



CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD A REGULAR MEETING AT 7:00 PM ON OCTOBER 15, 2024 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/87125812801?pwd=AU6Ebv8kNyd1ubtmO2BX2RbsC7V5sB.1>

Meeting ID: 871 2581 2801

Passcode: 914383

B. CALL TO ORDER

1. **ROLL CALL**
2. **LEGISLATIVE PRAYER OR THOUGHT**
Councilmember Robyn Mecham
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. BUSINESS ITEMS

Business action or discussion items to be considered.

1. Public Hearing - Zoning Code Amendment - Signs in Parrish Lane Gateway Commercial District and Signs In Commercial Zones - CZC 12.54.120 (Sign in the Parrish Lane Gateway Commercial District) and CZC 12.54.130 (Signs in Commercial Zones)
Consider amendments to Sections 12.54.120 and 12.54.130 of the Centerville Zoning Code regarding Signs in Parrish Lane Gateway Commercial District and Signs in Commercial Zones - Ordinance No. 2024-16
2. Black & McDonald Street Light Maintenance Agreement
Consider entering into a Street Light Maintenance Agreement with Black & McDonald for street light maintenance and repair services.
3. Previdence Wellness Platform Service Agreement for Police Department
Consider entering into the Previdence Wellness Platform Service Agreement and related

documents for mental health and wellness services for Police Department members, spouses, dependents, and retirees.

E. 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
October 1, 2024 Work Session Minutes
October 1, 2024 City Council Minutes

F. FINANCIAL REPORT

The Finance Director may provide monthly or quarterly financial reports as required by law.

1. Quarterly Financial Report
Quarterly Financial Report - September 2024

G. COUNCIL REPORT

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

1. Councilmember Brian Plummer
Councilmember Brian Plummer will report on committee assignments, including Centerville Citizen Corps and Tree Board

H. MAYOR REPORT

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

I. CITY MANAGER REPORT

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

J. 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 pending or reasonably imminent litigation and attorney-client matters privileged under Utah Code 78B-1-137

K. 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

CITY COUNCIL

Staff Report

10/15/2024

Item No. 1.

Title: Public Hearing - Zoning Code Amendment - Signs in Parrish Lane Gateway Commercial District and Signs In Commercial Zones - CZC 12.54.120 (Sign in the Parrish Lane Gateway Commercial District) and CZC 12.54.130 (Signs in Commercial Zones)

Initiated By: Community Development Department

Staff Representative: Mike Eggett, Community Development Director

SUBJECT:

Consider amendments to Sections 12.54.120 and 12.54.130 of the Centerville Zoning Code regarding Signs in Parrish Lane Gateway Commercial District and Signs in Commercial Zones - Ordinance No. 2024-16

RECOMMENDATION:

Approve Ordinance No. 2024-16 amending Sections 12.54.120 and 12.54.130 of the Centerville Zoning Code regarding Signs in Parrish Lane Gateway Commercial District and Signs in Commercial Zones

BACKGROUND:

On October 1, 2024, this matter was tabled by the City Council with a directive for City staff to work on additional requested amendments to the Sign Ordinance for signage along Frontage Road. City staff has since worked on making these additional amendments and the outcome of that effort is provided within this packet for further discussion of this matter.

The petitioner, the Centerville City Community Development Department (CDD), desires to amend the Centerville Zoning Ordinance to alter sections of the Sign Ordinance as found in CZC 12.54.120 and 12.54.130. The Centerville CDD is seeking to amend this section of zoning code to: (1) amend standards for free-standing sign heights along Frontage Road (extending to the southern end of the City along Frontage Road); (2) amend standards for free-standing signage in a planned center within the Frontage Road area (extending to the southern end of the City on Frontage Road); and (3) amend standards in CZC 12.54.130 to clarify how free-standing planned center signs are allowed to be matching standards of CZC 12.54.120. There is also some suggested clean-up that has been identified in these sections during review with the Planning Commission. The CDD is requesting to modify these sections of the Sign Ordinance to provide more flexibility, visibility, and opportunity for businesses facing I-15 as located along the south end of Frontage Road. Further, the CDD is requesting to amend these sections of the Sign Ordinance in order to clarify and clean up some conflicts between CZC 12.54.120 and CZC 12.54.130.

ATTACHMENTS:

1. Ord 2024-16, 12.54.120-(free-standing signs)-amd1
2. 12.54.120 & 12.54.130 Sign Code Amend Final Draft
3. 10-15-2024 CC Transmittal Report - Zone Code Amendment - CZC 12.54.120 and 12.54.130 Signage Ord Amend - CDD, Applicant
4. LED Info Google Search with Google AI research findings

5. Pub Hear Notice CC - Sign Amend Proposal
6. 09-11-2024 PC Staff Report Zone Text Amendment - 12.54.120 & 12.54.130, Sign Ord Amend, CDD Applicant
7. Frontage Road Sign Links and Outline- CC
8. Frontage Sign Code Visuals

ORDINANCE NO. 2024-16

AN ORDINANCE AMENDING SECTION 12.54.120 OF THE CENTERVILLE ZONING CODE REGARDING SIGNS IN THE PARRISH LANE GATEWAY COMMERCIAL DISTRICT AND AMENDING SECTION 12.54.130 OF THE SAME REGARDING SIGNS IN COMMERCIAL ZONES TO ALLOW INCREASED HEIGHT FOR CERTAIN FREE-STANDING SIGNS AND OTHER AMENDMENTS

WHEREAS, the City Council desires to amend Section 12.54.120 of the Zoning Code regarding Signs in the Parrish Lane Gateway Commercial District and Section 12.54.130 of the same regarding Signs in Commercial Zones to allow increased height for certain free-standing signs and other amendments as more particularly set forth herein; and

WHEREAS, the proposed amendments to the Zoning Code regarding free-standing sign heights and other amendments to the Sign Ordinance have been reviewed by the Planning Commission with a recommendation of approval to the City Council; and

WHEREAS, City Council has determined that the proposed amendments to the Zoning Code regarding free-standing sign heights and other amendments to the Sign Ordinance are in the best interest of the City and will provide for more flexibility, visibility, and opportunity for businesses located along certain portions of Frontage Road and will clarify certain conflicts between Section 12.54.120 and Section 12.54.130 regarding planned center signs; and

WHEREAS, the proposed amendments to the Zoning Code as set forth herein have been reviewed by the Planning Commission and the City Council and all appropriate public notices have been provided and appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Zoning Code.

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

Section 1. Amendment. Section 12.54.120 of the Centerville Zoning Code regarding Signs in Parrish Lane Gateway Commercial District is hereby amended to read in its entirety as more particularly set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 1. Amendment. Section 12.54.130 of the Centerville Zoning Code regarding Signs in Commercial Zones is hereby amended to read in its entirety as more particularly set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 3. Findings. The City Council makes the following findings regarding the Zoning Code Amendments adopted herein:

- (1) The City Council finds that the proposed text amendments are consistent with the goals, objectives, and policies of the General Plan.
- (2) The City Council finds that the proposed text amendments are in the best interests of maintaining the operations and growth of the commercial business community along the south end of Frontage Road.
- (3) The City Council finds that the proposed text amendments will provide new signage tools for commercial growth opportunities along the south end of Frontage Road.

- (4) The City Council finds that the proposed text amendments are in the best interests of commercial growth opportunities within Centerville City.
- (5) The City Council finds that the proposed amendments to CZC 12.54.120 (Signs in Parrish Lane Gateway Commercial District) and CZC 12.54.130 (Signs in Commercial Zones) meet the approval standards set forth in CZC 12.21.080(e).

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

Section 5. Omission Not a Waiver. The omission to specify or enumerate in this ordinance those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

Section 6. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, ON THIS 15th DAY OF OCTOBER, 2024.

ATTEST: CENTERVILLE CITY

Jennifer Robison, City Recorder

By: _____

Mayor Pro Tem Spencer Summerhays

Voting by the City Council:

	“AYE”	“NAY”	“ABSENT”
Councilmember Hayman	_____	_____	_____
Councilmember Hirst	_____	_____	_____
Councilmember Mecham	_____	_____	_____
Councilmember Plummer	_____	_____	_____
Councilmember Summerhays	_____	_____	_____

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

JENNIFER ROBISON, City Recorder

DATE: _____

RECORDED this ____ day of _____, 2024.

PUBLISHED OR POSTED this ____ of _____, 2024.

EXHIBIT A

Centerville Zoning Code Amendments to Section 12.54.120 and Section 12.54.130

12.54.120 Signs In Parrish Lane Gateway Commercial District

- (a) Parrish Lane Gateway Commercial District. The Parrish Lane Gateway Commercial District is defined as the central business area of commercial zoning east of I-15 both north and south of Parrish Lane, businesses in the Centerville Marketplace project, along 400 West, the Frontage Road to the City limit on the south and Marketplace Drive.
- (b) Signs Permitted. In addition to signs permitted in all zones, the following signs shall be allowed in the Parrish Lane Commercial District, subject to the conditions and restrictions set forth in this Section. Such signs may include any lawful commercial or non-commercial message.
 - (1) Wall Sign. The regulations of CZC 12.54.110(b)(1) shall apply.
 - (2) Low-Profile Sign. The regulations of CZC 12.54.110(b)(3) shall apply.
 - (3) Free-standing Sign. A free-standing sign may be allowed for a lot, parcel, or planned center. A free-standing sign shall meet the following requirements:
 - (A) Except as otherwise provided in this Subsection, total allowable sign area for a free-standing sign shall be 150 square feet plus an additional 10 square feet per tenant located (existing or approved) not to exceed 250 square feet in total sign area. ~~The Planning Commission may grant a conditional use permit for a free-standing sign over 250 square feet but not exceeding 500 square feet in accordance with the provisions of CZC 12.21.100.~~
 - (B) Except as otherwise provided in this Subsection, the maximum allowable height shall be 30 feet.
 - (C) Free-standing signs shall be located within an area at a distance sufficient from a street or intersection to provide clear vision for traffic. No portion of a sign shall be closer than five feet from any adjacent property line or right-of-way.
 - (D) A free-standing sign shall meet and/or exceed the standards for free-standing signs set forth in Subsection (5).
 - (E) Each free-standing sign shall be located in an area with a minimum of 1,000 square feet of landscaping. Landscaping and sign location details for such signs shall be reviewed and approved by the Planning Commission during site plan review.
 - (F) Pole covers shall be used for a free-standing sign in accordance with the standards set forth in this Chapter.
 - (G) A planned center may have one free-standing sign for each street upon which the center has frontage, not to exceed two free-standing signs per planned center.

(i) Free-standing signs for a planned center shall be compatible with the size, design, and character of the corresponding site and building design and should be of appropriate scale and character for the street on which they are located. These factors shall be reviewed and considered by the approving authority in determining whether to approve or deny the sign permit.

(4) Free-Standing Freeway-Oriented Sign. One free-standing freeway-oriented sign shall be allowed on commercially developed properties immediately abutting the I-15 right-of-way or Frontage Road that are within 600 feet north and south of the centerline of Parrish Lane, subject to the following requirements:

- (A) Such signs abutting the I-15 right-of-way shall not exceed 60 feet in height.
- (B) The maximum aggregate area for such signs abutting the I-15 right-of-way (counting one side of a double-faced sign) shall be 200 square feet.
- (C) Such signs abutting Frontage Road shall not exceed 50 feet in height.
- (D) The maximum aggregate area for such signs abutting Frontage Road (counting one side of a double-faced sign) shall be 165 square feet, and shall not include any changeable copy or digital elements.
- (E) Free-standing freeway-oriented signs shall not be located on the side of the property abutting Parrish Lane or Marketplace Drive.

(5) Free-Standing (Pole) Signs. Free-standing signs may be allowed as follows:

- (A) One free-standing sign shall be allowed as a permitted use on commercially developed property located outside a planned center.
- (B) A free-standing sign shall be prohibited for a pad site located within a planned center. Such property shall be limited to a low-profile sign, wall sign, and/or space within an approved free-standing sign in accordance with the provisions set forth in this Chapter.
- (C) Only one free-standing sign of any type shall be allowed for any property outside a planned center regardless of the number of street frontages.
- (D) Not more than 50% of allowable total sign copy area shall be used for changeable copy or electronic message center signs.

(6) Area Restrictions.

- (A) Frontage Road (800 West) (west side only): Free-standing, freeway-oriented signs shall be allowed on property abutting the west side of Frontage Road in accordance with the standards set forth in

Subsection (b)(4).

- (i) In instances where an eligible business chooses not to install a free-standing freeway-oriented sign, a 25 foot free-standing sign on Frontage Road may be allowed with a maximum of 100 square feet per lot or parcel.
 - (ii) A businesses that has more than one frontage shall be limited to no more than one free-standing sign of any type for the entire site. Such business and property may have a low-profile sign on any other frontage in accordance with the standards set forth in Subsection (b)(2).
- (B) Frontage Road to 400 West: Free-standing signs shall be allowed on property located between Frontage Road and 400 West (to the City limit on the south), including property abutting the east side of Frontage Road and the east side of 400 West, in accordance with the standards set forth in Subsection (b)(5).
- (i) Such The height for each free-standing sign located on Frontage Road shall be allowed up to 25 feet for the first 150 feet of frontage along Frontage Road. The height may then be increased one foot for every ten feet of frontage along Frontage Road in this area. The maximum height for each free-standing sign located on Frontage Road may not exceed 45 feet in height. All other free-standing signs in this area may not exceed 25 feet in height.
 - (ii) The maximum area for each free-standing sign in this area shall be one-half square foot of sign area (counting one side of a double-faced sign) for each one lineal foot of frontage on the street on which the sign faces, up to a maximum total area of 100-150 square feet.
 - (iii) A planned center may have one free-standing sign for each street upon which the center has frontage, not to exceed two free-standing signs per planned center.
- (ii) (a) Free-standing signs for a planned center shall be compatible with the size, design, and character of the corresponding site and building design and should be of appropriate scale and character for the street on which they are located. These factors shall be reviewed and considered by the approving authority in determining whether to approve or deny the sign permit.

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(iii) ~~Businesses that have more than one frontage shall be limited to no more than one free-standing sign of any type for the entire site.~~

(iv) ~~Businesses that are not located in a planned center and have more than one frontage shall be limited to one free-standing sign of any type for the entire site.~~

(v) Such property may have a low-profile sign on any other frontage in accordance with the standards for such signs set forth in Subsection (b)(2).

(vi) Electronic messaging signs:

1. ~~located along Frontage Road that utilize fluorescent lighting, incandescent lighting, or other similar non-digital lighting will be required to have screening and/or shielding along any edges of the sign area that are in the direction of residential areas;~~

(iv) 2. ~~located along Frontage Road that utilize LED lighting systems (that can be regulated and adjusted) and other similar digital lighting systems are not required to have screening and/or shielding, as long as the lighting is directionally lit away from residential areas.~~

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(C) Parrish Lane East of 400 West: Free-standing signs shall be allowed for individual businesses outside a planned center located east of 400 West. Signs for properties abutting the east side of 400 West shall be governed by provisions set forth in Subsection (b).

(i) Signs in this area shall not exceed 20 feet in height.

(ii) The area allowed for each sign shall be one-half square foot of sign (counting one side of a double-faced sign) for each lineal foot of frontage on the street on which the sign has frontage, up to a maximum of 80 square feet.

HISTORY

Adopted by Ord. [2016-20](#) on 7/15/2016

12.54.130 Signs In Commercial Zones

(a) Sign Allowed. In addition to signs permitted in all zones, the following signs shall be allowed in C-M, C-H, C-VH zones, not covered by this Chapter, subject to the conditions and restrictions set forth in this Section. Such signs may include any lawful commercial or non-commercial message.

(1) Wall (Flat) Signs. The regulations of CZC 12.54.110(b)(1) shall apply.

(2) Low-Profile Signs. The regulations of CZC 12.54.110(b)(3) shall apply. For qualified sites containing a free-standing sign, one low-profile sign shall be

allowed in addition to a free-standing sign on any other dedicated street frontage for the site.

- (3) Free-standing Planned Center Signs (Free-standing Signs). Free-standing Planned Center signs shall be allowed as a permitted use in the C-H and C-VH zones. ~~No more than one free-standing sign shall be allowed for any qualified site and~~ The regulations of CZC 12.54.120 shall apply to any such sign.

- (4) Free-standing Signs.

- (A) Free-standing signs shall be prohibited in the C-M zone.
- (B) A free-standing sign shall be allowed as a permitted use in the C-H and C-VH zones in accordance with the provisions of CZC 12.54.120.

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

CITY COUNCIL TRANSMITTAL REPORT

PETITIONER: COMMUNITY DEVELOPMENT DEPARTMENT
C/O MIKE EGGETT
655 NORTH 1250 WEST
CENTERVILLE, UT 84014
michael.eggett@centervilleutah.gov

APPLICATION: ZONING CODE TEXT AMENDMENT

APPLICATION REQUEST: AMEND THE ZONING CODE TEXT
REGARDING SIGNS IN PARRISH LANE
GATEWAY COMMERCIAL DISTRICT and
SIGNS IN COMMERCIAL ZONES (CZC 12.54.120
& 12.54.130)

PC RECOMMENDATION: CONSIDER APPROVAL OF THIS
ZONING CODE TEXT AMENDMENT
REQUEST

UPDATED BACKGROUND

This matter was last reviewed by the City Council on October 1st, 2024. At the conclusion of the discussion in this matter, the Council approved a motion to table the discussion and directed staff to work on modifying language for this zoning code text amendment proposal for signage along Frontage Road. Those modifications included a directive to provide proposed code language for a sliding scale standard for sign sizing allowance, a sliding scale standard for height allowance, and screening/shielding language for light bleed concerns directed towards residential areas in proximity to Frontage Road.

City staff worked on proposed updates to this zoning code text amendment language that hopefully reflects the directives from the City Council. As City staff worked on these

updates, it became clear that CZC 12.54.120(b)(6)(B)(ii) already provides a sliding scale requirement for maximum sizing allowance of signs along Frontage Road. With the proposed modification of sizing to a maximum of 150 square feet, it states:

- (ii) The maximum area for each free-standing sign in this area shall be one-half square foot of sign area (counting one side of a double-faced sign) for each one lineal foot of frontage on the street on which the sign faces, up to a maximum total area of 150 square feet.

So, the expectation to establish a sliding scale for sign sizing allowance along Frontage Road is already established in current code, with the only proposed change being the sizing maximum being moved up from 100 square feet to 150 square feet.

The next directed change was to establish a sliding scale for height allowance of signage along Frontage Road. A survey of existing business frontages (13 in total, with two owned by the same property owner family) was completed in order to work on this evaluation. The average frontage distance of the shorter frontages along Frontage Road was around 150 feet. The three longest frontage distances along Frontage Road were approximately 900 feet, 565 feet, and then 470 feet (where two property frontages are owned by the same property owner family). Based on these findings, City staff prepared proposed zoning code language to address the sliding scale standard for height allowance. The proposed language is as follows:

- (i) The height for each free-standing sign located on Frontage Road shall be allowed up to 25 feet for the first 150 feet of frontage along Frontage Road. The height may then be increased one foot for every ten feet of frontage along Frontage Road in this area. The maximum height for each free-standing sign located on Frontage Road may not exceed 45 feet in height. All other free-standing signs in this area may not exceed 25 feet in height.

