



CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:00 PM ON AUGUST 1, 2023 AT CENTERVILLE CITY HALL, 250 NORTH MAIN STREET, CENTERVILLE, UTAH.

Centerville City Council meetings are open to the public, unless otherwise closed for reasons allowed by law. Centerville City Council meetings may be conducted via electronic means pursuant to Utah Code § 52-4-207. In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability may contact the City Recorder at (801) 295-3477, at least 24 hours in advance of the meeting. The Mayor and Council reserve the right to modify the sequence of agenda items in order to facilitate special needs or provide greater efficiency.

The full agenda packet and backup materials can be found on the Centerville City website at:

<https://centervilleutah.gov/129/Agendas-Minutes>

A. ZOOM INFO

1. Join Zoom Meeting

<https://us06web.zoom.us/j/82927856520?pwd=OEZWTVdIVE05UkEvd3doRU90YnNvZz09>

Meeting ID: 829 2785 6520

Passcode: 387386

B. CALL TO ORDER

1. **ROLL CALL**
2. **LEGISLATIVE PRAYER OR THOUGHT**
Councilmember Bill Ince
3. **PLEDGE OF ALLEGIANCE**

C. OPEN SESSION

The open session allows members of the public to comment or address the City Council on matters not listed on the agenda. Open session comments should be limited to three minutes per person. Please state your name and city of residence for the record.

D. PRESENTATIONS

Presentations or commendations may be presented as appropriate.

E. BUSINESS ITEMS

Business action or discussion items to be considered.

1. Infrastructure Development Agreement (Prior to Recording Final Subdivision Plat) - 1250 West 200 South - Stokes Stevenson, Applicant
Consider Infrastructure Development Agreement (Prior to Recording Final Subdivision Plat) between Centerville City and Stokes Stevenson Centerville Flex LLC for the Centerville Flex Project
2. Interlocal Agreement for School Resources Officers - Davis School District
Consider Interlocal Agreement for School Resources Officers with Davis School District - Resolution No. 2023-22

F. SUMMARY ACTION

Items of a summary or routine nature may be approved by summary action of the Council unless otherwise pulled from summary action for separate discussion.

1. Public Works Vehicle Purchase

Consider the purchase of the F-550 dump body and plow equipment from Reading Truck for **\$38,144.25**

G. MINUTES

Minutes of prior meetings may be reviewed and accepted. Minutes review and approval shall comply with the Centerville City Minutes Approval Policy.

1. Minutes Review and Approval

July 18, 2023 Work Session Minutes

July 18, 2023 City Council Minutes

H. COUNCIL REPORT

City Council members may report on meetings or events attended in their official capacity.

1. Councilmember Spencer Summerhays

Councilmember Spencer Summerhays will report on committee assignments, including South Davis Recreation District and Trails Committee

I. MAYOR REPORT

The Mayor may report on meetings or events attended in the Mayor's official capacity.

J. CITY MANAGER REPORT

The City Manager may provide information or notice of current events or incidents impacting the City.

K. CLOSED SESSION

The City Council may vote to discuss matters in a closed session for reasons allowed by law, including, but not limited to, the provisions of Utah Code § 52-4-205 of the Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137.

1. Discuss the purchase, exchange, or lease of real property

L. ADJOURNMENT

CERTIFICATE OF POSTING

I hereby certify that this notice and agenda was posted at Centerville City Hall, published on the Utah Public Notice Website, and provided to a newspaper or media correspondent in accordance with the requirements of the Utah Open and Public Meetings Act, including, but not limited to, provisions of Utah Code § 52-4-202.

Jennifer Robison
Centerville City Recorder

CENTERVILLE
city
CITY COUNCIL

Staff Report

8/1/2023

Item No. 1.

Title: Infrastructure Development Agreement (Prior to Recording Final Subdivision Plat) - 1250 West 200 South - Stokes Stevenson, Applicant

Initiated By: Sam Nelson, Stokes Stevenson

Staff Representative: Lisa Romney, City Attorney

SUBJECT:

Consider Infrastructure Development Agreement (Prior to Recording Final Subdivision Plat) between Centerville City and Stokes Stevenson Centerville Flex LLC for the Centerville Flex Project

RECOMMENDATION:

Approve Infrastructure Development Agreement (Prior to Recording Final Subdivision Plat) between Centerville City and Stokes Stevenson Centerville Flex LLC for the Centerville Flex Project.

BACKGROUND:

If the City Council has approved the final subdivision plat for the Centerville Flex Project, the Developer desires to start installing infrastructure and utilities for the subdivision prior to recording the final plat in accordance with UCA 10-9a-604.5. The City is willing to allow Developer to commence construction of infrastructure and utilities for the subdivision prior to recording the final plat subject to entering into an Infrastructure Development Agreement (Prior to Recording the Final Subdivision Plat) with the City regarding the terms and conditions of such construction. As provided in the Infrastructure Development Agreement, the Developer is required to bond for any and all improvements within the public rights-of-way, but will not be required to bond for all of the infrastructure and utilities within the subdivision until the final plat is recorded. Staff recommends approval of the Infrastructure Improvement Agreement between the City and Stokes Stevenson Centerville Flex LLC, as attached hereto.

ATTACHMENTS:

1. Infrastructure Development Agreement - Stokes Stevenson - Centerville Flex Project
2. Infrastructure Development Agreement - Exhibit A - Property Legal Description
3. Infrastructure Development Agreement - Exhibit B - Centerville Flex Condominium Plat
4. Infrastructure Development Agreement - Exhibit C - Bond Estimate

When recorded, return to:

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

Effects Parcels: 06-012-0112, 06-012-0168, 06-008-0035

**INFRASTRUCTURE DEVELOPMENT AGREEMENT
(PRIOR TO RECORDING FINAL SUBDIVISION PLAT)
BETWEEN CENTERVILLE CITY AND STOKES STEVENSON
CENTERVILLE FLEX LLC**

THIS INFRASTRUCTURE DEVELOPMENT AGREEMENT (“Agreement”) is made and entered into as of the _____ day of August, 2023, by and between **CENTERVILLE CITY**, a Utah municipal corporation (“City”) and **STOKES STEVENSON CENTERVILLE FLEX LLC**, a Utah limited liability company (“Developer”).

RECITALS:

A. Developer owns approximately 16.90 acres of real property located at approximately 1250 West 200 South in Centerville City, Davis County, State of Utah, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Property”); and

B. Developer has received conditional final plat approval for subdivision of the Property as more particularly shown in the approved, but not yet recorded, Centerville Flex Condominium, as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference (“Final Plat” or “Subdivision”); and

C. Centerville City Ordinances currently require subdivision developers to record the final subdivision plat and post a bond with required security for the estimated cost of all public improvements and other required utilities and infrastructure improvements within the subdivision prior to any construction or development of the subject property; and

D. Pursuant to Utah Code § 10-9a-604.5, developers may begin construction of required utilities and infrastructure within the proposed subdivision prior to recording the final subdivision plat; and

E. In accordance with the provisions of Utah Code § 10-9a-604.5, Developer desires to commence construction of the required utilities and infrastructure for the Subdivision prior to recording of the Final Plat; and

F. The City is willing to allow Developer to commence construction of the required utilities and infrastructure for the Subdivision prior to recording the Final Plat, subject to the terms and conditions of this Agreement and compliance with all applicable City Ordinances; and

G. The purpose of this Agreement is to contractually reduce to writing the respective agreements and understandings of the parties regarding the installation of the required utilities and infrastructure improvements for the Subdivision prior to recording the Final Plat.

AGREEMENT:

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

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Agreement.

2. **Subdivision Approval.** All development within the Subdivision and use of the Property shall be subject to and comply with the terms and conditions of the Final Plat approval and applicable provisions of the Centerville City Subdivision Ordinance and other applicable ordinances and construction standards. Nothing herein shall impact or affect the City's administrative decision-making authority with respect to approval of the Final Plat. The purpose of this Agreement is merely to address and allow installation of utilities and infrastructure prior to recording the Final Plat in accordance with Utah Code § 10-9a-604.5.

3. **Authority to Commence Installation of Infrastructure and Utilities.** Subject to and conditioned upon the terms and conditions of this Agreement and compliance with applicable City Ordinances and permit requirements, Developer is authorized to install certain infrastructure and utilities for the Centerville Flex Condominium. Such infrastructure and utilities include those improvements more particularly set forth in the Engineer's Estimate ("Engineer's Estimate"), as attached hereto and incorporated herein by reference as **Exhibit C**, including, but not limited to, street construction, irrigation, sewer, and street lights ("Infrastructure and Utilities").

4. **Assumption of Risk.** Developer acknowledges that City Ordinances currently require final subdivision plats to be recorded prior to installation of infrastructure and utilities and a bond to be posted or provided to the City for the estimated cost of all such improvements. Developer acknowledges that it is requesting the City to allow Developer to proceed with the installation of Infrastructure and Utilities prior to recording the Final Plat pursuant to authority under Utah Code § 10-9a-604.5, and Developer acknowledges it is proceeding at its own risk. Developer further

understand that before the Final Plat can be recorded, Developer shall be required to comply with all conditions precedent as provided herein and as otherwise required by subdivision approval and City Ordinances. Developer further acknowledges that the Engineer's Estimate for Infrastructure and Utilities as set forth herein are merely estimates and that Developer is required to install and pay for the actual cost of such improvements, whether such costs exceed the Engineer's Estimate or not.

5. **Infrastructure and Utilities within Public Rights-of-Way.** The installation of any Infrastructure and Utilities within the existing public rights-of-way or affecting City infrastructure shall comply with all approved Construction Drawings, City Ordinances, and Standard Specifications and Drawings regarding construction within the public right-of-way. Developer shall be required to obtain an Excavation Permit for construction within or the installation of any Infrastructure and Utilities in existing public rights-of-way. Developer shall be required to enter into the City's standard Improvements Agreement and to post an acceptable bond for the estimated amount of any and all Infrastructure and Utilities within the public rights-of-way or affecting City infrastructure, plus contingency and fees, as more particularly described in the Engineer's Estimate set forth in **Exhibit C**. As set forth in the Engineer's Estimate, Developer shall be required to post an acceptable bond relating to Utilities and Infrastructure within the public rights-of-way or affecting City infrastructure and pay applicable fees. A fully signed and executed Improvements Agreement and acceptable bond shall be provided to the City prior to issuance of an Excavation Permit for any work within the existing public rights-of-way.

6. **Infrastructure and Utilities within Subdivision.** The installation of any Infrastructure and Utilities within the Subdivision shall comply with all City Ordinances, Standard Specifications and Drawings, and permitting requirements regarding construction of public improvements and subdivision infrastructure. Installation of such improvements shall comply with approved Construction Drawings for the project. Except as otherwise provided herein or in the Engineer's Estimate, such as for the culinary water line improvements, the Developer shall not be required to bond for or enter into an Improvements Agreement for Infrastructure and Utilities located solely within the Subdivision prior to recording the plat.

7. **Culinary Water Improvements.** The City installs its own culinary water line improvements for all subdivisions or developments. The City shall, prior to installation of its culinary water line improvements, provide Developer with an estimated schedule in order for Developer to efficiently track its development progress on the Property. In accordance with applicable City Ordinances, Developer shall be required to pay to the City the estimated cost of construction of the culinary water line improvements as more particularly described in the Engineer's Estimate set forth in **Exhibit C**. The estimated culinary water line costs shall be paid to the City prior to commencement of construction of Infrastructure and Utilities within the Subdivision or issuance of an Excavation Permit for installation of Infrastructure and Utilities in the public rights-of-way, whichever is sooner. The estimated cost of the culinary water line improvements is merely an estimate and Developer shall be required to pay for the actual cost of construction which shall be determined by the City after completion of the

improvements. The City shall send Developer an invoice for any additional costs and/or return to Developer any excess funds from the estimated amount.

8. **Culinary Waterline Easements.** Developer shall grant to the City a temporary construction easement on a mutually acceptable form in accordance with Section 13 for purposes of construction of the culinary waterline improvements within the Project. Developer shall provide the City with permanent easements, including legal descriptions to be prepared by Developer, for the installed culinary water line improvements within the Subdivision. Such permanent easements shall be provided to the City prior to or concurrent with the recording of the Final Plat.

9. **Inspection and Development Fees.** Developer shall be required to pay all required inspection, development, and impact fees as more particularly described in the Engineer's Estimate, set forth in **Exhibit C**. The inspection and impact fees shall be paid prior to commencement of installation of Infrastructure and Utilities within the Subdivision or issuance of an Excavation Permit for installation of Infrastructure and Utilities in the public rights-of-way, whichever is sooner. Additional inspection, development and/or impact fees shall be due at the time of issuance of a building permit for construction of buildings within the Subdivision, in accordance with applicable City Ordinances.

