%
5	610	Misc. Supplies	105	1,000	1,000	500	1,000	-	0%
6	621	Medical Supplies	95,635	89,000	100,000	50,000	100,000	-	0%
7	740	Equipment Over \$5000	3,086	9,000	-	-	9,000	9,000	
8	741	Equipment Under \$5000	14,104	15,800	8,800	4,400	15,800	7,000	80%
Total Emergency Medical Services			133,605	134,800	129,800	64,900	145,800	16,000	12%
TRANSFERS 2014 FUNDS									
1	850	Transfer to Capital Reserve Fund 45	200,000	200,000	200,000	100,000	200,000	-	0%
Total Expenditures			8,068,113	8,062,109	8,504,530	4,252,265	8,695,504	190,975	2.25%
70 OTHER NON CASH TRANSACTIONS									
1	650	Depreciation	465,203	350,000	350,000	175,000	500,000	150,000	43%
2	655	(Gain)Loss Fixed Assets Sold	-	-	-	-	-	-	
3	660	Capital Building Savings	-	-	-	-	-	-	
4	665	Building repairs	-	-	-	-	-	-	
5	670	Capital Equipment	-	-	-	-	-	-	
Total Non-Cash Expenses			465,203	350,000	350,000	175,000	500,000	150,000	43%
Total Expenditures and Other Non-Cash Transac			8,531,316	8,412,109	8,854,530	4,427,265	9,195,504	340,975	4%
Net Expenditures Funded by Cities & County			5,236,162	5,500,404	5,711,138	2,855,569	5,824,598	113,460	1.99%
6	850	Transfer general fund to Capital Reserve Fund 45 fr	300,000		300,000	300,000	300,000	-	
				2,561,705	2,793,392	1,396,696	2,870,906		
				8,412,109	9,154,530	4,727,265	9,495,504		
				(5,850,404)	(6,361,138)	(3,330,569)	(6,624,598)		
				350,000	650,000	475,000	800,000		
				(5,500,404)	(5,711,138)	(2,855,569)	(5,824,598)		
							(113,460)	1.99%	

	2015 CONTR	2015	2016 full year based on 6 month	2016 - 6 MONTH	FY2016-2017	FY 2016-2017 INCR	% INC (DEC)	FY2016-2017 RATE
Bountiful City	1,989,937	1,989,937	2,055,897	1,027,948	2,070,707	14,810	0.72%	35.55%
Centerville City	849,790	849,790	873,468	436,734	875,246	1,778	0.20%	15.03%
Davis County	419,532	419,532	423,216	211,608	432,013	8,797	2.08%	7.42%
North Salt Lake City	1,219,509	1,219,509	1,273,900	636,950	1,284,247	10,347	0.81%	22.05%
West Bountiful City	459,764	459,764	506,255	253,128	580,313	74,058	14.63%	9.96%
Woods Cross City	561,871	561,871	578,402	289,201	582,072	3,670	0.63%	9.99%
	5,500,404	5,500,404	5,711,138	2,855,569	5,824,598	113,460	1.99%	100.00%

SOUTH DAVIS METRO FIRE SERVICE AREA
GRANT ENTERPRISE FUND - 21
FISCAL YEAR 2016-17

Ln	Acct	Account	2015	2015	2016	2016	2016-2017
No.	No.	Title	Budget	Actual	Budget	Budget	Budget
						6-month	
REVENUES							
1	33100	Grant-Per Capita	-	-	-	-	-
2	33100	Grant-EMS Competitive	-	-	-	-	-
3	33110	Grant-Homeland Security	-	24,369	-	-	-
4	33120	Grant-Fires Grant	-	-	-	-	-
5	33130	Grant-Wildlands	-	-	-	-	-
6	39400	Sales of Fixed Assets	-	-	-	-	-
6	38700	Transfer from General Fund	-	-	-	-	-
7	38800	Transfer from Cap Res Fund	-	-	-	-	-
8	38900	Fund Balance Appropriations	-	-	-	-	-
9		Total Revenue	-	24,369	-	-	-
10		EXPENDITURES					
		<u>EMS Grant</u>					
14	21-41-740	Equipment Over \$5000	-	-	-	-	-
15	21-41-741	Equipment Under \$5000	-	-	-	-	-
16	21-41-852	Transfer Various Cost from Gen. Fd.	-	-	-	-	-
17		Total EMS Grant	-	-	-	-	-
18		<u>HLS Grant</u>					
19	21-42-111	PTE Backfill Wages	-	13,419	-	-	-
20	21-42-230	Travel and Training Schools	-	10,950	-	-	-
21	21-42-450	Special Dept. Supplies	-	-	-	-	-
22	21-42-740	Equipment Over \$5000	-	-	-	-	-
23	21-42-741	Equipment Under \$5000	-	-	-	-	-
24	21-42-860	Fixed Assets to Bal. Sheet	-	-	-	-	-
25		Total HLS Grant	-	24,369	-	-	-
26		<u>Fires Grant</u>					
31	21-43-740	Equipment Over \$5000	-	-	-	-	-
32		Total Fires Grant	-	-	-	-	-
33		<u>Wildlands Grant</u>					
38	21-44-740	Equipment Over \$5000	-	-	-	-	-
39	21-44-741	Equipment Under \$5000	-	-	-	-	-
40		Total Wildlands Grant	-	-	-	-	-
41							
42		Total Expenditures	-	24,369	-	-	-
43		Fund Bal. Increase/(Decrease)	-	0	-	-	-

SOUTH DAVIS METRO FIRE SERVICE AREA
PUBLIC TRAINING ENTERPRISE FUND - 22
FISCAL YEAR 2016-17

Ln No.	Acct No.	Account Title	2015 Budget	2015 Actual	2016 Budget	2016 Budget 6-month	2016-2017 Budget
REVENUE							
1	36100	Interest Earned	150	121	150	75	150
2	36300	Profit from Sales of 1st Aid Kits	700	1,332	700	350	700
3	36640	CERT Fees	500	6,160	2,550	1,275	7,000
4	36650	CPR Fees	4,500	4,734	4,500	2,250	4,650
5	36660	EMT Fees	-	-	-	-	-
6	36900	Misc. Revenue	-	-	-	-	-
7		Total Revenue	5,850	12,348	7,900	3,950	12,500
8	EXPENDITURES						
9	110	Instructors-SDMFA	1,500	-	1,000	500	1500
10	111	Instructors-Outside	100	-	600	300	100
11	210	Books	300	139	300	150	300
12	220	Public Notices & Advertising	50	-	-	-	-
13	240	Office Supplies	150	-	-	-	-
14	611	CPR Misc. Supplies	2,500	2,409	2,500	1250	2500
15	612	CERT Manuals	500	640	1,000	500	700
16	613	CERT Misc Supplies	200	244	200	100	200
17	614	Participants Supplies	250	7,153	2,000	1000	7200
18	615	Fees	-	-	-	-	-
19	620	Misc. Services	300	50	300	150	-
20	741	Equipment Under \$500	-	-	-	-	-
21		Total Expenditures	5,850	10,635	7,900	3,950	12,500
22		Fund Bal. Increase/(Decrease)	0	1,712	0	0	0

SOUTH DAVIS METRO FIRE SERVICE AREA
CAPITAL EQUIPMENT ENTERPRISE FUND - 45
FISCAL YEAR 2016-17

Ln No.	Acct No.	Account Title	2015 Budget	2015 Actual	2016 Budget	2016 Budget 6-month	2016-2017 Budget
REVENUE							
1	36000	Property tax	-	-	-	-	72,625
2	36100	Interest Earned	8,000	10,680	10,000	5,000	10,000
3	36400	Sale of Fixed Assets	-	(18,284)	-	-	-
4	36900	Misc Revenue	400	50,878	400	200	500
5	38300	Contribution-Private Sources	-	5,000	-	-	-
6	38310	Contribution-Holly Oil	-	-	-	-	-
7	38700	Transfer from General Fund 10	-	300,000	-	300,000	-
8	38700	Transfer from General Fund 10	200,000	200,000	200,000	100,000	200,000
9		Total Revenue	208,400	548,274	210,400	405,200	283,125
EXPENDITURES							
11	730	Improvements	-	-	-	-	115,000
12	740	Equipment Over \$5000	730,000	851,120	419,000	363,890	90,000
13	860	Fixed Assets to Balance Sheet	-	-	-	-	-
14		Total Expenditures	730,000	851,120	419,000	363,890	205,000
15							
16		Fund Bal. Increase/(Decrease)	(521,600)	(302,846)	(208,600)	41,310	78,125

SOUTH DAVIS METRO FIRE SERVICE AREA
ORIGINAL ASSETS ENTERPRISE FUND - 70
FISCAL YEAR 2016-17

Ln No.	Acct No.	Account Title	2015 Budget	2015 Actual	2016 Budget	2016 Budget 6-month	2016-2017 Budget
REVENUE							
1	36100	Interest Earned	-	-	-	-	-
2	36400	Sale of Fixed Assets-ST 85	-	-	-	-	-
3	36950	Proceeds from Written off A.R.	-	-	-	-	-
4		Transfer from Debt Service Fund 73	-	-	-	-	-
5		Total Revenue	-	-	-	-	-
6	EXPENDITURES						
7	650	Depreciation Expense	138,000	123,834	138,000	69,000	138,000
8	655	Fixed Asset Sale Net Book Value	-	-	-	-	-
9	721	Building-Station 82	-	-	-	-	-
10	850	Amort Bond Issuance Costs	-	-	-	-	-
11	855	Transfer to Debt Reserve Fund	-	-	-	-	-
12		Total Expenditures	138,000	123,834	138,000	69,000	138,000
13		Net Income/(Loss)	(138,000)	(123,834)	(138,000)	(69,000)	(138,000)

SOUTH DAVIS METRO FIRE SERVICE AREA
BOND ENTERPRISE FUND - 72
FISCAL YEAR 2016-17

Ln	Acct	Account	2015	2015	2016	2016	2016-2017
No.	No.	Title	Budget	Actual	Budget	Budget	Budget
						6-month	
REVENUE							
1	36100	Interest Earned	-	-	-	-	-
2	36400	Sale of Fixed Assets-ST 85	-	-	-	-	-
3	36950	Proceeds from Written off A.R.	-	-	-	-	-
4		Transfer from Debt Service Fund 73	133,000	133,000	138,000	-	138,000
5		Total Revenue	133,000	133,000	138,000	-	138,000
6	EXPENDITURES						
7	650	Depreciation Expense	-	-	-	-	-
8	655	Fixed Asset Sale Net Book Value	-	-	-	-	-
9	721	Building-Station 82	-	-	-	-	-
10	850	Amort Bond Issuance Costs	-	-	-	-	-
11	855	Transfer to Debt Reserve Fund	-	-	-	-	-
12		Total Expenditures	-	-	-	-	-
13		Net Income/(Loss)	133,000	133,000	138,000	-	138,000

SOUTH DAVIS METRO FIRE SERVICE AREA

DEBT SERVICE FUND - 73

FISCAL YEAR 2016-17

Ln	Acct	Account	2015	2015	2016	2016	2016-2017
No.	No.	Title	Budget	Actual	Budget	Budget	Budget
6-month							
REVENUE							
1	32200	Building Impact Fees	150,000	169,299	150,000	75,000	150,000
2	36100	Interest Earned	1,500	2,574	1,500	750	1,500
Total Revenue			151,500	171,873	151,500	75,750	151,500
EXPENDITURES							
3	810	Bond Payment transferred to fund 72	133,000	133,000	138,000	-	138,000
4	820	Bond Interest	136,280	134,950	131,280	65,640	131,280
5	850	Transfer to SDFD Equity Fund 70	-	-	-	-	-
6	850	Transfer to Debt Reserve Fund 74	-	-	-	-	-
Total Expenditures			269,280	267,950	269,280	65,640	269,280
7		Fund Bal. Increase/(Decrease)	(117,780)	(96,077)	(117,780)	10,110	(117,780)

SOUTH DAVIS METRO FIRE SERVICE AREA

RESOLUTION NO. 2016-03

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH DAVIS
METRO FIRE SERVICE AREA APPROVING AND ADOPTING AN AD
VALOREM TAX RATE ON THE TAXABLE PROPERTY IN THE
SERVICE AREA FOR 2016 AND APPROVING A FEE SCHEDULE FOR
SERVICE AREA OPERATIONS**

WHEREAS, Sections 59-2-909 and 59-2-912 of Utah Code Annotated, 1953 as amended, require the Board of Trustees (the "Board") of the South Davis Metro Fire Service Area ("SDMFSA") to adopt proposed ad valorem tax rates on all taxable property in the Service Area before June 22nd of each year unless otherwise authorized by the State Tax Commission;

WHEREAS, the Board adopted a proposed tax rate on June 20, 2016, to provide funds for its fiscal year 2016-2017 budget and, in accordance with state law, transmitted notice of the proposed tax levy to the Davis County Auditor;

WHEREAS, The adoption of the resolution setting SDMFSA'S proposed tax rate was duly noticed in accordance with the Utah Open and Public Meetings Act and the Uniform Fiscal Procedures for Local Districts Act;

WHEREAS, UCA Section 17B-1-643 requires that prior to the imposition of any fee schedule, the Board conduct a public hearing on the proposed fees and provide notice of the proposed fees and public hearing in accordance with the provisions of that Section;

WHEREAS, SDMFSA duly noticed "A Notice of Proposed Tax Increase and Fee Imposition" in accordance with UCA Secs. 17B-1-643 and 59-2-919 by publishing notice of its proposed action and scheduled public hearing in a newspaper of general circulation in Davis County, posting notice of the public hearing on the Utah Public Notice Website, and electronically publishing notice of the public hearing in accordance with UCA Sec. 45-1-101. The published notices met, as applicable, the time, format, size and print requirements of UCA Secs. 17B-1-643 and 59-2-919(6). In addition, notice of the public hearing was published by the Davis County Auditor pursuant to UCA Sec. 59-2-919.2; and

WHEREAS, the required public hearing on the "Proposed Tax Increase and Fee Imposition" was held August 10, 2016 at Fire Station 81, 255 S. 100 W., Bountiful, , UT at 6:00 p.m.. Comments from the public were taken and considered by the Board at the public hearing.

NOW, THEREFORE, having considered the public comments that were received and the needs for fire suppression and emergency services within SDMFSA and the public interest and benefit in establishing stable funding for SDMFSA, the Board of Trustees of SDMFSA resolves as follows:

SECTION 1. PURPOSE AND CONDITIONS PRECEDENT. The purpose of this resolution is to adopt the ad valorem tax rate on taxable property within the Service Area for 2016 and to adopt a Service Area fee schedule to provide funding for the fire suppression and

emergency services of the Agency. All conditions precedent and requirements of Utah law required for the adoption of this Resolution have been met;

SECTION 2. ADOPTION OF AD VALOREM TAX RATE AND FEE

SCHEDULE. The final 2016 ad valorem tax rate subject to the rate setting authority of the Board on all taxable property within SDMFSa is hereby set at .00001 and the Fee Schedule attached hereto as Exhibit "A" is hereby approved and adopted.

SECTION 3. EFFECTIVE DATE, DISTRIBUTION AND FILING. This

Resolution shall take effect immediately upon its approval and adoption by the Board and will be filed and recorded in the official minutes and records of the Board for this meeting. A copy of this Resolution and the statement of the amount and purpose of the property tax levy required under Sections 59-2-912 and 59-2-913 shall be forwarded to the Utah State Tax Commission and the Davis County Auditor.

APPROVED AND PASSED by the Board of Trustees of the South Davis Metro Fire Agency, this 10th day of August, 2016.

**Board of Trustees
South Davis Metro Fire Service Area**

By: _____
Chair

(Seal)

Voting:

Randy Lewis	Yea	___	Nay	___
Paul Cutler	Yea	___	Nay	___
P. Bret Millburn	Yea	___	Nay	___
Leonard Arave	Yea	___	Nay	___
Rick Earnshaw	Yea	___	Nay	___
Kenneth Romney	Yea	___	Nay	___

ATTEST:

Clerk

GENERAL	
Fire Reports	\$25 each
GRAMA Request	
Minimum	\$10
Staff time each 30 minutes	\$15
CPR Certification	
Health Care Provider	\$45
Heart Saver/First Aid	\$55
CERT Class	\$40
AMBULANCE/ PARAMEDIC FEES	
Utah Administrative Code R426-16-2(http://health.utah.gov/ems/rulereg/)	
FIRE STANDBY/SPECIAL EVENTS	
One certified Emergency Medical Technician(EMT)	\$40 per hour
Ambulance or Brush with two person crew	\$150 per hour
Equipped fire engine with four-person crew	\$250 per hour
PERMITS	
Temporary Membranes/Tents	\$50.00
Sprinkler- Plan Review and Inspections	
0-3,000 sq./ft.	\$250
3,001-10,000 sq./ft.	\$350
10,001 & greater	\$350+ (.005 x sq./ft. over 10,000)
Fire Alarm Systems- Plan Review and Inspections	\$300
Greater than 10,000 Sq./ft.	\$75 per hour
False Fire Alarms	
3 rd Time	\$50
4 th Time	\$75
5 th Time	\$100
Alternative Fire Suppression System- Plan Review and Inspection	\$100
Daycare	\$30
Group Home	\$50
Healthcare Facility	\$200
Fireworks Sales (Outdoor)	\$300
Fireworks Sales (Indoor)	\$150
HAZMAT PERMITS	
Hazardous Materials Permit –Quantities exceeding minimal storage. (Annual)	\$200
Hazardous Materials Permit -Dispense and Use. (Annual)	\$300
Hazardous Materials Permit –Production and Processing (Annual)	\$450
Hazardous Materials Permit –Explosives/Blasting (Annual)	\$500
Motor Fuel Dispensing Stations- Public Access (Annual)	\$150
INSPECTION FEES	
Re-inspection Fees - \$75/hour per inspector after first two hours	\$150 minimum
**Fee may be waved on 1 st re-inspection **	

FEDERAL GOVERNMENT APPROVED RECOVERY COSTS	
Labor:	
Chief Officer	\$43 per hour
Liaison/PIO	\$46 per hour
Hazmat Technician	\$40 per hour
Hazmat Operations	\$30 per hour
EMT/PM	\$25 per hour
Equipment:	
Fire Engine	\$230 per hour
Chief Vehicle	\$15 per hour
Ambulance	\$100 per hour
Brush	\$137 per hour
Incident Command Vehicle	\$110 per hour
Ranger/ATV	\$15 per hour
Supplies	Replacement Costs
MOTOR VEHICLE ACCIDENT/HAZMAT CLEANUP	\$150.00

SOUTH DAVIS METRO FIRE SERVICE AREA

RESOLUTION NO. 2016-01

FISCAL YEAR 2016-2017 BUDGET ADOPTION

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE SOUTH DAVIS METRO
FIRE SERVICE AREA ADOPTING THE FISCAL YEAR 2016-2017 BUDGET**

WHEREAS, UCA Section 17B-1-607 requires the Board of Trustees (the "Board") to adopt a tentative budget for the operation of the Service Area by the regularly scheduled meeting in May of each year for the following fiscal year which has been done in accordance with law;

WHEREAS, UCA Section 17B-1-609 requires the Board to provide notice and conduct a public hearing on the tentative budget and, additionally, UCA Section 59-2-919 requires that budgets that propose an increase in budgeted property tax revenues meet additional notice and public hearing requirements relating to the final approval of the budget;

WHEREAS, the Board has complied with those statutory provisions and satisfied all conditions precedent with respect to giving notice of the hearing and conducting the hearing;

WHEREAS, a public hearing on the proposed budget was conducted on August 10, 2016, at Fire Station 81, 255 S. 100 W., Bountiful, UT at 6 p.m.; and

WHEREAS, the Board received public comment on the proposed budget and considered the public comment and the need for the expenditures and revenues budgeted for the various funds of the Service Area.

NOW, THEREFORE, having considered the public comments that were received and the needs for fire suppression and emergency services within SDMFSa and the public interest and benefit in establishing stable funding for SDMFSa, the Board of Trustees of SDMFSa resolves as follows:

SECTION 1. PURPOSE AND CONDITIONS PRECEDENT. The purpose of this resolution is to adopt the final budget for fiscal year 2016-2017 for the Service Area. All conditions precedent and requirements of Utah law required for the adoption of this Resolution have been met;

SECTION 2. ADOPTION OF FINAL FISCAL YEAR 2016-2017 BUDGET. In accordance with UCA Section 17B-1-620 the proposed budget attached hereto as Exhibit "A" for fiscal year 2016-2017 is hereby adopted and approved as the final budget of the Service Area.

SECTION 3. EFFECTIVE DATE, DISTRIBUTION AND FILING. This Resolution shall take effect immediately upon its approval and adoption by the Board and will be filed and recorded in the official minutes and records of the Board for this meeting. The Service Area's

budget officer is directed to certify a copy of the final budget for each fund and file it with the state auditor with thirty days of the effective date of this Resolution.

APPROVED AND PASSED by the Board of Trustees of the South Davis Metro Fire Agency, this 10th day of August, 2016.

**Board of Trustees
South Davis Metro Fire Service Area**

By: _____
Chair

(Seal)

Voting:

Randy Lewis	Yea	___	Nay	___
Paul Cutler	Yea	___	Nay	___
P. Bret Millburn	Yea	___	Nay	___
Leonard Arave	Yea	___	Nay	___
Rick Earnshaw	Yea	___	Nay	___
Kenneth Romney	Yea	___	Nay	___

ATTEST:

SOUTH DAVIS METRO FIRE SERVICE AREA RESOLUTION No. 2016-02

**A RESOLUTION OF THE SOUTH DAVIS METRO FIRE SERVICED AREA
APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL
AGREEMENT RELATING TO THE TRANSFER OF REAL PROPERTY FROM
BOUNTIFUL CITY TO THE SERVICE AREA FOR THE PROVISION OF FIRE AND
EMERGENCY MEDICAL SERVICE**

WHEREAS, the Members of the South Davis Metro Fire Service Agency (the "Agency") have created the South Davis Metro Fire Service Area (the "Service Area") to assume the responsibilities of the Agency and receive property owned by the Members effective July 1, 2016;

WHEREAS, Bountiful City owns two fire stations (Stations 81 and 84) that are operated by the Service Area in performance of the services provided by the Service Area (the Bountiful Property);

WHEREAS, the disposition of the Bountiful property has, after compliance with applicable statutory provisions, been approved by the Bountiful City Council; and

WHEREAS, the Service Area and Bountiful City have agreed upon the terms of an Interlocal Agreement to memorialize the provisions of the property transfer and the ongoing obligations of the parties with respect to service access and parking beneficial to both parties.

NOW THEREFORE, be it resolved by the Board of Trustees of the South Davis Metro Fire Service Area that the Interlocal Agreement with Bountiful City relating to the transfer of the Bountiful Property, attached hereto as Attachment 1, is hereby approved and the Chair of the Board of Trustees of the Service Area is authorized to execute the same on behalf of the Service Area.

APPROVED and ADOPTED this 10th day of August, 2016.

BOARD OF TRUSTEES
SOUTH DAVIS METRO FIRE SERVICE AREA

CHAIR

ATTEST:

Clerk

South Davis Metro Fire Agency

Proudly Serving the Communities of

Bountiful - Centerville - Davis County - North Salt Lake - West Bountiful - Woods Cross

Office of the Fire Chief

Executive Summary

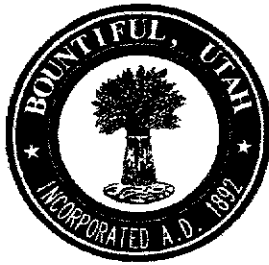
Transfer of Fire Station Property

With the creation of the Service Area, Bountiful and Centerville City will transfer the deed to Fire Station 81, 83, and 84 to the Service Area.

Bountiful City has already approved this transfer in their council meeting on July 26, 2016. An interlocal was created for the transfer of Fire Station 81 because of a shared right of way for utilities and the parking lot west of the tennis courts. The power and water utilities and right of way would be in the north east corner of our east parking lot. The handicap parking located in the parking lot west of the tennis courts is the designated parking area for the fire station.

Centerville City will take action for Fire Station 83 in their Council meeting on August 16, 2016. There are no utilities or right of way so it will be a direct deed transfer.

I am seeking your approval and signing the interlocal with Bountiful City in regards to the shared right of ways at fire station 81.



BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR
Randy C. Lewis
CITY COUNCIL
Kendalyn Harris
Richard Higginson
Beth Holbrook
John Marc Knight
John S. Pitt
CITY MANAGER
Gary R. Hill

Bountiful City Resolution No. 2016-11

A Resolution approving the Interlocal Agreement Related to the Transfer of Real Property and the Operation of Fire Stations Between Bountiful City and the South Davis Metro Fire Service Area

It is the finding of the Bountiful City Council that:

1. Utah Code § 11-13-201 *et seq.* authorizes Bountiful City and other public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects;
2. Bountiful City has recently entered into an Interlocal Agreement with several cities and Davis County to create the South Davis Metro Fire Service Area;
3. That Interlocal Agreement became effective July 1, 2016, established financial practices and policies and required title to certain parcels of land and other equipment to be transferred from the City to Metro Fire Service Area;
4. In order for the City to make the transfers there are certain matters of access, parking and maintenance that need to be addressed;
5. The City and the Metro Fire Service Area have created an additional Interlocal Agreement to facilitate the transfer of title of the fire stations and related equipment and to address access, parking and maintenance;
6. This additional Interlocal Agreement will become effective upon the date it is signed by the City and the Metro Fire Service Area and does not create a new interlocal entity.
7. This Agreement has been reviewed and approved by the Bountiful City Attorney as required by State law.

Now, therefore, it is hereby resolved by the City Council of Bountiful, Utah, as follows:

Section 1. Agreement Approved. The Bountiful City Council hereby accepts and approves the attached Interlocal Agreement Related to Operation of Fire Stations.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Agreement and any deeds or documents

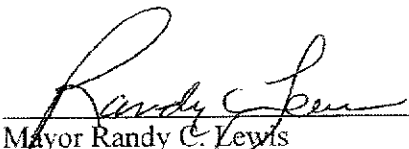
necessary to transfer ownership of the assets noted in the Agreements between Bountiful City and the South Davis Metro Fire District Area.

Section 3. Implementation. The City Manager and other City officials are authorized to perform all acts they deem necessary and appropriate to implement the Agreement.

Section 4. 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.

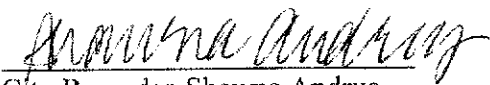
Section 5. Effective Date. This Resolution shall become effective immediately upon its passage.

Adopted this 26th day of July, 2016.

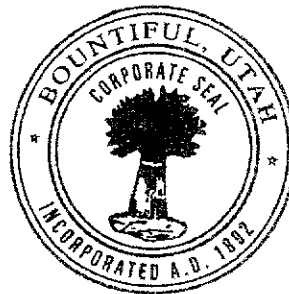


Mayor Randy C. Lewis

ATTEST:



City Recorder Shawna Andrus



**INTERLOCAL AGREEMENT FOR THE TRANSFER
OF REAL PROPERTY AND THE OPERATION OF FIRE STATIONS
BETWEEN THE CITY OF BOUNTIFUL
AND THE SOUTH DAVIS METRO FIRE SERVICE AREA**

This Interlocal Agreement (the "Agreement") is made and entered into by and between the City of Bountiful, a municipal corporation of the State of Utah (the "City"), the South Davis Metro Fire Service Area, a local district and service area created pursuant to the laws of the State of Utah (the "District")

RECITALS

WHEREAS, Utah Code Ann. § 11-13-202 provides that any two or more public agencies may enter into an Agreement with one another for joint or cooperative actions.

WHEREAS, Utah Code Ann. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

WHEREAS, the City and the District are public agencies as contemplated in the referenced sections of the Utah Code (more specifically referred to as Utah Code Ann. § 11-13-1101, et seq. (Utah Interlocal Cooperation Act).

WHEREAS, the City has previously entered into an interlocal agreement for the provision of fire and emergency response services that created an interlocal entity, the South Davis Metro Fire Service Agency (the "Agency") for the provision of said services and which further provided that, at the time the interlocal entity was replaced by a local district and Service Area, all fire stations and related property and equipment owned by the City would be transferred in fee simple and at no cost to the Service Area.

WHEREAS, South Davis Metro Fire Service Area is the local district and Service Area created to replace the Agency and which has commenced operations as of July 1, 2016.

WHEREAS, the City is the owner of two parcels of real property, each of which has constructed on them fire stations currently providing fire protection services to the City and surrounding areas. The fire stations are separately designated and known as Station 81 which is located at 255 S. 100 W., Bountiful, Utah and Station 84 which is located at 1995 S. Bountiful Blvd., Bountiful, Utah (City Parcels A and B).

WHEREAS, the City desires to transfer to the District Parcels A and B and related equipment (the legal descriptions for Parcels A and B are contained on the attached Exhibit "A") and the parcels are visually shown on Exhibits "B"(parcel A) and "C" (parcel B).

WHEREAS, the District desires to acquire title to City Parcels A and B with the intention of using them as fire stations serving the residents of the District.

WHEREAS, both parties desire to memorialize certain rights of maintenance and access to portions of Parcel A.

Agreement

NOW, THEREFORE, in consideration of the good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Article 1

Municipal Grant

Section 1.1. Grant of Parcels A and B.

The City hereby grants and conveys to the District Parcels A and B described on Exhibit A. The conveyance is of two parcels of real property, associated improvements, fixtures and equipment owned by City and currently used by District for the provision of fire suppression services. Parcel A is generally known as Station 81 and is located at 255 S. 100 W., Bountiful, UT. Parcel B is generally known as Station 84 and is located at 1995 Bountiful Boulevard, Bountiful, UT. Except as provided in this Agreement, District agrees to accept the parcels in "AS IS" condition with respect to physical condition of the improvements, fixtures and equipment, required maintenance and environmental conditions and impairment whether latent or apparent arising after the date the operation of the facilities was assumed by the Agency and/or the District.