Finally, the last change directive was to work on proposed zoning code language modifications for screening/shielding for light bleed concerns, specifically as may be impactful towards residential areas in proximity to Frontage Road. City staff did research regarding the directionality of LED lights. A Google search of the question “Are LED lights in electronic messaging signs directional?” yielded some quick results that have been included in the packet as a one sheet summary showing the results of this search. Further, upon research into the topic of light bleed and pollution from electronic messaging signs, it became quickly apparent that fluorescent lighting in messaging signs and incandescent lighting in messaging signs create a great deal of light bleed and pollution in all directions. However, LED lighting in electronic messaging signs can be set more directionally, use less electricity, and the light can even be further directed away from unwanted directions by the use of screen louvers with the signage. Additionally, LED lighted signs can be set at a specific

reading/viewing angle and are more capable of being adjusted and dimmed. As a result of these findings, the proposed language for modification for electronic messaging signs and associated lighting screening is as follows:

- (iv.) Electronic messaging signs:
 - 1. located along Frontage Road that utilize fluorescent lighting, incandescent lighting, or other similar non-digital lighting will be required to have screening and/or shielding along any edges of the sign area that are in the direction of residential areas;
 - 2. located along Frontage Road that utilize LED lighting systems (that can be regulated and adjusted) and other similar digital lighting systems are not required to have screening and/or shielding, as long as the lighting is directionally lit away from residential areas.

These are the only alterations that were added to the previously presented zoning code text amendment language for signage standards as established in CZC 12.54.120 and CZC 12.54.130. A public hearing was advertised for this proposed zoning code text amendment, due to the significant updates to this language. Public hearing notice was posted in accordance with State and City code requirements.

BACKGROUND

The petitioner, the Centerville City Community Development Department (CDD), desires to amend the Centerville Zoning Ordinance to alter sections of the Sign Ordinance as found in CZC 12.54.120 and 12.54.130. The Centerville CDD is seeking to amend this section of zoning code to: (1) amend standards for free-standing sign heights along Frontage Road (extending to the southern end of the City along Frontage Road); (2) amend standards for free-standing signage in a planned center within the Frontage Road area (extending to the southern end of the City on Frontage Road); and (3) amend standards in CZC 12.54.130 to clarify how free-standing planned center signs are allowed to be matching standards of CZC 12.54.120. There is also some suggested clean-up that has been identified in these sections during review with the Planning Commission. The CDD is requesting to modify these sections of the Sign Ordinance to provide more flexibility, visibility, and opportunity for businesses facing I-15 as located along the south end of Frontage Road. Further, the CDD is requesting to amend these sections of the Sign Ordinance in order to clarify and clean up some conflicts between CZC 12.54.120 and CZC 12.54.130. Please be aware that there are significant needs for further clean-up within the Sign Ordinance, 12.54, that will need to be reviewed by City Staff and legal, and then brought back for a Zoning Text Amendment request at a future date.

This proposed code amendment language was presented to the Planning Commission originally on August 14, 2024. Prior to participating in discussion of the request, the Planning Commission held a public hearing (advertised prior in accordance with State and City requirements) regarding the proposed zoning code text amendment language. There were no other public comments provided before or during the public hearing. Following the public hearing, the Planning Commission discussed the nature and zoning code text amendment with staff. At the conclusion of the discussion in this matter, this request was tabled by the Planning Commission (by a 5-0 decision) on August 14, 2024, to provide more time for City staff to collect more applicable information by completing a comparative survey of neighboring City Code standards for free-standing signage along I-15. The City staff was also directed to work on some additional minor changes to the proposed language by the Planning Commission during the meeting.

On September 11, 2024, City staff followed through with the requested comparative research and provided a packet of information to the Planning Commission that shares links and information to neighboring city codes for freeway frontages, UDOT signage standards, illustration of existing heights for signage along Frontage Road, and other associated information. During the meeting, City staff also provided a brief presentation regarding these findings. Additionally, as directed by the Commission, the requested zoning text amendments regarding signage and additional text amendment to clarify the boundaries of the associated signage district were presented at this meeting. A second public hearing regarding the amended zoning code text proposal was also held as a component of this September 11, 2024 meeting. Following the public hearing regarding these proposed amendments, the Planning Commission further discussed the updated zoning text amendment proposal and approved a motion (by a 4-0 voting decision) recommending City Council approval of the proposed zoning code text amendment language. The most current version of this proposed zoning code text amendment language is provided following summary.

PLANNING COMMISSION RECOMMENDATION

Commissioner Jorgensen made a motion for the Planning Commission to **recommend to the City Council approval** of the request from the Centerville Community Development Department for a Zoning Code Text Amendment regarding CZC 12.54.120 “Signs in Parrish Lane Gateway Commercial District” & CZC 12.54.130 “Signs in Commercial Zones”, with the following reasons for action (findings). Commissioner Larsen seconded the motion, which passed unanimously (4-0).

The reasons for action (findings) are provided on the attached Planning Commission meeting reporting document.

PLANNING COMMISSION VOTE ON THE MOTION (4-0)

CITY

COMMISSIONER	AYE	NAY	ABSENT	ABSTENTION
Kjar (Chair)	X			
Hoth	X			
Larsen	X			
Patterson			X	
Jorgensen	X			
Moss			X	
Jenkins			X	

COUNCIL SAMPLE MOTIONS

Based on the information provided by the Planning Commission, the Community Development Department, and as heard during the public hearing, the City Council may make a motion to approve this updated zoning code text amendment proposal request, approve this request with suggested amendment and/or modification, table the matter to a later date, or deny the request. With any of these decisions appropriate findings of fact should be provided. Sample motions for the City Council's convenience are located below with some suggested findings of fact.

#1 – APPROVE

I hereby make a motion to APPROVE Ordinance No. 2024-16, an ordinance amending Section 12.54.120 of the Centerville Zoning Code regarding Signs in the Parrish Lane Gateway Commercial District and amending Section 12.54.130 of the same regarding Signs in Commercial Zones to allow increased height for certain free-standing signs and other amendments, based on the following reasons for action (findings):

- 1. The City Council finds that the proposed text amendments are consistent with the goals, objectives, and policies of the General Plan.*
- 2. The City Council finds that the proposed text amendments are in the best interests of maintaining the operations and growth of the commercial business community along the south end of Frontage Road.*
- 3. The City Council finds that the proposed text amendments will provide new signage tools for commercial growth opportunities along the south end of Frontage Road.*
- 4. The City Council finds that the proposed text amendments are in the best interests of commercial growth opportunities within Centerville City.*
- 5. The City Council finds that the proposed amendments to CZC 12.54.120 (Signs in Parrish Lane Gateway Commercial District) and CZC 12.54.130 (Signs in Commercial Zones) meet the approval standards set forth in CZC 12.21.080(e).*

#2 – APPROVE WITH ANY PROPOSED ADDITIONAL AMENDMENTS

I hereby make a motion to APPROVE Ordinance No. 2024-16, an ordinance amending Section 12.54.120 of the Centerville Zoning Code regarding Signs in the Parrish Lane Gateway Commercial District and amending Section 12.54.130 of the same regarding Signs in Commercial Zones to allow increased height for certain free-standing signs and other amendments, with the language amendment to the request (as provided by the City Council) as follows _____, based on the following reasons for action (findings):

- 1. The City Council finds that the proposed text amendments are consistent with the goals, objectives, and policies of the General Plan.*
- 2. The City Council finds that the proposed text amendments are in the best interests of maintaining the operations and growth of the commercial business community along the south end of Frontage Road.*
- 3. The City Council finds that the proposed text amendments will provide new signage tools for commercial growth opportunities along the south end of Frontage Road.*
- 4. The City Council finds that the proposed text amendments are in the best interests of commercial growth opportunities within Centerville City.*
- 5. The City Council finds that the proposed amendments to CZC 12.54.120 (Signs in Parrish Lane Gateway Commercial District) and CZC 12.54.130 (Signs in Commercial Zones) meet the approval standards set forth in CZC 12.21.080(e).*

#3 – TABLE

I hereby make a motion to TABLE the request from the Centerville Community Development Department for a Zoning Code Text Amendment regarding CZC 12.54.120 “Signs in Parrish Lane Gateway Commercial District” & CZC 12.54.130 “Signs in Commercial Zones” until such a time as _____.

#4 – DENY

I hereby make a motion to DENY the request from the Centerville Community Development Department for a Zoning Code Text Amendment regarding CZC 12.54.120 “Signs in Parrish Lane Gateway Commercial District” & CZC 12.54.130 “Signs in Commercial Zones”, with the following reasons for action (findings):

- 1. The City Council finds that the proposed text amendments are inconsistent with the goals, objectives, and policies of the General Plan.*
- 2. The City Council finds that the proposed text amendments are not a benefit to nor in the best interests of the operations and growth of the commercial business community along the south end of Frontage Road.*

3. *The City Council finds that the proposed text amendments are not a benefit to nor in the best interests of commercial growth within Centerville City.*
4. *Therefore, the City Council finds that the request for a Zoning Code Text Amendment regarding CZC 12.54.120 “Signs in Parrish Lane Gateway Commercial District” & CZC 12.54.130 “Signs in Commercial Zones” should not be approved.*

Per Google Search with Google AI research findings below

Are LED lights in electronic messaging signs directional?

AI Overview

AI Overview

[Learn more...Opens in new tab](#)

Yes, LED lights in electronic messaging signs are directional:

- **Directional light**
LED lights emit light in a specific direction, unlike other types of bulbs that emit light in all directions.
- **Viewing angle**
LED signs have a specified viewing angle, which is the angle at which the brightness is half of what it is when viewed directly.
- **Energy efficiency**
LED lights are more energy efficient than other types of bulbs, using 50-75% less electricity.
- **Sign louvers**
Sign louvers are used to reduce the amount of light that spills away from the viewer.
- **Reading angle**
The reading angle is the position at which viewers can read the LED message.

LED lights can be used in a variety of signs, including:

- **Directional/navigational signs:** LED elements can be added to the sign's cabinet to make it more visible.
- **Electronic message centers:** These can be freestanding, mounted to walls, or in the form of monument signs.
- **LED ticker displays:** These are horizontal or vertical strips that display scrolling text messages.

Generative AI is experimental.

Accessed Google Search on October 8, 2024, "Are LED lights in electronic messaging signs directional?";

<https://www.google.com/search?q=are+led+lights+in+electronic+messaging+signs+directional&>

[rlz=1C1CHBD_enUS1098US1098&oq=&gs_lcrp=EgZjaHJvbWUqCQgBEEUYOxjCAzIJCAAQRg7GMIDMgkIARBFGDsYwgMyCQgCEEUYOxjCAzIJCAMQRRg7GMIDMgkIBBBFGDsYwgMyCQgFEEUYOxjCAzIJCAYQRRg7GMIDMgkIBxBFGDsYwgPSAQkyMzkwajBqMTWoAgiwAgE&sourceid=chrome&ie=UTF-8](https://www.google.com/search?q=1C1CHBD_enUS1098US1098&oq=&gs_lcrp=EgZjaHJvbWUqCQgBEEUYOxjCAzIJCAAQRg7GMIDMgkIARBFGDsYwgMyCQgCEEUYOxjCAzIJCAMQRRg7GMIDMgkIBBBFGDsYwgMyCQgFEEUYOxjCAzIJCAYQRRg7GMIDMgkIBxBFGDsYwgPSAQkyMzkwajBqMTWoAgiwAgE&sourceid=chrome&ie=UTF-8)



October 11, 2024

Please see the following public hearing notices for October 15th, 2024

**CENTERVILLE CITY
ZONE CODE AMENDMENT NOTICE OF PUBLIC HEARING**

Notice is hereby given that the Centerville City Council will hold a public hearing on Tuesday, October 15th, 2024, at 7:00pm, or as soon thereafter as the matter can be heard, at the Centerville City Hall, 250 North Main Street, Centerville, Utah, regarding proposed Zone Code Text Amendment to CZC 12.54 concerning the Signs ordinances, specifically as it relates to proposed amendments for signage located in the Parrish Lane Gateway Commercial District (CZC 12.54.120) and signs located in Commercial Zones (CZC 12.54.130). If you have questions regarding this matter or would like further information, please contact Centerville City Community Development, at 801.292.8232 or visit the City's website at <https://centervilleutah.gov>.

Michael A. Eggett
Community Development Director

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

STAFF REPORT
AGENDA: ITEM 2

PETITIONER:	COMMUNITY DEVELOPMENT DEPARTMENT C/O MIKE EGGETT 655 NORTH 1250 WEST CENTERVILLE, UT 84014 <u>michael.eggett@centervilleutah.gov</u>
APPLICATION:	ZONING CODE TEXT AMENDMENT
APPLICANT REQUEST:	AMEND THE ZONING CODE TEXT REGARDING SIGNS IN PARRISH LANE GATEWAY COMMERCIAL DISTRICT and SIGNS IN COMMERCIAL ZONES (CZC 12.54.120 & 12.54.130)
RECOMMENDATION:	CONSIDER RECOMMENDING APPROVAL TO THE CITY COUNCIL

UPDATED BACKGROUND

This matter was previously tabled by the Planning Commission on August 14th, 2024, to allow staff time to further research this matter and bring comparative details back to the Commission for a future meeting discussion of this matter. City staff has followed through with the requested comparative research and has provided a packet of information that shares links and information to neighboring city codes for freeway frontages, UDOT signage standards, illustration of existing heights for signage along Frontage Road, and other associated information. During the meeting, City staff will provide a brief presentation regarding these findings. Additionally, as directed by the Commission, there was a need for a zoning text amendment regarding signage that is now reflected in this updated packet. Further, there was an additional signage text amendment that has been adjusted to clarify the boundaries of the associated signage district.

In accordance with State and City requirements, public hearing notice and posting was provided for this item on the agenda. There were no public comments provided by the date of this report.

Should any comments be received by staff thereafter, those comments will be shared with the Commission prior to the public hearing in this matter.

BACKGROUND

The petitioner, the Centerville City Community Development Department (CDD), desires to amend the Centerville Zoning Ordinance to alter sections of the Sign Ordinance as found in CZC 12.54.120 and 12.54.130. The Centerville CDD is seeking to amend this section of zoning code to: (1) amend standards for free-standing sign heights along Frontage Road (extending to the southern end of the City along Frontage Road); (2) amend standards for free-standing sign in a planned center within the Frontage Road area (extending to the southern end of the City on Frontage Road); and (3) amend standards in CZC 12.54.130 to clarify how free-standing planned center signs are allowed to be matching standards of CZC 12.54.120. The CDD is requesting to modify these sections of the Sign Ordinance to for more flexibility, visibility, and opportunity for businesses facing I-15 as located along the south end of Frontage Road. Further, the CDD is requesting to amend these sections of the Sign Ordinance in order to clarify and clean up some conflicts between CZC 12.54.120 and CZC 12.54.130. Please be aware that there are significant needs for further clean-up within the Sign Ordinance, 12.54, that will need to be reviewed by City Staff and legal, and then brought back for a Zoning Text Amendment request at a future date.

STAFF ANALYSIS AND COMMENTS

CZC 12.21.080(e) provides four factors to consider when reviewing a Zoning Code or Zoning Map Amendment Application. Only the first factor applies to Zoning Code Amendments. Factor number one considers “whether the proposed Zoning Code or Zoning Map amendment is consistent with goals, objectives, and policies of the General Plan”. There are a few sections of the General Plan that are applicable to this request, as this zoning code amendment would benefit signage opportunities within commercial planned centers and other commercial development areas along the south end of Frontage Road.

Applicable signage standards are referenced in the Neighborhood 2 district.

The Neighborhood 2 district, Southwest Centerville (located south of Parrish Lane from 1-15 on the west to Main Street on the east), in the section entitled “Parrish Lane Commercial Area” states, “where allowed, freestanding signs should be limited in size, well designed and become gradually smaller in height and size the further away the sign is located from Interstate-15.” This statement is in alignment with the Zoning Text Amendment request for CZC 12.54.120 and CZC 12.54.130, as the proposed height amendment would only be allowed along Frontage Road as facing Interstate-15. There is no further direction or guidance regarding signage along the south end of Frontage Road as found within the current Centerville General Plan.

As it relates to the General Plan analysis, please note that the City has started the process of comprehensively updating the General Plan. This process may impact the representation of signage interests and desires within the General Plan and the unique districts of the City. These updates may lead to further analysis and potential amendments to the Sign Ordinances (in CZC 12.54) in the future.

All this being said, special overlay districts (e.g. Parrish Lane Commercial), planned development overlay areas, and other similar agreed to directives or codified directives that further impact signing standards would still be applicable to the signage amendment proposals herein.

In summary, the zoning text amendment proposal to these specified sections of the Sign Ordinance is of benefit to the commercial district located along the south end of Frontage Road and, therefore, would be of benefit to the retail/commercial development interests of the City. The impact to other properties is of none to little impact to neighboring property owners, with greater benefit to this commercial area and the Centerville commercial community. Should this amendment be approved, Centerville businesses located along the south end of Frontage Road should have additional promotional flexibility though the use of these updated signage tools available to them. Again, this evaluation has led to an awareness that further work will need to be completed by City Staff for the Sign Code (CZC 12.54) as a whole.

Therefore, staff is of the opinion that the applicant's zoning text submittal (as found in the meeting packet) is in the City's best interests because it will provide more signage options and tools to Centerville businesses along south Frontage Road. It is for this reason that City Staff has provided the current recommendation in response to the applicant's request.

POSSIBLE MOTIONS

Based on the information provided by the Planning Staff and following the discussion among the Planning Commission, the Planning Commission may make a motion to recommend to the City Council approval of this request as submitted, approval of the request with any additional amendment, table the matter to a later date, or recommend denial of the proposed amendment. With any of these decisions appropriate findings of facts should be provided. Sample motions for the Planning Commission's convenience are located below.

#1 – APPROVE

I hereby make a motion for the Planning Commission to recommend to the City Council APPROVAL of the request from the Centerville Community Development Department for a Zoning Code Text Amendment regarding CZC 12.54.120 "Signs in Parrish Lane Gateway

Commercial District” & CZC 12.54.130 “Signs in Commercial Zones”, with the following reasons for action (findings):

- 1. The Planning Commission finds that the proposed text amendments are consistent with the goals, objectives, and policies of the General Plan.*
- 2. The Planning Commission finds that the proposed text amendments are in the best interests of maintaining the operations and growth of the commercial business community along the south end of Frontage Road.*
- 3. The Planning Commission finds that the proposed text amendments will provide new signage tools for commercial growth opportunities along the south end of Frontage Road.*
- 4. The Planning Commission finds that the proposed text amendments are in the best interests of commercial growth opportunities within Centerville City.*
- 5. Therefore, the Planning Commission finds that the request for a Zoning Code Text Amendment regarding CZC 12.54.120 “Signs in Parrish Lane Gateway Commercial District” & CZC 12.54.130 “Signs in Commercial Zones” should be positively recommended to the City Council.*

#2 – TABLE

I hereby make a motion for the Planning Commission to TABLE the request from the Centerville Community Development Department for a Zoning Code Text Amendment regarding CZC 12.54.120 “Signs in Parrish Lane Gateway Commercial District” & CZC 12.54.130 “Signs in Commercial Zones” until such a time as _____.