10. **Utility Disconnect and Site Unwinding Deposit.** Developer agrees to provide a \$25,000 bond acceptable to the City for the purpose of securing site reclamation, erosion control, utility disconnect, and other necessary issues ("Site Unwinding Deposit"), should Developer fail to record the Final Plat within the time frame set forth in Section 18 and/or fail to complete all Infrastructure and Utilities in accordance with City Ordinance requirements and deadlines. The Site Unwinding Deposit shall be provided to the City prior to commencement of construction of Infrastructure and Utilities within the Subdivision or issuance of an Excavation Permit for installation of Infrastructure and Utilities in the public rights-of-way, whichever is sooner. If Developer fails to record the Final Plat within the time frames set forth in Section 18, the City shall issue a stop work order prohibiting further installation of the Infrastructure and Utilities and/or development within the Subdivision. In addition to the stop work order and any other remedy allowed by law or City Ordinance, the Site Unwinding Deposit, or any portion thereof, may be used by the City to restore the Property and/or to remedy any breach of this Agreement or Ordinance violation. The Site Unwinding Deposit is included as part of the Engineer's Estimate set forth in **Exhibit C**.

11. **Construction Drawings.** Developer shall submit final project plans, profiles, design, specifications and construction drawings ("Construction Drawings") for all Infrastructure and Utilities for review and approval by the City Engineer. Construction Drawings must be approved by the City Engineer prior to commencement of any development activity on the Property and prior to issuance of any permits for development. All Infrastructure and Utilities shall be constructed and installed in accordance with approved Construction Drawings and applicable City Ordinances and specifications as determined necessary by the City Engineer. Any installation or

construction of Infrastructure and Utilities that materially deviates from the approved Construction Drawings shall be deemed a breach of this Agreement in addition to any applicable Ordinance violation or bond security. Construction Drawings shall also be approved by applicable utility providers as more particularly set forth in Section 12.

12. **Approval from Affected Utilities.** Developer shall obtain any required permits or approvals from affected utility providers, local districts, water authority, canal companies or other affected entities, including approval of applicable Construction Drawings, prior to installation of any Infrastructure and Utilities for the Subdivision. Developer shall provide the City with letters or other reasonably requested evidence of approval from affected utilities prior to issuance of an Excavation Permit for the installation of Infrastructure and Utilities within the public rights-of-way and prior to commencement of construction or installation of the Infrastructure and Utilities within the Subdivision.

13. **Construction Easements.** Developer hereby grants to the City a temporary construction and access easement on and over all of the Property and grants its permission to the City, its agents, inspectors, contractors, franchisees, or applicable providers to install, complete, repair, and inspect the construction of the culinary water line, the Infrastructure and Utilities, and any other public improvements within the Subdivision. Developer shall be required to provide separately recorded easements for waterline, sewer, or other infrastructure to be installed within the Subdivision, as approved by the City or other applicable provider. Any separately recorded easements shall be shown on the Final Plat prior to recording.

14. **Erosion Control and SWPP.** Developer shall provide all required erosion control and SWPP plans and approvals prior to commencement of construction of any Infrastructure and Utilities. Developer shall comply with all requirements of such plans and permits and shall comply with all required storm water protection BMPs.

15. **Pre-Construction Meeting.** Prior to any commencement of construction of Infrastructure and Utilities, within the public rights-of-way or the Subdivision, Developer shall attend a Pre-Construction Meeting with City staff to coordinate work and required inspections on the Project and to review required payment of fees.

16. **Commencement of Infrastructure and Improvements.** Developer shall not commence construction of any Infrastructure and Utilities within the Subdivision until and unless Developer has paid all required inspection and impact fees, paid for the estimated cost of the culinary water line installation, paid the Site Unwinding Deposit, obtained approved Construction Drawings, submitted approved erosion control plan and SWPPP, held pre-construction meeting with City, and met all other applicable City Ordinance requirements, including applicable permitting.

17. **Inspections.** Developer shall request and City shall timely comply with all required inspections and approvals of Infrastructure and Utilities as required under City Ordinances, standards and permits. Failure by Developer to obtain and pass required inspections and testing for Infrastructure and Utilities will affect final approval and

acceptance of such improvements and may require removal or excavation for inspection or re-inspection at Developer's sole cost and expense. If Developer fails to obtain or pass required inspections and testing for Infrastructure and Utilities, the City shall issue a stop work order for development within the Subdivision, and Developer shall be required to obtain the required inspections or conduct the testing and fix or remedy any deficiencies in improvements. Subject to Section 19 herein, Developer cannot record the Final Plat until and unless all required inspections and testing have been conducted and any deficiencies have been remedied for any and all Infrastructure and Utilities installed to date. Alternatively, any deficiencies discovered during said inspections and tests may be bonded for by Development and remedied in accordance with applicable provisions of the bond documents and as soon as commercially reasonable following recordation of the Final Plat.

18. **Deadline for Recording Final Plat.** The Final Plat was conditionally approved by the City Council on August 1, 2023. Pursuant to Section 15.04.120 of the City Subdivision Ordinance, the Final Plat is required to be recorded within 12 months from the date of final plat approval or such approval shall be null and void. The Subdivision Ordinance does allow for one six-month extension for the recording of the Final Plat. In order to qualify for an extension, the Developer must petition the City Council in writing for an extension prior to the expiration of the original 12 months. The City Council may grant an extension "for good cause shown." Based on the provisions of Section 15.04.120, Developer must record the Final Plat or submit a request for an extension of the Final Plat by August 1, 2024. Developer agrees to accept all risk and liability for expiration of Final Plat approval, including any improvements and installation of Infrastructure and Utilities, should Developer fail to record the Final Plat by August 1, 2024, or other applicable date if an extension is granted by the City Council. If Developer fails to record the Final Plat within the time frames set forth herein the City may issue a stop work order prohibiting further installation of the Infrastructure and Utilities and/or development within the Subdivision.

19. **Bonding for Remaining Infrastructure.** Prior to recording the Final Plat, any Infrastructure and Utilities that have not been completed shall be bonded for in accordance with City Subdivision Ordinance requirements, including entering into an Improvements Agreement and submitting an acceptable bond. Developer shall notify the City and request City Engineer inspection of completed and partial completed improvements at least 14 days prior to Final Plat recording. The City Engineer shall determine the extent and adequacy of the completed or partially completed Infrastructure and Utilities and determine what improvements need to be bonded for prior to Final Plat recording. The City Engineer shall prepare a revised Engineer's Estimate for remaining improvements. Only fully completed Infrastructure and Utilities will be excused from bonding with Final Plat.

20. **Acceptance of Improvements.** The City shall not accept any Infrastructure and Utilities until all Infrastructure and Utilities for the entire Subdivision are complete. Upon completion of all Infrastructure and Utilities, Developer shall request final inspection and approval by the City Engineer. The City shall not accept any Infrastructure and Utilities until and unless the Final Plat has been recorded. The

City may permit bond releases for completed Infrastructure and Utilities in accordance with applicable City Ordinances and terms and conditions of the Improvements Agreement.

21. **Location of Utilities and Utility Company Approval.** Developer shall verify to the City the location of all installed Infrastructure and Utilities, including public improvements and streets and private utilities located in the public rights-of-way and within the Subdivision. As applicable, Developer shall submit to the City approval letters or other evidence of approval from all utilities companies verifying acceptance of the improvements prior to recording the Final Plat.

22. **Lien Waiver and Release.** Developer hereby agrees to indemnify and hold the City harmless from any and all liens and encumbrances for the Property, the Infrastructure and Utilities, and any other potential mechanics liens or encumbrances, including, but not limited to any lien or right to a lien for services, labor, or materials furnished.

23. **Final Plat Recording.** Developer shall comply with all applicable City Ordinances regarding recording of final plats. Developer shall be required to provide the City with a title report (current within 30 days of submission) for review with the Final Plat.

24. **Warranty.** Developer shall warrant all workmanship for completed and accepted Infrastructure and Utilities for a period of one (1) year, which warranty period shall not commence until all Infrastructure and Utilities have been completed and accepted by the City and the Final Plat is recorded. Except to the extent caused by the City during installation of its culinary water line improvements, the City shall not be held responsible or liable for any accident, loss or damage to Infrastructure and Utilities prior to completion and acceptance of the same by the City. Developer shall post an acceptable bond as security during the warranty period in an amount of ten percent (10%) of the lesser of the Engineer's Estimate for the cost of all improvements or the Developer's reasonable proven cost of completion of improvements. Alternatively, the City may retain the required ten percent (10%) warranty security from the existing bond and deposit.

25. **No Sale of Lots or Property.** Until and unless the Final Plat is recorded, Developer shall not sell any lot or property within the Subdivision; provided, however, Developer shall have the ability to advertise or market the Property for sale prior to recordation of the Final Plat. This restriction shall not apply to the proposed sale of the entire project and Property or the purchase and sale of property within the project by and between Developer and its related entities.

26. **Building Permit Restrictions.** No building permits shall be issued until and unless the Final Plat is recorded and all applicable conditions of Final Plat approval have been met. As set forth in Centerville Municipal Code 15.05.090, building permits are generally not issued until water, sewer, storm drainage and all other required underground utilities located under the street surfaces within the subdivision

are installed, inspected, and approved by the City for the entire subdivision, and all streets in the subdivision are rough graded. Centerville Municipal Code 15.01.070 allows prior issuance of a building permit under certain circumstances upon written approval from the Building Official, Fire Chief, Police Chief, and City Engineer.

27. **Compliance with City Ordinances.** The Property and all portions thereof shall be developed in accordance with the City Ordinances, PDO approval, Final Plat approval, Construction Drawings, and this Agreement. All applicable City, State and Federal construction standards and specifications shall be met.

28. **Time Frames and Deadlines.** Nothing in this Agreement is intended to extend or waive any applicable time frame or deadline as set forth in applicable City Ordinances. Commencement and completion of construction within the Property shall comply with all applicable City Ordinance provisions.

29. **Reserved Legislative Powers.** Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power preserved by law.

30. **Indemnification.** Developer hereby agrees to indemnify and hold the City and its officers, employees, agents and representatives harmless from and against all liability, loss, damage, costs, or expenses, including attorney fees and court costs arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur within the Property or occur in connection with any off-site work done for or in connection with the Subdivision or any subsequent phase thereof and which shall be caused by acts done thereon, or any errors or omission of the Developer, its agents, servants, employees or contractors. In addition, Developer shall indemnify and hold the City and its officers, employees and representatives harmless from and against any claims, liability, costs and attorney fees incurred on account of any change in the nature, direction, quantity or quality of historical drainage flows resulting from the Property or the construction of any improvements therein. Notwithstanding the foregoing, Developer shall not be liable for any liability, loss, damage, costs, or expenses, including attorney fees and court costs, resulting from the gross negligence, recklessness, or willful misconduct of the City, its officers, employees, agents, and representatives.

31. **Insurance.** During the period from commencement of the work on the Property and ending on the date when Infrastructure and Utilities have been accepted, Developer, its contractors, agents and representatives, shall furnish, or cause to be furnished, to the City, satisfactory Certificates of Insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of at least \$3,000,000 single limit naming the City as an additional insured. Developer shall require all contractors and other employees performing any work on the Property or in connection with development of the Property to maintain adequate workers compensation insurance and public liability insurance. Developer, its

contractors, agents and representatives, shall provide such Certificates of Insurance to the City as a condition of and prior to issuance of an Excavation Permit for installation of the Infrastructure and Utilities within the public rights-of-way and/or the commencement of construction or installation of Infrastructure and Utilities within the Subdivision.

32. **Inspection and Approval by the City.** The City may, at its option, perform periodic inspections of the Infrastructure and Utilities being installed and constructed by the Developer. No work involving excavation shall be covered until the same has been inspected by the City's representatives and the representatives of other governmental entities having jurisdiction over the particular improvements involved.

33. **Use and Maintenance During Construction.** During construction, the Developer, and any permitted subsequent developers, shall keep the Property and all affected public streets and public easements free and clear from any unreasonable accumulation of debris, waste materials and any nuisances and shall contain construction debris and provide dust control so as to prevent scattering via wind and water or otherwise. Such construction maintenance and control of construction debris shall be conducted in accordance with applicable City, State and Federal laws, regulations and permits, including, but not limited to applicable Utah Department of Environmental Quality regulations and permitting requirements, and in accordance with applicable best management practices.