City agrees to indemnify, defend, and hold District harmless from and against all claims, damages, costs, expenses, attorney's fees, and liability arising out of, related to, or connected with the environmental condition of Parcels A and B known and associated with City's use of Parcels A and B prior to the date operation of the facilities was assumed by the Agency or District. City assumes sole responsibility for the environmental condition of Parcels A and B, associated with City's use of Parcels A and B prior to the date operation of the facilities was assumed by Agency or District, including but not limited to all discharges or releases of any kind, demolition, cleanup, removal or restoration of Parcels A and B.

District agrees to continue to staff and operate the Fire Stations located on Parcels A and B in accordance with standards adopted and approved by the Governing Board of the District.

Section 1.2. Provisions applicable to Parcel A.

With respect to Parcel A, City and District agree to the following restrictions and provisions regarding the use of the property. City agrees to designate a parking stall meeting all requirements for disabled parking use on City retained property immediately north of the fire station that is immediately adjacent to the fire station and make it available for use by patrons of the fire station so long as the property is used as a fire station. The location of the designated parking stall is shown on Exhibit "B".

District agrees to allow City such reasonable access to the property conveyed by City to District that is located immediately east of the fire station as is necessary to access, maintain, repair or replace electrical and water service for the operation of City's tennis courts. City shall, at its sole cost, repair damage caused to the District's property by such maintenance, repair or replacement operations.

Each party agrees to maintain its property so as to not impair the ability of the other party to operate its property or perform the functions for which the property and improvements were intended.

Article II

Provisions Applicable to Municipal Grants of Parcels A and B.

Section 2.1. Closing.

This transaction shall be closed on or before September 31, 2016. Closing shall occur when District and City have (a) signed and delivered to each other all documents required by this contract and by applicable law.

Section 2.2. Possession.

District and City acknowledge that City has previously delivered possession of Parcels A and B to District.

Section 2.3. Title to Property and Title Insurance.

City has fee title to Parcels A and B and agrees to convey such title to District by Special Warranty Deed, free of encumbrances.

Section 2.4. City Disclosures.

No later than September 21, 2016 City will deliver to District copies of any surveys relating to the Parcels; and (d) environmental assessments, reports, site plans, or other documents relating to any of the Parcels as may exist which may materially affect the District's interest in the Parcels.

Section 2.5. District Undertakings.

District may undertake the following: (a) ordering and obtaining surveys of the Parcels; (b) environmental studies of the Parcels; (c) physical inspections of the Parcels; (d) reports on compliance with all applicable federal, state, and local law, ordinances and regulations with regard to zoning and permissible uses of the Parcels. City agrees to cooperate fully with District's completing these matters.

Section 2.6. City Warranty

City warrants, that at closing, City has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the Parcels which arose prior to the parcels being operated by the Agency and which has not been resolved.

Section 2.7. Reversion of Property to City

Upon dissolution of the District or when Parcel A or B is no longer used as a fire station, or for another public purpose, or the proceeds from a disposition of such fire station are not used for a public purpose, meaning the purchase or development of another fire station, fire facility or facility for the operation of fire and emergency response services, then the parcel shall immediately, and without necessity for any further action on City's part, revert to and revest in the City; and District shall lose and forfeit all of its right, title, and interest in and to the whole parcel of the property and to improvements and fixtures on it.. District agrees cooperate in providing the necessary documents or assistance to transfer title back to City under this Section 2.7. Any parcels transferred back to City shall be free from encumbrances. Except for sales of the Parcels the proceeds from which are to be used for a public purchase as defined above, District shall not offer the Parcels for sale without written consent from City with all proceeds promptly paid to City.

Article III

Miscellaneous Provisions

Section 3.1. Binding Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the successors and assign of the respective parties hereto.

Section 3.2. Captions.

The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof.

Section 3.3. Counterparts

This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

Section 3.4. Severability.

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no

way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 3.5. Indemnification

The Parties are governmental entities under the "Utah Governmental Immunity Act" (Utah Code Ann. Sec. 63G-7-101, et seq.) (The "Act"). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, official, or employees. The parties do not waive any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. Each of the parties shall defend, indemnify, save and hold the other parties harmless, including the elected and appointed officers and employees of the other parties, from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from the indemnifying party's performance of its obligations hereunder except where such demands, claims, actions or proceeding result from the negligence or misconduct of the other party or parties, their elected or appointed officers or employees.

Section 3.6. Waiver of Breach.

No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

Section 3.7. Exclusive Remedies.

The remedies of the parties specified herein shall be exclusive. Neither party shall any other right, remedy or priority whatsoever.

Section 3.8. Amendment.

This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

Section 3.9. Interpretation.

This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and City and District have had substantive input regarding the various provisions of this

Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

Section 3.10. Notice.

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

City: Bountiful City
Attn: City Manager
Bountiful City Hall
790 S. 100 E.
Bountiful, UT 84010

Copy to: Bountiful City
Attn: City Attorney
790 S. 100 E.
Bountiful, UT 84010

District: South Davis Metro Fire Service Area
Attn: Chair, Board of Trustees
255 S. 100 W.
Bountiful, UT 84010

Copy to: South Davis Metro Fire Service Area
Attn: Fire Chief
255 S. 100 W.
Bountiful, UT 84010

Section 3.11. Time of Essence.

Time is of the essence in this Agreement.

Section 3.12. Survival.

All of the parties' respective representations, covenants and warranties and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive the Closing and Delivery of any deeds contemplated herein.

Section 3.13. Exhibits and Recitals.

All exhibits annexed to this Agreement and Recitals included herein are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

Section 3.14. Separate Legal Entity.

This Agreement does not create a separate legal entity.

Section 3.15. No Interlocal Entity.

The parties agree that they do not by this Agreement create an interlocal entity.

Section 3.16. Integration.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

Section 3.17. Financing Joint Cooperative Undertaking and Establishing Budget.

There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

Section 3.18. Dispute Resolution and Attorney's Fees.

The parties agree that should a dispute arise regarding their rights and obligations under this Agreement or interpretation of this Agreement, the parties shall in good faith attempt to resolve their issues amicably. In the event they are unable to resolve their disputed issues the parties may, but are not required to submit to non-binding mediation. In the event the dispute leads to litigation, the succeeding party shall be entitled to court costs and reasonable attorney's fees.

Section 3.19. Approval by Attorney.

This Agreement shall be submitted to the Attorney for City and legal counsel for the District for approval in accordance with the Utah Interlocal Cooperation Act. § 11-13-202.5.

Section 3.20. Ratification.

This Agreement shall be approved by City and District through appropriate action, in accordance with the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-202.5.

Section 3.21. Third Parties.

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board or entity, other than the Parties hereto and their successors, any right or remedies under this Agreement, as a third-party beneficiary or otherwise.

Section 3.22. Copies.

Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. §11-13-209.

IN WITNESS WHEREOF, CITY, by Resolution of its municipal Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its Recorder, and DISTRICT by Resolution duly adopted by its Board of Trustees, a certified copy of which is attached hereto, caused this Agreement to be signed by its Chief Executive Officer and attested by its Clerk. This Agreement shall become effective on the date the Parties affix their signatures hereto.

BOUNTIFUL CITY

By: _____

Date: _____

ATTEST:

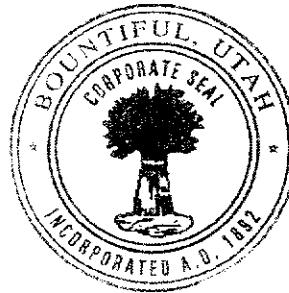
By: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Date: _____



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SOUTH DAVIS METRO FIRE SERVICE
AREA

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____

Date: _____

Parcel A– Legal Description

Legal Description for Fire Station #1 (255 S 100 W)

The West 1/2 of Lot 2, together with a portion the East 1/2 of Lot 2 and a portion of Lot 3, Block 17, Plat A, Bountiful Townsite Survey described as a whole as follows:

Beginning at the southeast corner of said Lot 2, thence along south line of said Block 17 S89°49'54"W 260.80 ft. to the Southwest corner of said Block 17; thence along the west line of said Block 17 N0°02'00"W 329.42 ft. to the northwest corner of said Block 17; thence along north line of said block 17 N89°32'53"E 85.76 ft.; thence S0°00'42"E 136.31 ft; thence S89°56'22"E 61.23 ft.; thence S0°01'07"E 42.12 ft; thence S89°51'47"E 113.59 ft to the east line of said Lot 2; thence along said east line S0°8'23"E 150.57 ft. to the point of beginning.

Containing 1.32 acres.

Parcel A- Aerial Photograph



Parcel B-- Legal Description

Legal Description for Fire Station #2 (Bountiful Blvd Station)

Beginning at a point on the Southeasterly right-of-way line of Bountiful Boulevard as amended, which is South 1392.42 feet and East 1584.59 feet from the N.W. corner of Section 33, T 2 N, R 1 E, SLB &M; thence running S 44° 44' 22" E 81.00 feet; thence S 45° 15' 38" W 166.06 feet to a point on the northerly line of Cave Hollow Way; thence along said line Northwesterly 43.24 feet along a 116.39 foot radius curve to the right through a central angle of 21° 17' 03" (radius point bears N 23° 58' 35" E); thence N 44° 44' 22" W 13.75 feet to the point of tangency of a 25.00 foot radius curve to the right; thence Northwesterly along said curve 39.27 feet through a central angle of 90° 00' 00" to a point on the east line of said Bountiful Boulevard; thence N 45° 15' 38" E along said line 149.00 feet to the point of beginning.

Containing 0.318 Acres



SOUTH DAVIS METRO FIRE SERVICE AREA

June 20, 2016

The South Davis Metro Fire Service Area Board of Fire Commissioners meeting was held on June 20, 2016 at 5:00 p.m. at the South Davis Metro Fire Service Area Station #81, 255 South 100 West, Bountiful, Utah.

Conducting: Commissioner Paul Cutler

BOARD MEMBERS PRESENT:

Paul Cutler
Leonard Arave

Bret Millburn
Kenneth Romney

BOARD MEMBERS EXCUSED:

Randy Lewis

Rick Earnshaw

STAFF PRESENT:

Jeff Bassett, Fire Chief
Dave Powers, Deputy Chief
Ben Bailey, CPA

Dane Stone, Deputy Chief
Karl Hendrickson, Attorney
Karen Cox, Recording Secretary

VISITORS:

Battalion Chief Steve Moss, South Davis Metro Fire Agency.

Commissioner Cutler stated that this was a regularly scheduled meeting and a notice of time, place, and agenda had been sent to the newspaper and to each member of the Board prior to the meeting.

APPROVAL OF THE MINUTES OF May 16, 2016:

The Board reviewed the minutes of the Board meeting held on May 16, 2016. Commissioner Arave moved to approve the minutes as amended with Commissioner Millburn seconding the motion. All voted in favor.

FIRE CHIEF'S MONTHLY INCIDENT REPORT:

Chief Bassett reposted that Mr, Gary Uresk has been appointed as the Chair for the Administrative Committee.

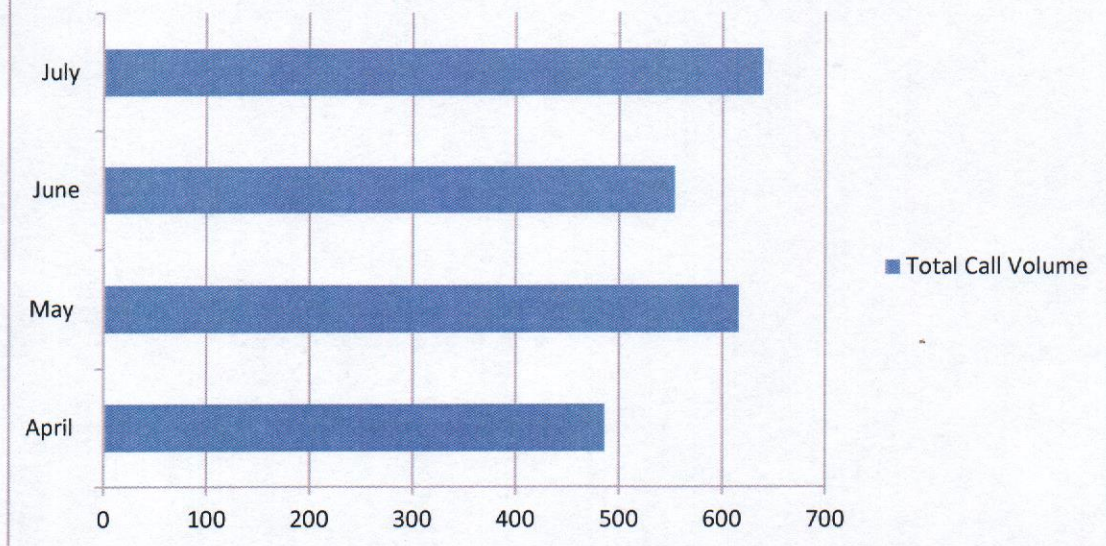
ADJOURNMENT:

There being no further business before the Board, at 5:52 p.m. Commissioner Millburn moved the Board meeting be adjourned with Commissioner Romney seconding the motion. All voted in favor.

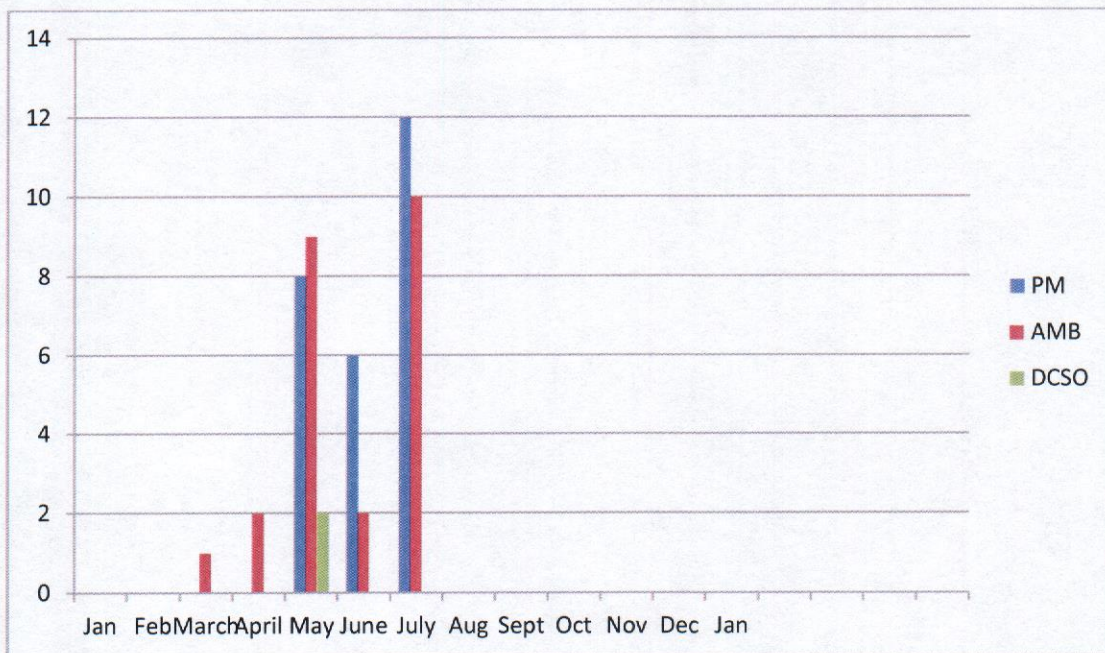
Commissioner Paul Cutler

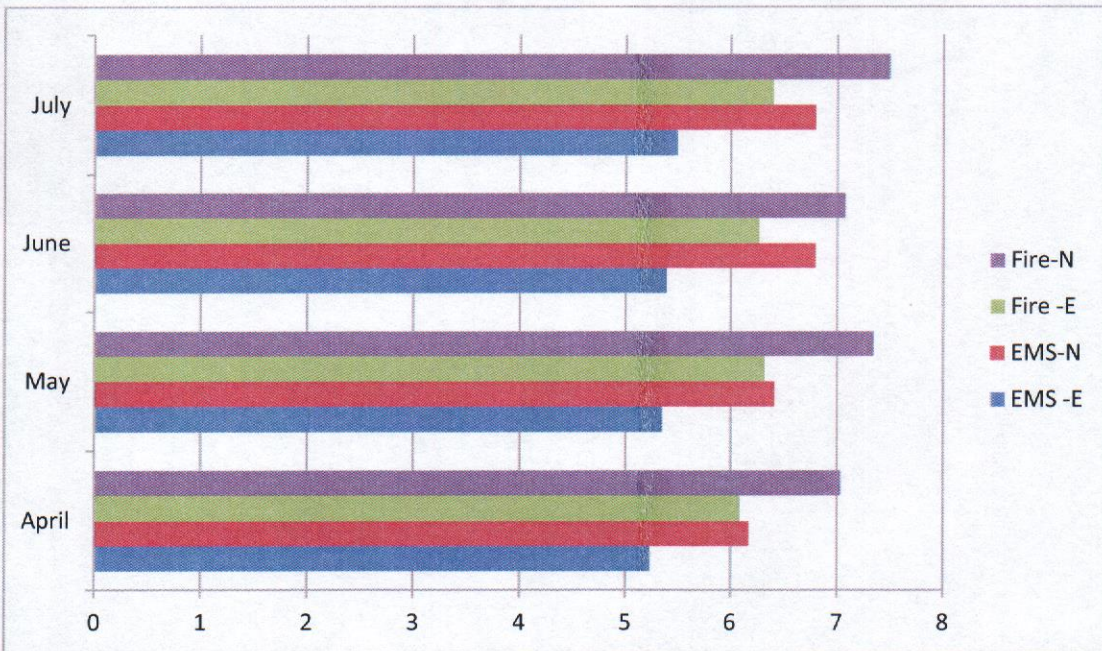
Commissioner Randy Lewis, Secretary

2016 Total Call Volume



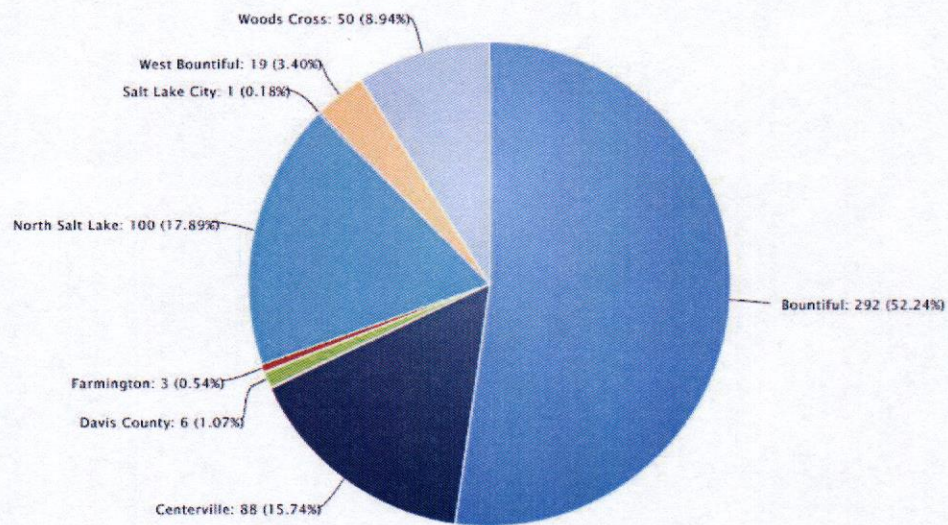
Number of times we are at risk. Out of paramedics, ambulances and how many incidents DCSO handled.