#3 – DENY

I hereby make a motion for the Planning Commission to recommend to the City Council DENIAL of the request from the Centerville Community Development Department for a Zoning Code Text Amendment regarding CZC 12.54.120 “Signs in Parrish Lane Gateway Commercial District” & CZC 12.54.130 “Signs in Commercial Zones”, with the following reasons for action (findings):

- 1. The Planning Commission finds that the proposed text amendments are inconsistent with the goals, objectives, and policies of the General Plan.*
- 2. The Planning Commission finds that the proposed text amendments are not a benefit to nor in the best interests of the operations and growth of the commercial business community along the south end of Frontage Road.*
- 3. The Planning Commission finds that the proposed text amendments are not a benefit to nor in the best interests of commercial growth within Centerville City.*

4. *Therefore, the Planning Commission finds that the request for a Zoning Code Text Amendment regarding CZC 12.54.120 “Signs in Parrish Lane Gateway Commercial District” & CZC 12.54.130 “Signs in Commercial Zones” should not be positively recommended to the City Council.*

City Links:

[12.54.120 Signs In Parish Lane Gateway Commercial District](#)

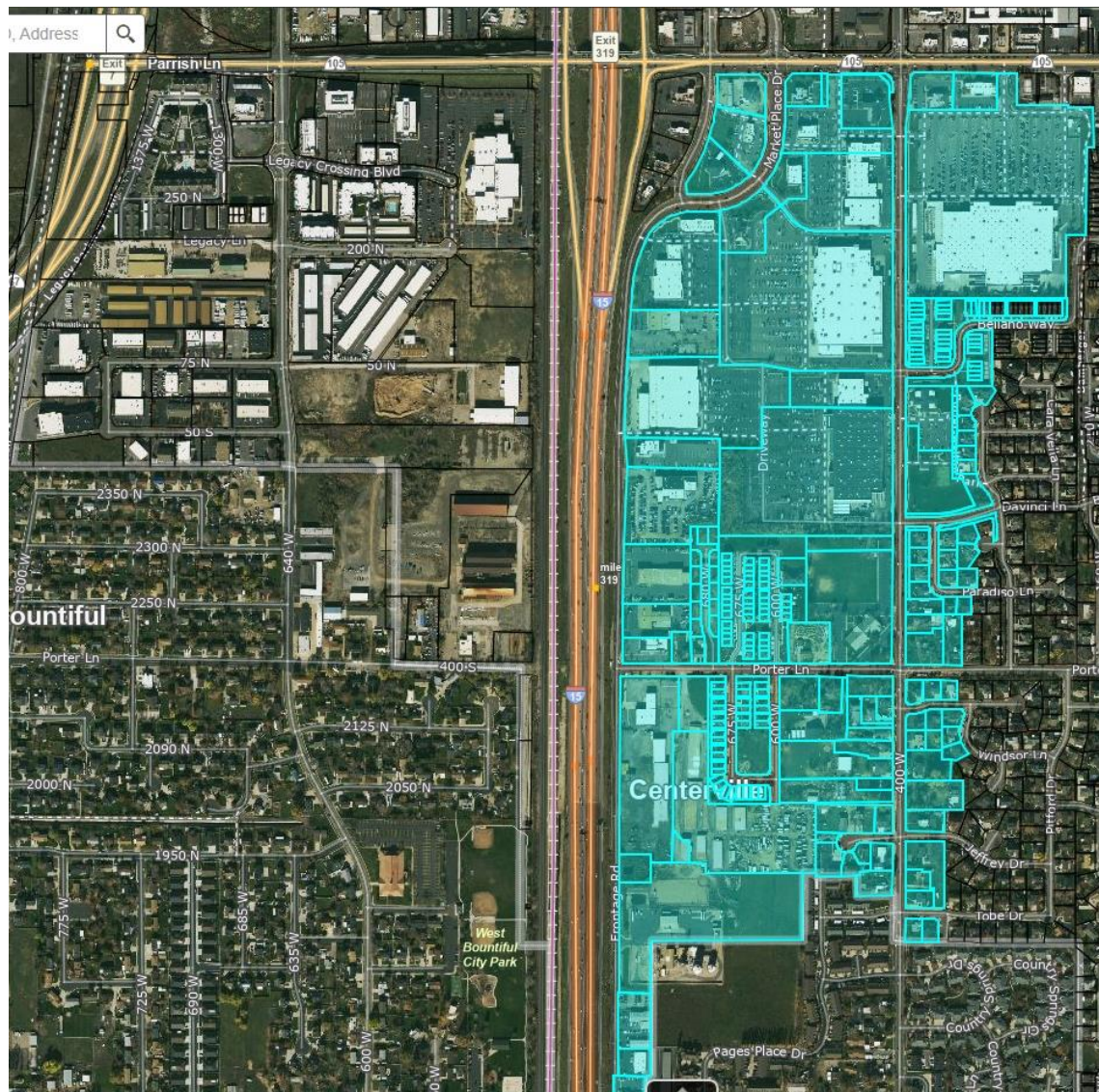
[City Zoning Map](#)

City Zoning Overview:

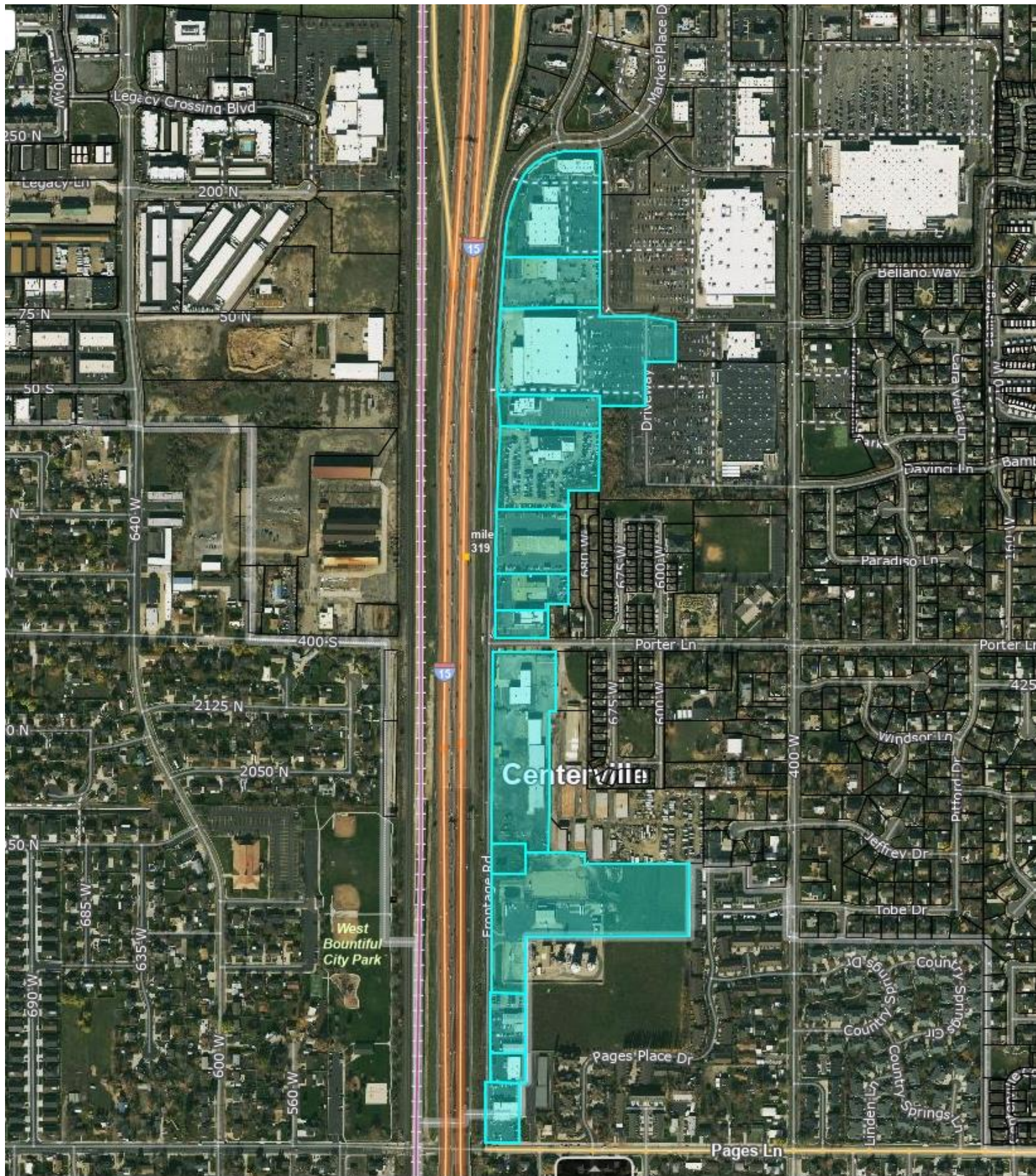
Municipal Code: 12.54.120 [Signs In Parrish Lane Gateway Commercial District](#); Subsection (b)(6) B Frontage Road to 400 West

Location: Properties located between Frontage Road and 400 West, including property abutting the east side of Frontage Road and the east side of 400 West

Requirements: Max Height- 25 ft, Max Area- 100 sq ft



Frontage Road Proposed Parcels



General Overview of Neighboring Municipalities:

	Applicable area	Signage “Face” Area	Height
Centerville	Properties located between Frontage Road and 400 West, including property abutting the east side of Frontage Road and the east side of 400 West	Current: 100 sq ft	Current: 25 ft
Centerville	Properties located along Frontage Road, starting at the split of Market Place Drive and Frontage Road and ending at Pages Lane	Proposed: 150 sq ft	Proposed: 45 ft
West Bountiful	Properties located within one hundred fifty (150) feet of the Interstate (I-15) freeway right-of-way	250 sq ft	60 ft
Bountiful	Immediately adjacent to the I-15 corridor or Frontage Road	60 sq ft for the first 100 street frontage, increments of 1 sq ft for 1 ft street frontage to the maximum 120 Sq. Ft	40 ft
Kaysville	Based on zones, with tier system set up and table	• 300 sq. ft. maximum within 300 feet of I-15 • 200 sq. ft. maximum within 3,000 feet of I-15 • 120 sq. ft. maximum at other locations (along I-15)	• 45 ft. maximum within 300 feet of I-15 • 30 ft. maximum within 3,000 feet of I-15 • 8 feet maximum at other locations (along I-15)
Layton	Based on Zones and Freeway corridor map provided in city code.	• Developed 200 sq ft • Undeveloped 300 sq ft	• 45 ft max
Woods Cross	Based on sign type not distance or zone. Need to be a Freeway Oriented Sign	3 sq ft per 1 ft of property frontage, Maximum 500 sq ft.	• 25 ft above the Interstate 15 grade level at a point perpendicular to the sign • With conditional use: Not to exceed fifty feet 50 ft in total height.

- West Bountiful sign code: [West Bountiful : Municipal Code \(municipalcodeonline.com\)](#).

Per 17. 48. 060 (N) they do not permit any more billboards, Per 17.48.080 (C) 5, "For properties located within one hundred fifty (150) feet of the Interstate (I-15) freeway right-of-way, one freeway-oriented sign may be permitted. The principal purpose of such signs must be to address freeway traffic. A freeway-oriented sign shall have a maximum sign area of two hundred fifty (250) square feet and a maximum height of sixty (60) feet. The edge of such signs must be set back at least two feet from property lines"

- Bountiful sign code: [CHAPTER 19 \(bountifulutah.gov\) Bountiful, Utah - MapGeo](#)

Bountiful actually only has a small portion of highway frontage. Most is West Bountiful or Woods Cross. But the zone they have abutting I-15 is Heavy Commercial. Their sign code relevant to this states: A lot or parcel with at least one hundred (100) linear feet of frontage shall be allowed one (1) freestanding sign of up to Sixty (60) square feet for the first one hundred (100) feet of lineal street frontage plus one (1) square foot for each lineal foot of frontage over one hundred (100), to a maximum of one hundred twenty (120) square feet total. Freestanding Freeway-Oriented Signs. A freestanding sign located immediately adjacent to the I-15 corridor or Frontage Road shall meet all the criteria of this section except that it shall not exceed forty (40) feet in height nor have a pole and/or pole cover that exceed four (4) feet in width.

- Kaysville sign code: [Kaysville : City Code \(municipalcodeonline.com\)](#)

Per **17-33-9 Signs Permitted By Zone** "Size: 1.5 sq. ft. per foot of frontage, up to 300 sq. ft. maximum within 300 feet of I-15; 1.5 sq. ft. foot of frontage, up to 200 sq. ft. maximum within 3,000 feet of I-15, or within 1,320 feet of another Principal Arterial Street; 1.5 sq. ft. per foot of frontage, up to 120 sq. ft. maximum at other locations. Height: 45 ft. maximum within 300 feet of I-15; 30 ft. maximum within 3,000 feet of I-15 or within 1,320 feet of another Principal Arterial Street, including the east side of West Davis Corridor (SR 177) 8 feet maximum at other locations. The base and structure of all on-premise ground signs beyond 300 ft. of I-15 shall be the same method of construction, style and design of the materials used in the construction of the building(s). The sign element shall be an integral part of the architecture and design of the site. The colors shall be subdued and unobtrusive. Signs with exposed metal supports or metal masking shall not be permitted."

- Layton Sign Code: [civiclinQ Code Hosting](#)

20.04.120 Detached Signs Information that pertains to this – Max 300 sq ft total sign area non-developed lot, 200 sq feet for developed lot. If parcel does not have public street frontage, Planning Commission may approve it on another lot.

Freeway sign corridor map is given in the code, see link:

[clients/100102/public/books/EVtvTBvsTHhEjsUpAsXV/file-uploads/Freeway Sign Corridor \(Appendix A\).pdf \(firebasestorage.googleapis.com\)](#) This shows all commercial properties along I-15 being permitted to have a height of 45 ft of front property line. This is an interesting distinction.

- Woods cross sign code: [Title 18: Signs \(woodscross.com\)](#)
Information that pertains to this - Per 12.27.116 (m) Pole Sign: "Pole signs require a sign permit from the City. (2) Pole signs are only allowed in the AP, C-3, C-2, C2-A, S-1, I-1, I-1A and I-2 zones. (3) Pole signs shall: (i) Not exceed a maximum height of twenty-five feet (25') from the base of the sign located on the natural grade of the site. Freeway-oriented signs, if approved as a conditional use may be erected to a height of twenty-five feet (25') above the Interstate 15 grade level at a point perpendicular to the sign; however, in no case may a freeway-oriented sign exceed fifty feet (50') in total height. Pole signs that are oriented toward Legacy Parkway shall not be entitled to increased height or size allowances similar to those allowed for Freeway oriented signs" Be limited to not more than one (1) free standing or ground sign for each street frontage that is accessed by vehicular traffic; the size of each sign shall not exceed three (3) square feet for each lineal foot of frontage of the street adjacent to the sign. No sign shall exceed three hundred (300) square feet. Freeway oriented signs, however, may be erected without limitation by reason of the lineal feet of frontage of the lot upon which situated to a size not to exceed five hundred (500) square feet in area.

UDOT:

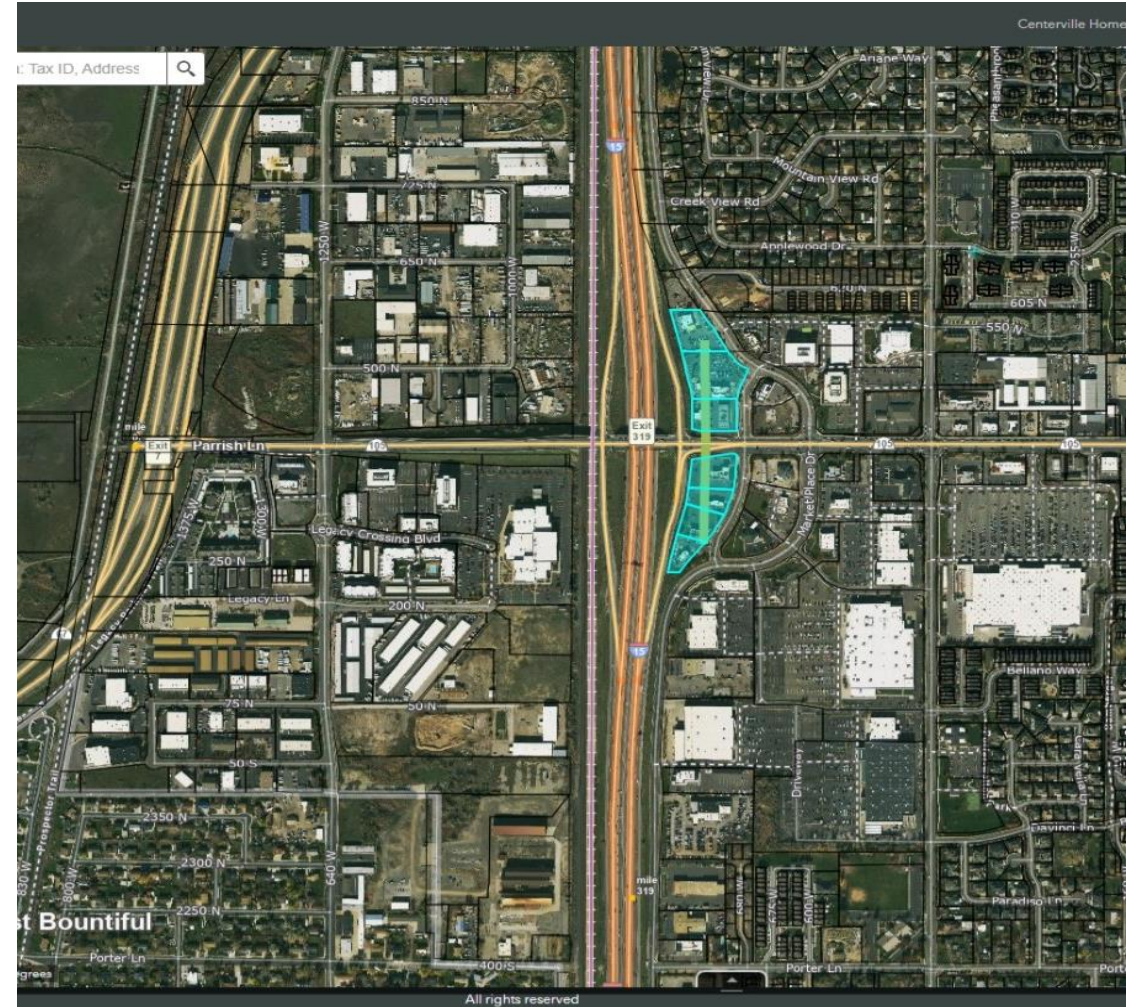
[Utah Outdoor Advertising Act](#)

Frontage Road

Sign Code Text Amendment

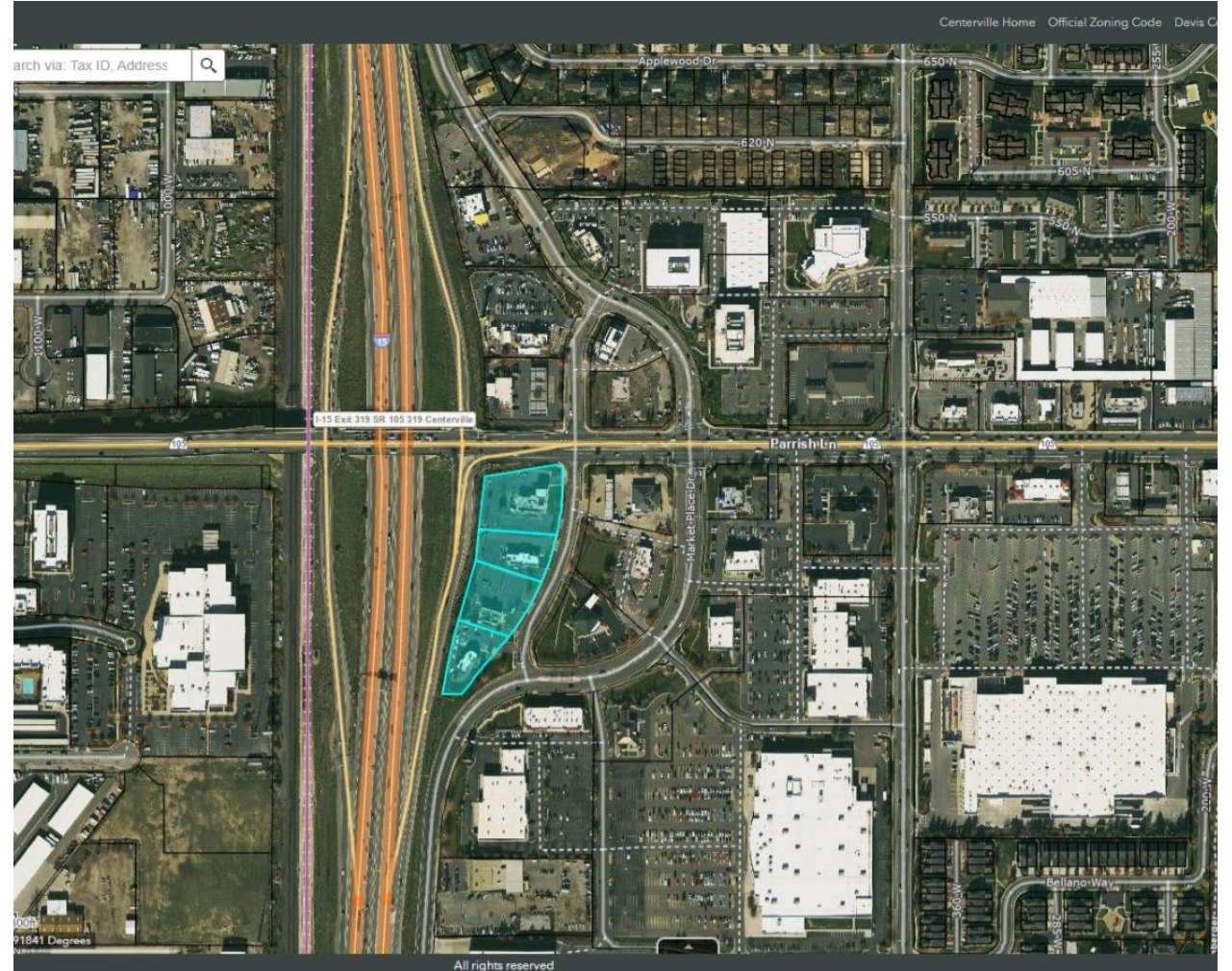
Zoning Code Overview

- **Municipal Code:** 12.54.120 [Signs In Parrish Lane Gateway Commercial District](#); Subsection (b)(4) Free-Standing Freeway-Oriented Sign
- **Location:** Properties immediately abutting the I-15 right-of-way or Frontage Road that are within 600 feet north and south of the centerline of Parrish Lane
- **Requirements:** Max Height- 60 ft on I-15 side of property and 50 ft when on Frontage Road side of property, Max Area- 200 sq ft on I-15 side of property and 165 sq ft when on Frontage Road side of property