34. **Default.** The City may pursue any enforcement action deemed necessary and appropriate for any violation of City Ordinances in accordance with applicable enforcement provisions as set forth in City Ordinances or otherwise permitted by law. Nothing herein shall limit the City's right to issue a stop work order for failure to record the Final Plat (as set forth in Section 18) or failure to obtain inspection or testing (as set forth in Section 17) and no notice of default is required for such action. Notwithstanding and in addition to the City's right to pursue any enforcement action for violation of City Ordinances, in the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may have the following enforcement remedies. Prior to invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a ten (10) day cure period. All notices of default shall be provided in accordance with the Notice provisions set forth in Section 38. In the event the defaulting party does not cure the default within the required ten (10) day cure period or enter into a written agreement for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, have the following remedy or remedies:

a. All rights and remedies available at law and in equity, including, but not limited to, injunctive relief and specific performance, but not including damages as provided in Section 49.

b. The right to withhold all further approvals, licenses, permits or other

rights associated with the particular lot, parcel or building to which the default is applicable until such default has been cured.

c. The right to draw on any security posted or provided in connection with the Property or project.

d. The right to terminate this Agreement with respect to the particular lot, parcel or building to which the default is applicable.

e. The rights and remedies set forth herein above shall be cumulative.

35. **Insolvency or Misrepresentation.** Developer shall be in default under the terms of this Agreement under the following circumstances if not cured within twenty (20) days after notice of default is given: (i) Developer is adjudicated bankrupt or makes any voluntary or involuntary assignment for the benefit of creditors, or bankruptcy, insolvency, reorganization, arrangement, debt adjustment, receivership, liquidation or dissolution proceedings shall be instituted by or against Developer; and, if instituted adversely, the one against whom such proceedings are instituted consents to the same or admits in writing the material allegations thereof, or said proceedings shall remain undismissed for 150 days; or (ii) Developer has made a materially false representation or warranty in any agreement with or application to the City.

36. **Assignment.** Developer shall not assign its obligations under this Agreement or any rights or interests herein without giving prior written notice to the City. Any future assignee shall consent in writing to be bound by the terms of this Agreement as a condition precedent to the assignment. No party shall transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this Agreement separate from that party's interest in the Property. Unless otherwise provided, in the event of a sale or transfer of the Property, or any portion thereof, the buyer or transferee ("Subsequent Developer") shall be liable for the performance of each of the obligations contained in this Agreement as it relates to that portion of the Property it is buying, and acceptance of a deed to any portion of the Property shall constitute an agreement to assume and to be bound by the provisions of this Agreement as it relates to the Property covered by the deed. Each buyer or transferee shall sign an assignment and assumption agreement in a form reasonably acceptable to the City agreeing to be bound by the terms and conditions of this Agreement as provided herein. Any reference to Developer or Developers herein shall be construed to refer to any Subsequent Developer with respect to the portion of the Property owned by such Subsequent Developer.

37. **Ownership and Recording.** Developer hereby warrants and represents that it is the legal owner of record of the Property as described herein, it has the right to develop the Property, and it has full authority to enter into the terms of this Agreement encumbering the Property. Developer hereby agrees and acknowledges that this Agreement shall be recorded against the Property. Prior to recording this Agreement, Developer shall provide the City with a current and accurate title report regarding the

Property. Developer shall be required to cure or subordinate any unacceptable encumbrances on the Property, as determined by the City, prior to recording of this Agreement. All persons or entities with an ownership interest in the Property as shown on the title report shall sign and be a party to this Agreement.

38. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

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

To Developer: Stokes Stevenson Centerville Flex LLC
1215 Wilmington Avenue, Suite 120
Salt Lake City, Utah 84106

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

39. **Attorneys' Fees.** Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah.

40. **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regulatory approvals given by the City for the Property, contain the entire agreement of the parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

41. **Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest. For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

42. **Non-Liability of City Officials, Employees and Others.** No officer, representative, agent or employee of the City shall be personally liable to the Developer or any successor in interest or assignee of the Developer in the event of any default or breach by the City, or for any amount which may become due Developer, or

their successors or assigns, or for any obligation(s) arising under the terms of this Agreement.

43. **No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of Developer and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

44. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded in the office of the Davis County Recorder, State of Utah. The persons signing for and on behalf of Developer warrant and represent that they are duly authorized and empowered to enter into this Agreement for and on behalf of Developer, and that by their signatures, they do bind Developer to the terms of this Agreement.

45. **Governing Law and Jurisdiction.** The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah state or federal court of competent jurisdiction.

46. **No Waiver.** Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

47. **Severability.** If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

48. **Time of Essence.** Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

49. **Knowledge and Covenant Not to Sue.** The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice. Developer agrees not to sue or initiate any claim or other administrative or legal action against the City for an exaction, takings claim, impact fee challenge, or other claim with respect to the development of the Property or any other provision of this Agreement as associated with the Property. The parties acknowledge that they enter this Agreement voluntarily and with the intent to address and establish issues and procedures for the installation of Infrastructure and Utilities prior to recording the Final Plat. Notwithstanding the foregoing, if litigation is pursued, no monetary damages shall be awarded and sole remedy for either party shall be specific performance or injunction. In the event of conflict between the provisions of this Section and other provision of this Agreement, the provisions of this Section shall govern.

50. **Supremacy.** In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern.

51. **No Relationship.** Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

52. **Amendment.** This Agreement may be amended only in writing signed by the parties hereto.

53. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

54. **Termination.** This Agreement shall terminate upon completion and fulfillment of all the obligations and terms of this Agreement; provided, Sections 30, 31 and 49 shall remain in full force and effect until expiration of the warranty period for public improvements and any bonded improvements, such as landscaping, and expiration of any applicable statute of limitation for contractual claims, takings issues, impact fee challenges, or other claim with respect to the terms and conditions of this Agreement ("Termination").

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

[Signature page to follow]

CENTERVILLE CITY

Jennifer Robison, City Recorder

“DEVELOPER”

Its: _____

EXHIBIT A

Stokes Stevenson Centerville Flex Property Description

EXHIBIT B

Centerville Flex Condominium Final Plat

EXHIBIT C

Engineer's Estimate

PARCEL 1

BEGINNING AT A POINT WHICH IS NORTH 89°56'12" WEST ALONG THE SECTION LINE 859.98 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH; AND RUNNING THENCE SOUTH 0°03'48" WEST 273.77 FEET; THENCE NORTH 89°56'12" WEST 326.64 FEET; THENCE NORTH 0°03'48" EAST 221.33 FEET; THENCE SOUTH 89°56'12" EAST 50.00 FEET; THENCE NORTH 0°03'48" EAST 174.70 FEET; THENCE NORTH 89°56'12" WEST 50.00 FEET; THENCE NORTH 0°03'48" EAST 297.50 FEET; THENCE SOUTH 89°56'12" EAST 326.64 FEET; THENCE SOUTH 0°03'48" WEST 419.76 FEET TO THE POINT OF BEGINNING.

PARCEL 2

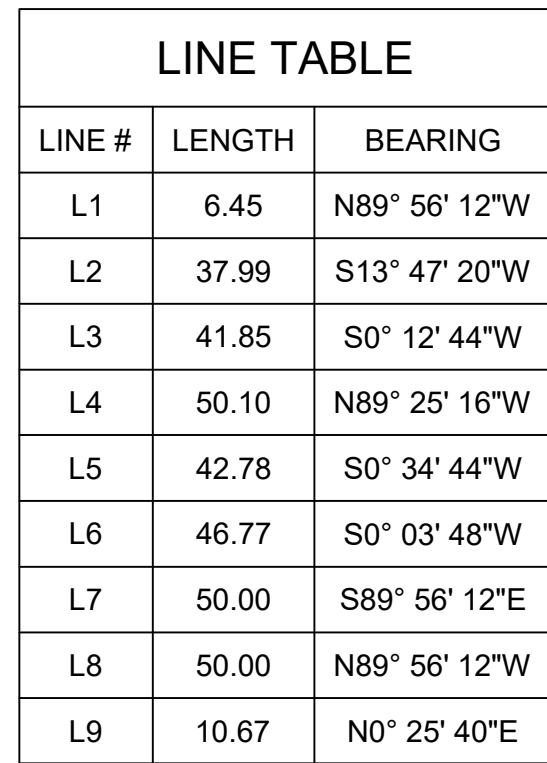
A parcel of land located in the Northeast quarter of Section 13 and the Southeast quarter of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point which is 143.14 feet West and 8.48 chains South and 453.68 feet North 88°54'30" West along the Northerly right-of-way line of Porter Lane and 324.36 feet North 00°34'44" East along a fence line from the Northeast corner of said Section 13, and running thence: North 89°51'46" West 266.77 feet; thence North 00°03'48" East 646.76 feet; thence South 89°56'12" East 738.50 feet; thence South 33°58'38" West 161.97 feet; thence North 89°16'52" West 320.74 feet; thence South 00°12'44" West 395.27 feet; thence South 13°47'20" West 37.99 feet; thence South 00°12'44" West 41.85 feet; thence North 89°25'16" West 50.10 feet; thence South 00°34'44" West 42.78 feet to the point of beginning. Property contains 5.900 acres.

PARCEL 3

Beginning at a point South 89°56'12" East 2531.92 East along the section line (East 38.060 chains record) and North 00°03'48" East 419.76 feet (North 6.36 chains record) from the South Quarter Corner of Section 12, Township 2 North, Range 1 West, Salt Lake Base and Meridian (South line of the Southeast Quarter being South 89°56'12" East 2646.96 feet); and running thence North 00°13'08" East 217.78 feet (North 217.78 record); thence North 89°56'12" West 1211.16 feet (West 1205 feet record) to the East line of a Frontage Road and a point on a 1949.86 foot radius non tangent curve to the right, (radius bears South 84°19'56" West, Chord: South 02°37'12" East 207.34 feet); thence along said Frontage Road the following (2) courses: along the arc of said curve 207.44 feet through a central angle of 06°05'44", and South 00°25'40" West 10.67 feet; thence leaving said Frontage Road South 89°56'12" East 1200.93 feet (East 1199.74 feet record) to the point of beginning. Property contains 6.020 acres.

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
JULY 2023



SOUTH DAVIS SEWER DISTRICT

Approved and accepted by South Davis Sewer District on
this _____ day of _____, AD 20____.

Approved: _____
Matthew Myers, General Manager

CENTERVILLE CITY ENGINEER

Recommended for approval this ____ day of _____ A.D.
20____.

City Engineer

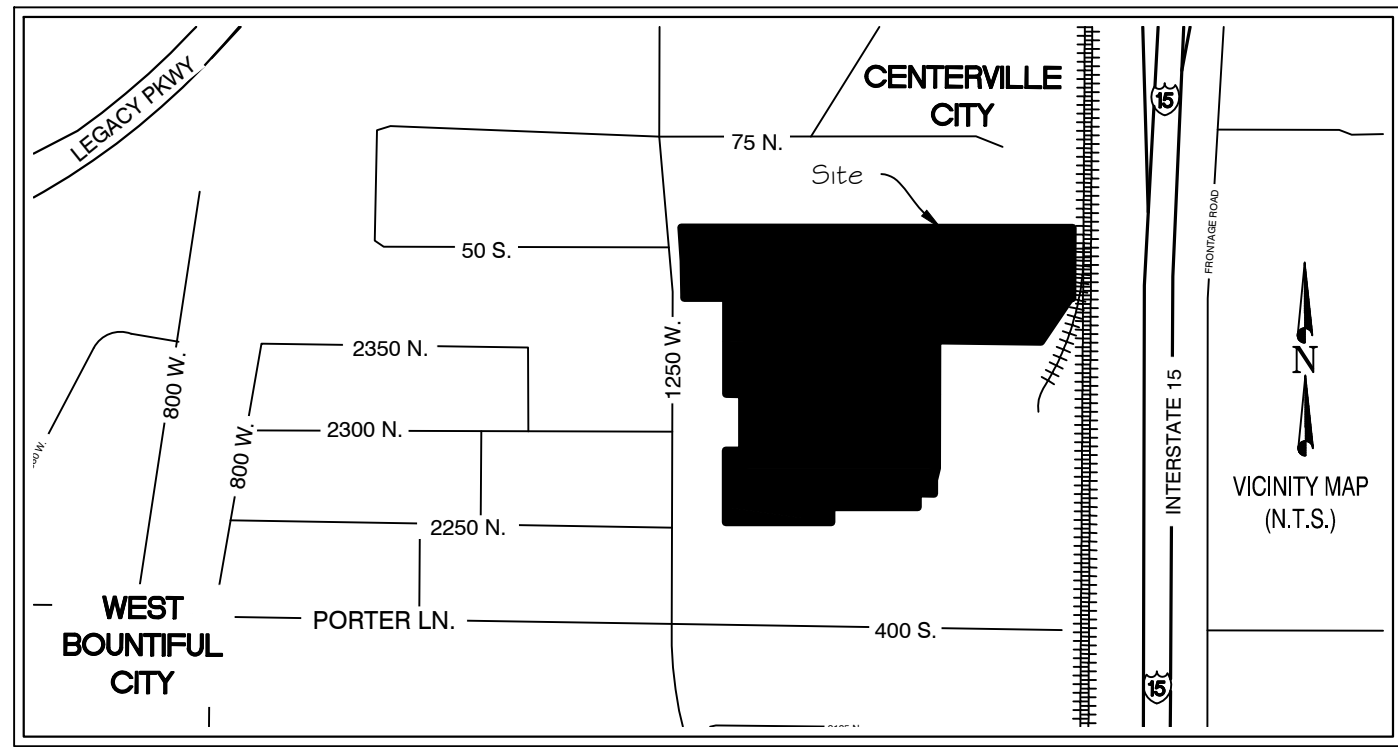
CITY COUNCIL APPROVAL

Presented to the Centerville City Council this ____ day of _____ A.D.
20____, at which time this subdivision was approved and accepted.

