

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 *Steve Thacker*
subject: City Manager's Summary of March 15, 2016 Council Meetings
date: March 11, 2016

Commendation—RWAU Award – Centerville City received the Water System Resource Efficiency Award at the annual conference of the Rural Water Association of Utah earlier this month in St. George. Centerville's submittal will now be entered into the national competition. The statement read at the conference in connection with this award is available in the online meeting packet. Randy Randall, Public Works Director, and Mike Carlson, Deputy Public Works Director/Water Division Supervisor, were in St. George to receive the award.

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

E.2. Summary Action Calendar

- a. SRO Agreement** – The Davis School District has drafted a new interlocal agreement for cities providing police officers to be School Resource Officers. The Centerville Police Department provides the SRO for Centerville Jr. High.
- b. UDOT Utility License Agreement** – UDOT is asking all cities using state road rights-of-way for utilities to approve this standard agreement.
- c. Sidewalk Easement** – The City Engineer has required the owner of a single parcel development at 425 E. Chase Lane to grant an easement to accommodate a sidewalk. City Council needs to accept that easement.

E.3. County Property on 100 South Street – Davis County officials will attend and report that they intend to sell their property located at approximately 600 East 100 South Street—approximately 2 acres which includes the Deuel Creek channel and a basin. According to a 1997 Lease Agreement between the City and County—which allows the City to use the property as a “passive park”—the City has the option to purchase the property. Council should discuss whether to undertake a process to explore this option.

E.4. Briefing re Major Public Works Projects – The City Engineer and Public Works Director will brief the City Council on two major projects scheduled to go out to bid this spring—the reconstruction of 1825 North Street and the installation of a water main under I-15 at Chase Lane.

- E.5. Solid Waste Collection Contract** – In their March 1 meeting, the City Council agreed to study the possibility of negotiating an extension of the current solid waste collection contract with Ace Disposal. The Mayor and Councilmembers Ince and McEwan agreed to serve as a subcommittee, working with Blaine Lutz, and make a recommendation at the March 15 meeting. If they are not ready to make a recommendation, Blaine will provide a status report.
- E.6. 1250 West Parrish Lane Intersection Improvements** – The prior City Council authorized preparation of a conceptual plan for improvements on the corners of this intersection, including a trailhead on the southwest corner. To move this matter along, the next steps include taking the concept plan to the “design development” level so that a cost-sharing agreement can be negotiated with Maverik for construction of the trailhead improvements.
- E.7. Financial Report** – Blaine Lutz has prepared the monthly financial report for the 8-month period ending February 29, 2016.
- E.8. Mayor’s Report** – No topics are shown under this heading; however, Mayor Cutler may report on one or more City matters.
- E.9. City Council Liaison Report** – Councilman Bill Ince will report on his assignment in the emergency management program and as the City’s Chamber of Commerce representative.
- E.10. City Manager’s Report** – I will seek the Council’s reaction to the proposal to extend the July 4th parade route by beginning the parade near 1450 N. Main instead of at Chase Lane. I will also report on staff’s actions relating to the reptile house on Applewood Drive since the March 1 Council meeting.
- E.11. Miscellaneous Business** – Councilmembers wanting to attend the ULCT conference in St. George need to be working with Marsha for registration and hotel reservations. The Council also should give staff direction about video-streaming other City meetings.
- E.12. Employee Compensation and Benefits** – This is a continuation of the work session on March 1. Staff will answer questions from the Council about the current employee compensation plan and benefits, and will seek the Council’s reaction to the proposal to revise the Long-Term Sick Leave Policy, which was initially proposed to the prior City Council but is still pending a decision.
- E.13. Closed Meeting, if needed** – At this time I do not know of a need for a closed meeting, but the agenda allows for that possibility.
- E.14. Appointments to City Boards/Committees** – Mayor Cutler may recommend appointments to City boards/committees.
- E.15. Redevelopment Agency Meeting** – If the City Council approves the MGB+A design services contract during their regular meeting subject to RDA funding, then they should approve such funding in the later RDA meeting. As a foundation for that decision and future RDA funding decisions, Blaine has prepared a summary of RDA revenues, expenditures and other commitments by project area, which he will explain to the RDA Board.

Mayor
City Council
Department Heads
Planning Commission
March 11, 2016
Page 3

Potential Agenda Items for April 5, 2016 City Council or RDA meetings (subject to change):

- Work session re UTOPIA
- Bid award for garbage cans
- Fee Schedule amendment re garbage cans---i.e., initial purchase by homeowner
- Interlocal Agreement with Davis County for Barnard Creek Culvert Project
- Bid award for streets slurry seal and crack seal contract
- Staff update on reptile house
- Continue discussion on proposed ADU Ordinance
- RDA meeting

mlm

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 P.M. ON TUESDAY, MARCH 15, 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 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:

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

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT
 Councilman McEwan

COMMENDATION RE RURAL WATER ASSOCIATION OF UTAH AWARD

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

E. BUSINESS

7:10 1. **MINUTES REVIEW AND ACCEPTANCE**
 March 1, 2016 work session and regular Council meeting

(OVER)

- 7:10 2. Summary Action Calendar
- a. Interlocal Agreement with Davis County School District for School Resource Officer - Consider Resolution No. 2016-07
 - b. Statewide Utility License Agreement between the Utah Department of Transportation and Centerville City for operating, constructing, and maintaining City utility lines and facilities within State highway rights-of-way
 - c. Sidewalk Easement for Michael Graves Single Parcel Development at 425 East Chase Lane
- 7:15 3. Sale of Drainage Basin Property on 100 South (approximately 600 East)—discussion with County officials
- 7:35 4. Report and recommendation re Solid Waste Collection Contract
- 7:55 5. 1250 West/Parrish intersection improvements
- a. Review conceptual plans and proposed cost sharing
 - b. Approve contract for design development
- 8:10 6. Staff briefing re major 2016 public works projects
- a. 1825 North Street reconstruction
 - b. I-15 Water Main at Chase Lane
- 8:30 7. Financial Report for period ending February 29, 2016
- 8:40 8. Mayor's Report
- 8:50 9. City Council Liaison Report – Councilman Bill Ince
- 9:00 10. City Manager's Report
- a. Proposed extension of July 4th parade route
 - b. Update re reptile house
- 9:10 11. Miscellaneous Business
- a. ULCT 2016 Mid-Year Conference in St. George
 - b. Video-streaming other City meetings
- 9:15 12. Employee Compensation Plan and Benefits
- a. Questions and answers
 - b. Consider recommendation re Long-Term Sick Leave Policy
- 10:00 13. Closed meeting, if necessary, for reasons allowed by state law , including, but not limited to, the provisions of Section 52-4-205 of the Utah Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to *Utah Code Ann. § 78B-1-137*, as amended.
- 10:00 14. Possible action following closed meeting, including appointments to boards and committees

10:00 15. ADJOURN TO RDA MEETING

F. ADJOURNMENT

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

Marsha L. Morrow, MMC
Centerville City Recorder

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 PM ON MARCH 15, 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 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:

7:00 A. ROLL CALL

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

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

Councilman McEwan

COMMENDATION RE RURAL WATER ASSOCIATION OF UTAH AWARD

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 295-3477, or may make such request at the beginning of Open Session.) Please state your name and city of residence.

E. BUSINESS

- | | | |
|-------|-----|--|
| 7:10 | 1. | Minutes Review and Acceptance
March 1, 2016 work session and regular Council meeting |
| 7:10 | 2. | Summary Action Calendar <ul style="list-style-type: none"> a. Interlocal Agreement with Davis County School District for School Resource Officer - Consider Resolution No. 2016-07 b. Statewide Utility License Agreement between the Utah Department of Transportation and Centerville City for operating, constructing, and maintaining City utility lines and facilities within State highway rights-of-way c. Sidewalk Easement for Michael Graves Single Parcel Development at 425 East Chase Lane |
| 7:15 | 3. | Sale of Drainage Basin Property on 100 South (approximately 600 East)--discussion with County officials |
| 7:35 | 4. | Report and recommendation re Solid Waste Collection Contract |
| 7:55 | 5. | 1250 West/Parrish intersection improvements <ul style="list-style-type: none"> a. Review conceptual plans and proposed cost sharing b. Approve contract for design development |
| 8:10 | 6. | Staff briefing re major 2016 public works projects <ul style="list-style-type: none"> a. 1825 North Street reconstruction b. I-15 Water Main at Chase Lane |
| 8:30 | 7. | Financial Report for period ending February 29, 2016 |
| 8:40 | 8. | Mayor's Report |
| 8:50 | 9. | City Council Liaison Report - Councilman Bill Ince |
| 9:00 | 10. | City Manager's Report <ul style="list-style-type: none"> a. Proposed extension of July 4th parade route b. Update re reptile house |
| 9:10 | 11. | Miscellaneous Business <ul style="list-style-type: none"> a. ULCT 2016 Mid-Year Conference in St. George b. Video-streaming other City meetings |
| 9:15 | 12. | Employee Compensation Plan and Benefits <ul style="list-style-type: none"> a. Questions and answers b. Consider recommendation re Long-Term Sick Leave Policy |
| 10:00 | 13. | Closed meeting, if necessary, for reasons allowed by state law, including, but not limited to, the provisions of Section 52-4-205 of the Utah Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code Ann. § 78B-1-137, as amended |
| 10:00 | 14. | Possible action following closed meeting, including appointments to boards and committees |
| 10:00 | 15. | ADJOURN TO RDA MEETING |

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

**Staff Backup Report
3/15/2016**

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 March 15, 2016 Council meetings

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No.

Short Title: Councilman McEwan

Initiated By:

Scheduled Time:

SUBJECT

**COMMENDATION RE RURAL WATER ASSOCIATION OF UTAH ENERGY EFFICIENCY
AWARD**

RECOMMENDATION

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No.

Short Title: COMMENDATION RE RURAL WATER ASSOCIATION OF UTAH AWARD

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

Recognize Randy Randall and Mike Carlson for receipt of the RWAU System Resource Efficiency Award.

BACKGROUND

This is the statement read when this award was announced at the Rural Water Association of Utah annual conference in St. George earlier this month:

"Centerville City is the recipient of the 2015 Resource Efficiency Award. Centerville's public works staff exhibits a nearly obsessive desire to increase and achieve energy efficiencies and monetary savings by becoming more energy efficient. Projects implemented include: Re-plumbing facilities to lower head loss, replacing pumps with a more efficient one, pumping off-peak, replacing lighting with LED bulbs and many other strategies. The investment of \$38 thousand for all of their work will be repaid in savings in just one year. This is truly a great example as to how a community can benefit from energy efficiency. Centerville City is most deserving of the award for Resource Efficiency!"

Centerville's submittal for consideration of this award is attached.

ATTACHMENTS:

Description

- ☐ System Resource Efficiency Award Application

System Resource Efficiency Award

Centerville City continues to drive the cost of its power down through power usage strategies. In spring, 2015, after collecting the SCADA data for the previous year, Centerville City's water department analyzed daily and weekly water needs and modified its plans and strategies for water production. After developing the plans, the City presented them to Rocky Mountain Power. The company paid for an independent analysis of the plans and confirmed that they were a sound strategy. Accordingly, the power company incentivized the city to execute the plans. The strategies are five-fold:

1. In order to maximize the use of water that is pressurized at time of delivery into the city's system, the city re-plumbed the Weber Basin pump house to minimize head loss. This allowed two additional tanks at higher elevation in the system to be filled without pumping. The pump previously used to fill these two tanks was replaced by a much more efficient, much smaller inline pump as a backup if incoming pressure drops. It hasn't been necessary to use this backup pump since installation.
2. The City used the daily and weekly water usage data to select smaller pumps that would maximize off-peak hours to provide the same volume of water by pumping for longer periods at lower flow rates. The off-peak power cost is lower and the lower installed horsepower in the pump house reduced the power demand charge. The new pumps (5 and 7.5 hp) were installed in six pump houses along side the original 50 and 60 hp pumps (left installed as backups). Since installation, demand has been fulfilled without running the larger pumps.
3. The new, smaller pumps were selected with the highest possible motor and pump efficiency. Also, because the system now uses lower flow-rates for longer periods to meet the same demand, the original line sizings are larger than necessary for the new flow rates. This results in a substantial decrease in line losses and the associated wasted energy. Line losses were reduced by as much as 30 ft.
4. The power meter for one of the pump houses also provides power to a city park. By replacing all of the park lights with LED bulbs, the power consumption of the park was reduced by 90%.
5. Because smaller pumps have been installed, the backup electrical generators for the pump houses can be much smaller; three backup generators can be purchased for the price of one. This increases redundancy as well as provides more coverage in the city in case of a natural disaster for the same cost.

The system has been operating for ten months since implementing the strategies. The cost for implementing these five strategies was \$38,144. The power company's incentive was \$13,891. The cost savings for the past ten months has been \$17,373. The outstanding balance for the improvements is \$6,880; the return on investment for these five strategies is approximately 1 year.

If the City used no power cost saving strategies at all its annual power cost could be as much as \$318,936. With "normal" cost saving strategies (i.e. off-peak pumping, frequent coordination with the power company for the best rates), the city typically budgets and pays approximately \$87,000 annually for water system power. The City projects that water production power costs will be \$63,000 this year, a 28% reduction. These simple strategies have had a substantial effect on energy operating costs.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 1.

Short Title: Minutes Review and Acceptance

Initiated By: City Recorder

Scheduled Time: 7:10

SUBJECT

March 1, 2016 work session and regular Council meeting

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- March 1, 2016 work session minutes
- March 1, 2016 Council meeting minutes

PRELIMINARY DRAFT

Minutes of the Centerville City Council **work session** held Tuesday, March 1, 2016 at 5:30 p.m. in the Centerville City Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

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

STAFF PRESENT

Steve Thacker, City Manager
Blaine Lutz, Finance Director/Assistant City Manager
Lisa Romney, City Attorney
Jacob Smith, Assistant to the City Manager
Katie Rust, Recording Secretary

WORK SESSION RE: EMPLOYEE COMPENSATION PLAN AND BENEFITS

Steve Thacker, City Manager, explained the philosophy, objectives, and methodology of the current Employee Compensation Plan. He presented benchmark data comparing Centerville employee salaries with other cities and benefits provided to Centerville employees compared with other public employers in Utah. Mr. Thacker explained the merit pay increase matrix used, and emphasized that City employees do not receive a cost of living adjustment. Councilman McEwan asked if efforts to attract and retain good employees are based entirely on competitive compensation, or if other factors, such as advantages of working for Centerville City, are a factor. Mr. Thacker responded that current policies are based on providing competitive pay and benefits. He expressed the opinion that the policies have worked well, with relatively low employee turnover. The City Council can change compensation policies if desired. Mr. Thacker expressed the hope that the Council will not take the approach of settling all other aspects of the budget first with the intention of seeing what is left over for employee compensation, which he feels would send a negative message to employees.

Mr. Thacker presented tables showing annual/vacation/holiday leave and sick leave benefits compared to other cities, and explained City leave policies. He explained proposed amendments to the Long-Term Sick Leave policy intended to reduce and limit the City's associated financial liability. The Mayor commented that if a cap is not placed on Long-Term Sick Leave, the liability will continue to grow. Staff explained that it would take an employee 14.2 years of never taking sick leave to reach the proposed cap of 800 hours. The proposed cap would apply to current and new employees, with a 4-to-1 cash-in rate for hours exceeding the cap. Mr. Thacker encouraged the Council to become familiar with existing policies and liabilities, as well as proposed amendments. He reminded the Council that an employee committee was involved in putting together the recommended amendments.

ADJOURNMENT

The work session was adjourned at 6:53 p.m.

Marsha L. Morrow, City Recorder

Date Approved

Katie Rust, Recording Secretary

PRELIMINARY DRAFT

Minutes of the Centerville **City Council** meeting held Tuesday, March 1, 2016 at 7:00 p.m. at Centerville City Hall, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

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

STAFF PRESENT

Steve Thacker, City Manager
Blaine Lutz, Finance Director/Assistant City Manager
Lisa Romney, City Attorney
Cory Snyder, Community Development Director
Paul Child, Police Chief
Jacob Smith, Assistant to the City Manager
Katie Rust, Recording Secretary

VISITORS

Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT

Councilwoman Mecham

OPEN SESSION

Neil Lish – Mr. Lish asked if the Council or staff know who is responsible for throwing the small advertising newspapers in driveways, and expressed a desire to contact those responsible and ask that it stop on his property. The Council and staff responded that entities are not required to register advertising with the city, and they do not know who is responsible.

MINUTES REVIEW AND ACCEPTANCE

The minutes of the February 16, 2016 work session and regular Council meeting were reviewed. Councilman Ince made a **motion** to approve the minutes of both meetings. Councilwoman Mecham seconded the motion, which passed by unanimous vote (5-0).

STAFF REPORT AND DISCUSSION REGARDING REPTILES AND EXOTIC ANIMALS IN RESIDENTIAL ZONES

In December of last year, the Community Development Department received a few complaints regarding a large number of reptiles and other alleged animals owned by James Dix at residential property (558 Applewood Drive). Lisa Romney, City Attorney, reported that the Community Development Department investigated the complaints and found no violation of City Zoning Ordinances. The Community Development Department determined that the ownership and maintenance of reptiles at the subject location is not specifically regulated or prohibited under Centerville City Zoning Ordinances. It was concluded that this matter appears to be primarily an animal control issue. The City has adopted the Davis County animal control ordinances by reference. Based on initial discussions with the County, it was concluded that many of the reptiles and animals at the property are exempt from Davis County animal control ordinances because Mr. Dix has a permit from the Division of Wildlife Resources (DWR) for the

1 possession of certain reptiles and wildlife. Based on these findings, the Community
2 Development Department has not pursued a zoning enforcement action for the possession and
3 housing of reptiles at this location. It appears from initial research by staff and discussions with
4 County and DWR representatives that Mr. Dix is well recognized as an expert in reptiles, and
5 provides rescue services and training for many governmental entities and enforcement
6 agencies.

7
8 Ms. Romney named some of the complaints filed, including the housing of an excessive
9 number of animals within the home, having aquariums stacked all over the house, concerns
10 about dangerous reptiles getting out of the house, concerns about a pest control truck parked at
11 the house on a Saturday, introduction of rodents in the community, unsightly appearance of the
12 home, smell, and raccoons and other animals sheltered in the residence.

13
14 Clint Thacker, Director of Davis County Animal Control, stated that he inspected the
15 home earlier in the day. He said that some of the allegations were true and some were false.
16 He reported that everything looked healthy and secure, and appeared to be managed in a
17 professional manner. He said there are a lot of animals, but nothing beyond the number to
18 cause alarm. Director Thacker stated he has known Mr. Dix for at least 14 years through his
19 rescue organization, and through Mr. Dix's involvement in providing education and training to
20 animal control officers nationwide. He confirmed that Mr. Dix has a Certificate of Registration
21 (COR) from the DWR, and pointed out that City ordinances only specifically regulate numbers of
22 cats and dogs in a residence. Director Thacker said that, in his opinion, no smell or noise
23 problems are apparent, and there is nothing to cause alarm. He described some of Mr. Dix's
24 community education efforts, and expressed gratitude for knowledge Mr. Dix has shared with
25 children. Mayor Cutler added that Mr. Dix made a presentation in Founders Park during a past
26 4th of July celebration. The Mayor commented that the concern is the appropriateness in a
27 residential situation, and the possibility that the reptiles will get out. Responding to a question
28 from Councilman McEwan, Director Thacker stated that Mr. Dix does not receive payment from
29 the County for his education and rescue efforts.

30
31 Sergeant Wyatt Bubak, representing the DWR, stated that Mr. Dix holds a lengthy COR
32 from the DWR, specifying what animals and how many he may have. The DWR can conduct an
33 inspection at any reasonable time. Mayor Cutler asked if it is normal to house these types of
34 animals in residential areas rather than commercial areas. Sergeant Bubak responded that
35 each individual case is different. The DWR does not regulate location. Compliance with city
36 codes is the responsibility of the individual. Mr. Dix is unique in the extent of his COR, but is not
37 unique in holding a COR.

38
39 Mr. Dix stated he began his reptile rescue program in 1998. He said he has 43 years of
40 experience in handling wild, dangerous, and venomous reptiles, is very good at what he does,
41 and has never had an escapee. He explained that multiple animals of the same type are
42 needed for educational situations for the health and comfort of the animals. Mr. Dix described
43 some of his rescue and education efforts. He stated it is not his intention to make anyone
44 uncomfortable, and expressed confidence that the situation is not unsafe. Mr. Dix said all his
45 animals are housed in secure cages; the rattlesnakes are in locked tanks in a secure room. He
46 said his mammals (housed at a different location) are very well trained. Mr. Dix described his
47 intention to move the animals to a vacant shelter in West Valley if discussions with the West
48 Valley Council go well. He said he will keep the animals (approximately 250 at this time) at the
49 present location until another location is available. Mr. Dix said his rescue program is a non-
50 profit operation. He is a plumber by trade. He provided the Council with information packets
51 (attached to the agenda packet on NovusAgenda).

1 Mayor Cutler stated he feels Mr. Dix provides a valuable service, but that the residential
2 home is not an appropriate location. Mr. Dix assured the Council that he does not house exotic
3 animals for which anti-venom is not readily available.
4

5 Councilwoman Fillmore expressed that, considering the fact that the City has adopted
6 policies regulating the number of residents and cats and dogs allowed in a home, her inclination
7 is to make a motion to send the matter to the Planning Commission for consideration. Cory
8 Snyder, Community Development Director, responded he feels it is more of an animal control
9 issue than land-use issue. Agricultural animals are regulated in the city because of space
10 needs. Chickens were introduced in residential areas because of current trends. Mr. Snyder
11 stated that zoning ordinances can be supportive, but the County animal control ordinance would
12 be the place to start if a change is desired. He cautioned that regulating pets, hobbies, and
13 behavior becomes problematic. Councilman McEwan asked if Mr. Dix is required to have a
14 business license. Mr. Snyder responded that business licenses are reciprocal by State law.
15 The question is determining the point of business. Mr. Dix commented he holds a business
16 license issued by Tooele County. Mayor Cutler stated the City will continue to investigate the
17 situation and look at options. He committed to Mr. Dix that he would contact Mayor Bigelow of
18 West Valley City and encourage progress regarding the vacant shelter. Mr. Dix said he would
19 be more than happy to contribute his expertise if the City decides to adopt reptile laws.
20

21 **SOUTH MAIN STREET CORRIDOR PLAN**
22

23 Bruce Pitt, a resident and Centerville business owner, invited the City Council and
24 anyone interested to contemplate whether or not an assisted living project, particularly on South
25 Main Street, would bring value and be of substance for the community. He invited them to
26 investigate sufficiently to make discussions productive without the contention that tends to
27 surround discussions about South Main Street. He expressed his love for Centerville and said
28 he has been involved in discussions about South Main Street for quite some time. He said his
29 family is interested in selling their property on Main Street, but he feels strongly about high
30 density in Centerville. Mr. Pitt said he has been approached about the possibility of an assisted
31 living center on Main Street. He pointed out that an assisted living center would not generate a
32 lot of crime or weekday traffic, but would provide a valuable opportunity for service. He said that
33 after much contemplation he felt he could get behind the possibility of an assisted living project.
34 He mentioned the possibility of putting parking underneath the structure to preserve green
35 space on the surface. Mr. Pitt said he visited a number of assisted living centers, and was
36 especially impressed with one in Brigham City developed by the Dunn and Larsen families. The
37 goal of that facility is to have each citizen feel better about themselves every day. Mr. Pitt said
38 he believes there are many people in Centerville who love the city, want to continue living here,
39 and want to die here. He expressed a desire to avoid the contention that has always been part
40 of the South Main Street Corridor (SMSC), and invited everyone to visit the facility in Brigham
41 City.
42

43 Councilwoman Mecham asked Mr. Pitt how many beds he would anticipate for the
44 proposed facility and the size of the building. Mr. Pitt responded that he would like her to visit
45 the Brigham City facility and experience the environment that can be created. Councilman
46 McEwan stated he feels taking a public body out of a public setting gives the appearance of
47 impropriety. He said he does not have a problem with the concept of an assisted living facility,
48 but he does not want to give the impression of giving special access. Mr. Pitt asked if the
49 Planning Department or another neutral party could be sent to obtain information and report
50 back to the Council. Mayor Cutler said it is not uncommon for the City Council to have a
51 fieldtrip. A fieldtrip would be noticed as a public meeting, with the public welcome to join the

1 Council. The Council also has the ability to send staff. Mr. Pitt said the only way he can think of
2 to bypass the hurt feelings that have come out of the SMSC process is for those interested to
3 take a look at what can be done in an up close, personal way. Councilwoman Mecham asked if
4 a video could be made of the inside and outside of the building to present in public meeting. Mr.
5 Pitt responded that a video could be made, but would not portray the emotions that can be
6 experienced in person. He said he was not completely sold on the idea until he personally
7 visited the Brigham City facility.

8
9 Councilwoman Ivie said she is concerned with the idea of voting on something just
10 because she feels like it without being able to justify the vote in some other way. She said she
11 would be more comfortable if a video were presented in open meeting. Councilwoman Ivie said
12 that, like many other people, she has limited time and does not have the flexibility to take a
13 fieldtrip to Brigham City. Mayor Cutler commented that an assisted living facility project would
14 require changes to the zoning ordinance. Councilwoman Ivie said she knows there are strong
15 feelings about the size of buildings on Main Street and appropriate uses, and said without fairly
16 concrete size definitions she cannot determine whether she would be in favor of the idea. Mr.
17 Pitt repeated his desire for the Council and citizens to personally see the facility in Brigham City
18 to experience what is possible. Councilwoman Ivie responded that buildings have to externally
19 fit their location. She said she believes if being inside the building is required to have a positive
20 feeling, it would not be a good fit for the community. She said she thinks the idea is a good one,
21 but may not work in the proposed location if it does not harmonize with the neighbors. Mr. Pitt
22 suggested the Council talk to the Brigham City Council and community to hear how the existing
23 facility was received. Councilman McEwan complimented Mr. Pitt for letting everyone be on the
24 same factual basis as the proposal is put together. He added that he believes specific numbers
25 will be needed to begin discussions and gauge the community's reaction. Mr. Pitt expressed
26 willingness to follow the established process, and repeated his desire to resolve issues early in
27 the process to prevent contention.

28
29 Mr. Snyder stated that, in his experience, land owners bear the burden of research in a
30 potentially controversial project, typically doing high-level investigation and holding
31 neighborhood meetings before presenting to the City. He said he would not want the Council to
32 be cornered into feeling committed, bypassing the public process. The developers need to put
33 time into investigating the possibilities. Mr. Pitt expressed his commitment to following the
34 established process, and his desire to visit with the citizens about the exciting possibilities.
35 Councilwoman Ivie cautioned Mr. Pitt that a zoning change for an assisted living facility is a sore
36 subject for many citizens because of a previous situation, in which a zoning change was made
37 on the assumption of an assisted living facility, but ending with a very different result. A majority
38 of the Council seemed to be in agreement that it would be acceptable for staff to visit the
39 Brigham City facility.

40
41 **CITIZEN REQUEST REGARDING ACTIVE GREEN SPACE**

42
43 Brita Johnson, a citizen of Centerville, expressed the concern that City ordinances do
44 not differentiate between active and passive green space in development requirements. She
45 referred to the development occurring on Porter Lane (Hafoka property), and stated she feels
46 active and passive green space should be differentiated to guide future development, and
47 suggested perhaps the City could be divided into specific zones. Ms. Johnson explained she is
48 a contract paralegal trained to look for ways to mitigate risk. She suggested Centerville
49 examine what sister cities have done to avoid ambiguity that could be challenged regarding
50 green space.

1 Mr. Snyder explained how green space is calculated, and expressed the opinion that the
2 Hafoka property with the wetlands area was an anomaly within the city. He said the only other
3 place that might require active and passive green space to be differentiated is the hillside. If the
4 city were to consider annexation on the hillside, differentiation would be helpful, but he said he
5 does not feel it is a wide-spread issue in Centerville. As a former Planning Commissioner,
6 Councilman Ince said he feels the Hafoka situation would have been different if the location of
7 the wetlands on the property had been different. Mr. Snyder responded he feels it is a matter of
8 perspective.

9
10 Mr. Snyder described densities in Centerville prior to 2003, and since 2003, as well as
11 parks and open space requirements, and Park Impact Fees. He described the balance to be
12 found between impact fees and density. Passive open space requirements exist in all City
13 zones. The City does not require active space, and Mr. Snyder stated the long-term viability of
14 active space inside developments is questionable. He explained that active space is used as a
15 density bonus in all other South Davis cities. Most communities do not make active space a
16 priority in their ordinances. Mr. Snyder repeated that most sensitive property in the city will be
17 on the hillside and shore lands. Ms. Johnson pointed out that developable space runs out over
18 time, and she expressed confidence that even the hillside will be developed eventually. She
19 expressed a desire for the City to lay ground work for development.

20
21 Councilman McEwan made a **motion** to direct the Planning Commission to consider
22 how active versus passive space is calculated in relation to sensitive lands. Councilwoman
23 Mecham seconded the motion, which passed by unanimous vote (5-0).

24
25 The Council took a break from 9:23 p.m. to 9:32 p.m.

26
27 **SOLID WASTE COLLECTION CONTRACT**

28
29 Blaine Lutz, Finance Director/Assistant City Manager, reported that the City's contract
30 with ACE for solid waste and recycling collection will expire June 30, 2016. The Council could
31 choose to either put the contract out for bid, or renegotiate with ACE. Mr. Lutz emphasized that
32 quality of service is important with solid waste collection. He stated that ACE has always
33 provided excellent service and continues to do so, and stated that staff does not feel any
34 collector could provide better service. ACE has indicated willingness to negotiate an extension
35 or renewal of the contract. The bid process would need to begin right away, if the Council
36 chose to go out for bid. Mr. Lutz explained that the cost of recycling is up in the air right now,
37 and predictions would be difficult. He recommended the City enter into discussions with ACE to
38 renegotiate the contract for an extension. A new service provider would most likely want at
39 least a five year commitment. The last full RFB for solid waste collection in the city was in 2003.

40
41 Councilwoman Fillmore commented she remembers a work session last year with ACE
42 representatives, and comparative data prepared by staff. She said that, following the work
43 session, she was confident in the decision to renew the contract with ACE. Mr. Lutz stated he
44 could update the comparisons. Councilwoman Mecham expressed her opinion that ACE does a
45 wonderful job. The Council and staff discussed the bid process. City Manager Thacker stated
46 that whether the Council chooses to renegotiate or open a bid, the City's recycling fee is
47 expected to increase. Mr. Thacker commented that last year Councilman Higginson, as the
48 City's liaison to the Waste District, mentioned the Waste District may add the ability to sort
49 recycling from regular garbage at the burn plant, which would make home garbage/recycling
50 separation unnecessary. Councilman McEwan said, considering the amount of time since the
51 last full RFP, it would be worth going out for bid. Councilwoman Fillmore pointed out that a lot

PRELIMINARY DRAFT

of staff time is required to conduct the analysis of expenses and benefits associated with a bid. Mr. Thacker suggested the Mayor and two Council members participate in a subcommittee to review data and make a recommendation to the full Council. The Mayor and Council members Ince and McEwan agreed to work with staff.