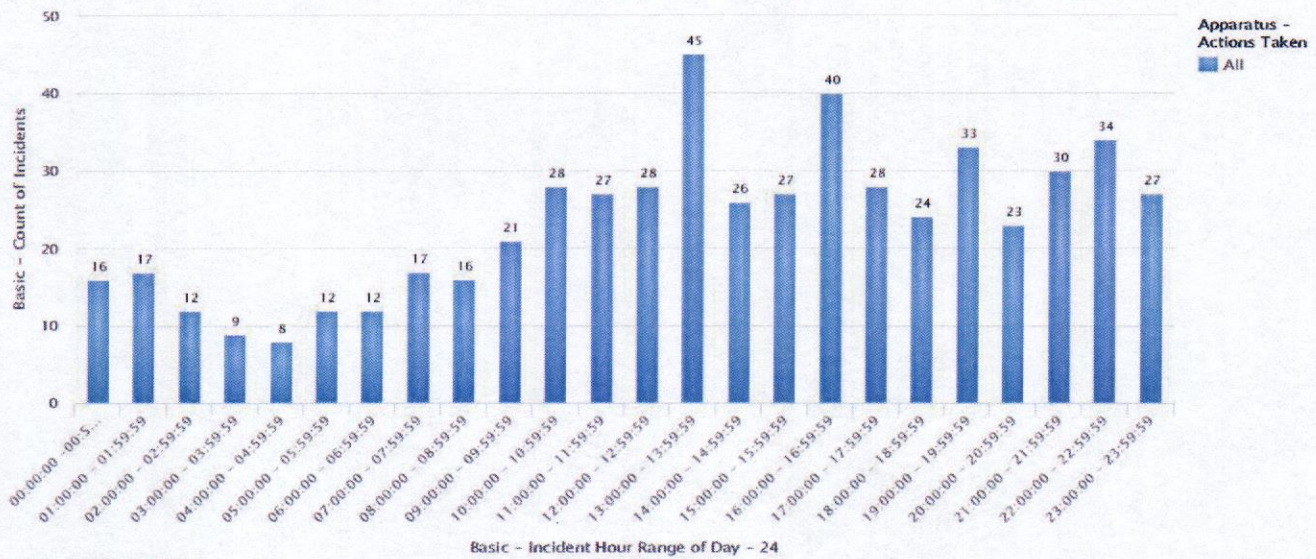


Response Times 2016

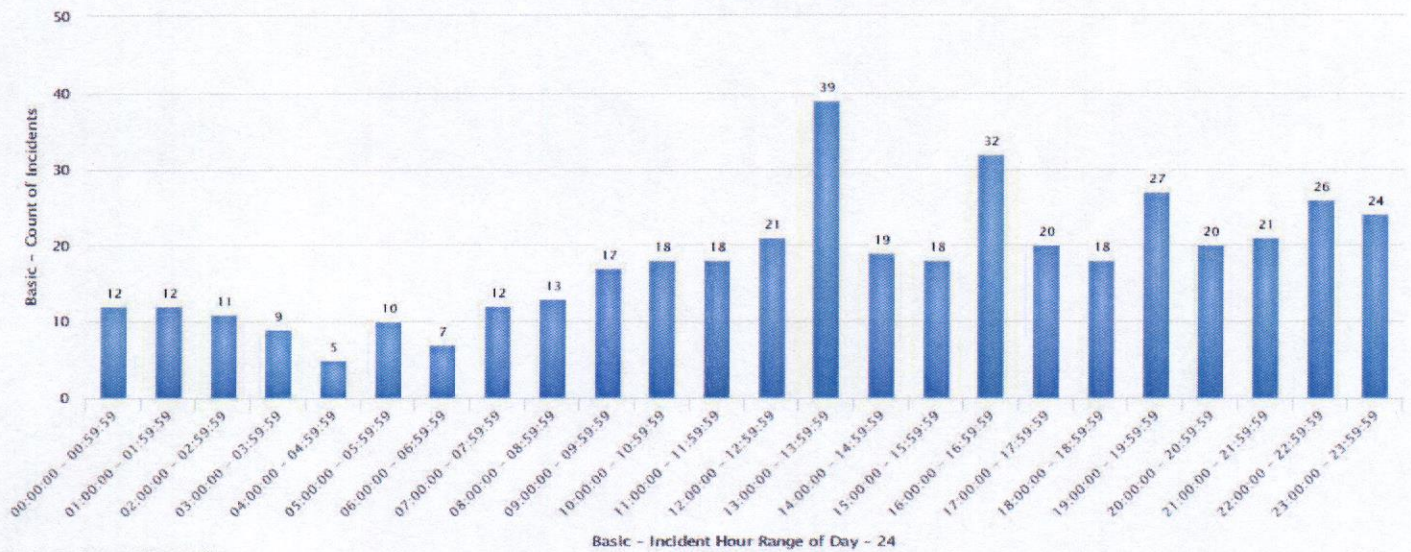
Call percent by district



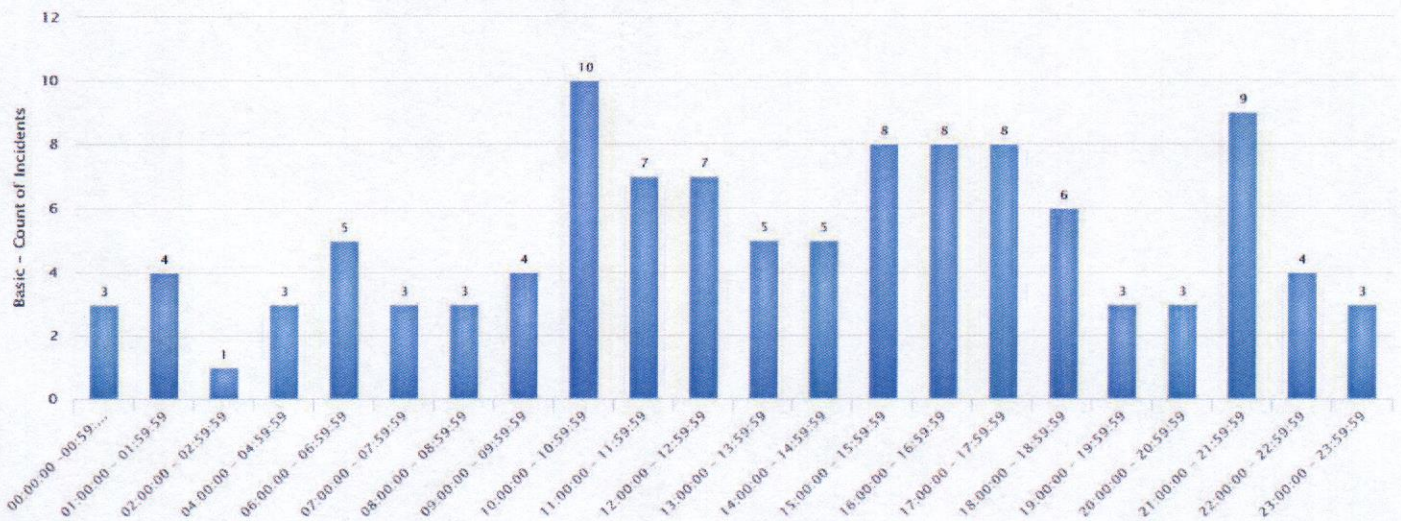
Calls by Time of Day All



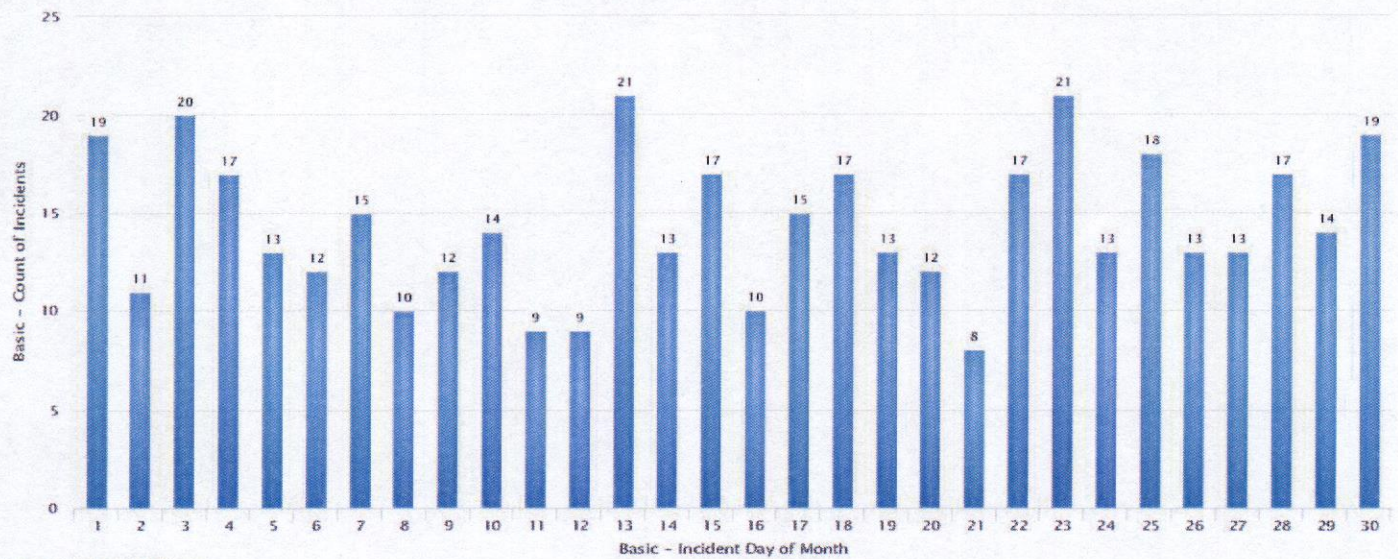
Calls by time of day EMS



Calls by time of day FIRE



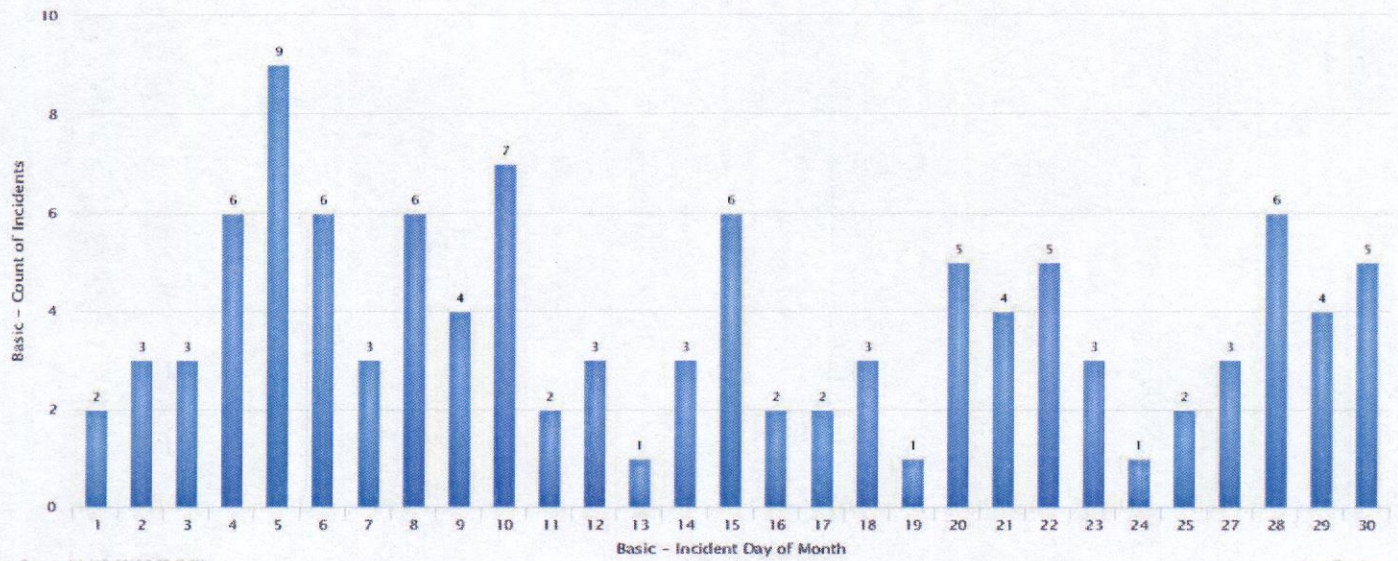
Day of Month Medical



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Day of Month Fire



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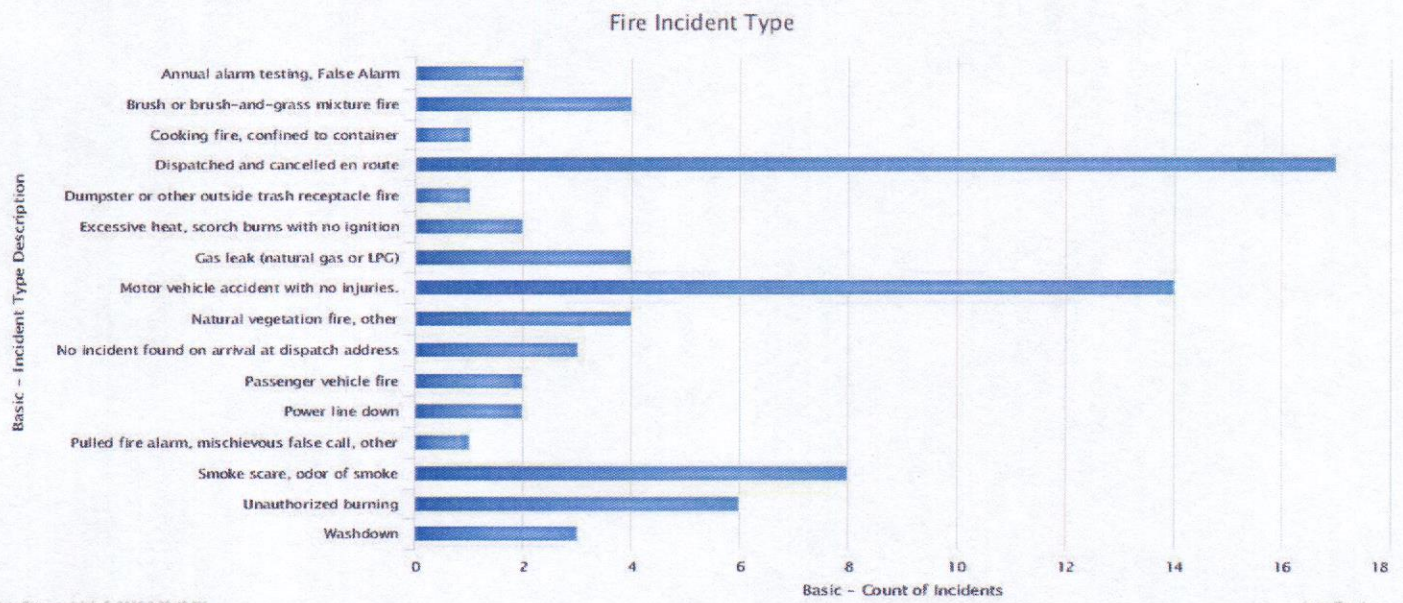
ImageTrend.com

Response Mode To Scene (E02.20)	Lights and Sirens	No Lights and Sirens
Month (E05.04)		
July	5.5	6.8

EMS response (EMS data)

EMS response (EMS data)

Response Mode To Scene (E02.20)	Lights and Sirens	No Lights and Sirens
Month (E05.04)		
June	5.4	6.8

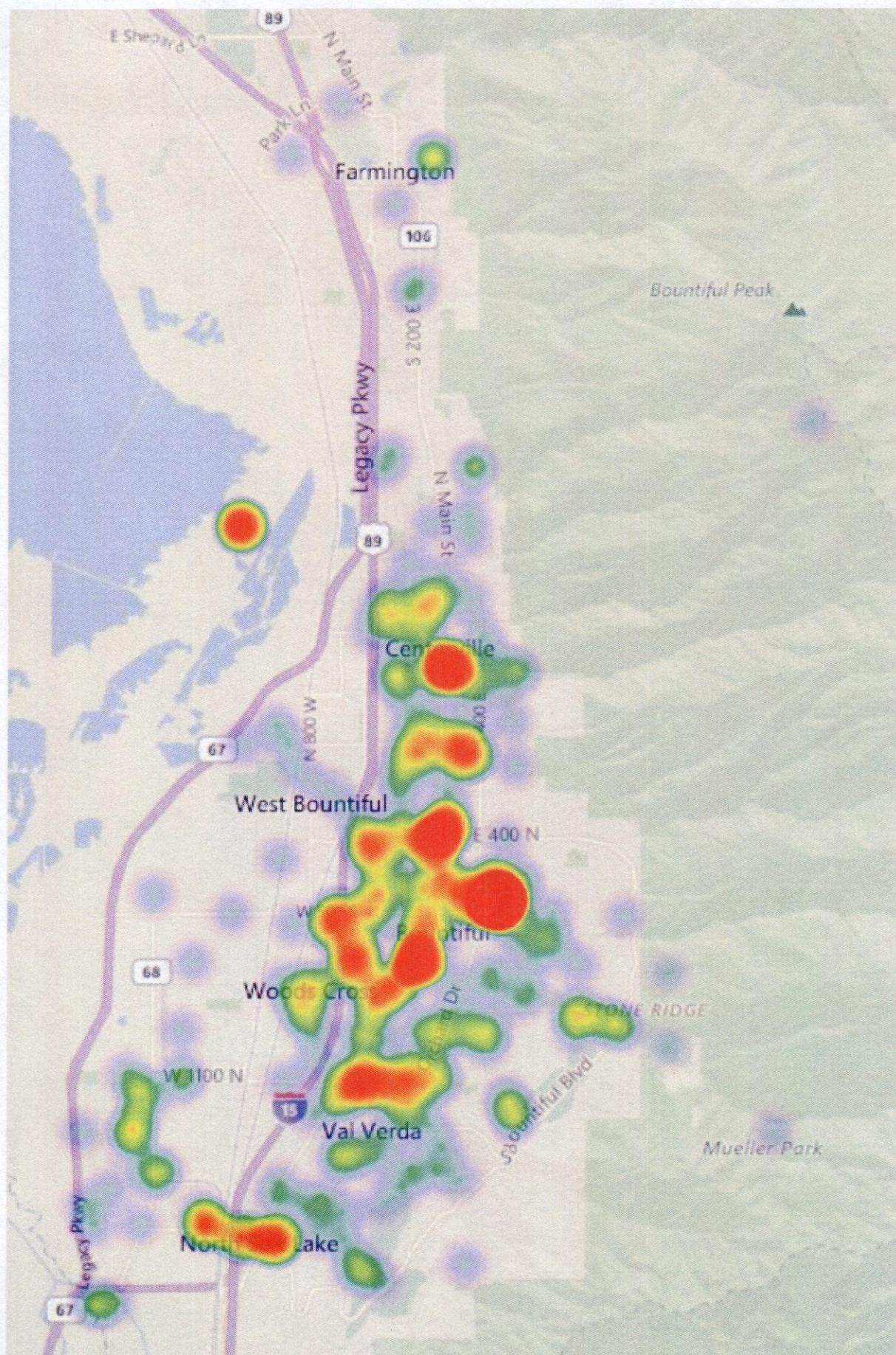


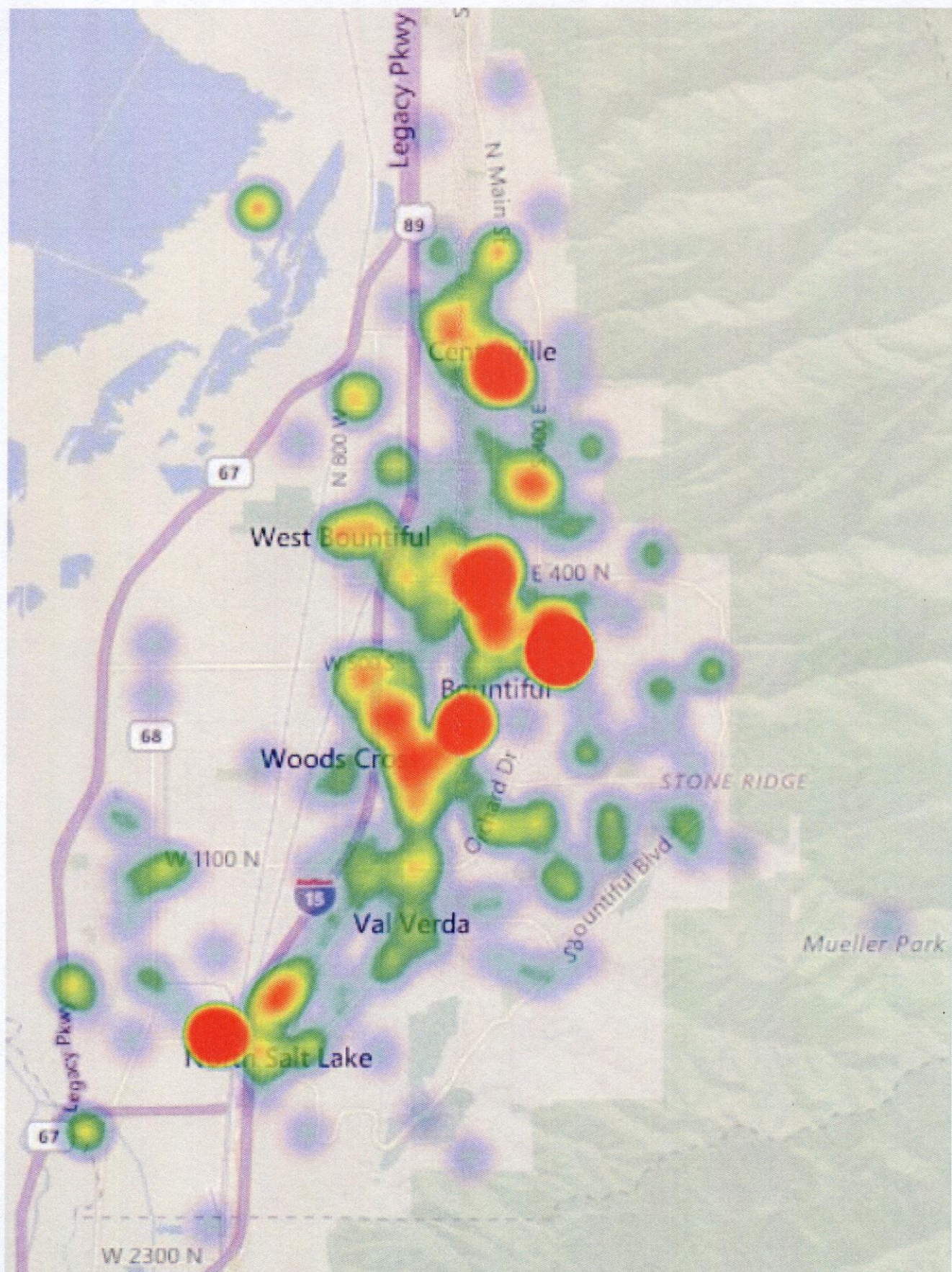
Fire Response

Basic - Response Mode to Scene	Emergency	Non-Emergency
Basic - Incident Month		
July	00:06:40	00:07:50

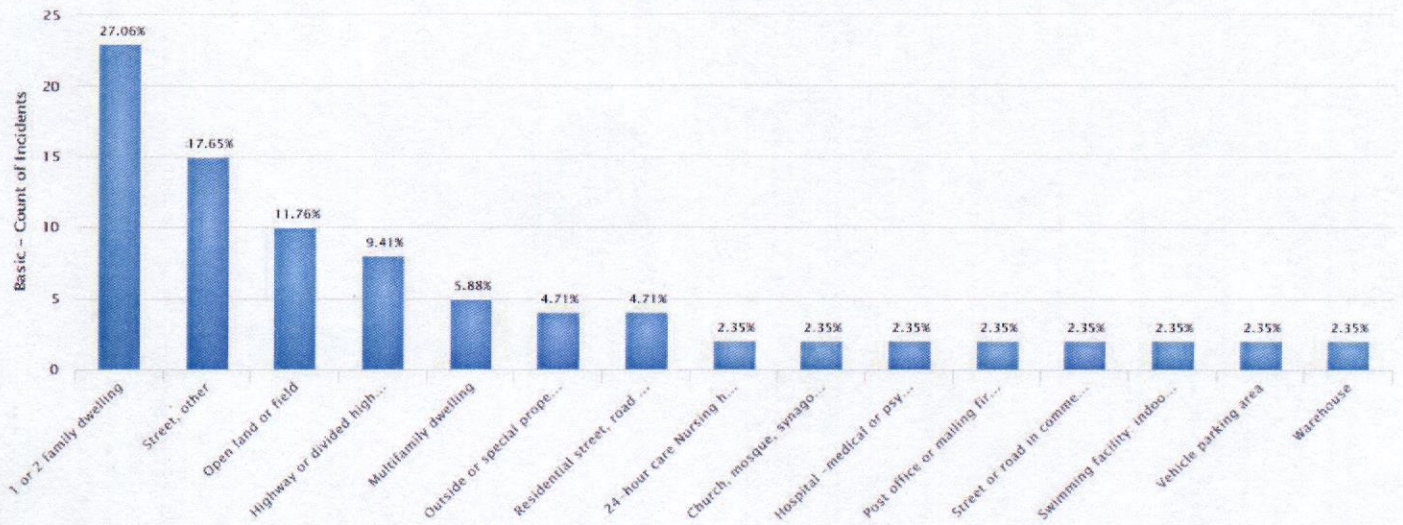
Fire Response

Basic - Response Mode to Scene	Emergency	Non-Emergency
Basic - Incident Month		
June	00:06:27	00:07:08

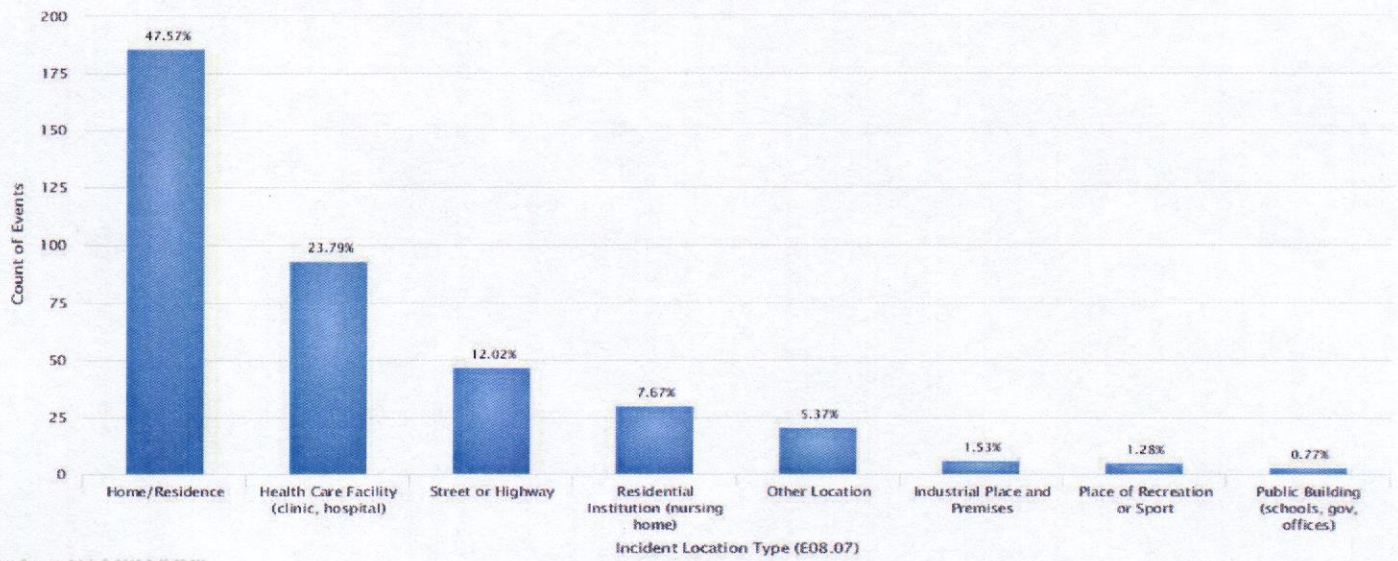




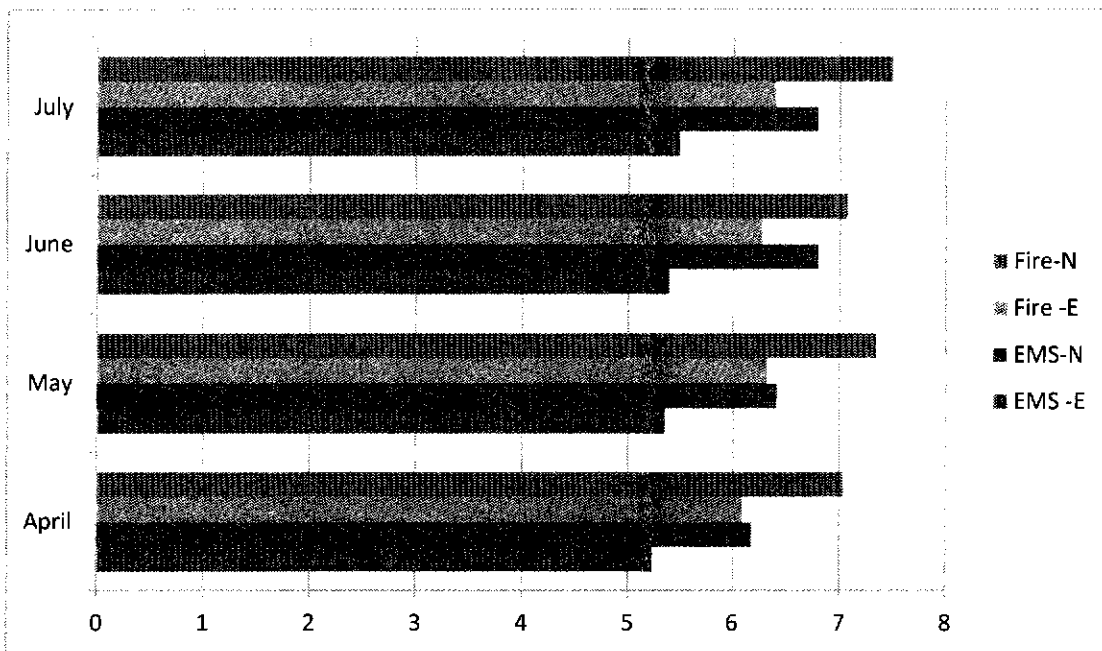
property use Fire



Property Use Medical

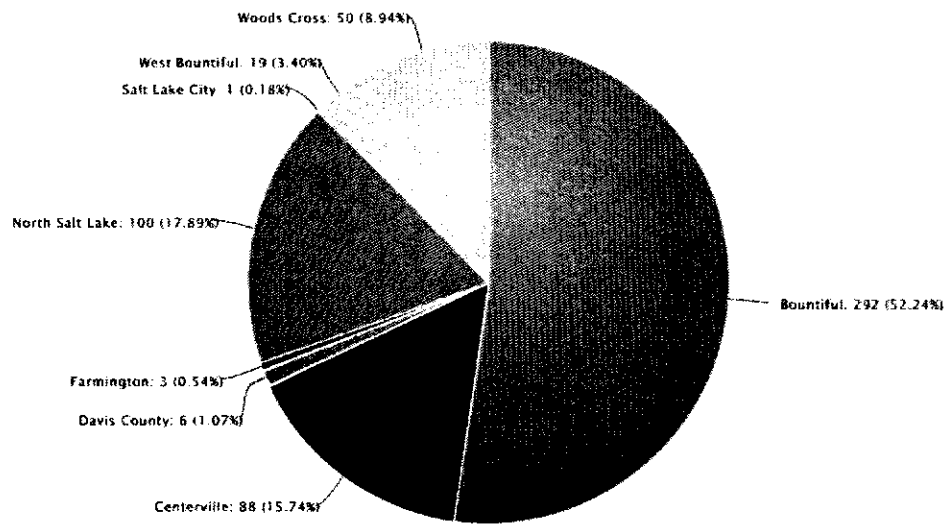


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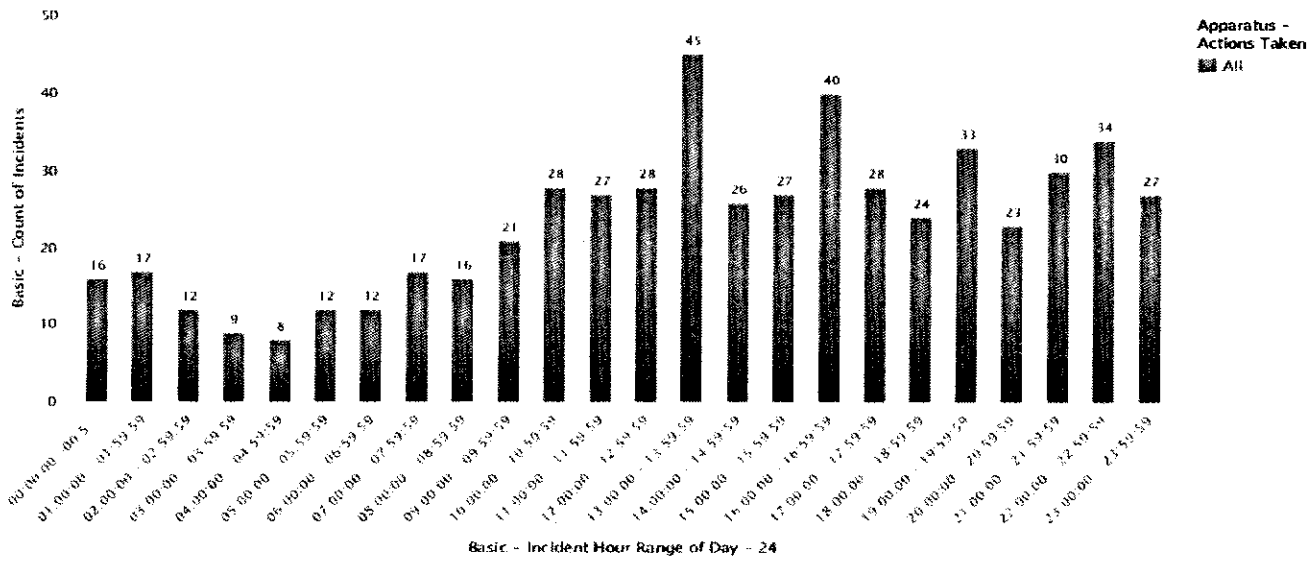