Attest: City Recorder

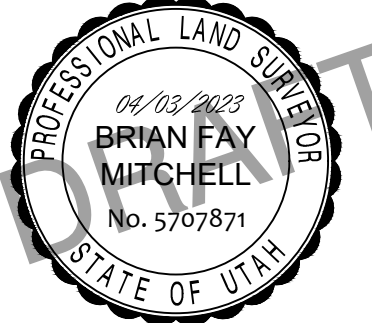
Mayor

DAVIS COUNTY RECORDER			
Recorded # _____	_____		
Date of Utah, County of Davis, Recorded and filed at the request of _____			
Date: _____	Time: _____	Book: _____	Page: _____
_____		_____	
to \$ _____		_____	
Davis County Recorder			



I, BRIAN MITCHELL, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 51528121 in accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act; I further certify that by authority of the owners I have made a survey of the tract of land in accordance with Section 17-23-17 and have verified all measurements and that the description describes the land known as SEVENTEENTH FLAT, GLENDALE, UTAH and I further certify that the condominium plat is accurate and has been prepared in compliance with the provisions of the Utah Condominium Ownership Act, and that the same has been surveyed and staked on the ground as shown on this map, and that the building dimensions are or will be as shown on this plat.

Signed this _____ day of _____, 2023



A parcel of land located in the Southeast Quarter of Section 12 and the Northeast Quarter of Section 13, Township 2 North, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point on the westerly right-of-way line of Utah Transit Authority Commuter Rail shown on that certain Utah Transit Authority Commuter Rail Right-of-Way Survey filed with the Utah State Office of the Davis County Surveyor, which is 111.34 feet, S. 89°56'12" W. and 420.01 feet, N. 00°05'40" E. along a monument line and 3.93 feet West from the Southwest Corner of said Section 2; thence N. 89°56'12" W. 6.45 feet; thence S. 33°58'38" W. 161.97 feet; thence N. 89°16'52" W. 320.74 feet; thence S. 00°12'44" W. 395.27 feet; thence S. 13°47'20" W. 37.99 feet; thence S. 00°12'44" W. 41.85 feet; thence N. 89°25'16" W. 50.10 feet; thence S. 00°34'44" W. 42.78 feet; thence N. 89°51'46" W. 266.77 feet; thence S. 00°03'48" W. 46.77 feet; thence N. 89°56'12" W. 326.64 feet; thence N. 00°03'48" E. 221.33 feet; thence S. 89°56'12" E. 5.00 feet; thence N. 00°03'48" E. 174.70 feet; thence N. 89°56'12" W. 50.00 feet; thence N. 00°03'48" E. 297.50 feet; thence N. 89°56'12" W. 129.35 feet; thence N. 00°25'40" E. 10.67 feet to a point of tangency with a 1948.86 - foot radius curve of the left, concave westerly; thence Northerly 207.44 feet along the arc of said curve, through a central angle of 66°05'44" (Chord bears N. 02°37'12" W. 207.34 feet); thence S. 89°56'12" E. 1,211.16 feet to said westerly right-of-way line; thence S. 00°13'08" W. 217.78 feet along said westerly right-of-way line to the **Point of Beginning**.

The above described parcel of land contains 737,027 sq. ft. or 16.919 acres, more or less. 3 Lots

The Rotation of this Description to NAD83 State Plane Bearing (Utah North Zone) is 00°19'04" Clockwise.

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into Lots, Parcel and Streets, together with easements as set forth to be hereafter known as:

And do hereby dedicate for perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and iteration of utility lines and facilities. The undersigned owners also hereby convey any other easements and shown on this plat to the parties indicated and for the purposes shown hereon.

STOKES STEVENSON CENTERVILLE FLEX LLC

By: _____

Print Name: _____

Title: _____

State of _____)
County of _____)

On this _____ day of _____, in the year 20____, before me, _____ a Notary Public, personally appeared _____ the _____ of STOKES STEVENSON CENTERVILLE FLEX LLC proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to in the foregoing owner's dedication and consent regarding the **CENTERVILLE FLEX CONDOMINIUM** and was signed by him/her on behalf of said STOKES STEVENSON CENTERVILLE FLEX LLC and acknowledged that he/she/they executed the same.