MAYOR'S REPORT

- Mayor Cutler reported on outreach efforts by Police Chief Child to educate the community regarding crime and mental health.
- The Mayor clarified a statement he made at the previous Council meeting, reporting that UTOPIA is averaging 30 sign-ups per quarter in Centerville.

CITY MANAGER'S REPORT

- Mr. Thacker updated the Council on State legislative issues. The Council was unanimously in favor of encouraging Legislators to support legislation regarding collection of sales tax for online purchases. Councilman McEwan corrected a statement he made at the last Council meeting regarding SB 114, clarifying that only electrical services could be extended beyond city limits. He stated the Bill has been stripped to only the eleven UTOPIA cities, making it UTOPIA specific Legislation.
- Council member goals should be submitted to Mr. Thacker by Thursday, March 3rd.
- Mr. Thacker reported that the City's TAP application for money from UDOT was not granted. Therefore, the City's portion of the Porter Lane/1250 West intersection improvements will likely come from RDA funds.

MISCELLANEOUS BUSINESS

Councilman Ince provided the Council with a schedule for citizen outreach evenings at City Hall.

APPOINTMENT

Mayor Cutler recommended the Council appoint Mel Miles to serve on the Whitaker Museum Board. Councilman McEwan made a **motion** to appoint Mel Miles to the Whitaker Museum Board. Councilwoman Ivie seconded the motion, which passed by unanimous vote (5-0).

ADJOURNMENT

At 10:09 p.m. Councilman McEwan made a **motion** to adjourn the meeting. Councilwoman Ivie seconded the motion, which passed by unanimous vote (5-0).

Marsha L. Morrow, City Recorder

Date Approved

Katie Rust, Recording Secretary

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 2.

Short Title: Summary Action Calendar

Initiated By:

Scheduled Time: 7:10

SUBJECT

- a. Interlocal Agreement with Davis County School District for School Resource Officer - Consider Resolution No. 2016-07
- b. Statewide Utility License Agreement between the Utah Department of Transportation and Centerville City for operating, constructing, and maintaining City utility lines and facilities within State highway rights-of-way
- c. Sidewalk Easement for Michael Graves Single Parcel Development at 425 East Chase Lane

RECOMMENDATION

- a. Approve Resolution No. 2016-07 regarding Interlocal Agreement with Davis County School District for School Resource Officer.
- b. Approve Statewide Utility License Agreement between the Utah Department of Transportation and Centerville City for operating, constructing, and maintaining City utility lines and facilities within State highway rights-of-way.
- c. Accept Sidewalk Easement for Michael Graves single parcel development at 425 East Chase Lane and direct City Recorder to execute and record the Sidewalk Easement with the Davis County Recorder's Office.

BACKGROUND

- a. The City has previously entered into an interlocal agreement with the Davis County School District to provide a law enforcement officer to act as a School Resource Officer for the District at Centerville Junior High. Centerville Police Officer Jeremy Brown is currently providing this service as the City's School Resource Officer. Officer Brown speaks highly of the program and noted that the program has had a significant impact on the reduction of juvenile crimes in the City. The School District has updated its standard Interlocal Agreement for School Resources Officers and has requested the City enter into this new Interlocal Agreement. Staff has reviewed this Interlocal Agreement and recommends the City Council adopt Resolution No. 2016-07 authorizing the execution of this agreement with the School District.

The 2015-2016 financial contribution from the School District to Centerville City for the SRO services is \$16,300. This is based on a District-wide assumption that the total salary and benefits cost for a police officer for 9 months is \$65,000, and that the officer is spending 20 hours per week (half time) at the school during that 9 months, with the City and School District sharing the estimated cost 50/50 for those 20 hours

per week.

Officer Brown also serves as the DARE officer at the four elementary schools in Centerville. However, the DARE program is not the subject of an Interlocal Agreement with the School District and receives no funding from that entity.

b. The City plans to do some work in the UDOT right-of-way and UDOT requires that we first enter into a Statewide Utility License Agreement (SULA) with UDOT. The SULA is intended to assist in expediting the approval of UDOT permits for operating, constructing and maintaining City utility lines and facilities within UDOT rights-of-way. The terms of the SULA will apply to all permits issued by UDOT to the City for facilities and work within the UDOT rights-of-way. This is a standard agreement and UDOT is not willing to make any changes. Staff recommends the City enter into SULA as drafted.

c. Michael Graves has applied for a building permit to construct a single family dwelling at 425 East Chase Lane. As a condition of building permit review, the City Engineer has requested the developer dedicate a 1' wide sidewalk easement to the City to ensure that the entire public sidewalk in front of the house is within the public right-of-way and easement area. The attached Sidewalk Easement has been prepared for this purpose and has been signed by the property owners of record. Staff recommends the City Council accept the Sidewalk Easement and direct the City Recorder to submit the same for recording at the Davis County Recorder's Office.

ATTACHMENTS:

Description

- ☐ Resolution No. 2016-07-SRO
- ☐ Interlocal Agreement-SRO
- ☐ Statewide Utility License Agreement
- ☐ Sidewalk Easement-Graves

RESOLUTION NO. 2016-07

**A RESOLUTION OF THE CENTERVILLE CITY COUNCIL AUTHORIZING
THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN
CENTERVILLE CITY AND THE BOARD OF EDUCATION OF DAVIS SCHOOL
DISTRICT FOR THE DESIGNATION OF SCHOOL RESOURCE OFFICERS**

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code Ann.* § 11-13-1, *et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects and services; and

WHEREAS, Centerville City and the Board of Education desire to enter into a cooperative agreement pursuant to the Interlocal Cooperation Act to provide for the designation and utilization of school resource officers in accordance with the terms and conditions of the attached agreement;

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

Section 1. Agreement Approved. The Centerville City Council hereby accepts and approves the attached Interlocal Agreement between Centerville City and the Board of Education of Davis School District regarding school resource officers as more particularly set forth in Exhibit A, attached hereto and incorporated by reference.

Section 2. Mayor Authorized to Execute. The Centerville City Council hereby authorizes the Mayor to sign the attached Interlocal 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 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 15th DAY OF MARCH, 2015.**

ATTEST:

CENTERVILLE CITY

Marsha L. Morrow, City Recorder

By: _____
Mayor Paul A. Cutler

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

According to the provisions of the U.C.A. § 10-3-719, as amended, resolutions may become

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

MARSHA L. MORROW, City Recorder

DATE: _____

EFFECTIVE DATE: ____ day of _____, 20____.

EXHIBIT "A"

**INTERLOCAL AGREEMENT
FOR SCHOOL RESOURCE OFFICERS**

INTERLOCAL AGREEMENT
SCHOOL RESOURCE OFFICERS
CENTERVILLE CITY

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by and between the BOARD OF EDUCATION OF DAVIS SCHOOL DISTRICT, of Farmington City, Davis County, State of Utah, (hereinafter referred to as the "District"), and CENTERVILLE CITY CORPORATION, located in Centerville, Davis County, State of Utah, (hereinafter referred to as the "City"), as follows:

RECITALS

- I. The District is a School District organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- II. The City is a Municipal Organization organized and existing pursuant to and in accordance with the Constitution and statutory laws of the State of Utah.
- III. The District owns educational facilities and provides educational services to children residing within the boundaries of Davis County.
- IV. The City employs trained law enforcement officers qualified to act as School Resource Officers (SRO's).
- V. The District has need for SRO's to perform law enforcement related services in connection with its facilities and programs.
- VI. The City and the District are desirous of entering into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively providing SRO's on District property and in connection with District programs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions as hereinafter set forth, the District and the City hereby agree as follows:

1. DURATION OF AGREEMENT

This Agreement shall continue and remain in full force and effect for a period of five (5) years, unless terminated by the mutual consent of both parties or terminated in accordance with the termination provisions contained herein.

2. ANNUAL REVIEW, COSTS AND SERVICES

The District agrees to provide funding and reimbursement to the City for SRO services provided in accordance with this Agreement. Annual funding and reimbursement to the City for the 2015-2016 school year shall be provided in accordance with Addendum "A" attached hereto and incorporated herein by reference. Amendments to Addendum "A" for subsequent school years may be made on an annual basis as an amendment to this Agreement. Representatives of each party shall meet annually to review the continued applicability of the provision of services and the associated reimbursements outlined in this Agreement. The District shall annually compensate the City for the services provided hereunder, as agreed to annually, no later than January 15th of each calendar year for the current school year.

In the event that the parties are unable to agree upon the continued applicability of the provision of services and the reimbursements associated therewith during the Annual Review, this Agreement may be terminated by either party as outlined in Section 15 below.

3. NO SEPARATE ENTITY

No separate legal entity is created by the terms of this Agreement. There shall be no personal property acquired jointly by the parties as a result of this Agreement and nothing contained herein shall be construed to create any fiduciary relationship between the parties. The respective managers of the City and the District are hereby appointed and empowered to take such cooperative action or undertaking as necessary to administer this Agreement and to carry out the terms hereof.

4. PURPOSE

The purpose of this Agreement is to provide a legal means for the parties to more efficiently and effectively provide SRO's to District facilities and programs to accomplish the following:

A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies;

B. To encourage SRO's to attend extra-curricular activities held at schools, when possible, such as PTA meetings, School Community Council meetings, athletic events and concerts;

C. To foster a safe and secure environment on District facilities and at District programs by acting swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances;

D. To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

E. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and

F. To encourage SRO's to provide traffic control and enforcement at schools when deemed necessary for the safety and protection of students and the general public.

5. DESIGNATION OF SCHOOL RESOURCE OFFICERS

A. The City shall designate and/or assign one of its law enforcement officers to act as and provide SRO services during the term of this Agreement as follows:

Centerville Junior High School – One part-time SRO.

B. SRO's shall at all times remain employees of the City and shall be subject to the administration, supervision and control of the City, except as outlined in this Agreement.

C. The City, in its sole discretion, shall have the power and authority to hire, discharge and discipline SRO's. The City shall hold the District harmless and indemnified from and against any and all claims, suits or causes of employment practices brought by SRO's.

D. In the event an SRO is absent from work, the City agrees upon request from the District to make reasonable efforts to assign a substitute SRO to provide necessary services to that campus during the regularly assigned SRO's absence.

E. Special circumstances occur from time to time beyond the control of the City. Special circumstances may temporarily remove the SRO's from the schools as listed herein without replacing the officers for the duration of the Special circumstance. In such instances, the City will respond to emergency situations or criminal acts in a reasonable manner.

6. BASIC QUALIFICATIONS OF SCHOOL RESOURCE OFFICERS

In designating and/or assigning law enforcement officers to act as SRO's pursuant to this Agreement, the City shall take the following qualifications and factors into consideration:

- A. Shall be a sworn law enforcement and should have at least two years of law enforcement experience;
- B. Shall possess a sufficient knowledge of the applicable federal and state laws, City and County ordinances, and Board of Education policies and regulations as applicable to SRO's;
- C. Shall be capable of conducting in-depth criminal investigations;
- D. Shall possess even temperament and set a good example for students; and
- E. Shall possess communication skills which would enable the officer to function effectively within the school environment.

7. DUTIES OF SCHOOL RESOURCE OFFICERS

SRO's are intended to provide the following services pursuant to the terms of this Agreement:

- A. To protect lives and property for the citizens and public school students of the County;
- B. To enforce federal, state and local criminal laws and ordinances within their jurisdiction;
- C. Shall not enforce school administrative regulations. Infractions of school rules should be handled at the school level. SRO's should be available to the school for advice, assistance, and consultation. School administrators should handle issues that are the exclusive concern of school officials and do not constitute a violation of the law;
- D. To investigate criminal activity committed on or adjacent to school property;
- E. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;
- F. To answer questions that students may have about Utah criminal or juvenile laws;
- G. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- H. To assist in providing security for special school events or functions at the request of the principal or the principal's designee;
- I. To provide traffic control during the arrival and departure of students when necessary;

J. To notify his/her immediate supervisor and the school principal or the principal's designee when absent from work due to illness, training, vacation, or an agency emergency;

K. To notify his/her immediate supervisor and the School Safety Coordinator of any event that could cause media representatives to inquire about a newsworthy incident;

L. To submit all incidents and arrest reports to the SRO's agency according to their departmental policy;

M. To maintain communications with supervisors, school administration, and school safety personnel through assigned radios, pagers, voice-mail, and cellular phones. Voice-mail and e-mail should be checked each working day for any broadcast messages;

N. To assist the administration and faculty in formulating criminal justice programs if implemented in the assigned school; and

O. To formulate educational crime prevention programs designed to reduce the opportunity for crimes to occur.

8. CHAIN OF COMMAND

As employees of the City, SRO's shall follow the chain of command as set forth in the Centerville City Police Department Policies and Procedure Manual. In the performance of their duties, SRO's shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

9. TRAINING/BRIEFING

Training of SRO's for the purpose of maintaining their law enforcement certification shall be at the direction of the City. The District may also provide training in Board of Education Policies, regulations and procedures.

10. DRESS CODE

Dress for the SRO will be the uniform of the day, as set forth by the SRO's agency.

11. SUPPLIES AND EQUIPMENT

The City agrees to provide each SRO with the following equipment:

A. Motor vehicles. The City shall provide a standard patrol vehicle for each SRO. In addition, the City agrees to provide all maintenance for such vehicles and purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the City.

B. Weapons and ammunition. The City agrees to provide the standard issue pistol and rounds of ammunition for each SRO.

C. Office Supplies. The City agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties.

D. Communication. The City agrees to provide SRO's with the necessary communication equipment.

E. The school should provide the SRO with a desk, chair, computer; office work area; and keys for school access.

12. DUTY HOURS

Specific SRO duty hours at a particular school shall be set by mutual agreement between the Police Chief and the principal or the principal's designee of the school to which the SRO is assigned.

13. INVESTIGATION, INTERROGATION, SEARCH AND ARREST PROCEDURES

The protections afforded an individual suspected of wrongdoing are different for law enforcement officials than for school administrators. It is the responsibility of the SRO to assure that his/her actions regarding involvement in investigations complies with the applicable standards to assure any evidence obtained is admissible in a court of law. SRO's shall notify the school principal or the principal's designee before removing a student from campus. The principal or the principal's designee shall follow the standards outlined in District Policy.

14. ACCESS TO EDUCATION RECORDS

A. SRO's shall be designated as "law enforcement units" for the purposes of school records as required by the Family Educational Rights and Privacy Act, 20 USCA § 1232g (FERPA). Schools may freely share information about students with their SRO's for the purpose of maintaining safe schools.

B. Records or files which the SRO creates and maintains for a law enforcement purposes rather than school disciplinary purposes are not student education records and are not protected by FERPA. These law enforcement unit records may be disclosed to third parties without parental consent in accordance with applicable provisions of law.

C. Law enforcement officials other than the SRO may inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, these law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

D. If information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to other law enforcement officials that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence.

E. If confidential student records information is needed, but no emergency situation exists, the information may be released to other law enforcement officials only upon the issuance of a search warrant or subpoena to produce the records, with written consent of the student's parent or guardian, or as otherwise provided by law.

15. LIABILITY AND INDEMNIFICATION

The District and the City shall each be responsible for conducting of their respective activities provided for and contemplated herein, and each waives all claims against the other in connection with any claim arising out of or connected with the conduct of any of the activities contemplated by this Agreement, including the right to contribution for loss or damage by reason of injury to persons or damages to property arising out of or in any way connected with or incident to the activity of such party as contemplated by this Agreement. Furthermore, each party agrees to indemnify and hold the other party harmless for any claim, injury, or damage arising out of or connected with the actions of such other party in connection with any activity contemplated by this Agreement. Each party agrees to maintain public liability insurance coverage during the term of this Agreement with coverage in an amount recommended by the party's insurance carrier.

16. TERMINATION PROVISIONS

This Agreement may be terminated at any time by either party giving written notice to the other party of its intent to terminate this Agreement, which notice shall be given not less than ninety (90) days prior to termination.

17. ASSIGNMENT

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

18. BINDING

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

19. AMENDMENTS

This Agreement may be amended only in writing signed by the parties hereto. A copy of each amendment shall be given to each of the parties and attached to and incorporated into this Agreement as an Addendum with the date of applicability corresponding with the fiscal year of the District.

20. NO WAIVER OF IMMUNITY

Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the party employing their services even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities available to either party under the Government Immunity Act as set forth in *Utah Code Ann. Title 63G, Chapter 7* as amended.

21. NO THIRD PARTY BENEFICIARIES

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

22. SEVERABILITY

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

23. APPROVAL BY GOVERNING BODY

This Agreement shall not be effective until approved by Resolution of the governing body of each party and filing of duplicate originals with the official keeper of records of each party.

24. ENTIRE AGREEMENT

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

25. APPROVAL OF AGREEMENT BY AUTHORIZED ATTORNEY

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

26. DISPUTE RESOLUTION

The parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. In attempting to resolve any disputes, the Davis School District Security Coordinator and the Centerville City Chief of Police shall be involved. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have signed this Interlocal
Cooperation Agreement the day and year first above written.

BOARD OF EDUCATION OF
DAVIS SCHOOL DISTRICT

CENTERVILLE CITY

GORDON ECKERSLEY
President

PAUL CUTLER
Mayor

ATTEST:

CRAIG CARTER
Business Manager

STEVE THACKER
City Manager

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

APPROVED AND REVIEWED AS TO
PROPER FORM AND COMPLIANCE
WITH APPLICABLE LAW:

MICHELLE BEUS
Legal Counsel

LISA ROMNEY
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2016, personally appeared before me GORDON ECKERSLEY and CRAIG CARTER, who being by me duly sworn did say, each for himself, that he, Gordon Eckersley, is the President of the Board of Education of Davis School District ("Board"), and he, Craig Carter, is the Business Administrator of the Board, and that the foregoing instrument was signed on behalf of the Board by authority of the Board and Gordon Eckersley and Craig Carter each duly acknowledged to me that the Board executed the same and that the seal affixed is the seal of the Board.

NOTARY PUBLIC

Residing at:

My Commission Expires:

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2016, personally appeared before me, PAUL CUTLER and STEVE THACKER, who being by me duly sworn did say, each for himself, that he, Paul Cutler, is the Mayor, and that he, Steve Thacker, is the City Manager, and that the foregoing instrument was signed on behalf of Centerville City and each did duly acknowledge that Centerville City executed the same and that the seal affixed is the seal of Centerville City Corporation.

NOTARY PUBLIC

Residing at:

My Commission Expires:

ADDENDUM A

SCHOOL RESOURCE OFFICER **REIMBURSEMENT TO THE CITY FOR** **2015-2016 SCHOOL YEAR**

In accordance with Section 2 of the Interlocal Agreement for School Resource Officers between the Board of Education of Davis School District and Centerville City, the parties have negotiated the following funding and reimbursement to the City and agree that this Addendum shall be incorporated into and become a part of the Interlocal Agreement for School Resource Officers.

The cost of the services provided by Centerville City pursuant to the Interlocal Agreement shall be shared by the parties with the School District's portion of such being **\$16,300** for the 2015-2016 school year. Such payment shall be made to the City on an annual basis in accordance with the provisions of Section 2 of the Interlocal Agreement.

CENTERVILLE CITY
250 NORTH MAIN STREET
CENTERVILLE, UT 84014

Federal ID No. 87-6000905

**STATEWIDE UTILITY LICENSE AGREEMENT
NONINTERSTATE**

THIS AGREEMENT made and entered into this ____ day of _____, 2016, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and CENTERVILLE CITY a Political Subdivision in the State of Utah hereinafter referred to as the "CITY".

RECITALS:

WHEREAS, the parties desire to assist in expediting the approval of UDOT permits for operating, constructing and maintaining utility lines and related facilities ("facilities") within state highway rights of way; and excluding longitudinal installations within the interstate highway rights of way; and

WHEREAS, the terms of this agreement shall apply to all permits issued to allow access onto state highway rights of way; and

WHEREAS, this agreement shall apply to approved location and construction permits on state highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the parties desire that this agreement supersedes all previous utility license agreements executed between the two parties

NOW THEREFORE, In consideration of the promises and mutual covenants and agreements contained herein, said parties hereby covenant and agree as follows:

(1) **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not a permit or a guarantee of a permit. However, UDOT agrees to promptly review any application for a permit that CITY files pursuant to the procedures established in this agreement and Utah Administrative Code R930-7. CITY and UDOT agree to work together in good faith to reach a mutually beneficial decision on any permit application.

(2) **APPROVAL:** Unless otherwise stated herein, or in any particular permit or agreement, all permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement.

Permit applications shall be presented to the appropriate **UDOT** Region/District Permits Office which shall have the authority to issue. All previous and future permits are subject to the requirements of R930-7. **UDOT** may apply special limitations for any work within the right of way. The issuance and approval of a permit enables the **CITY** to proceed with the work and permitted use in accordance with the terms of the permit.

(3) **RESERVATION AND SPECIAL PROVISIONS:** **UDOT** reserves the right to require an agreement or specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as required by **UDOT** may be incorporated into any permit issued after this agreement is executed.

(4) **INSPECTION:** **UDOT** may perform routine inspection of utility construction work to monitor compliance with the license agreement, encroachment permit and with state and federal regulations. **UDOT's** inspection does not relieve the **CITY** of its responsibilities in meeting the permit conditions and **UDOT's** specifications. The **CITY** is responsible for **UDOT's** inspection costs.

(5) **COSTS:** The **CITY** shall pay the entire cost of the facilities installation.

(6) **BEGINNING CONSTRUCTION:** The **CITY** shall not begin any work on **UDOT** right of way until **UDOT** issues the permit and provides notice to proceed to the **CITY**. After notice to proceed is received, the **CITY** shall complete construction in accordance with **UDOT** requirements and time period.

(7) **TRAFFIC CONTROL:** In addressing traffic control, the **CITY** shall conduct its construction and maintenance operations in compliance with **UDOT's** current Utah MUTCD or **UDOT** Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be performed to minimize closures of intersecting streets, road approaches, or other access points. The **CITY** shall submit in advance traffic control plans showing detours and signing operations to allow **UDOT** reasonable time to review the plans. The **CITY** shall not perform full or partial lane closure without prior approval of **UDOT** Region/District Director or authorized representative. The **CITY** shall conform to **UDOT** approved traffic control plans and permit conditions.

(8) **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The **CITY** shall perform all work on **UDOT** right-of-way in compliance with R930-7, current **UDOT** Standard Specifications for Highway and Bridge Construction, **UDOT** Permit Excavation Handbook, and all applicable state and federal environmental laws and regulations.

(9) EMERGENCY WORK: Emergency work may be done without prior permit if imminent danger of loss of life or significant damage to property exists. In all emergency work situations, the **CITY** or its representative shall immediately contact **UDOT** on the first business day after the emergency and complete a formal permit application. Failure to contact **UDOT** for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement and R930-7. At the discretion of the **CITY**, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the **CITY** shall comply with the State Law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior permit.

(10) RESTORATION OF TRAFFIC SIGNAL EQUIPMENT: Any traffic signal equipment or facilities which are disturbed or relocated as a result of the **CITY's** work must be restored in accordance with plans approved by **UDOT**. Restoration of traffic signal equipment must be done at the **CITY's** expense by a qualified electrical contractor experienced in signal installation, retained by the **CITY** and approved in advance by **UDOT**. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

(11) MAINTENANCE: The facilities shall at all times be maintained, repaired, constructed and operated by and at the expense of the **CITY**. The facilities will be serviced without access from any interstate highway or ramp. If the **CITY** fails to maintain the facilities, **UDOT** may notify the **CITY** of any maintenance needs. If the **CITY** fails to comply with **UDOT's** notification and complete the needed maintenance, then **UDOT** reserves the right, without relieving the **CITY** of its obligations, to reconstruct or make repairs to the facilities, as it may consider necessary, and the **CITY** shall reimburse **UDOT** for its cost.

(12) LIABILITY: Pursuant to R930-7-6(2)(c), the **CITY** is not required to post a continuous bond. **CITY** shall maintain continuous commercial general liability (CGL) insurance with **UDOT** as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 completed operations aggregate. The liability of the **CITY** shall not be limited to the amount of the insurance policy. The policy shall protect **CITY** and **UDOT**, from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the **CITY's** operations under this Permit.

The **CITY** shall require CGL insurance with the same limits as described above of all its contractors and subcontractors naming the **CITY** and **UDOT** as additional insured's. Such insurance shall protect the **CITY** and **UDOT** from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from work or operations performed under this Permit by themselves, contractors subcontractors or anyone directly or indirectly employed by any of them from the **CITY's** operations under this Permit. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. This insurance coverage shall be maintained for a continuous period until the **CITY's** facilities are removed from **UDOT's** right of way. The **CITY** shall notify **UDOT** immediately in writing at the following address if this insurance is planned to be terminated or is terminated:

Statewide Utilities Engineer
Utah Department of Transportation

4501 South 2700 West
PO Box 148380
Salt Lake City, Utah 84114-8380

Failure to maintain the required insurance is cause for termination of this agreement and cancellation of any permits.

Pursuant to R930-7-6(6)(b) **UDOT** may require a performance and warranty bond from the **CITY** for permits issued under this agreement. The amount of the bond, not less than \$10,000, will be set according to the permitted scope of work. If a bond is required, **UDOT** may proceed against the bond to recover all expenses incurred by **UDOT**, its employees or representatives to restore to **UDOT** standards the sections of roadway not completed or damaged by the **CITY**. The liability of the **CITY** shall not be limited to the amount of the bond.

The **CITY** will indemnify, defend, and hold harmless **UDOT**, its employees, and the State of Utah from responsibility for any damage or liability arising from their construction, maintenance, repair, or any other related operation during the work or as a result of the work pursuant to permits issued under this agreement.

(13) FUTURE HIGHWAY CONSTRUCTION: As part of the consideration for this agreement **UDOT** has the right to cross said facilities line at any point necessary in future construction, expansion or improvement of the state highway system provided that **UDOT** uses due care in the protection of the facilities line in making the crossing.

(14) CANCELLATION OF PERMITS: Any failure on the part of **CITY** to comply with the terms and conditions set forth in the license agreement or the encroachment permit may result in cancellation of the permit. Failure of the **CITY** to pay any sum of money for costs incurred by **UDOT** in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the utility facilities may also result in cancellation of the permit. **UDOT** also may remove the facilities and restore the highway and right of way at the sole expense of the **CITY**. Prior to any cancellation, **UDOT** shall notify the **CITY** in writing, setting forth the violations, and will provide the **CITY** a reasonable time to correct the violations to the satisfaction of **UDOT**.

(15) ASSIGNMENT: Permits shall not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file a new permit application.

(16) SUCCESSORS AND ASSIGNS: All covenants and agreements herein contained shall be binding upon the parties, their successors and assigns.

(17) UDOT MAINTENANCE OPERATIONS: Underground facilities must be buried to the proper depth to avoid conflict with **UDOT's** normal and routine maintenance activities. In entering into this agreement with **UDOT** and obtaining a permit for the work, the **CITY** agrees to avoid such conflicts by placing its facilities in compliance with the required horizontal clearance, vertical clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

In all cases the CITY shall protect, indemnify and hold harmless UDOT, its employees, and the State of Utah for damages because of the failure of the facilities to meet the horizontal or vertical clearances. Any noncompliance to the above requirements may result in cancellation of the CITY's permit. If the noncompliant facilities need to be moved due to a UDOT project, the CITY must pay 100% of the relocation costs if the facilities were installed in violation of UDOT's required clearances. If the CITY is found to be in violation of its permit with respect to vertical or horizontal location, such violation may also result in cancellation of its permit.

(18) TERMINATION OF LICENSE AGREEMENT: This agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement, permits and R930-7. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (12) above continues until CITY's facilities are removed from UDOT's right-of-way. The indemnification obligations in this agreement shall survive termination of the agreement.

(19) MISCELLANEOUS:

- A. Any changes to this agreement must be in writing and signed by both parties.
- B. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this agreement, or by law, will not release either party from any obligations arising under this agreement.
- C. Each party represents that it has the authority to enter into this agreement.
- D. This agreement shall be governed by and construed in accordance with the laws of Utah. In the event of a dispute, the venue shall be the Third District Court, Salt Lake County, Utah.
- E. If any provision or part of a provision of this agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision. Each provision shall be deemed to be enforceable to the fullest extent under applicable law.

Approved by **CENTERVILLE CITY**

Notary: SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ DAY OF _____, _____,

BY _____

NOTARY PUBLIC

By: _____
Signature

Date

Name (printed)

Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Richard Manser, P.E.
UDOT Statewide Utilities Engineer

Date

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.

WHEN RECORDED, MAIL TO:

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

Affects Parcel No.: 02-010-0038

PUBLIC SIDEWALK EASEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, **ALLAN D. GRAVES AND ILENE GRAVES AND MICHAEL D. GRAVES**, hereby grant, convey, sell and set over unto **CENTERVILLE CITY**, a municipal corporation of the State of Utah, as Grantee, its successors, assigns, licensees and franchisees, a perpetual sidewalk easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace public sidewalk improvements and facilities, hereinafter called the "Facilities," said sidewalk easement being situated in Davis County, State of Utah, over and through a parcel of Grantors' land, which easement is more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference.

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

Grantors shall not build or construct, or permit to be built or constructed, any building or other improvement over or across said sidewalk easement, nor change the slope or contour thereof. This sidewalk easement shall run with the land and shall be binding upon and inure to the benefit of the Grantors and Grantee and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this sidewalk and slope easement this day of March 9, 2016.

"GRANTORS"

ALLAN D. GRAVES

Allan D. Graves
Allan D. Graves

ILENE GRAVES

Ilene Graves
Ilene Graves

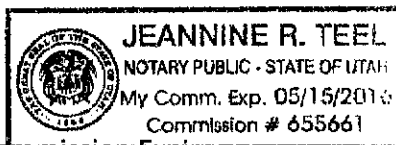
MICHAEL D. GRAVES

Michael D. Graves
Michael D. Graves

ACKNOWLEDGMENT

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On the 9 day of March, 2016, personally appeared before me **ALLAN D. GRAVES AND ILENE GRAVES AND MICHAEL D. GRAVES**, who being by me duly sworn, did acknowledge that they are the owners of the Property referred to in the foregoing instrument, and that they executed the same.



My Commission Expires:

Jeannine R. Teel
Notary Public

Residing at:

May 15, 2016

Accepted for Recordation by Centerville City:

Centerville City

Marsha L. Morrow, City Recorder

Date

Exhibit A

Description of Sidewalk Easement

*Intelligent Engineering
Innovative Solutions*

3 March 2016

Nate Cook

Description for sidewalk easement at 425 East Chase Lane

The South 1.00 foot of Lot 3 Block 1 Sunset Heights Subdivision Plat A, Part of Sections 5,6,7 and 8, T2N, R1E, S1B&M, Davis County, Utah recorded August 9 1956, entry number 159091.



181 North 200 West
Suite 4
Bountiful, Utah
84010

Tel 801.298.2216
Fax 801.298.5983
Web www.entellus.com

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 3.

Short Title: Sale of Drainage Basin Property on 100 South (approximately 600 East)—discussion with County officials

Initiated By: Davis County

Scheduled Time: 7:15

SUBJECT

RECOMMENDATION

Allow Davis County officials to explain their proposed sale of county-owned property on 100 South and the City's option to purchase the property. The City Council may then want to discuss and agree upon a process for making the decision of whether to purchase the property.