Response Times 2016

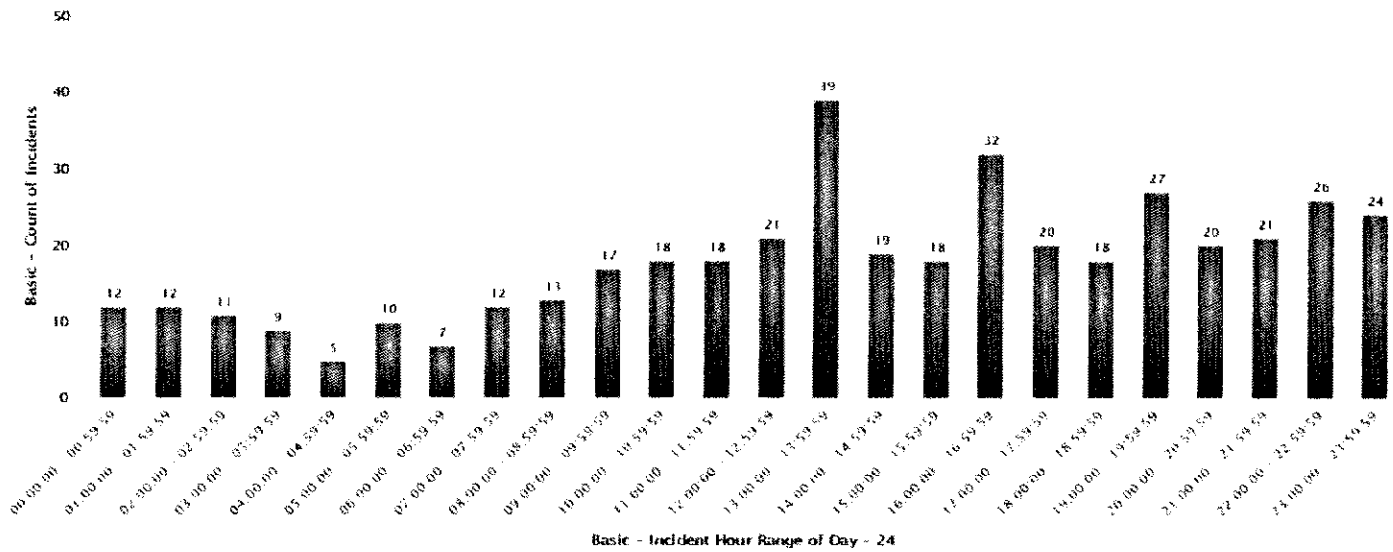
Call percent by district



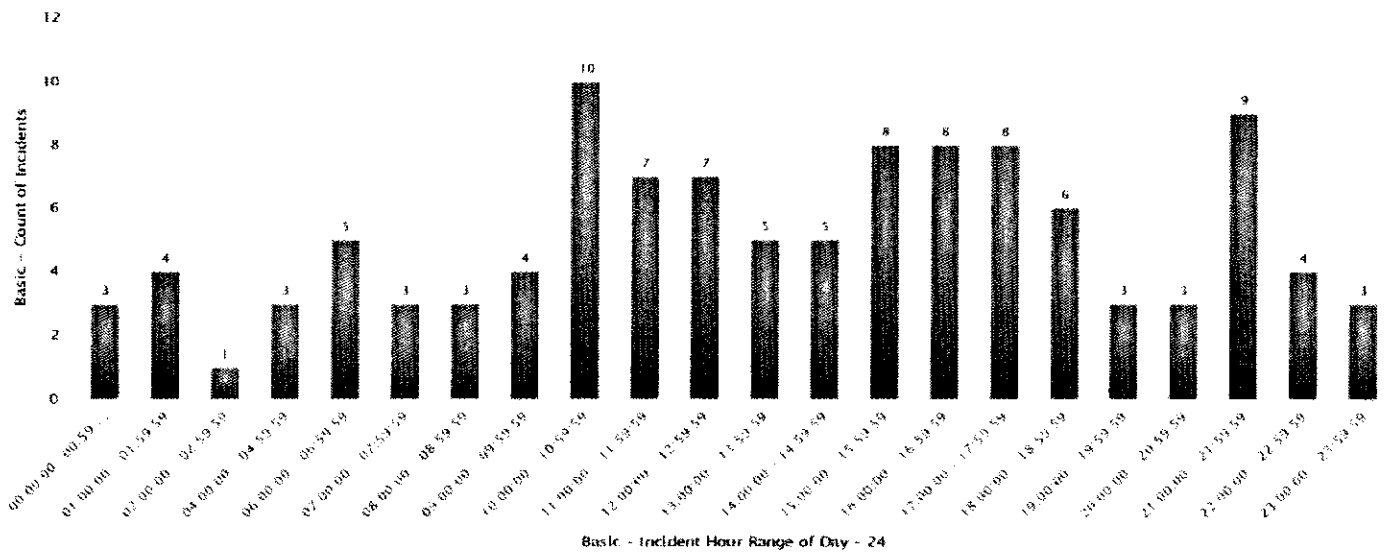
Calls by Time of Day All



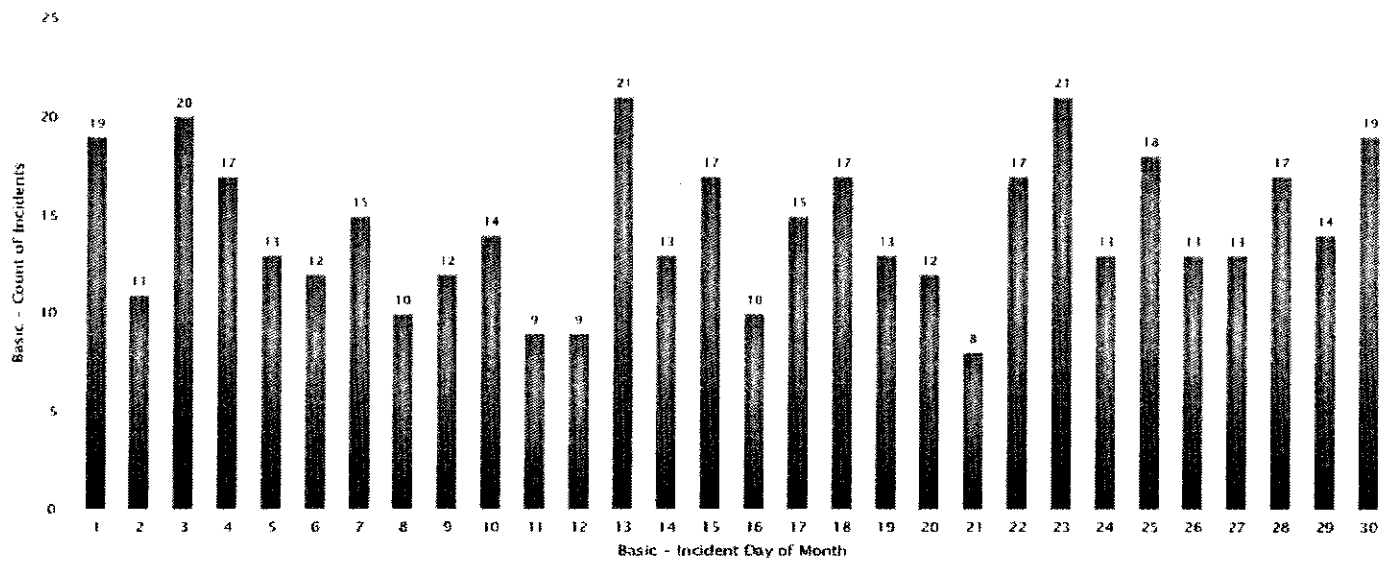
Calls by time of day EMS



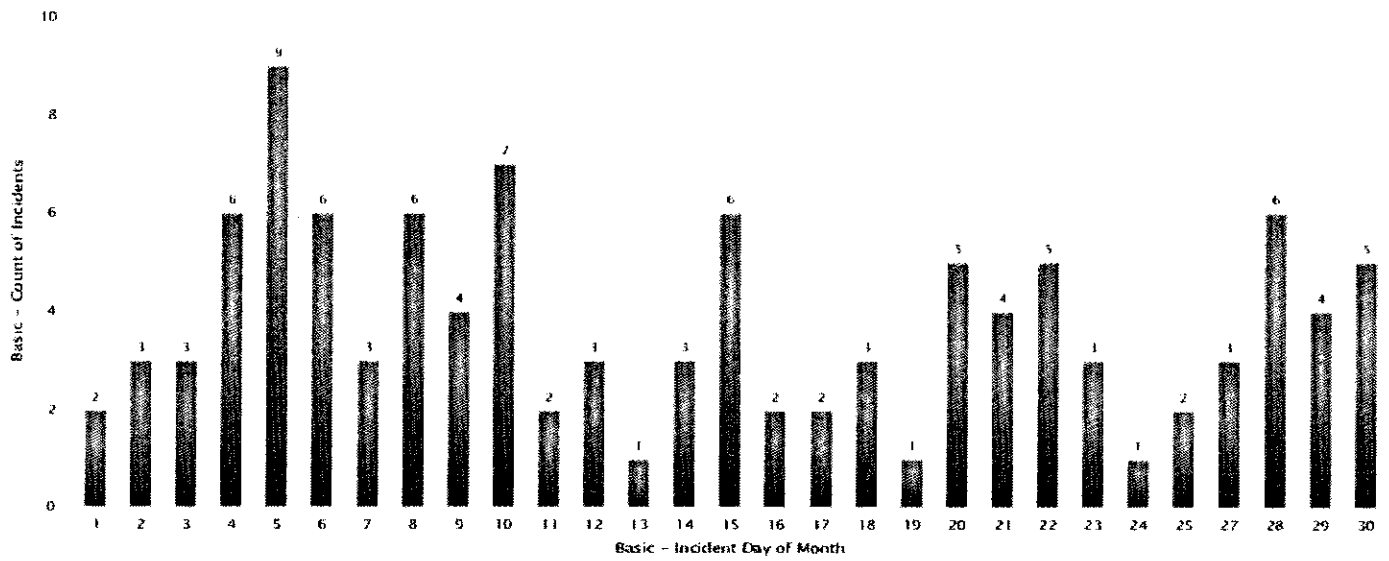
Calls by time of day FIRE



Day of Month Medical



Day of Month Fire



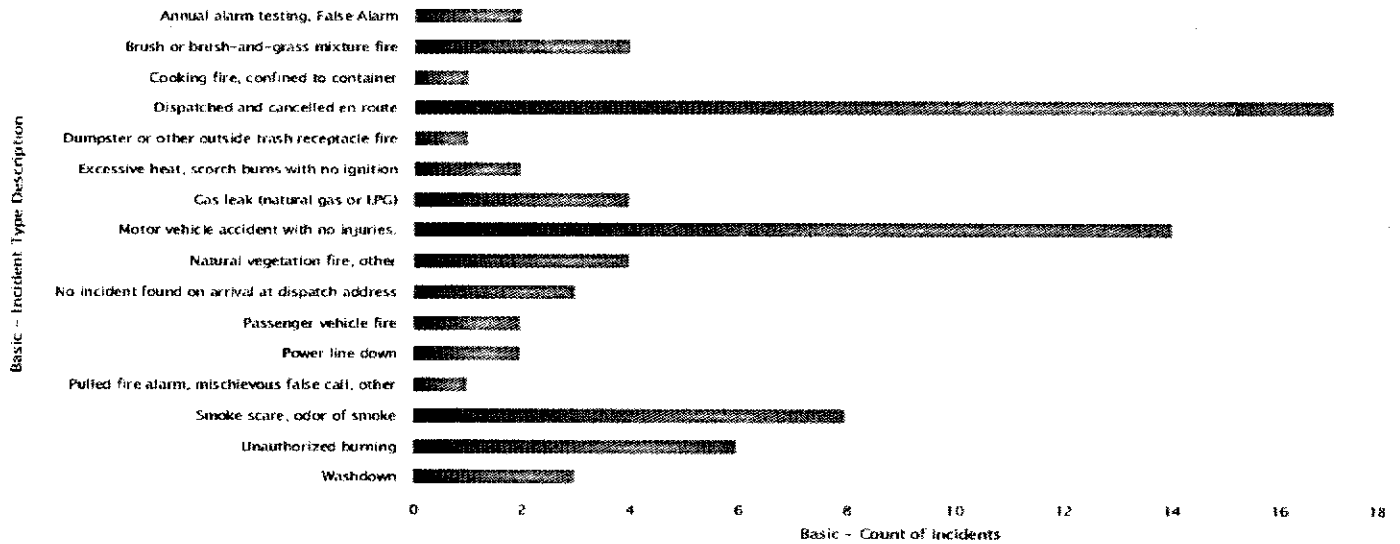
Response Mode To Scene (E02.20)	Lights and Sirens	No Lights and Sirens
Month (E05.04)		
July	5.5	6.8

EMS response (EMS data)

EMS response (EMS data)

Response Mode To Scene (E02.20)	Lights and Sirens	No Lights and Sirens
Month (E05.04)		
June	5.4	6.8

Fire Incident Type



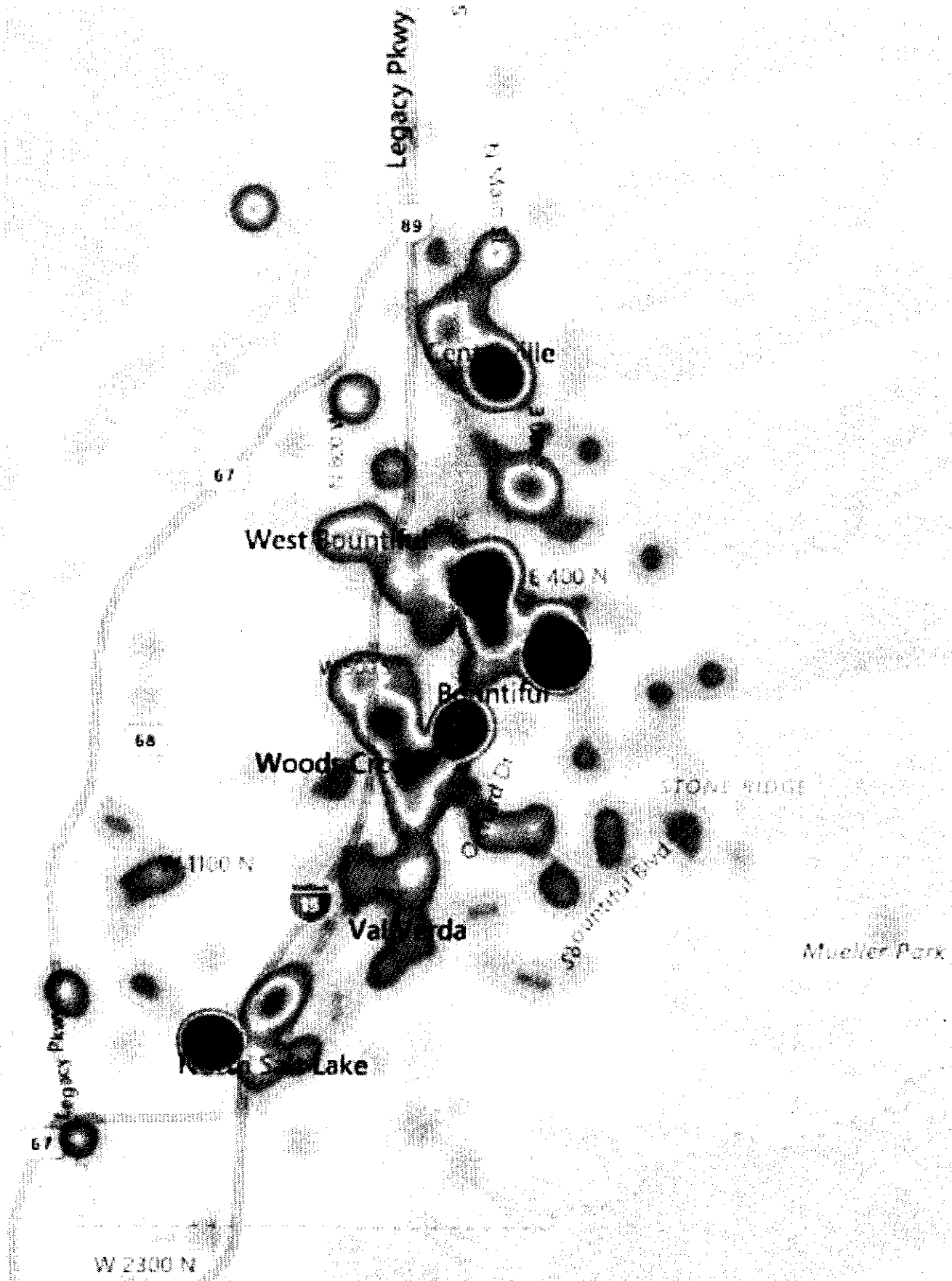
Fire Response

Basic - Response Mode to Scene	Emergency	Non-Emergency
Basic - Incident Month		
July	00:06:40	00:07:50

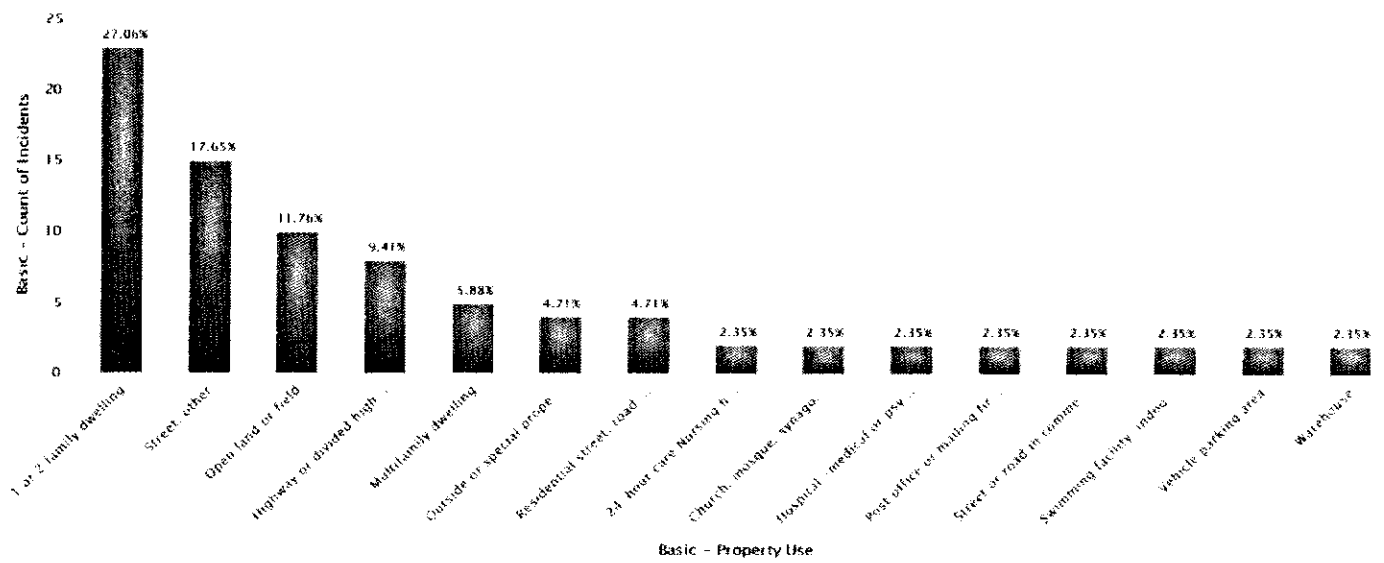
Fire Response

Basic - Response Mode to Scene	Emergency	Non-Emergency
Basic - Incident Month		
June	00 06 27	00 07 08

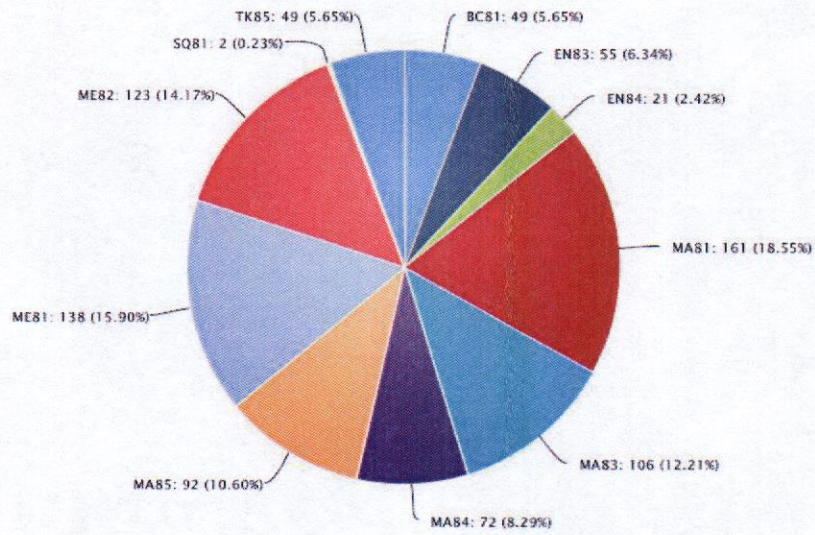




property use Fire



Response by unit



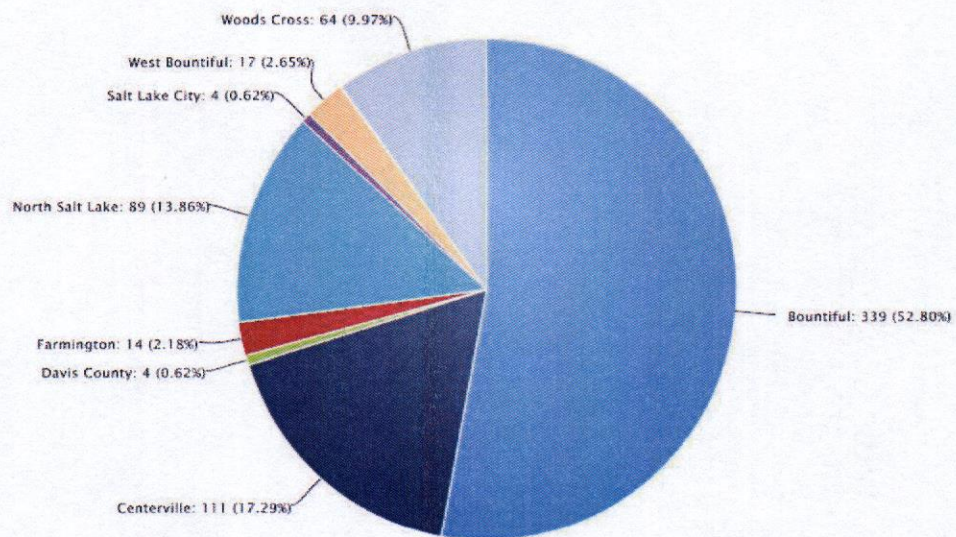
Total Calls

Basic - Incident Year	2016
Basic - Incident Month	
April	486
May	616
June	554
July	639
August	21

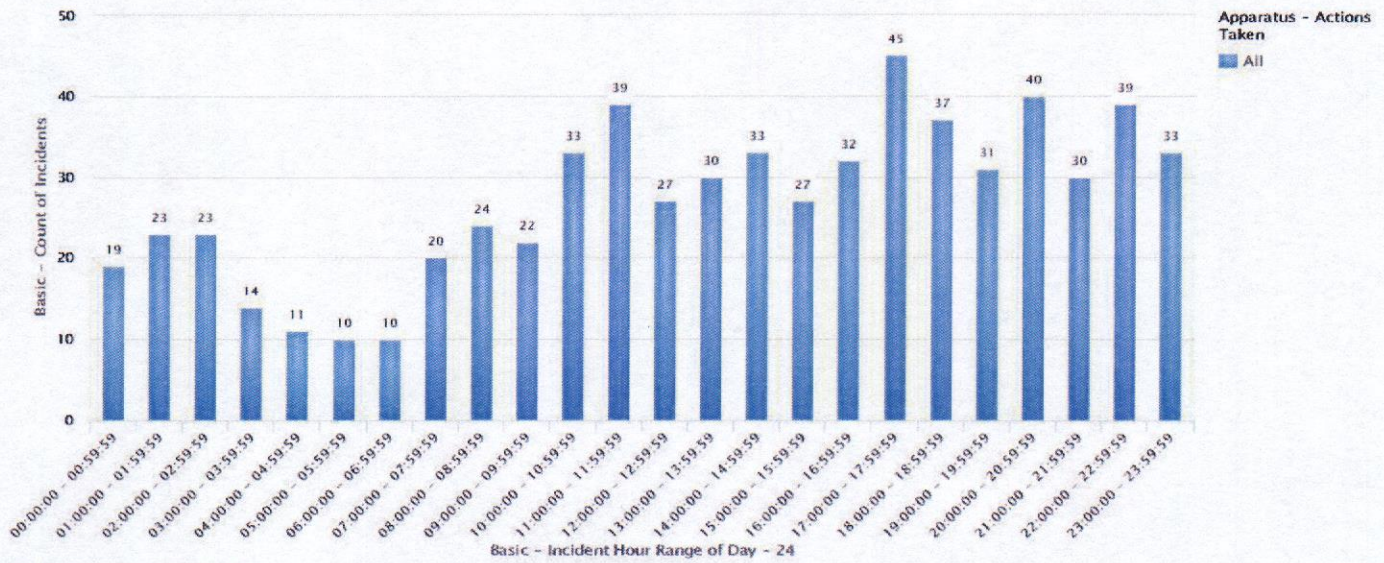
Total Calls

Basic - Incident Year	2016
Basic - Incident Month	
April	486
May	616
June	554
July	71

Call percent by district



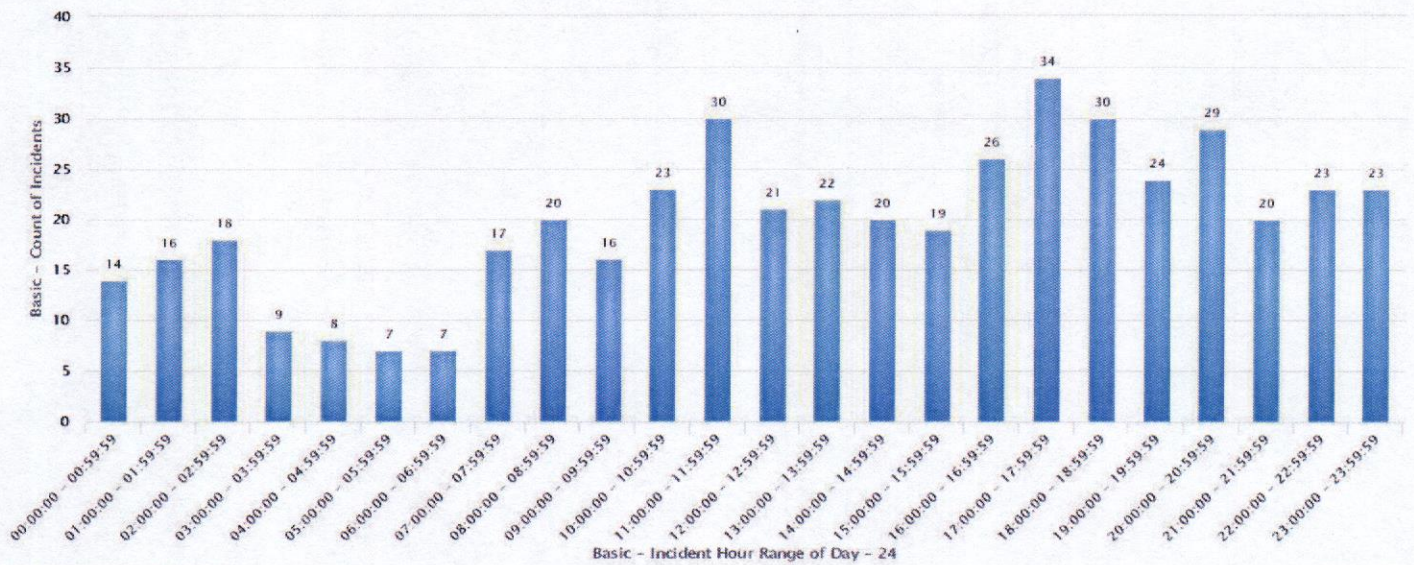
Calls by Time of Day All



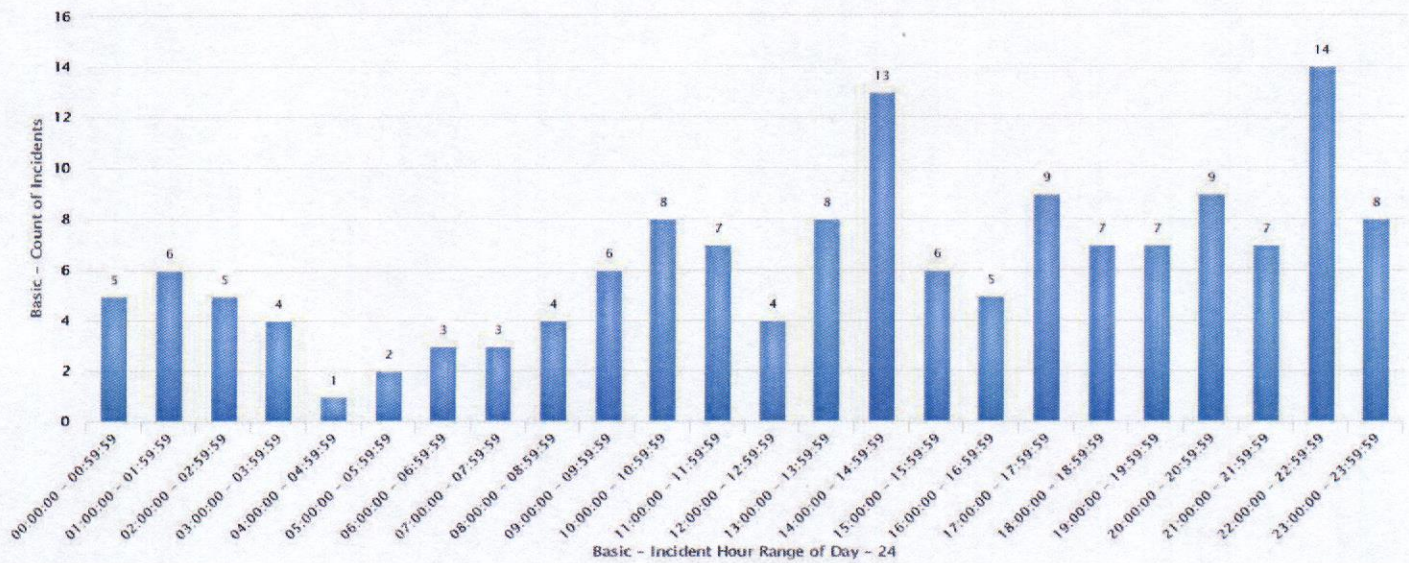
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ImageTrend.com