Zoning Code Overview

- **Municipal Code:** 12.54.120
[Signs In Parrish Lane Gateway Commercial District;](#)
Subsection (b)(6) A Frontage Road (800 West) (West side only):
- **Location:** Properties abutting the west side of Frontage Road
- **Requirements:** Max Height- 60 ft on I-15 side of property and 50 ft when on Frontage Road side of property, Max Area- 200 sq ft on I-15 side of property and 165 sq ft when on Frontage Road side of property



Examples from the Highway



Examples Within City Limits



Zoning Code Overview

Municipal Code: 12.54.120

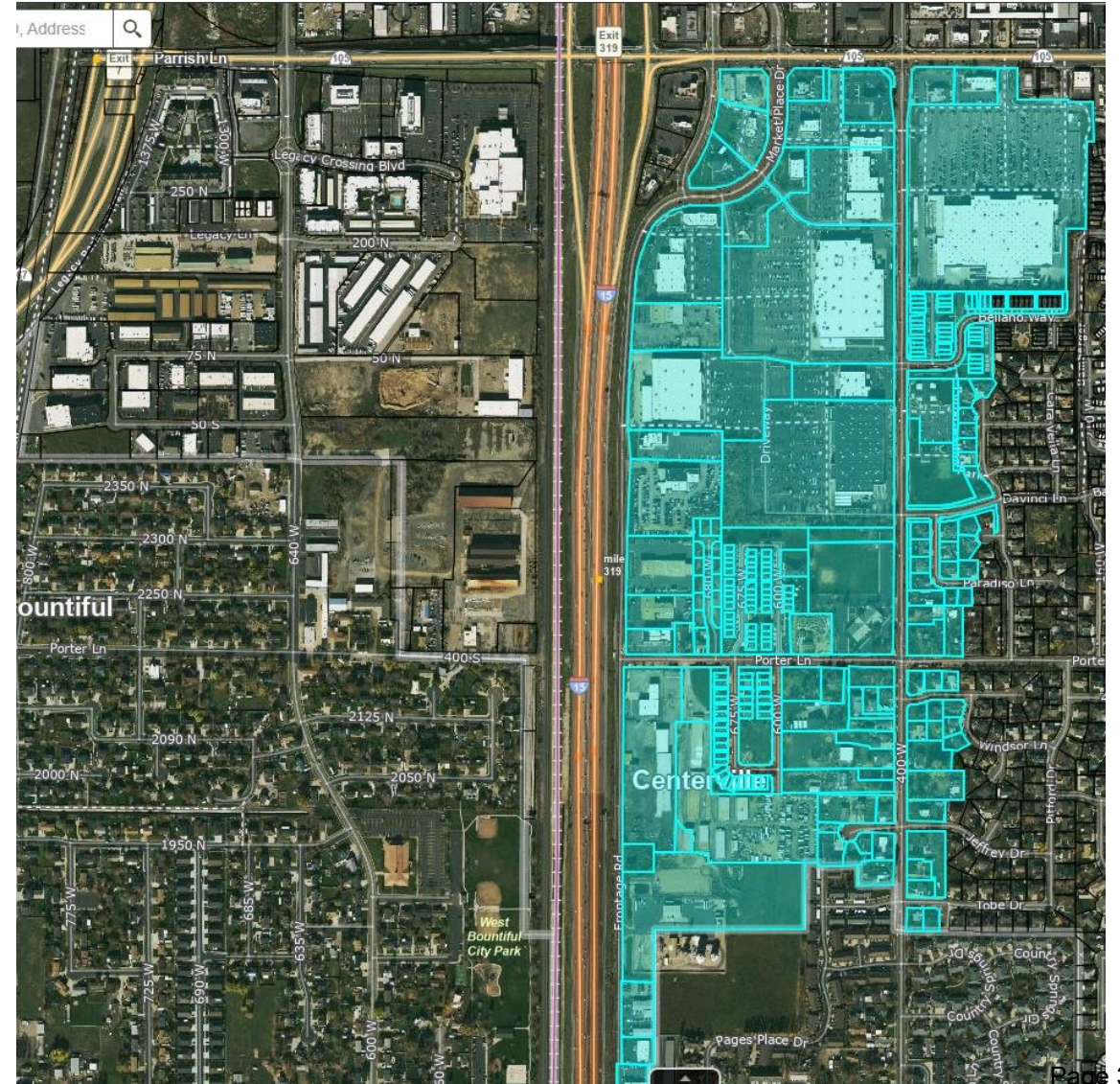
Signs In Parrish Lane

Gateway Commercial

District; Subsection (b)(6) B
Frontage Road to 400 West

Location: Properties located
between Frontage Road and
400 West, including property
abutting the east side of
Frontage Road and the east side
of 400 West

Requirements: Max Height-
25 ft, Max Area- 100 sq ft

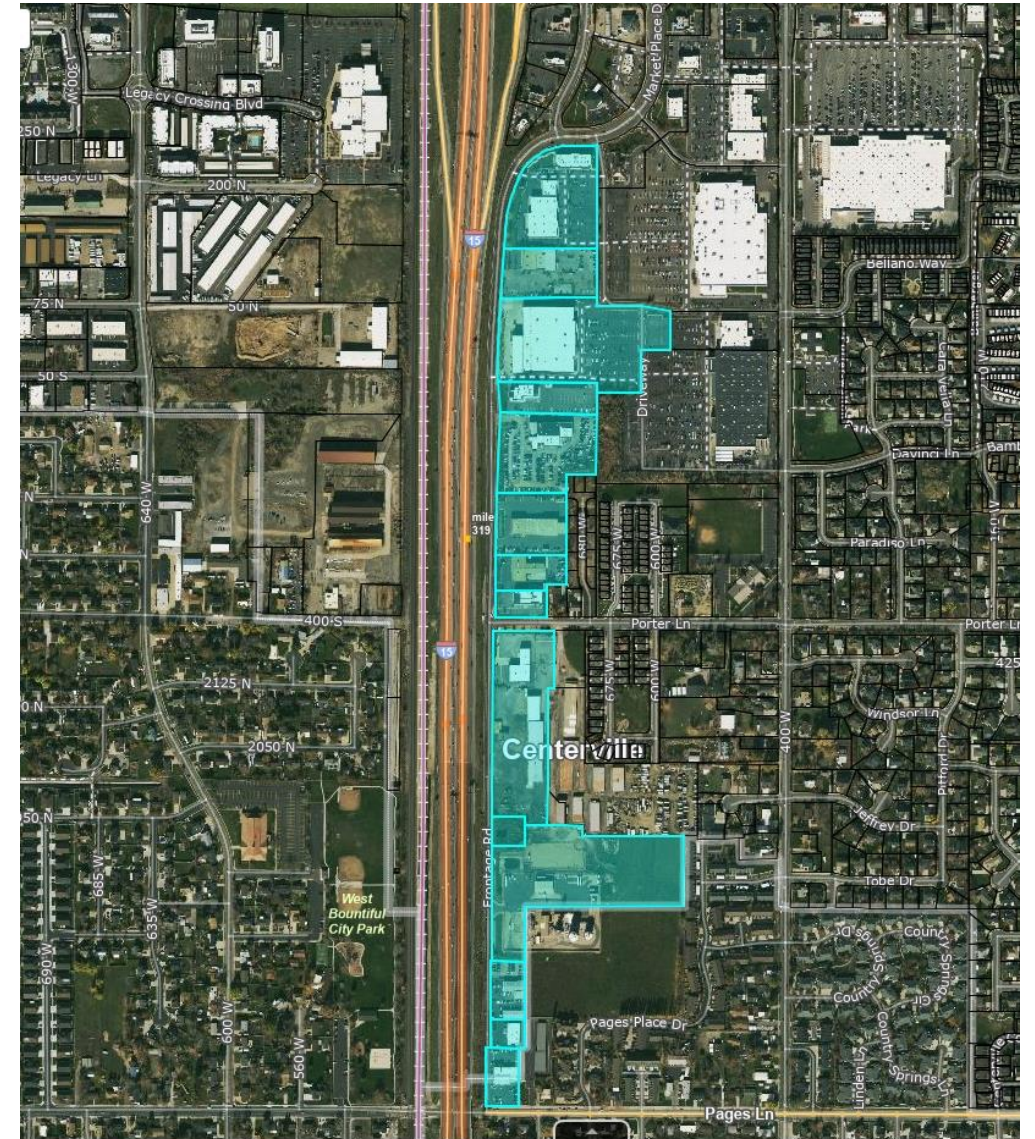


Zoning Code Overview

Frontage Road

Location: Properties located along Frontage Road, starting at the split of Market Place Drive and Frontage Road, and ending at Pages Lane

Distance: Little over half a mile (.58 miles, 3,065 feet).



Examples from the Highway



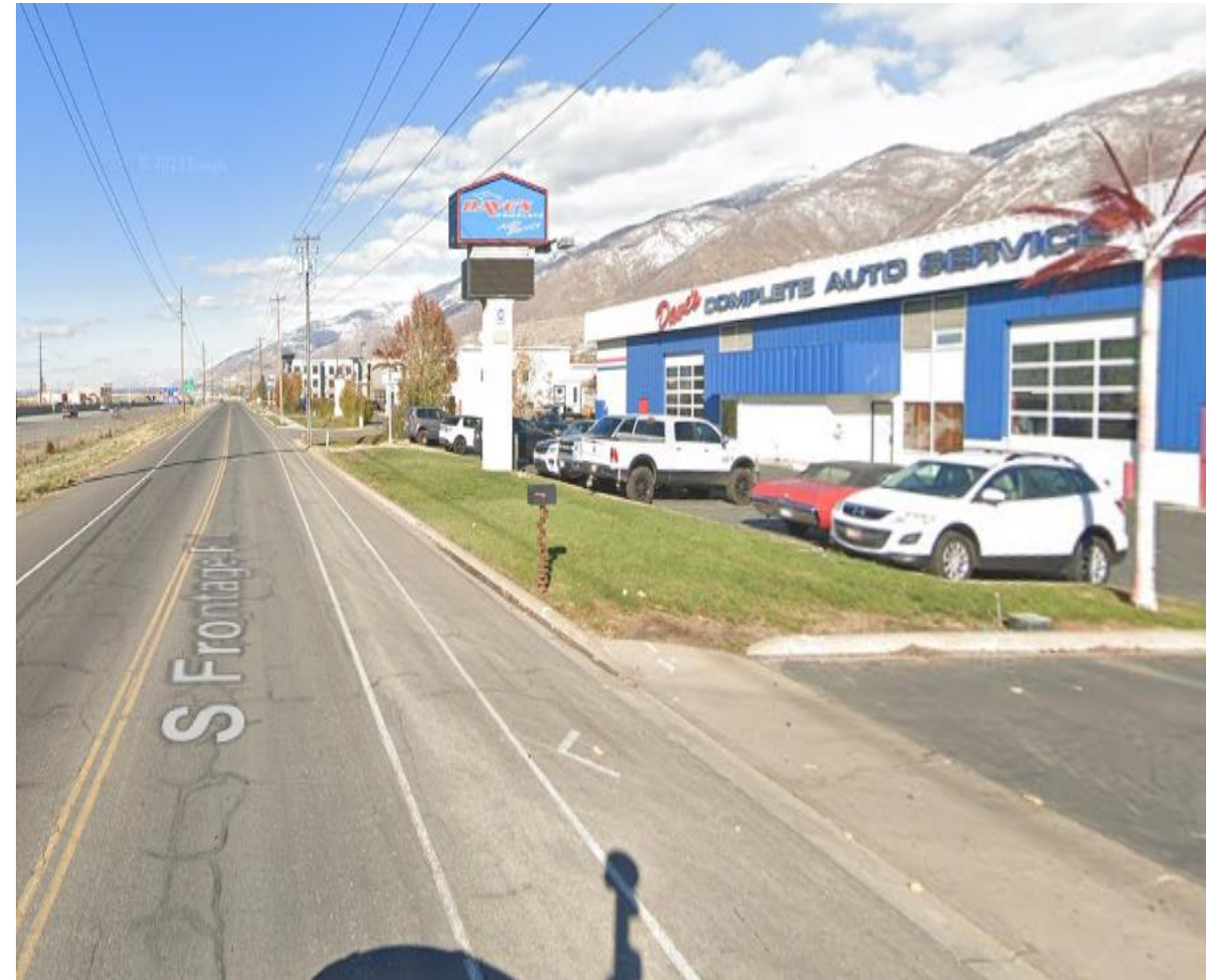
Examples from the Highway



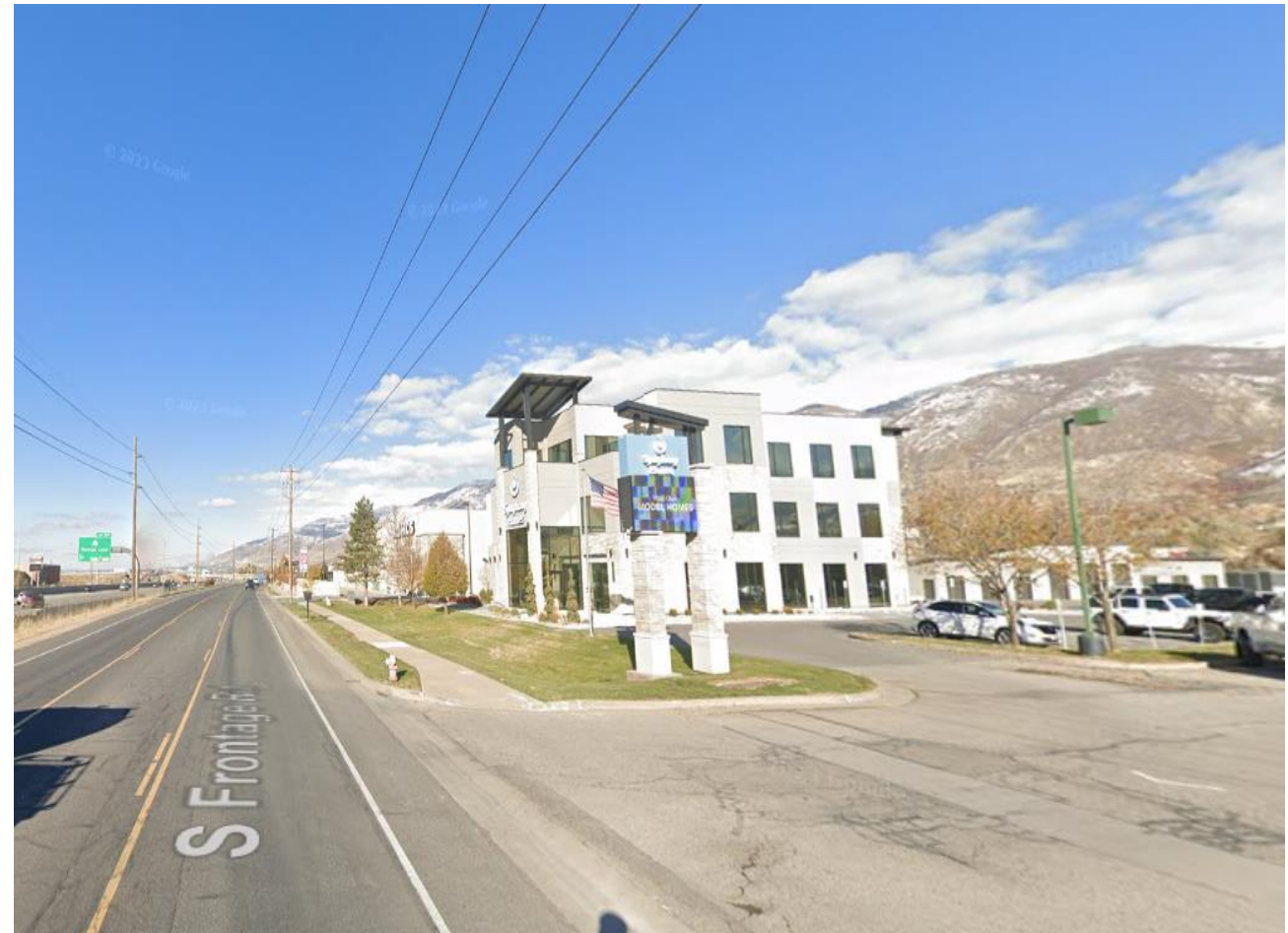
Examples from the Highway



Examples Within City Limits



Examples Within City Limits



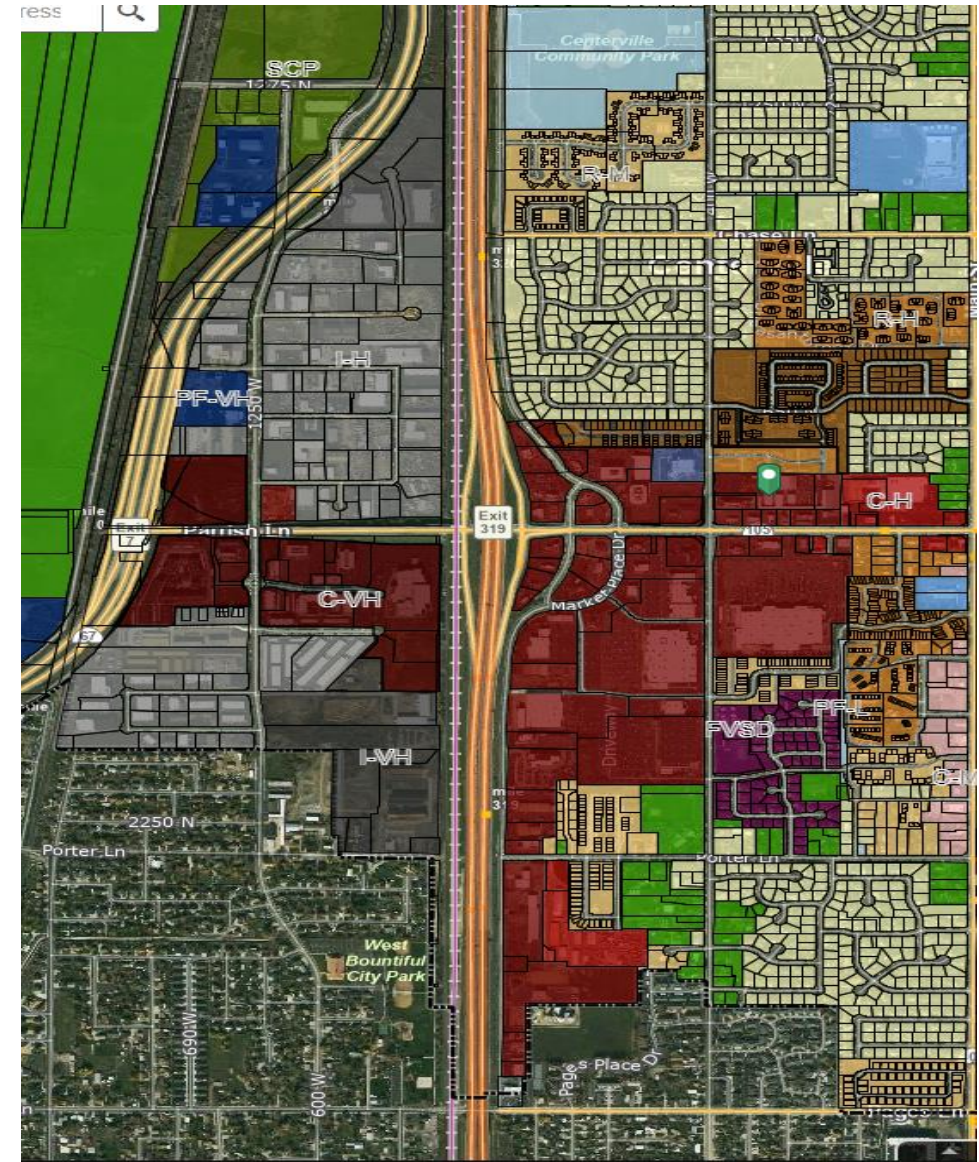
Examples Within City Limits



Zoning Code Overview

Zoning Overlay

-  Agriculture-Low
-  Commercial-High
-  Commercial-Medium
-  Commercial-Very High
-  Florentine Villa Special District
-  Industrial-High
-  Industrial-Very High
-  Public Facility -Medium
-  Public Facility -Very High
-  Public Facility-High
-  Public Facility-Low
-  Residential-High
-  Residential-Low
-  Residential-Medium
-  Shorelands Commerce Park