BACKGROUND

In 1997 the Centerville City Council approved a Lease Agreement (attached) with Davis County pertaining to the use of land owned by the County at approximately 600 East 100 South, referenced in the Lease as the "Deuel Creek Debris Basin". The property (approx. 2 acres--see attached aerial photo) contains a basin constructed in the 1980's for the purpose of capturing debris and sediment from Deuel Creek flows. The Lease gives the City permission to use the land as a "passive park". The initial term of the lease was "... for two years and shall continue thereafter until terminated by either party upon written notice of termination to the other party at least ninety (90) days prior to the effective date of such termination." (Section 2)

Section 8 describes the City's option to purchase, as follows:

- "In the event the County declares the Property to be surplus property, it will notify the City so that the City may participate in the public bidding process outlined in the Davis County Ordinances."

County officials notified the City Manager last week that they would like to be on the City Council's agenda on March 15 to notify the City of the intent to terminate the Lease Agreement and sell the property, and of the City's option to purchase it.

ATTACHMENTS:

Description

- ☐ 1997 Lease Agreement
- ☐ Aerial photo of area

97-109

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 21 day of April, 19 97, by and between CENTERVILLE CITY, a municipal corporation, whose mailing address is 250 North Main Street, Centerville, Utah, 84014, hereinafter the "City," and DAVIS COUNTY, whose mailing address is P.O. Box 618, Farmington, Utah, 84025, hereinafter the "County."

RECITALS

WHEREAS, Davis County owns property and facilities within Centerville City known as the Deuel Creek Debris Basin, which property is used as a debris basin and consists largely of open space; and

WHEREAS, Centerville City desires to lease a portion of the Debris Basin property from the County and to develop such property for parks and recreation purposes; and

WHEREAS, the County is willing to lease such property to the City and permit the City to develop the property for parks and recreation purposes in accordance with the provisions set forth herein.

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

1. Leased Premises. The County hereby leases to the City and the City hereby leases from the County that certain real property located in Davis County, State of Utah, consisting of approximately 2.04 acres, hereinafter referred to as the "Property," and described as follows:

Beginning at a point on the north line of 200 South Street a 50 foot wide street which is South 89°56'56" East 858.0 feet and North 0°28'15" East 28.5 feet from the Centerville City monument marking the centerline of 200 South Street and 400 East Street; and running thence North 89°57'50" East 329.30 feet, thence North 2°16'00" West 125.97 feet, thence South 86°56'20" West 32.86 feet, thence North 3°03'40" West 20.00 feet to a chain link fence, thence North 8°48'10" East 143.89

feet along said chain link fence, thence South 89°59'04" West 310.10 feet, thence South 0°28'15" West 286.41 feet to the point of beginning. Said property is part of Block 15 in Plat "A", Centerville Townsite Survey, and one half of platted road west of Block 15.

2. Term. The initial term of this Agreement shall be for two (2) years, and shall continue thereafter until terminated by either party upon written notice of termination to the other party at least ninety (90) days prior to the effective date of such termination.

3. Rent. In consideration of this Lease Agreement, the City shall pay to the County a one-time lump sum payment for the entire term of this Agreement in the amount of ten dollars (\$10.00).

4. Improvements. The City shall have the right, at the City's expense, to develop the Property for park and recreation purposes, provided that prior approval of all such development shall first be obtained from the County (hereinafter "Improvements"). The City shall have the right, in its sole discretion, to determine what, if any, Improvements it wishes to make to the Property. The City agrees that all development of the Property by the City shall be in accordance with the provisions and limitations of the County's ordinances, rules, and regulations. The City further covenants to comply with all applicable Federal and State laws, including all requirements for obtaining any necessary permits and/or approvals, prior to development of the Property by the City. The County hereby grants approval to the City to develop the Property as set forth in the Passive Park Master Plan, attached hereto as Exhibit "A," and incorporated herein by this reference.

5. Maintenance. The City shall be responsible for all maintenance and upkeep of any and all Improvements constructed or placed upon the Property by the City, including weed control. All Improvements shall be maintained in a safe and proper condition.

6. Use. The City shall be entitled to use and occupy the Property for public park and recreation purposes, which use shall not impair or conflict with the primary purpose of the Property

as a debris basin. The City shall not make any illegal use of the Property.

7. Ownership. Unless otherwise agreed in writing signed by the parties, the County shall retain fee title ownership of the Property and the City shall retain ownership of all Improvements placed upon the Property by the City during the term of this Lease. The City shall have the right to remove any equipment or Improvements located on the Property by the City at any time prior to expiration or termination of the Lease, provided that such removal does not interfere with the County's use of the Property as a debris basin and/or does not leave the Property in an unsafe condition. Unless otherwise agreed in writing signed by the parties, at the expiration or termination of this Lease, any remaining Improvements located upon the Property shall become the property of the County.

8. Option to Purchase. In the event the County declares the Property to be surplus property, it will notify the City so that the City may participate in the public bidding process outlined in the Davis County Ordinances.

9. Indemnification. Except for negligence of the County, its officers, employees, representatives, agents and sureties, the City hereby agrees to indemnify and hold the County, its officers, employees, representatives, agents, and sureties harmless from and against any and all loss, liability, expense, claims and damages arising out of the City's use of the Property and Improvements thereon for recreational purposes. This indemnification includes any claim against the County for damage, loss, or injury suffered by the public while using the Property and Improvements thereto for recreational purposes.

10. Notices. All notices required or desired to be given during the term of this Lease shall be delivered personally or sent by certified mail, return receipt requested, postage prepaid to the other party at the parties' respective addresses set forth hereinabove.

11. Surrender of the Property. The City agrees to surrender the Property to the County at the termination of the tenancy herein created, or any extension thereof, in good order, reasonable use and wear and tear thereof excepted.

12. Holding Over. If the City shall hold the Property after the expiration of the term hereof with the consent of the County, express or implied, such holding over shall constitute a month to month tenancy, subject to the terms and conditions of this Agreement, including the ninety (90) days notice of termination.

13. Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, promises, representations or warranties with respect to the subject matter hereof.

14. Amendment. This Lease may not be altered or amended except by subsequent written agreement executed by all of the parties hereto.

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

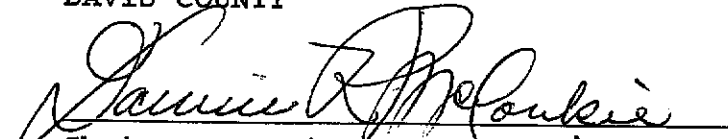
16. No Business Relationship. The parties agree that this Lease is not intended to and does not create any agency, joint venture, partnership or other relationship or business association of any kind between the parties.

17. Binding Effect. This Lease and the covenants and terms and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective officers, employees, representatives, and successors in interest.

18. Portion Withdrawal. The parties hereto agree that the County may withdraw any portion of the leased premises from the terms and conditions of this Lease by giving sixty (60) days written notice to the City designating which portion or portions of the leased Property is being withdrawn.

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

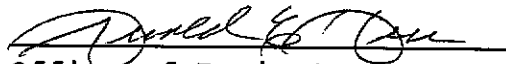
"COUNTY"
DAVIS COUNTY


Chairman, Davis County Commission

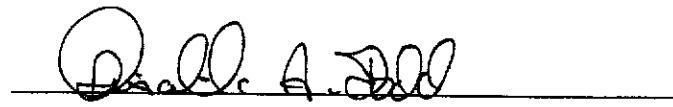
ATTEST:


County Clerk/Auditor

Approved as to Form:


Office of Davis County
Attorney

"CITY"
CENTERVILLE CITY


Mayor

ATTEST:


Deputy City Recorder


Office of Centerville
City Attorney



EXHIBIT "A"

Passive Park Master Plan



670 E

690 E

610 E

696 E

715 S

705 E

820 E

835 E

555 E

585 E

595 E

605 E

615 E

695 E

61 S

617 E

820 E

835 E

100 S

550 E

600 E

699

S 700 E

799

E 100 S

840

Island View Dr

100 S

550 E

600 E

699

S 700 E

799

E 100 S

840

Island View Dr

200

620 E

650 E

702 E

716 E

750 E

770 E

790 E

200

205

235

244 S

272

65 S

675 E

701 E

725 E

755 E

777 E

785 E

200

205

235

244 S

272

Canyon Way

100

116 S

128 S

156 S

184 S

212 S

244 S

272

300

330

360

390

420

450

480

510

540

570

600

630

660

690

720

750

780

810

840

870

900

930

960

990

1020

1050

1080

1110

1140

1170

1200

1230

1260

1290

1320

1350

1380

1410

1440

1470

1500

1530

1560

1590

1620

1650

1680

1710

1740

1770

1800

1830

1860

1890

1920

1950

1980

2010

2040

2070

2100

2130

2160

2190

2220

2250

2280

2310

2340

2370

2400

2430

2460

2490

2520

2550

2580

2610

2640

2670

2700

2730

2760

2790

2820

2850

2880

2910

2940

2970

3000

3030

3060

3090

3120

3150

3180

3210

3240

3270

3300

3330

3360

3390

3420

3450

3480

3510

3540

3570

3600

3630

3660

3690

3720

3750

3780

3810

3840

3870

3900

3930

3960

3990

4020

4050

4080

4110

4140

4170

4200

4230

4260

4290

4320

4350

4380

4410

4440

4470

4500

4530

4560

4590

4620

4650

4680

4710

4740

4770

4800

4830

4860

4890

4920

4950

4980

5010

5040

5070

5100

5130

5160

5190

5220

5250

5280

5310

5340

5370

5400

5430

5460

5490

5520

5550

5580

5610

5640

5670

5700

5730

5760

5790

5820

5850

5880

5910

5940

5970

6000

6030

6060

6090

6120

6150

6180

6210

6240

6270

6300

6330

6360

6390

6420

6450

6480

6510

6540

6570

6600

6630

6660

6690

6720

6750

6780

6810

6840

6870

6900

6930

6960

6990

7020

7050

7080

7110

7140

7170

7200

7230

7260

7290

7320

7350

7380

7410

7440

7470

7500

7530

7560

7590

7620

7650

7680

7710

7740</

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 4.

Short Title: Report re Solid Waste Collection Contract

Initiated By:

Scheduled Time: 7:35

SUBJECT

RECOMMENDATION

BACKGROUND

There has been several new items this week regarding the state of recycling along the Wasatch Front. The information seems to be consistent that the market has changed dramatically. There are other letters and articles attached. I am completing some comparative information of other cities. I am making assure that the information is comparing the same services. For example, if the carrier provides cans or the city does. I will go over the comparison at the meeting. I hope to have some additional data from Ace before the meeting.

ATTACHMENTS:

Description

- ☐ Waste District
- ☐ Waste Management Statement
- ☐ Ace Letter
- ☐ Letter - Wasatch
- ☐ John Higginsons's - Wast District Rep



Printed: March 10, 2016

Davis landfill ends drop-off recycling

After 10 cities started curbside recycling, landfill's collection has fallen 1,000 tons



PHOTO PROVIDED BY CALEB LARKIN

The Davis County landfill has closed its on-site recycling program because the amount of material it collected had fallen from 1,200 tons in 2012 to 164 tons in 2014.

BY LORETTA PARK STANDARD-EXAMINER STAFF

LAYTON — Davis County residents who once saved plastics, aluminum cans and glass bottles to take to the landfill for recycling no longer have that option, waste management officials say.

Last week the Wasatch Integrated Waste Management District stopped letting Davis County residents drop off items they want recycled at its location. The change, which went into effect March 3, was made because of a significant decrease in the number of recyclables the district has collected in the past few years, said Nathan Rich, chief executive officer and executive director of the district.

Since 10 of 15 Davis County cities opted to start curbside recycling programs in the past few years, the number of recyclables brought to the landfill has plummeted, Rich said.

The recycling program peaked in 2012 — two years after it started — when it took in 1,200 tons of recyclable items, Rich said. However, that number was down to 164 tons in 2014. Those numbers, paired with a nationwide drop in the amount of money waste management can fetch for the recycled items, led to the Layton landfill's decision.

"There are more convenient ways to recycle, and there are companies that offer private curbside pickup to residents," Rich said.

However, the landfill will continue to accept items like tires, hazardous waste, motor oil, metal, carpet pads and green waste.

Rich said many residents who have delivered their own recyclables to the landfill in the past are upset about the change.

One Layton couple, Mac and Kelly White, are among them. The Kellys live in a condominium operated by a homeowners association that doesn't have curbside recycling.

"We have always recycled," said Mac White. "We always have sorted our trash, putting the recycled items in one bag, and then we took it to the Layton recycling center on Saturdays."

So when the couple tried to drop off their recyclables last Saturday, they were surprised to hear it would no longer accept the items.

"I'm shocked. In times like this when we're environmentally conscious, it simply doesn't make sense," Mac White said.

He said he wasn't told the service would be discontinued at any of his prior visits to the waste management district.

"It's really frustrating to me," said Kelly White, who pointed out the closure impacts everyone in her neighborhood. "We like to recycle."

She said they were told they can take their items to the Ogden recycling center, where they will have to pay a fee, or just throw them in the trash.

A news release from the city of Layton said curbside pickup of recyclables is available throughout the city, operated by Mountain West Curbside Recycling.

The service's cost varies by area but averages about \$10 a month, said Richard Hamik, sales manager with Ace Recycling & Disposal, the company that owns and operates Mountain West.

The curbside pickup service collects items like plastic, glass, aluminum and newspapers. Mountain West can also arrange one-time only recycling collections, Hamik said.

For more information about the service, call 801-627-3056.

In the wake of the change, the Wasatch Integrated Waste Management District building where recyclable items were once taken is undergoing its own transformation — it's being recycled into a thrift store.

The grand opening of the thrift shop, run by Pioneer Adult Rehabilitation Center (PARC), is slated for 10 a.m. March 14, though its soft opening was in December.

The store sells items gathered from the landfill, though Davis County residents can also take items directly to the store, Rich said.

The thrift store will be open from noon to 6 p.m. Tuesday through Saturday. PARC has leased part of the building for the store and is providing jobs to its clients who have disabilities.

You can reach reporter Loretta Park at lpark@standard.net or at 801-625-4252. Follow her on [Twitter@LorettaPark](#) SE or like her on Facebook.

From: Holbrook, Beth [<mailto:bholbroo@wm.com>]

Sent: Tuesday, July 07, 2015 8:06 AM

To: Rich Knapp

Subject: RE: Facebook Post

Rich,

This is from our communications team.

The recycling commodities market is down due to low demand and Waste Management has to offset the cost of collecting and processing recyclables that are bringing in lower value.

Recycling is a global business that is impacted by events like the price of oil dropping, which weakens the demand for recycled plastics as well as the amount of recyclable materials on the global market.

Although it's the right thing to do, recycling isn't free. Typically, recyclable collectors will pay customers a rebate for the value of Single Stream materials, minus any processing costs. As markets have shifted downward in the last few years, profits have turned into negative revenue with recyclable collectors subsidizing the costs. More and more, you will begin to see these costs shared by customers, resulting in a fee for recyclable collection service. The comment from Melissa Harward seems to be discussing getting money back from turning it in to a recycler; these are actually different things. Curbside offers the direct pick up of recyclables; which allows for more recyclables to be picked up.

Regards: Current Status of Mixed Recyclables market

To who it may concern,

The Economic condition in Americas recycling markets is being described as "no longer sustainable", and a "national crisis." As a result our local recycling processor has asked us to start paying a fee, effective Dec 1st 2015, to continue processing our Municipal "mixed" recyclables. All over the nation fees ranging from \$15 to \$45 dollars are being assessed by Recycling Processors to cover the costs of a massive loss market value. Ace is writing today to express the concern with our current contracts, and make you aware of our recycling programs future.

The reason for this sudden market change dates back to middle 2014 when China introduced a "Green Fence" policy. This demanded that material commodities such as cardboard or paper be "clean" or free of contaminants to allow for a better final product. This mandate fell heavy on many Recyclers that process "mixed recyclables" because when you have a mixed stream, liquids or contaminants can easily pollute a paper product. Many loads were rejected and shipped back to the states at cost of over \$10,000 per rejected load. This added cost to recydlers drove rebates down and added stress to the ports in California where most of Utah's recyclables end up.

Many failed to see that this was the beginning of China's economic downturn. Over the last 15 years China has been growing at an incredible rate and consumed a majority of our Steel, Paper, and Plastics to reduce their cost for raw materials. Many Municipalities across the U.S. started "curbside" recycling programs in the past 10 years that fed China's needs. Now, many Steel mills and paper mills across China have shut down. The value of plastics is incredibly low due to low oil prices and cheaper raw materials. The U.S. does not have enough mills to keep the recyclables market competitive, and now we have a surplus of sorted material selling at very low rates, if at all. These conditions are expected to remain or worsen over the next year.

As you know our agreements and contracts stipulate that we are responsible for Recycling fees and in some cases obligated to rebate your cities from revenues of sold product. Ace has "floor" agreements in place with our processor, Rocky Mountain Recycling, to protect us from losing money on our jobs. We have been informed that they can no longer honor these agreements, and worse, they will have to start charging us. We believe Rocky Mountain is experiencing a hardship that they cannot overcome right now, and the fact is we can pay to recycle this material right now, or choose to landfill it. With these conditions there would be savings to landfilling this material, but you must decide if this direction would be best for your cities.

Many believe that these market conditions are worsening due to high contamination levels in our cans and a lack of recycling education. There is no doubt both of these can be improved, and we are working with our recycling coalitions to improve education to reduce contamination. Reducing contamination will help offset the recycler's burden to process and dispose of "waste" material. This is something we can take action on right away to help offset our fees, and any help from you would be greatly appreciated. If your residents understand nature of this crisis now, they may make stronger efforts to help "keep it clean."

We have attached multiple items describing the value of your "Curbside Recyclables", articles regarding the market, and even commodity market rebate prices at the mills. With a zero rebate year for 2015 we hoped the market would rebound, but it has worsened. At this point we are asking to discuss contract amendments for the remainder of our contracts to allow a cost sharing option. In return for this amendment we plan to turn over all proceeds for the remainder of our contract when the market returns to "rebate" status. We anticipate you would have to pass costs to your residents ranging from \$.30 to .40 per home to help cover these new fees. With the light weight of recyclables, if the market worsened to match the cost of landfill disposal the worst fees would be is \$.70 per home per month. And if we could reduce our contamination, it would help offset the fees as well. Our business relationship is extremely important to everyone at Ace, and we thank you for reading this and considering any options.

Example of Rocky Mountain Recycling Rebate/Charge structure (each home produces an average of 43 lbs mixed recyclables per month, which equals roughly .021 tons)

1 ton example (2000 lbs)

83% Recyclable material = .83 ton x \$10 fee= \$8.30

17% additional Contamination (trash)= .17 ton x 55 (disposal processing costs)= \$9.35

Total tipping fee \$17.65

Price per home division = .37 per home

RECYCLING INFORMATION

Due to lack of participation and the increasing availability of other recycling services, the Recycling Center at the Davis Landfill was closed, effective Thursday March 3, 2016. Wasatch Integrated Waste Management apologizes for any inconvenience the closing of that facility has caused its customers.

In order to assist customers in finding alternatives and encourage continued recycling, the following information is provided.

For those customers living in the following cities, curbside collection of recyclables is available:

- Centerville (801) 295-3477
- Farmington (801) 451-2383
- Kaysville (801) 546-1235
- Layton (801) 336-3800
- Sunset (801) 825-1628
- Syracuse (801) 825-1477
- West Point (801) 776-0970
- Woods Cross (801) 292-4421

Please contact your city for more information on curbside costs and frequency of collection.

Customers living in Davis, Morgan, and Weber Counties, in cities where municipal curbside recycling is not available, may contact Mountain West Recycling to inquire about commercially available curbside recycling. They can be reached at www.mountainwestrecycling.com or (800) 208-3389.

Recycling drop off opportunities within the community are also available, including:

- Clearfield Recycling, www.clearfieldrecycling.com or (801) 776-0377 (most recyclables)
- Weber County Transfer Station,
http://www.co.weber.ut.us/solid_waste/services.php, (801) 399-8359

Please contact recyclers before attempting to drop off recyclables.

Another excellent resource for locating recycling opportunities in your area is, www.earth911.com. Drop off information for most types of recyclables are available here.

Blaine and Mayor,

Please see Director Nathan Rich's response below.

He said industry is guessing the recycling market won't rebound for 2 to 3 years.

I think you should be comfortable with the flexibility to negotiate either a 2, 3 or 4 year contract in order to get the best terms.

If the Board decides to move ahead with the expanded MRF (which he mentions...this is the expansion that would allow recyclables to be put in the garbage cans and separated at the landfill), there still will be some growing pains, and maybe we allow them to get the process perfected until our contract would expire with a curbside program.

Or, maybe the curbside continues to exist.

Let me know if you have any questions. Nathan Rich is also willing to discuss with any of you by phone, or in person if desired.

John Higginson

LDS Church Purchasing

801-240-0228

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 5

Short Title: 1250 West/Parrish intersection improvements

Initiated By: City Manager

Scheduled Time: 7:55

SUBJECT

- a. Review conceptual plans and proposed cost sharing
- b. Approve contract for design development

RECOMMENDATION

- a. Reaffirm support for the proposed improvements to the southeast and southwest corners of 1250 West Parrish Lane intersection, and the proposed cost-sharing with Maverik.
- b. Approve the Design Services Contract with MGB+A relating to design development for the trailhead improvements on the southwest corner of this intersection, *subject to approval of RDA funding for this contract by the RDA Board.*

BACKGROUND

The prior City Council expressed support for the concept drawings prepared by Dan Sonntag of MGB+A, as well as the proposed cost-sharing of the trailhead improvements on the southwest corner. Before staff can proceed with negotiation of a cost-sharing agreement with Maverik, the concept drawings need to be taken to the next level--i.e. design development documents. The scope of work represented by the attached MGB+A contract would accomplish this. Upon completion of that design work--which will include staff and Maverik in the process--staff will draft a cost-sharing agreement for Council approval, with the intent of the RDA funding the City's share of the improvements cost.

The attached email dated December 18, 2015, from the City Manager to Don Lilyquist of Maverik, describes the proposed cost-sharing arrangement conceptually.

ATTACHMENTS:

Description

- ☐ MGB+A Design Services Contract
- ☐ 1250 West Parrish Concept Plan
- ☐ Email re: cost-sharing proposal



February 5, 2016

Steve Thacker
City Manager
250 North Main Street
Centerville City

**SUBJECT: DESIGN DEVELOPMENT (DD) OF TRAILHEAD CONCEPT FOR THE SOUTH
WEST CORNER OF 1250 WEST PARRISH LANE.**

Dear Steve,

We have outlined the necessary tasks, scope descriptions, an estimated fees associated with providing the professional services described herein. Please contact us if you have any questions or need additional information.

1. Project Set Up:

- a) Obtain CAD plans of survey, site plans and grading plans of the 1250 west intersection and of the Maverick project
- b) Establish CAD base maps

Sub Total\$400

2. Concept Plan review meeting and DD Plan development:

- a) Discuss with Centerville City (client) and Maverick representative the concept plan (dated 11/23/15) to identify preferred plan requirements.
- b) Generate updated plans and 3D models to clearly communicate the design intent. Plans to include: site layout with general dimensions and materials/colors identified; schematic level models of kiosk and pavilion with dimensions, materials, colors, finishes identified; product (bench, drinking fountain, bike rack, bike fix station) models and color identified.
- c) Pavilion and kiosk to be a semi-custom plan developed in conjunction with a commercial grade pavilion manufacturer. Engineering calculations, shop drawings, specifications for the pavilion or other work are not included in this scope of work.
- d) Submit plans for review

Sub Total\$3500

3. DD Plan review meeting and plan refinement:

- a) Meet with client and Maverick representative to discuss plans and identify plan changes
- b) Generate final DD plans and submit for approval

Sub Total\$800

Grand Total\$4700

4. **Refine 1250 West "Welcome to Centerville" entrance sign concept**

- a) Obtain CAD plans of survey, site plans and grading plans of the 1250 west intersection
- b) Discuss current concept of entrance sign (dated 11/23/15) with client and Hogan Construction representative to identify constraints and opportunities for the sign
- c) Develop updated and refined model of entrance sign
- d) Submit concept plan for review and meet with client and Hogan Construction to discuss the plan. Engineering calculations, shop drawings, specifications for the sign are not included in this scope of work unless specifically requested by the client.
- e) Refine plan per received input, submit final sign concept plan.

Fee Task to be billed hourly

HOURLY RATES:

The hourly rate for performing design services typically conforms to the following table.

Principal/Partners	\$150.00 per hour
Senior Associates.....	\$100.00 per hour
Associates.....	\$90.00 per hour
Landscape Architects	\$80.00 per hour
Staff	\$70.00 per hour
Clerical.....	\$50.00 per hour

AGREEMENT FOR LANDSCAPE ARCHITECT'S SERVICES

This Agreement is entered by MGB+A, Inc. The Grassli Group ("MGB+A"), a Utah corporation engaged in the profession of landscape architecture and Centerville City ("Owner"). The purpose of this Agreement is to memorialize the parties' understandings with respect to the Work to be performed by MGB+A for and on behalf of Owner.

1. The Work. MGB+A shall complete the landscape architecture services described in the Contract Documents. MGB+A shall perform those services as an independent contractor.
2. The Project – Parties' Representatives. The Project is generally described as follows: See attached Scope of Work described as the Design Development (DD) of Trailhead Concept for the South West Corner of 1250 West Parrish Lane. Each party shall designate, in writing, the identity and contact information for the person(s) authorized to act as its representative. Each designated representative has the authority to bind its respective party. The Owner's designated representative shall be the City Manager.
3. Contract Documents. The Contract Documents consist of the following documents: this Agreement for Landscape Architect's Services and the Scope of Work. The Contract Documents are complimentary; what is required by one document is binding as if required by all. The Contract Documents represent the entire and integrated agreement between the Owner and MGB+A and supersede all prior negotiations, representations or agreements, whether written or oral. The Contract Documents may be amended, modified, or supplemented only by written agreement signed by each of the parties. MGB+A's services and work product shall be limited to those expressly set forth in the Contract Documents; and MGB+A has no obligation or responsibility other than as set forth therein.
4. Contract Price, Payment Provisions & Reimbursable Expenses. Owner shall promptly pay MGB+A the amounts described in the Scope of Work; prorated on a monthly basis as reflected in the invoices of MGB+A. Each invoice will reflect the work performed during that month by MGB+A. Each statement shall be paid by Owner within thirty (30) days of the date of the invoice. All amounts not paid when due shall bear interest at the rate of 10% per annum, compounded monthly. Owner shall reimburse MGB+A for all project-related expenditures made by MGB+A, its employees or its consultants, including without limitation: transportation, subsistence and lodging when traveling in connection with the project, mileage charges, messenger and delivery services, field office expenses, fees paid for securing approval of authorities having jurisdiction over the project, document reproduction, postage and handling of drawings, specifications and reports. The parties expressly understand that MGB+A's services are based on the information provided by Owner to MGB+A; and in the event any fact or event differs from that information, MGB+A's services, schedule and compensation shall be adjusted accordingly.
5. Construction Estimates. MGB+A's opinions, if any, of probable construction costs, quantities or times are subject to change and are contingent upon persons and factors over which it has no control. Any and all opinions and estimates are subject to change at any time due to unforeseen conditions, change orders, fluctuations in the cost of supplies, material or labor, and any other conditions.
6. Additional Services. Except as otherwise provided in the Contract Documents, if services are required beyond those described in the Contract Documents, MGB+A's services will be billed to and paid by Owner on a time and materials basis at MGB+A's then-prevailing rates.
7. Documents. Nothing herein shall preclude Owner from retaining copies of the Contract Documents and related materials for record purposes. Any record documents produced as part of the project will be based, in part, upon information provided by Owner or its contractor(s). MGB+A shall not be responsible for any variations between its drawings and the actual construction. MGB+A's services and work product shall not be used or relied upon by any person or entity other than Owner and its contractor, or for any purpose other than the project described in the Contract Documents.
8. Information Provided by Owner. MGB+A is entitled to rely on the accuracy and completeness of any services or information supplied by, through or on behalf of Owner; and MGB+A has no obligation to verify the accuracy of such information. Owner waives any and all claims against MGB+A arising out of any deficiency or inaccuracy of services or information provided by Owner; and Owner agrees to hold harmless, indemnify and defend MGB+A therefrom.
9. Site Conditions. MGB+A's work, services and compensation contemplate: (a) the absence of hazardous materials on, in or under the project site or nearby properties and (b) site conditions, including sub-surface conditions and facilities, as represented in information provided by, through or on behalf of Owner or those conditions reasonably anticipated for a site of this nature and location. Should such materials or conditions be discovered or should actual conditions vary materially from those represented or anticipated, either party shall have an absolute and unconditional right to terminate or suspend this agreement. Owner waives, and to the fullest extent allowed by law shall hold harmless, indemnify and defend MGB+A from and against any and all claims arising out of or related to: (a) the detection, generation, presence, escape, release, discharge, movement, seepage, stabilization, abatement, handling, removal, transportation, storage or disposal of hazardous materials, or (b) any material variation or change in represented or anticipated conditions.
10. Construction Services. MGB+A's construction observation or monitoring services, if any, or unless specified otherwise, are neither exhaustive nor continuous and consist solely of periodic visits to the project site to determine whether construction is progressing in general conformance with the plans and specifications. MGB+A is not responsible for the timeliness, means, methods or sequences of construction nor for the safety of workers or others at or near the project site. MGB+A does not guaranty the performance of any contractor, subcontractor, supplier or others providing labor, material or services for the project, nor is it responsible for their acts, errors or omissions. Unless expressly agreed otherwise, MGB+A's compensation for any such services contemplates one construction contract being let and construction completion within the specified time period. Should more than one construction contract be let or said period for construction be exceeded through no fault of MGB+A, MGB+A's compensation shall be equitably adjusted. Should MGB+A not be retained to provide construction observation, monitoring, or similar services, Owner waives and agrees to hold harmless, indemnify and defend MGB+A from and against any and all claims against for any and all variations or defects in construction, workmanship or materials.

11. Owner's Duty to Notify. Owner and its contractors and agents shall provide prompt written notice to MGB+A whenever the Owner observes or otherwise becomes aware of any defect in the services being performed under this Agreement. The purpose of the notice is to allow the MGB+A an opportunity to provide quality landscape architecture services and to assist in the correction of any problem encountered with the project.

12. Access to Property. Owner shall provide MGB+A with access to the project property as may be required for MGB+A to perform its responsibilities under this Agreement.

13. Termination. Either party may terminate this Agreement upon thirty (30) days written notice by certified mail, return receipt requested, measured from the date the notice is postmarked. If terminated by Owner, Owner shall pay MGB+A for all services and work performed through the date notice is actually received by MGB+A as reflected on the return receipt.