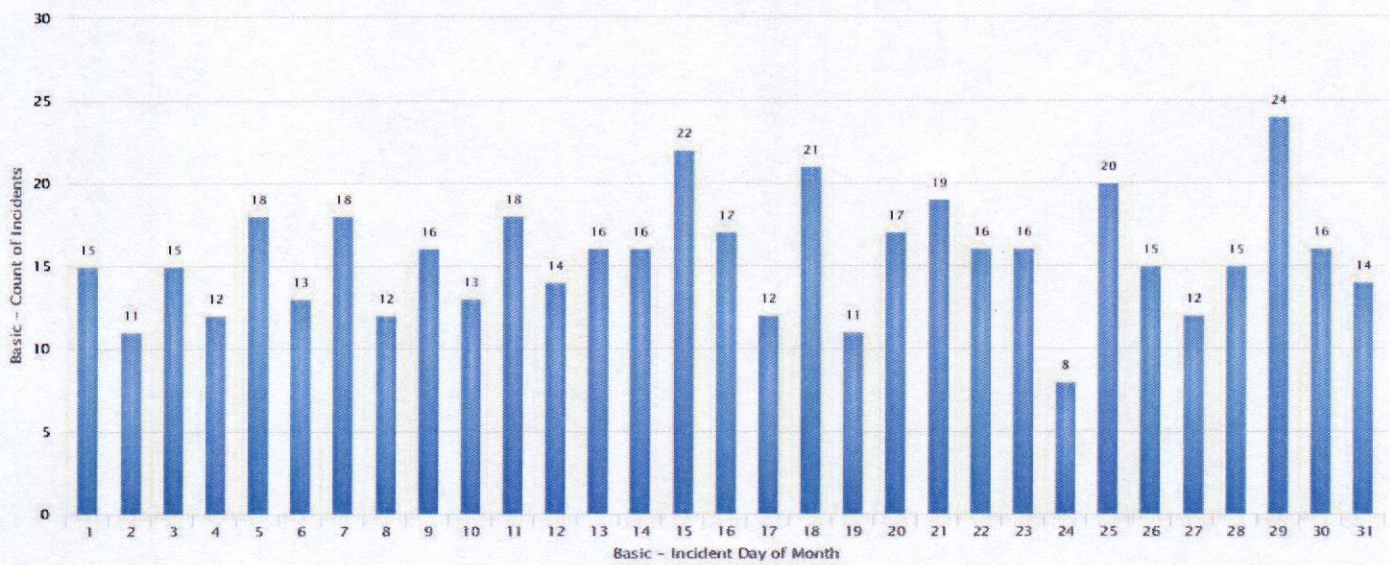
Calls by time of day EMS



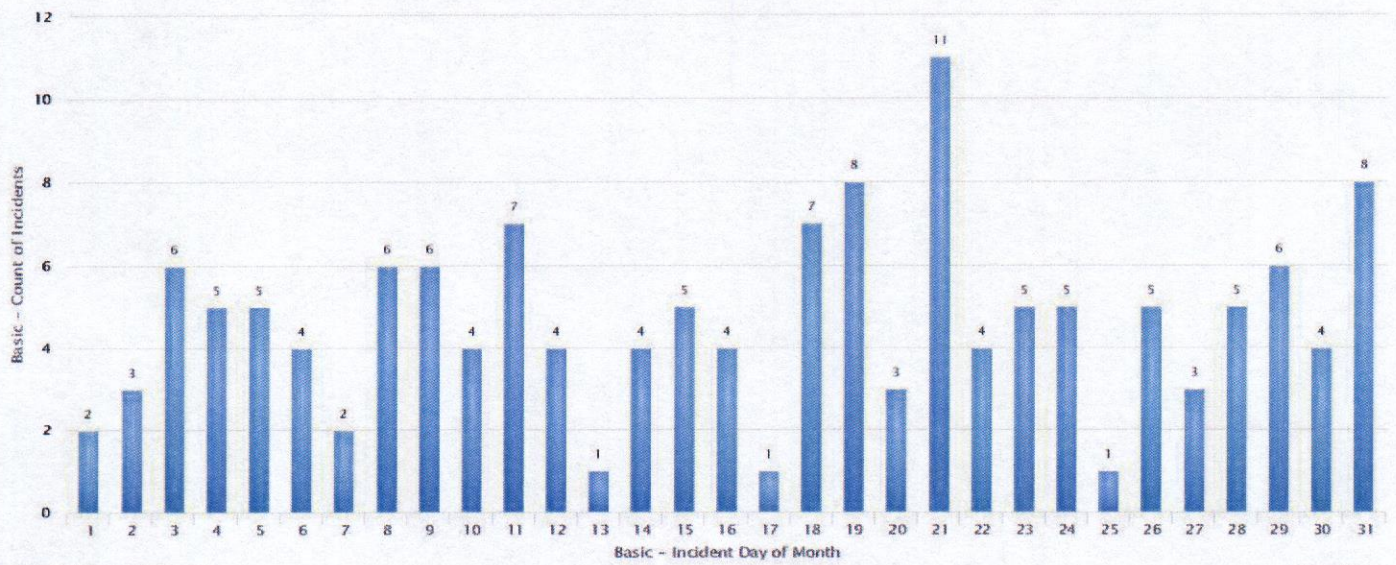
Calls by time of day FIRE



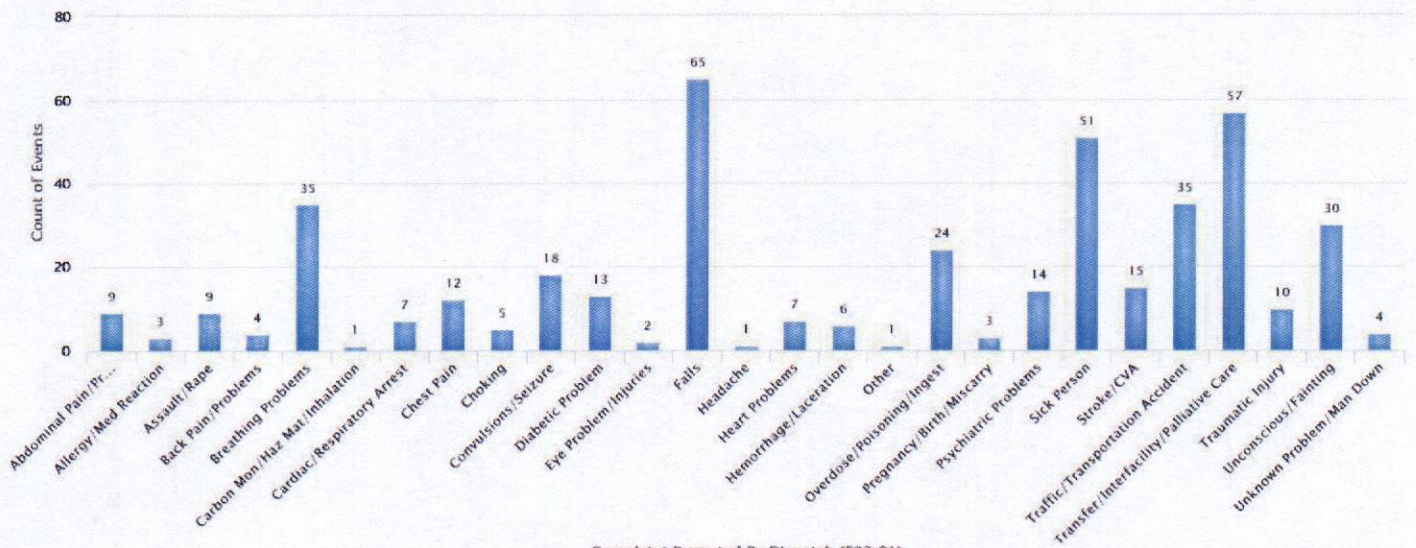
Day of Month Medical



Day of Month Fire



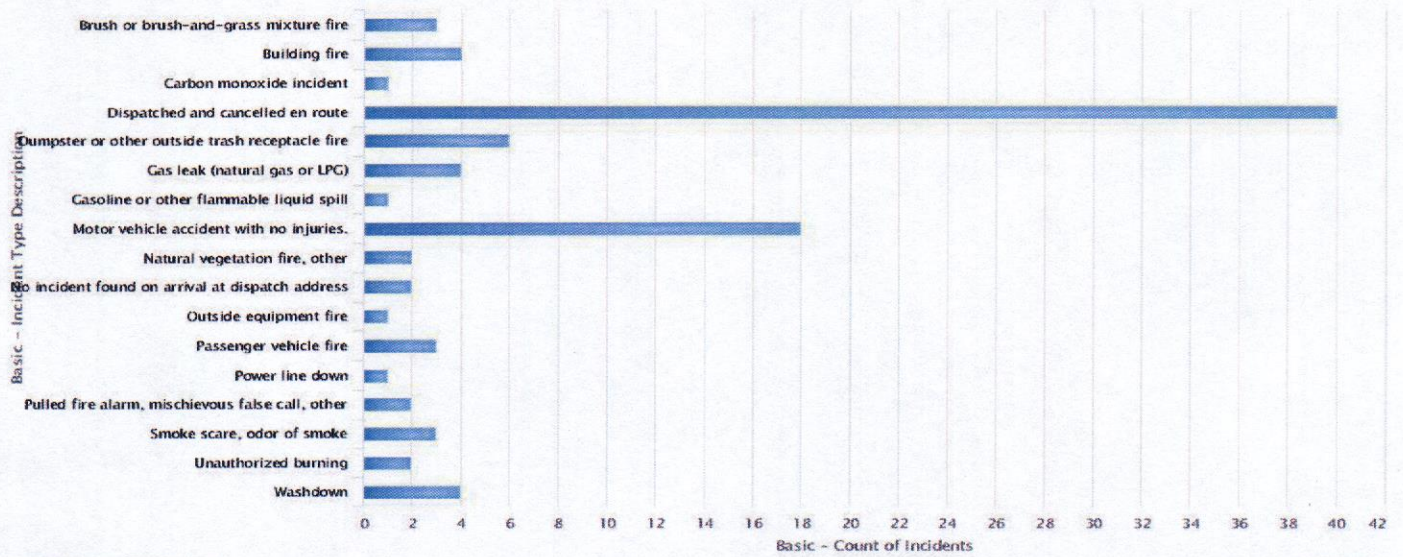
Ems incident type



EMS response (EMS data)

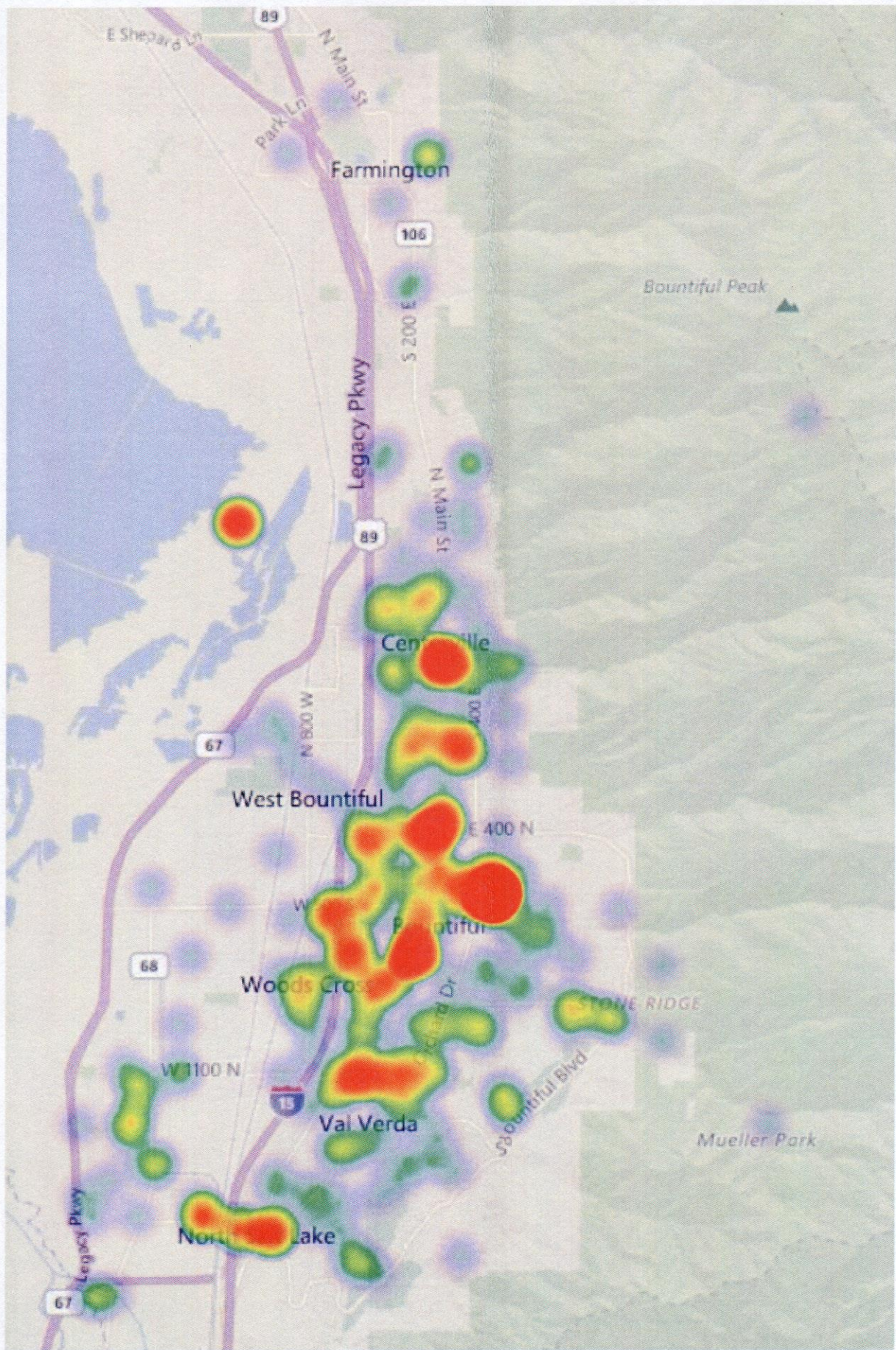
Response Mode To Scene (E02.20)	Lights and Sirens	No Lights and Sirens
Month (E05.04)		
July	5.5	6.8

Fire Incident Type

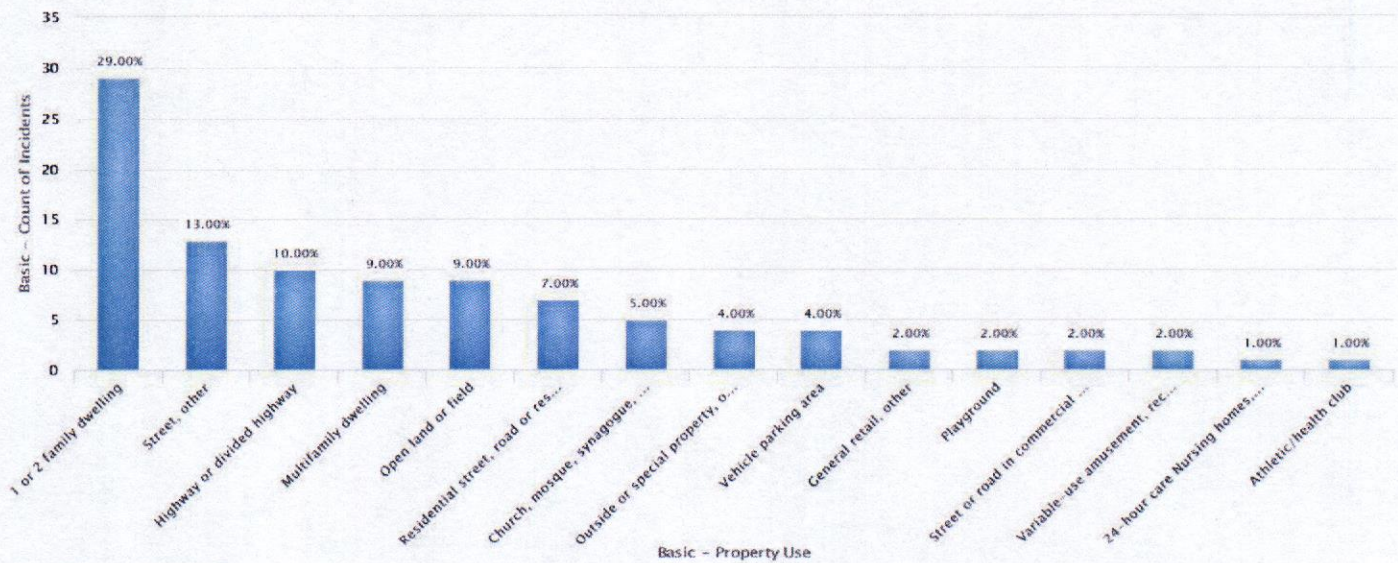


Fire Response

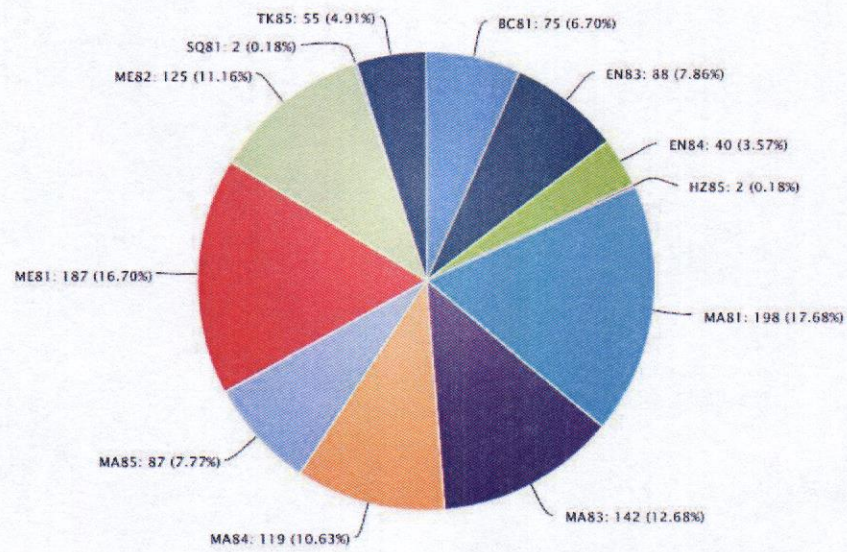
Basic - Response Mode to Scene	Emergency	Non-Emergency
Basic - Incident Month		
July	00:06:40	00:07:50



property use Fire



Response by unit



Total Calls

Basic - Incident Year	2016
Basic - Incident Month	
April	486
May	616
June	554
July	639
August	21

Finance Committee Report (Unaudited)
UTOPIA
June 2016 (100.00% of Budget)

	<u>Current Month</u>	<u>Year to Date</u>	<u>FY16 Budget</u>	<u>% of Budget</u>	<u>Prior Year YTD</u>	<u>% of Budget</u>
Revenue						
Recurring	\$ 449,451	\$ 4,858,406	\$ 4,305,903	112.83%	\$ 4,456,113	112.53%
Install	-	105,784	-		192,044	
UIA IRU	102,897	1,097,973	1,099,000	99.91%	1,028,753	96.87%
Interest Income	9,057	38,448	-		11,413	
Other Income	3,312	10,636	-		10,093,592	
Total Revenue	<u>\$ 564,717</u>	<u>\$ 6,111,247</u>	<u>\$ 5,404,903</u>	113.07%	<u>\$ 15,781,914</u>	309.63%
Operating Expenses						
Administrative Expense	\$ 475,523	\$ 5,133,748	\$ 5,635,787	91.09%	\$ 4,729,346	98.28%
Professional Services	8,987	365,257	586,925	62.23%	955,442	97.39%
Network Management	92,482	1,858,091	2,104,999	88.27%	2,043,037	91.09%
Misc. Expense	-	-	-		292,133	
Total Operating Expenses	<u>576,992</u>	<u>7,357,096</u>	<u>8,327,711</u>	88.34%	<u>8,019,958</u>	99.80%
Bond Payments						
Interest Expense	1,725,350	13,804,119	13,643,000	101.18%	13,530,005	101.14%
Principal	107,968	401,886	401,886	100.00%	167,143	100.00%
Total Bond Payments	<u>1,833,318</u>	<u>14,206,005</u>	<u>14,044,886</u>	101.15%	<u>13,697,148</u>	101.13%
Total Expenditures	<u>\$ 2,410,310</u>	<u>\$ 21,563,101</u>	<u>\$ 22,372,597</u>	96.38%	<u>\$ 21,717,106</u>	100.63%
Use/Contribution to Fund Balance (Revenues Over/Under Expenditures)	<u>(1,845,593)</u>	<u>(15,451,853)</u>	<u>(16,967,694)</u>		<u>(5,935,191)</u>	

Note: Total Expenditures does not include depreciation or amortized bond costs (which are not-cash items)

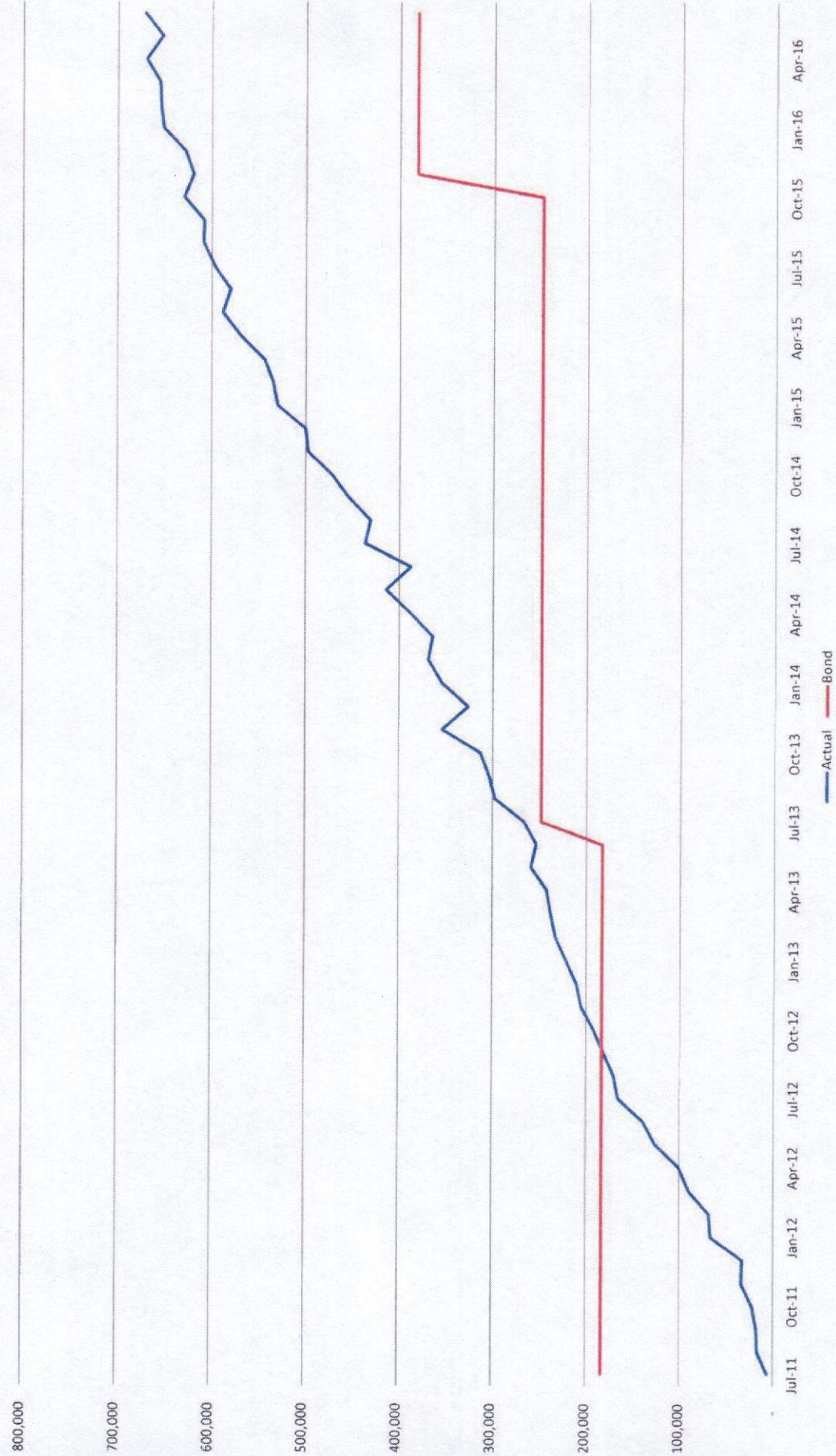
Finance Committee Report (Unaudited)
UJA
June 2016 (100.00% of Budget)

	Current Month	Year to Date	FY16 Budget	% of Budget	Prior Year YTD	% of Budget
Revenue						
Recurring	\$ 670,550	\$ 7,683,256	\$ 7,467,000	102.90%	\$ 6,131,884	113.20%
Install	2,500	165,521	-		401,982	
Interest Income	32,575	126,667	-		14,963	249.38%
Other Income	-	-	-		650,000	
Total Revenue	<u>\$ 705,625</u>	<u>\$ 7,975,443</u>	<u>\$ 7,467,000</u>	106.81%	<u>\$ 7,198,829</u>	132.75%
Operating Expenses						
Administrative Expense	33,595	\$ 306,073	\$ 308,000	99.37%	141,803	57.88%
Professional Services	1,917	22,646	24,000	94.36%	22,448	93.53%
Network Management	38,234	425,993	444,000	95.94%	364,212	89.49%
Misc. Expense	-	-	-		-	
Total Operating Expenses	<u>73,745</u>	<u>754,712</u>	<u>776,000</u>	97.26%	<u>528,462</u>	78.17%
Debt Payments						
IRU Capital Lease Interest	(12,180)	53,820	96,000	56.06%	76,207	79.38%
Interest Expense	261,923	2,589,027	2,577,815	100.43%	1,866,296	96.60%
Principal (1)	-	1,005,000	1,005,000	100.00%	980,000	100.00%
Total Bond Payments	<u>249,743</u>	<u>3,647,848</u>	<u>3,678,815</u>	99.16%	<u>2,922,503</u>	97.16%
Total Expenditures	<u>\$ 323,488</u>	<u>\$ 4,402,560</u>	<u>\$ 4,454,815</u>	98.83%	<u>\$ 3,450,965</u>	93.67%
Use/Contribution to Fund Balance (Revenues Over/Under Expenditures)	<u>382,136</u>	<u>3,572,884</u>	<u>3,012,185</u>		<u>3,747,864</u>	

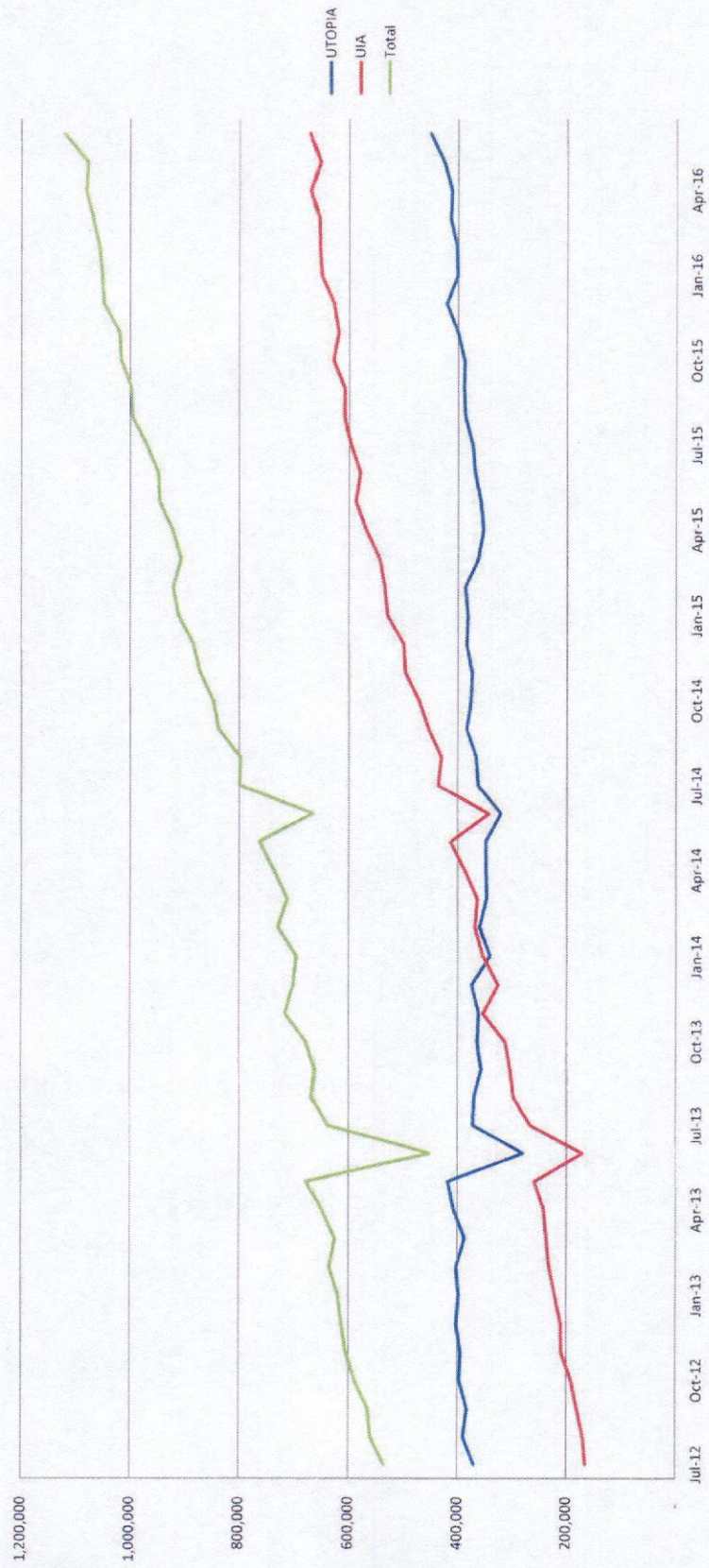
(1) Annual Principal payment made each October

Note: Total Expenditures does not include depreciation or amortized bond costs (which are not-cash items)

UIA Revenue v. Bond Obligation (Monthly Recurring Revenue)



Recurring Revenue Combined (UTOPIA and UIA)



**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No. 7

Short Title: City Council Liaison Report - Councilwoman Mie - Landmarks Commisison and Whitaker Museum Board

Initiated By:

Scheduled Time: 8:20

SUBJECT

RECOMMENDATION

Councilwoman Stephanie Mie will report on the activities of the Landmarks Commission and Whitaker Museum.

BACKGROUND

Councilwoman Mie serves as the City Council's liaison to these two boards.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No. 8.

Short Title: City Manager's Report

Initiated By: City Manager

Scheduled Time: 8:30

SUBJECT

- a. Schedule work session with Planning Commission, property/business owners and City Council regarding the SMSC Public Space Plan
- b. UDOT study of Parrish Lane interchange
- c. Operational Metrics

RECOMMENDATION

BACKGROUND

- a. The Mayor and City Manager suggest the SMSC Public Space Plan work session be held on one of the following evenings:

- Tuesday, August 30
- Wednesday, August 31
- Thursday, September 1

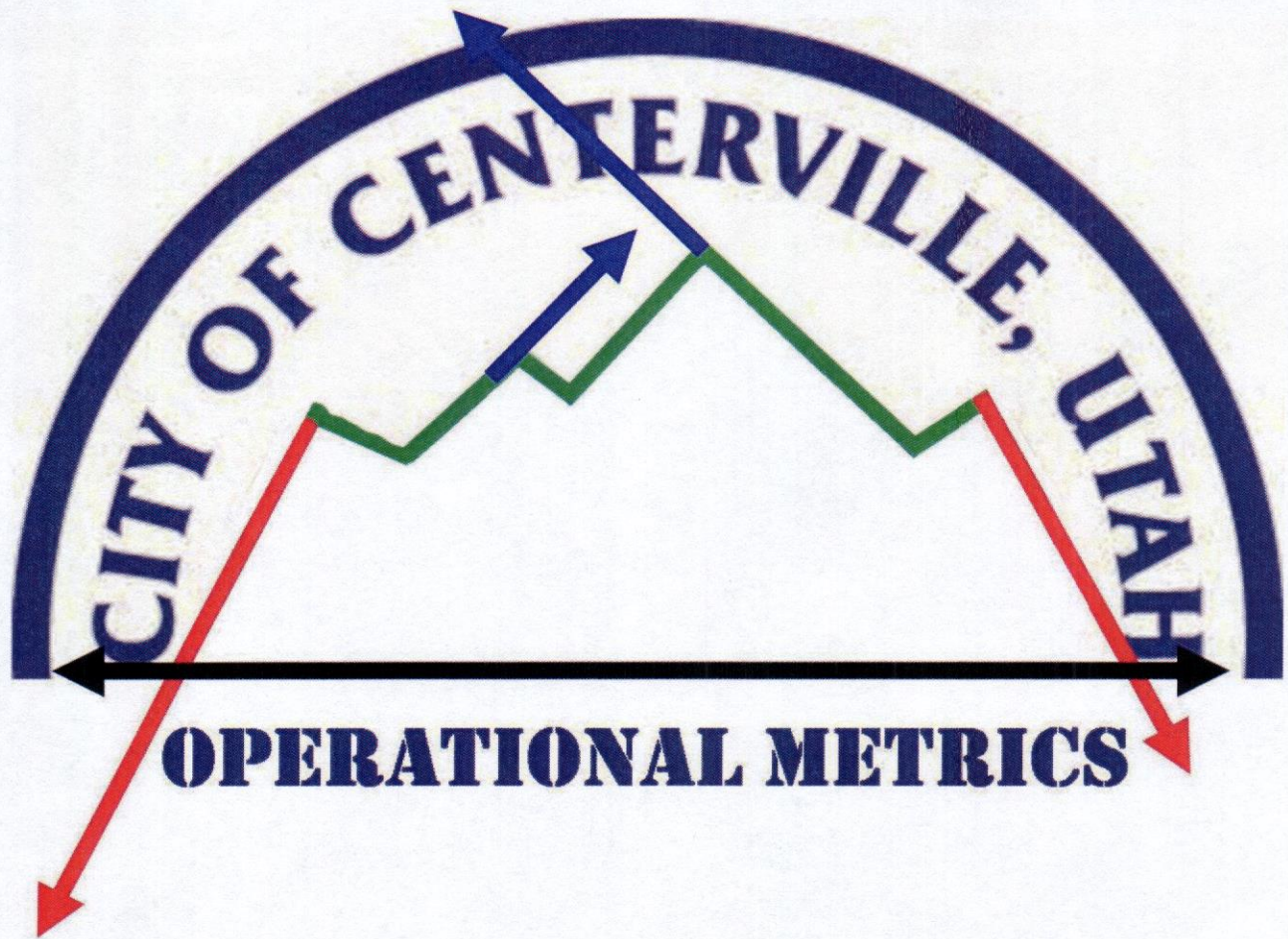
The Mayor prefers Tuesday or Thursday over Wednesday.