	Applicable area	Signage “Face” Area	Height
Centerville	Properties located between Frontage Road and 400 West (Porter Lane), including property abutting the east side of Frontage Road and the east side of 400 West(Porter Lane)	Current: 100 sq ft Proposed: 150 sq ft	Current: 25 ft Proposed: 45 ft
West Bountiful	Properties located within one hundred fifty (150) feet of the Interstate (I-15) freeway right-of-way	250 sq ft	60 ft
Bountiful	Immediately adjacent to the I-15 corridor or Frontage Road	60 sq ft for the first 100 street frontage, increments of 1 sq ft for 1 ft street frontage to the maximum 120 Sq. Ft	40 ft
Kaysville	Based on zones, with tier system set up and table	300 sq. ft. maximum within 300 feet of I-15 200 sq. ft. maximum within 3,000 feet of I-15 120 sq. ft. maximum at other locations (along I-15)	45 ft. maximum within 300 feet of I-15 30 ft. maximum within 3,000 feet of I-15 8 feet maximum at other locations (along I-15)
Layton	Based on Zones and Freeway corridor map provided in city code.	Developed 200 sq ft Undeveloped 300 sq ft	45 ft max
Woods Cross	Based on sign type not distance or zone. Need to be a Freeway Oriented Sign	3 sq ft per 1 ft of property frontage, Maximum 500 sq ft.	25 ft above the Interstate 15 grade level at a point perpendicular to the sign With conditional use: Not to exceed fifty feet 50 ft in total height.

West Bountiful

Location: Properties located within one hundred fifty (150) feet of the Interstate (I-15) freeway right-of-way

Area: 250 Sq Ft

Height: 60 ft



Bountiful

Location: Immediately adjacent to the I-15 corridor or Frontage Road

Area: 60 sq ft for the first 100 street frontage, increments of 1 sq ft for 1 ft street frontage to the maximum 120 Sq. Ft **Height:** 40 ft



Kaysville

Location: Immediately adjacent to the I-15 corridor or Frontage Road

Area: 1.5 sq ft per 1 ft of frontage up to..

- 300 sq. ft. maximum within 300 feet of I-15
- 200 sq. ft. maximum within 3,000 feet of I-15
- 120 sq. ft. maximum at other locations (along I-15)

Height:

- 45 ft. maximum within 300 feet of I-15
- 30 ft. maximum within 3,000 feet of I-15
- 8 feet maximum at other locations (along I-15)



Kaysville



Public Use (PU), Professional Business (PB), General commercial (GC), Central Commercial (CC), Light Industrial (LI), Health Care (HC)	Flat or Wall	25% of a wall area maximum	Not higher than building it is on	Attached to a building	Up to 40 sq. ft. may be promotional sign. Flat signs exposed to dwellings on adjacent property shall not be illuminated within 50 feet of such dwellings.
	Monument	32 sq. ft. plus 1 sq. ft. per every 5 ft. of frontage over 30 ft. to a maximum of 64 sq. ft.	5 ft. maximum	1 sign per frontage on private property.	The supporting structure of architectural detail of a monument sign is not calculated as sign area if the structure is incorporated into the surrounding landscaping design or with other structural or architectural aspects of the site. Architectural detail may extend beyond the 5 ft. height maximum by as much as 2 ft. and a horizontal distance of 2 ft. of the sign cabinet.
PU, GC, CC, LI	Banner	Limited to the difference between the size of the on-premise, ground sign, flat or wall sign and the size allowed.	Not higher than the sign or wall it is on.	On an on-premise, ground sign or building wall.	Shall only be displayed for up to one calendar year. Shall be maintained and kept in good repair.
	Menu Board	35 sq. ft. maximum	6 ft. maximum	Behind the front landscaped setback area on private property.	May be two (2) per site
	On-Premise, Ground	1.5 sq. ft. per foot of frontage, up to 300 sq. ft. maximum within 300 feet of I-15; 1.5 sq. ft. foot of frontage, up to 200 sq. ft. maximum within 3,000 feet of I-15, or within 1,320 feet of another Principal Arterial Street; 1.5 sq. ft. per foot of frontage, up to 120 sq. ft. maximum at other locations.	45 ft. maximum within 300 feet of I-15; 30 ft. maximum within 3,000 feet of I-15 or within 1,320 feet of another Principal Arterial Street, including the east side of West Davis Corridor (SR 177) 8 feet maximum at other locations.	1 sign per frontage on private property.	Up to 40 sq. ft. may be promotional sign. Illumination may be built into or attached to signs. More than one sign on one parcel shall be separated by at least 100 ft. The base and structure of all on-premise ground signs beyond 300 ft. of I-15 shall be the same method of construction, style and design of the materials used in the construction of the building(s). The sign element shall be an integral part of the architecture and design of the site. The colors shall be subdued and unobtrusive. Signs with exposed metal supports or metal masking shall not be permitted.
PB, GC, CC, LI	Electronic Message Center (EMC)	Allowable EMC size shall not exceed 50% of total allowed sign size and not more than 75% of any sign cabinet.			EMC signs shall not cause glare or rapid blinking, nor be intensely lighted so as to create a nuisance or hazard to vehicular traffic, pedestrians, or adjacent properties. EMC signs shall be capable of being programmed to automatically dim according to ambient light conditions. Conditional use in zones where permitted. Allowed only as part of monument and ground signs. As part of the conditional use review the designated Land Use Authority may consider hours of operation, sign height, sign size, and/or setbacks from property lines.

Layton

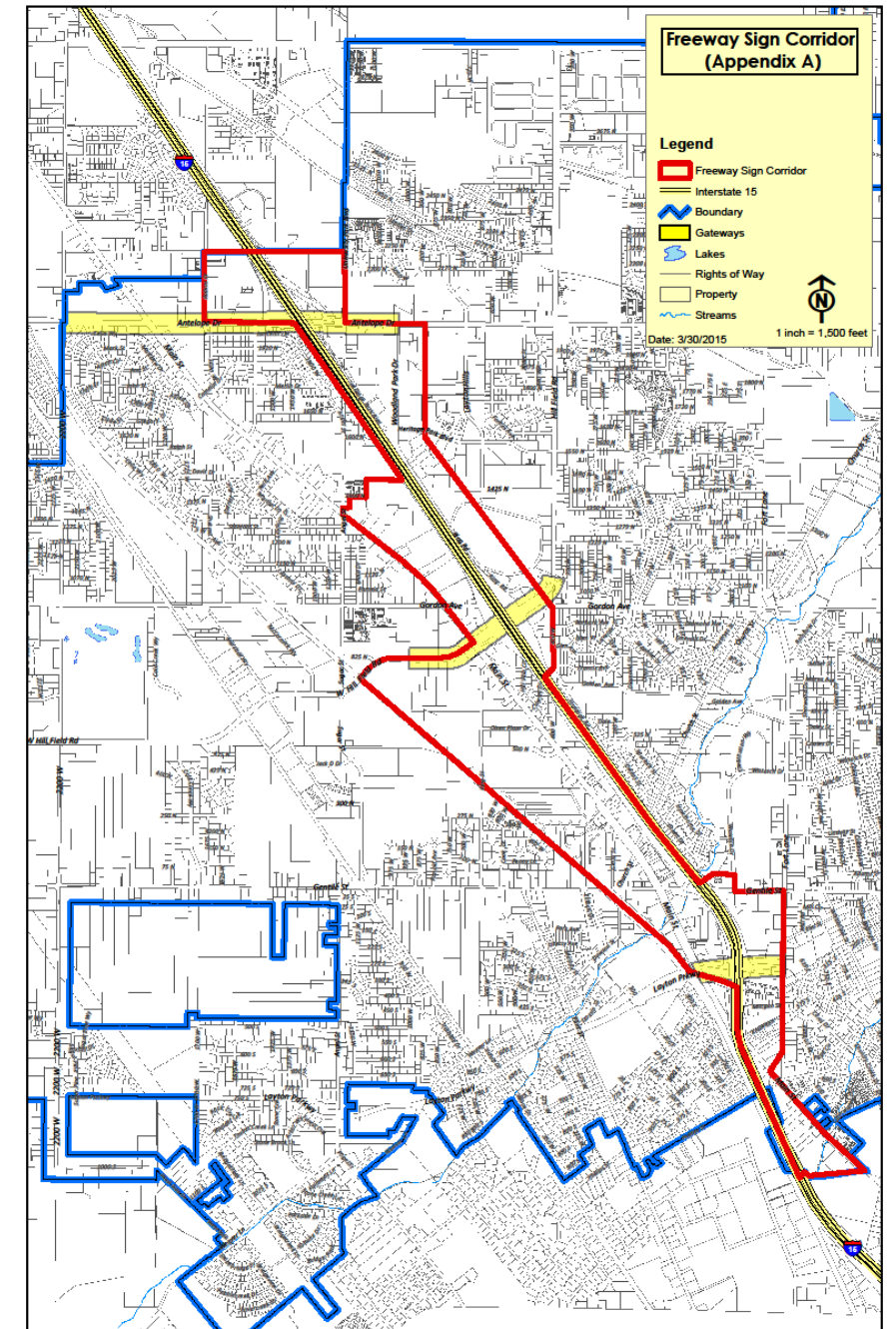
Location: Within the Freeway Sign Corridor (in red)

Area:

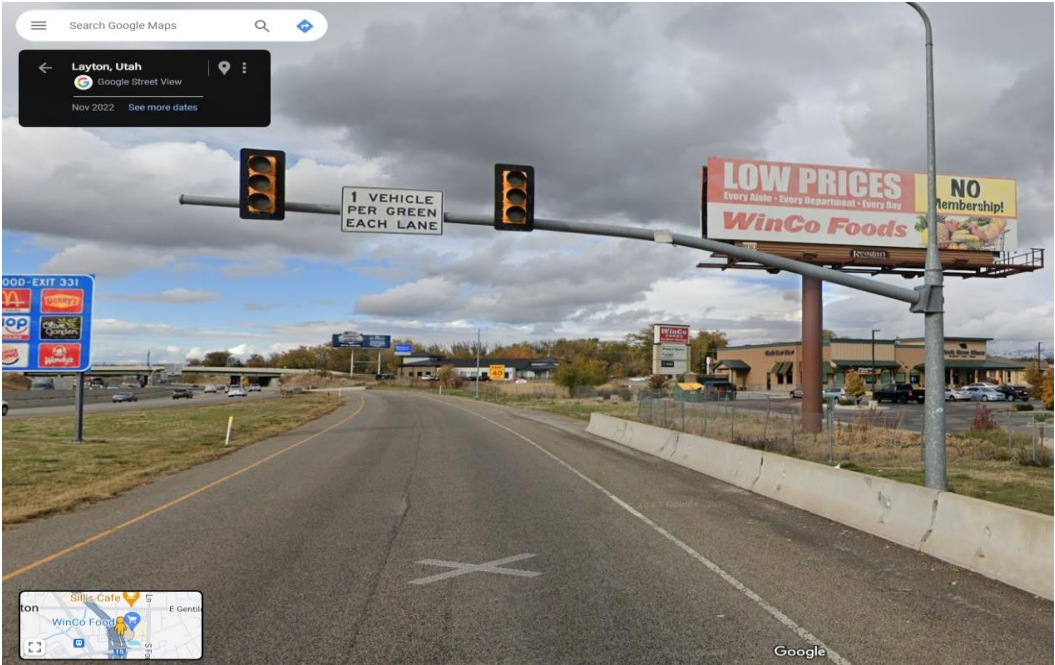
Developed 200 sq ft

Undeveloped 300 sq ft

Height: 45 ft max



Layton



Woods Cross

Location: Based on sign type not distance or zone. Need to be a Freeway Oriented Sign

Area:

3 sq ft per 1 ft of property frontage, Maximum 500 sq ft.

Height:

25 ft above the Interstate 15 grade level at a point perpendicular to the sign

With conditional use: Not to exceed fifty feet 50 ft in total height.



UDOT

Per 72-7-505. Sign size -- Sign spacing -- Location in outdoor advertising corridor -- Limit on implementation.

Subsection (2) (b) An outdoor sign structure located inside an incorporated municipality or urbanized county may have the maximum height allowed by the municipality or urbanized county for outdoor advertising structures in the commercial or industrial zone in which the sign is located. If no maximum height is provided for the location, the maximum sign height may be 65 feet above the ground or 25 feet above the grade of the main traveled way, whichever is greater.

Current compared to the Proposed



Current compared to the Proposed



Current compared to the Proposed



CENTERVILLE
city
CITY COUNCIL

Staff Report

10/15/2024

Item No. 2.

Title: Black & McDonald Street Light Maintenance Agreement

Initiated By: Mike Carlson, Public Works Director

Staff Representative: Mike Carlson, Public Works Director, Lisa Romney, City Attorney

SUBJECT:

Consider entering into a Street Light Maintenance Agreement with Black & McDonald for street light maintenance and repair services.

RECOMMENDATION:

Approve Street Light Maintenance Agreement with Black & McDonald for street light maintenance and repair services, subject to revisions acceptable to the City Attorney, and authorize the Public Works Director to sign the contract on behalf of the City.

BACKGROUND:

The City has been contracting with Black & McDonald for a number of years to conduct City street light maintenance and repair. The Public Works Director recommends entering into a contract extension with Black & McDonald for such services. The term of the proposed contract is one year with the option to extend the contract by mutual agreement of the parties. The total estimated cost for the services is approximately \$22,321. This cost only includes basic maintenance of the street lights as set forth in the contract. If additional services and repairs are required, the costs will increase. The attached contract includes recommended changes from the City Attorney. At the time of this Staff Report, the City has not received comments back from Black & McDonald regarding such changes. Staff recommends approving the contract subject to additional revisions acceptable to the City Attorney. Melissa Kennedy from Black & McDonald will attend the meeting and provide a brief presentation on their services.

ATTACHMENTS:

1. Street Light Maintenance Agreement - Black & McDonald (2024)
2. Black & McDonald Streetlight Presentation



**Professional Services Contract
Award Form**

This Professional Services Contract ("Contractor") is made effective this _____ day of _____ 2024 ("Effective Date") by and between Centerville City, a Municipality in the State of Utah ("City) and Custom Lighting Service, LLC, d.b.a Black & McDonald, a corporation with an office at 1106 S Legacy View St, Salt Lake City, UT 84104 ("Contractor"). The Contract Consists of General Contract Clauses contained herein and Exhibits I and II.

Centerville City

Custom Lighting Services, LLC, d.b.a Black
McDonald

By: Michael Carlson, Public Works Director

By: Chad Ambrose, General Manager

Date:_____

Date:_____

RECITALS

Black & McDonald (“Contractor”) desires to provide certain asset management street light maintenance and construction services for Centerville City (“City”).

The City desires to engage the Contractor for such services.

GENERAL CONTRACT CLAUSES

A. Definitions

As used in this Contract, the following terms have the following meanings:

1. "Work" means maintenance and repair work required to be furnished under the Contract. Work includes the performing or furnishing of all services and documents required by the Contract.
2. "Site(s)" means the land in or on which Work is to be completed.
3. "Contract" or "Agreement" means this document consisting of Sections A through AA, and all incorporated exhibits, appendices, and attachments.
4. "Days" means business days unless otherwise specified in the Contract.
5. "Scope of Work" means the Scope of Work set forth in Exhibit I, attached hereto and incorporated by this reference.
6. "Service Standards" means the performance requirements stated in Section E of Exhibit I.

B. Contractor Scope of Services

Contractor shall provide the scope of services for the City as described in the Scope of Work set forth in Exhibit I.

C. Term

The term of this Contract shall commence upon final execution by both parties (“Effective Date”) and shall terminate on June 30, 2025, unless further extended upon written agreement of the parties. The City reserves the right to terminate this Contract in accordance with applicable provisions of Section H.

D. Payment

For the services supplied by the Contractor hereunder, the Contractor shall be paid as specified in Section G of Exhibit I. Contractor shall submit monthly invoices to the City payable within thirty (30) days of receipt.

E. Contract Administration

1. City shall inform Contractor of the identity of the City Representative(s) responsible for administering this Contract.
2. Contractor shall inform City of the identity of the Contractors Project Manager.
3. Contractor's Project Manager and the City Representative shall confer before the start of any construction, removal, relocation and/or other work to ensure that the nature and scheduling of the job's activities are mutually understood and shall meet as often as necessary during the job's duration to discuss the progress made, impediments encountered or expected and their resolution, and all other relevant matters.

F. Jurisdiction

This Contract shall be construed under the laws of the State of Utah without regard for the conflicts of provisions thereof. The venue for any action to enforce the provisions of this Contract shall be filed in the appropriate court of competent jurisdiction in Davis County, State of Utah.

G. Notices

All notices required pursuant to the terms and conditions of this Contract shall be in writing unless an emergency dictates otherwise. All notices shall be directed to the following address:

The City: Centerville City
 Attention: Public Works Director
 655 N 1250 W
 Centerville, UT
 84014

The Contractor: Custom Lighting Services, LLC d.b.a. Black & McDonald
 Attention: Streetlight Manager
 1106 Legacy View St
 Salt Lake City, UT
 84104

H. Records and Audits

The Contractor shall keep accurate books, records and supporting data in hard copy or electronic form for at least five (5) years. For time, equipment and material work, City shall have the right to audit all Contractor books relating to the charges. For Unit Prices, City shall have the right to audit Contractor books relating to the number of units completed. Charges, which are more than five (5) years old, shall not be subject to audit and are deemed final. If an audit determines that an overpayment or underpayment has occurred, then notice of such overpayment or underpayment shall be given to the Contractor together with that portion of the audit, which supports the determination. If the determination is not disputed, then the payment or refund shall be paid within 30 days of the determination.