14. Dispute Resolution – Mediation. Any dispute arising out of this Agreement shall be submitted to mediation prior to the initiation of litigation. Mediation shall be held within thirty (30) days after a demand for mediation is made and delivered by certified mail, return receipt requested, measured from the date the notice is postmarked. Unless otherwise agreed in writing by the parties, mediation shall be governed by the construction industry mediation rules of the American Arbitration Association. In the event the parties fail to resolve their disputes through the mediation process, the exclusive forum for litigation of this Agreement shall be in the state or federal courts located in Salt Lake County, Utah. This Agreement shall be governed by the laws of the State of Utah, without regard to its choice of law rules. A prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

15. Limitation of Liability – Standard of Care. The parties recognize the need to equitably allocate the relative risks and benefits of the project, and unless otherwise agreed in writing, and to the fullest extent allowed by law, MGB+A's liability to Owner under this Agreement shall be limited to the amount of the total compensation to which MGB+A is entitled hereunder. MGB+A's services shall be provided consistent with and limited to the standard of care applicable to landscape architecture services with the professional skill and care ordinarily provided by professionals practicing in the State of Utah under the same or similar circumstances.

16. Limitations Periods. The statutory period of limitations of actions against MGB+A by Owner shall commence the earlier of the date the project is terminated by either party, the date of substantial completion of the project, or the date Owner takes occupancy of the project.

17. Waiver. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of any other provision of this Agreement.

18. Computation of Times. When any period of time is referred by a number of days, any computation shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

19. Time of the Essence. Time is of the essence of all work, services, performances and payments required under this Agreement.

20. Successors and Assigns. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

21. Severability. In the event any provision of this Agreement is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver of a breach of any provision is not a waiver of a subsequent breach of the same or any other provision.

22. Force Majeure. A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

23. Third Party Rights. MGB+A's services are intended for the sole use and benefit of Owner, and shall not create any third party rights. This Agreement shall not be construed to create any right or cause of action in favor of any third party against either MGB+A or Owner.

MGB+A:

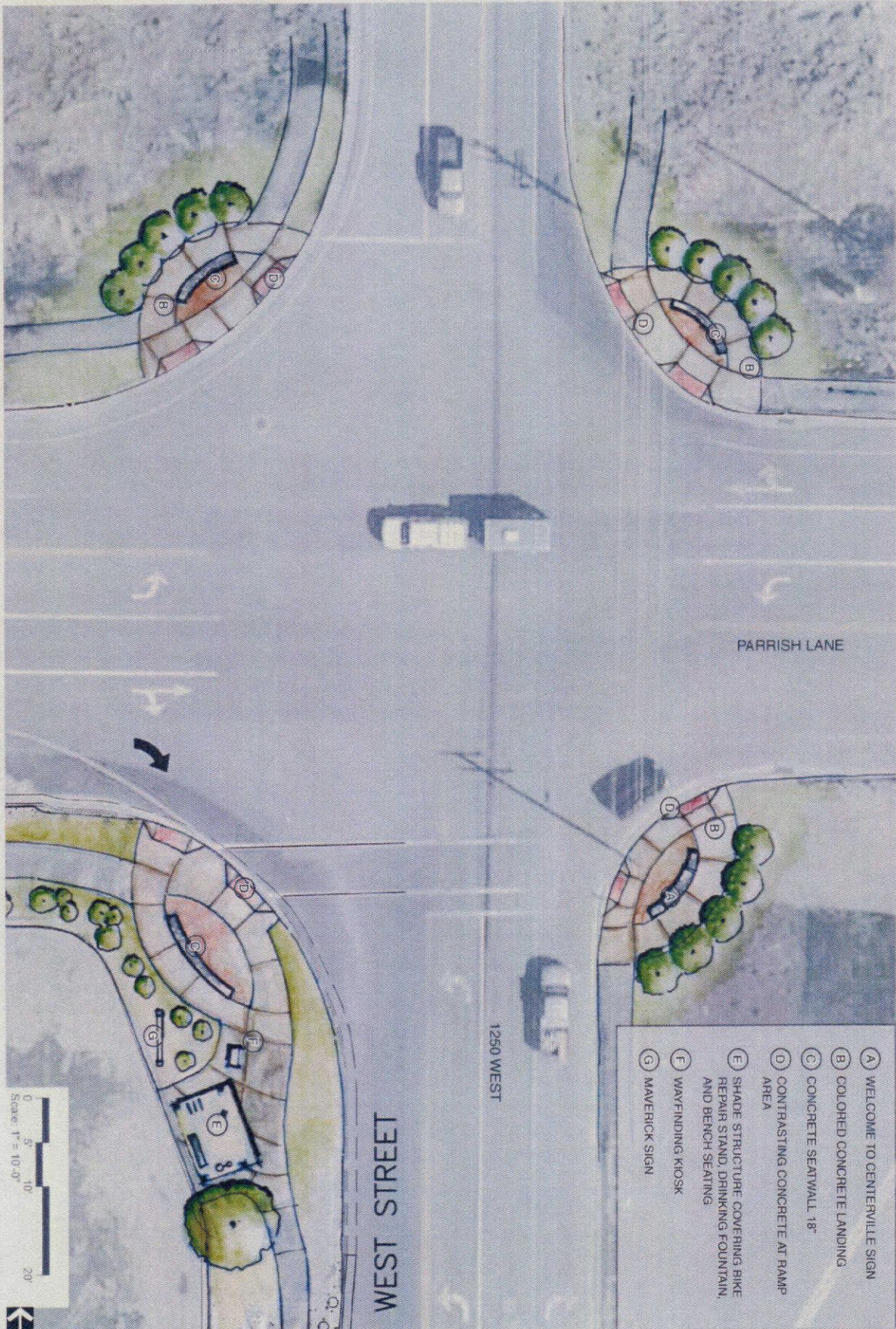
Jay A. Bollwinkel, President

Date: 3/07/2016

OWNER:

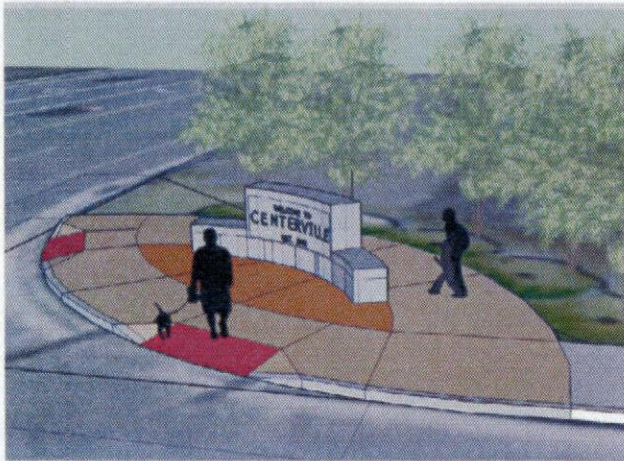
Its: _____

Date: _____



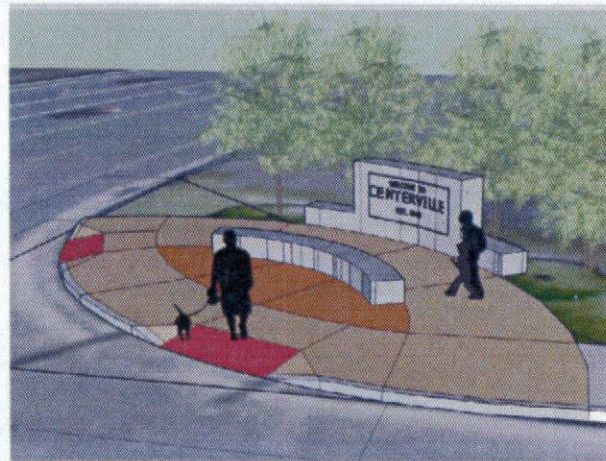
INTERSECTION IMPROVEMENT
PREFERRED OPTION

1250 W PARRISH LANE CENTERVILLE



South East Corner Concept

Shows Sign concept following curve of pavement design. The sign sits within a 50' site triangle.



South East Corner Concept Alternate

seat wall that corresponds to the other corners is utilized. sign is move to the outer extents to be outside of the 50' site triangle requirement



11 | 23 | 15

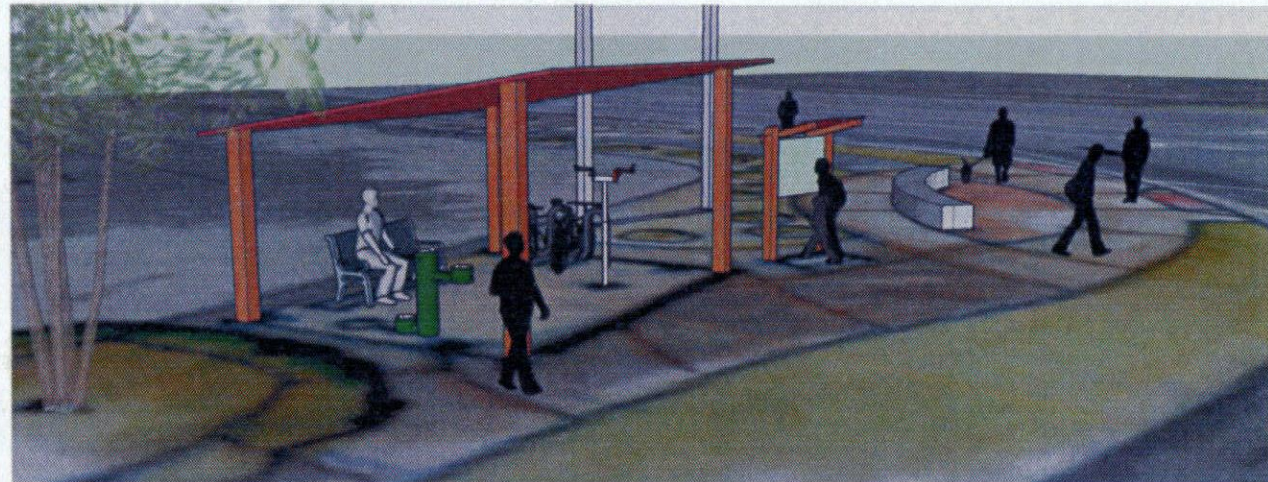
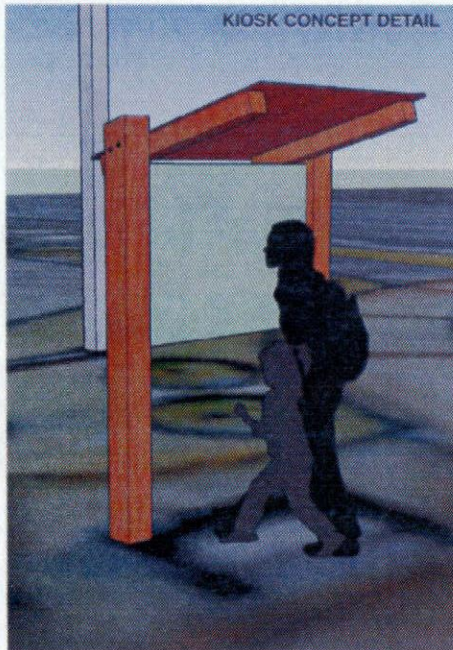
Trailhead at South West Corner Concept

This plan accommodates the gas station's desire to have a very visible sign.

The 20'x12' shed roof pavilion matches the finish styling of the adjacent gas station. posts are wood or rusting steel.

the kiosk is made of similar materials as the pavilion, for posts and roof, and sits just outside of the covered area to allow through traffic a quick glance of the trail map. those needing to fix bikes, refill water bottles, or rest in the shade can do so safely beneath the extents of the pavilion.

A curved seatwall provides a separation of circulation between trail users and intersection users.



INTERSECTION IMPROVEMENT
PREFERRED OPTION

1250 W PARRISH LANE CENTERVILLE

Steve Thacker

From: Steve Thacker
Sent: Friday, December 18, 2015 10:05 AM
To: 'Don.Lilyquist@maverik.com'
Cc: Cory Snyder; dans@grassligroup.com; Kevin Campbell; Lisa Romney
Subject: Cost-Sharing Improvements at 1250 West/Parrish Lane Intersection

Hello Don:

This email is a follow up on our conversation earlier this week about cost-sharing the trailhead improvements at the corner of 1250 West and Parrish Lane. On Tuesday evening I reviewed with my City Council the conceptual plan prepared by the City's landscape architect and my discussion with you the day before. I believe the City Council is supportive of the following cost-sharing proposal:

- Maverik would install a water service line to the trailhead pavilion to provide water to the drinking fountain.
- Maverik would install a conduit to the trailhead pavilion for possibility of running electric power to the pavilion for a light. If it is determined there will be a light in the pavilion, Maverik will supply this power through their meter from their store.
- Maverik will be responsible for installing and maintaining all the landscaping at this corner.
- The City and Maverik will cost-share 50/50 the improvements shown in the conceptual plan for this corner, as follows: colored concrete, seat wall, pavilion, drinking fountain, kiosk, bench, and bike fix station with pump (built-in manual pump). The landscape architect's estimated cost for these items is \$48,000 plus a 20% contingency, or about \$58,000, so a 50% cost-share would be about \$29,000. Since some of the concrete work should be done in conjunction with the current UDOT traffic signal project at this intersection, the City would pay for that cost initially and then take that into consideration in the 50/50 cost-sharing.
- The City's designer, Dan Sonntag of MGB+A (The Grassli Group), would provide what he refers to as "design development level drawings" as well as specifications for the improvements subject to the 50/50 cost-sharing mentioned above. The City would pay his fees.
- Maverik would incorporate these improvements into their site construction plans and contracts and administer the work. The City would pay its share of the cost to Maverik.

Regarding the pavilion, the City's architect (Dan Sonntag) proposes the roof be solid and not open. With the four sides open, this would function similar to the pavilions in our parks, which provide desired shade and protection from the rain. Dan would work with your designer regarding the pavilion, to achieve a look that compliments the architectural design of your store. If the structure involves exposed wood (timbers?), Maverik would maintain or seal those—as well as any exposed wood or timbers on the kiosk (if any)—on a regular basis as they maintain their own store timbers. Dan and I are not supportive of Maverik hanging a sign on the pavilion, which we view as detracting from its appearance, but think it is more appropriate for your "Adventures First Stop" to be on the Kiosk. Ultimately, the City Council would need to agree to any commercial advertising as they approve the final design for this trailhead.

I propose that Maverik be responsible for clearing the snow from the trailhead site, along with the sidewalk that runs along 1250 West. The City would be responsible for clearing the snow on the trail/pathway along Parrish Lane, since the City has already agreed to clear the snow all the way to where this pathway connects with the Legacy Parkway Trail.

Please let me know if this proposal is acceptable to Maverik; then I will have the City Attorney (Lisa Romney) draft an agreement. We look forward to this second Maverik store in our community.

Best Regards,
Steve Thacker
Centerville City Manager

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 6

Short Title: Staff briefing re major 2016 public works projects

Initiated By: City Manager, PWs Director and City Engineer

Scheduled Time: 8:10

SUBJECT

- a. 1825 North Street reconstruction
- b. I-15 Water Main at Chase Lane

RECOMMENDATION

Allow staff to explain these two major projects which are about to go out for bids.

BACKGROUND

Due to the nature and scope of these two major public works projects, the City Manager wants the City Council to be informed and be able to ask questions before these projects go out to bid.

1825 North Street Reconstruction

This road is less than 40 years old. However, the sidewalks along the first two blocks east of Main Street are extremely hazardous due to damage done by the trees in the parkstrips. The curb and gutter is in very poor condition and has also been displaced in a number of places by the parkstrip trees. Without a storm drain under this road, stormwater has accelerated the deterioration of the gutter system. The pavement condition is deceptive because it received a slurry seal within the past few years. Sidewalks and curb and gutter should not be replaced without removing the trees, which would continue to damage new sidewalk and curb if left in place. A storm drain should also be installed to maximize the life of new pavement. Taking all factors into consideration, staff recommend the parkstrip trees be removed and all street infrastructure--i.e. pavement, curb & gutter and sidewalks--all be replaced and a storm drain installed. There are also some fences/retaining walls on adjacent properties which have become problematic. Staff will take some photos on Monday and add those to Novus to illustrate the problems.

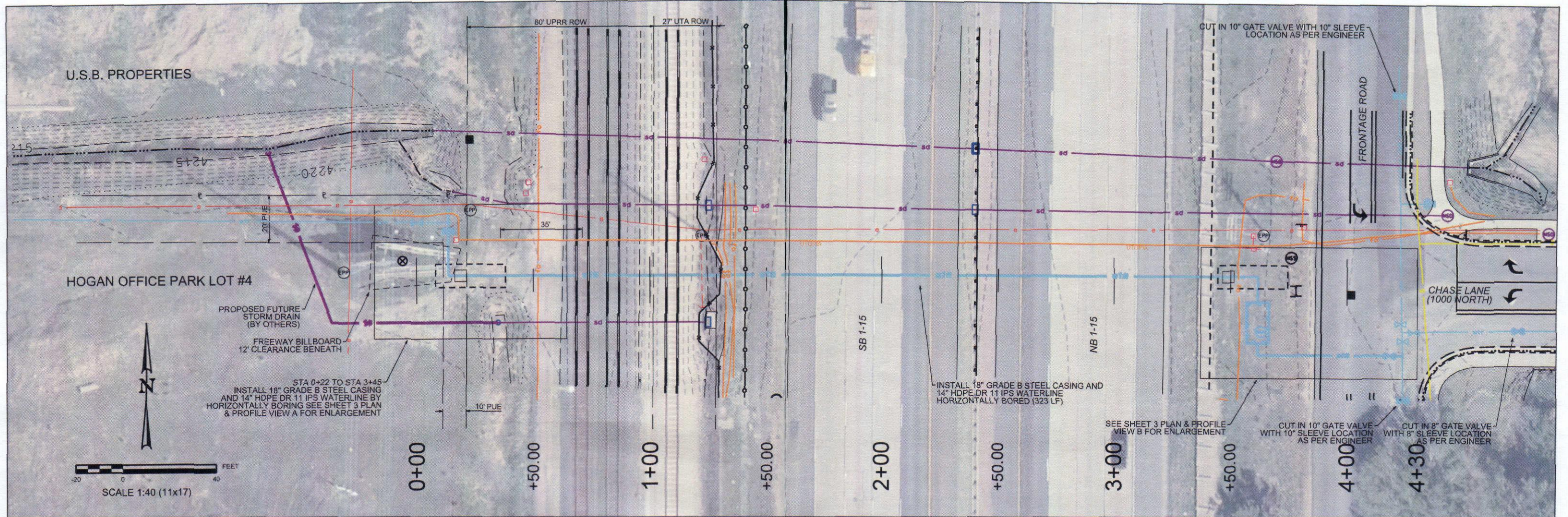
I-15 Water Main at Chase Lane

This new water main to be installed under I-15 and the railroad tracks will provide capacity to serve growth in the west side business park. This is the last of the projects intended to be funded with the 2012 water revenue bond issue. Initially staff were hopeful this water main could be installed under the freeway by putting the pipe through an abandoned drainage culvert. However, that is no longer the case, as staff will explain at the council meeting. The attachment depicts the pipeline drawing on an aerial photo.

ATTACHMENTS:

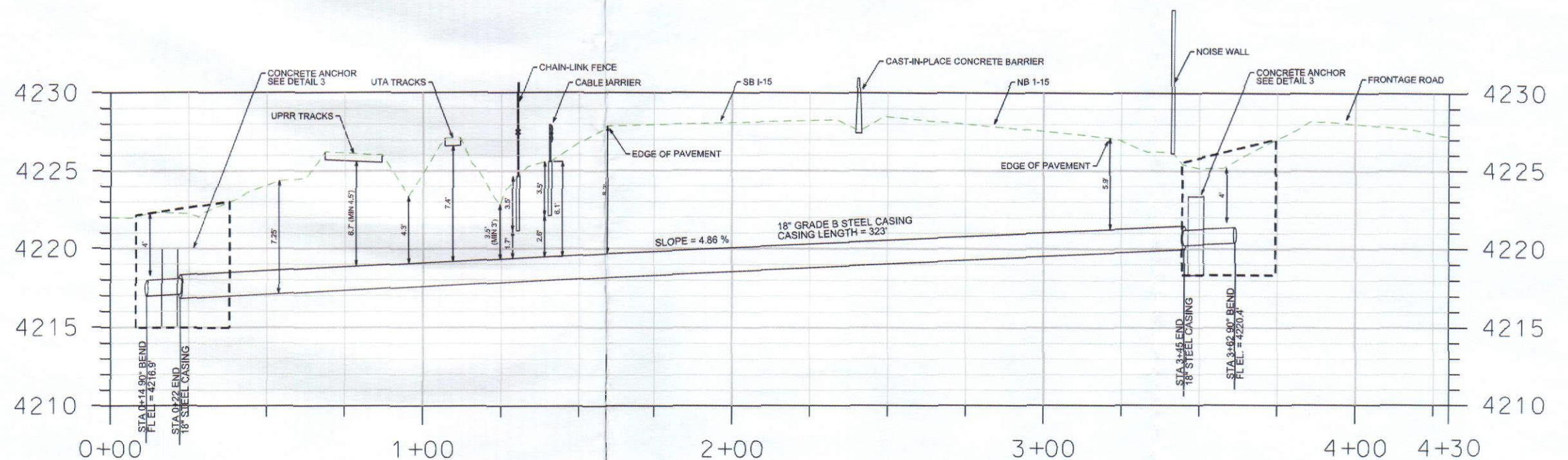
Description

▣ Chase Lane Waterline Plans



LEGEND

wtr	EX. CULINARY WATER
wtr	PROPOSED CULINARY WATER
SD	FUTURE STORM DRAIN
sd	EX. STORM DRAIN
fo	EX. FIBER OPTIC LINE
e	EX. OVERHEAD ELECTRICAL
g	EX. GAS LINE
WATER GATE VALVE	
CABLE BARRIER	
CAST IN PLACE CONCRETE BARRIER	
CHAIN LINK FENCE	



REVISION	DATE	BY	DESCRIPTION	DESIGN
				KLC
				DRAWN RJM
				CHECKED KLC
				DATE 2/4/16

PLAN & PROFILE VIEW

CULINARY WATERLINE BORE
OF I-15, UTA, AND UPR
AT CHASE LANE (1000 NORTH)



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

SHEET 2
OF 4
PROJECT NO.
11-149

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 7

Short Title: Financial Report for period ending February 29, 2016

Initiated By: Finance Director/Assistant City Manager, Blaine Lutz

Scheduled Time: 8:30

SUBJECT

RECOMMENDATION

BACKGROUND

Blaine Lutz prepared the attached financial report for the 8-month period ending Feb. 29, 2016.

ATTACHMENTS:

Description

- Interim Report 2/2016

General Fund
Unaudited Summary
February 29, 2016

	This Month	Year to Date	FY 16 Budget	67± ± Budget
Revenues				
Property Tax	±11,565	±1,051,514	±1,031,826	101.91±
RDA Increment	±0	±0	±164,412	0.00±
Fee in Lieu	±7,803	±67,424	±95,000	70.97±
Sales ± UseTax	±388,568	±2,534,743	±3,750,500	67.58±
Franchise Taxes	±137,080	±803,094	±1,330,000	60.38±
RAP Tax (10±)	±3,852	±27,317	±38,850	70.31±
Licenses ± Permits	±51,085	±351,246	±358,075	98.09±
Intergovernmental	±10,000	±438,230	±549,800	79.71±
Charges for Services	±61,913	±603,231	±997,175	60.49±
Fines	±41,089	±316,952	±535,000	59.24±
Miscellaneous	±65	±17,128	±50,750	33.75±
Transfers/Contributions	±100	±2,551	±2,000	127.55±
Total	±713,120	±6,213,430	±8,738,976	71.10±
Expenditures				
City Council	±4,346	±45,370	±95,202	47.66±
Judicial	±7,370	±129,088	±230,289	56.05±
Executive	±17,872	±253,593	±416,504	60.89±
Attorney	±5,669	±93,918	±172,701	54.38±
Finance	±18,414	±344,043	±535,191	64.28±
Attorney Services	±0	±12,907	±31,000	41.64±
Emergency Management	±397	±4,309	±16,000	26.93±
Fire	±0	±657,597	±878,460	74.86±
Elections	±0	±12,486	±16,272	76.73±
Youth Council	±0	±7,000	±7,000	100.00±
Police	±135,051	±1,578,607	±2,422,433	65.17±
Liquor Law	±0	±10,935	±20,400	53.60±
School Xing	±3,016	±34,622	±55,285	62.62±
DARE	±8,254	±56,274	±90,073	62.48±
K-9	±219	±1,908	±2,250	84.80±
Animal Control	±0	±10,342	±22,000	47.01±
PW Admin	±10,002	±183,866	±296,784	61.95±
Streets	±41,182	±457,425	±776,970	58.87±
Projects	±14,943	±101,693	±705,000	14.42±
GIS	±2,691	±54,738	±102,534	53.39±
Engineering	±4,067	±90,577	±86,500	104.71±
Parks	±26,170	±522,370	±857,144	60.94±
Community Events	±0	±630	±23,650	2.66±
Parks ± Rec Facility	±3,058	±8,253	±13,760	59.98±
Maint Facility	±5,052	±29,137	±50,250	57.98±
Maint Facility Storage	±916	±3,185	±6,360	50.08±
City Hall	±9,716	±164,899	±214,095	77.02±
Community Dev.	±9,035	±190,309	±309,579	61.47±
Building Inspection	±5,143	±32,963	±80,600	40.90±
Transfers - Non Dep	±0	±75,480	±272,226	27.73±
UTOPIA -Pledges	±22,190	±248,876	±248,876	100.00±
UIA Assessment	±0	±0	±0	0.00±
Total	±354,773	±5,417,400	±9,055,388	59.83±

Use/Contribution to Fund balance ± 796,030 ± (316,412)
(Revenues Over/Under Expenditures)

Fund Balance at Beginning of Year ±831,617
Fund Balance estimate 2/29/2016 ±1,627,647
Projected Fund Balance ± 21.68

**Capital Projects
Unaudited Summary
February 29, 2016**

				67±
	This	Year to	FY 16	±
	Month	Date	Budget	Budget

Capital Improvement

Storm Drain

Revenues:

Fund Balance				137.03±
Impact Fees	±0	±34,257	±25,000	0.00±
Grants	±0	±0	±0	110.61±
Other	±93	±636	±575	136.43±
Total Revenues	±93	±34,893	±25,575	

Expenditures	±0	±0	±0	0.00±
--------------	----	----	----	-------

Fund Balance at Beginning of Year	±140,768
Fund Balance estimate 2/29/2016	±175,661

Park

Revenues:

Fund Balance				207.35±
Impact Fees	±22,627	±259,184	±125,000	0.00±
Transfer	±0	±0	±0	0.00±
Grants	±0	±0	±0	0.00±
Other	±0	±0	±400	206.69±
Total Revenues	±22,627	±259,184	±125,400	

Expenditures	±0	±65,828	±0	0.00±
--------------	----	---------	----	-------

Fund Balance at Beginning of Year (est.)	-±51,882
Fund Balance estimate 2/29/2016	±141,474

Capital Projects Fund

Revenues:

Fund Balance			±323,598	
Transfers - General	±22,190	±248,876	±248,876	100.00±
RDA additional increment	±0	±0	±163,000	0.00±
Other	±0	±532,696	±0	0.00±
Total Revenues	±22,190	±781,572	±735,474	106.27±

Expenditures

UTOPIA Pledge	±37,822	±264,508	±453,876	58.28±
Street Projects	±13,419	±510,567	±315,400	161.88±
Total Expenditures	±51,241	±775,075	±769,276	100.75±

Balance at Beginning of Year	±323,598
Fund Balance estimate 2/29/2016	±330,095

RDA Unaudited Summary February 29, 2016
--

	This Month	Year to Date	FY 16 Budget	^{67±} ± Budget
<u>RDA</u>				
Revenues	±208,830	±410,979	±1,651,000	24.89±
Expenditures	±812	±261,833	±1,651,000	15.86±
Fund Balance at Beginning of Year		±342,835		
Fund Balance estimate 2/29/2016		±491,981		
Theater reserve balance	±431,936			

Recreation

Revenues

Recreation	±1,564	±35,793	±77,000	46.48±
Youth Baseball	±9,965	±29,291	±36,000	81.36±
Concession Sales	±0	±0	±20,000	0.00±
Other	±0	±41,000	±41,000	100.00±
Total Revenues	±11,529	±106,084	±174,000	60.97±

Expenditures

Recreation	±10,099	±60,093	±116,062	51.78±
Concessions	±0	±403	±20,000	2.02±
Youth Baseball/Softball	±0	±3,647	±36,000	10.13±
Total Expenditures	±10,099	±64,143	±172,062	37.28±

Revenue Over/Under Expend ± 1,430 ± 41,941 ± 1,938

Balance at Beginning of Year (est.) ±51,824
Fund Balance estimate 2/29/2016 ±93,765

Sales Tax Debt Service (DCAC)

Revenues	±0	±61,176	±1,567,088	3.90±
Expenditures	±0	±61,176	±1,567,088	3.90±
Reserved Fund Balance		±15,850		
Fund Balance estimate 2/29/2016		±15,850		

Whitaker Trust

Beginning fund balance				
Revenues	±35	±56,380	±39,320	143.39±
Expenditures	±2,776	±56,517	±37,680	149.99±
Fund Balance at Beginning of Year		±34,739		
Fund Balance estimate 2/29/2016		±34,602		

Enterprise Funds
Unaudited Summary
February 29, 2016

	This Month	Year to Date	FY 15 Budget	67± ± Budget
Water				
Revenues:				
Impact/construction Fees	±11,143	±305,945	±230,500	132.73±
Water Sales	±158,608	±1,341,146	±1,945,267	68.94±
Bond Revenue	±0	±0	±0	0.00±
Other	±3,276	±36,283	±66,000	54.97±
Total Revenues	±173,027	±1,683,374	±2,241,767	75.09±
Expenditures				
Operating/Dep/Debt	±75,066	±1,190,438	±2,033,967	58.53±
Capital Improvement	±15,579	±270,181	±325,000	83.13±
Total Expenditures	±90,645	±1,460,619	±2,358,967	61.92±
Current Net Position - beginning of year	±240,419			
Current Net Position	±463,174			
Sanitation				
Revenues:				
Collection Fees	±57,907	±463,652	±708,000	65.49±
Recycling fees	±14,662	±117,271	±176,000	66.63±
Green Waste fees	±7,522	±60,343	±87,000	69.36±
Other	±210	±1,750	±7,500	23.33±
Total Revenues	±80,301	±643,016	±978,500	65.71±
Expenditures:				
Disposal	±28,151	±197,057	±311,000	63.36±
Collection	±20,838	±146,074	±245,000	59.62±
Recycling	±14,560	±101,835	±164,000	62.09±
Green Waste Disposal	±3,079	±21,579	±33,000	65.39±
Other	±8,342	±70,295	±185,750	37.84±
Total Expenditures	±74,970	±536,840	±938,750	57.19±
Current Net Position - beginning of year	±7,588			
Current Net Position	±113,764			
Drainage				
Revenues	±103,340	±825,272	±1,246,940	66.18±
Operating Expenditures	±21,911	±431,198	±722,839	59.65±
Capital Expenditures	±30,171	±146,711	±604,101	24.29±
Total Expenditures	±52,082	±577,909	±1,326,940	43.55±
Current Net Position - beginning of year	±182,253			
Current Net Position	±429,616			
Telecommunications				
Revenues:				
Connection Fees	±27,403	±181,378	±270,000	67.18±
Transfers - GF	±0	±0	±0	100.00±
Total Revenues	±27,403	±181,378	±270,000	67.18±
Expenditures:				
Utility Service charges	±21,861	±159,660	±257,000	62.12±
UIA operating assessment	±0	±0	±0	0.00±
Operating service charge	±1,515	±8,445	±13,000	64.96±
Total Expenditures	±23,376	±168,105	±270,000	62.26±
Current Net Position - beginning of year	±18,234			
Current Net Position	±31,507			

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 8

Short Title: Mayor's Report

Initiated By: Mayor Cutler

Scheduled Time: 8:40

SUBJECT

RECOMMENDATION

Mayor Cutler may report on one or more matters.