- b. The City Manager and other staff are meeting with UDOT for discussions about the Parrish Lane interchange.
- c. Jacob Smith, Assistant to the City Manager, was scheduled to highlight some data from the Operational Metrics initiative in the prior Council meeting, but due to time, this matter was postponed.

ATTACHMENTS:

Description

- ▣ Centerville Operational Metrics - CY 2016



2016 Q2

Water System

Outcome - Keeping water safe to drink

		Q1	Q2	Q3	Q4
Failed bacterial test	CY14	0	0	0	0
	CY15	0	0	0	0
	CY16	0	0		
		Q1	Q2	Q3	Q4
Failed periodic testing for other substances (chemicals, minerals, radioactivity, etc.)	CY14	0	0	0	0
	CY15	0	0	0	0
	CY16	0	0		
		Q1	Q2	Q3	Q4
Fluoride levels above 1.0 (county threshold) or 4.0 (federal penalty)	CY14	0	0	0	0
	CY15	0	0	0	0
	CY16	0	0		
		Q1	Q2	Q3	Q4
Number of County's fluoride samples outside average of .6 to .8 PPM	CY14	0	0	0	0
	CY15	0	0	0	0
	CY16	0	0		
Explanation of any failed tests:		None			

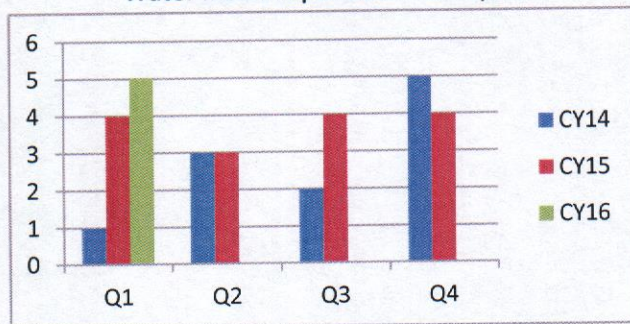
OUTCOME- Delivered culinary water with adequate pressure

		Q1	Q2	Q3	Q4
Water system drop below 20 PSI (taken from monitors on transducers)	CY14	0	0	0	0
	CY15	0	0	0	0
	CY16	0	0		

OUTCOME-Maintain water distribution system in good condition long-term

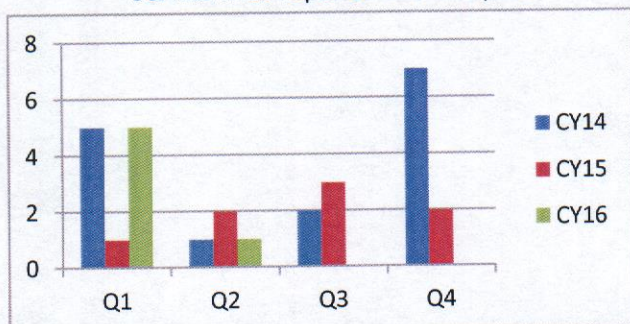
Water Repairs for Leaks

Water mains repaired and analyzed



		Q1	Q2	Q3	Q4
Water mains repaired and analyzed	CY14	1	3	2	5
	CY15	4	3	4	4
	CY16	5	0		

Service lines repaired and analyzed



		Q1	Q2	Q3	Q4
Service lines repaired and analyzed	CY14	5	1	2	7
	CY15	1	2	3	2
	CY16	5	1		

Water System

Accuracy of Water Meters, 30 Tested per Year

Accuracy Average

CY14	98.00%
CY15	98.00%
CY16	99.50%

Water Storage reservoirs cleaned, inspected, every two years

	Date Cleaned	Repairs?
Island View Tank	12/12/14	No
100 South Tank	12/12/14	No
Parrish Lane Reservoir	10/12/14	No
Green Steel Tank	9/14/14	No
Rick's Creek Reservoirs	9/12/14	No
Rolling Hills Tank	9/14/14	No

Explanation of any repairs: None

	Date	Finding
Pump Stations Significant Findings		None

County/State Sanitary Survey	Year	Pass/Fail
	2015	Pass

Note: Note: Next survey is in 2018

Efficiency Measure - deliver culinary water cost-effectively to customers

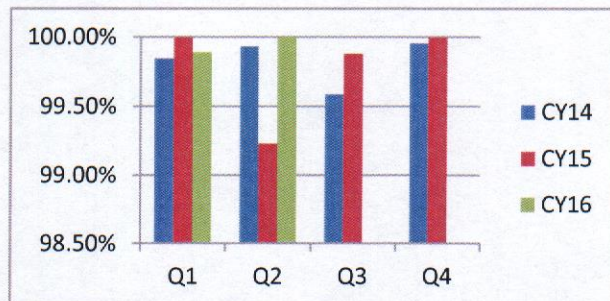
On Peak Pumping Hours

	Q1	Q2	Q3	Q4
CY14	3	2	13	2
CY15	0	16	3	0
CY16	3	0		

Off Peak Pumping Hours (lower cost)

	Q1	Q2	Q3	Q4
CY14	1975	2982	3135	4490
CY15	1838	2065	2508	1214
CY16	2747	2730		

Percent Off Peak (lower cost)



Generator Used (Hours)

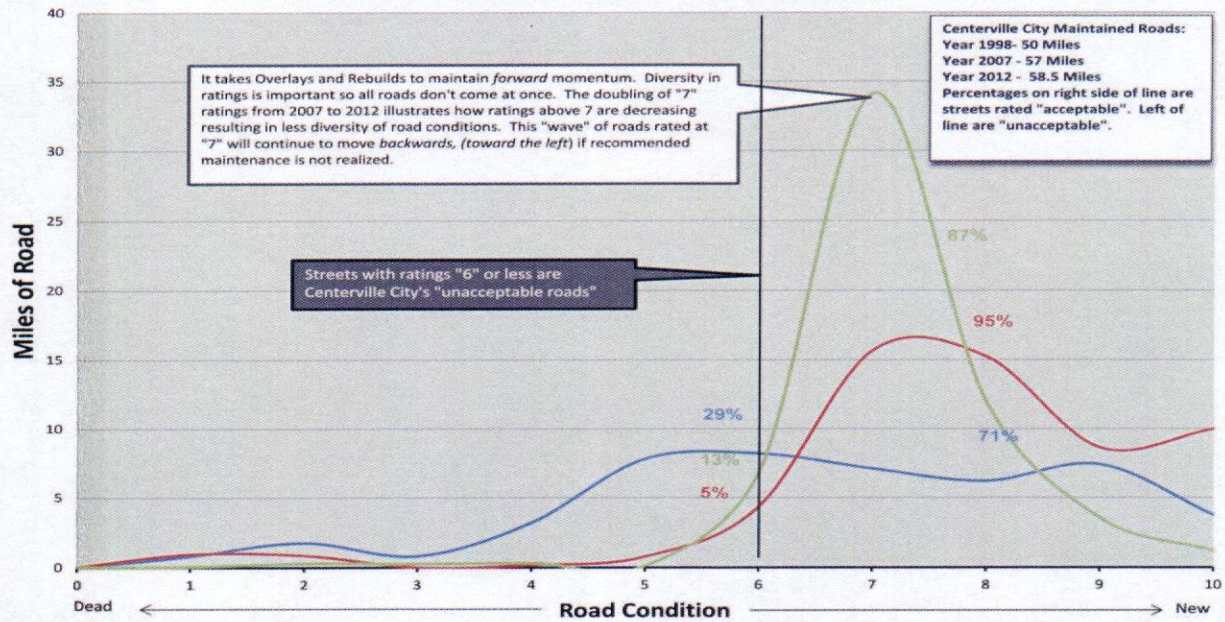
	Q1	Q2	Q3	Q4
CY14	0	0	95	191
CY15	49	14	0	5
CY16	40	34		

Street Operations

Outcome—Is overall street condition rating going up or down over time?

(Measured at time of Street Maintenance Plan update)

Street Condition Ratings for years: 1998, 2007, 2012



Outcome – Is # potholes increasing over time

	CY 13	CY 14	CY 15	CY 16
Number of potholes	134	303	149	
Tons of asphalt used	368	415	323	

Efficiency—Average manhours prepping and placing asphalt per ton.+

	CY 13	CY 14	CY 15	CY 16
Man hours prepping and placing asphalt	2127	2422	2213	
Man hours prepping and placing asphalt/ton	5.78	5.84	6.8	

Outcome—Failure rate of utility cuts

	CY 13	CY 14	CY 15	CY 16
Utility Cuts Made	82	53	86	
Prior Year Cuts Failed	8	4	0	
% Cuts Failed		4.88%	0.00%	

Output/Outcome—Are sidewalks being adequately maintained?

	CY 13	CY 14	CY 15	CY 16
Reported in poor condition (In ft)	790	1195.5	1250	
Priority 1		256	300	
Pending Priority 1 Repairs		206	266	
Priority 2		939.5	950	
Pending Priority 2 Repairs		449.5	744	
Total Pending Repairs at Year end	120	655.5	1010	
Cost of repairs done (Fiscal Year)	10600	11000		
Budgeted (Fiscal Year)	10600	11600		

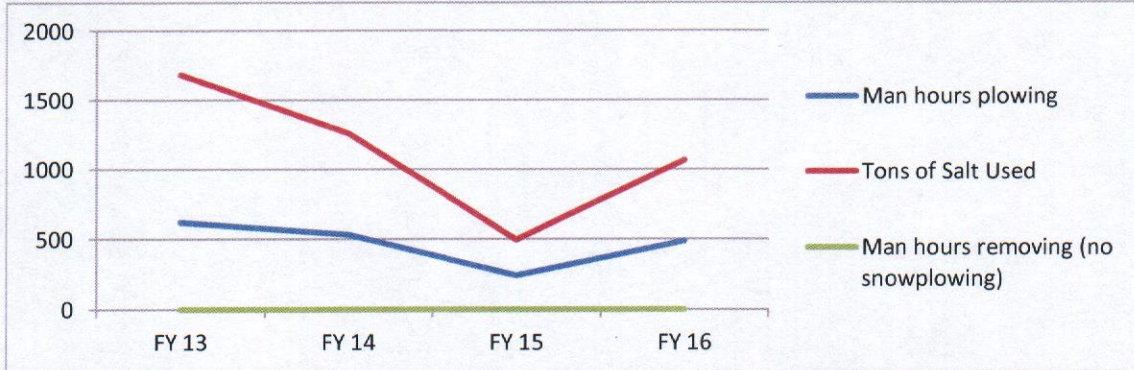
Priority 1 >.5"
 Priority 2 <.5"

Priority 1 were delayed because of the time taken to resolve the issue: removal of trees, property owner permission, etc.

Street Operations

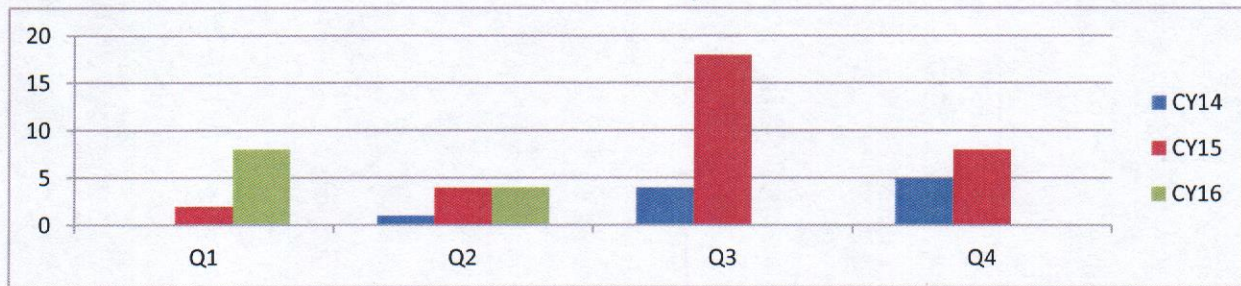
Input/Output--# manhours snowplowing and tons of salt used

	FY 13	FY 14	FY 15	FY 16
Man hours plowing	623	533.4	243	487.5
Tons of Salt Used	1685	1258.75	497.5	1067.5
Man hours removing (no snowplowing)	0	0	0	0



Output/Outcome—Are streetlights being adequately maintained?

		Q1	Q2	Q3	Q4
Street Lights Reported Out Includes PW's field audit and call-ins; Did not include pedestrian light review	CY14	12	16	12	43
	CY15	11	15	27	28
	CY16	14	4		
Street Light Repairs Made Includes LED light replacement at Freedom Hills	CY14	12	15	9	42
	CY15	14	26	13	38
	CY16	14	8		
Pending Repairs	CY14	0	1	4	5
	CY15	2	4	18	8
	CY16	8	4		



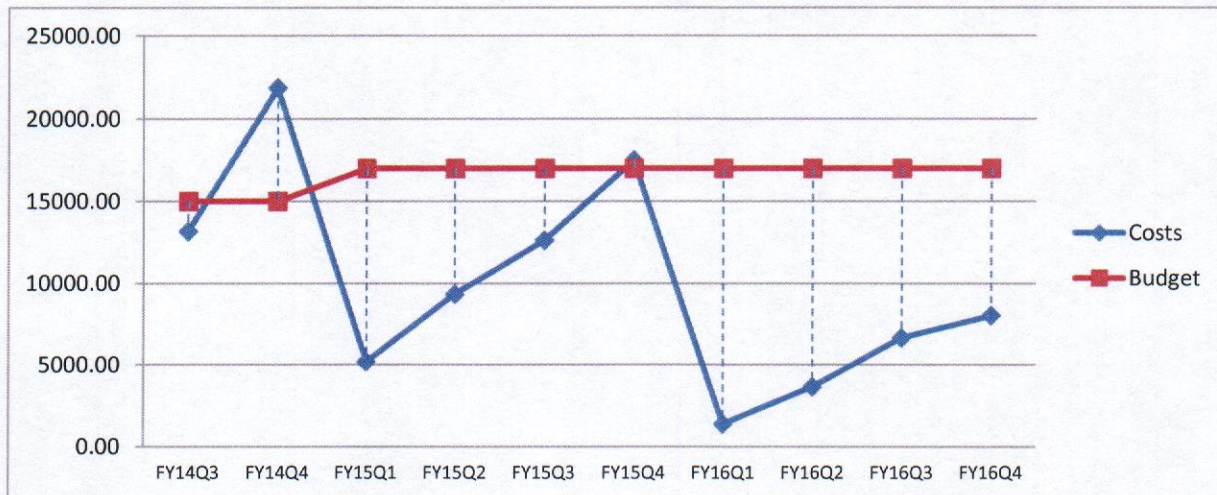
Street Operations

Output/Outcome—Are streetlights being adequately maintained? (cont.)

		Q1	Q2	Q3	Q4
Cost of Repairs	CY14	2104.68	8683.70	5189.65	4143.38
	CY15	3294.66	4869.49	1378.26	2268.64
	CY16	4067.04	1375.91		
Minor Repair Costs	CY14	2104.68	2698.88	1051.84	2414.80
	CY15	1051.00	801.92	1378.26	1202.87
	CY16	1054.88	716.97		
Major Repair Costs	CY14	0.00	5984.82	4137.81	1728.68
	CY15	2243.66	4067.57	0.00	1065.67
	CY16	3012.16	658.97		

YTD Costs (Fiscal Year) vs. Budget

	Costs	Budget
FY14Q3	13170.26	15000.00
FY14Q4	21853.96	15000.00
FY15Q1	5189.65	17000.00
FY15Q2	9333.03	17000.00
FY15Q3	12627.69	17000.00
FY15Q4	17497.18	17000.00
FY16Q1	1378.26	17000.00
FY16Q2	3646.90	17000.00
FY16Q3	6659.06	17000.00
FY16Q4	8034.97	17000.00



Drainage System

Outcome—System functioning with minor damage to property

		Q1	Q2	Q3	Q4
Property damage claims reported	CY14	0	0	0	0
	CY15	1	1	1	1
	CY16	0	0		
		Q1	Q2	Q3	Q4
Property damage claims paid	CY14	-	-	-	-
	CY15	-	-	2,500	14,121
	CY16	-	-		

Notes: CY15Q4 includes two claims paid

Output/Efficiency—Report annually the # linear feet of storm drains and subdrains cleaned

	FY 13	FY 14	FY 15	FY 16
Storm/subdrain cleaned (ln ft)	74338	119091		
% storm/subdrain system cleaned	27.95%	43.81%		

Output/Outcome—report annually the linear feet of new drains constructed (Ensure all are TV-inspected)

	FY 13	FY 14	FY 15	FY 16
Linear feet constructed	2349	5822	3472	
% storm/subdrain system inspected	100.00%	100.00%	100.00%	

Output/Efficiency-- Number of hours street sweeping and cubic yards of waste collected

	FY 13	FY 14	FY 15	FY 16
Hours of sweeping	267	395	285	
Yards ³ of waste	117	225	170	
Yards ³ /hour	0.44	0.57	0.60	

Outcome—Stormwater quality adequately protected

	FY 13	FY 14	FY 15	FY 16
Known Illicit discharges	1	0	1	
Storm water violation notices	9	14	31	
Storm water violations resolved	9	14	31	

Notes (Compliance with storm water permit):

Police Services

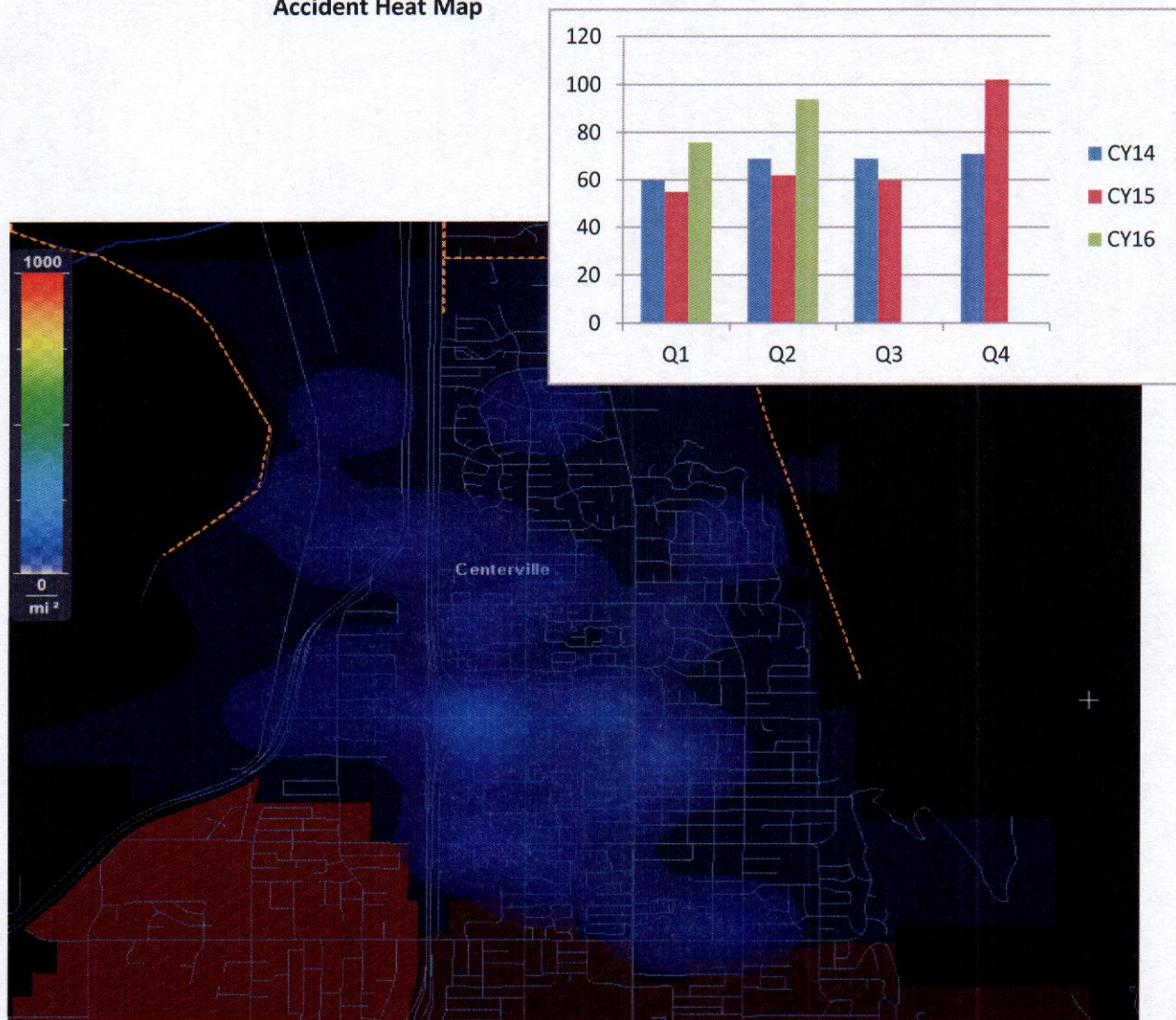
Output—Track number of traffic citations and warnings

		Q1	Q2	Q3	Q4
Citations Issued	CY14			726	739
	CY15	612	671	730	661
	CY16	561	598		
		Q1	Q2	Q3	Q4
Warnings	CY14			862	1123
	CY15	928	1079	951	981
	CY16	942	992		

Outcome—reduce accidents by analyzing number and location of accidents over time

		Q1	Q2	Q3	Q4
Total Accidents	CY14	60	69	69	71
	CY15	55	62	60	102
	CY16	76	94		

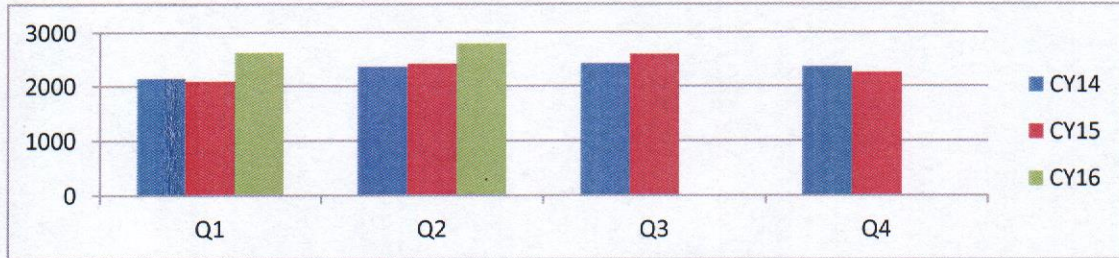
Accident Heat Map



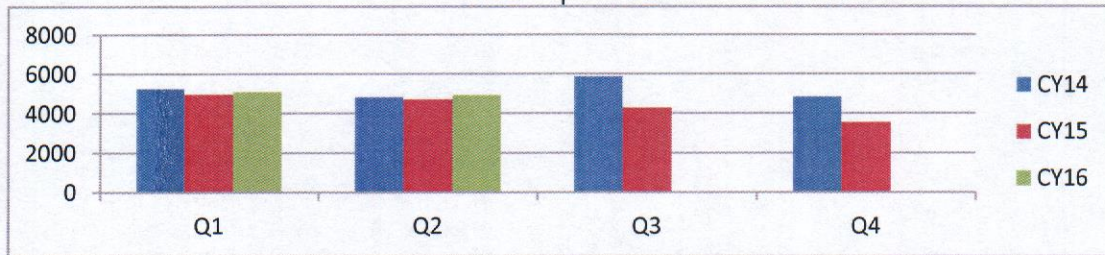
Police Services

Output—Report the # calls initiated by others (i.e. reactive) and the # “on view” incidents (i.e. proactive).

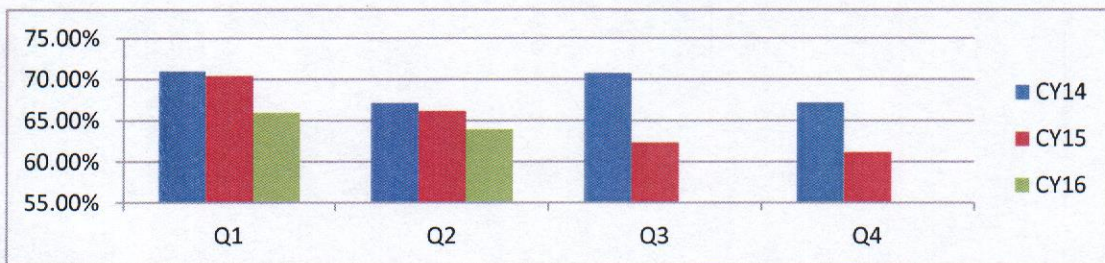
		Q1	Q2	Q3	Q4
Calls	CY14	2150	2364	2423	2365
	CY15	2098	2414	2598	2254
	CY16	2626	2792		



		Q1	Q2	Q3	Q4
On views	CY14	5268	4842	5872	4851
	CY15	4997	4729	4309	3562
	CY16	5098	4953		



		Q1	Q2	Q3	Q4
%Proactive (on views)	CY14	71.02%	67.19%	70.79%	67.23%
	CY15	70.43%	66.20%	62.39%	61.24%
	CY16	66.00%	63.95%		



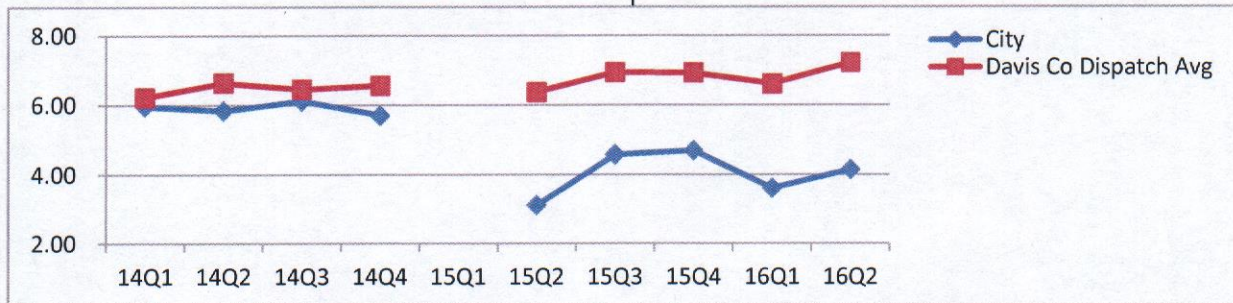
Police Services

Outcome—Acceptable response times

Priority 1 calls avg (min.sec)

Until 15Q1, the numbers coming from county dispatch were off due to their methodology. An agreed upon methodology has been established and is reflected in 15Q2.

	City	Davis Co Dispatch Avg
14Q1	5.97	6.22
14Q2	5.83	6.63
14Q3	6.12	6.45
14Q4	5.70	6.55
15Q1		
15Q2	3.12	6.37
15Q3	4.58	6.93
15Q4	4.70	6.92
16Q1	3.61	6.60
16Q2	4.15	7.21



Outcome—Business owners/managers satisfied with police services

At the end of each year, the City sends a survey to commercial businesses in Centerville. Below are the results of these surveys.