I. Confidentiality

The parties acknowledge that this Contract and the records generated in the performance thereof are generally public records under the current provisions of the Utah Government Records Access and Management Act ("GRAMA"), and the parties agree to comply with the provisions of GRAMA. However, nothing herein shall be construed as an acknowledgment or admission that Contractor's records are public records within the meaning of GRAMA, nor to require Contractor to produce its own records in response to any records request filed under the provisions of GRAMA.

J. Insurance

During the performance of this Contract, the Contractor shall maintain the following insurance with the City identified as an Additional Insured on the General Liability and Automobile insurance certificates.

1. General Liability Insurance, with combined single limits of at least \$2,000,000 for each occurrence and \$3,000,000 in the aggregate.
2. Automobile Liability Insurance, with a combined single limit of at least \$1,000,000 for each person and \$1,000,000 for each occurrence.
3. Workers' Compensation Insurance in accordance with statutory requirements.
4. Employer's Liability with limits of at least \$1,000,000.

The above insurance shall not be canceled without at least 30 days notice to City. The City, its elected, and appointed officials, employees, volunteers and agents shall be named as additional insured on the General Liability and Automobile insurance certificates. Upon request, the Contractor shall provide City Contract Administrator with proof of insurance prior to beginning Work on any City Site. The insurance must be provided by carriers having at least a Best's rating of B+ or better and be acceptable to City.

K. Indemnification

Contractor shall defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, volunteers, and agents against all claims, liability, including vicarious liability, losses, damages and expense, including court costs and attorneys' fees, arising from the acts or omissions to act of Contractor, its officers, agents, subsidiaries, divisions, or employees in rendering services under this Contract; excluding, however, such liability claims, losses, damages, or expenses arising from City's sole negligence or willful acts. The obligations contained in this Section shall survive any termination of this Contract.

L. Liens and Indemnification

Contractor shall not permit a lien to be placed on any City property by Contractor or Contractor's suppliers or subcontractors. Should City receive notice of intent to file a lien from Contractor or any of Contractor's suppliers or subcontractors, City will notify Contractor. Contractor shall be responsible for and shall indemnify City for all of City's costs, expenses (including attorneys' fees), liabilities, damages,

fees, penalties, judgments and settlement costs arising either directly or indirectly from the placement of such lien. Notwithstanding any contrary provisions of this Contract, the foregoing responsibilities of Contractor for the placement of a lien shall only include direct damages.

M. Assignment

Neither party shall have the right to assign any portion of this Contract to a third party without the prior written consent of the other party. No assignment shall relieve the parties of their respective obligations under this Contract.

N. Termination of Cause / Non-Funding

City may terminate any Work or Project under this Contract in whole or in part for Contractor's material breach of its obligations under this Contract. In order for Contractor to be in material breach of this Contract, both of the following events must occur:

1. City provides Contractor with timely written notice detailing the specific action or lack of action giving rise to the material breach of Contract, as well as the City's recommendation of a reasonable cure for the material breach; and
2. Contractor fails to cure the material breach using the recommended cure from the City or another reasonable cure available to Contractor, within ten (10) working days of receipt of written notice from City or such longer period as may be needed, so long as the cure is commenced within ten (10) days and pursued diligently to completion. Any dispute over the cure or failure to cure shall be subject to Dispute Resolution as defined in Exhibit I, Section (0) (3).

In the event of a material breach of this Contract by Contractor, City may acquire, under the terms and in the manner in which the City consider appropriate, services and equipment similar to those terminated, and the Contractor shall be liable to the City for any reasonable excess costs for those services. However, the Contractor shall continue projects not terminated.

The parties acknowledge the laws of the State of Utah prohibit the City from committing any public funds beyond the current budget year. Therefore, the parties agree that should the City be unable to appropriate funds for the performance of the Contract in subsequent budget years due to fiscal constraints, the Contract shall be deemed terminated and the City shall not be liable for damages or penalties for breach of Contract or for other reasons.

However, in the event of termination as result of non-appropriation, Contractor shall be paid in full for all services performed to the date of non-appropriation. The date of non-appropriation shall be the date on which the City's budget, absent funds appropriated for performance of this Contract becomes effective.

The City reserves the right to terminate this Contract upon thirty (30) days written notice to Contractor. If a written notice is delivered under this Section, City will reimburse Contractor for the services properly ordered until the effective date of such notice. City will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice. In the event of termination of this Contract by the City based on non-appropriation of funds or convenience, the City will purchase any City specific Contractor inventory that Contractor cannot reasonably use for other clients or purposes in accordance with "Material Costs" provision set forth in Exhibit II. If requested by City, Contractor shall provide

transport services for City specific inventory in accordance with the “Time and Materials Rate” and “Equipment Rates” set forth in Exhibit II.

O. Accident Prevention and Compliance

The Contractor shall comply with all OSHA and City safety requirements. Failure to comply may result in immediate termination.

P. Severability

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend the Contract to replace any stricken provision with valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision, which is of the essence of this Contract, be determined void.

Q. Integration

This Contract represents the entire and integrated agreement between City and the Contractor. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

R. Warranty

1. In addition to any other warranties in this Contract or as otherwise provided by law, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any material defect.
2. This warranty shall continue for one (1) year from the date of final completion and acceptance of any project or work.
3. The Contractor shall remedy, at the Contractor's expense, any failure to conform or any material defect within thirty (30) days of notification by City of such defect.

In addition, the Contractor shall remedy at the Contractor's expense any damage to the City property, when the damage is a result of:

- a. Contractor's actions or omissions.
 - b. The Contractor's failure to conform to Contract requirements.
 - c. Any material defect of equipment, material, workmanship, or design furnished by Contractor.
4. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from date of repair or replacement.
 5. City shall notify the Contractor, in writing, within reasonable time after discovery of any material failure, defect or damage.

6. If the Contractor fails to remedy any material failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent.
7. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall:
 - a. Obtain all warranties that would be given in normal business practice.
 - b. Require all warranties to be executed, in writing, for the benefit of City.
 - c. Enforce all warranties for the benefit of City.
8. In the event the Contractor's warranty under Section (R) (7) has expired, City may bring suit, at its expense, to enforce a subcontractor, manufacturer, or supplier's warranty.
9. The Contractor shall not be liable for the repair of any defects of material or design furnished by the City.

S. Inspection of Work Prior to Acceptance

1. All work will be subject to City inspection and approval.
2. City may appoint inspectors as it deems advisable to inspect the materials furnished and the work performed for compliance with the specifications, drawings, special instructions and generally accepted industry standards. Contractor shall furnish all reasonable assistance required by City and its inspectors for the proper inspection of the work. City inspectors shall have the right and authority to reject any and all work that is unsatisfactory, faulty or defective, or does not conform to the requirements of this Contract. City inspectors shall provide Contractor with written report citing the rejected work as well as the specific areas of nonconformance giving rise to the rejection of the work.

Rejected work shall be corrected or replaced by the Contractor at its sole cost and expense, without reimbursement or payment by City. Any dispute over written reports relating to rejected work shall be subject to dispute resolution under Exhibit I, Section (O) (3).

T. Material and Workmanship

All equipment, material, and articles incorporated into the work covered by this Contract shall be new, unless otherwise approved by City in advance of the work and of most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall not be construed as prohibiting substitution with items or processes of equivalent quality, with the consent of the City.

U. Permits and Responsibilities

The Contractor shall, without additional expense to City on unit price or firm price work, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes and regulations applicable to the performance of work. To the extent permitted by law, Contractor shall be entitled to work under City permits. The Contractor shall also be responsible for all damages to persons or property that occurs as a result

of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until Completion and Acceptance. Notwithstanding the foregoing, City shall be responsible for obtaining all easements and rights-of-way.

V. Protection of Existing Vegetation, Structures, Equipment, Utilities and Improvements

1. The Contractor shall take reasonable measures to prevent damage to structure, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this Contract. If tree trimming or tree removal is required to facilitate work, Contractor shall contact City who shall have trees trimmed or removed when such work is appropriate. If any limbs or branches of trees are broken during Contract performance, the Contractor shall trim those limbs or branches with a clean cut. Contractor shall notify the City in writing of any major damage to structures, equipment, and vegetation caused by Contractor.

2. The Contractor shall repair any damage to structures, equipment and vegetation on or adjacent to worksites caused by Contractor. If the Contractor fails or refuses to repair the damage promptly within ten (10) days of the damage being done, City may have the necessary work performed and Contractor shall pay City its actual direct cost of such remedy plus fifteen (15%) percent.

W. Cleaning Up

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work premises any rubbish, tools, scaffolding, equipment and materials that are not the property of City. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the City.

X. Time Extensions

Notwithstanding any other provisions of this Contract, it is mutually understood that any time extension shall be solely at the discretion of City in accordance with this Contract. The modification or change order granting a time extension may provide that the Work or Project completion date will be extended in its entirety, to specific line items or to portions of line items, and may further provide for consideration (if applicable) under the new completion schedule.

Y. Order of Precedence

Any inconsistency in this Contract shall be resolved by giving precedence in the following order: (a) Contract clauses, (b) Exhibits and Appendices, (c) specification and drawings, (d) instructions, and (e) other documents.

Z. No Waiver

The failure at any time of either party to enforce any of the provisions of this Contract, or to require at any time performance by the other party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way be construed to affect the validity of this Contract or any art hereof, or the right of any party thereafter to enforce each and every such provision.

AA: Force Majeure

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments to the other party hereunder, when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"):

- a) acts of God;
- b) flood, fire, earthquake or explosion;
- c) pandemic or epidemic;
- d) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- e) government order or law;
- f) actions, embargoes or blockades in effect on or after the date of this Agreement;
- g) action by any governmental authority;
- h) national or regional emergency;
- i) strikes, labor stoppages or slowdowns or other industrial disturbances;
- j) shortage of adequate power or transportation facilities.

The Impacted Party shall give notice within five (5) working days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of one hundred and twenty (120) calendar days following written notice given by it under this section, either may thereafter terminate this Agreement upon thirty (30) working days' written notice.

The Consultant shall be entitled to equitable relief for material schedule or costs impacts that may be experienced as a result of a Force Majeure Event.

EXHIBIT I

SCOPE OF WORK

A. General

1. The Contractor, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.
2. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated City personnel.
3. The Contractor shall be solely responsible for the safety of the Contractor's employees and others relative to the Contractor's work, work procedure, material, equipment, transportation, signage, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.
4. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this agreement.
5. No guarantee of the actual amount of service or product requirement is implied or expressed by this agreement. Service requirements shall be determined by actual need.
6. Prior to notice, the Contractor shall submit its company safety program to the City addressing specific activities and associated hazards. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to Contractor's work. The safety program shall include the operations of the Contractor's sub-contractors, at any tier, and include environmental protection, safety, occupational health, respiratory protection, hearing conversations, fire prevention, protection, and hazardous materials handling requirements as applicable. The safety program documents shall be reviewed and approved by the City prior to notice to proceed.

B. Basic Street Light Maintenance (Unit Price)

The Contractor shall provide asset management, maintenance and repair of City owned streetlights. The City and Contractor, by mutual agreement, will classify each light as one of the following: a Functional light, Decorative (Non-LED) light, or an LED light. Unit pricing will be assigned to these classifications and Basic Street Light Maintenance will be the responsibility of the Contractor, which includes:

1. **Outage Monitoring** — Contractor shall provide monitoring of the system outages. In addition to call center reporting and Computerized Maintenance Management System (CMMS) work order and asset management, Contractor shall conduct a night patrol of all City street lights once per month.
2. **Call Center** — Contractor shall have and provide a 24-hour, seven (7) days a week, toll free number to take reports of failures from citizens, commercial vendors, City personnel, or others, and to dispatch

the Contractor's personnel to investigate and perform any repair, and/or replacement. All calls shall be answered promptly but shall include automatic recording backup for periods of multiple calls. Contractor's personnel shall personally return calls to those parties that leave messages due to inability to reach a live person on their initial call. Contractor's 24/7 Call Center is located at:

6001 Front Street, Kansas City, Missouri

Phone Number (800) 814-4311

Contractor authorizes the City to advertise the 24-hour Call Center number to the public and to have the Contractor act as the City's primary referral point to report street light problems. Contractor shall keep an accurate record of all reported problems, all actions taken to resolve such problems, including dates and times of initial report and final resolution.

3. Asset Management - Contractor shall provide the Basic Street Light Maintenance services for the classified street lights. The City shall have the right to periodically adjust which street lights will be included in the Basic Street Light Maintenance Service and the fees shall adjust to reflect changes in the total number. Each new street light erected during the term of this Contract shall be immediately placed on Basic Street Light Maintenance; however, street lights installed by the Contractor shall not be billed under the unit pricing until the twelve (12) month warranty period on the new street light installation has expired. The billing exclusion during the twelve (12) month warranty period does not apply to the repair of damages caused by storms, acts of God, or third parties, including but not limited to, knockdowns, cable cuts, vandalism, and civil unrest. Contractor shall be entitled to invoice the City for the repair of the aforementioned damages without restriction and City for the repair of the aforementioned damages without restriction and City shall pay said Invoice in accordance with the payment terms in Exhibit I, Section (G)

The Contractor shall maintain and manage an electronic database of the street lights receiving Basic Street Light Maintenance using Contractor's proprietary CMMS. The CMMS shall maintain a record for each street light repair that identifies: (i) the number and types of bulbs, ballasts, and/or photocells, and (ii) the dates of installation, repair and/or replacement. The Contractor's CMMS shall be used for electronic work order management and asset reporting. Nothing in this Contract shall be construed as providing the City with ownership, interest in or rights to the Contractor's CMMS application.

Contractor shall complete and coordinate notifications and other similar communications to Rocky Mountain Power required under Utah Street Light Tariffs 11 and 12 and any other future street light Tariff(s) or amendment(s) related to the work on behalf of the City. Contractor agency rights are limited expressly to the tasks listed above.

4. Material Management --The Contractor shall purchase and maintain an inventory of street light lamps, photocells, and ballasts that shall be continually restocked to offset and adjust to usage. The cost of such items is to be included in the cost per light for the Basic Street Light Maintenance service. The Contractor warrants that products furnished conform to the requirements specified and are of good merchantable quality and suitable for the purpose intended.

The Contractor shall maintain a small mutually agreeable inventory of the various styles of poles and fixtures used by the City.

5. Repair of Street Lights - Contractor shall provide all the labor, equipment, and material to perform the following activities:

a. Repair of Functional Lights (HID Cobra and Town & Country fixtures)

- (i) Bulbs
- (ii) Photocells
- (iii) Glassware cleaning
- (iv) Starting aids
- (v) Ballasts
- (vi) Heads (fixtures)
- (vii) Wire Inside pole
- (viii) Faulted copper cable, if installed in accordance with NESC standards – excludes third party damage and storm damage
- (ix) Reset fuses and breakers in street light pole

b. Repair of Decorative (Non-LED) Lights:

- (i) Bulbs
- (ii) Photocells
- (iii) Glassware cleaning
- (iv) Starting aids
- (v) Bahasa
- (vi) Wire Inside pole
- (vii) Faulted copper cable, if installed in accordance with NESC standards—excludes third party damage and storm damage
- (viii) Reset fuses and breakers in street light pole

c. Repair of LED Lights:

- (i) Photocells
- (ii) Glassware Cleaning
- (iii) Wire inside pole
- (iv) Faulted copper cable, if installed in accordance with NESC standards—excludes third party damage and storm damage
- (v) Reset fuses and breakers in street light poles

d. Street light and pole assemblies shall be visually inspected for deficiencies when other maintenance or repair work is performed at a pole location which involves the use of a bucket

truck. Contractor shall perform the following deficiency repairs as identified during the visual inspection:

- (i) Tighten bracket arm/cross arm hardware which is loose
- (ii) Tighten pole hardware which is loose
- (iii) Remove tree limbs physically touching the street light fixture
- (iv) Tighten all anchor bolts that are loose

Decorative light lenses and/or fixture replacements and LED components are outside the scope of Basic Street Light Maintenance and will be billed separately as required.

C. Street Light Repair Work and Other Services (Billable)

The Basic Street Light Maintenance service is intended to cover the majority of the outages that occur within the street light system. All other maintenance and repair activities shall be considered Street Light Repair Work or Other Work and billable in accordance with the schedule of prices in Exhibit I, Section (F) (2). Contractor shall provide all the labor, equipment, and materials not provided by the City to perform such activities upon receipt of written authorization from the City, with the exception of pole knockdowns where the Contractor shall take immediate action as is necessary to make the area safe ("Make Safe") as further described in Exhibit I, Section (C) (2). The Contractor shall provide any necessary traffic control devices (barricades, cones, signs, flashers, etc.) to warn or keep others out of the work area and to provide safety. The Street Light Repair Work and Other Services that are billable to the City are set forth below. All traffic control devices shall meet applicable Manual on Uniform Traffic Control Devices (MUTCD) safety standards.

1. Replacement of Decorative Light Lenses, Fixtures and LED Components—Contractor shall replace decorative light lenses, fixtures and LED components as required.

2. Make Safe Services—The Contractor shall perform Make Safe services resulting from the knockdown of City owned poles. Make Safe shall include, but shall not be limited to, de-energizing the street light fixtures and cabling; making such repairs or alterations as may be necessary to establish safety prior to pole replacement; providing any necessary traffic control and traffic control devices; removing and disposing of any broken glass or other debris that resulted from the knockdown; and, when necessary, notifying and coordinating efforts with the local police (or other fire or emergency responders) and the local electric power provider.

3. Pole and Assembly Replacements - The Contractor shall perform pole and assembly replacements resulting from knockdowns and other replacement of City owned poles as required.

4. Repair of Underground Services— Contractor shall provide repairs for underground services to City owned street lights which are not covered by Basic Street Light Maintenance. Services for underground cable includes: looting, marking, repair and/or replacement of City owned cable damaged by third parties or installations not meeting the NESC codes and City specifications.

5. Pole Painting- Painting shall include preparation and one coat of epoxy paint. Paint to be approved by the City prior to application.

6. Storm Repair Work - Damage caused by storms shall be repaired by Contractor upon receipt of authorization by City.

7. Inspection Services of Work Constructed by Others - Inspection of new poles, pole wiring, and lighting fixtures to document whether they meet NEK and/or NEC standards and the approved plans and specifications. This service will be provided by the Contractor's Journeyman Lineman or equivalent.

D. Street light Construction, Removal, and/or Relocation

Contractor shall provide all the labor, equipment, and material not provided by the City to install new street lights, and remove and/or relocate existing street lights as requested by the City. The work shall be performed in accordance with the following guidelines:

1. Contractor shall perform new construction, removal and/or relocation of street lights at a unit price, firm bid or time and material basis. City shall be responsible for billing third parties and collecting monies for such construction, removal, and relocation of street lights. Contractor shall invoice the City directly for services rendered and City shall pay said invoice within thirty (30) days of receipt regardless of whether City has received payment from third parties.

2. Meet all of the directives on the City provided construction drawings, if any.

3. Meet all requirements of state and local jurisdictions so the City may recover its cost for relocations caused by road widening and other public projects.

4. City shall be responsible for all street light layouts associated with new installations, removals and relocations. Contractor shall prepare street light layouts upon request, with said services billed at the hourly rates provided in Exhibit I, Section (F) (3). All layouts are to be reviewed and approved by the City prior to commencement of construction.

S. Contractor shall be responsible for obtaining all permits and providing all traffic control required by the local jurisdictions.

6. Contractor shall be responsible for requesting Blue Stakes as necessary for work performed by Contractor.

7. Contractor shall comply with all state and local laws governing the construction and maintenance of facilities on public right of way, except as expressly exempted from the NESC, NEC and by City Ordinance.

8. City shall provide all required easements.

9. All materials shall be installed so that all the material manufacturers' recommendations are met.

10. Installations shall meet all of the current City construction standards.

11. All adjustable materials shall be tightened and secured per manufacturer's specifications.

12. Bases shall be installed so that they are set plumb and flush with the final finished grade.

13. All cable connections and facility groundings shall meet all the City construction standards,

local utility standards, and applicable safety codes.