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 9

Short Title: City Council Liaison Report - Councilman Bill Ince

Initiated By:

Scheduled Time: 8:50

SUBJECT

RECOMMENDATION

Allow Councilman Ince to report on his assignment in the emergency management program and as the City's Chamber of Commerce representative.

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 10.

Short Title: City Manager's Report

Initiated By: City Manager

Scheduled Time: 9:00

SUBJECT

- a. Proposed extension of July 4th parade route
- b. Update re reptile house

RECOMMENDATION

BACKGROUND

- a. The July 4th Parade Chairs (Phil and Mary Walter) have proposed that the parade route be extended by starting at 1450 North instead of Chase Lane. Impacts of this change are being evaluated by the Police Department, but the City Council also should weigh in on whether they would be supportive.
- b. The City Manager will update the Council on staff's actions on this matter since the March 1 council meeting.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 11.

Short Title: Miscellaneous Business

Initiated By:

Scheduled Time: 9:10

SUBJECT

- a. ULCT 2016 Mid-Year Conference in St. George
- b. Video-streaming other City meetings

RECOMMENDATION

- a. Elected officials planning to go to the conference in St. George should immediately contact Marsha and ask her to book hotel rooms. Then they should submit their registration info to Marsha by March 25.
- b. City Council should give direction to staff about whether to video stream other City meetings.

BACKGROUND

- a. The annual ULCT Mid-Year Conference in St. George is April 6 - 8. If you plan on attending, please turn in your registration to Marsha no later than Friday, March 25 so that all the registrations can be turned in together before the deadline. Each Council member should have received a registration form in the mail. It has been included again in this packet. Conference information is also available on the League's website: www.ulct.org.
- b. Several councilmembers have individually expressed interest in video-streaming other City meetings, but no direction has been given to staff from the Council as a whole.

ATTACHMENTS:

Description

- ☐ ULCT 2016 Mid-Year Conference in St. George



UTAH LEAGUE OF CITIES AND TOWNS

APRIL 21-22, 2016

DIXIE CENTER, 57 EAST 1400 WEST

2016
MIDYEAR
CONVENTION



Expect the
unexpected

EXPERIENCE THE
UNEXPECTED



Wednesday Evening Ice Cream Soczial

Make it a three-scoop evening enjoying the company of your counterparts from Utah's cities and towns as you get ready for a fantastic conference ahead. Join us in the exhibit hall for our traditional ice cream social and pick up your registration packet early.



Business Session and Legislative Recap Thursday Morning

Learn what impact the 2016 legislative session will have on your city or town. Join the determined and fearless Ken Bullock, ULCT legislative correspondent Cameron Diehl and the dedicated Team ULCT, including: Roger Tew, Jodi Hoffman, Nick Jarvis, and Brandon Smith to have all your legislative policy questions answered. Find out what changes are in store for your residents and what issues are on the horizon for Utah's municipalities.

Switchpoint Community Resource Center Tour: Thursday Afternoon

See how St. George is helping the homeless change the course and direction of their lives. The Switchpoint Community Resource Center is providing services to help get people back on track. Following a brief workshop, come along on a tour through the housing and training facility and the adjacent food pantry and learn how to offer the keys of promise for a fresh start.

Tour time: 1:30 pm – 3:30 pm

Buses will leave from Dixie Center

Pre-registration Required

Recommended shelter donation: \$5.00

**Bring your bike
for the conference**

Enjoy the trails and
Friday's All Abilities
Park Mobile Tour

All Abilities Park Tour at Tonaquint: Friday Morning

Take a short bike ride or a quick drive to Tonaquint Park to see the newly completed All Abilities Park, which also includes sensory and water-wise park features. Take a quick train ride around the park, then enjoy the scenery on a leisurely bike ride back to the Dixie Center (or wherever else your two wheels take you!)

Tour time 9:00 am – 11:00 am

Advanced reservations required for bike rentals

Supply limited- sign up early

Optional bike rental fee: \$20.00



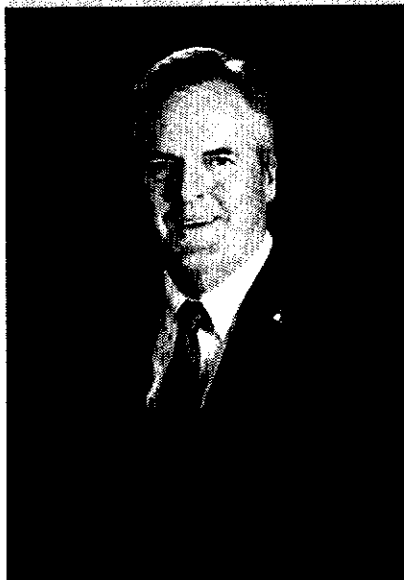
Peter Leyden

Leading Expert on New Technologies and Future Trends

The Next Tech Paradigm Shifts that will Change Your World

Peter Leyden is the founder of Reinventors, a new media company that gathers top innovators in video roundtables to work on how to reinvent our world. He's the CEO running the startup as well as the host of the signature Reinvent America series that looks at how to solve pressing challenges in a wide range of fields.

Leyden is an innovator and entrepreneur who worked for a series of pioneering organizations that tracked the disruption of the digital revolution and helped reinvent the fields of media, business and politics. Hear his expert analysis on the trends in technology and how they will affect our future.



Val Hale

Director, Governor's Office of Economic Development

Living a Life that Matters

Val Hale is the executive director of the Utah Governor's Office of Economic Development (GOED), which promotes state growth in business, tourism and film. He has served as president and CEO of the Utah Valley Chamber of Commerce, Vice President for University Relations at Utah Valley University, and Athletic Director for Brigham Young University. He has a wealth of experience in economic development, education, and community involvement. He'll share his ideas about creating economically vibrant cities and towns throughout Utah, and he'll reflect on many of the highlights from his own experience in business, sports, and living in Utah as described in his newly released book, *Living a Life that Matters, 7 Keys for Purposeful Living*.



UTAH LEAGUE OF CITIES AND TOWNS

2016 MIDYEAR
CONVENTION

APRIL 8-10, 2016

TENTATIVE AGENDA

times and topics are subject to change

Auxiliary Agenda

Thursday

Go behind the scenes on a tour through the beautiful *Tuacahn Theatre* at the entrance to scenic Snow Canyon and see how *Tuacahn* inspires visitors of all ages through professional world class family entertainment and an unparalleled artistic and academic experience.
DOVE CENTER SERVICE PROJECT

Friday

Should you choose marshmallow fondant or gum paste for your spring sugar flowers? Learn all the secrets and the latest techniques in cake decorating so you can create your own custom cakes with the expertise of baking and decorating extraordinaire *KrisAnne Feller*.

WEDNESDAY, APRIL 6

5:00 pm - 7:00 pm

6:00 pm - 7:30 pm

Dave Church, *ULCT General Counsel*, Powers and Duties, Open and Public Meetings GRAMA, Ethics

THURSDAY, APRIL 7

7:00 am - 8:00 am

8:00 am - 11:30 am

Trends and Future Issues

Lt. Governor Spencer Cox

House Speaker Greg Hughes (invited)

Mayor John Curtis, Provo

What Businesses Want

Theresa Foxley, Governor's Office of Economic Development

Update on Reporting Requirements and Penalties

Jeremy Walker, Utah State Auditor's Office

ULCT Research

Law Enforcement Recognition Opportunity with KSL Radio

LUAU: Get Involved

11:30 am - 12:30 pm

Peter Leyden, "The Next Tech Paradigm Shifts That Will Change Your World"

12:30 pm - 1:20 pm

1:30 pm - 3:30 pm

1:30 pm - 2:20 pm

"Switchpoint" Homeless Shelter and Food Pantry Tour

2016 Post-Legislative Session: What to Do Next

Property Taxes

Cyber-security

Trailbuilding for Healthy Communities: Panel Discussion

2:40 pm - 3:30 pm

Communicating with Your Community During Times of Disaster

2016 LUTF Ordinances

Investing in Your Largest Asset

3:40 pm - 4:30 pm

Retirement Strategies

Effective Messaging: 50 Ideas in 50 Minutes

Zero Growth Planning for Rural Communities

6:00 pm - 8:30 pm

FRIDAY, APRIL 8

7:00 am - 8:00 am

8:00 am - 9:00 am

David Church, "Getting Things Done When You Don't See Eye to Eye"

All Abilities Park (optional bike ride)

9:00 am - 11:00 am

9:00 am - 9:50 am

Electronic Records, Privacy and GRAMA

Wellness and Healthy Living

Budgeting for Outcomes

10:10 am - 11:00 am

Live Stream Your Meetings for an Investment of \$2500 or Less

How to Make Your City Business Friendly

11:00 am - 12:00 pm

Val Hale, Director, Utah Governor's Office of Economic Development

"Living a Life that Matters: 7 Keys for Purposeful Living"

12:00 pm - 1:00 pm



UTAH LEAGUE OF CITIES AND TOWNS

2016 MIDYEAR CONVENTION

APRIL 8-10, 2016
REGISTRATION FORM

(PLEASE TYPE OR PRINT CLEARLY)

City/Town/Agency/Business Phone Number Email Address

Delegate Name Position

This will be my first time attending ☐ Yes ☐ No

Address City Zip

Partner's Name (Spouse or guest who would like to attend the Auxiliary program and tour)

Person Completing Form Phone Number Email Address

REGISTRATION FEES Delegate and partner registration fees include all meals, breaks, and workshops.

PLEASE CHECK APPROPRIATE BOXES

	OFFICIALS FROM MEMBER CITY OR TOWN	OTHER GOVERNMENT	PRIVATE SECTOR
FULL REGISTRATION.....	☐ \$280.....	☐ \$340.....	☐ \$400

PARTNER REGISTRATION (AUXILIARY PROGRAM)..... ☐ \$185..... ☐ \$210

SWITCHPOINT TOUR (bus space limited)..... ☐ \$5 donation to homeless shelter

ALL ABILITIES PARK TOUR BIKE RENTAL..... ☐ \$20 (20 bikes available)

- ☐ Please check for non-meat meals.
- ☐ In compliance with ADA, arrangements can be made for those with special needs. Please check this box if you need special assistance.

EXTRA TICKETS AVAILABLE FOR NON-REGISTERED GUESTS

		QUANTITY	TOTAL
THURSDAY lunch	\$ 30	_____	_____
THURSDAY dinner and concert	\$ 40	_____	_____
FRIDAY lunch	\$ 30	_____	_____

TOTALS

DELEGATE registration fee..... \$ + _____

PARTNER registration fee..... \$ + _____

EXTRA TICKETS—TOTAL AMOUNT..... \$ + _____

\$10.00 Less without THURSDAY dinner..... \$ - _____

\$20.00 Late fee (received after March 29)..... \$ + _____

TOTAL AMOUNT DUE..... \$ _____

REGISTRATION DEADLINE

APRIL 24, 2016

Register online at www.ulct.org
or mail or fax registration form
with payment to:

UTAH LEAGUE OF
CITIES AND TOWNS
50 South 600 East, Suite 150
Salt Lake City, UT 84102
Fax: (801) 531-1872

Questions?

Call ULCT at (801) 328-1601
or (800) 852-8528

Cancellation Policy

A fee of \$30 will be assessed for those cancellations made before **MARCH 28, 2016**. Cancellations must be either faxed or mailed in writing and received before the deadline. No refunds will be made for "no shows" or cancellations made after the deadline.

Paying by (please check one): ☐ Cash ☐ Check

CREDIT CARD ☐ Visa ☐ MasterCard ☐ American Express

Credit Card Number Expiration Date

Name (as it appears on card) Signature



Utah League of Cities and Towns

50 South 600 East, Suite 150
Salt Lake City, Utah 84102

Phone: (801) 462-5770

BOARD OF DIRECTORS

PRESIDENT,

Lynn Pace, Council Member, City of Holladay

FIRST VICE PRESIDENT

Steve Hiatt, Mayor, Kaysville

SECOND VICE PRESIDENT

Beth Holbrook, Council Member, Bountiful

TREASURER

JoAnn Seghini, Mayor, Midvale City

IMMEDIATE PAST PRESIDENT

John Curtis, Mayor, Provo

Margie Anderson, Council Member, Ephraim

Dean Baker, Mayor, Naples

Andy Beerman, Council Member, Park City

Mike Caldwell, Mayor, Ogden

Brian Cox, Mayor, Hyde Park

Ted Eyre, Mayor, Murray

Carman Freeman, Mayor, Herriman

Gary Gygi, Mayor, Cedar Hills

Mike Mendenhall, Council Member, Spanish Fork

Jon Pike, Mayor, St. George

Dave Sakrison, Mayor, Moab

Curtis Ludvigson, Council Member, Sterling

EX OFFICIO MEMBERS

Kent H. Bullock, Utah League of Cities and Towns

JJ Allen, President, Utah City Management Association

Theida Wellman, President, Utah Municipal Clerks Association

UTAH LEAGUE OF CITIES AND TOWNS STAFF

Kenneth Bullock, Executive Director

David Church, ULCT General Counsel

Cameron Diehl, Director of Government Relations

Jodi Hoffman, Land Use Attorney

Nick Jarvis, Director of Research and Technology

Peter Lara, Editor /Videographer

Doug Macdonald, Economic Policy Analyst

Ashley Morfin, Executive Assistant/Staff Photographer

Krysten Olson, Executive Assistant

Michelle Reilly, Director of Administrative Services

Brandon Smith, Legislative Research Analyst

Roger Tew, Senior Policy Analyst

Susan Wood, Director of Communications and Training

THANKS TO OUR SPONSORS

ZIONS BANK

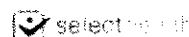
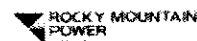
400 WEST 100 SOUTH, SALT LAKE CITY, UT 84111



CenturyLink



ENERGYSOLUTIONS
A DIVISION OF THE ROCKY MOUNTAIN POWER COMPANY



BUILDING AMERICA

HOTEL INFORMATION

The following hotels are holding rooms for those attending ULCT Midyear Convention:

Hilton Garden Inn | 1711 South Convention Center Drive | 435-234-4168

Crystal Inn | 50 South Hilton Drive | 435-689-7477

Fairfield Inn | 1880 South Convention Center Drive | 435-671-6066

Holiday Inn | 806 South Grand Way | 435-633-8007

Recommended Hotels: (request government rate)

Claron Suites | 1249 South Main Street | 435-673-2000

Best Western Abbey Inn | 1129 South Blue Street | 801-243-3946

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 12.

Short Title: Employee Compensation Plan and Benefits

Initiated By:

Scheduled Time: 9:15

SUBJECT

- a. Questions and answers
- b. Consider recommendation re Long-Term Sick Leave Policy

RECOMMENDATION

- a. Allow staff to explain a few more aspects of the current Employee Compensation Plan and benefits, then answer questions from council members about any of the information already provided.
- b. Discuss recommendation to revise the Long-Term Sick Leave Policy as explained in the March 1 work session.

BACKGROUND

All of the documents provided for the March 1 work session are attached again for this meeting, including the staff report for that meeting.

One of the attachments, Resolution No. 2015-16-Sick Leave--which was proposed in August 2015 but not yet adopted--contains the proposed revisions to the Long-Term Sick Leave Policy.

ATTACHMENTS:

Description

- ☐ 3-1-2016 Staff Report re Employee Compensation Plan and Benefits
- ☐ Ord No 2015-12 - employee compensation
- ☐ 2015 Salary Survey Summary
- ☐ 8-18-2015 - Staff Report re Leave Benefits
- ☐ Vacation Leave Comparative Data
- ☐ Sick-Leave Comparative Data
- ☐ Long-Term Sick Leave Analysis
- ☐ Resolution No. 2015-16-Sick Leave
- ☐ Benefits Data - Utah State & Davis County Employees
- ☐ Health Insurance Comparison - Utah Cities
- ☐ Personnel Policies - Chapters 2, 4, 5 & 6 (page 1 only)

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/1/2016**

Item No.

Short Title: Work Session - Employee Compensation Plan and Benefits

Initiated By: City Manager

Scheduled Time: 5:30

SUBJECT

RECOMMENDATION

The City Manager's objectives for this work session are mostly education-oriented. At the conclusion, he hopes the City Council will:

- understand the current Employee Compensation Plan--its philosophy, objectives, methodology used, etc.;
- understand the benchmark data comparing Centerville employee salaries with other cities;
- understand the benefits provided to Centerville employees and how these compare with other public employers in Utah; and
- agree with his recommendation to amend the Long-Term Sick Leave policy, as proposed to the City Council in August 2015.

Once the Council has a good understanding of the current compensation plan and benefits, they may want to request additional research/analysis. At some point in time--whether in this work session or in a future meeting--the City Manager is looking for direction from the Council as to whether they support the compensation plan framework, objectives, etc. and what changes, if any, they want to make affecting employee benefits. With that direction, the City Manager will eventually prepare recommendations regarding pay raises to submit later during the budget process for FY 2016-2017.

BACKGROUND

The first attachment is Ordinance No. 2015-12 adopted in June 2015. This Ordinance consists of three Exhibits which collectively constitute the employee compensation plan:

- Exhibit A -- These "Salary Administration Guidelines" explain the principles on which the plan is based, objectives of the plan, the market adjustment made to the pay ranges for FY 2016, and contains the pay matrix with pay raise percentages *for the current Fiscal Year*, depending on where an employee's salary is in the pay range and according to the employee's performance. It also describes a 0.5% pool of funding for recognizing outstanding performance or to give lump sum bonuses for special efforts, etc. The text of this document has not changed much from year to year, but the amount of the market adjustment and the percentages within the pay matrix are intended to be reviewed each year and are subject to adjustments. In the work session next week, the City Manager will explain the compensation plan history, rationale for having no "COLA" increases, no steps and a decreasing pay raise percentage as an employee moves up in the pay range. He will also explain the methodology normally used for making a market adjustment recommendation affecting the pay ranges, and the sources of information for recommending pay raise percentages.
- Exhibit B -- This "Position Pay Grade Schedule" shows which pay grade each position is assigned to.

It does not reflect the two changes approved by the city council in December 2015.

- Exhibit C – This “Salary Schedule” consists of two pages—one is an hourly schedule and the other is an annual salary schedule. These schedules show the minimum and maximum of each pay range and the division of pay ranges into “quartiles” or four parts. Note there are no steps in these pay ranges.

The second attachment is the 2015 Salary Survey Summary. This represents the outcome of the annual benchmarking analysis done by staff to determine an appropriate market adjustment for the pay ranges. In 2015 that adjustment was 1%. The City Manager will explain in the work session the analysis underlying this summary and what the data means.

The third attachment contains staff's recommendations for reducing and limiting the financial liability associated with Long-Term Sick Leave. This document--which also comments on the City's other leave benefits--is the staff report given to the City Council for their August 18, 2015 meeting. In that meeting, the Council agreed to wait until after the annual financial audit report was available to act upon the recommendations. Now that there are three new members of the City Council, staff will present this analysis and recommendations again to the current City Council. This attachment is followed by four attachments that were given to the City Council in the August 2015 meeting:

- Vacation Leave Comparative Data
- Sick Leave Comparative Data
- Long-Term Sick Leave Analysis
- Resolution No. 2015-16 - Sick Leave. Action was postponed on this Resolution as explained above.

Staff have gathered additional benefits data recently from public employers and this data is in the following attachments:

- Benefits Data - Utah State and Davis County Employees
- Health Insurance Comparison - Utah Cities

The final attachment includes chapters from the Centerville City Policies and Procedures pertaining to compensation and benefits.

ATTACHMENTS:

Description

- ❑ Ord No 2015-12 - employee compensation
- ❑ 2015 Salary Survey Summary
- ❑ 8-18-2015 - Staff Report re Leave Benefits
- ❑ Vacation Leave Comparative Data
- ❑ Sick-Leave Comparative Data
- ❑ Long-Term Sick Leave Analysis
- ❑ Resolution No. 2015-16-Sick Leave
- ❑ Benefits Data - Utah State & Davis County Employees
- ❑ Health Insurance Comparison - Utah Cities
- ❑ Personnel Policies - Chapters 2, 4, 5 & 6 (page 1 only)

ORDINANCE NO. 2015-12

AN ORDINANCE AMENDING AND ADOPTING THE CENTERVILLE CITY SALARYADMINISTRATION GUIDELINES, POSITION PAY GRADE SCHEDULE AND SALARY SCHEDULE.

WHEREAS, the City Council has previously prepared and adopted the Centerville City Salary Administration Guidelines, Position Pay Grade Schedule and Salary Schedule; and

WHEREAS, the City Council has reviewed the Centerville City Salary Administration Guidelines, Position Pay Grade Schedule and Salary Schedule and has held appropriate public hearings regarding the same; and

WHEREAS, the City Council desires to amend, update and adopt the Centerville City Salary Administration Guidelines, Position Pay Grade Schedule and Salary Schedule as more particularly set forth herein for the purpose of providing guidelines for employee pay raises in FY 2016 effective with the payroll period beginning July 5, 2015;

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

Section 1. Adoption. The "Centerville City Salary Administration Guidelines - FY 2016" is hereby adopted in its entirety as set forth in Exhibit "A," attached hereto and incorporated herein by this reference, for the Fiscal Year 2016, effective with the payroll period beginning July 5, 2015.

Section 2. Adoption. The "Centerville City Position Pay Grade Schedule" is hereby adopted in its entirety as set forth in Exhibit "B," attached hereto and incorporated herein by this reference, for the Fiscal Year 2016.

Section 3. Adoption. The "Centerville City Salary Schedule" is hereby adopted in its entirety as set forth in Exhibit "C," attached hereto and incorporated herein by this reference, for the Fiscal Year 2016 effective with the payroll period beginning July 5, 2015.

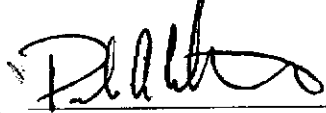
Section 4. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 16th DAY OF JUNE, 2015.

ATTEST:


Marsha L. Morrow, City Recorder

CENTERVILLE CITY


Mayor



Voting by the City Council

	"AYE"	"NAY"
Councilmember Averett	<u>X</u>	_____
Councilmember Fillmore	<u>X</u>	_____
Councilmember Higginson	_____	_____ <i>Absent</i>
Councilmember Ivie	<u>X</u>	_____
Councilmember Wright	<u>X</u>	_____

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provisions of the U.C.A. 9 10-3-713, as amended, I, the municipal recorder of Centerville City, hereby certify that foregoing ordinance was duly passed by the City Council and published, or posted at: (1) 250 North Main; (2) 655 North 1250 West; and (3) RB's Gas Station, on the foregoing referenced dates.

Marsha L. Morrow
MARSHA L. MORROW, City Recorder

DATE:

June 17, 2015

RECORDED this 17 day of June, 2015.

PUBLISHED OR POSTED this 17 day of June, 2015.

EXHIBIT "A"

**CENTERVILLE CITY SALARY ADMINISTRATION
GUIDELINES – FY 2016**

CENTERVILLE CITY SALARY ADMINISTRATION GUIDELINES – FY 2016

The City's compensation program is designed to compensate employees fairly, to maintain a pay position which is competitive, and to reward for performance. To carry out this philosophy, the City seeks to establish salaries that are fair externally, internally, and individually.

External Fairness

External fairness means employees will be paid fairly compared to people doing comparable work in the local job market area. The City determines fairness by comparing its salaries for certain jobs, such as police officer or secretary, with the salaries other employers pay for those jobs. Those jobs are grouped into levels of pay called salary grades. Each salary grade is assigned a pay range. In order to achieve a competitive advantage in the job market, the City generally bases the midpoint of pay ranges on the third quartile of the midpoints of pay ranges for related jobs in the job market, although this is subject to change by the City Council.

To keep salaries in line with its job market target, the City adjusts its salary ranges using data from local market salary surveys. The salary ranges (i.e., the minimum and maximum of each pay range) that were in effect for FY 2015 will be increased for FY 2016 by 1.0 percent.

Internal Fairness

Internal fairness means that jobs equivalent in value to the City are assigned similar salary grade levels, regardless of the department involved. Each position's salary grade level is based on the job description for that position, so accurate job descriptions are essential. Supervisors should update job descriptions when job duties change significantly and should review them at least annually in conjunction with performance appraisals. If there is a significant difference between the job description and current duties, the supervisor and the employee should normally rewrite the description for review so the City Manager can determine if the job is assigned the correct salary grade level, subject to Council approval. A revised job description does not mean that the assigned salary grade will change, only that it will be reviewed.

Individual Fairness

Individual fairness means an employee will be rewarded for individual performance relative to that of his/her peers. Based on that performance, an employee can move to higher positions in the current salary range or, if the employee earns a promotion, a higher salary range.

Salary Ranges

The City has assigned each job a salary range, with a minimum, midpoint, and maximum salary. The salary range allows employees to receive different salaries based on performance appraisals, levels of experience, and labor market conditions.

Note the following features of salary ranges:

1. Currently the Council's intent is to base the midpoints of salary ranges on the third quartile of the midpoints of pay ranges for related jobs in the job market. This will not be an exact match due to the need to maintain internal equity in the compensation plan.
2. Salary ranges are divided into four equal parts, called quartiles. The lowest salaries are in the first quartile, and the highest salaries are in the fourth quartile. For example, if a job has a minimum annual salary of \$30,000 and a maximum of \$42,000, the first quartile would range from \$30,000 to \$33,000; the second quartile would range from \$33,000 to \$36,000 and so on.
3. Salary ranges overlap extensively, so an experienced, high-performing employee in one grade level can earn the same as or more than a less-experienced or lower-performing employee in a higher grade level.
4. Normally salary ranges move higher each year to keep in line with conditions in the job market. Normally these adjustments do not result in cost-of-living raises for employees; however, the City Council reserves the right to approve cost-of-living increases in lieu of or in conjunction with merit increases.

Merit Increases

At the beginning of the Fiscal Year, an employee may receive a merit increase, or raise. This increase is based on the employee's performance and is affected by the quartile that the employee's salary is in, market salary conditions, and budget availability. The chart below shows the potential raise available in Fiscal Year 2016 (effective with the payroll period beginning July 5, 2015), depending on the employee's performance and where the employee's current salary falls within the pay range assigned to his/her position. **The percentages in this chart are likely to change from year to year. An employee's base pay cannot exceed the maximum of the pay range for his position. Therefore, employees at or near the maximum may not be eligible for the percentages shown in the 4th quartile below.**

	1 st Quartile	2 nd Quartile	3 rd Quartile	4 th Quartile
Consistently Exceeds Expectations ("sustained outstanding performance")	>3.5%	>3.0%	>2.5%	>2.0%
Meets or Exceeds Expectations	3.0 – 3.5%	2.5 – 3.0%	2.0 – 2.5%	1.5 – 2.0%
Needs Improvement	<3.0%	<2.5%	<2.0%	<1.5%
Seriously Deficient (at risk of Termination)	0%	0%	0%	0%

“Consistently Exceeds Expectations” is funded with a sum equal to 0.5% of the department’s salaries (not including the department head). This 0.5% can be used to increase the amount of raise for one or more employees within the department, subject to approval of the City Manager and Mayor and limited by the funding made available by the 0.5%. This means an employee could possibly receive more than a 0.5% additional increment. The 0.5% can also be used to give lump sum bonuses. Bonuses could be given, for example, for the following purposes:

- to recognize sustained outstanding performance by an employee who is at the top of the pay range (i.e., “maxed out”)
- to compensate an employee for significant additional responsibility undertaken for a limited period, for which the employee was not otherwise adequately compensated
- to recognize significant efforts by employees to upgrade their knowledge and skills

When using the 0.5% for additional base pay increases, normally this would be for the purpose of rewarding employees who consistently or significantly exceed expectations (i.e., “sustained outstanding performance”), or who have significantly increased their value to the City through education or training beyond that required for their position. However, the 0.5% might also be used to address a salary inequity within a department. A department head may also request permission from the City Manager to use up to 10% of the 0.5% sum for minor incentive awards throughout the fiscal year.

Any part of an employee’s pay raise may be delayed or postponed as an incentive to improve performance. Likewise, the 0.5% departmental pool may be used at any time during the fiscal year to fund an additional increase in base pay or to award a lump sum bonus. However, base pay raises given later in the fiscal year and funded by the 0.5% pool would be annualized when determining how much of the 0.5% pool is consumed to fund that raise.

Department heads will be considered as a “department” under the City Manager and Mayor in regard to the guidelines above. In other words, the City Manager and Mayor will decide the amount of raise for each department head, subject to the guidelines and funding limitations. Any base pay increase or lump sum bonus for the City Manager will be determined by the Mayor and City Council.