	CY 13	CY 14	CY 15	CY 16
Respondents		104	97	
Safety after hours (1-not safe; 2-somewhat; 3-safe; 4-very)		2.8	2.95	
Police presence (1-inadequate; 2-somewhat adequate; 3-adequate; 4-very adequate)		2.8	3.0	
Police responsiveness (1-inadequate; 2-somewhat adequate; 3-adequate; 4-very adequate)		3.36	3.47	
Experience w/ police (1-inadequate; 2-somewhat adequate; 3-adequate; 4-very adequate)		3.45	3.58	

Parks, Rec and Cemetery

Output—Number of park pavilion reservations

	CY 13	CY 14	CY 15	CY 16
Total Reservations Made	225	203	201	
Freedom Hills		32	43	
Smoot		44	41	
Community		25	28	
Founders		47	43	
Porter-Walton		30	19	
Island View		25	27	

Outcome—Residents satisfied with the condition of their parks

Based on a survey given to every customer after their reservation

Scale: 1 (poor); 2 (fair); 3 (good); 4 (excellent)

	CY 13	CY 14	CY 15	CY 16
Surveyed		19	201	
Responses		9	87	
Response Rate		47.37%	43.28%	
Ease of making reservation		3.47	3.64	
Cleanliness of pavilion		3.52	3.57	
Cleanliness of park		3.57	3.63	
Cleanliness of restrooms		3.40	3.42	
Would reserve a pavilion again		100.00%	97.70%	

Output—Number of burials

	CY 13	CY 14	CY 15	CY 16
Total burials	67	66	71	

Efficiency—Are revenues offsetting costs for recreation, baseball and park concessions per the City Council's subsidy guideline

	CY 13	CY 14	CY 15	CY 16
Overall Balance	(4,014)	9,857	5,116	
Summer Rec Balance	(2,751)	4,742	(4,511)	
Off Season Rec Balance	(814)	2,266	2,013	
Baseball Balance	(2,296)	1,052	3,516	
Concessions Balance	1,847	1,797	4,098	

Efficiency--Number of seasonal maintenance man hours per acre of developed park

	CY 13	CY 14	CY 15	CY 16
Seasonal man hours/landscaped acre (84.27)	159.83	171.67	158.69	

Parks, Rec and Cemetery

Output--Number of participants in recreation and baseball programs

	CY 13	CY 14	CY 15	CY 16
Recreation Participants	1787	1749	1640	
Baseball Participants	341	348	469	538

Outcome—Recreation Program meets desires of residents

Based on a survey given to every participant/guardian after a program

Scale: 1 (poor); 2 (fair); 3 (good); 4 (excellent)

	CY 13	CY 14	CY 15	CY 16
Surveyed		1049	1151	
Responses		326	433	
Response Rate		31.08%	37.62%	
Ease of Registration		3.44	3.35	
Recreation staff		3.59	3.52	
Class time		3.5	3.41	
Class day		3.52	3.46	
Length of class		3.43	3.42	
Length of session		3.47	3.48	
Class materials		3.6	3.52	
Class organization		3.59	3.46	
Facilities		3.67	3.47	
Overall experience		3.49	3.47	

Kids Kamp Survey	CY 13	CY 14	CY 15	CY 16
Surveyed		76	79	
Responses		26	39	
Response Rate		34.21%	49.37%	
Ease of Registration		3.65	3.44	
Recreation staff		3.81	3.77	
Class time		3.69	3.64	
Class day		3.69	3.74	
Length of class		3.69	3.69	
Length of session		3.73	3.74	
Class materials		3.81	3.82	
Class organization		3.69	3.77	
Facilities		3.85	3.62	
Overall experience		3.77	3.82	

Parks, Rec and Cemetery

Outcome—Effective administration of the baseball program

Based on a survey given to baseball coaches

Scale: 1 (poor); 2 (fair); 3 (good); 4 (excellent)

	CY 13	CY 14	CY 15	CY 16
Surveyed		35	39	
Responses		17	21	
Response Rate		48.57%	53.85%	
Comparison to other baseball programs		3.38	3.29	
Ball field and park appearance		3.19	3.24	
Cleanliness of restrooms		3.00	3.05	
Umpires		2.80	2.85	
Communication		3.25	3.43	
Recommend Centerville baseball? (Y/N)		94.12%	90.48%	

Outcome—Parks Dept. successfully meets critical deadlines for events using park facilities

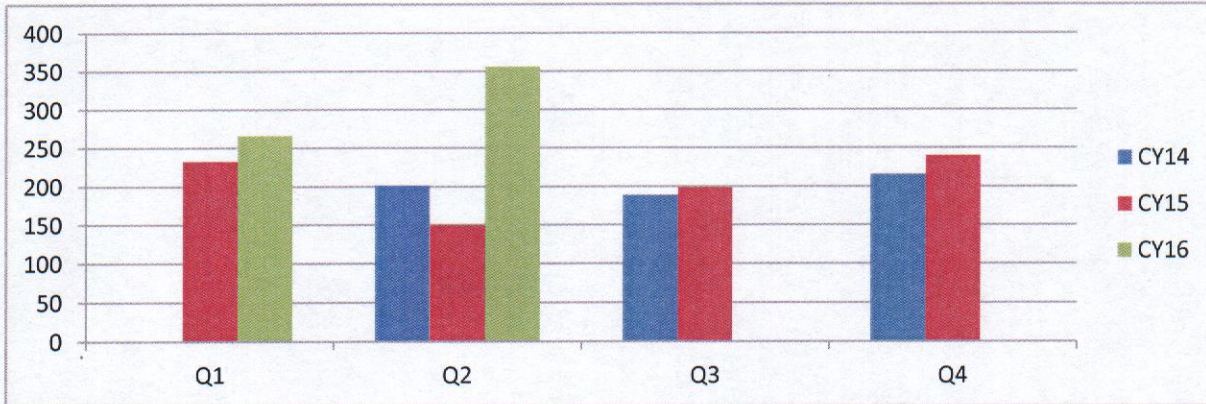
	CY 13	CY 14	CY 15	CY 16
Easter Egg Hunt	Met	Met	Met	
Movies in the Park	Met	Met	Met	
4th of July Festivities	Met	Met	Met	
Trails Committee Events	Met	Met	Met	
Pumpkin Party	Met	Met	Met	
Festival of Lights	Met	Met	Met	

Notes on Unmet:

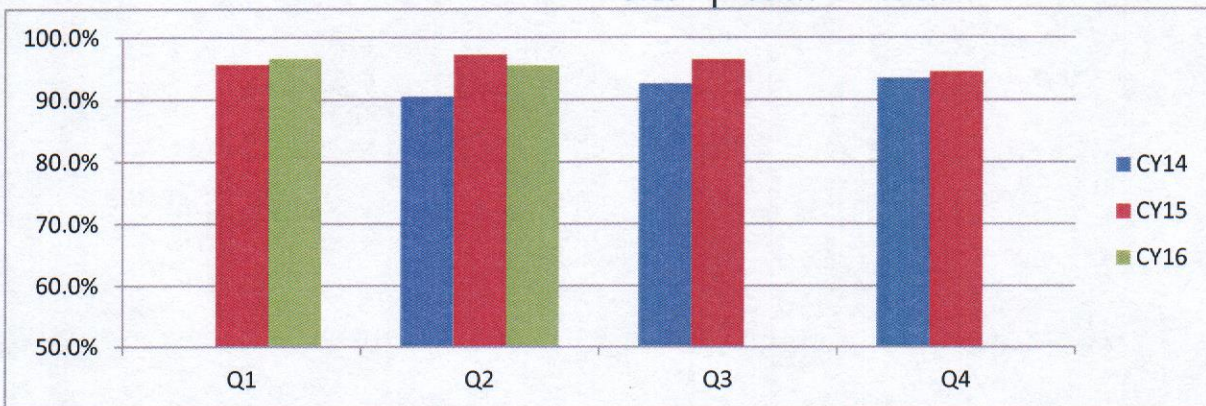
Community Development

Outcome—Building inspections provided in a timely manner

		Q1	Q2	Q3	Q4
Total number of inspections	CY14		202	189	216
	CY15	233	150	199	240
	CY16	266	356		



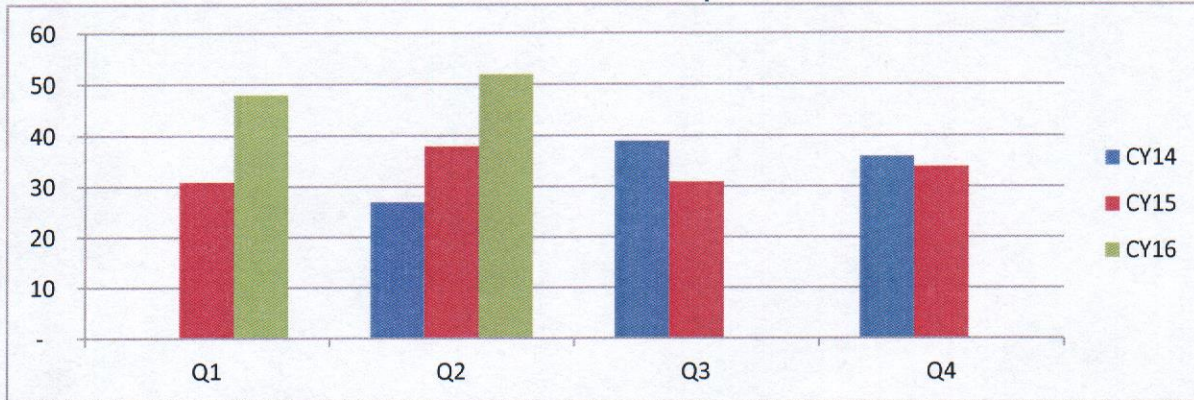
		Q1	Q2	Q3	Q4
% Inspections within 24 hours (or time requested)	CY14		90.6%	92.6%	93.5%
	CY15	95.7%	97.3%	96.5%	94.6%
	CY16	96.6%	95.5%		



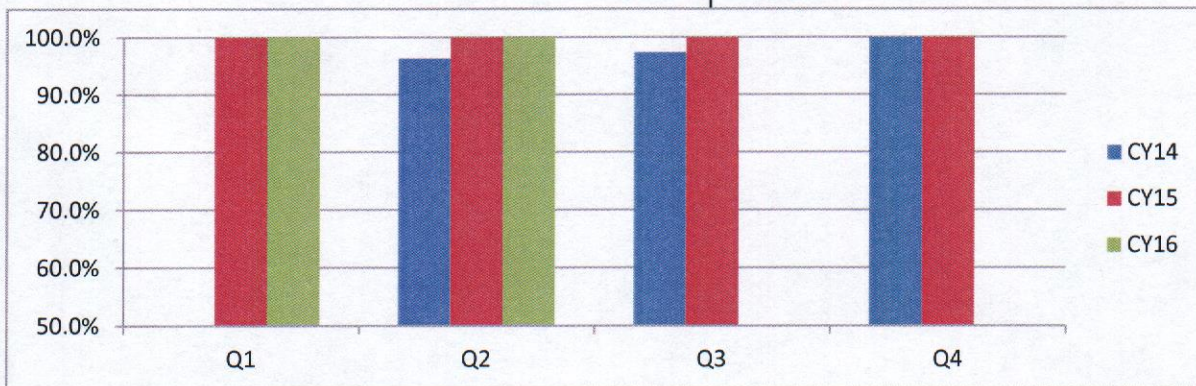
Community Development

Outcome—Building plans reviewed in a timely manner

		Q1	Q2	Q3	Q4
Total number of plan reviews	CY14		27	39	36
	CY15	31	38	31	34
	CY16	48	52		

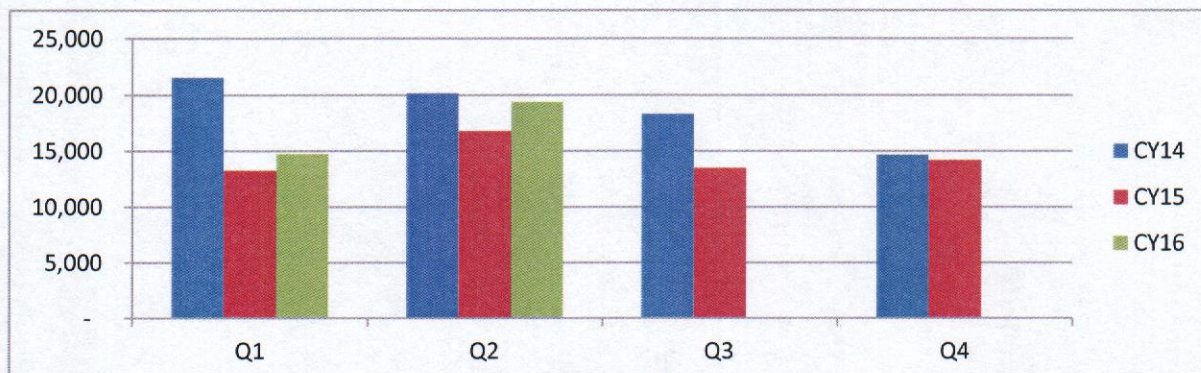


		Q1	Q2	Q3	Q4
%Reviewed within 14 business days	CY14		96.3%	97.4%	100.0%
	CY15	100.0%	100.0%	100.0%	100.0%
	CY16	100.0%	100.0%		



Input—Quarterly cost of contract services for building plans review/building inspections

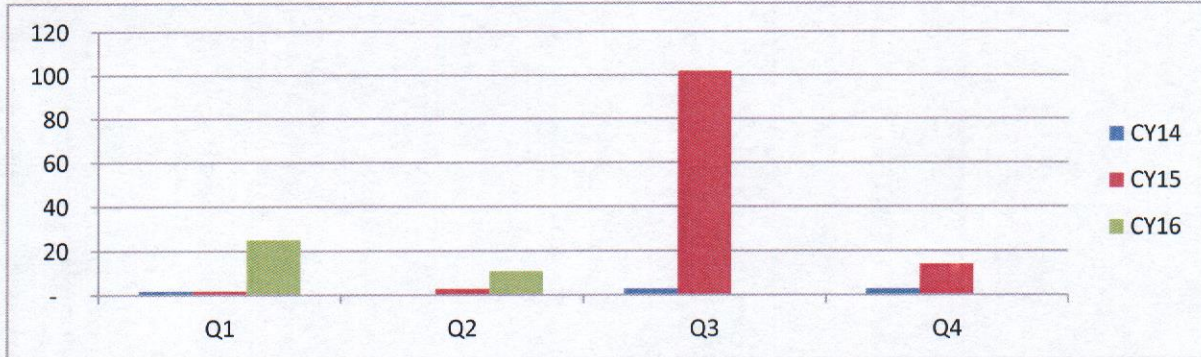
		Q1	Q2	Q3	Q4
Building plan review/inspection costs	CY14	21,614	20,219	18,347	14,699
	CY15	13,299	16,822	13,508	14,203
	CY16	14,748	19,384		



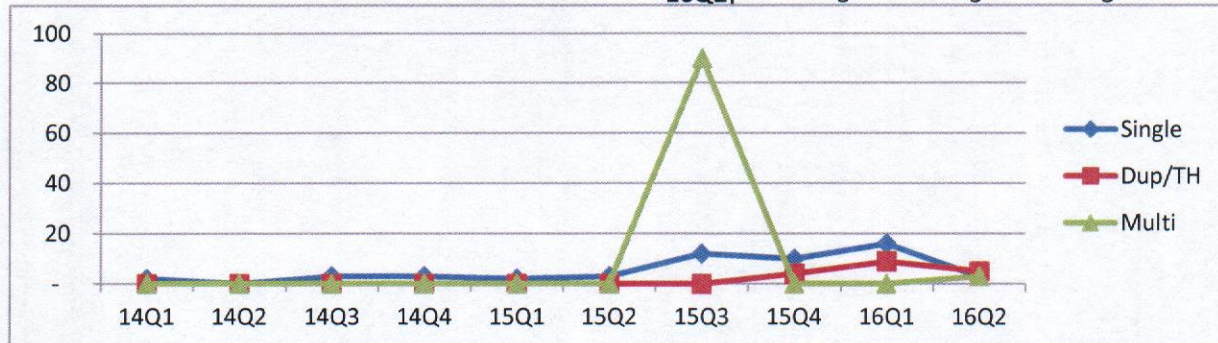
Community Development

Output—Building Permits by Type

		Q1	Q2	Q3	Q4
New Residential Permitted Units	CY14	2	-	3	3
	CY15	2	3	102	14
	CY16	25	11		



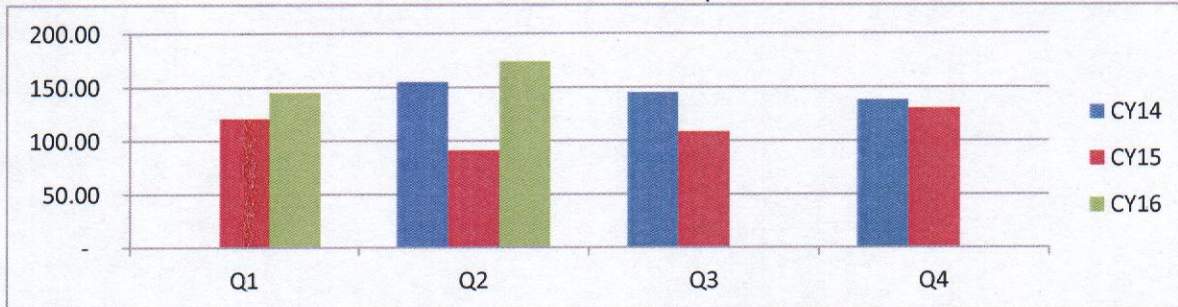
Residential Permits by Type		Single	Dup/TH	Multi
14Q1		2	-	-
14Q2		-	-	-
14Q3		3	-	-
14Q4		3	-	-
15Q1		2	-	-
15Q2		3	-	-
15Q3		12	-	90
15Q4		10	4	-
16Q1		16	9	-
16Q2		3	5	3



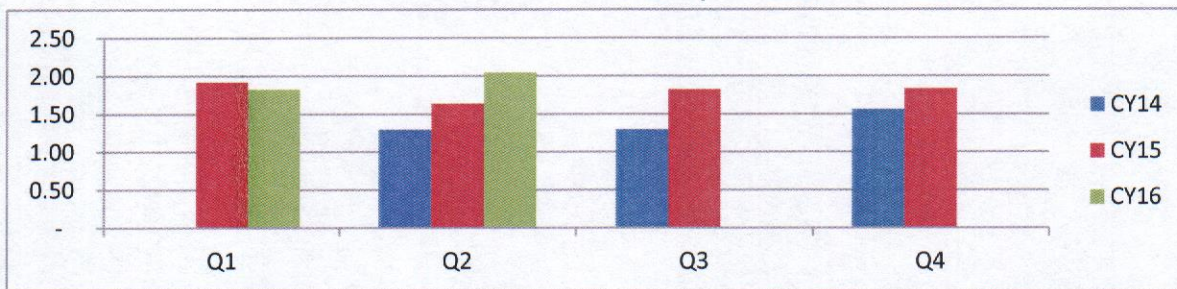
Community Development

Efficiency—Hours of inspection and average inspections per hour for contract inspector

		Q1	Q2	Q3	Q4
Hours of Inspection	CY14		155.50	145.25	138.25
	CY15	121.00	91.50	108.75	130.50
	CY16	145.25	174.00		



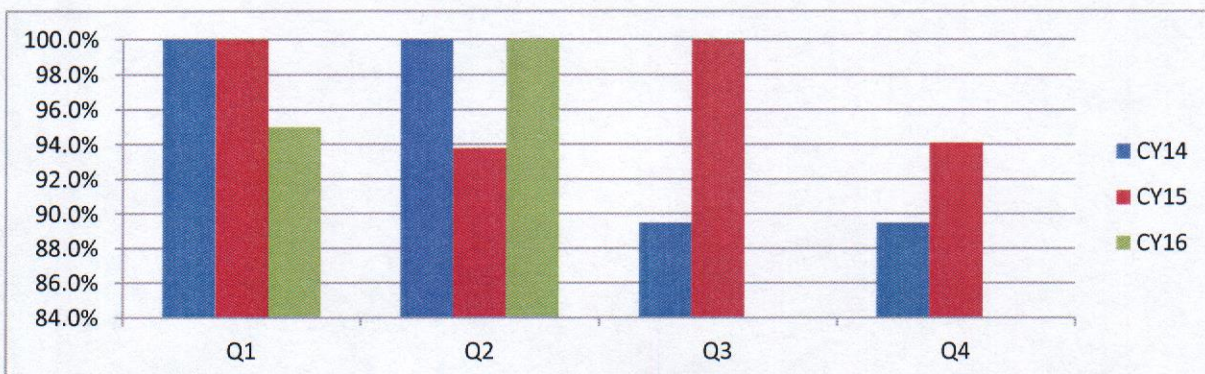
		Q1	Q2	Q3	Q4
Inspections/hour	CY14		1.30	1.30	1.56
	CY15	1.93	1.64	1.83	1.84
	CY16	1.83	2.05		



Outcome—Prompt issuance of business licenses

		Q1	Q2	Q3	Q4
Licenses issued (new businesses)	CY14	25	20	19	19
	CY15	27	23	9	17
	CY16	20	14		

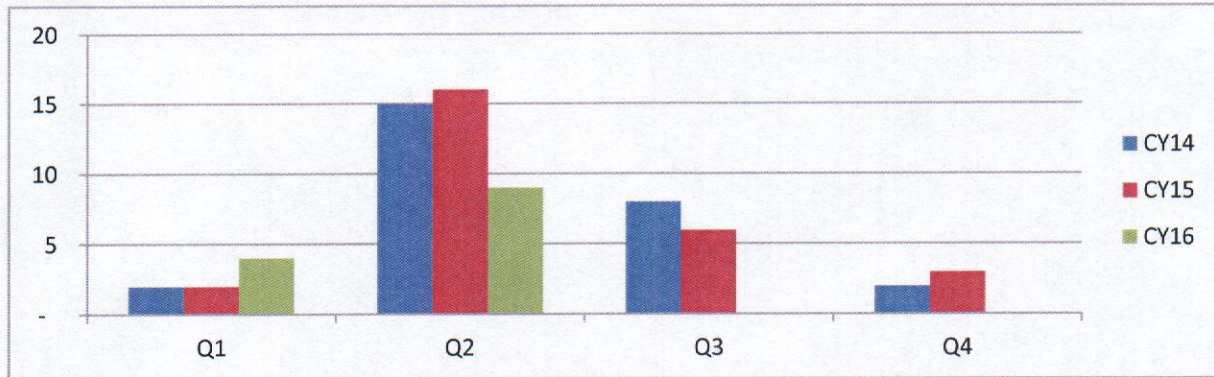
		Q1	Q2	Q3	Q4
%new licenses issued within 5 business days	CY14	100.0%	100.0%	89.5%	89.5%
	CY15	100.0%	93.8%	100.0%	94.1%
	CY16	95.0%	100.0%		



Community Development

Outcome—Timely investigation of reported code violations

		Q1	Q2	Q3	Q4
Code violations reported	CY14	2	15	8	2
	CY15	2	16	6	3
	CY16	4	9		

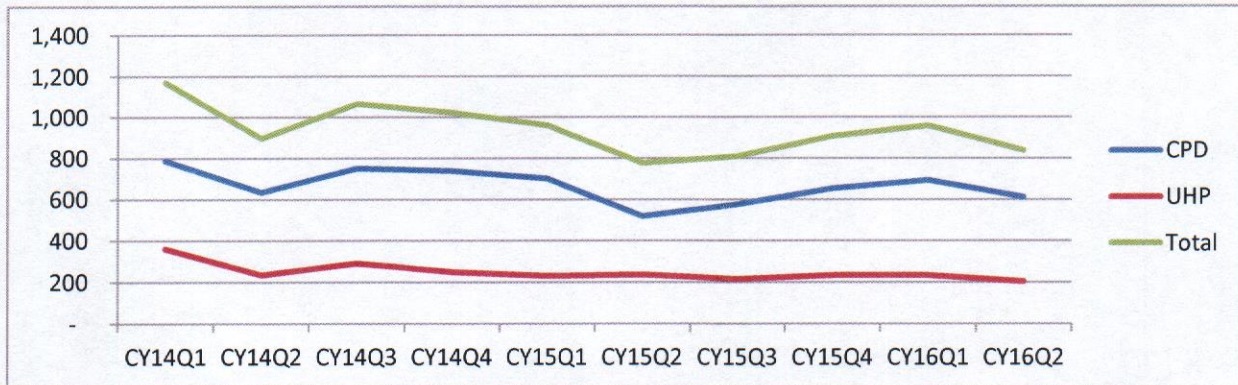


		Q1	Q2	Q3	Q4
%investigated within 7 days	CY14	100.0%	86.7%	100.0%	100.0%
	CY15	100.0%	100.0%	83.3%	100.0%
	CY16	75.0%	88.9%		

Court

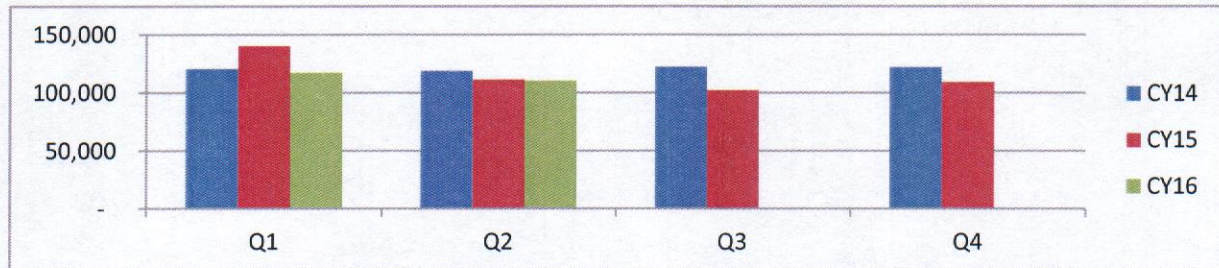
Output—Citations filed with Court by CPD, DCSO and UHP

	CPD	DCSO	UHP	Other	Total
CY14Q1	789	15	361	6	1,171
CY14Q2	636	18	236	7	897
CY14Q3	752	14	293	7	1,066
CY14Q4	738	29	250	6	1,023
CY15Q1	701	20	232	7	960
CY15Q2	519	13	238	5	775
CY15Q3	576	7	217	9	809
CY15Q4	653	18	234	3	908
CY16Q1	693	26	234	6	959
CY16Q2	611	18	204	5	838



Output—Court revenues

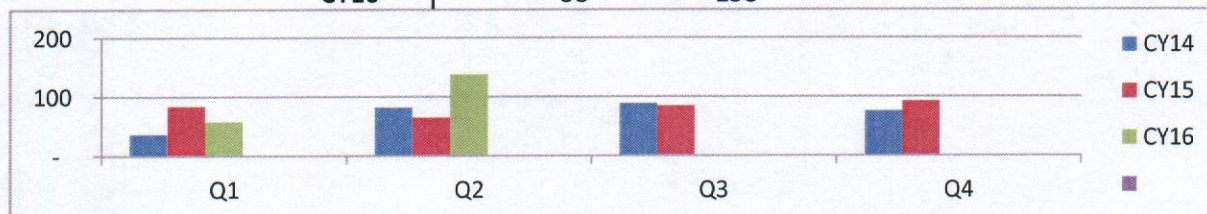
		Q1	Q2	Q3	Q4
Court revenues	CY14	120,875	119,266	122,337	122,224
	CY15	140,685	111,911	102,503	109,511
	CY16	117,473	110,469		



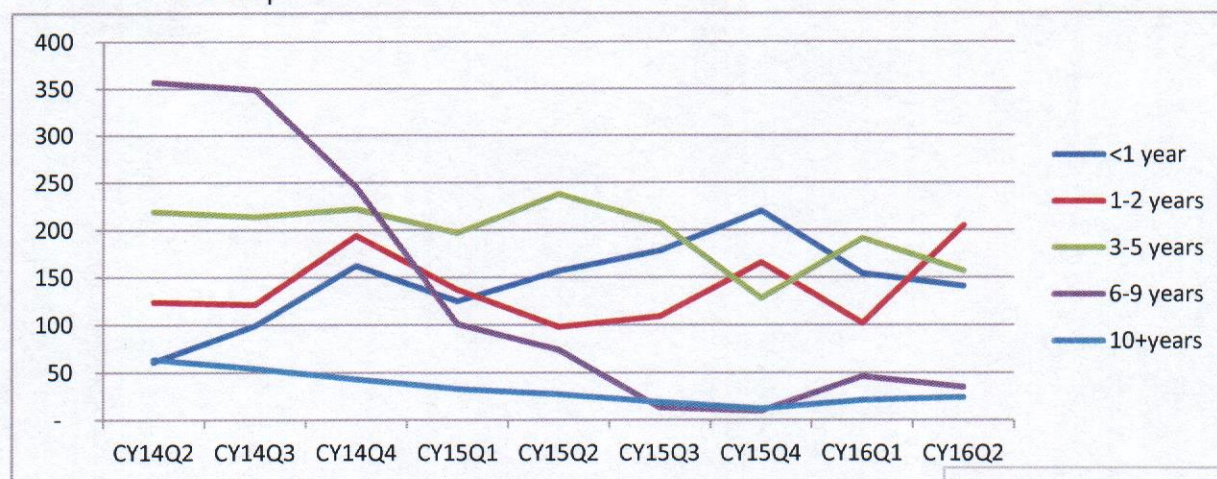
Court

Outcome—Offenders being brought to justice

		Q1	Q2	Q3	Q4
Warrants Issued	CY14	37	82	89	76
	CY15	84	65	85	92
	CY16	58	138		



Outstanding Warrants	<1 year	1-2 years	3-5 years	6-9 years	10+years	Total
CY14Q2	61	124	219	357	64	825
CY14Q3	99	121	214	349	54	837
CY14Q4	162	194	222	245	43	866
CY15Q1	125	137	197	101	33	593
CY15Q2	157	98	238	74	27	594
CY15Q3	178	109	207	13	19	526
CY15Q4	220	166	128	10	12	536
CY16Q1	154	102	191	46	21	514
CY16Q2	141	205	157	35	24	562

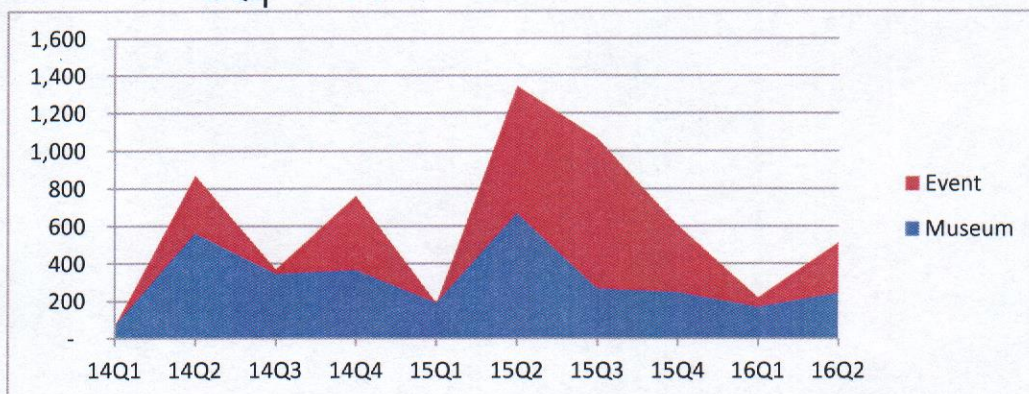


Beginning in CY15Q1 outstanding warrants are reviewed at the 5 year mark instead of the 10 year mark and cancelled.