Commission Number _____

My Commission Expires _____

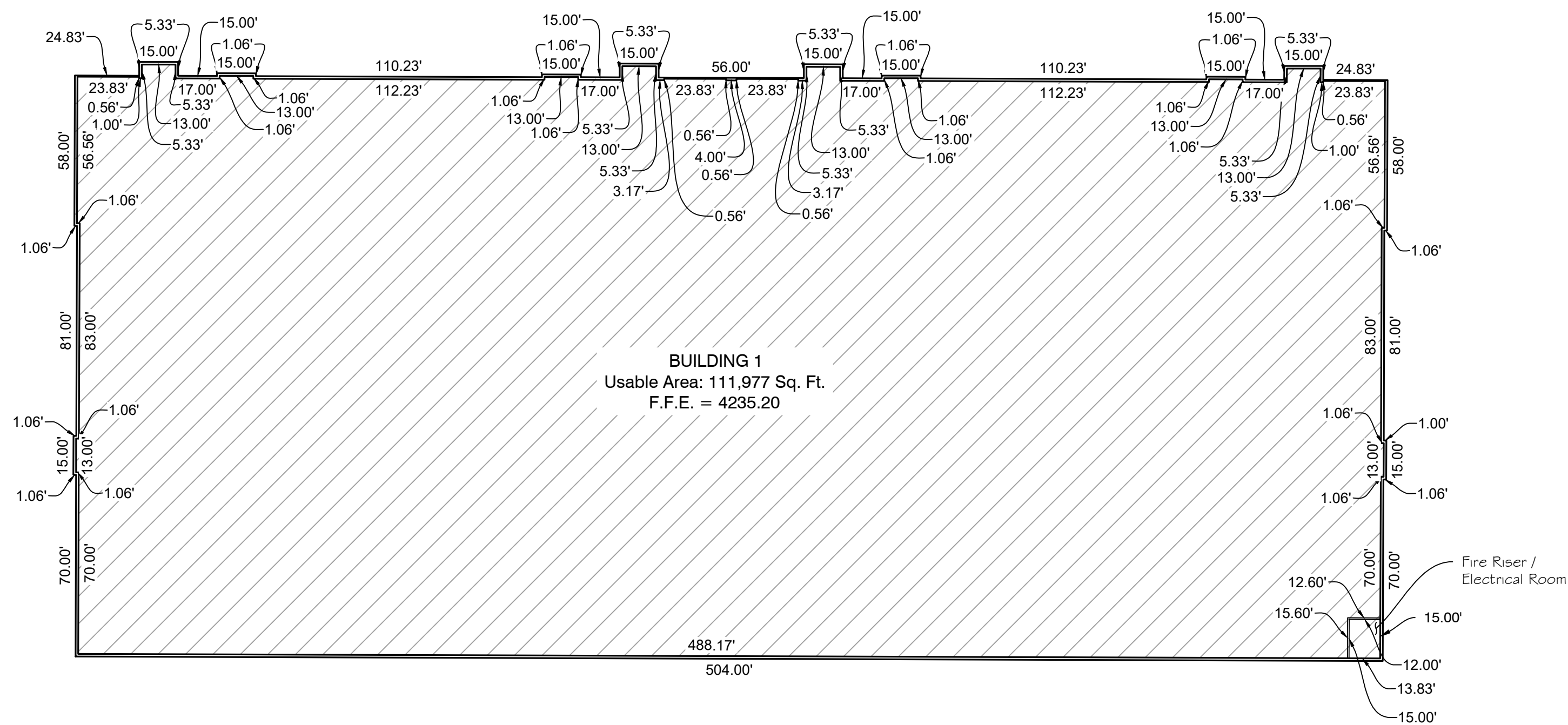
Signature: _____

Print Name: _____

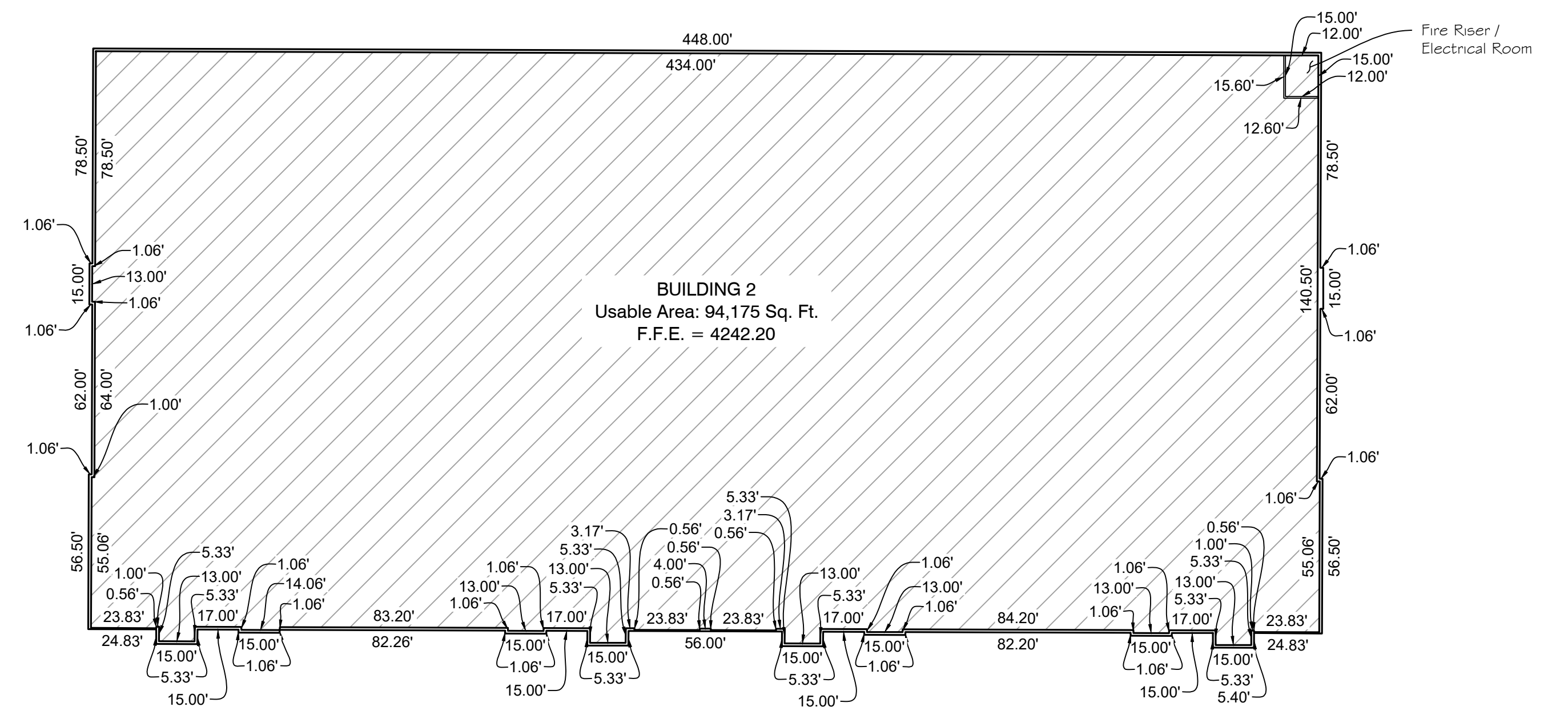
A Notary Public Commissioned in Utah

LOCATED IN THE SE 1/4 OF SECTION 12 & THE NE 1/4 OF SECTION 13
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

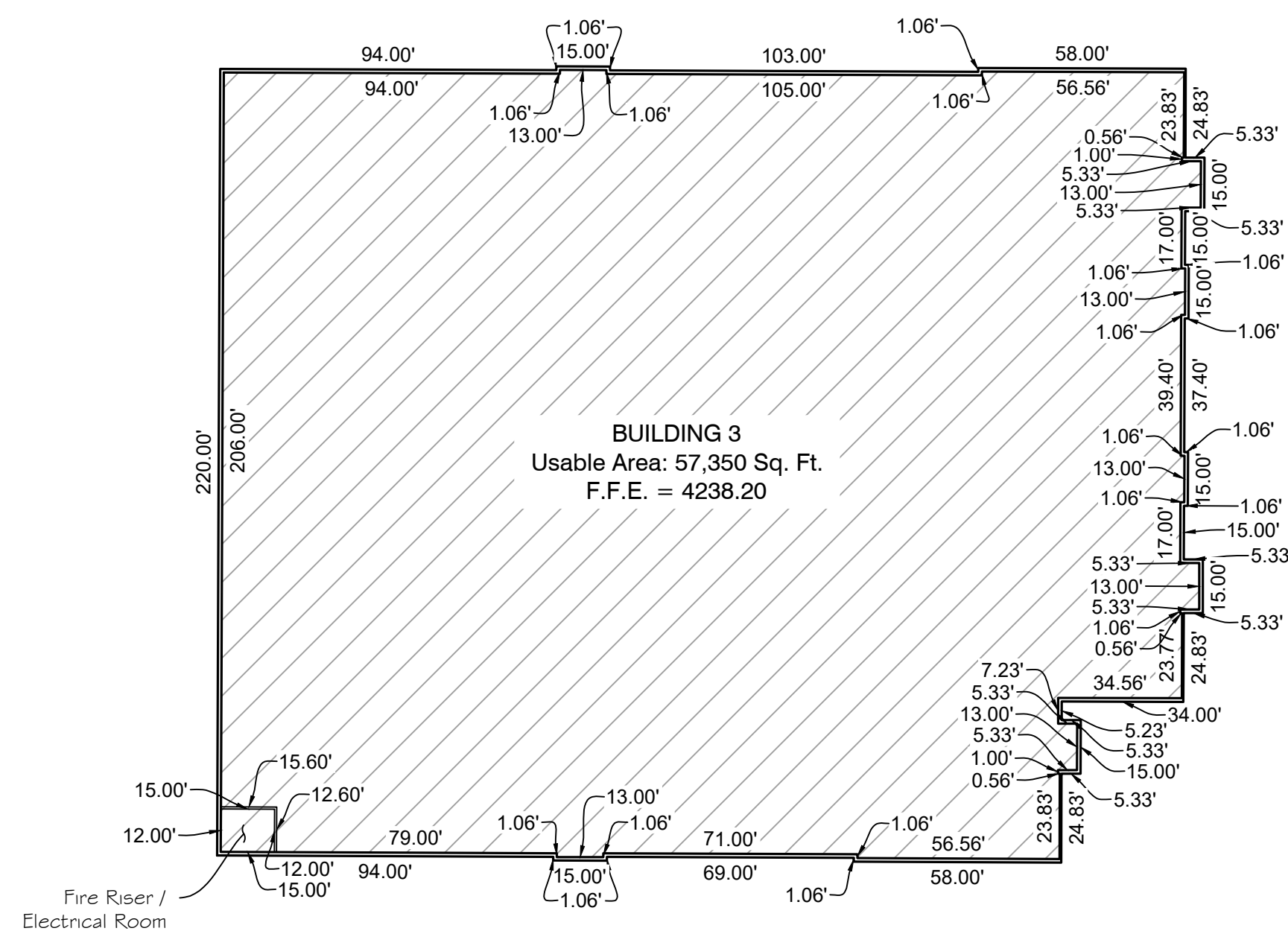
CENTERVILLE FLEX CONDOMINIUM
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
JULY 2023



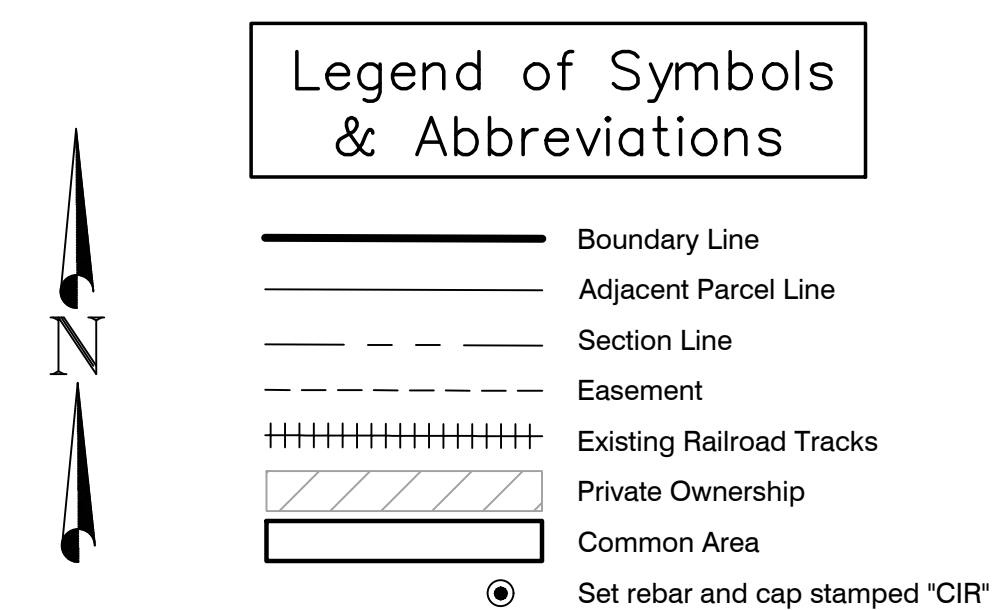
BUILDING 1 FLOOR PLAN
Scale: 1" = 40'



BUILDING 2 FLOOR PLAN
Scale: 1" = 40'

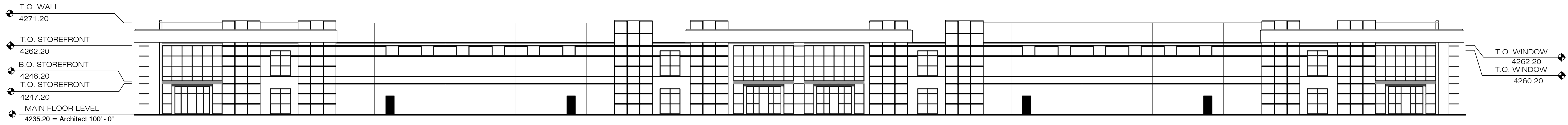


BUILDING 3 FLOOR PLAN
Scale: 1" = 40'

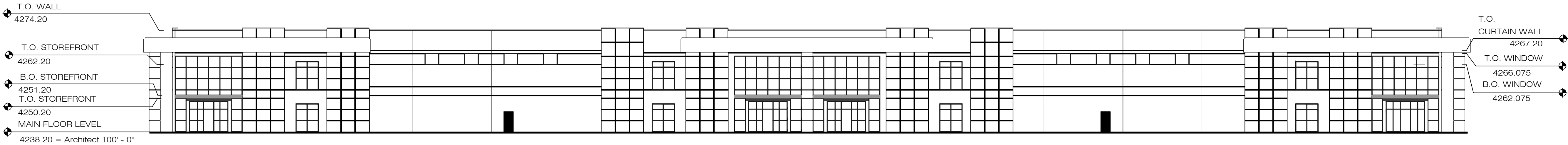


SHEET
2
3

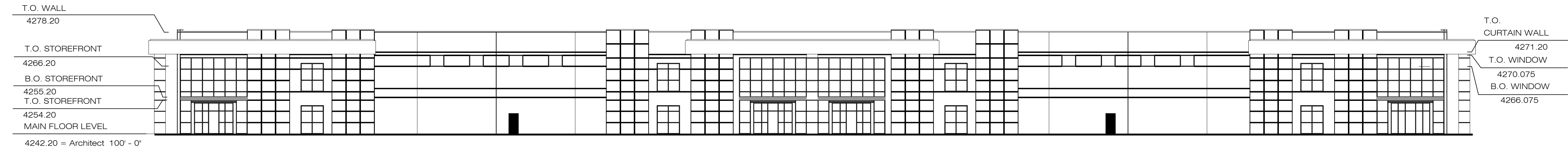
CENTERVILLE FLEX CONDOMINIUM
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12 & THE NORTHEAST QUARTER OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
JULY 2023



BUILDING 1 NORTH ELEVATION
Scale: 1" = 20'



BUILDING 2 SOUTH ELEVATION
Scale: 1" = 20'



BUILDING 3 EAST ELEVATION
Scale: 1" = 20'

SHEET
3
3

PREPARED BY:
CIR CIVIL ENGINEERING
+SURVEYING
10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

CENTERVILLE FLEX CONDOMINIUM
LOCATED IN THE SE 1/4 OF SECTION 12 & THE NE 1/4 OF SECTION 13,
TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH



ESI Engineering, Inc.

4141 W. 2100 S., Suite 100
West Valley City, Utah
Phone (801) 263-1752
Fax (801) 263-1780

Consulting Engineers & Land Surveyors

Project: CENTERVILLE FLEX
SUBDIVISION

Sheet No.
1 of 1

Owner: **CENTERVILLE CITY**

Estimated by: BWN Date: 6/28/23

Checked by: KLC Date: 6/28/23

Project No.
22-103

SUBDIVISION - BOND ESTIMATE AND FEE SCHEDULE

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
STORM DRAIN (A)					
1	Oil Water seperators and orifice plates	3	EA	\$10,000.00	\$30,000.00
2	Detention Facilities	0	Lump Sum	\$250,000.00	\$0.00
	Subtotal A (Items 1-2)				\$30,000.00
SANITARY SEWER (B)					
3	8" PVC sewer main	150	LF	\$100.00	\$15,000.00
4	Sewer manhole	2	EA	\$10,000.00	\$20,000.00
5	Tie-in to existing and testing	0	Lump Sum	\$10,000.00	\$0.00
6	Import gravel backfill	100	TN	\$30.00	\$3,000.00
7	Import granular backfill	250	TN	\$30.00	\$7,500.00
	Subtotal B (Items 3-7)				\$45,500.00
SIDEWALKS & MISC					
8	New Sidewalks and Pedestrian Ramps on Porter Lane & Remove existing entrance on 1250 West Street	2,500	SF	\$25.00	\$62,500.00
9	Unwinding Fee	1	LS	\$25,000.00	\$25,000.00
	Subtotal C (Item 8-9)				\$87,500.00
	Subtotal A-C (Items 1-9)				\$163,000.00
10	Contingency	20%			\$32,600.00

SUBDIVISION - BOND ESTIMATE AND FEE SCHEDULE					
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
	Total Bond Estimate (Items 1-10)				\$195,600.00
FEES					
1	Inspection Fees (2.05% of original bond estimate)	2.05%			\$22,891.83
2	Storm Drain Impact Fee	16.92	AC	\$3,911.00	\$66,174.12
3	2" Water Development Fee	3	EA	\$20,270.00	\$60,810.00
4	Culinary Waterline Construction Fee (see separate estimate for itemized schedule)				\$746,700.00
	TOTAL FEES				\$896,575.95

Note: These estimates were prepared as an opinion of cost based on current trends and construction activity in the area of the project at the time of plan preparation. This estimate is for the City's use to establish a basis for bonding and represents an opinion of what it may cost if the City is required to bid out and construct the project in the future. This estimate is based on plans prepared by the Developer and does not include all costs for the project.

CENTERVILLE
city
CITY COUNCIL

Staff Report

8/1/2023

Item No. 2.

Title: Interlocal Agreement for School Resources Officers - Davis School District

Initiated By: Blake Haycock, Davis School District

Staff Representative: Paul Child, Chief of Police, Lisa Romney, City Attorney

SUBJECT:

Consider Interlocal Agreement for School Resources Officers with Davis School District - Resolution No. 2023-22

RECOMMENDATION:

Approve Resolution No. 2023-22 entering into Interlocal Agreement for School Resource Officers with Davis School District.

BACKGROUND:

The City has previously entered into an Interlocal Agreement with the Davis School District to provide a law enforcement officer to act as the School Resource Officer for the District at Centerville Junior High. Davis School District has updated its standard Interlocal Agreement for School Resource Officers to address certain amendments required by State law as adopted in HB 61 (2023). Davis School District requests the City enter into this new Interlocal Agreement. The previous Interlocal Agreement was entered into in 2021. A redline version of the Interlocal Agreement is attached showing the changes from the 2021 version. Staff has reviewed this Interlocal Agreement and recommends the City Council adopt Resolution No. 2023-22 authorizing the execution of the Interlocal Agreement with Davis School District.