EXHIBIT "B"

CENTERVILLE CITY POSITION PAY GRADE SCHEDULE

**Centerville City
Position Pay Grade Schedule
8/21/2012**

Index Code	Department	Job Title	Pay Grade
100	Administration	City Manager	28
105		City Attorney	27
110		City Prosecutor	NC
115		City Engineer	NC
120		Finance Director/Asst. City Manager	25
122		Management Assistant	15
125		City Treasurer	14
130		City Recorder	12
131		Accountant III	14
132		Accountant II	12
133		Accountant I	10
135		Accounting Technician	7
145		Office Technician	3
150		Administrative Secretary	9
151		Secretary III	8
152		Secretary II	6
153		Secretary I	5
200	Community Development	Community Development Director	23
203		Planner II	13
206		Planner I	11
216		Planning & Zoning Technician	9
205		Chief Building Official	17
300	Justice Court	Justice Judge	NC
305		Court Clerk Supervisor	11
310		Court Clerk III	8
311		Court Clerk II	7
312		Court Clerk I	5
400	Parks & Recreation	Parks & Recreation Director	20
405		Parks Supervisor	14
410		Parks Maintenance Specialists III	10
411		Parks Maintenance Specialists II	9
412		Parks Maintenance Specialists I	7
415		Recreation Coordinator	10
420		Building Custodian	5
421		Recreation Instructor	NC

Centerville City
Position Pay Grade Schedule
8/21/2012

Index Code	Department	Job Title	Pay Grade
500	Police	Police Chief	25
505		Assistant Chief/Lieutenant	21
510		Sergeant	17
515		Police Officer III	15
516		Police Officer II	13
517		Police Officer I	12
519		Records/IT Technician	11
518		Records/IT Specialist	13
520		Dispatcher III	10
521		Dispatcher II	8
522		Dispatcher I	6
524		Court Technician/Dispatcher	5
525		Crossing Guard	N/A
600	Public Works	Public Works Director	23
610		Water Supervisor/Deputy Public Works Director	17
611		Drainage Utility Supervisor	14
615		Street Supervisor	15
617		GIS Specialist	13
621		Journey Mechanic	11
622		Apprentice Mechanic	10
625		Water Maintenance Operator III	12
626		Water Maintenance Operator II	10
627		Water Maintenance Operator I	8
630		Street Maintenance Operator III	12
631		Street Maintenance Operator II	10
632		Street Maintenance Operator I	8
640		Meter Reader	7
645		Laborer	6

EXHIBIT "C"
CENTERVILLE CITY SALARY SCHEDULE

**Centerville City Salary
Schedule
7/5/2015**

Grade	First Quartile Min		Second Quartile Midpoint		Third Quartile		Fourth Quartile MAX	
1	\$10.53	to \$11.72	\$11.73	to \$12.90	\$12.91	to \$14.09	\$14.10	to \$15.27
2	\$11.06	to \$12.31	\$12.32	to \$13.55	\$13.56	to \$14.80	\$14.81	to \$16.04
3	\$11.63	to \$12.94	\$12.95	to \$14.25	\$14.26	to \$15.55	\$15.56	to \$16.86
4	\$12.22	to \$13.59	\$13.60	to \$14.97	\$14.98	to \$16.34	\$16.35	to \$17.72
5	\$12.83	to \$14.27	\$14.28	to \$15.71	\$15.72	to \$17.16	\$17.17	to \$18.60
6	\$13.48	to \$15.00	\$15.01	to \$16.51	\$16.52	to \$18.03	\$18.04	to \$19.55
7	\$14.17	to \$15.76	\$15.77	to \$17.35	\$17.36	to \$18.95	\$18.96	to \$20.54
8	\$14.88	to \$16.56	\$16.57	to \$18.23	\$18.24	to \$19.91	\$19.92	to \$21.58
9	\$15.63	to \$17.39	\$17.40	to \$19.15	\$19.16	to \$20.91	\$20.92	to \$22.67
10	\$16.42	to \$18.27	\$18.28	to \$20.12	\$20.13	to \$21.97	\$21.98	to \$23.82
11	\$17.26	to \$19.20	\$19.21	to \$21.14	\$21.15	to \$23.08	\$23.09	to \$25.03
12	\$18.13	to \$20.17	\$20.18	to \$22.21	\$22.22	to \$24.25	\$24.26	to \$26.29
13	\$19.04	to \$21.19	\$21.20	to \$23.33	\$23.34	to \$25.47	\$25.48	to \$27.62
14	\$20.01	to \$22.26	\$22.27	to \$24.51	\$24.52	to \$26.76	\$26.77	to \$29.01
15	\$21.02	to \$23.39	\$23.40	to \$25.75	\$25.76	to \$28.11	\$28.12	to \$30.48
16	\$22.09	to \$24.58	\$24.59	to \$27.06	\$27.07	to \$29.55	\$29.56	to \$32.03
17	\$23.21	to \$25.82	\$25.83	to \$28.43	\$28.44	to \$31.04	\$31.05	to \$33.65
18	\$24.38	to \$27.12	\$27.13	to \$29.86	\$29.87	to \$32.60	\$32.61	to \$35.35
19	\$25.61	to \$28.49	\$28.50	to \$31.38	\$31.39	to \$34.26	\$34.27	to \$37.14
20	\$26.91	to \$29.94	\$29.95	to \$32.97	\$32.98	to \$36.00	\$36.01	to \$39.03
21	\$28.27	to \$31.45	\$31.46	to \$34.63	\$34.64	to \$37.81	\$37.82	to \$40.99
22	\$29.70	to \$33.04	\$33.05	to \$36.38	\$36.39	to \$39.72	\$39.73	to \$43.07
23	\$31.20	to \$34.72	\$34.73	to \$38.23	\$38.24	to \$41.74	\$41.75	to \$45.25
24	\$32.78	to \$36.47	\$36.48	to \$40.16	\$40.17	to \$43.85	\$43.86	to \$47.53
25	\$34.45	to \$38.32	\$38.33	to \$42.20	\$42.21	to \$46.07	\$46.08	to \$49.95
26	\$36.19	to \$40.27	\$40.28	to \$44.34	\$44.35	to \$48.41	\$48.42	to \$52.48
27	\$38.03	to \$42.31	\$42.32	to \$46.59	\$46.60	to \$50.87	\$50.88	to \$55.15
28	\$39.96	to \$44.45	\$44.46	to \$48.95	\$48.96	to \$53.45	\$53.46	to \$57.94

**Centerville City Salary
Schedule
7/5/2015**

Grade	First Quartile Min	Second Quartile Midpoint	Third Quartile	Fourth Quartile MAX
1	\$21,911.51 to \$24,375.10	\$24,375.11 to \$26,838.70	\$26,838.71 to \$29,302.29	\$29,302.30 to \$31,765.89
2	\$23,012.88 to \$25,602.07	\$25,602.08 to \$28,191.26	\$28,191.27 to \$30,780.45	\$30,780.46 to \$33,369.64
3	\$24,191.54 to \$26,911.15	\$26,911.16 to \$29,630.77	\$29,630.78 to \$32,350.39	\$32,350.40 to \$35,070.00
4	\$25,408.84 to \$28,268.55	\$28,268.56 to \$31,128.25	\$31,128.26 to \$33,987.95	\$33,987.96 to \$36,847.66
5	\$26,684.12 to \$29,683.91	\$29,683.92 to \$32,683.70	\$32,683.71 to \$35,683.49	\$35,683.50 to \$38,683.28
6	\$28,036.68 to \$31,191.05	\$31,191.06 to \$34,345.42	\$34,345.43 to \$37,499.78	\$37,499.79 to \$40,654.15
7	\$29,466.53 to \$32,780.31	\$32,780.32 to \$36,094.09	\$36,094.10 to \$39,407.86	\$39,407.87 to \$42,721.64
8	\$30,954.35 to \$34,437.20	\$34,437.21 to \$37,920.04	\$37,920.05 to \$41,402.89	\$41,402.90 to \$44,885.74
9	\$32,519.46 to \$36,176.20	\$36,176.21 to \$39,832.95	\$39,832.96 to \$43,489.70	\$43,489.71 to \$47,146.45
10	\$34,161.85 to \$38,006.99	\$38,007.00 to \$41,852.14	\$41,852.15 to \$45,697.28	\$45,697.29 to \$49,542.42
11	\$35,900.86 to \$39,939.23	\$39,939.24 to \$43,977.59	\$43,977.60 to \$48,015.95	\$48,015.96 to \$52,054.32
12	\$37,717.16 to \$41,958.41	\$41,958.42 to \$46,199.66	\$46,199.67 to \$50,440.90	\$50,440.91 to \$54,682.15
13	\$39,610.75 to \$44,069.37	\$44,069.38 to \$48,527.99	\$48,528.00 to \$52,986.62	\$52,986.63 to \$57,445.24
14	\$41,620.27 to \$46,301.10	\$46,301.11 to \$50,981.93	\$50,981.94 to \$55,662.76	\$55,662.77 to \$60,343.59
15	\$43,726.40 to \$48,643.93	\$48,643.94 to \$53,561.46	\$53,561.47 to \$58,478.99	\$58,479.00 to \$63,396.52
16	\$45,948.47 to \$51,117.19	\$51,117.20 to \$56,285.90	\$56,285.91 to \$61,454.62	\$61,454.63 to \$66,623.34
17	\$48,267.14 to \$53,696.71	\$53,696.72 to \$59,126.28	\$59,126.29 to \$64,555.86	\$64,555.87 to \$69,985.43
18	\$50,701.76 to \$56,406.67	\$56,406.68 to \$62,111.58	\$62,111.59 to \$67,816.50	\$67,816.51 to \$73,521.41
19	\$53,271.62 to \$59,266.37	\$59,266.38 to \$65,261.12	\$65,261.13 to \$71,255.87	\$71,255.88 to \$77,250.62
20	\$55,976.75 to \$62,275.82	\$62,275.83 to \$68,574.90	\$68,574.91 to \$74,873.97	\$74,873.98 to \$81,173.05
21	\$58,797.81 to \$65,410.87	\$65,410.88 to \$72,023.93	\$72,023.94 to \$78,636.99	\$78,637.00 to \$85,250.06
22	\$61,773.44 to \$68,724.65	\$68,724.66 to \$75,675.85	\$75,675.86 to \$82,627.05	\$82,627.06 to \$89,578.25
23	\$64,903.66 to \$72,207.49	\$72,207.50 to \$79,511.33	\$79,511.34 to \$86,815.16	\$86,815.17 to \$94,119.00
24	\$68,188.45 to \$75,859.41	\$75,859.42 to \$83,530.37	\$83,530.38 to \$91,201.33	\$91,201.34 to \$98,872.29
25	\$71,647.15 to \$79,709.38	\$79,709.39 to \$87,771.62	\$87,771.63 to \$95,833.85	\$95,833.86 to \$103,896.09
26	\$75,281.27 to \$83,752.45	\$83,752.46 to \$92,223.62	\$92,223.63 to \$100,694.79	\$100,694.80 to \$109,165.97
27	\$79,099.73 to \$88,000.59	\$88,000.60 to \$96,901.44	\$96,901.45 to \$105,802.29	\$105,802.30 to \$114,703.15
28	\$83,111.88 to \$92,464.20	\$92,464.21 to \$101,816.53	\$101,816.54 to \$111,168.86	\$111,168.87 to \$120,521.19

Annual amounts based on 2080 hours.

2015 Salary Survey Summary

Midpoint Comparison

Position	Survey 2nd Quartile			Survey 3rd Quartile			Centerville			Dollar (Q2)	% (Q2)	Dollar (Q3)	% (Q3)
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum				
Court Clerk II	\$ 13.04	\$ 16.38	\$ 19.15	\$ 13.73	\$ 16.79	\$ 19.69	\$ 13.96	\$ 17.10	\$ 20.24	\$ 0.72	4.20%	\$ 0.31	1.90%
Court Clerk I	\$ 12.26	\$ 15.05	\$ 17.92	\$ 12.64	\$ 15.55	\$ 18.22	\$ 12.64	\$ 15.48	\$ 18.32	\$ 0.43	2.79%	\$ (0.07)	-0.48%
Street Supervisor	\$ 21.89	\$ 27.66	\$ 32.17	\$ 23.03	\$ 28.22	\$ 33.38	\$ 20.71	\$ 25.37	\$ 30.03	\$ (2.29)	-9.04%	\$ (2.85)	-10.31%
Street/Water Operator I	\$ 13.46	\$ 16.95	\$ 20.30	\$ 14.28	\$ 17.65	\$ 21.50	\$ 14.66	\$ 17.96	\$ 21.26	\$ 1.01	5.64%	\$ 0.31	1.84%
Street/Water Operator II	\$ 14.93	\$ 18.28	\$ 22.01	\$ 15.90	\$ 19.04	\$ 22.68	\$ 16.18	\$ 17.71	\$ 19.24	\$ (0.57)	-3.20%	\$ (1.33)	-7.28%
Street/Water Operator III	\$ 16.31	\$ 20.64	\$ 24.36	\$ 17.84	\$ 21.71	\$ 25.94	\$ 17.82	\$ 21.86	\$ 25.90	\$ 1.21	5.55%	\$ 0.15	0.70%
GIS Specialist	\$ 18.68	\$ 22.54	\$ 26.84	\$ 19.05	\$ 24.31	\$ 29.16	\$ 18.49	\$ 22.65	\$ 26.81	\$ 0.11	0.46%	\$ (1.66)	-7.35%
Parks Maintenance Spec. I	\$ 12.15	\$ 15.58	\$ 18.18	\$ 13.39	\$ 16.28	\$ 19.60	\$ 14.03	\$ 17.18	\$ 20.34	\$ 1.60	9.29%	\$ 0.90	5.74%
Parks Maintenance Spec. II	\$ 14.27	\$ 17.32	\$ 20.43	\$ 14.90	\$ 18.54	\$ 22.20	\$ 15.48	\$ 18.96	\$ 22.44	\$ 1.64	8.65%	\$ 0.42	2.43%
Parks Maintenance Spec. III	\$ 15.82	\$ 19.85	\$ 23.57	\$ 16.21	\$ 19.94	\$ 24.14	\$ 16.26	\$ 19.92	\$ 23.58	\$ 0.07	0.34%	\$ (0.02)	-0.12%
Police Officer I	\$ 17.86	\$ 21.88	\$ 26.06	\$ 17.95	\$ 22.31	\$ 26.59	\$ 17.87	\$ 21.88	\$ 25.90	\$ 0.00	0.02%	\$ (0.42)	-1.94%
Police Officer II	\$ 18.70	\$ 23.02	\$ 27.21	\$ 19.03	\$ 23.48	\$ 28.10	\$ 18.76	\$ 22.99	\$ 27.21	\$ (0.03)	-0.13%	\$ (0.49)	-2.13%
Police Officer III	\$ 20.15	\$ 24.98	\$ 29.80	\$ 20.71	\$ 25.72	\$ 31.47	\$ 20.71	\$ 25.37	\$ 30.03	\$ 0.40	1.56%	\$ (0.35)	-1.40%
Average										\$ 0.33	2.01%	\$ (0.39)	-1.41%
Median										\$ 0.40	1.56%	\$ (0.07)	-0.48%

The following cities participate in the Compensation Survey and were used to compare similar positions in Centerville. For each position, only those cities with a similar position were used for the salary comparison - not all the cities listed were used for every position.

BOUNTIFUL	FARMINGTON	NEPHI	RIVERTON	SOUTH WEBER CITY	WEST BOUNTIFUL
BRIGHAM CITY	HERRIMAN	NORTH OGDEN	ROY	SOUTH SALT LAKE	WEST POINT CITY
CEDAR CITY	KAYSVILLE	NORTH SALT LAKE	SALT LAKE CITY	SPANISH FORK	WEST VALLEY
CLEARFIELD	LAYTON	OGDEN	SANDY	SPRINGVILLE	WOODS CROSS
CLINTON	MIDVALE	PAYSON	SOUTH JORDAN	SUNSET	
DRAPER	MURRAY	RIVERDALE	SOUTH OGDEN	SYRACUSE	

2015 Salary Survey Summary
Management Position Midpoint Comparison

Position	Survey 2nd Quartile			Survey 3rd Quartile			Centerville			Dollar (Q2)	% (Q2)	Dollar (Q3)	% (Q3)
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum				
City Manager	\$ 41.55	\$ 51.04	\$ 61.12	\$ 43.76	\$ 53.73	\$ 65.33	\$ 39.37	\$ 48.23	\$ 62.11	\$ (2.81)	-5.83%	\$ (5.50)	-10.78%
Asst CM/Finance Dir (10)	\$ 37.51	\$ 46.57	\$ 55.85	\$ 41.97	\$ 52.90	\$ 64.73	\$ 33.94	\$ 41.58	\$ 49.21	\$ (5.00)	-12.02%	\$ (11.33)	-24.32%
Finance Director (10)	\$ 34.57	\$ 43.14	\$ 51.83	\$ 38.22	\$ 48.30	\$ 58.10	\$ 33.94	\$ 41.58	\$ 49.21	\$ (1.56)	-3.76%	\$ (6.72)	-15.58%
Police Chief	\$ 34.98	\$ 43.56	\$ 53.50	\$ 37.21	\$ 48.08	\$ 57.59	\$ 33.94	\$ 41.58	\$ 49.21	\$ (1.98)	-4.77%	\$ (6.50)	-14.92%
Public Works Director	\$ 35.01	\$ 43.59	\$ 52.81	\$ 37.21	\$ 48.08	\$ 57.59	\$ 30.74	\$ 37.66	\$ 44.58	\$ (5.93)	-15.74%	\$ (10.41)	-23.89%
Comm Dev Dir	\$ 33.26	\$ 41.08	\$ 49.29	\$ 34.41	\$ 42.97	\$ 51.78	\$ 30.74	\$ 37.66	\$ 44.58	\$ (3.41)	-9.06%	\$ (5.31)	-12.93%
Parks & Rec Director	\$ 29.83	\$ 37.20	\$ 44.92	\$ 30.21	\$ 39.62	\$ 46.47	\$ 26.51	\$ 32.48	\$ 37.88	\$ (4.72)	-14.53%	\$ (7.14)	-19.19%
Police Lieutenant	\$ 27.56	\$ 34.28	\$ 40.58	\$ 29.37	\$ 35.75	\$ 42.13	\$ 27.99	\$ 34.28	\$ 40.58	\$ -	0.00%	\$ (1.47)	-4.29%
Average										\$ (3.18)	-8.21%	\$ (6.80)	-15.74%
Median										\$ (3.11)	-7.45%	\$ (6.61)	-15.25%

The following cities participate in the Compensation Survey and were used to compare similar positions in Centerville. For each position, only those cities with a similar position were used for the salary comparison - not all the cities listed were used for every position.

BRIGHAM CITY	FARMINGTON	NEPHI	RIVERTON	SPANISH FORK	WEST BOUNTIFUL
CEDAR CITY	HERRIMAN	NORTH OGDEN	ROY	SPRINGVILLE	WEST POINT CITY
CLEARFIELD	KAYSVILLE	NORTH SALT LAKE	SOUTH OGDEN	SUNSET	WOODS CROSS
CLINTON	MIDVALE	PAYSON	SOUTH WEBER CITY	SYRACUSE	
DRAPER	MURRAY	RIVERDALE	SOUTH SALT LAKE		

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
8/18/2015**

Item No. 9.

Short Title: Personnel Policies and Procedures - Amendments - Long-Term Sick Leave and All-Purpose Leave

Initiated By:

Scheduled Time: 9:00

SUBJECT

Consider Resolution No. 2015-16 amending Section 4.150 of the Personnel Policies and Procedures regarding Long-Term Sick Leave and amending Section 4.140 of the same regarding All-Purpose Leave

RECOMMENDATION

Approve Resolution No. 2015-16 amending Section 4.150 of the Personnel Policies and Procedures regarding Long-Term Sick Leave and amending Section 4.140 of the same regarding All-Purpose Leave

BACKGROUND

In 2014 the City Manager informed the City Council of his concern about the increasing financial liability associated with the Long-Term Sick Leave (LTSL) benefit policy, which allows an employee to accumulate such paid leave without a maximum cap. The City Council agreed with the City Manager's recommendation to undertake a review of this paid leave benefit and supported the idea of creating an employee committee to discuss possible revisions. The Council also asked that the employee committee consider a simplification of the City's paid leave benefits. Below is a historical summary of sick leave benefits for City employees.

Prior to 1985, employees earned 12 days of sick leave per year, a typical accrual rate for public employees. They were also allowed to accumulate sick leave year after year without any cap and cash in at full value all of their unused sick leave hours at their current pay upon termination of their employment with the City. This policy was changed in 1985, but those employees who already had sick leave balances under the old policy were allowed to keep those hours on the books and either use those hours as needed or cash those in at full value upon termination of employment. Two current employees still have some pre-1985 sick leave hours for which the City must compensate them at full value upon the termination of their employment.

In 1985 the sick leave benefit was changed by dividing sick leave accrual into two categories, known as "All-Purpose Leave" (APL) and "Long-Term Sick Leave" (LTSL). Employees at that point began earning APL at the rate of 5 days per year and LTSL at the rate of 7 days per year. APL was intended to be used for short-term illness or any other personal reasons, and the City automatically cashes out at full value each year any APL hours accumulated over 300 hours. No cap was set on the accumulation of LTSL and employees became entitled to cash out LTSL at a 3 to 1 rate upon retirement. The hourly rate applied to this cash out was their average hourly rate during their years of City employment. At a later point in time—to simplify the calculation upon an employee's termination of employment—this policy was changed to apply the employee's hourly rate at the time of termination, but the ratio was changed to a 4 to 1 conversion instead of 3 to 1 as an offset to the financial impact of the higher hourly rate. The eligibility for cash-out was also expanded to include not only upon retirement but also if the employee had 20 years or more of service when terminating employment.

The City Manager convened an employee committee which met five times between March and August 2015. Comparative data compiled by Jake Smith was reviewed to determine if Centerville City's paid leave benefits are more generous than other cities in Davis County. These comparative analyses—one for vacation leave and one for sick leave—are attached and were shared initially with the City Council in 2014. These analyses show that

Centerville's accrual rates are not excessive when compared to other cities. Some cities have cash-out provisions for sick leave and other cities do not. Cash-out options and conversion ratios vary greatly. Centerville is unique in breaking down sick leave between APL and LTSL, but the total accrual rate of 12 days per year is in line with the average. Centerville's paid vacation leave accrual rate is also in line with the average for other cities for the first 10 years of employment, then falls behind in subsequent years.

The employee committee discussed the idea of simplifying the City's two-tiered sick leave policy to be similar to other cities. However, there was strong consensus that Centerville's policy—since the changes in 1985—has an advantage when compared with the more traditional sick leave policies by striking a reasonable balance between discouraging employee abuse and encouraging employees to take the time off when actually sick. Department heads particularly believe the two-tiered approach is working well from their perspective.

The employee committee acknowledged the need to contain the City's increasing liability associated with LTSL. After considerable discussion, the committee recommends and the City Manager supports the proposal to cap the accumulation of LTSL at 800 hours and provide for an annual cash-out of hours over 800 at the conversion ratio of 4 to 1. This is the same conversion ratio as currently exists, but the conversion will be occurring at the employee's current rate of pay rather than an inflated future rate. In addition, when an employee retires or terminates employment with 20 years of service, the financial impact on the City's budget at that time will be less by establishing this accumulation cap. The impact over time can be seen in the attached "Long Term Sick Leave Analysis" prepared by Jake Smith, which can be further explained at the Council meeting. It reveals how the City's liability can potentially increase over the next five years with and without the 800-hour cap. It also estimates the cost of initially implementing the proposed annual cash-out provision for employees with over 800 hours of LTSL. The estimated cost would initially be about \$37,000 if implemented in the current fiscal year. In subsequent years, the annual cash out impact would be much less and could be included in the annual budget.

In addition, the City Manager recommends the City buy out the pre-1985 liability of two employees during the current fiscal year, at a cost of \$18,242. If this is not done, the value of that liability will continue to increase year by year until those two employees retire.

The combined impact of implementing the recommendations above is about \$55,000. The current budget does not include funding for this purpose. Therefore, if done in the current year, it would require appropriations from the General Fund and Water Fund through budget amendments. The City Manager will discuss with the Council the timing of implementation if the Council supports the proposed policy revisions.

ATTACHMENTS:

- Description
- ☐ Vacation Leave Comparative Data
- ☐ Sick Leave Comparative Data
- ☐ Long-Term Sick Leave Analysis
- ☐ Resolution No. 2015-18-Sick Leave

Annual/Vacation/ Holiday Leave

3/30/2015

City	Holiday Hours	Years of Service																						Max Balance	Cash Out Provision (annual)	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22			
Bountiful	96	96	96	96	96	96	120	120	120	120	120	144	144	144	144	144	168	168	168	168	168	168	168	240	Up to 40 hours/year; Exempt employees up to 80 hours/year	
Centerville	96	96	96	96	96	96	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	240	None	
Centerville - exempt	96	120	120	120	120	120	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	144	240	Up to 40 hours	
Clearfield	96	104	104	104	104	128	128	128	128	128	168	168	168	168	168	168	168	168	168	168	168	168	168	240	None	
Clinton	96	96	96	96	96	96	120	120	120	120	120	144	144	144	144	144	168	168	168	168	168	168	192	240	At discretion of CM	
Clinton - exempt	96	144	144	144	144	144	168	168	168	168	168	192	192	192	192	192	216	216	216	216	216	216	240	288	At discretion of CM	
Farmington	96	96	96	96	96	96	120	120	120	120	120	144	144	144	144	144	168	168	168	168	168	168	168	240		
Fruit Heights	96	80	80	80	80	80	120	120	120	120	120	144	144	144	144	144	168	168	168	168	168	168	168	240	At discretion of City	
Kaysville	96	80	80	80	80	80	96	96	96	96	96	120	120	120	120	120	160	160	160	160	160	160	160	240	Note: Employees may only carryover 1/2 of prior years accrued vacation leave	
Layton	96	96	96	96	96	96	120	120	120	120	120	144	144	144	144	144	168	168	168	168	168	168	168	240	None	
North Salt Lake																										
South Weber	96	96	96	96	96	96	120	120	120	120	120	144	144	144	144	144	168	168	168	168	168	168	192	192	240	None
Sunset	88	96	96	120	120	120	120	120	120	120	144	144	144	144	144	168	168	168	168	168	192	192	192	480	Cash out 50% or 100 hours (whichever is less) once a year	
Syracuse	96	80	80	80	96	96	96	96	96	96	120	120	120	120	120	160	160	160	160	160	160	160	160	240	None	
West Bountiful	96	104	104	104	104	104	128	128	128	128	128	160	160	160	160	160	160	160	160	160	160	160	160	240	None	
Westpoint	96	80	80	80	80	96	96	96	96	96	112	112	112	112	112	128	128	128	128	128	128	128	128	320	None	
Woods Cross																										
Mean	95.5	97.6	97.6	99.2	100.3	102.9	121.1	121.1	121.1	121.1	128.0	142.9	142.9	142.9	142.9	148.3	162.1	162.1	162.1	162.1	163.7	165.3	168.5	264.5		
Median	96.0	96.0	96.0	96.0	96.0	96.0	120.0	120.0	120.0	120.0	120.0	144.0	144.0	144.0	144.0	144.0	168.0	168.0	168.0	168.0	168.0	168.0	168.0	240.0		
Centerville - over/under Median	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	-24.0	-24.0	-24.0	-24.0	-24.0	-48.0	-48.0	-48.0	-48.0	-48.0	-48.0	-48.0	0.0		
Centerville - exempt - over/under Median	0.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0	24.0	0.0	0.0	0.0	0.0	0.0	-24.0	-24.0	-24.0	-24.0	-24.0	-24.0	-24.0	0.0		

Source: Individual cities' personnel leave policies

Sick Leave

3/30/2015

City	Hours	Max Balance	Separation	Annual Buyout/Conversion	Other
Bountiful	96	None	Retirement only - 1/2 of sick leave up to 720 hours deposited into HRA	Convert to cash up to 32 hours (less sick leave used); Exempt is up to 80 hours; Must maintain balance of 120 hours for conversion	
Centerville - All-purpose	40	300	Paid out; Retirement and 20+ years - combined with vacation and long-term sick leave to be applied to health insurance at employees discretion	Excess paid out at end of year	All purpose is used for short-term sick leave or personal business
Centerville - Long-term sick	56	None	Retirement and 20+ years only - combined with vacation and all-purpose leave to be applied to health insurance at employees discretion - conversion to cash is 1/4	None	Long-term is used for in-patient hospitalization; outpatient surgery; chronic illness; trauma related accident; funeral leave up to 5 days; 5th day+ of a major illness
Clearfield	96	None	Retirement only - 21 hours = 1 month (60 month max) current premium for single medical, dental and life insurance; Amount deposited in RHS	16 hours can be used for personal leave; 1/4 of unused sick leave for that year can be "sold back"	
Clinton	96	None	None	480+ and < 64 hours used in a year - convert to cash or annual leave up to 1/2 of unused sick leave; <480 and <32 hours used in a year - convert up to 8 hours	None
Farmington	96	320	Retirement only - Sick leave converted to HRA at 100%	Bonus for productivity measured in sick days used: 0 days - 32 hours pay; 1 day - 24 hours pay; 2 days - 16 hours pay; 3 days - 8 hours pay; 4+ - no bonus	
Fruit Heights	96	240	None	At the discretion of the City	

Kaysville	96	None	None	Balance of 144+ can convert to cash or annual leave up to 1/3 of unused sick leave for that year	
Layton	96	1000	In good standing - paid out at 1/3 value for employees with 5+ years	Under 480 hours - Cash in or convert to annual leave up to 1/3 of sick leave hours; over 480 hours - Can cash in or convert to annual leave up to 2/3 of sick leave hours	In 2003, City bought down any balance in excess of 600 hours at 1/3 value
North Salt Lake					
South Weber	96	None	None	None	
Sunset	96	None	Retirement and 10+ years at Sunset - % of sick leave paid out is equivalent to years served with a max of 20%	None	
Syracuse	96	1040	Retirement only - paid out at 1/5 value	None	
West Bountiful	104	1440	Retirement only - 10 years of service = 20% payout; 20 years = 40%; 25+ years = 50%	After a balance of 120 hours, employees can convert to cash up to 1/3 (less hours used) of their annual accrual	
Westpoint	96	750	In good standing - paid out at 1/3 value for employees with 5+ years	1/3 of sick hours accumulated during year can be converted to annual leave	
Woods Cross					

Source: Individual cities' personnel leave policies

Long Term Sick Leave Analysis

Start Date	LTSL Balance (4.67/m)	Avg. LTSL Used per Month	Pre Aug '85 Liability	LTSL Liability (20+ years)	LTSL Liability w/ 800 cap	Liability in 5 years (no use of long sick)	LTSL Liability w/ 800 cap (5 yrs)	Initial Payout with 800 cap
Feb-98	888.2	0.46		\$ -	\$ -	\$ 16,205.71	\$ 11,096.00	\$ 1,223.33
Sep-12	163.45	0.87		\$ -	\$ -	\$ -	\$ -	\$ -
Jul-92	995.1	1.15		\$ 5,858.65	\$ 4,710.00	\$ 7,508.33	\$ 4,710.00	\$ 1,148.65
Apr-12	126.63	1.73		\$ -		\$ -	\$ -	\$ -
Oct-91	822.45	1.88		\$ 10,268.29	\$ 9,988.00	\$ 13,766.59	\$ 9,988.00	\$ 280.29
Jan-92	953.43	1.30		\$ 6,850.39	\$ 5,748.00	\$ 8,863.63	\$ 5,748.00	\$ 1,102.39
Jul-97	921.22	0.54		\$ -		\$ 8,076.55	\$ 5,378.00	\$ 814.90
Aug-03	240.88	3.07		\$ -		\$ -	\$ -	\$ -
Nov-11	182.98	1.34		\$ -		\$ -	\$ -	\$ -
Oct-12	42.43	3.68		\$ -		\$ -	\$ -	\$ -
Apr-82	1655.86	0.56	\$ 11,041.00	\$ 18,731.92	\$ 9,050.00	\$ 21,901.68	\$ 9,050.00	\$ 9,681.92
Dec-02	553.34	1.28		\$ -		\$ -	\$ -	\$ -
Jan-08	420.3	0.05		\$ -		\$ -	\$ -	\$ -
Jul-08	353.95	0.78		\$ -		\$ -	\$ -	\$ -
Jul-82	1491.86	0.97	\$ 7,201.10	\$ 12,550.27	\$ 6,730.00	\$ 14,907.45	\$ 6,730.00	\$ 5,820.27
Dec-91	579.36	2.71		\$ 3,781.77	\$ 3,781.77	\$ 5,610.78	\$ 2,145.96	\$ -
Dec-90	1024.65	1.33		\$ 6,101.79	\$ 4,764.00	\$ 7,770.38	\$ 4,764.00	\$ 1,337.79
Mar-04	509.03	1.01		\$ -		\$ -	\$ -	\$ -
Apr-12	118.13	1.92		\$ -		\$ -	\$ -	\$ -
May-87	1417.24	0.54		\$ 10,317.51	\$ 5,824.00	\$ 12,357.36	\$ 5,824.00	\$ 4,493.51
Feb-96	899.11	0.84		\$ -		\$ 6,957.93	\$ 4,720.00	\$ 584.75
Sep-06	248.04	2.51		\$ -		\$ -	\$ -	\$ -
Jan-07	441.01	0.39		\$ -		\$ -	\$ -	\$ -
Aug-05	560.4	0.26		\$ -		\$ -	\$ -	\$ -
May-15	14.01	2.67		\$ -		\$ -	\$ -	\$ -
Apr-04	635.12	0.10		\$ -		\$ -	\$ -	\$ -
Sep-00	695.83	0.95		\$ -		\$ -	\$ -	\$ -
Jun-06	433.03	0.90		\$ -		\$ -	\$ -	\$ -
Sep-87	1488.81	0.33		\$ 15,115.14	\$ 8,122.00	\$ 17,959.87	\$ 8,122.00	\$ 6,993.14
Oct-86	1128.82	1.49		\$ 9,496.20	\$ 6,730.00	\$ 11,853.38	\$ 6,730.00	\$ 2,766.20
Apr-01	665.88	0.86		\$ -		\$ -	\$ -	\$ -
Nov-95	873.39	1.13		\$ -		\$ 7,965.54	\$ 5,524.00	\$ 506.76
Aug-04	528.44	0.87		\$ -		\$ -	\$ -	\$ -
Jul-05	497.07	0.76		\$ -		\$ -	\$ -	\$ -
Jul-05	409.57	1.45		\$ -		\$ -	\$ -	\$ -
Jan-06	457.05	0.70		\$ -		\$ -	\$ -	\$ -
Oct-07	258.98	2.16		\$ -		\$ -	\$ -	\$ -
May-10	211.59	1.51		\$ -		\$ -	\$ -	\$ -
Jul-11	170.66	1.57		\$ -		\$ -	\$ -	\$ -
Sep-12	158.78	0.98		\$ -		\$ -	\$ -	\$ -
Jul-13	116.75	0.90		\$ -		\$ -	\$ -	\$ -
May-14	70.05	0.98		\$ -		\$ -	\$ -	\$ -
May-14	65.38	1.23		\$ -		\$ -	\$ -	\$ -
Feb-15	23.35	1.33		\$ -		\$ -	\$ -	\$ -
Oct-89	751.34	2.31		\$ 4,474.23	\$ 4,474.23	\$ 6,142.82	\$ 4,764.00	\$ -
Jul-98	505.99	2.27		\$ -		\$ 5,053.24	\$ 2,048.59	\$ -
Oct-14	39.03	2.62		\$ -		\$ -	\$ -	\$ -
Jul-04	303.89	2.48		\$ -		\$ -	\$ -	\$ -
Jul-99	846.81	0.41		\$ -		\$ 10,016.30	\$ 7,110.00	\$ 416.02
Aug-99	581.92	1.75		\$ -		\$ 5,491.70	\$ 2,110.72	\$ -
Jul-09	325.99	0.54		\$ -		\$ -	\$ -	\$ -
Oct-09	172.79	2.48		\$ -		\$ -	\$ -	\$ -
Mar-11	204.34	0.95		\$ -		\$ -	\$ -	\$ -
	Mean	1.32	\$ 18,242.10	\$ 103,546.16	\$ 69,922.00	\$ 188,409.24	\$ 106,563.27	\$ 37,169.93
	Median	1.13						
	Max	3.68						

RESOLUTION NO. 2015-16

A RESOLUTION AMENDING SECTION 4.150 OF THE CENTERVILLE CITY PERSONNEL POLICIES AND PROCEDURES REGARDING LONG-TERM SICK LEAVE AND AMENDING SECTION 4.140 REGARDING ALL-PURPOSE LEAVE

WHEREAS, the City Council has previously adopted Personnel Policies and Procedures regarding long-term sick leave as set forth in Section 4.150 and all-purpose leave as set forth in Section 4.140; and

WHEREAS, City Staff recommends amending Section 4.150 to implement a maximum cap on long-term sick leave accumulation, to clarify permitted uses of long-term sick leave, and to amend provisions regarding long-term sick leave upon retirement or termination of employment with a minimum of twenty (20) years of service, and amending Section 4.140 regarding end of the year payout for unused all-purpose leave in excess of maximum cap; and

WHEREAS, the City Council has reviewed the recommended changes to Section 4.150 and Section 4.140 of the Personnel Policies and Procedures regarding long-term sick leave and all-purpose leave and desires to amend such sections as more particularly provided herein; and

WHEREAS, the City Council finds that the amendment to Section 4.150 of the Personnel Policies and Procedures regarding long-term sick leave is in the best interest of the City and its employees and will limit City liability for uncapped long-term sick leave accrual while providing legitimate and sufficient protection for employees who may need to use long-term sick leave for qualifying illnesses, and that the amendment to Section 4.140 will provide consistency with the changes to Section 4.150.