14. Contractor shall restore sites to the pre-work condition and properly dispose of all spoil and construction materials.
15. Contractor shall, at its expense, correct all problems resulting from poor workmanship.
16. Contractor shall supply as-built drawings to City within six (6) weeks of the completion of the work.

E. Service Standards

1. Service Standards for Basic Street Light Maintenance (Unit Price)

- a. Every light will be field checked with a night patrol at least once per month. The lights will be checked visually and outages repaired if possible at the time of discovery. Light deficiencies requiring repairs beyond the scope of the Basic Street Light Maintenance Service, will be noted and reported to the City for further action.
- b. All Basic Street Light Maintenance services defined in Exhibit I, Section (B)(5) shall be completed within three (3) business days of discovery on patrol or reported to Contractor, whichever is earlier, with the exception of faulted cable services and knockdowns. Cable services require blue staking which demands 72 business hours' notice before digging. Faulted cable services and knockdowns will be completed with ten (10) business days of discovery subject to other problems contractor does not see at time of discovery. Special order material shall be replaced by the Contractor as soon as practical and receipt of said special order materials.

2. Service Standards for Street Light Repair Work (Billable)

- a. All Street Light Repair Work activities defined in Section (C) of Exhibit I, shall be completed within ten (10) business days of authorization by City, subject to lead times for special order materials.
- b. Underground cable problems shall be permanently restored within ten (10) business days of notification to Contractor.
- c. Knockdowns shall be restored within ten (10) business days of being reported to Contractor, subject to lead times for special order materials.
- d. All Street Light Repair Work activities, requiring special order materials, shall be completed within twenty (20) business days of receipt of said special order material. Contractor shall order special order materials within three (3) business days of request by City for replacement of any pole or fixture which is not a City standard item.

F. Price Schedule

1. Basic Street Light Maintenance Service Fee (Unit Price)

Contractor shall perform Basic Street Light Maintenance services for the following schedule 12E, 12P, and Metered lights:

- a. Functional Light: \$45.11/Year billed at \$3.76/month
- b. Decorative (Non-LED). Light: \$55.62/Year billed at \$4.63/month
- c. LED Light: \$39.92/Year billed at \$3.33/month

The number of street lights to be maintained will change as the number of street lights owned or leased by the City changes. Each party shall notify the other of any changes in the number of street lights to be maintained. Such notification shall include the location of the street lights added or deleted from the total street lights being maintained. Contractor shall modify the billing for Basic Street Light Maintenance Service immediately upon receipt of notification. A list of 12E, 12P, and Metered lights is attached and will be updated as stated above.

2. Street Light Repair Work and Other Services (Billable)

Street Light Repair Work and Other Services, as described by Section (C) of Exhibit I, shall be billed as listed below.

- a. Decorative Light Lens and/or Fixture: Time and Material Pricing
- b. Make Safe (for pole knockdown situations): \$824
- c. Pole and Assembly Replacement: Time and Material Pricing
- d. Cable Services: Time and Material Pricing
- e. Pole removal and/or relocation: Time and Material Pricing
- f. Street Light Pole Painting (Minimum of 5 poles): \$412/pole
- g. Inspection Services: \$169.95/hour (Journeyman Lineman); \$139.05/hour (Streetlight Maintenance Worker)
- h. Allother Street Light Repair Work or other services not referenced in Section (F) (2) shall be billable using Time and Material Pricing.

A schedule of Labor and Equipment rates are attached in Exhibit II.

3. Street Light Construction

New street lights installed by Contractor shall be billed as follows:

- | | |
|---|--------------------------------|
| a. Supply and install Street Light Assembly | (Depends on type and location) |
| b. Trench underground conduit and wire | \$17.39/FT |
| c. Bore underground conduit and wire | TBD |

Street Light layout services provided by Contractor shall be billed as follows:

- | | |
|---------------------------|---------------|
| a. Lead Layout Specialist | \$175.10/hour |
| b. AutoCAD Technician | \$103.00/hour |
| c. Clerical Support | \$66.95/hour |

Hourly rates include all ancillary equipment. All layouts are to be submitted for review and approval by the City prior to commencement of construction.

4. Price Escalators

The Unit Prices referenced in Section (F) (1) of Exhibit I, shall remain fixed for up to one (1) year. After which prices will be escalated by 3% each year or renegotiated during contract renewal and approval by both parties.

The Unit Prices referenced in Section (F) (2) and (F) (3) of Exhibit I, shall remain fixed for up to one (1) years. After which prices will be escalated by 3% each year or renegotiated during contract renewal and approval by both parties.

The Labor Rates in Exhibit II shall be adjusted annually on March 1 of each year, in accordance with the annual wage adjustment specified in the Local 57 Union Agreement.

The Equipment Rates in Exhibit II shall be adjusted up or down annually on March 1 of each year in accordance with the change in the Consumer Price Index using the most current 12 month period available.

By February 1 each year, Contractor shall issue City new Time and Material pricing reflecting the specified price adjustments; however, the revised rates shall not become effective until March 1. Such revised rates shall become a part of this Contract and remain in effect for one (1) calendar year.

G. Billing & Payment

1. Basic Street Light Maintenance: Contractor shall bill City month for the Basic Street Light Maintenance Service, and City shall pay the undisputed portion of the invoice within thirty (30) days of receipt of invoice.

2. Street Light Repair Work: Contractor shall submit a separate invoice and itemized breakdown to the City for the Street Light Repair Work completed in the previous thirty (30) days, and City shall pay the undisputed portion of the Invoice within thirty (30) days of receipt of invoice.

H. Performance Monitoring

City reserves the right to monitor and evaluate Contractor's performance on any and all work performed under this Contract. The evaluation will be measured by the City or City's agent. City and Contractor will develop a systematic reporting system enabling City to monitor Contractor's compliance with all of its obligations under this Contract, including but not limited to Contractor providing City information acquired or produced in handling and performing work orders under this Contract.

I. Subcontractors

Contractor may require the use of subcontractors to perform support services, including but not limited to, concrete work, asphalt work, underground boring services, landscaping, etc. Contractor shall assure that its subcontractors of all tiers comply with all of the provisions of this Contract, including but not limited to the requirements for insurance coverage and certificates as described in this Contract.

J. Subcontractor Supervision

Contractor hereby warrant the quality of work performed by its subcontractor as though they were its own forces. Notice to Contractor shall be considered notice to any affected subcontractor. Anything to the contrary in this Contract notwithstanding, there shall be no contractual relationship between any subcontractor of Contractor and City.

K. Removal of Subcontractors

Contractor shall immediately remove any subcontractor from City work upon written notice from City that said subcontractor has failed to perform in a manner that is satisfactory to City. Contractor shall be as fully responsible and accountable to City for quality of work of its subcontractors, as it is for the work performed by Contractor and City.

M. Minority/Women-Owned Business

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or national origin. The Contractor shall at all times fully comply with all applicable equal opportunity and affirmative action laws, regulations, statutes, ordinances and orders including (but not limited to) Executive Order 11246, Equal Opportunity Clause, as amended, and the rules, regulations and order of the United States Department of Labor.

N. Specifications

1. **Skill**- Contractor shall employ only workers and subcontractors who are competent to perform the work assigned to them and who are adequately trained, experienced, and qualified. At least one Journeyman Lineman shall be available to do work the City.
2. **City Right to Remove** —City has the right to disapprove, and demand the removal from any work (and the property of City) under this Contract, any craft or management personnel provided by Contractor or any subcontractor; and Contractor shall then promptly cause such personnel to be removed.
3. **Work Periods**-Work shall generally be performed hereunder Monday through Friday from 7:00 am to midnight but the Contractor shall perform work on other day and at other times as necessary to meet the City's needs, or as requested by the City.

O. Special Contract Clauses

1. **Uncontrollable Circumstances** — Should Contractor be delayed in the final completion of the work required under the Contract by strike, fire, Inclement weather or other cause outside the control of Contractor, and which, in the reasonable opinion of City, was not contributed by Contractor, and could not have been reasonably anticipated or reasonably avoided, then an extension of time sufficient to compensate for the delay, as reasonably determined by City, will be granted provided the Contractor gives City prompt notice, confirmed in writing within forty-eight (48) hours, of the cause of delay. In each case provided that Contractor has used all reasonable means to minimize the delay. For construction, removal, and/or relocation work, Contractor shall be given an extension of time that is no less than the duration of the Uncontrollable Circumstances to complete the work.

The Parties understand that occurrence of Maintenance and Repair work is cumulative in nature, such that a simple extension of time may not be sufficient to eliminate the backlog of work that arises during the Uncontrollable Circumstance. Therefore, the Parties shall mutually develop a recovery schedule for completing the backlog of Maintenance or Repair work arising from Uncontrollable Circumstances.

If Contractor completes the recovery schedule on time, the evaluation of Contractor's performance will not be impacted by the Uncontrollable Circumstances. All Maintenance and Repair work arising after the end of the Uncontrollable Circumstances shall be subject to the service repair times outlined in this Contract, except In the event that City requests Contractor to divert its workforce to other activities, such as storm restoration, then the Maintenance and Repair work shall be treated as backlog work and subject to a recovery schedule due to Uncontrollable Circumstances.

The following shall not be considered Uncontrollable Circumstances: weather conditions other than inclement weather, inadequate construction force or lack of coordination with other contractors, or the failure of Contractor to adequately schedule and supervise the work or obtain the required personnel, equipment or material, or the failure of Contractor to place orders for equipment or materials sufficiently in advance to insure delivery when needed.

2. **Inclement Weather** - For the purposes of this Contract the term “Inclement Weather” shall be defined as weather conditions under which members of IBEW Local 57 are not required to work pursuant to the then current bargaining agreement.

3. **Dispute Resolution** - In the event of a dispute, the following stepped process will be followed:

- a. The City Representative and the Contractor Project Manager shall attempt to resolve the issue within seven (7) days of written notice invoking the dispute resolution provisions of the agreement.
- b. If the dispute is not resolved within said seven (7) day period by the City Representative and the Contractor Project Manager, a City management person above the level of the Representative and the Contractor's Division Manager shall attempt to resolve the Issue.
- c. Should such negotiations by senior management fail to resolve the dispute within twenty-one (21) days, both parties shall agree to pursue resolution by mediation and/or arbitration in accordance with the Construction Industry Rules of the American Arbitration Association.
- d. The notice of demand for arbitration must be filed in writing with the other party to this Contract within fourteen { 14 } days after the expiration of the period in Section (0) (4) (c). Each party must bear its own expenses and legal fees. All other costs shall be shared equally by the parties. The decision of the arbitrator(s) shall be final, binding, and conclusive upon the parties, and not subject to appeal.
- e. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.
- f. If City has withheld money from payment to Contractor as a result of a dispute, City shall retain the money pending resolution of the Issue. If the issue is resolved in Contractor's favor, the withheld funds will be released within ten (10) days with interest at a rate of one percent (1%) per month.

EXHIBIT II

TIME AND MATERIAL RATE
EFFECTIVE 3/1/24 TO 02/28/2025

CLASSIFICATION	STRAIGHT TIME	SHIFT PREMIUM	OVER TIME	DOUBLE TIME
GENERAL FOREMAN	\$126.61	\$136.11	\$178.48	\$231.45
JOURNEYMAN FORMAN	\$119.44	\$128.24	\$167.86	\$217.38
JOURNEYMAN LINEMAN	\$109.71	\$117.58	\$153.46	\$198.32
STREET LIGHT MAINT. FOREMAN	\$79.08	\$82.88	\$107.73	\$138.78
STREET LIGHT MAINT. WORKER	\$73.18	\$76.62	\$99.19	\$127.40
2ND STEP STREET LIGHT MAINT. WORKER	\$64.97	\$67.94	\$87.51	\$111.97
1ST STEP STREET LIGHT MAIN. WORKER	\$52.43	\$54.69	\$69.74	\$88.55
UTILITY WORKER	\$48.08	\$50.04	\$63.47	\$80.27

EQUIPMENT RATES EFFECTIVE 3/1/24 TO 02/28/2025

CLASSIFICATION	HOURLY RATE
AUTO, SUV	\$14.00
BUCKET TRUCK, 37FT REACH	\$25.08
BUCKET TRUCK, 55FT REACH	\$31.39
DIGGER DERRICK	\$33.00
PICKUP, 1/2 TON	\$14.00
PICKUP, 3/4 TON TO 1 TON	\$15.00
FLAT BED OR DUMP - SINGLE AXLE	\$17.22
FLAT BED - DOUBLE AXLE	\$22.04
TRAILER, POLE, CABLE OR FLATBED	\$8.00
TRENCHER, SMALL	\$29.20
TRENCHER, LARGE	\$34.00
BORING MACHINE, SMALL	\$74.39
BORING MACHINE, LARGE	\$97.87
TRAILER MOUNT VAC TRUCK	\$30.67
HYDRO-VAC TRUCK	\$125.00
EXCAVATOR, MINI	\$31.50
COMPRESSOR, TRAILER MOUNT	\$12.23
ARROW BOARD, TRALER MOUNT	\$8.00

Any additional equipment furnished by Contractor, which is not owned by the Contractor, will be billed at the actual invoice cost to the Contractor, plus 10%.

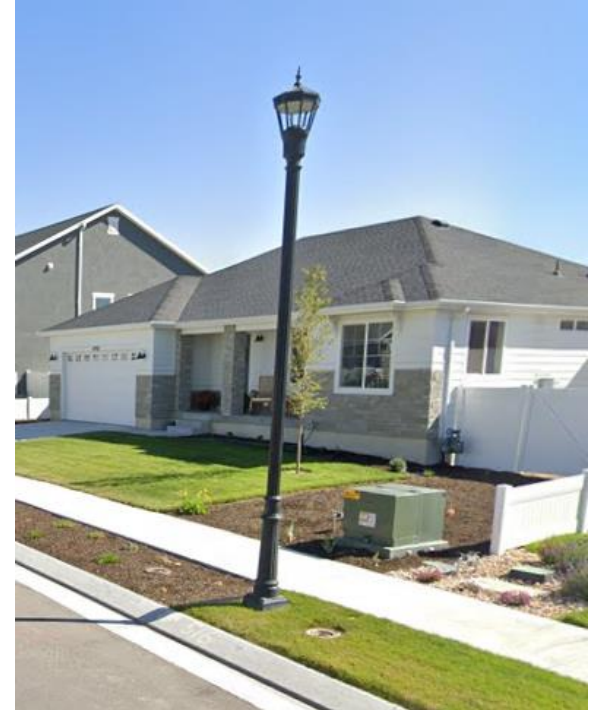
Material Costs

The billable rate to the City for material costs will be calculated at the actual invoice cost to the Contractor, plus 10%.

BLACK & MCDONALD STREETLIGHT DEPARTMENT

October 2024

Presented to: Centerville City



Black and McDonald History



- **Family-owned business for over 100 years.**
- **Maintain over 350,000 streetlights and 300 Charging Stations Nationwide.**
- **In our SLC office we have a Streetlight Group, Line Group, Civil Group and Substation Group.**
- **Held the Rocky Mountain Power LSA for over 20 years, and some municipalities Contracts over 20 as well.**

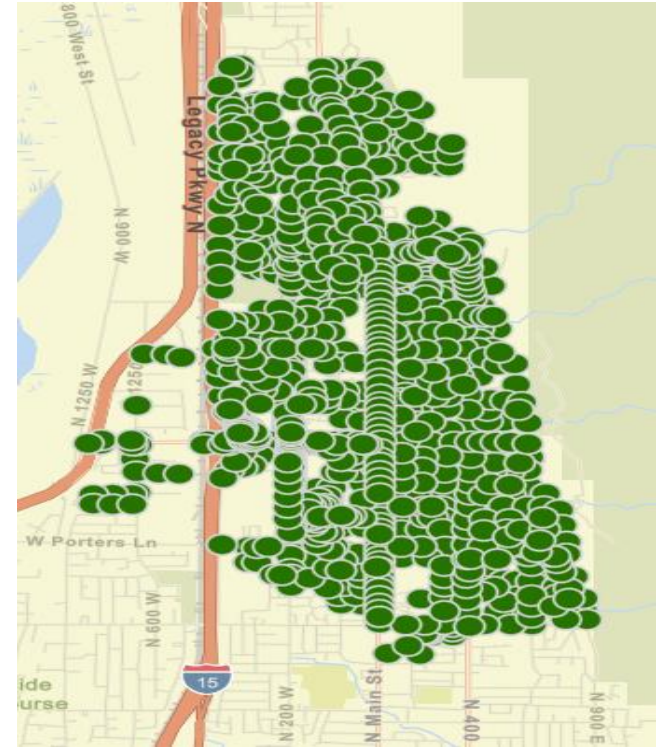
What you get with us



- GIS Group.
- Inventory Procurement and Storage.
- Monthly Night Patrol Passes through your City where we fix light outs on the spot.
- Team of trained professionals that have extensive Safety and Apprentice trainings yearly.
- LED Changeout Saving Programs.
- 24 Hour Emergency Call Center and Response.
- 72 Hour response time for reported lights.
- Veteran crews with 20+ years experience.

GIS Capabilities

- City wide survey yearly at no extra cost with updates happening daily.
- Reporting tool online for residents/cities to turn in lights that are out.
- Maintenance tracking
- Data collection includes: pole type, head type, wattage, picture of the pole setup, base detail and condition of pole.
- Capabilities to GPS underground feeds.



Inventory Management

- **Procurement of City specific material.**
- **Inventory tracking on costs as well as how many we have on hand.**
- **Handle all warranties for the City.**
- **Procurement of special need material for best value.**
- **Relationships with vendors for the best deals.**
- **Storage of all material in an organized damage free environment.**
- **Environmentally safe disposal of old bulbs, fixtures and poles.**



Work Order Tracking per Pole

Order Number	Work Order Description	Equipment Description	Actual Finish Date
1192358	REPAIR LIGHT OUT	618 W 1475 N	02/18/2015
4346171	CYCLING LIGHT	618 W 1475 N	04/25/2024
4374162	CYCLING	618 W 1475 N	06/04/2024

Order Number	Work Order Description	Equipment Description	Actual Finish Date
1144610	REPAIR LIGHT OUT	1455 N 800 W	12/16/2014
3281469	LIGHT OUT	1455 N 800 W	06/22/2022
4129633	BAD UNDERRGROUND-REPAIR	1455 N 800 W	11/10/2023
4346096	BAD HEAD-4K LED 37232	1455 N 800 W	08/07/2024

Order Number	Work Order Description	Equipment Description	Actual Finish Date
1274839	REPAIR LIGHT OUT	225 W 1300 N	05/26/2015
1277735	CHECK RMP SIDE	225 W 1300 N	05/26/2015
2004792	LIGHT OUT	225 W 1300 N	09/29/2017
2935797	LO	225 W 1300 N	06/30/2020
3024847	LO	225 W 1300 N	10/14/2020

- In our Oracle based system we track every work order per pole so we have history on all the maintenance that has been completed per pole with costs.
- We have information dating back to 2011.

Centerville Contract Review



■ Unit Rate Portion Includes

- Monthly pass will be done at night, and every pole in the city will be looked at. During this time the following will be repaired on the spot:
 - Lamps
 - Photocells
 - Reset fuses and Breakers
 - Lens Cleaning
 - Re-wire inside poles
 - Faulted copper cable if installed with NESC Standards-excluding 3rd party damages
 - Inspection of poles and tightening all brackets and bolts
 - Remove tree limbs touching the poles

■ All these items repaired within 72 Hours of being reported or found in the field.

■ Extra Work Includes

- Third Party damages such as Car hit poles and cut cables
- LED replacements
- Pole Painting
- Repair of Underground Services, including blue staking, easements, permits if applicable and the repair to NESC Code and City specifications
- Storm work repair
- Inspection Services of Work Constructed by others
- Make Safe Services: When a car hit pole, dig-in or any other safety concern comes up; the City can call 24/7 and we will have a crew there within 2 hours to clean up, disconnect power and make safe

■ These tasks are all repaired within 10 business days, unless Special material is needing to be ordered. We also get City approval before performing this work.