ATTACHMENTS:

1. Resolution No. 2023-22 - Interlocal Agreement - School Resource Officers
2. Interlocal Agreement - School Resource Officers (clean)
3. Interlocal Agreement - School Resource Officers (red)
4. UCA 53G-8-701 (School Resource Officers)

RESOLUTION NO. 2023-22

**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 §§ 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 §§ 11-13-209, as amended.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, THIS 1st DAY OF AUGUST, 2023.**

ATTEST:

CENTERVILLE CITY

Jennifer Hansen, City Recorder

By: _____
Mayor Clark A. Wilkinson

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

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

JENNIFER HANSEN, City Recorder

DATE: _____

EFFECTIVE DATE: ____ day of _____, 20____.

EXHIBIT “A”

**INTERLOCAL AGREEMENT
FOR SCHOOL RESOURCE OFFICERS**

INTERLOCAL AGREEMENT
for
SCHOOL RESOURCE OFFICERS
in
CENTERVILLE CITY

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, 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 Corporation 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 (SROs).
- V. The District has need for SROs 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 SROs 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

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 17 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 SROs 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 provide for and maintain a safe, healthy, and productive learning environment in a

school; act as a positive role model to students; work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; emphasize the use of restorative approaches to address negative behavior; and at the request of the District, teach a vocational law enforcement class;

C. 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; and

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

E. To increase cooperation between the City and the District for the shared purposes of maintaining safe schools; improving school climate; and supporting educational opportunities for students.

5. DESIGNATION OF SCHOOL RESOURCE OFFICERS

A. The City shall designate and/or assign one (1) of its law enforcement officers to act as and provide SRO's services during the term of this Agreement as follows:

Centerville Junior High School – One part-time SRO.

B. Both Parties agree to jointly discuss SRO applicants. SROs 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 will, at least annually, seek out and accept feedback from the District about an SRO's performance. 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 action, or employment practices brought by SROs;

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; and

E. Special circumstances occur from time to time beyond the control of the City.

Special circumstances may temporarily remove the SROs from the schools as listed herein without replacing the officers for the duration of the special circumstances. 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 SROs 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 SROs;
- 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

SROs 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 District;
- 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. SROs 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 and enforcement at schools when deemed necessary for the safety and protection of students and the general public;

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, voicemail, and cellular phones. Voicemail 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, SROs 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, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

9. TRAINING

Both the SRO and the Principal or his/her designee will jointly complete the SRO training described in UCA 53G-8-702.

Training of SROs 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 SROs with the necessary communication equipment; and

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 City and the principal or the principal's designee of the school to which the SRO is assigned.

13. INVESTIGATION, INTERROGATION, SEARCH AND ARREST PROCEDURES

A. 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 and searches complies with the applicable standards to assure any evidence obtained is admissible in a court of law;

B. When investigating an allegation that a student may have committed an offense that is a class C misdemeanor, an infraction, a status offense on school property, the SRO may refer the student to a prosecuting attorney or a court of law only if the minor allegedly committed the same offense on school property on two previous occasions; and the minor was referred to an evidence-based alternative intervention, or early intervention youth services, as described in UCA 53G-8-211(3).

C. Notwithstanding section 13B, when investigating an alleged traffic offense that is an infraction, the SRO may refer the minor to a law enforcement officer or agency, a prosecuting attorney, or a court for the traffic offense without referral to evidence-based alternative interventions, or early intervention youth services.

D. An SRO shall notify the school principal or the principal's designee before removing a student from campus who has been placed into temporary custody.

E. Students are entitled to the rights regarding searches, questioning, arrests, and information privacy as described in District Policy 5S-100, and as otherwise outlined in State and Federal law.

14. ACCESS TO EDUCATION RECORDS

A. SROs 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 SROs 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; and

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. ACCESS TO SECURITY FEED

A. To provide faster response times to emergencies in our communities, the District shall provide limited, cost free, live access to its closed caption security cameras (hereinafter "Security Feed") to the City's Police Department employees. The District will maintain all software related to the transmission of this Security Feed to the City and will provide password-protected accounts to City employees by which they can access the Security Feed;

B. The City may not allow its employees to view Security Feeds of schools located outside their City's jurisdiction. The City may not allow employees to use another employee's account. The City must report to the District any security concern as soon as possible; and

C. The District reserves the right to suspend or cancel the City's access to the Security Feed unilaterally for cause or not for cause.

16. LIABILITY AND INDEMNIFICATION

The District and the City shall each be responsible for conducting 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 and their employees under the Government Immunity Act as set forth in *Utah Code Ann. Title 63G, Chapter 7* as amended.

22. NO THIRD PARTY BENEFICIARIES

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

23. 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.

24. 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.

25. 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 and is binding upon the successors of the respective parties.

26. 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.

27. 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 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

ELIZABETH MUMFORD
President

CLARK WILKINSON
Mayor

ATTEST:

CRAIG CARTER
Business Manager

BRANT HANSON
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:

BENJAMIN ONOFRIO
General Counsel

LISA ROMNEY
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2023, personally appeared before me ELIZABETH MUMFORD and CRAIG CARTER, who being by me duly sworn did say, each for himself, that she, Elizabeth Mumford, is the President of the Board of Education of Davis School District, 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 Elizabeth Mumford 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 _____, 2023, personally appeared before me, CLARK WILKINSON and BRANT HANSON, who being by me duly sworn did say, each for himself, that he, Clark Wilkinson, is the Mayor, and that he, Brant Hanson, 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:

INTERLOCAL AGREEMENT
for
SCHOOL RESOURCE OFFICERS
in
CENTERVILLE CITY

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, 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 Corporation 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 (SROs).
- V. The District has need for SROs 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 SROs 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

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 17 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 SROs 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 provide for and maintain a safe, healthy, and productive learning environment in a school; act as a positive role model to students; work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the District; ~~and~~ emphasize the use of restorative approaches to address negative behavior; and at the request of the District, teach a vocational law enforcement class;

Commented [B01]: Required by UCA 53G-8-703(2)(v)

C. 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; and

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

E. To increase cooperation between the City and the District for the shared purposes of maintaining safe schools; improving school climate; and supporting educational opportunities for students.

Commented [B02]: Required by UCA 53G-8-703(2)(b)

5. DESIGNATION OF SCHOOL RESOURCE OFFICERS

A. The City shall designate and/or assign one (1) of its law enforcement officers to act as and provide SRO's services during the term of this Agreement as follows:

Centerville Junior High School – One part-time SRO.

B. Both Parties agree to jointly discuss SRO applicants. SROs 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 will, at least annually seek out and accept feedback from the District about an SRO's performance. 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 action, or employment practices brought by SROs;

Commented [B03]: Required by UCA 53G-8-703(2)(h)

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; and

E. Special circumstances occur from time to time beyond the control of the City. Special circumstances may temporarily remove the SROs from the schools as listed herein without replacing the officers for the duration of the special circumstances. 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 SROs 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 SROs;
- 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

SROs 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 District;
- 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. SROs 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 and enforcement at schools when deemed necessary for the safety and protection of students and the general public;

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, voicemail, and cellular phones. Voicemail 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, SROs 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, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned.

9. TRAINING

Both the SRO and the Principal or his/her designee will jointly complete the SRO training described in UCA 53G-8-702.

Commented [B04]: Required by UCA 58G-7-803(2)(f)

Training of SROs 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;

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Specific SRO duty hours at a particular school shall be set by mutual agreement between

the City and the principal or the principal's designee of the school to which the SRO is assigned.

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A. 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 and searches complies with the applicable standards to assure any evidence obtained is admissible in a court of law;

B. When investigating an allegation that a student may have committed an offense that is a class C misdemeanor, an infraction, a status offense on school property, the SRO may ~~not~~ refer the student to a prosecuting attorney or a court of law only if the minor allegedly committed the same offense on school property on two previous occasions; and the minor was referred to an evidence-based alternative intervention, or early intervention youth services, as described in UCA 53G-8-211(3). ~~Working with the school principal or the principal's designee, the SRO may refer the student to evidence-based alternative interventions; and~~

C. Notwithstanding section 13B, when investigating an alleged traffic offense that is an infraction, the SRO may refer the minor to a law enforcement officer or agency, a prosecuting attorney, or a court for the traffic offense without referral to evidence-based alternative interventions, or early intervention youth services.

~~C.D.~~ An SRO shall notify the school principal or the principal's designee before removing a student from campus who has been placed into temporary custody.

E. Students are entitled to the rights regarding searches, questioning, arrests, and information privacy as described in District Policy 5S-100, and as otherwise outlined in State and Federal law.

Commented [B05]: Required by UCA 53G-8-211(3) and UCA -8-703(2)(c)

Commented [B06]: Required by UCA 53G-8-703(2)(d)

14. ACCESS TO EDUCATION RECORDS

A. SROs 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 SROs 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; and

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17. 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.

18. 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.

19. 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.

20. 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.

21. 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 and their employees under the Government Immunity Act as set forth in *Utah Code Ann. Title 63G, Chapter 7* as amended.

22. NO THIRD PARTY BENEFICIARIES

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

23. 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.

24. 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.

25. 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 and is binding upon the successors of the respective parties.

26. 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.

27. 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 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

ELIZABETH MUMFORD
President

CLARK WILKINSON
Mayor

ATTEST:

CRAIG CARTER
Business Manager

BRANT HANSON
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:

BENJAMIN ONOFRIO
General Counsel

LISA ROMNEY
City Attorney

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2023, personally appeared before me ELIZABETH MUMFORD and CRAIG CARTER, who being by me duly sworn did say, each for himself, that she, Elizabeth Mumford, is the President of the Board of Education of Davis School District, 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 Elizabeth Mumford 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 _____, 2023, personally appeared before me, CLARK WILKENSON and BRANT HANSON, who being by me duly sworn did say, each for himself, that he, Clark Wilkenson, is the Mayor, and that he, Brant Hanson, 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:

Effective 1/24/2018

Part 7
School Resource Officers

53G-8-701 Definitions.

As used in this part:

- (1) "Law enforcement agency" means the same as that term is defined in Section 53-1-102.
- (2) "Public school" means the same as that term is defined in Section 53G-9-205.1.
- (3) "School resource officer" or "SRO" means a law enforcement officer, as defined in Section 53-13-103, who contracts with or whose law enforcement agency contracts with an LEA to provide law enforcement services for the LEA.
- (4) "School safety specialist" means a school employee who is responsible for supporting school safety initiatives including the threat assessment described in Subsection 53G-8-802(2)(g)(i).

Amended by Chapter 383, 2023 General Session

53G-8-701.5 Threat assessment and school safety specialist.

Every public primary and secondary school shall:

- (1) conduct a threat assessment as described in Subsection 53G-8-802(2)(g)(i); and
- (2) designate a school safety specialist.

Enacted by Chapter 383, 2023 General Session

53G-8-702 School resource officer training -- Curriculum.

- (1) In accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, the state board shall make rules that prepare and make available a training program for school principals, school personnel, and school resource officers to attend.
- (2) To create the curriculum and materials for the training program described in Subsection (1), the state board shall:
 - (a) work in conjunction with the State Commission on Criminal and Juvenile Justice created in Section 63M-7-201;
 - (b) solicit input from local school boards, charter school governing boards, and the Utah Schools for the Deaf and the Blind;
 - (c) consult with a nationally recognized organization that provides resources and training for school resource officers;
 - (d) solicit input from local law enforcement and other interested community stakeholders; and
 - (e) consider the current United States Department of Education recommendations on school discipline and the role of a school resource officer.
- (3) The training program described in Subsection (1) may include training on the following:
 - (a) childhood and adolescent development;
 - (b) responding age-appropriately to students;
 - (c) working with disabled students;
 - (d) techniques to de-escalate and resolve conflict;
 - (e) cultural awareness;
 - (f) restorative justice practices;
 - (g) identifying a student exposed to violence or trauma and referring the student to appropriate resources;

- (h) student privacy rights;
 - (i) negative consequences associated with youth involvement in the juvenile and criminal justice systems;
 - (j) strategies to reduce juvenile justice involvement;
 - (k) roles of and distinctions between a school resource officer and other school staff who help keep a school secure;
 - (l) developing and supporting successful relationships with students; and
 - (m) legal parameters of searching and questioning students on school property.
- (4) The state board shall work together with the Department of Public Safety, the State Commission on Criminal and Juvenile Justice, and state and local law enforcement to establish policies, procedures, and training requirements for school resource officers.

Amended by Chapter 383, 2023 General Session

53G-8-703 Contracts between an LEA and law enforcement for school resource officer services -- Requirements.