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

Section 1. Amendment. Section 4.150 of the Centerville City Personnel Policies and Procedures regarding long-term sick leave is hereby amended to read in its entirety as follows:

4.150. Long-Term Sick Leave.

The City provides eligible employees with long-term sick leave each year. Long-term sick leave benefits are designed to provide for the continuation of income during periods of acute or prolonged employee illness. The use of long-term sick leave will be subject to the provisions provided below.

(a) **Eligibility.** Full-time and part-time employees are eligible to accrue long-term sick leave in accordance with the accrual rates set forth herein.

(b) **Accrual.** Full-time employees accrue long-term sick leave at the rate of seven (7) days per year or 4.67 hours (4 hours 40 minutes) per month. Part-time employees accrue long-term sick leave at the rate of 3 ½ days per year or 2.34 hours per month.

(c) Accumulation. Beginning on December 31, 2015, employees can accumulate and carry forward to the next calendar year a maximum of eight hundred (800) hours of long-term sick leave. Any unused long-term sick leave hours that accrue in excess of the maximum will be cashed-out at the end of each calendar year. The annual cash-out rate is one-fourth (1/4) of the long-term sick leave hours in excess of eight hundred (800) hours times the employee's then current rate of pay. Such annual cash-out of excess long-term sick leave shall be paid to the employee on the employee's second pay check in January of the following year or the employee may elect in writing to have his or her annual cash-out to be contributed to an eligible retirement account or health savings account.

(de) Definition of Illness. ~~Illness, for~~ For the purpose of this policy, illness is will be defined as an employee's temporary inability to perform his or her duties as a result of mental or physical injury, illness or incapacity, and includes disability caused by pregnancy, false pregnancy, childbirth, termination of pregnancy and recovery therefrom. Long-term sick leave is intended to provide time off for serious health conditions. Colds and minor health issues do not generally qualify for long-term sick leave.

(ed) Utilization of Long-term Sick Leave. The long-term sick leave benefit is has been designed to protect the income of eligible City employees who are absent as a result of acute or long-term illness. Except as otherwise provided in Subsection (1h), the use of long-term sick leave will be restricted to periods of actual employee illness or physician certified recovery from illness.

(1) First Day Coverage: Long-term sick leave may be used to cover the first (1st) day of illness under the following circumstances:

(i) In-patient care requiring an overnight stay at a hospital, hospice or residential care facility ~~hospitalization.~~

(ii) Necessary out-patient surgery or procedures, including colonoscopy. ~~Major Surgery Performed on an Outpatient Basis. Elective or cosmetic surgery does not qualify for long-term sick leave.~~

(iii) Chronic illness of a serious nature which is characterized by periods of remissions and relapse and requires continuous monitoring and intervention by a health care provider.

(iv) Absence Due to Trauma. ~~Injury as the result of an accident~~ which causes major trauma.

(v) Funeral Leave. ~~Leave~~ Funeral leave up to five (5) days for the death of an immediate family member. Immediate family members include: Father, Mother, Sibling, Spouse, Child or anyone for whom the employee is a ~~you are~~ legal guardian.

(vi) Qualified FMLA leave for non-employee illnesses in accordance with the limitations set forth in Subsection (1).

(vii) Emergency room visit causing employee to miss scheduled work.

(2) Fifth Day Coverage. Employees may be eligible to use long-term sick leave on the fifth and successive days of any bona fide illness not included in paragraph (ed)(1) above with physician certification. Only one waiting period will be required, however, for any single occurrence of illness or injury. ~~(A single occurrence within a thirty (30) day period of time).~~

(f3) Supplemental to Workers' Compensation. Long-term sick leave may be used to make up the difference between Worker's Compensation payments and the employees' base pay equivalent.

(g4) Supplement to Part-Time Earnings. Long-term sick leave may be used to make up the difference between an employee's part-time earnings and his or her base pay equivalent when the employee is returning from an approved medical leave and, upon the orders of his or her physician, must phase back into his or her regular work schedule.

(h5) Use of Other Paid Leave. If an employee's long-term sick leave account is depleted during a long-term period of illness, the employee may utilize other accrued paid leave (such as vacation or all-purpose leave) to provide for income continuation.

(ie) Scheduling. To the extent practicable, long-term leave shall be scheduled ~~Scheduling long-term leave is to be done~~ in accordance with the leave procedures set forth in section 4.110.

(jf) Authorization/Record keeping. The employee's supervisor authorizes the payment of long-term sick leave by recording long-term sick leave hours taken each pay period on the employee's time card.

(kg) ~~Cash-In Provision.~~

~~(l1) Termination or Retirement. Upon retirement or termination of employment with a minimum of twenty (20) years of continuous full-time employment with the City, such employees are entitled to cash in lieu for unused long-term sick leave hours. Unused long-term sick leave may be cashed in at the time of employee retirement or upon termination of employment with a minimum of twenty (20) years of continuous full-time employment with the City. The cash-in rate is one-fourth (1/4) of the unused long-term sick leave hours times the employee's rate of pay upon qualifying retirement or termination. Such cash-in amount shall be paid to the employee with the employee's final pay check or the employee may elect in writing to have his or her cash-in amount contributed to an eligible retirement account or health savings account. Eligible employees may also~~ An employee who terminates employment due to retirement or who has been employed with the City for a minimum of twenty (20) consecutive years of continuous full-time employment with the City may refer to Section 5.030 for an additional use of unused long-term sick leave for continued health insurance coverage.

(lh) Use of Long-Term Sick Leave for Qualifying Family Medical Leave. Employees may utilize up to forty (40) hours of accrued long-term sick leave for non-employee illnesses when such leave qualifies as family medical leave and is taken in accordance with the policies and procedures set forth in Section 4.160. While it is acknowledged that long-term sick leave is generally limited to leave necessitated by the employee's own injury, illness or incapacity as defined herein, this provision permits employees to utilize a portion of their accrued long-term sick leave for nonemployee

illnesses when such leave qualifies as family medical leave under Section 4.160. No waiting period shall be required for use of long-term sick leave for non-employee illnesses as family medical leave as provided herein. The use of long-term sick leave as provided herein shall be limited to forty (40) hours per rolling 12-month period as defined in Section 4.160(d).

Section 2. Amendment. Subsection 4.140(d)(1) of the Centerville City Personnel Policies and Procedures regarding all-purpose leave is hereby amended to read in its entirety as follows:

4.140. All-Purpose Leave.

* * *

(d) Cash-In of Unused Leave.

(1) Year-End: At the end of each calendar year, all-purpose leave in excess of three hundred (300) hours in an employee's account will be automatically cashed out to the employee on the employee's second ~~first~~ pay check in January of the following year.

Section 3. Severability. If any section, clause or provision of this Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

Section 4. Effective Date. This Resolution and the amendments to Section 4.150 and Section 4.140 of the Personnel Policies and Procedures provided herein shall become effective November 1, 2015.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, ON THIS 18th DAY OF AUGUST, 2015.**

CENTERVILLE CITY

Mayor Paul A. Cutler

ATTEST:

Marsha L. Morrow, City Recorder

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

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

MARSHA L. MORROW, City Recorder

DATE: _____

EFFECTIVE DATE: ____ day of _____, 20 ____.

	State of Utah	Davis County
Sick Leave	104 hours full-time (36+hours); 78 hours for 26-35 hour; 52 hours for 16-25 hour; 26 hours for 6-15 hour No cash out post 2014	96 Hours full-time; None part-time Cash out upon 10 years or retirement: 1/3 value
Holiday	11 Days – follows same accrual rate as sick	11 days 8 hours for full-time; 11 days based on avg. hours for part-time
Annual/Vacation	<5 years = 104 5-9.9 years = 130 10-19.9 years = 156 20+ years = 182 Part-time receive reduced annual amount based on hours worked and years of service. Ex: 20 hour at 8 years would receive 78 hours annual leave.	<5 years = 104 5-9.9 years = 128 10-14.9 years = 152 15+ years = 176
Bereavement	Up to 24 hours	Up to 40 hours
Medical	<u>STAR Plan (HSA)</u> - No Cost Share; State contributes ~1,500 to HSA <u>Traditional Plan</u> - Employee pays 10% of premium	<u>Traditional Plan</u> - Employee pays 10% of premium
Dental	Employee pays 10% of premium	Employee pays 10% of premium
Retirement	URS 1.5% contribution to individual retirement Match up to \$26/paycheck	URS Up to 4% match to individual retirement

Health Insurance Comparison

City	H.S.A.	Employer Cont. to H.S.A.	Traditio nal	Employee Share
Bountiful	X	\$ 3,050		10%
Brigham City	X	\$ 3,000		20%
Centerville			X	10%
Clearfield	X		X	10%
Clinton			X	0%
Draper			X	10%
Kaysville	X	\$ 2,400		0%
North Salt Lake	X	\$ 3,750		5%
Riverdale			X	20%
Riverton			X	15%
South Ogden	X	\$ 1,500		0%
South Salt Lake	X	\$ 1,200		5%
Spanish Fork	X	\$ 1,600		0%
Springville	X	\$ 1,084		0%
Sunset			X	0%
Syracuse	X	\$ 1,500		0%
West Bountiful			X	5%
West Point City	X	\$ 4,000		10%
Woods Cross			X	0%

CHAPTER 2: ADMINISTRATION

- 2.010. Personnel Director.**
- 2.020. Employee Definitions.**
- 2.030. Classification Plan.**
- 2.040. Personnel Records.**

2.010. Personnel Director.

The City Manager is hereby designated as the City Personnel Director. The City Manager may delegate his or her duties and responsibilities as Personnel Director to other personnel as deemed appropriate and as authorized by law. The duties and responsibilities of the Personnel Director include, but are not limited to, the following:

- (a) to develop, implement and administer these Policies and Procedures;
- (b) to promote the fair treatment of employees and the administration of these Policies and Procedures; and
- (c) to review these Policies and Procedures and recommend suggestions or changes deemed necessary to the City Council.

2.020. Employee Definitions.

City employees are categorized as follows:

- (a) **Full-Time.** Employees who are scheduled to work forty (40) hours per week or more on a regular basis and who are not considered limited employees as defined herein. Full-time employees are eligible for all City benefits.
- (b) **Part-Time.** Employees who are scheduled to work twenty (20) hours or more per week but less than forty (40) hours per week on a regular basis and who are not considered limited employees as defined herein. Part-time employees are not eligible for benefits except as otherwise specifically provided herein or as otherwise required by law.
- (c) **Limited.** Employees who are

hired to work on a temporary, seasonal, provisional, or emergency basis, or for a period of employment expected to last no longer than nine (9) months or less than twenty (20) hours per week. Limited employees are not eligible for any benefits and shall be deemed at-will employees subject to termination with or without cause.

- (d) **Introductory Employees.** Employees who are in their first twelve (12) months of employment at his or her respective position. The successful completion of the one (1) year introductory period should not be construed as creating a contract or as guaranteeing employment for any specific duration with the City. Introductory employees are considered at-will during their introductory period subject to termination with or without cause.

2.030. Classification Plan.

The City shall establish and adopt a Classification Plan setting forth the positions and corresponding job descriptions of City employees.

2.040. Personnel Records.

- (a) **Personnel Records.** It is the policy of the City to maintain personnel records concerning its employees. Such records may include, but are not limited to records regarding hiring, compensation, paid and unpaid leave, awards, grievances, disciplinary action, education, training and other relevant records.
- (b) **Updates.** Each employee is responsible for keeping the City notified of any changes in employee information such as name, address, telephone number, tax exemptions and related information so that the employee's personnel records may be accurately maintained.
- (c) **Maintenance.** Personnel records shall be maintained, classified and accessed in accordance with the Government Records Access and Management Act, as adopted and amended by the City.

(d) Access. It is the City's policy to allow access to personnel records in accordance with applicable law. Employees may have reasonable access to their own personnel records during regular business hours. Employees may examine and make copies of their own personnel records under the direct supervision of the City Manager, or his or her designee, subject to the provisions of the Government Records Access and Management Act, as adopted and amended by the City.

CHAPTER 4: COMPENSATION

- 4.010. Compensation.**
- 4.020. Annual Review.**
- 4.030. Garnishments.**
- 4.040. Exempt and Non-Exempt Employees.**
- 4.050. Overtime.**
- 4.060. Compensatory Time.**
- 4.070. Call-Backs.**
- 4.080. Holiday Pay.**
- 4.090. Paid Leave.**
- 4.100. Unpaid Leave.**
- 4.110. Leave Procedures.**
- 4.120. Leave Procedures Exceptions.**
- 4.130. Vacation Leave.**
- 4.140. All-Purpose Leave.**
- 4.150. Long-Term Sick Leave.**
- 4.160. Family and Medical Leave.**
- 4.170. Military Leave.**
- 4.180. Jury Duty Leave.**
- 4.190. Injury Leave.**

4.010. Compensation.

Employee compensation shall be based upon the City Compensation Plan and includes, but is not limited to, the Salary Administration Guidelines, Position Pay Grade Schedule, and the Salary Schedule as adopted by the City.

4.020. Annual Review.

The employee Compensation Plan should be reviewed and analyzed annually by the City Manager who may recommend appropriate changes to the City Council for approval or denial. The City Council may review and make appropriate changes or recommendations to the Compensation Plan at anytime in accordance with applicable procedures regarding the same.

4.030. Garnishments.

An employee's pay shall be subject to attachment, garnishment and execution under such rights, remedies, and procedures as provided by law.

4.040. Exempt and Non-Exempt Employees.

For purposes of overtime compensation under the Fair Labor Standards Act, the following positions are deemed "exempt":

- (a) City Manager;
- (b) Justice Court Judge;
- (c) Public Works Director;
- (d) Community Development Director;
- (e) Police Chief;
- (f) Police Lieutenant;
- (g) Finance Director / Assistant City Manager;
- (h) Parks and Recreation Director

All other employees of the City are hereby designated as "non-exempt."

4.050. Overtime.

Exempt Employees are not entitled to overtime compensation. Non-Exempt Employees are entitled to overtime compensation at a rate of one and one-half times their regular rates of pay in accordance with the provisions and regulations of the Fair Labor Standards Act. No employee may perform work over his or her designated hours without prior approval of the Department Head. Unless otherwise provided by City policy and in accordance with federal regulations for employees performing bona fide public safety services, all hours of work officially ordered and /or approved by City employees in excess of forty (40) hours per week are considered overtime in accordance with the provisions and regulations of the Fair Labor Standards Act.

4.060. Compensatory Time.

Eligible employees may elect to receive compensatory time off in lieu of overtime payment in cash. Employees desiring to obtain

compensatory time off in lieu of overtime payment in cash shall file an Overtime Compensation Election Form with the City prior to performance of work eligible for compensatory time. Employees who have elected to receive compensatory time in lieu of overtime payment in cash may accrue up to forty (40) hours of compensatory time off. Employees may request use of compensatory time off in accordance with the leave procedures set forth herein. Employees should be permitted to use compensatory time off within a reasonable period after making the request if such use does not unduly restrict the operations of the City and/or the Department within which the employee works. Payments for compensatory time off shall be paid at the employee's regular rate of pay at the time the employee receives such payment. The City reserves the right to pay any employee overtime compensation in cash in lieu of providing compensatory time off for any workweek or work period or for any accrued compensatory time. Employees shall be compensated for unused and accrued compensatory time in accordance with the provisions and regulations of the Fair Labor Standards Act.

4.070. Call-Backs.

When an employee is called back to work outside of normal working hours he or she shall be paid for responding to the call back at the rate of time and one half his or her regular rate of pay. Employees called back to work shall be compensated for a minimum of two (2) hours of work. Telephone requests for information to or from the employee's home or cellular phone shall not be considered a call back.

4.080. Holiday Pay.

Full-time employees shall receive eight (8) hours of paid holiday leave for each of those days defined herein as legal holidays of the City. Part-time employees shall receive four (4) hours of paid holiday leave for each of those days defined herein as legal holidays of the City. Limited employees are not eligible for Holiday Pay but may be given leave without pay. Employees of the Police Department and other

Departments required to work on a legal holiday of the City shall receive compensatory time off on an alternate day as approved by the Department Head. Holidays occurring during an employee's vacation or sick leave are not counted as vacation or sick days; excluding those employees who are scheduled to work on the holiday and will be given an alternate day off for the holiday.

4.090. Paid Leave.

Full-time employees are entitled to vacation leave, all-purpose leave, long-term sick leave and other paid leaves as may be established by the City. Part-time employees may receive vacation leave, all-purpose leave, long-term sick leave and other paid leave as particularly set forth herein. No paid leave shall accrue or be granted to limited employees unless otherwise approved by the City.

4.100. Unpaid Leave.

Employees may be granted unpaid leave under certain circumstances in accordance with the procedures set forth herein. Unless otherwise provided by law, such as military or family and medical leave, unpaid leave is a privilege and not a right. Employees shall not be entitled to the accrual of any vacation, all-purpose or long-term sick leave credits during the period of unpaid leave, but shall be entitled to life insurance, group health insurance, and seniority entitlement as required by law. Unless otherwise required by law, the employee may be required to pay for continuation of insurance benefits during unpaid leave.

4.110. Leave Procedures.

(a) Leave Request Form. Except as provided in Sections 4.120, employees desiring leave, whether paid or unpaid, shall file an Employee Leave Request Form with his or her supervisor in accordance with such procedures as established by each Department Head. Failure to schedule non-emergency leave in advance may result in disapproval of the leave and/or disciplinary action if the leave is required to be taken.

(b) **Approval.** The Department Head shall approve or deny Employee Leave Requests at his or her discretion, except as otherwise provided herein. Leave approval may be delegated to department supervisors as deemed appropriate by each Department Head. Any approved Employee Leave Request shall be signed by the Department Head, or supervisor as applicable, stating any special provisions or conditions for the leave. Any Employee Leave Request exceeding thirty (30) days requires approval from the City Manager. Any Employee Leave Request exceeding one hundred eighty (180) days requires approval from the City Council. Any leave which qualifies or may qualify as Family Medical Leave must be reported to the Assistant City Manager to ensure that the appropriate notice and records are maintained for such leave. Any Department Head desiring leave shall consult with the City Manager prior to scheduling such leave to ensure that proper measures have been or will be taken to provide for the proper and efficient functioning of the department during the Department Head's absence.

(c) **Status.** Employees are responsible for keeping his or her supervisor notified on a daily basis, if necessary, of the anticipated return date from leave. Department Heads or the City Manager may, at any time during an employee's absence due to illness or injury, request a written physician's verification of the employee's illness or condition and its expected duration.

(d) **Compensation.** Employees shall be compensated for paid leave at his or her regular rate of pay.

(e) **Records.** The original Leave Request Form shall be maintained with the employee's personnel records.

4.120. Leave Procedures Exceptions.

Exceptions to the leave procedures set forth in Section 4.110 shall be made in the following instances:

(a) **Absence due to Illness.** In the event an employee is absent due to illness the

request for leave may be handled by a telephone report to his or her supervisor or Department Head. In the event the supervisor or Department Head is not available, the employee may notify the City Manager. Such notice shall be given as soon as practical, before the employee's work shift begins.

(b) **Family Accident, Medical or Other Emergency.** In the event there is a family emergency or accident where the presence of the employee is required, the employee may take the appropriate leave after notifying his or her supervisor or Department Head. In the event the supervisor or Department Head is not available, the employee may notify the City Manager. Such notice shall be given as soon as practical of the emergency.

4.130. Vacation Leave.

(a) **Eligibility.** Full-time employees are eligible to accrue vacation leave in accordance with his or her tenure of employment at the rates set forth herein and are eligible to use accrued vacation leave. Part-time employees are eligible to accrue and use accrued vacation leave as provided herein.

(b) **Employee Accrual Rates.** Full-time employees may accrue up to twelve (12) days of paid vacation leave for the first through fifth years of continuous employment with the City, or to accrue eight (8) hours per month; up to fifteen (15) days of paid vacation leave from the sixth year of continuous employment with the City thereafter, or to accrue ten (10) hours per month thereafter. Part-time employees may accrue four (4) hours per month of paid vacation leave.

(c) **Department Head Accrual Rate.** Department Heads, the Police Lieutenant and the City Manager may accrue up to fifteen (15) days of paid vacation leave for the first through fifth years of continuous employment with the City, or to accrue ten (10) hours per month; up to eighteen (18) days of paid vacation leave from the sixth year of continuous employment with the City thereafter, or to accrue twelve (12) hours per month thereafter.

(d) **Accumulation.** Vacation leave is credited to each employee on a per month basis. In the first year of hire in an eligible position, vacation shall accrue from the date of hire for that position at eight (8) hours per month for employees and ten (10) hours per month for Department Heads. Employees can accumulate and carry forward to the next calendar year a maximum of two hundred and forty (240) hours. Any unused vacation hours in excess of two hundred and forty (240) hours will be forfeited at the end of each calendar year on December 31st. Upon good cause and request from the employee's Department Head, a thirty to sixty (30-60) day extension of the December cut-off date may be considered by the City Manager.

(e) **Exempt Employee Conversion.** During each calendar year, exempt employees may convert for cash in lieu, up to forty (40) hours of unused vacation leave.

(f) **Scheduling.** Vacation leave is intended to benefit the employee and employees are encouraged to take such leave in the year in which it is earned. In order to accommodate the efficient management of the City, vacation leave must be filed in writing to the employee's Department Head, or his or her designee, in accordance with the employee leave request procedures set forth herein. The City will try to honor employees' requested vacation dates, but retains the right to determine final scheduling order or to change the vacation schedules according to the needs of the City. Department Heads are expected to establish yearly vacation schedules to provide efficient management of the City. The City retains the options, in the event of an emergency, to pay any employee in lieu of accrued vacation credit, if any vacation request cannot be granted in the best interest of the City.

(g) **Miscellaneous.** A paid holiday which occurs during vacation leave will not be charged as a vacation day.

(h) **Termination.** Upon termination of employment with the City other than for cause, eligible employees shall be entitled to cash in lieu for unused vacation leave at his or her regular rate of pay at the date of termination.

An employee who terminates employment due to retirement or who has been employed with the City for a minimum of twenty (20) consecutive years of continuous full-time employment may refer to Section 5.030 for additional use of unused vacation leave.

4.140. All-Purpose Leave.

The City provides eligible employees with paid all-purpose leave each year to cover approved absences due to short-term illness or personal business.

(a) **Eligibility.** Full-time and part-time employees are eligible to accrue all-purpose leave in accordance with the accrual rates set forth herein.

(b) **Accrual.** Full-time employees accrue all-purpose leave at the rate of five (5) days per year or 3.33 hours (3 hours 20 minutes) per month. Part-time employees accrue all-purpose leave at the rate of 2½ days per year or 1.66 hours per month. All-purpose leave can accrue to a maximum of three hundred (300) hours. All-purpose leave hours that accrue in excess of the maximum will be cashed-out at the end of each calendar year.

(c) **Utilization of All-Purpose Leave.** Eligible employees may utilize all-purpose leave for reasons of their own choosing. The primary purpose for all-purpose leave, however, is to protect the employee's income during periods of short-term illness or when the employee must be absent from work in order to conduct personal business. Employees are, thus, encouraged to use their all-purpose leave carefully until they have accrued enough hours to provide adequate protection in the event of short-term illness. In the event an employee is absent from work due to illness the employee must first use any and or all accrued all-purpose leave prior to using other forms of leave. All-purpose leave hours used for employee illness will be recorded on the employee's time card or pay record. All-purpose leave hours that are used for reasons other than employee illness are to be recorded separately on the time card or pay record.

(d) Cash-In of Unused Leave.

(1) Year-End: At the end of each calendar year, all-purpose leave in excess of three hundred (300) hours in an employee's account will be automatically cashed out to the employee on the employee's first pay check in January of the following year.

(2) Termination. Upon termination of employment with the City other than for cause, eligible employees shall be entitled to cash in lieu for unused all-purpose leave at his or her regular rate of pay at the date of termination. An employee who terminates employment due to retirement or who has been employed with the City for a minimum of twenty (20) consecutive years of continuous full-time employment may refer to Section 5.030 for additional use of unused all-purpose leave.

(e) Scheduling. Scheduling all-purpose leave is to be done in accordance with the leave procedures set forth in section 4.110.

4.150. Long-Term Sick Leave.

The City provides eligible employees with long-term sick leave each year. Long-term sick leave benefits are designed to provide for the continuation of income during periods of acute or prolonged employee illness. The use of long-term sick leave will be subject to the provisions provided below.

(a) Eligibility. Full-time and part-time employees are eligible to accrue long-term sick leave in accordance with the accrual rates set forth herein.

(b) Accrual. Full-time employees accrue long-term sick leave at the rate of seven (7) days per year or 4.67 hours (4 hours 40 minutes) per month. Part-time employees accrue long-term sick leave at the rate of 3 ½ days per year or 2.34 hours per month.

(c) Definition of Illness. Illness, for the purpose of this policy, will be defined as an employee's temporary inability to perform his or her duties as a result of mental or physical injury, illness or incapacity, and includes disability caused by pregnancy, false pregnancy, childbirth, termination of pregnancy and recovery therefrom.

(d) Utilization of Long-term Sick Leave. The long-term sick leave benefit has been designed to protect the income of eligible City employees who are absent as a result of acute or long-term illness. Except as otherwise provided in Subsection (h), the use of long-term sick leave will be restricted to periods of actual employee illness or physician certified recovery from illness.

(1) First Day Coverage:
Long-term sick leave may be used to cover the first (1st) day of illness under the following circumstances:

(i) In-patient hospitalization,

(ii) Necessary Major Surgery Performed on an Outpatient Basis.

(iii) Chronic Illness of a serious nature which is characterized by periods of remissions and relapse and requires continuous monitoring and intervention.

(iv) Absence Due to Trauma. Injury as the result of an accident which causes major trauma.

(v) Funeral Leave. Leave up to five (5) days for the death of an immediate family member. Immediate family members include: Father, Mother, Sibling, Spouse, Child or anyone for whom you are legal guardian.

(2) Fifth Day Coverage. Employees may be eligible to use long-term sick leave on the fifth and successive day of any bona fide illness not included in paragraph (d)(1) above. Only one waiting period will be required, however, for any single occurrence of illness or injury. (A single occurrence within a thirty (30) day period of time)

(3) Supplemental to Workers' Compensation. Long-term sick leave may be used to make up the difference between Worker's Compensation payments and the employees' base pay equivalent.

(4) Supplement to Part-Time Earnings. Long-term sick leave may be used to make up the difference between an employee's part-time earnings and his or her base pay equivalent when the employee is returning from an approved medical leave and, upon the orders of his or her physician, must phase back into his or her regular work schedule.

(5) Use of Other Paid Leave. If an employee's long-term sick leave account is depleted during a long-term period of illness, the employee may utilize other accrued paid leave (such as vacation or all-purpose leave) to provide for income continuation.