Whitaker Museum

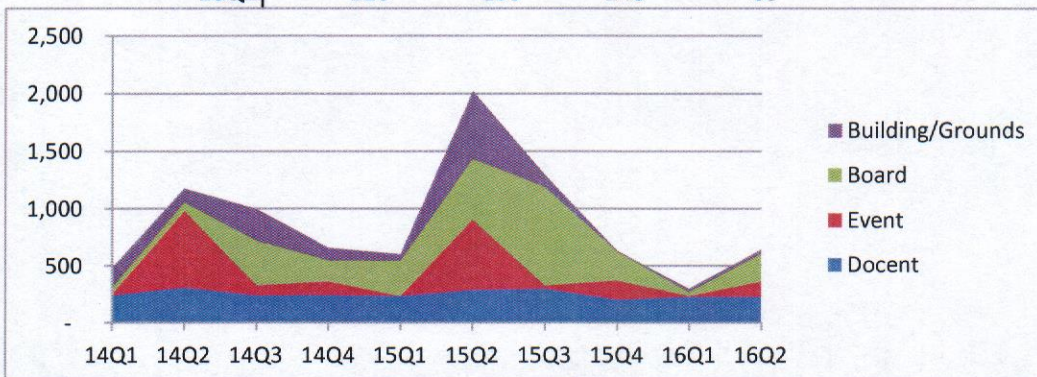
Output/Outcome—Number of visitors and volunteer hours

	Visitors		
	Museum	Event	Total
14Q1	69	-	69
14Q2	562	309	871
14Q3	347	25	372
14Q4	367	396	763
15Q1	191	-	191
15Q2	669	676	1,345
15Q3	268	800	1,068
15Q4	248	357	605
16Q1	169	52	221
16Q2	245	270	515



Volunteer Hours

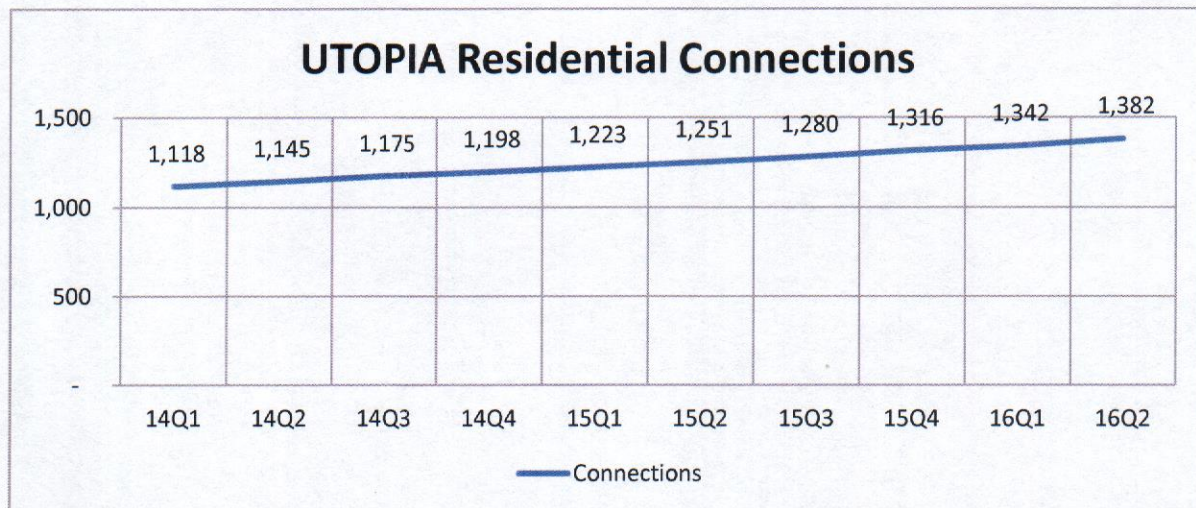
	Docent	Event	Building/ Grounds	
			Board	
14Q1	239	16	57	175
14Q2	309	677	72	124
14Q3	238	92	391	281
14Q4	243	120	186	114
15Q1	233	-	312	61
15Q2	286	624	523	596
15Q3	299	29	860	108
15Q4	204	170	251	12
16Q1	227	9	31	34
16Q2	228	135	246	39



UTOPIA

Output—Number of Residential UTOPIA Connections

Connections	
14Q1	1,118
14Q2	1,145
14Q3	1,175
14Q4	1,198
15Q1	1,223
15Q2	1,251
15Q3	1,280
15Q4	1,316
16Q1	1,342
16Q2	1,382



**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No. 9

Short Title: Miscellaneous Business

Initiated By:

Scheduled Time: 8:45

SUBJECT

- a. Utah League of Cities and Towns Annual Convention
- b. City Manager compensation
- c. Authorize additional crack seal work for parking lots and asphalt trails

RECOMMENDATION

- a. Review the conference materials attached.
- b. Consider a pay raise for City Manager based on the annual performance review recently conducted in a closed meeting.
- c. Authorize Hot Asphalt to perform additional crack seal work on City parking lots and asphalt trails in the estimated amount of \$10,000 to \$15,000, with funding from the General Fund (contingency budget) and RAP Tax Fund as appropriate.

BACKGROUND

- a. The 2016 ULCT Annual Convention is September 14-16, 2016 at the Salt Lake City Sheraton Hotel. If Council members want to attend, please let the City Recorder know no later than August 24, so she can register at the same time all those who want to attend. The early deadline to register is August 26. After that there is a \$35 late fee to register. A Tentative Schedule and Registration form are attached. If the final agenda is ready by Tuesday, it will be put on Novus.
- b. On July 19 the City Council met in a closed meeting to conduct the annual performance review of the City Manager. The City Manager's employment agreement states that his salary shall be reviewed annually ". . . and may be adjusted by the governing body of the City in its sole discretion." Any action regarding his salary, however, needs to be taken by motion in an open meeting.
- c. The City Manager asked the City Engineer, Kevin Campbell, to evaluate the condition of the City's parking lots and asphalt trails and recommend the type and timing of maintenance activities. See the attached email chain for his recommendations and cost estimate. He recommends several of these facilities be crack-sealed in 2016 in advance of being slurry sealed in 2017. He has contacted Hot Asphalt, the crack seal subcontractor who worked under the general contractor, Intermountain Slurry, earlier this year when much crack seal work was done on the City's streets. Hot Asphalt has agreed to perform this additional work for the same unit price charged earlier this year--\$1925 per ton--which Kevin says is a good price. Kevin estimates it will take 5 to 8 tons to seal the cracks in the asphalt surfaces recommended for treatment at this time. This would cost an estimated \$10,000 to \$15,000. Approximately 45% of this work would be an eligible RAP Tax expense and the remainder would be a General Fund expense.

The City Manager strongly recommends that timely maintenance be done on these asphalt surfaces to maximize pavement life before needing more expensive overlays/reconstruction.

ATTACHMENTS:

Description

- ▣ ULCT 2016 Annual Convention Tentative Schedule
- ▣ ULCT 2016 Annual Convention Registration Form
- ▣ City Engineer Email re Crack Seal



109TH ULCT ANNUAL CONVENTION TENTATIVE AGENDA

Wednesday, Sept. 14th

9:00am

Kick Off Session

Author Bryan Miller - *Power, Productivity, Peace*

10:15am

Concurrent Workshops

Economic Development Financing

Procurement & the Resource of State Contracts

South Jordan University Citizen Academy

Creating a Youth Council

11:30am

Lunch and Keynote Address

Political Strategist Michael Murphy

Special Remarks:

Senate Pres. Wayne Niederhauser

2:00pm

Concurrent Workshops

Making Your City Business Friendly

New Era for News Media

Personal Liability of Elected Officials

SLC Public Safety Building Tour &

"Safe Communities" Discussion

3:15pm

Creating Municipal Fiber Projects

Roundtable Discussions

Thursday, Sept. 15th

Planners Day/Clerks and Recorders Day

8:00am

Concurrent Workshops

Budgeting for Rural Communities
Civic Engagement

9:15am

General Session

Strong Town's Charles Marohn - *A Curbside Chat*
Workshop

GRAMA Certification

11:00am

Concurrent Workshops

Budgeting
One on One w/Chuck Marohn
CUP Training

10:30am

Mobile Tour

Implementing Active Transportation

12:00am

Lunch and General Speaker

Author Bill Taylor

2:00pm

Concurrent Workshops

Land Use/Urban
Mismanagement 101
Water Programs for Residential Uses
Election Updates
Powers & Duties with David Church

Mobile Tour

Salt Lake Airport Tour

3:15pm

Concurrent Workshops

Form Based Codes
Code Enforcement for Small Cities & Towns
Urban Farming Panel Discussion
Contracted Work/Avoiding Liabilities
Powers & Duties with David Church

Friday, Sept. 16th

8:00am Business Session
Agenda Pending

9:00am Gubernatorial Debate

11:15am Concurrent Workshops
HR Basics
Ending the Cycle of Poverty
SEC Enforcement Actions Against Cities/towns

12:15pm Lunch and Essay Award Presentation

2:15pm Mobile Tour
Salt Lake City Eccles Theatre

Concurrent Workshops
Managing Your Retirement
Live Stream Your Meeting
Justice Court Issues #1

3:30pm Concurrent Workshops
Bringing in Retail and Creating Open Space
Justice Court Issues #2

6:00pm Dinner and Entertainment
The Oak Ridge Boys



109TH ULCT ANNUAL CONVENTION TENTATIVE AGENDA

Bryan Miller

Bryan is a speaker, author, trainer and certified professional coach. His first book, *Behind the Drive: 99 Inspiring Stories from the Life of an American Entrepreneur*, was recently awarded Utah's Best of State Award.

Bryan holds bachelor's degrees from the University of Utah in both English and Asian studies. He enjoys running, reading, writing, and traveling, and has visited 53 countries, including a recent summit of Mount Kilimanjaro.



Bryan only drinks soda one day a year and he only eats ice cream every full moon.

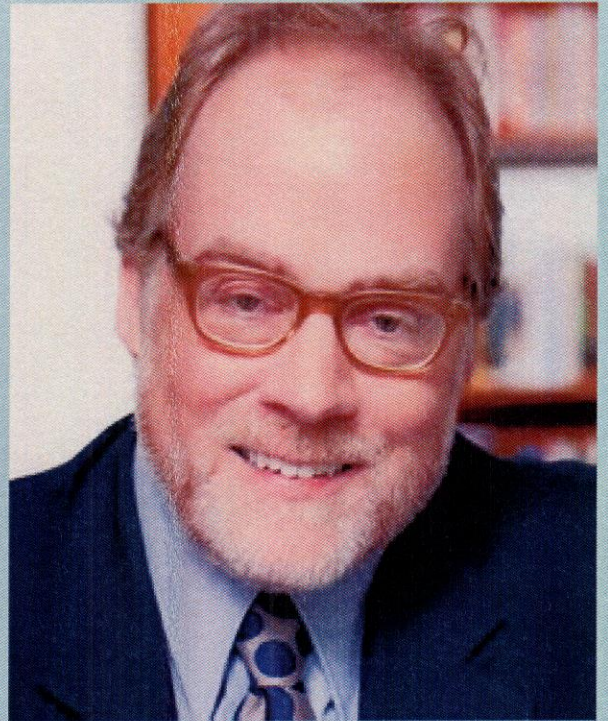
Bryan is married to his soul-mate, Heather Dawn, and together they have six children.

Bryan believes that the most important things in life are KNOWLEDGE, RELATIONSHIPS, and EXPERIENCES.

109TH ULCT ANNUAL CONVENTION TENTATIVE AGENDA

Mike Murphy

Political Strategist, Political Analyst for NBC News and Contributing Editor, TIME



Mike Murphy is one of the Republican Party's most successful political media consultants, having handled strategy and advertising for more than 26 successful gubernatorial and Senatorial campaigns. Murphy served as senior strategist for both John McCain's first campaign for President in 2000 and Arnold Schwarzenegger's historic election as Governor of California. He has served as political consultant to former Florida Governor Jeb Bush since 1998.

He has also advised political leaders in several foreign countries and well as a dozen U.S. Senators and Governors. He also advises several Fortune 500 companies and many trade associations.

Murphy frequently writes a column for TIME magazine as well as providing regular commentary on the Meet the Press roundtable. Murphy was born in Detroit, Michigan.

He lives with his wife Tiffany and daughter Audrey in Los Angeles, California.



109TH ULCT ANNUAL CONVENTION TENTATIVE AGENDA

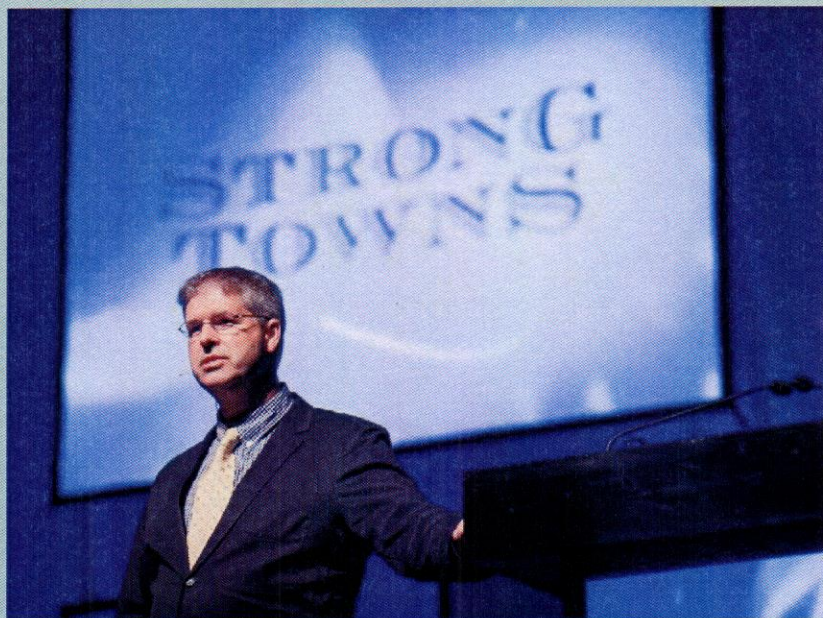
Charles Marohn

President of Strong Towns

"Planners Day" General Session

Thursday 9:00-10:30 am

Charles Marohn, known as "Chuck" to friends and colleagues is a Professional Engineer (PE) licensed in the State of Minnesota and a member of the American Institute of Certified Planners (AICP). Chuck is the founder and president of Strong Towns. He has a Bachelor's degree in Civil Engineering from the University of Minnesota's Institute of Technology and a Masters in Urban and Regional Planning from the University of Minnesota's Humphrey Institute. He is the author of *Thoughts on Building Strong Towns (Volume 1)* and *A World Class Transportation System* as well as the host of the Strong Towns Podcast.



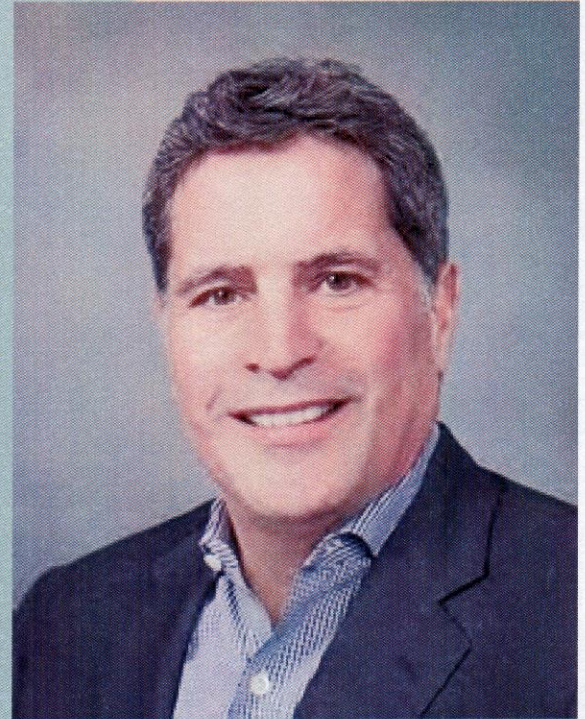
Chuck grew up on a small farm in Central Minnesota. The oldest of three sons of two elementary school teachers, he graduated from Brainerd High School in 1991. Chuck joined the Minnesota National Guard on his 17th birthday during his junior year of high school and served for nine years. Besides being passionate about building a stronger America, he loves playing music, is an obsessive reader and religiously follows his favorite team, the Minnesota Twins. Chuck and his wife live with their two daughters and two Samoyeds just north of Baxter, Minnesota. Learn more about the work of Strong Towns at StrongTowns.org.



109TH ULCT ANNUAL CONVENTION TENTATIVE AGENDA

Bill Taylor

William C. Taylor is an agenda-setting writer, speaker and entrepreneur who chronicles the best ways to compete, innovate and succeed. His new book, *Simply Brilliant: How Great Organizations Do Ordinary Things in Extraordinary Ways*, offers a set of messages and a collection of case studies about how to unleash breakthrough creativity and cutting edge performance in even the most familiar, slow-to-change fields.



Bill's career is devoted to challenging conventional wisdom and showcasing the power of business at its best. As co-founder and founding editor of *Fast Company*, he launched a magazine that won countless awards, earned a passionate following among executives and entrepreneurs around the world, and became a legendary business success. He now writes a popular management blog for *Harvard Business Review*.

A graduate of Princeton University and the MIT Sloan School of Management, he lives in Wellesley, Massachusetts, with his wife and two daughters.



109TH ULCT ANNUAL CONVENTION TENTATIVE AGENDA

The Oak Ridge Boys

Duane Allen, Joe Bonsall,
William Lee Golden, Richard Sterban

Friday 7:00-8:30 pm

Theirs is one of the most distinctive and recognizable sounds in the music industry. The four-part harmonies and upbeat songs of The Oak Ridge Boys have spawned dozens of Country hits and a Number One Pop smash, earned them Grammy, Dove, CMA, and ACM awards and garnered a host of other industry and fan accolades. Every time they step before an audience, the Oaks bring four decades of charted singles, and 50 years of tradition, to a stage show widely acknowledged as among the most exciting anywhere. And each remains as enthusiastic about the process as they have ever been.



Lead singer Duane Allen, bass singer extraordinaire Richard Sterban, tenor Joe Bonsall, and baritone William Lee Golden, comprise one of Country's truly legendary acts. Their string of hits includes the Country-Pop chart-topper Elvira, as well as Bobbie Sue, Dream On, Thank God For Kids, American Made, I Guess It Never Hurts To Hurt Sometimes, Fancy Free, Gonna Take A Lot Of River and many others. In 2009, they covered a White Stripes song, receiving accolades from Rock reviewers. In 2011, they rerecorded a thirtieth anniversary version of Elvira for a Cracker Barrel Old Country Store project.

The group has scored 12 gold, three platinum, and one double platinum album—plus one double platinum single—and had more than a dozen national Number One singles and over 30 Top Ten hits.



UTAH LEAGUE OF CITIES AND TOWNS

2016 ULCT ANNUAL CONVENTION

SEPTEMBER 14-16, 2016

SALT LAKE CITY SHERATON

REGISTRATION FORM

PLEASE TYPE OR PRINT CLEARLY

City / Town / Agency / Business Phone E-mail

Delegate name Position

Address City Zip

Partner's name (required if attending convention)

Person completing form Phone

REGISTRATION FEES Full delegate and partner registration fees include three continental breakfasts, three lunches, two dinners, general sessions and workshops.

PLEASE CHECK APPROPRIATE BOXES

Fees

	OFFICIALS FROM MEMBER CITY OR TOWN	GOVERNMENT NONMEMBER	PRIVATE SECTOR
Full Registration	☐ \$410	☐ \$480	☐ \$800
Partner Registration	☐ \$280	☐ \$350	☐ \$400
Golf Tournament	☐ \$95	☐ \$105	☐ \$125
Wednesday Only	☐ \$220	☐ \$300	☐ \$400
Thursday Only (Planners & Recorders Day)	☐ \$150	☐ \$175	☐ \$250
Friday Only	☐ \$230	☐ \$225	☐ \$300

☐ Please check for non-meat meals

☐ In compliance with ADA, arrangements can be made for those with special needs.



Please contact the League office if you have special needs.

Mobile Tours (space limited on each tour)

Public Safety Tour—pre-registration required

GREENbike Mobile Tour—pre-registration required

SLC Airport VIP Tour—pre-registration required

Eccles Theatre Tour—pre-registration required

Extra Tickets (available for non-registered guests)

	MEMBER CITY	NON-MEMBER
Wednesday Lunch	☐ \$50	☐ \$75
Wednesday Dinner and Entertainment	☐ \$50	☐ \$75
Thursday Lunch	☐ \$45	☐ \$60
Friday Lunch	☐ \$40	☐ \$50
Friday Dinner with Entertainment	☐ \$90	☐ \$120

TOTALS

Delegate Registration Fee \$ +

Partner Registration Fee \$ +

Mobile Tour \$ +

Extra Tickets—Total Amount \$ +

\$35.00 less without dinner & entertainment

(only for full or Friday only registrations) \$ -

\$35.00 Late Fee (received after August 28) \$ +

TOTAL AMOUNT DUE \$

**REGISTRATION
DEADLINE IS
August 26, 2016**

Additional forms may be downloaded from the website:

www.ulct.org

Register online at ulct.org or

By mail

Mail this form with

**payment to ULCT, 50 South 600 East, Suite 150,
Salt Lake City, UT 84102**

By Fax

Fax this form with

credit card payment to:

(801) 531-1872

Cancellation Policy

All cancellations must be received in writing (e-mail or fax acceptable) no later than August 26, 2016. A fee of \$30 will be assessed for those cancellations received before the deadline. No refunds will be given after the August 28 deadline. No shows will be billed. If you have any questions, please contact Michelle at the League office (800) 852-8528 or (801) 328-1601 or e-mail mreilly@ulct.org.

Paying by (please check one):

☐ Cash

☐ Check

CREDIT CARD

☐ Visa ☐ MasterCard ☐ American Express

Credit Card Number Exp. Date

Billing Zip Code

Name (as it appears on card)

Signature

**Register
online at
ulct.org**



UTAH LEAGUE OF CITIES AND TOWNS

2016 ULCT ANNUAL CONVENTION

SEPTEMBER 14-16, 2016

SALT LAKE CITY SHERATON



SCRAMBLE FORMAT

Registration deadline is **August 26, 2016**

Please note:

You must be a participant in the Annual Convention to be eligible to golf.

After the deadline we cannot guarantee that the registrant will be able to golf. Preregistration is required for golf.

Listing people for your desired foursome does not register them. Each person must have their own form. If extra forms are needed, please copy this form.

We reserve the right to assign foursomes not otherwise requested on this form.

Bountiful Ridge Golf Course, 2430 Bountiful Boulevard

REGISTRATION FORM

Golfer's name

Spouse's name (if golfing)

Address

City

State

Zip

Phone

Fax

E-mail address

FEES

OFFICIALS AND SPOUSES FROM
MEMBER CITY OR TOWN

\$95

GOVERNMENT
NONMEMBER

\$105

PRIVATE
SECTOR

\$125

Registration fee for delegate \$ _____

Registration fee for spouse \$ _____

Total due for golf \$ _____

SCHEDULE SEPTEMBER 13

7:00 am Check-in and Continental Breakfast

8:00 am Tee Off (Shotgun Start)

1:00 pm Lunch

Foursome (please list your desired foursome—no guarantees)

1. _____

2. _____

3. _____

4. _____

☐ I've included my golfing fee with the conference registration

☐ I've enclosed a separate check for golf

Please bill my: ☐ Visa ☐ MasterCard ☐ American Express

Name (as it appears on card)

Card number

Expiration date

Signature

Billing Zip Code

Sponsored by Waste Management of Utah, Inc.

Steve Thacker

From: Kevin Campbell <Kevin.Campbell@esieng.com>
Sent: Tuesday, August 09, 2016 11:10 AM
To: Steve Thacker
Cc: Bruce Cox; Randy Randall; Ryan McLeod
Subject: RE: City Parks and Bldgs - Pavement Maintenance

Steve,

Below in red are estimated quantities to Crack Seal the parking lots and trail recommended for fall of 2016.

Joel Cahoon owner of Hot Asphalt has agreed to complete this work for the same unit price bid this past spring of \$1,925 / Ton.

The estimated amount based on what we typically use per SY of street is about 5 Tons, but I would recommend budgeting for 5 to 8 Tons for this work as some of these parking lots are in pretty rough shape.

I would recommend budgeting \$10,000 to \$15,000 for this work. They will, of course, be paid based on the actual tonnage placed.

Joel Cahoon could start in mid to late September and this will be a 2 to 3 day job.

Let me know if additional information is needed.

Kevin

From: Kevin Campbell
Sent: Friday, June 10, 2016 3:44 PM
To: Steve Thacker <stevet@centervilleut.com>
Cc: 'Bruce Cox' <bcox@centervilleut.com>; Randy Randall <rrandall@centervilleut.com>; Ryan McLeod <Ryan.McLeod@esieng.com>
Subject: City Parks and Bldgs - Pavement Maintenance

Steve,

Bruce and I have reviewed the following and here is an initial recommendation:

- Public Works Bldg and Parks Department Bldg – CS 2016 or 2017, SS 2018 (or after Decant Station), OL 2023 (approx. 13,000 SY ~ 2.25 TNS)
- City Hall – CS 2016 or 2017, SS 2018, OL 2023 (approx. 4,500 SY ~ 0.75 TNS)
- Founders Park – CS 2017 or 2018, SS 2019, OL 2024
- Cemetery – CS 2016 or 2017, OL 2017 (approx. 4,500 SY ~ 0.75 TNS)
- Island View lower parking lots – OL 2017
- Island View upper parking lot – CS 2019, SS 2020
- Freedom Hills Parking Lot – CS 2018, SS 2020

- Freedom Hills Trail – SS 2017, OL 2024
- Community Park East Parking Lot – CS 2017, SS 2019
- Community Park West Parking Lot – CS 2017, SS after new expansion
- Community Park Trail – CS 2016 or 2017, OL 2017 (approx. 2,500 SY ~ 0.5 TNS)
- Smoot Park West Parking Lot – CS 2016 or 2017, SS 2018 (approx. 1,500 SY ~ 0.25 TNS)
- Smoot Park East Parking Lot – CS 2016 or 2017, SS 2020 (approx. 1,500 SY ~ 0.25 TNS)

Let me know what your thoughts are on this list. There are definitely a lot of immediate needs for maintenance of these facilities.

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 COUNCIL
Staff Backup Report
8/16/2016**

Item No. 10.

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

Initiated By:

Scheduled Time: 8:50

SUBJECT

RECOMMENDATION

Councilmembers have requested a closed session to discuss the character or professional competence of an individual or individuals.

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No. 11.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

Mayor Cutler may recommend appointments to City boards/committees.

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/16/2016**

Item No.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- Monthly Building Report for July 2016



Steve Thacker
City Manager

Centerville City Building & Safety Department

655 North 1250 West, Centerville, Utah 84014

Monthly Building Report for July 2016

Construction Type	# of Permits		YTD Structures		Average Home Cost		Construction Valuation	
	Month	YTD	# Units	# Bldgs	Month	YTD	Month	YTD
Single Dwellings	2	21	21	21	398,211.00	288,532.00	796,421.00	6,059,165.00
Duplexes / Town Homes	5	19	19	4			1,026,104.00	3,915,224.00
Apartments	0	3	72	3			-	8,063,441.00
Addition/Alteration/Repair	5	21					462,579.00	844,290.00
Power/Mech	2	44					-	4,253.00
Signage	0	8					-	65,995.00
Commercial/Tenant Finish	1	16					120,000.00	2,804,369.00
Detached Structure/Gar	0	2					-	29,382.00
Demolition	0	2					-	-
Pool	0	2					-	55,000.00
Miscellaneous	7	49					150,289.00	847,148.00
Total Permits Issued:	22	187					Total Permitted Valuation:	2,655,995.00 22,885,297.00

Building Permit Related Revenues	Monthly		YTD Comparison	
	July 2016	YTD 2016	July 2015	YTD 2015
BUILDING	23,120.20	175,803.79	34,675.10	83,858.68
PLAN CHECK	4,208.16	60,764.83	17,437.97	36,312.87
ELECTRICAL	-	1,198.00	-	1,056.00
PLUMBING	-	-	-	-
MECHANICAL	132.00	1,716.00	-	1,838.00
GRADING	-	-	-	-
STATE SURCHARGE	232.52	1,759.77	346.75	867.00
WATER DEV	10,638.00	93,224.00	15,201.00	25,842.00
WATER CONNECTION	12,374.65	24,959.79	-	16,132.94
WATER METER	1,880.00	15,585.00	3,205.00	4,725.00
STORM DRAIN	4,880.93	4,880.93	-	-
FIRE IMPACT	3,297.00	53,757.35	15,633.00	18,250.65
PARK IMPACT	14,399.00	226,270.00	67,881.00	78,166.00
DRIVE APPROACH	245.00	1,465.00	140.00	380.00
BOND	9,000.00	48,000.00	4,000.00	19,000.00
SPECIAL IMP DIST/REC	-	12.00	-	12.00
ENGINEERING	1,000.00	4,848.77	-	500.00
TV INSPECT DRAINS	-	1,056.00	-	-
LANDSCAPING BOND	-	-	-	-