- (1) An LEA may contract with a local law enforcement agency to provide school resource officer services at the LEA.
- (2) An LEA contract with a law enforcement agency to provide SRO services at the LEA shall require in the contract:
 - (a) an acknowledgment by the law enforcement agency that an SRO hired under the contract shall:
 - (i) provide for and maintain a safe, healthy, and productive learning environment in a school;
 - (ii) act as a positive role model to students;
 - (iii) work to create a cooperative, proactive, and problem-solving partnership between law enforcement and the LEA;
 - (iv) emphasize the use of restorative approaches to address negative behavior; and
 - (v) at the request of the LEA, teach a vocational law enforcement class;
 - (b) a description of the shared understanding of the LEA and the law enforcement agency regarding the roles and responsibilities of law enforcement and the LEA to:
 - (i) maintain safe schools;
 - (ii) improve school climate; and
 - (iii) support educational opportunities for students;
 - (c) a designation of student offenses that, in accordance with Section 53G-8-211, the SRO:
 - (i) may refer to the juvenile court;
 - (ii) shall confer with the LEA to resolve; and
 - (iii) shall refer to a school administrator for resolution as an administrative issue with the understanding that the SRO will be informed of the outcome of the administrative issue;
 - (d) a detailed description of the rights of a student under state and federal law with regard to:
 - (i) searches;
 - (ii) questioning;
 - (iii) arrests; and
 - (iv) information privacy;
 - (e) a detailed description of:
 - (i) job assignment and duties, including:
 - (A) the school to which the SRO will be assigned;
 - (B) the hours the SRO is expected to be present at the school;
 - (C) the point of contact at the school;

- (D) specific responsibilities for providing and receiving information; and
- (E) types of records to be kept, and by whom;
- (ii) training requirements; and
- (iii) other expectations of the SRO and school administration in relation to law enforcement at the LEA;
- (f) that an SRO who is hired under the contract and the principal at the school where an SRO will be working, or the principal's designee, will jointly complete the SRO training described in Section 53G-8-702;
- (g) that both parties agree to jointly discuss SRO applicants; and
- (h) that the law enforcement agency will, at least annually, seek out and accept feedback from an LEA about an SRO's performance.

Amended by Chapter 383, 2023 General Session

53G-8-703.2 LEA establishment of SRO policy -- Public comment.

- (1) An LEA shall establish an SRO policy.
- (2) The SRO policy described in Subsection (1) shall include:
 - (a) the contract described in Section 53G-8-703; and
 - (b) all other procedures and requirements governing the relationship between the LEA and an SRO.
- (3) Before implementing the SRO policy described in Subsection (1), the LEA shall present the SRO policy at a public meeting and receive public comment on the SRO policy.

Enacted by Chapter 383, 2023 General Session

CENTERVILLE
city
CITY COUNCIL
Staff Report
8/1/2023

Item No. 1.

Title: Public Works Vehicle Purchase

Initiated By: Marc Marchant, Streets Supervisor

Staff Representative: Marc Marchant, Streets Supervisor

SUBJECT:

Consider the purchase of the F-550 dump body and plow equipment from Reading Truck for **\$38,144.25**

RECOMMENDATION:

Approve the purchase of the dump body and plow equipment from Reading Truck for \$38,144.25

BACKGROUND:

Public Works staff have received a bid for the dump bed and plow equipment from Reading Truck, a state contract vendor. For the Ford F-550 cab and chassis that was recently approved. We have used this company in the past. They are best equipped to build smaller plow trucks. The quote came in less than anticipated, so there will be money to cover the price increase on the International CV plow truck that was over budget \$6,671.95.

ATTACHMENTS:

1. Reading Truck Quote



4285 West 1385 South
Salt Lake City, Utah 84104
Phone: 1.801.521.0360
Fax: 1.801.532.7407
www.semiservice.com

QUOTATION
JEM01610

CUSTOMER: Centerville City Public Works
CONTACT: MARC MARCHANT
ADDRESS: 655 North 1250 West
Centerville, UT 84014-1824
MOBILE:
WORK: 292-8232
FAX: 292-8251
EMAIL:

QUOTE NUMBER: JEM01610
QUOTE DATE: 7/14/2023
QUOTE VALID UNTIL: 8/13/2023
SALESPERSON: Jason Madsen
MOBILE: 801-514-0118
WORK: 385-234-6257
FAX:
EMAIL: jmadsen@readingtruck.com

YEAR: 2023	MAKE: FORD	MODEL: F-550	SINGLE/DUAL: DRW
CAB TO AXLE: 84.0	CAB TO TANDEM:	CAB TYPE: REGULAR	VIN:

QTY	DESCRIPTION	PRICE EACH	AMOUNT
1	DUMP BODY - STATE CONTRACT MA4072	\$22,946.59	\$22,946.59
1	Rugby 11' FDS Stainless Steel 3-4 Yd. Dump Body, For 84" Cab to Axle Truck, 11'7" L X 96" W Part # TEDRU-FDS-11-4SS-KIT Body Part # 1924451 CAB SHIELD: ¼ Cab Shield W/Window – 12 GA 201 2B Stainless Steel SIDES: 17"-Fold Down Sides FLOOR: 3/16" AR400 Cross Member Steel Floor – One Piece, Seamless TAILGATE: 23" Stainless Steel EZ-LATCH™ Tailgate / Patented LIGHTS: New Oval-Shaped Stop/Turn/Tail Built into Corner Post HOIST: SR 4016 ED Double Acting with a Sub Frame BODY PROP: Integrated NTEA CLASS: Class 40 OPERATING PRESSURE: 3200 PSI*** CAPACITY: 8.1 Ton Capacity Depending on Rear Overhang *** CYLINDER: 5.5" Bore, 16" Stroke, 2" Diameter Rod. WEIGHT APPROX: Dump Body 1575 LBS HOIST: Weight 460 LBS *** ELECTRIC OVER HYDRAULIC HOIST *** NO PTO INCLUDED ***** SUB FRAME 24" ADDITIONAL: Add Part # TEC-RU-1851733 ***		
1	Rugby electric double acting hoist. Part # TEDRU-SR4016ED-11 Includes Part #'s: TECRU-1822358 -Hoist TECRU-2186193 -11' Subframe TECRU-2186199 - Installation Carton TECRU-2219241 -Power Unit		
1	Installation Kit For 8' - 12' Dump Bodies Including: Mud Flaps, Chrome Mud Flap Brackets, ATF Fluid, Fuel Fill Reinforcement Bracket, Junction Box for Electrical. Part # MTA8-12DUMP		
1	Rugby tailgate bumper stops mounted to hitch plate. (Set includes 2 bumper stops) Part # TEDRU-1665573		
1	Buyers Furnish and Install a Pintle Type Hitch 1/2" Buck Plate Style Reinforced to the Frame with Safety D Rings. Per Specs, Furnish and Install Buyer's, Parts #1809031A Ram Installed no More Than 8" Inside of the Rear Dump Body Then Fully Raised. Also Install a Hitch Combination 2" (Part # RB2000) and a 2-5/16" ball (Part #BUY-BH82516)		
1	7 Way flat light receptacle (REAR) Part # TOWPO-11-893		
1	Resistor to eliminate the fast flash turn signal on all 2023+ Ford Trucks.		
1	Buyers 1702605,18" X 18" X 36" 14 GA Bright Polished Stainless Steel Underbody Box,W/Stainless T-handle Latch.(Note - DEF tank location on certain diesel chassis may limit underbody box placement.)		



4285 West 1385 South
Salt Lake City, Utah 84104
Phone: 1.801.521.0360
Fax: 1.801.532.7407
www.semiservice.com

QUOTATION
JEM01610

QTY	DESCRIPTION	PRICE EACH	AMOUNT
1	Install (1) Curbside) & (1) Roadside.		
1	Install (OEM Supplied) factory back up camera for cab and chassis truck. ***Truck must be ordered and equipped with factory wiring to rear of truck***		
1	Buyer's (2) Rung EZ Step. Part# BUY-RS2		
1	Grab Handle, 13" Chrome, Part # BUY-B239920C ***MOUNTED TO PASSENGER SIDE OF HEADBOARD TO USE WITH STEP***		
1	Ecco LED Minibar: Reflex, 15", 12-24VDC, 18 flash patterns, clear dome, amber illumination. Part# ECC5585CA		
2	Ecco Amber ED3701 directional LEDs are bright and versatile warning lights that are suited to a wide variety of applications. Ultra-low-profile wide-angle optics and multiple flash patterns, including synchronization with other units. 6 LEDs and are single-color configuration. Part# ECCED3701A *** MOUNTED ON REAR CORNER POSTS ***		
1	SNOWPLOW / SANDER STATE CONTRACT MA2058	\$15,197.66	\$15,197.66
1	10' Pro Plus HD. Western snowplow. Ultramount mounting system, 10.0' Blade width, 34" blade height, 11 GA. blade, 6 trip springs, 2 shock absorbers, 8 vertical ribs, 8'9" plow width at full angle, 1/2" x 6" cutting edge, 2"x12 1/2" angling rams, mount weight range: 33 to 115 lbs., approx. weight 1075 lbs., Model# 10' Pro Plus HD. Part # WPLIUTPHD10-C Blade Assembly: WPL76920 Mount Assembly: WPL31270 AQ&L Box 1: WPL76900-3 Light Kit: WEP72530 Headlamp Harness: WEP85973 3 Port Isolation Module: WEP29070-1 Handheld Control: WEP35500		
1	Western 9' Stainless Steel Striker Electric 4.5 cu. yd. spreader. Adjustable Drop Chute with dual swing away design. 16 1/2" stainless steel conveyor, 15 1/2" spinner, up to 40' spreading width. Dual 12V DC Sealed Motors, top grate screen, inverted V, (2) rear dump buttons, and rear work light button. 16 ga. stainless steel construction.		



4285 West 1385 South
Salt Lake City, Utah 84104
Phone: 1.801.521.0360
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www.semiservice.com

QUOTATION
JEM01610

QTY	DESCRIPTION	PRICE EACH	AMOUNT
	108" L x 70" W x 47" H. 815 lb. hopper weight. 4.5 struck yd. capacity. Materials: Salt, Sand, Salt/Sand Mix. Part # WPL99039-1 (Recommended application: Dump Body or Flatbed Trucks over 15,000 GVWR)		

Quote Total:	\$38,144.25
Sales Tax:	\$0.00
Total Due:	\$38,144.25

Signature Required to Process Order

PO Number

Date

QTY	SUGGESTED ITEMS	PRICE EACH	AMOUNT

- ♦ Labor and installation are included in all pricing unless specified.
- ♦ Quoted price does not include any applicable F.E.T., sales taxes, and delivery charges.
- ♦ Quote price does not include any unforeseen obstructions or modifications.
- ♦ Quotation valid until above stated expiration date.
- ♦ Terms are due upon receipt unless prior credit arrangements are made at the time of order.
- ♦ FOB Salt Lake City, Utah 84104
- ♦ 50% down payment required with special order items, NON-REFUNDABLE.
- ♦ We only Accept Cash, Check, Visa and MasterCard.

CENTERVILLE
city
CITY COUNCIL
Staff Report
8/1/2023

Item No. 1.

Title: Minutes Review and Approval

Initiated By:

Staff Representative:

SUBJECT:

July 18, 2023 Work Session Minutes

July 18, 2023 City Council Minutes

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

1. 07-18-2023 WS minutes
2. 07-18-2023 CC minutes

Minutes of the Centerville **City Council Work Session** held Tuesday, July 18, 2023 at 6:00 p.m., with participants present at City Hall, 250 North Main Street, and electronically.

MEMBERS PRESENT

Mayor	Clark Wilkinson
Council Members	Gina Hirst George McEwan Robyn Mecham Spencer Summerhays

MEMBER ABSENT William Ince

STAFF PRESENT Brant Hanson, RDA Executive Director
Lisa Romney, City Attorney
Jennifer Robison, City Recorder
Dave Walker, Deputy Public Works Director
Nate Plaizier, Finance Director
Mike Carlson, Public Works Director
Bryce King, Administrative Services Director
Paul Child, Centerville Police Chief

VISITOR Mike Miller, Ferguson Group

FERGUSON GROUP PRESENTATION

Mike Miller with the Ferguson Group updated the Council on possible federal funding opportunities, reported funding granted to Centerville for projects, and answered questions from the Council. Councilmember Hirst said it would be helpful to see a report of funding applications and opportunities submitted, even if funding was not received. Mr. Miller answered questions about congressional earmarks, agency grants, and how a change in Utah representation may affect funding opportunities. Mayor Wilkinson thanked Mr. Miller for the presentation.