(e) Scheduling. Scheduling long-term leave is to be done in accordance with the leave procedures set forth in section 4.110.

(f) Authorization/Record keeping. The employee's supervisor authorizes the payment of long-term sick leave by recording long-term sick leave hours taken each pay period on the employee's time card.

(g) Cash-In Provision.

(1) Termination. Unused long-term sick leave may be cashed in at the time of employee retirement or upon termination of employment with a

minimum of twenty (20) years of continuous full-time employment with the City. The cash-in rate is one-fourth (1/4) of the long-term sick leave hours times the employee's rate of pay upon retirement or termination. An employee who terminates employment due to retirement or who has been employed with the City for a minimum of twenty (20) consecutive years of continuous full-time employment with the City may refer to Section 5.030 for an additional use of unused long-term sick leave.

(h) Use of Long-Term Sick Leave for Qualifying Family Medical Leave. Employees may utilize up to forty (40) hours of accrued long-term sick leave for non-employee illnesses when such leave qualifies as family medical leave and is taken in accordance with the policies and procedures set forth in Section 4.160. While it is acknowledged that long-term sick leave is generally limited to leave necessitated by the employee's own injury, illness or incapacity as defined herein, this provision permits employees to utilize a portion of their accrued long-term sick leave for non-employee illnesses when such leave qualifies as family medical leave under Section 4.160. No waiting period shall be required for use of long-term sick leave for non-employee illnesses as family medical leave as provided herein. The use of long-term sick leave as provided herein shall be limited to forty (40) hours per rolling 12-month period as defined in Section 4.160(d).

4.160. Family and Medical Leave.

(a) Purpose. It is the purpose of this Section to provide guidelines for employees regarding leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the Act shall control. When referred to herein, the term "Act" shall include all federal rules and regulations promulgated pursuant to authority of the Act, including, but not limited to, provisions set forth in 29 C.F.R. Part 825, as amended. The provisions of this Section are also intended to

comply with the National Defense Authorization Act, enacted January 28, 2008, as Public Law 110-181, and the amendments to the FMLA adopted therein.

(b) **Eligible Employees.** Employees eligible for Family and Medical Leave Act leave (FMLA leave) as provided herein include employees who: (1) have been employed by the City for at least twelve (12) months (which need not be consecutive months); and (2) have been employed by the City for at least one thousand two hundred fifty (1,250) hours of service during the 12-month period immediately preceding the commencement of the leave.

(c) **Qualifying Reasons for Leave.** Eligible employees shall be entitled to FMLA leave for circumstances qualifying for FMLA leave under the Act, which qualifying reasons are summarized as follows:

(1) For the birth of a son or daughter of the employee and to care for the newborn child;

(2) For the placement with the employee of a son or daughter for adoption or foster care;

(3) To care for the employee's spouse, son, daughter, or parent with a serious health condition;

(4) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job;

(5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and

(6) To care for a covered servicemember with a serious injury or illness if the employee is the spouse,

son, daughter, parent, or next of kin of the servicemember.

(d) **Amount of Leave.** Except in the case of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), an eligible employee's FMLA leave entitlement is limited to a total of twelve (12) workweeks of leave during any "12-month period," as defined in Subsection (e), for any one or more qualifying reasons. An eligible employee's FMLA leave entitlement is limited to a total of twenty-six (26) workweeks of leave during a "single 12-month period," as defined in Subsection (e), to care for a covered servicemember with a serious injury or illness. During the "single 12-month period," as defined in Subsection (e), an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason as more particularly provided in the Act.

(e) **Designation of 12-Month Period.** Except in the case of leave to care for a covered servicemember with a serious injury or illness under Subsection (c)(6), for purposes of determining the "12-month period" in which the twelve (12) weeks of leave entitlement occurs, the City uses a rolling 12-month period measured backward from the date an employee uses any FMLA leave. In the case of leave to care for a covered servicemember with a serious injury or illness, for purposes of determining the "single 12-month period" in which the twenty-six (26) weeks of leave entitlement occurs, the City is required to use a 12-month period measured forward from the date an employee's first FMLA leave to care for the covered servicemember begins.

(f) **Employee Notice Requirements.**

(1) **General Notice.** Except as otherwise provided in the Act, an employee giving notice of the need for FMLA leave does not need to expressly assert rights under the Act or even mention the FMLA to meet his or her obligation to provide notice, although the employee does need to state a qualifying reason for the needed leave

and must otherwise satisfy the notice requirements set forth herein.

(2) Customary Leave Procedures. Except as otherwise prohibited by the Act and absent unusual circumstances, employees shall comply with the City's customary notice and procedural requirements for requesting leave as more particularly set forth in Chapter 4 of these Policies and Procedures.

(3) Notice for Foreseeable Leave. An employee must provide the City at least thirty (30) days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If thirty-days (30) notice is not practicable, notice must be given as soon as practicable. Such notice shall comply with the provisions of 29 C.F.R. § 825.302, as amended.

(4) Notice for Unforeseeable Leave. When the approximate timing of the need for FMLA leave is not foreseeable, the employee must provide notice to the City as soon as practicable under the facts and circumstances of the particular case. Such notice shall comply with the provisions of 29 C.F.R. § 825.303, as amended.

(5) Failure to Comply. When an employee fails to give the required notice as provided herein or as required by the Act, FMLA coverage may be delayed in accordance with applicable provisions of the Act.

(g) Employer Notice Requirements.

(1) General Notice. The City is required to post a notice explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act with the Wage and Hour Division. Such notice shall be posted prominently and the text must be

large enough to be easily read. In addition, the City shall provide general notice to each employee by including the notice in any employee handbook or other written guidance to employees concerning employee benefits or leave rights. In compliance with these notice requirements, a copy of the U.S. Department of Labor's Employee Rights and Responsibilities (WH Publication 1420) is attached hereto as Appendix A, and incorporated herein by this reference.

(2) Eligibility Notice. When an employee requests FMLA leave, or when the City acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the City must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, absent extenuating circumstances as provided in the Act. The employee eligibility notice must state whether the employee is eligible for FMLA leave under the terms and provisions of Subsection (b) of this policy and the provisions of 29 C.F.R. § 825.110(a). If the employee is not eligible for FMLA leave, the eligibility notice must state at least one reason why the employee is not eligible, such as the number of hours or months the employee has been employed by the City. Notification of eligibility may be oral or in writing, and, if in writing, may be in the form of the U.S. Department of Labor's Notice of Eligibility and Rights & Responsibilities (Form WH-381). Changes to and subsequent notices of eligibility shall be provided in accordance with the provisions of 29 C.F.R. § 825.300, as amended.

(3) Rights and Responsibilities Notice. The City shall provide written notice detailing the specific expectations and obligations of the employee taking FMLA leave and explaining any consequences of a failure to meet such obligations in accordance with the provisions of the

Act. The rights and responsibilities notice shall be provided to the employee each time the eligibility notice is provided pursuant to Subsection (g)(2). If leave has already begun, the notice should be mailed to the employee's address of record. The rights and responsibilities notice shall include all required information as provided in 29 C.F.R. § 825.300, as amended, and shall be substantially in the form of the U.S. Department of Labor's Notice of Eligibility and Rights & Responsibilities (Form WH-381).

(4) Designation of Leave.

Pursuant to the Act, the City is responsible for designating leave as FMLA-qualifying and for giving notice of the designation to the employee as provided in 29 C.F.R. § 825.300, as amended. Once the City has enough information to determine whether the leave is being taken for a FMLA-qualifying reason (e.g. after receiving a certification), or has acquired knowledge that the leave is being taken for a FMLA-qualifying reason, the City must notify the employee whether the leave will be designated and counted as FMLA leave within five (5) business days, absent extenuating circumstances as provided in the Act. The designation notice must be in writing and shall be substantially in the form of the U.S. Department of Labor's Designation Notice (Form WH-382).

(h) Certification of Health Care Provider. The City may require the employee to provide certification from a health care provider regarding the necessity of the FMLA leave in accordance with and subject to provisions of the Act, including, but not limited to 29 C.F.R. § 825.305, et seq., as amended. Medical certifications shall be substantially in the form of the U.S. Department of Labor's Certification of Health Care Provider for Employee's Serious Health Condition (Form WH-380E) or the Certification of Health Care Provider for Family Member's Serious Health Condition (Form WH-380F), as applicable. Certifications for a

qualifying exigency shall be substantially in the form of the U.S. Department of Labor's Certification of Qualifying Exigency for Military Family Leave (Form WH-384). Certifications for FMLA leave taken to care for a covered servicemember with a serious injury or illness shall be substantially in the form of the U.S. Department of Labor's Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave (Form WH-385). Pursuant to the Act, if the City has reason to doubt the validity of the certification provided, the City may require, at the City's expense, a second and/or third opinion from a designated health care provider.

(i) Reporting. The City may require the employee on FMLA leave to report periodically to the City on the employee's status and intent to return to work in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.311, as amended.

(j) Fitness for Duty. As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, it is the City's uniformly-applied policy to require all employees who take leave under such conditions to obtain and present certification from the employee's health care provider that the employee is able to resume work. The City may seek a fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. In order to require the fitness-for-duty certification, the City shall provide the employee with a list of the essential functions of the employee's job with the designation notice provided in Subsection (g)(4). No second or third opinions on a fitness-for-duty certification may be required. All fitness-for-duty certifications shall be in accordance with and subject to applicable provisions of the Act,

including, but not limited to, 29 C.F.R. § 825.312, et seq., as amended.

(k) Intermittent or Reduced Schedule Leave. Intermittent leave or reduced schedule leave may be taken under certain circumstances in accordance with and subject to provisions of the Act, including, but not limited to, 29 C.F.R. § 825.202, et seq., as amended. Any intermittent leave requested or granted shall be subject to conditions set forth in the Act, including, but not limited to, alternative position transfer, reasonable notice, scheduling and certification.

(l) Leave Protection.

(1) Compensation.

Employees shall be required to use accrued paid vacation and all-purpose leave hours for FMLA leave provided herein and paid sick leave hours to the extent such FMLA leave qualifies as sick leave under provisions of this Chapter. Any leave not covered by previously accrued paid vacation, all-purpose and sick leave shall be permitted as unpaid leave in accordance with the provisions set forth herein. To the extent permitted by law, it is the intent of the City that all paid leave substituted for unpaid FMLA leave run concurrently with and be counted as FMLA leave.

(2) Position. Except as otherwise provided in the Act, employees who take FMLA leave shall be entitled, on return from such leave, to be returned to the same position the employee held when the FMLA leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. The employee may be denied restoration of his or her position only under circumstances and conditions set forth in the Act.

(3) Benefits. The taking of family or medical leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced, other than the required use of vacation, all-purpose and sick leave. An employee's entitlement to benefits other than group health benefits during a period of FMLA leave shall be determined in accordance with the City's policy for providing such benefits for the type of leave taken; i.e. paid or unpaid, as applicable. The City's right to recover costs incurred by the City for non-health plan benefits during FMLA leave shall be determined by applicable provisions of the Act.

(4) Insurance. The City shall maintain coverage for the employee under any "group health plan" for the duration of any FMLA leave at the level and under the conditions of coverage the employee would have been provided had the employee been continuously employed during the FMLA leave period as required by the Act and applicable provisions of COBRA. The employee shall be responsible for any premiums which had been paid by the employee prior to FMLA leave. If FMLA leave is substituted for paid leave, the employee's share of the premiums must be paid by the method normally used during any paid leave, such as payroll deduction. If the FMLA leave is unpaid, applicable policies for payment by employees on leave without pay will be followed. The City may recover its share of health plan premiums during a period of unpaid FMLA leave from an employee if the employee fails to return to work after the employee's FMLA leave entitlement has been exhausted or expired, unless the reason the employee does not return is due to exemptions set forth in 29 C.F.R. § 825.213, as amended.

(m) Records. The City shall make, keep and preserve records pertaining to FMLA leave in accordance with the Act. Access and

maintenance of such records shall be subject to the requirements of the Utah Government Records Access and Management Act, as set forth in Utah Code Ann. §§ 63G-2-101, et seq., as adopted and amended by the City. Documents relating to medical certifications, recertification, fitness for duty or medical histories of employees or employees' family members shall be treated as confidential medical records.

4.170. Military Leave.

Employees who enter active service in any branch of the armed forces of the State of Utah or of the United States shall be granted a leave of absence from employment with the City during his or her military service to the extent required by State and Federal law, including provisions regarding "Governmental Employees in Military Service," as set forth at Utah Code Ann. ' 39-3-1, et seq., as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as set forth in 38 U.S.C. §§ 4301, et seq., as amended. Military personnel may also be eligible for family leave in accordance with the provisions of the National Defense Authorization Act, Public Law 110-181, and the Family Medical Leave Act of 1993, as amended. Such leave is more particularly described in Section 4.160 of these Policies and Procedures regarding Family and Medical Leave.

4.180. Jury Duty Leave.

The City recognizes the duty of its employees as citizens to serve on juries or as court witnesses. Employees who are required to miss work as a result of being summoned to serve on a jury, or have been subpoenaed to appear as a witness, may be eligible for paid leave during such jury duty and witness periods, less compensation received by the employee for such services. This Section does not apply when an employee appears in court on his or her own behalf, such as a traffic offense or as a party to a lawsuit. Employees appearing in court on behalf of the City in their official capacity shall be paid their regular rate of pay as hours worked in accordance with applicable provisions of the Fair Labor Standards Act.

4.190. Injury Leave.

Employees injured during performance of their job duties are covered by Workers' Compensation Insurance as provided by State law and shall be compensated for such leave in accordance therewith.

CHAPTER 5: BENEFITS

- 5.010. Disclaimer.**
- 5.020. Retirement Program.**
- 5.030. Retirement Health Insurance Benefit.**
- 5.040. Medical and Life Insurance.**
- 5.050. Workers Compensation.**
- 5.060. Long-Term Disability.**

5.010. Disclaimer.

The following provisions briefly describe the City's employee benefits. The City reserves the right to modify or eliminate any employee benefits at any time and for any reason, as permitted by law. For more complete information regarding any of these benefit programs, employees may contact the City Manager or the Assistant City Manager.

5.020. Retirement Program.

The City is a member of the Utah State Retirement System. Participation and administration of the system shall be conducted in accordance with State statutes and regulations regarding the same. No employee shall be exempt from such system unless permitted by law and approved by the City Council. The City Council may also approve and fund a supplementary retirement plan. Part-time employees as defined in Section 2.020 are eligible for participation in the City's retirement plan as provided herein.

5.030. Retirement Health Insurance Benefit.

An employee who retires or terminates employment other than for cause with a minimum of twenty (20) consecutive years of continuous full-time employment with the City may apply the converted cash value of any unused vacation, all-purpose and long-term sick leave towards continued health insurance coverage at the applicable rate for up to five (5) years or until employee reaches Medicare-eligible age, whichever occurs first. The employee may, at any time, choose to terminate the insurance coverage and cash out any remaining funds in the account. The City also retains the right, when deemed in its best interest, to terminate post employment insurance coverage at any time and shall give the employee reasonable notice of such a

decision. Such discontinuance of insurance coverage is subject to federal or state laws governing the continuation of health insurance coverage. For the purpose of this section, retirement shall mean that the employee is qualified to receive retirement benefits under the Utah State Retirement System or other applicable retirement plan.

5.040. Medical and Life Insurance.

The City participates in a group medical and life insurance program for its eligible employees.

5.050. Workers Compensation.

The City participates and contributes in a qualified workers' compensation fund. Employees injured in the course of employment may be eligible for workers' compensation benefits in accordance with the provisions of Title 34A of the *Utah Code Annotated*, as amended, regarding Workers' Compensation.

5.060. Long-Term Disability.

The City participates in a long term disability program in accordance with *Utah Code Ann.* § 49-9-101, *et seq.*, as amended.

5.070. Employee Wellness Incentive.

Full-time employees may receive up to \$200 as a wellness incentive bonus annually by meeting the following conditions:

- (1) Provide evidence of a health screening or medical exam that occurred within the prior twelve (12) months; and
- (2) Provide evidence of current paid membership at a fitness center.

To receive this reimbursement, an employee must apply in accordance with procedures approved by the City Manager. The annual reimbursement shall not exceed the amount paid by the employee in the immediately preceding twelve (12) months for fitness center membership.

CHAPTER 6: WORKING CONDITIONS

6.010. Work Hours.

6.020. Holiday Schedule.

6.030. Americans with Disabilities Policy.

6.040. Sexual Harassment Policy.

6.010. Work Hours.

(a) Employee Work Hours.

Employees are required to report promptly and remain at work at his or her scheduled time, excluding authorized break and meal periods. Late arrivals, early departures and other unapproved personal absences are not acceptable and shall be subject to disciplinary action. When it is not possible to report to work on time, the employee shall notify his or her supervisor as soon as possible before the shift begins in accordance with the Leave Procedures set forth in Chapter 4. An employee who is absent from work without notice or authorization shall be subject to disciplinary action up to and including termination and shall not be entitled to compensation for such unexcused absences. An employee who is absent from work without notice or authorization for three (3) or more consecutive days shall be considered terminated, subject to termination procedures set forth herein.

(b) Time Records. City employees are required to accurately record their hours worked on forms provided by the City. Department Heads and supervisors shall not alter any employee reported time records except as necessary to correct errors.

6.020. Holiday Schedule.

The following days are defined as legal holidays upon which all offices of the City shall be closed, except those offices required by law or necessity to remain open. In the event the holiday falls on a Sunday, the following Monday shall be the holiday, and in the event the holiday falls on a Saturday, the preceding Friday shall be the holiday.

(a) New Year's Day - January 1st;

(b) Human Right's Day - third Monday in January;

(c) President's Day - third Monday in February;

(d) Memorial Day - last Monday in May;

(e) Independence Day - July 4th;

(f) Pioneer Day - July 24th;

(g) Labor Day - first Monday in September;

(h) Columbus Day - second Monday in October;

(i) Veteran's Day - November 11th;

(j) Thanksgiving - fourth Thursday in November;

(k) Day after Thanksgiving

(l) Christmas Day - December 25th;

6.030. Americans with Disabilities Policy.

(a) Policy. It is the policy of the City to fully comply with the provisions and protections of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq., as amended, including, but not limited to, the Americans with Disabilities Act Amendments of 2008 (ADAAA), Public Law 110-325, prohibiting employment discrimination against qualified individuals with disabilities. Pursuant to the ADA and the ADAAA, which shall hereinafter be referred to collectively as the ADA, the City shall not discriminate against a qualified individual with a disability in job application procedures, hiring, firing, advancement, compensation, job training, leave, benefits, and any other term, condition and privilege of employment with the City. It is further the intent and policy of the City to fully comply with the provisions and interpretations of the EEOC regulations and guidelines issued pursuant to authority of the

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 13.

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

Initiated By:

Scheduled Time: 10:00

SUBJECT

RECOMMENDATION

Staff are not aware of a need for a closed meeting, but the agenda allows for that possibility.

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 14.

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

Initiated By:

Scheduled Time: 10:00

SUBJECT

RECOMMENDATION

Mayor Cutler may recommend appointments to City boards/committees.

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

Item No. 15.

Short Title: ADJOURN TO RDA MEETING

Initiated By:

Scheduled Time: 10:00

SUBJECT

RECOMMENDATION

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
3/15/2016**

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 February 2016
- ☐ UTA services - DNews
- ☐ UTA Services - Tribune

tsITER ,

Steve Thacker
City Manager

MUI1C11.,

655 North 1250 West, Centerville, Utah 84014

Monthly Building Report for February 2016

Construction Type	# of Permits		YTD Structures		Average Home Cost		Construction Valuation	
	Month	YTD	# Units	# Bldgs	Month	YTD	Month	YTD
Single Dwellings	8	9	9	9	266,937.50	260,021.00	2,135,500.00	2,340,191.00
Duplexes/Town Homes	5	5	5	1			1,026,104.00	1,026,104.00
Apartments	0	0	0	0			-	-
Addition/Alteration/Repair	2	5					50,000.00	243,407.00
Power/Mech	7	12					4,253.00	4,253.00
Signage	3	3					32,000.00	32,000.00
Commercial/Tenant Finish	1	2					20,000.00	60,168.00
Detached Structure/Gar	1						15,464.00	15,464.00
Demolition	0	0					-	-
Pool	0	0					-	-
Miscellaneous	2	11					28,000.00	116,585.00
Total Permits Issued:	29	48			Total Permitted Valuation:		3,311,321.00	3,838,172.00

Building Permit Related Revenues	Monthly		YTD Comparison	
	February 2016	YTD 2016	February 2015	YTD 2015
BUILDING	30,3.		320.12	13,280.81
PLAN CHECK	7,128.4E	3 :45.56	442.45	4,192.05
ELECTRICAL	330.03	028.00	330.0:	100
PLUMBING				
MECHANICAL	32.00	154.00	398 On	330.00
STATE SURCHARGE	290.93	33d. Ot		
WATER DEV.				
WATER CONNECTION				
WATER METER	2			
STORM DRAIN ,				
FIRE IMPACT	5,652.00			
PARK IMPACT	24..684.01			4,114.0:
DRIVE APPROACH	455.00			70.0.3
BOND			2,000.00	6,000o_
SPECIAL IMP DIET				
ENGINEERING				
TV INSPECT L.R.A.,				
LANDSCAPING BCI. :-				
Total Permits Related Revenue:	\$97,542.59	\$110,253.39	\$5,318.76	\$44,284.71



TABLETS and CDW
Microsoft® Surface Book powered
by Intel® Core™ i5 processors
\$1,499⁰⁰



Report this ad

Advertise with us

UTA proposing improvements in Davis, Weber, Deseret News

By Jasen Lee, Deseret News

Published: Wednesday, March 9 2016 3:15 p.m. MST
Updated: 16 hours ago

Print Font [+][-]

Search

NATIONAL
EDITION

How to bridge the gap between faith and finance



Baby boomers are about to give \$8 trillion to charity, but they won't just write a check



FILE: The Utah Transit Authority announced Wednesday the agency is planning various upgrades, including new bus routes, expanded service and improved amenities at bus stops in Davis, Tooele and Weber counties.

Deseret News

Enlarge photo »

Summary

The Utah Transit Authority announced Wednesday the agency is planning various upgrades, including new bus routes, expanded service and improved amenities at bus stops in Davis, Tooele and Weber counties.

SALT LAKE CITY — Public transit riders in three northern Utah counties should expect some welcome service improvements in the coming months, thanks to a voter-approved tax increase.

The Utah Transit Authority announced Wednesday that the agency is planning various upgrades, including new bus routes, expanded service, along with improved amenities at bus stops. The improvements will occur primarily in Davis and Weber counties as well as Tooele County — where voters approved Proposition 1, the tax hike that would increase the county sales tax by one penny for every \$4 spent to fund roads, transit, trails and sidewalks.

Of the new tax money, 40 percent will go to the Utah Transit Authority in counties that approved the increase and are served by the public transportation agency. The remaining 40 percent will go to city budgets for local projects and 20 percent will go to county budgets for regional projects.

In counties without a transit district, 40 percent will go to cities and 60 percent will go to counties. The measure was on the ballot in 17 Utah counties, passing in 10 of those counties.

This year, UTA forecasts expenditures of approximately \$4.8 million in Davis and Weber counties based on

Sign up for news updates

Email Address



UTAH ONLINE SCHOOL K-12

**CUSTOMIZE
YOUR EDUCATION**

LEARN MORE

Advertise with us

Report this ad

In Utah Across Site

Worker dies after dump truck drops 300 feet...

Chaffetz wants to take guns away from 'Rambo'...

West Jordan mom charged with abandoning...

Gov. Herbert cautions there may not be a...

Historic step toward solving Utah's homeless...

It's a boy! And a boy! And a girl! (+videos)

Bill to remove SAGE from evaluations would...

Raccoon causes power outage at Salt Lake...

projected sales tax collection beginning in April, said Eddy Cumins, regional general manager of the Mount Ogden business unit. That amount should increase significantly next year, he added, to about \$8.1 million when the agency is able to collect sales tax for an entire year.

The agency said the service improvements should result in an overall 38 percent increase in bus services, including an 18 percent jump in weekend bus services.

"We're going to focus primarily on increased span of service," he said. "(Riders) have said they want to see improved frequency, more weekend service, additional coverage to certain markets, improved connectivity, faster more direct service and they want us to implement demand/response-type programs."

He said the agency is putting together preliminary plans to address the needs of the riders in the northern Utah counties that approved the proposition. The proposed new bus routes would be in Davis County, he said, while Weber County would probably see some routes realigned to serve more passengers on already existing routes.

"What we're focusing on in Weber County is weekend service and span of service — earlier in the morning and later in the evening," Cumins said. He added most upgrades will likely take a few months to initiate.

"It's really about improving the system that we have," he said.

He noted that the agency will conduct several public meetings in the coming weeks to get input on what changes riders find most useful. In addition, the agency plans to meet with local civic leaders to get their thoughts on the perceived needs of the various communities.

"We're going to listen to all that feedback and we're going to make the necessary adjustments ... looking to push the new service out in August," Cumins said.

Besides Davis and Weber counties, Tooele County will also receive some service enhancements, said UTA service planning manager Christopher Chesnut.

"We're looking at improving local service right now," he said, adding that UTA registers about 200,000 boardings per year in Tooele County.

Chesnut also said that over the next couple of years, the agency plans to consider improving midday service to Salt Lake City.

"One of the big things we heard from people in Tooele is that they want to connect to Salt Lake during the middle of the day," he said.

The estimated annual budget for improvements in Tooele is about \$550,000, he added.

E-mail: jlee@deseretnews.com

Twitter: [JasenLee1](#)

Get The Deseret News Everywhere



In Utah Across Site

- Chaffetz wants to take guns away from... 75
- Gov. Herbert cautions there may not be... 47
- Controversy fires up over Utah push for... 34
- Utahns rally in support of Arizona... 29
- Native Americans protest at Capitol... 23
- Utah Senate passes bill to require... 18
- Bill to remove SAGE from evaluations... 17
- BYU now owns its largest symbol: Y... 12

We need a...

HERO

We're looking for incredible operators to dispatch emergency help to those in need.

- take only incoming calls
- flexible schedule
- close to WSU
- great part-time hours for moms & students
- \$500/semester tuition reimbursement (6 months)
- fun company parties & loyalty awards

[Apply Now](#)

Advertise with us Report this ad

Recommended Stories



Spring break

Here's your go-to list of museums, libraries, indoor pools and all their activities to keep your kids happy



Homeless shelter Midvale

The House Revenue and Taxation Committee approved Tuesday a bill for a Midvale shelter to open year-round.



VA Drug theft

Authorities are investigating a large-scale drug theft at the Salt Lake City Veterans Affairs Hospital.

Comments

DeseretNews.com encourages a civil dialogue among its readers. We welcome your thoughtful comments.

— About comments

About the Author



Jasen Lee

Jasen Lee is a journalist for Deseret News/KSL reporting primarily on business, technology and utilities. Having started in radio, he has reported at KCPW and Metro Networks in Utah as well as WTMLJ in Milwaukee and WMAY in more ..

Connect:

LinkedIn CEO Give
Millions to Employees
After Stock Collapse

**SPONSORED
CONTENT**

Advertise with us

 Report this ad

Home Utah U.S. & World Sports Moneywise Opinion Faith Family Obituaries  Sign up for morning or afternoon updates

Home »

Blogs
Topics
Lists
Movies
Columnists

Utah »

Politics
Business
Education
Salt Lake County
Utah County
Davis County
Police/Courts
Legislature
Weather
Immigration
Utah Wire

Sports »

Utah Jazz
Sports Picks
BYU Cougars
Utah Utes
Utah State Aggies
Real Salt Lake
Salt Lake Bees
High school sports
Rock
Harmon
Scores and Stats
On TV
NFL
MLB
Weber State Wildcats
Grizzlies
Utah Valley Wolverines
Southern Utah University
Sports Wire

Opinion »

Editorials
Op-Eds
Letters
Political Cartoons
Faith »
Featured Faiths
Mormon Times
LDS Church News
Mission Reunions
Faith Wire

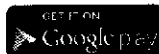
Family »

Marriage & Parenting
Family Media
Movie Guide
Calendar
TV Listings
Family Life Wire

Special Sections »

Education Week
LDS General Conference
Mormons in America
Olympics
Outdoor Retailer
Rugby
Sports Picks
Sundance Film Festival
Utah Blaze
Utah Grizzlies

Download our Mobile Apps



Subscription About us Contact us Feedback Jobs RSS E-Edition Register for E-Edition Terms & Privacy Legal notices Advertise with us



Keep your organization
efficient and secure. Protect
your data with a security

DATA ABOVE



Report this ad

Advertise with us

The Salt Lake Tribune

UTA details allocation plan for Prop 1 funds in Davis, Weber counties

BY LEE DAVIDSON

THE SALT LAKE TRIBUNE

PUBLISHED: MARCH 9, 2016 07:56PM

UPDATED: MARCH 9, 2016 07:46PM

The Utah Transit Authority announced Wednesday how it plans to spend some extra sales-tax money that residents in Weber and Davis counties approved last year through Proposition 1.

The agency said the three-year plan announced on its website includes a 38 percent increase in bus service.

Improvements in Davis and Weber counties include:

- 72,620 additional bus service hours annually.
- Two new bus routes.
- Six routes with longer spans of service, bringing 13,760 hours annually of either earlier or later service.
- Two routes with added peak-hour service.
- An 18 percent increase in weekend service including four routes with new Saturday service, four routes with improved Saturday frequency and three routes with improved Sunday frequency.

More details are available online at rideuta.com.



| Courtesy UTA A House committee on Wednesday approved and sent to the House floor a proposal to allow local officials to ask voters for a sales-tax hike for transit. The increased revenue would be targeted for expanded bus service.

The agency said other enhanced service investments include 18 new buses including five ski buses, four trolleys and nine regular buses.

Additionally, \$3 million in shelters, sidewalks and trails will be added to serve riders between now and 2018. Bike amenities also will be improved at certain bus stops.

UTA plans several open houses to discuss the plans in coming weeks. Those meeting include:

- North Salt Lake City Hall, March 24, 4:30 p.m.-6:30 p.m.
- Ogden Transit Center, March 31, 4:30 p.m.-6:30 p.m.
- North Temple Station, April 7, 4:30 p.m.-6:30 p.m.
- Clearfield Station, April 19, 3:30 p.m.-5:30 p.m.
- Layton Library, April 21, 4:30 p.m.-6:30 p.m.

© Copyright 2016 The Salt Lake Tribune. All rights reserved. This material may not be published, broadcast, rewritten or redistributed.

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY WILL HOLD A PUBLIC MEETING AT 10:00 P.M. ON TUESDAY, MARCH 15, 2016 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL CHAMBERS, 250 NORTH MAIN, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Meetings of the Centerville Redevelopment Agency Board 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. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Blaine Lutz, Centerville Finance Director, at 295-3477, giving at least 24 hours notice prior to the meeting.

Tentative
Time:

10:00 A. NEW BUSINESS

1. MINUTES REVIEW AND ACCEPTANCE

February 16, 2016 RDA meeting minutes

2. Review summary of tax increment revenues, expenditures and obligations

3. MGB+A Agreement funding

B. ADJOURNMENT

Steve H. Thacker
Executive Director