INTERLOCAL AGREEMENT WITH WEST BOUNTIFUL FOR CENTERVILLE FLEX PROJECT

City Manager Brant Hanson spoke of challenges associated with projects that crossed city boundaries (infrastructure, code enforcement, property tax). The Stokes Stevenson Centerville Flex Project was in both Centerville (approximately 67%) and West Bountiful (approximately 33%). Mr. Hanson presented an Interlocal Agreement negotiated by staff from both cities with input from Stokes Stevenson, and spoke of the possibility of a future city boundary line adjustment that would put two of the three project buildings in Centerville and one building in West Bountiful. Councilmember Summerhays said it had been his professional experience that one or more parties involved in a boundary adjustment usually ended up feeling they got the short end.

City Attorney Lisa Romney commented that staff had encouraged integrated design standards for the entire development. The Council and staff discussed provisions of the proposed Interlocal Agreement.

ADJOURNMENT

At 6:54 p.m., Councilmember Summerhays **moved** to adjourn the Work Session. Councilmember Hirst seconded the motion, which passed by unanimous vote (4-0).

Jennifer Robison, City Recorder

Date Approved

Minutes of the Centerville **City Council** meeting held Tuesday, July 18, 2023, at 7:00 p.m. with participants present at Centerville City Hall, 250 North Main Street, and electronically.

MEMBERS PRESENT

Mayor Clark Wilkinson

Council Members Gina Hirst
William Ince (left at 8:26 p.m.)
George McEwan
Robyn Mecham
Spencer Summerhays

STAFF PRESENT

Brant Hanson, City Manager
Lisa Romney, City Attorney
Jennifer Robison, City Recorder
Dave Walker, Deputy Public Works Director
Bryce King, Administrative Services Director
Nate Plaizier, Finance Director
Mike Carlson, Public Works Director
Paul Child, Centerville Police Chief
Lt. Allen Ackerson, Centerville Police Department
Kevin Campbell, City Engineer

VISITOR

Youth Council and families
Interested citizens

PRAYER OR THOUGHT

Councilmember Mecham

PLEDGE OF ALLEGIANCE

OPEN SESSION

None

CENTERVILLE YOUTH CITY COUNCIL

Administrative Services Director Bryce King invited Youth City Councilmembers to introduce themselves. The Centerville City Youth Council for 2023-2024 was made up of 27 youth in grades 9-12. The Youth City Council was sworn in by City Recorder Jennifer Robison.

CENTERVILLE YOUTH CITY COUNCIL CHARTER AMENDMENTS

Mr. King explained that proposed amendments to the Youth City Council Charter were drafted to increase the number of youth allowed to participate, add extra required service hours, set maximum terms of service (4 years), increase allowed excused absences from 2 to 4, and provide an alumni advisor option.

Councilmember Summerhays **moved** to approve Resolution No. 2023-21 updating and amending the Centerville Youth City Council Charter. Councilmember Mecham seconded the motion, which passed by unanimous vote (5-0).

PUBLIC HEARING – TRANSFER AND DONATION OF CITY PROPERTY – PARRISH LANE INTERSECTION PROJECTS – UDOT

Centerville City and the Utah Department of Transportation (UDOT) were coordinating the reconstruction of the Parrish Lane and 400 West and Market place Drive intersections to provide for greater traffic circulation. As part of the project, UDOT requested the City transfer and donate various parcels of property for right-of-way and transportation purposes. City Engineer Kevin Campbell said the goal was to go to bid in the coming autumn and begin project construction in summer of 2024.

Councilmember Summerhays **moved** to open a public hearing at 7:23 p.m. Councilmember Hirst seconded the motion, which passed by unanimous vote (5-0).

Zach Fowers, Centerville resident, said he was interested in urban planning and was interested in learning more about the project.

At 7:25 p.m., Councilmember Hirst **moved** to close the public hearing. Councilmember Summerhays seconded the motion, which passed by unanimous vote (5-0).

Councilmember Summerhays **moved** to approve the transfer and donation of City property to UDOT for right-of-way purposes in connection with the Parrish Lane and 400 West and Marketplace Drive Intersection Projects, and authorize the Mayor to sign the required deeds for conveyance and recording. Councilmember Ince seconded the motion, which passed by unanimous vote (5-0).

INTERLOCAL AGREEMENT – WEST BOUNTIFUL – STOKES STEVENSON CENTERVILLE FLEX PROJECT – 1250 WEST (CHILD LANE) 200 SOUTH

City Attorney Lisa Romney presented an Interlocal Agreement between Centerville City and West Bountiful City regarding development of the Stokes Stevenson Centerville Flex Project located at approximately 1250 West 200 South. She spoke of the possibility of a future city boundary line adjustment that would place one of the three buildings in the project in West Bountiful and two buildings in Centerville. Councilmember Summerhays commented that Centerville would have 66.8% of the land in the project and 64% of the building square footage.

Councilmember Hirst **moved** to approve Resolution No. 2023-20 entering into an Interlocal Agreement with West Bountiful for development of the Centerville Flex Project by Stokes Stevenson located at approximately 1250 West 200 South. Councilmember McEwan seconded the motion, which passed by unanimous vote (5-0).

QUALTRICS DATA COLLECTION AND SURVEY SOFTWARE AGREEMENT – QUALTRICS, LLC

Ms. Romney said staff recommended the City enter into a contract with Qualtrics for data collection and survey software for the upcoming General Plan project and the planned branding effort. Finance Manager Nate Plaizier said funding would come from the General Fund line item in the budget. Councilmember Hirst said she was not sure enough money was set aside for the General Plan as it was, and asked if the contract should be postponed. Councilmember Mecham said she agreed, and would prefer to only start paying when the services were needed. Ms. Romney suggested the Council approve the agreement that evening with a possible stipulation that the agreement was only to be signed when the City was ready to begin using the services. Councilmember Mecham commented that Centerville was a small community that could only

1 afford a limited amount of technology. Ms. Romney expressed the opinion that the services from
2 Qualtrics would be important to the upcoming projects.

3
4 Administrative Services Director Bryce King said he would prefer to have access to the
5 software sooner than later to have time to build it on the back end. He said he would be
6 comfortable with an effective date of August 1, 2023. Councilmember Summerhays suggested
7 allocating a portion of the annual cost in the future to departments that utilized the services.
8 Councilmember Hirst expressed agreement.

9
10 Councilmember Hirst **moved** to approve the Qualtrics Data Collection and Survey
11 Software Agreement to implement Qualtrics data collection and surveying services for various
12 City projects and research, with an effective date to be determined by staff when ready to use the
13 services. Councilmember Mecham seconded the motion, which passed by unanimous vote (5-0).

14
15 **CASELLE CONNECT – SOFTWARE SERVICES AGREEMENT – CASELLE, INC.**

16
17 Mr. Plaizier said the City currently used software provided by Caselle, Inc. for accounting,
18 payroll, and utility management. The data was currently housed on a server owned and operated
19 by the City. Mr. Plaizier recommended approval of a new agreement with Caselle for a cloud-
20 based “hosted solution” version of Caselle Connect software. Caselle would host the server,
21 perform daily backups of the server’s data, and perform the software updates. He said staff
22 believed the agreement would provide more security for financial data and alleviate time spent by
23 the City’s Information Technology employee. The cost of the service would be \$30,936, with a 5%
24 discount if paid annually. Mr. Plaizier commented that the City’s current server was nearing the
25 end of its lifespan. Councilmember McEwan said he believed the pricing was reasonable.

26
27 Councilmember Hirst **moved** to approve the Caselle Connect Software Services
28 Agreement with Caselle, Inc. for accounting, payroll, and utility management software.
29 Councilmember Mecham seconded the motion, which passed by unanimous vote (5-0).

30
31 **MUNICIPAL CODE AND PERSONNEL POLICIES AMENDMENTS – EMPLOYEE**
32 **APPEALS AND EMPLOYEE APPEAL BOARD**

33
34 City Attorney Lisa Romney explained proposed amendments to the Municipal Code and
35 Personnel Policies regarding employee appeals and employee appeal board. She said the
36 outside counsel hired to represent the appeal board had reviewed the proposed amendments and
37 recommended minor non-substantive changes, and requested the Council include the non-
38 substantive changes in the motion.

39
40 Councilmember Summerhays **moved** to approve Ordinance No. 2023-13 amending
41 various provisions of the Centerville Municipal Code regarding employee appeals and the
42 employee appeal board, and Resolution No. 2023-19 amending various provisions of the
43 Centerville Personnel Policies regarding employee appeals, employee grievances, and pre-
44 disciplinary action hearings, including non-substantive changes approved by staff.
45 Councilmember Hirst seconded the motion, which passed by unanimous vote (5-0).

46
47 **WATERLINE EASEMENT – CENTERVILLE CORPORATE PARK SUBDIVISION LOT 1**
48 **– J&S PURPURA VENTURES, LLC**

49
50 Ms. Romney said the owner of Lot 1 of the Centerville Corporate Park Subdivision had
51 agreed to grant the City a 7-foot-wide culinary waterline easement adjacent to the existing 7-foot
52 public utility easement along the south property line of Lot 1 of the Centerville Corporate Park
53 Subdivision (MTC Lot). The purpose of the easement would be to install culinary waterlines and

1 fire hydrants for additional fire protection to the MTC easterly building and Zion's Bank. The new
2 7-foot waterline easement would be exclusive to Centerville City. City Engineer Kevin Campbell
3 said the owner of the Lot had not requested any compensation.
4

5 Councilmember Hirst **moved** to accept the Waterline Easement for Lot 1 of the Centerville
6 Corporate Park Subdivision from J&S Purpura Ventures, LLC. Councilmember Summerhays
7 seconded the motion, which passed by unanimous vote (5-0).
8

9 **SUMMARY ACTION**

- 10
11 1. Water Department Vehicle Purchase – purchase of two trucks for the Water
12 Department for \$42,498.00 each (\$84,996 total).
13 2. Streets Department Vehicles and Plow Equipment Purchase – purchase of an
14 International CV with plow equipment (\$151,671.95) and a Ford F-550 Chassis
15 \$58,885).
16

17 Public Works Director Mike Carlson answered questions from the Mayor and Council.
18 Councilmember Hirst **moved** to approve both Summary Action items as listed. Councilmember
19 Summerhays seconded the motion, which passed by unanimous vote (5-0).
20

21 **MINUTES REVIEW AND APPROVAL**

22
23 Minutes of the June 20, 2023 Work Session and Council Meeting, and June 27, 2023
24 Special Council Meeting were reviewed. Councilmember Hirst requested amendments to the
25 June 20, 2023 Council Meeting. Councilmember McEwan **moved** to approve the June 20, 2023
26 Work Session minutes, June 20, 2023 Council Meeting minutes as amended, and June 27, 2023
27 Special Council Meeting minutes. Councilmember Summerhays seconded the motion, which
28 passed by unanimous vote (5-0).
29

30 **FINANCIAL REPORT**

31
32 Mr. Plaizier presented a financial report for the fourth quarter of FY 2023 ending June
33 2023, and answered questions from the Council. He pointed out the City had not yet received all
34 invoices for FY 2023, so some of the numbers would change before the final FY 2023 report. Mr.
35 Plaizier reported the City had made the final payment on the loan from the South Davis Recreation
36 District for the Community Park Expansion.
37

38 Councilmember Ince left the meeting at 8:26 p.m.
39

40 **COUNCIL REPORT**

41
42 Councilmember Hirst provided an update on Centerville Deuel Creek Irrigation Company.
43 Councilmember Summerhays reported the South Davis Recreation Board passed a motion by
44 majority vote to move forward with a 125% levy increase. Councilmember Hirst updated the
45 Council regarding Parks and Recreation Committee summer activities.
46

47 **MAYOR REPORT**

- 48
49 • Mayor Wilkinson reported on participating in a recent Weber Basin Water tour. He said
50 he became interested during the tour in learning more about development of additional
51 water resources given the growing need in Utah.
52 • Mayor Wilkinson expressed appreciation for everyone involved in organizing the
53 recent 4th of July parade and celebration.

- The Mayor reported CenterPoint Legacy Theatre was interviewing candidates for the Executive Director position.

CITY MANAGER REPORT

- Mr. Carlson updated the Council on the status of the Church Well, and shared his idea to install two AC pumps to replace the former AC pump and DC pump. He suggested adding the ability to attach a generator to be able to use the Well in case of an emergency. Councilmember Mecham suggested implementing hours of operation when the Well was repaired in consideration for those who lived nearby. Mr. Carlson suggested scheduling a work session for discussion of access to the Well when repairs were completed.

ADJOURNMENT

At 9:03 p.m., Councilmember McEwan **moved** to adjourn the meeting, and Councilmember Summerhays seconded the motion. The motion passed by unanimous vote (4-0).

Jennifer Robison, City Recorder

Date Approved