- **Being a Rocky Mountain Power LSA, we can get into RMP transformers, secondary boxes, have access to their feed maps and can be a liaison between the City and RMP. This saves the City money not having to pay RMP for Reconnects, Disconnects, feed locations and fuse replacements in their boxes which can be costly otherwise.**
- **We will report any RMP owned lights out to them and notify them of LED changes so you can see those savings reflected on your bill.**
- **We handle all warranty claims with vendors. We will also replace fixtures with our own inventory so there is no waiting for warranties to come in.**
- **We have a turnkey Streetlight Department allowing us to help with pre-construction, layout services, installs, and follow through with maintenance after the lights are installed.**

Who We Work for Locally



VINEYARD
STAY CONNECTED



CENTERVILLE
city
CITY COUNCIL

Staff Report

10/15/2024

Item No. 3.

Title: Providence Wellness Platform Service Agreement for Police Department

Initiated By: Allen Ackerson, Chief of Police

Staff Representative: Allen Ackerson, Chief of Police, Lisa Romney, City Attorney

SUBJECT:

Consider entering into the Providence Wellness Platform Service Agreement and related documents for mental health and wellness services for Police Department members, spouses, dependents, and retirees.

RECOMMENDATION:

Approve Providence Wellness Platform Service Agreement and related documents for mental health and wellness services for Police Department members, spouses, dependents, and retirees, subject to revisions acceptable to the City Attorney, and authorize Police Chief Allen Ackerson to sign the Agreement on behalf of the City.

BACKGROUND:

The City has been contracting with Providence Corporation for a number of years to provide mental health and wellness services for Police Department members, spouses, dependents, and retirees. Such services are required to be provided by the City in accordance with HB 59 (2023) entitled First Responder Mental Health Amendments. The parties are currently under contract based on a Service Agreement entered into in 2023. This current contract is set to expire on June 30, 2025. Providence has requested this mid-term renegotiation of the contract to address legal issues for them to avoid being possibly considered a health plan provider and for other updated provisions. The City is willing to enter into the newly proposed contract and related documents, subject to revisions recommended by the City Attorney. The City Attorney is still working through requested revisions to the Agreement with Providence, so it is requested the City Council approve the Agreement subject to revisions acceptable to the City Attorney. The cost of the services for the one-year term is \$12,096.

ATTACHMENTS:

1. Providence Wellness Platform - Service Agreement (2024)
2. Providence Wellness Platform - Pricing Sheet (Exhibit A)
3. Providence Wellness Platform - Subscription Agreement (Exhibit B)
4. Providence Wellness Platform - Timeline (Exhibit C)
5. HB 59 (First Responder Mental Health Benefits)



PERSONALIZED WELLNESS PLATFORM SERVICE AGREEMENT

This Personalized Wellness Platform Service Agreement (the “Service Agreement” or “Agreement”) is made by and between Centerville Police Department (“Client”, “Customer”, “you” or “your”), with its principal place of business at 250 North Main Street, Centerville, UT 84014, and Previdence Corporation (“Previdence”, “we”, “our” or “us”), a Utah corporation, with its principal place of business at 5742 South 1475 East, Suite 200, South Ogden, UT 84403. Client and Previdence are each referred to as a “Party” or, collectively, as “Parties”. This Agreement includes and incorporates by reference any written exhibits, attachments, addenda, appendices, or schedules that are attached to this Agreement as of the Effective Date or, that after the Effective Date, expressly state in a writing signed by each Party that any of the foregoing is subject to this Agreement (collectively, “Attachments”). For the avoidance of doubt, all references to this Agreement shall include both this Agreement and its Attachments.

I. INTRODUCTION

- A. Previdence provides a personalized wellness platform for Clients in the form of a subscription to its technology, tools, content and services platform (the “Wellness Platform” or “Platform”).
- B. Client wishes to engage and subscribe with Previdence for access to and use of the Wellness Platform on a self-funded basis, and Client wishes to provide this access and use of the Wellness Platform to its eligible employees (including non-civilian/sworn and civilian), eligible retirees, and eligible dependents (spouses and tax-dependent children).
- C. As a subscriber to the Wellness Platform under the terms of this Agreement, Client’s eligible employees, retirees and dependents may receive behavioral health and wellness treatment and services from the third-party therapists and behavioral health providers (each and collectively, “Providers”) that subscribe to the Wellness Platform.
- D. The services and deliverables to be provided by Previdence or its contracted Providers under this Agreement are limited to the services specially listed in the Client Subscription Selection, Pricing and Payment Schedule (“Pricing and Payment Schedule”), attached as Exhibit A and incorporated herein by this reference. Any services or deliverables not expressly listed in Exhibit A shall be considered out of scope and Previdence shall have no obligation for any services and deliverables not expressly listed in Exhibit A.

II. PURPOSE AND STATEMENT OF WORK

A. Previdence shall provide to Client the following:

- 1. The use of Previdence’s Wellness Platform, which includes all tools, content, resources, and online services provided in the Previdence Portal as outlined in the Previdence Personalized Wellness Platform Client Subscription Agreement (“Subscription Agreement”), attached as Exhibit B and incorporated herein by this reference. Client specifically acknowledges Previdence’s ability to make periodic upgrades to the Wellness Platform and services, including, without limitation, Previdence’s migration to its new MyOmnia Wellness Platform.

2. Specific services to be provided by Previdence as outlined in this Agreement and in the Pricing and Payment Schedule set forth in Exhibit A.
 3. Previdence software support line available Monday through Friday from 8am to 4pm mountain time.
 4. Audit, process and pay billings for eligible employees (including non-civilian/sworn and civilian), eligible retirees, and eligible dependents (spouses and tax-dependent children). The services do not include access to any inpatient services, psychedelic assisted therapy, intensive outpatient therapy, retreat therapy, or couples/family/group therapy.
- B.** Client shall furnish information requested by Previdence that is necessary to fulfill its responsibilities under this Agreement and the Timeline (“Timeline”) attached as Exhibit C and incorporated herein by this reference .

III. TERM AND EFFECTIVE DATE

- A.** This Agreement is effective as of July 1, 2024 (“Effective Date”) once it is signed by all Parties and shall continue for a period of one (1) year from the Effective Date, with an Agreement termination date of June 30, 2025 (“Termination Date”).
- B.** This Agreement shall not automatically renew, but the Parties may extend or renegotiate this Agreement if agreed to in writing signed by all Parties. If the Parties desire to extend or renegotiate this Agreement, the Parties shall meet and confer concerning the services provided and contract amounts paid for services at least ninety (90) calendar days before the Termination Date in order to give the Parties sufficient time to consider extension or amendments to the Agreement.

IV. TERMINATION

- A.** Except as otherwise provided in Subsection (C), early termination of this Agreement shall be for Cause or by mutual consent. For purposes of this Agreement, “Cause” shall mean the occurrence of any of the following events by either Party:
1. Material breach of any provision of this Agreement which, if capable of being cured, is not cured within thirty (30) days after written notice of such breach is provided by the non-breaching Party;
 2. Fraud, gross negligence, or willful misconduct in the performance of its duties or obligations under this Agreement;
 3. Bankruptcy, insolvency, receivership, or the filing of a petition for bankruptcy or for a reorganization or an arrangement under any bankruptcy or insolvency laws by or against the other Party;
 4. Any action or omission that materially impairs the other Party’s ability to perform its obligations under this Agreement; and
 5. Violation of any applicable law or regulation by a Party which adversely affects the other non-violating Party’s ability to perform its obligations under this Agreement.
 6. Failure to pay amounts due under this Agreement or a related Subscription Agreement. Client agrees that it is solely responsible for the payment of behavioral health and wellness treatment and services under this Agreement and the related Subscription Agreement. Client further agrees that it will not submit such



treatment and services claims to any insurer, Medicare or any other payor or insurance provider (public or private).

- B. Notice and Cure Period.** If a Party believes that Cause for termination exists, it shall provide the other Party with a written notice specifying the nature of the Cause and, if such Cause is capable of being cured, providing a period of thirty (30) days for the other Party to cure such Cause. If the Cause is not cured within the specified period, the non-breaching Party providing the notice may terminate this Agreement immediately upon the expiration of the thirty (30) day cure period.
- C. Client Right to Terminate.** Notwithstanding the foregoing, the Client reserves the right to terminate this Agreement and all Attachments upon ninety (90) days written notice to Previdence. In the event of termination by Client under this provision, Previdence shall refund any remaining contract amounts previously paid by Client on a pro rata basis; provided, Previdence shall have the right to retain contract amounts for services provided and costs incurred prior to termination. Previdence shall provide Client with a final accounting within 60 days of termination.
- D. Effect of Expiration or Termination.**
1. Upon expiration or termination of this Agreement, all obligations of the Parties under this Agreement shall cease, except for obligations that by their nature are intended to survive termination.
 2. In the event of a termination for Cause, the terminating Party shall have the right to seek any and all remedies available at law or in equity for any damages resulting from the Cause giving rise to termination; provided the Client's liability shall be limited to specific performance.
 3. Termination for Cause shall not affect the rights of either Party that may have accrued prior to termination, including any right to payment for valid and appropriate services rendered or reimbursement of expenses incurred prior to termination. For clarity, termination for Cause by Previdence shall deem any and all payments made by Client as of the effective date of termination for Cause by Previdence as fully earned by Previdence and non-refundable to Client.
- E. Return of Confidential Information.** Upon expiration or termination of this Agreement, each Party shall return or destroy all confidential information of the other Party that it has in its possession; provided, however, that Previdence may maintain one copy of Client's confidential information for regulatory or legal compliance or audit purposes. The retention and disclosure of confidential information shall comply with provisions of Section VI (Non-Disclosure & Confidentiality).
- F. Cooperation Post-Expiration or Termination.** The Parties agree to cooperate with each other following expiration or termination of this Agreement to ensure an orderly transition and to minimize disruption to their respective businesses, including but not limited to, the transfer of any data, documents, or other information as reasonably requested by the other Party.



- G. Dispute Resolution.** Any disputes arising out of or related to the termination of this Agreement for Cause shall be resolved in accordance with the dispute resolution provisions set forth in this Agreement (see Section X); provided, the Client's liability shall be limited to specific performance.

V. PRICING AND PAYMENT TERMS

- A.** Pricing is based upon the attached Client Subscription Selection, Pricing and Payment Schedule set forth in Exhibit A. Total Service Agreement amount shall be \$12,096 for the term of this Agreement. The Pricing for Services shall include 85 pre-paid third party provider sessions. Additional sessions may be purchased by Client in blocks of 10 as set forth in Exhibit A. The Pricing for Services also includes Onboarding and Implementation (which shall not be charged as an additional service).
- B.** The Service Agreement amount of \$12,096 is due and payable within thirty (30) days of executing this Agreement. Previdence will provide Client with an invoice for billing upon request.
- C.** There may be additional charges for the following services, if requested:
1. Special projects, services or training above and beyond the scope of this Agreement and not captured in Exhibit A
 2. Customization or specialized programming
 3. Consultation not otherwise provided as part of this Agreement

VI. NON-DISCLOSURE & CONFIDENTIALITY

- A.** Each party acknowledges that all material and information which has or will come into the possession and knowledge of each in connection with this Agreement or the performance thereof, consists of confidential and proprietary data, the disclosure of which as used by third parties could be damaging. Both parties, therefore, agree to hold such material and personal information in strictest confidence, not to make use thereof other than for the performance of this Agreement, to release it only to employees, officers, directors, contractors, attorneys, accountants, agents or contracted Providers requiring such information, and not to release or disclose it to any other party, except as approved by the parties or required by law. For clarity: (1) each party may use and disclose confidential information as expressly provided for in this Agreement, including without limitation any Exhibit or other attachment thereto; and (2) de-identified Customer Data (as described in Exhibit B) is not Customer's confidential information.
- B.** All parties agree to safeguard the information against disclosure to others with the same degree of care as exercised with its own information of a similar nature and in accordance with industry and health care standards.
- C.** All parties agree not to disclose the information to others, without the express written permission of the Client, except that:
1. Which are now, or become known in the future, public knowledge other than through acts of omissions by Previdence.

2. Which are lawfully obtained by Providence from sources independent of the Client.
 3. A disclosure by recipient of any of the other Party's confidential information: (1) in response to a valid order by a court or other governmental entity; (2) as otherwise required by law; or (3) necessary to establish the rights of either Party under this Agreement shall not be considered to be a breach of this Agreement by recipient; provided, however, that recipient provides prompt prior written notice thereof to the other Party to enable that Party to seek a protective order or otherwise prevent the disclosure of the confidential information.
- D.** Access, disclosure, and classification of this Agreement and records created hereunder shall be subject to the Utah Government Records Access and Management Act, as set forth in Utah Code §§ 63G-2-101, et seq.

VII. INDEMNIFICATION

- A.** Client agrees to hold Providence and its directors, officers, members, investors, managers, employees, and agents harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from (i) Client's negligent, reckless, or willful misuse of Providence's Wellness Platform and services, or any other of Client's gross negligence or willful misconduct, (ii) Client's placement or transmission of any message, content, information, software, or other submissions through Providence's Wellness Platform or services, and (iii) Client's breach or violation of the law or of this Agreement.
- B.** Providence shall hold harmless, defend at its own expense, and indemnify Client, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of Providence or its officers, employees, agents in rendering services under this contract; excluding however, any liability, claims, losses, damages, or expenses arising from Client's sole negligence or willful act.
- C.** Client is a governmental entity entitled to governmental immunity under the Utah Governmental Immunity Act, as set forth in Utah Code §§ 63G-7-101, et seq. Nothing in this Agreement shall be construed to waive any protections, rights, or defenses of Client applicable under the Governmental Immunity Act. Remedies for contractual breach and any claims for damages, losses, or liability by Client shall be limited to specific performance.

VIII. DISCLAIMERS AND LIMITATIONS ON LIABILITY

- A. PROVIDENCE IS NOT A HEALTH CARE PROVIDER.** PROVIDENCE IS A TECHNOLOGY COMPANY THAT PROVIDES AN ONLINE WELLNESS PLATFORM. PROVIDENCE IS NOT A BEHAVIORAL HEALTH, MEDICAL CARE, EMERGENCY SERVICES OR ANY OTHER TYPE OF HEALTH CARE PROVIDER. NOR SHOULD OUR WELLNESS PLATFORM BE CONSIDERED OR CONSTRUED AS PROVIDING PSYCHOLOGICAL OR MEDICAL ADVICE. THE SCREENINGS ALONE ARE NOT TO BE CONSIDERED A DIAGNOSIS OR TREATMENT. THIS INFORMATION IS NOT DESIGNED TO REPLACE A HEALTH CARE PROVIDER'S INDEPENDENT JUDGMENT. CLIENT ACKNOWLEDGES AND AGREES THAT ANY TREATMENT PROVIDED BY OUR



CONTRACTED PROVIDERS ARE PROVIDED BY THOSE PROVIDERS AND NOT BY PREVIDENCE.

- B. PREVIDENCE IS NOT A HEALTH INSURER OR CREDENTIALING PROVIDER.** Previdence is not an insurer or guarantor of any payment, treatment or service under this Agreement or the related Subscription Agreement. Nor is Previdence a credentialing service provider. Client further agrees that no claims relating to the treatment or services provided by Previdence or its contracted Providers will be submitted to insurance, Medicare or any other payor or insurance provided (public or private) and that such treatment or services are entirely self-funded by Client.
- C. GENERAL DISCLAIMER.** PREVIDENCE MAKES NO CLAIMS, REPRESENTATIONS OR GUARANTEES THAT THE WELLNESS PLATFORM, PRODUCT OR OTHER SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT PROVIDES A PHYSICAL OR THERAPEUTIC BENEFIT.
- D. RELEASE OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT HEREBY RELEASE PREVIDENCE AND AGREE TO HOLD PREVIDENCE HARMLESS FROM ANY AND ALL CAUSES OF ACTION AND CLAIMS OF ANY NATURE RESULTING FROM ANY ACT, OMISSION, OPINION, RESPONSE, ADVICE, SUGGESTION, INFORMATION AND/OR SERVICE OF ANY THERAPIST. CLIENT UNDERSTANDS, AGREES, AND ACKNOWLEDGES THAT PREVIDENCE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES. CLIENT LIABILITY SHALL BE LIMITED TO SPECIFIC PERFORMANCE.

IX. FORCE MAJEURE

- A.** Neither party shall be liable for failure to perform, or for any delay in performing, its obligations under this Agreement when such failure or delay is due to force majeure, provided the party claiming the existence of force majeure gives notice to the other party within fourteen (14) days of the commencement or continuance of the circumstances which constitutes such force majeure. The term "force majeure" means events beyond the control of the applicable party, namely pandemics, strikes, lockouts, fires, floods, delays in transportation or delivery, acts of God or the public enemy, embargoes, wars, declared or undeclared, riots, civil commotion, interference by civil or military authorities, terrorist acts, or governmental actions. Neither party shall be relieved from performing any pending obligations under the Agreement when the existence of force majeure has been eliminated or terminated.

X. DISPUTES

- A. GENERAL. PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY, AS THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH PREVIDENCE, AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM PREVIDENCE INCLUDING A LIMITATION ON THE RIGHT TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM.**
- B. Arbitration Agreement.**
 - 1. Applicability. All disputes arising out of, relating to, or in connection with the terms or your use of the Wellness Platform and the services that cannot be



resolved informally or in small claims court will be resolved through binding arbitration on an individual basis, except that you and Previdence are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

2. Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association (“AAA”). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The AAA Consumer Arbitration Rules (“AAA Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single neutral arbitrator.
3. Location. If the claim is for \$10,000 or less, the party initiating the arbitration may choose whether the arbitration will be conducted (1) solely on the basis of documents submitted to the arbitrator; (2) through a non-appearance based telephonic hearing; or (3) by an in-person hearing as established by the AAA Rules in the county of your billing address. In the case of an in-person hearing, the proceedings will be conducted at a location which is reasonably convenient for both parties with due consideration of the ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by the arbitration institution.
4. Fees. Your arbitration fees and your share of arbitrator compensation will be limited to those fees set forth in the AAA Rules with the remainder paid by Previdence. If the arbitrator finds that either the substance of your claim or the relief sought in the arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Previdence for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator’s ruling on the merits.
5. Authority of Arbitrator. The arbitrator will have exclusive authority to decide the jurisdiction of the arbitrator, including any unconscionability challenge or other challenge that the arbitration provision or this Agreement is void, voidable, or otherwise invalid. The arbitrator shall also have the exclusive authority to determine the rights and liabilities, if any, of you and Previdence. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award all remedies available under applicable law, the arbitral forum's rules, and the Terms.

The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Previdence.

6. Public Injunction Exclusion. Notwithstanding the foregoing, you may pursue a claim for public injunctive relief either in court or through arbitration.
 7. Notwithstanding the foregoing, Client shall only be liable for the actual amount of the contract not to exceed \$12,096 and specific performance. Any arbitrator shall be limited to such enforcement action.
- C. JURY TRIAL WAIVER.** EXCEPT WHERE NOT PERMITTED BY LAW, YOU AND PREVIDENCE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. RATHER, YOU AND PREVIDENCE ELECT TO HAVE CLAIMS AND DISPUTES RESOLVED BY ARBITRATION. IN ANY LITIGATION BETWEEN YOU AND PREVIDENCE OVER WHETHER TO VACATE OR ENFORCE AN ARBITRATION AWARD, YOU AND PREVIDENCE WAIVE ALL RIGHTS TO A JURY TRIAL AND ELECT INSTEAD TO HAVE THE DISPUTE BE RESOLVED BY A JUDGE.
- D. CLASS ACTION WAIVER.** WHERE PERMITTED UNDER THE APPLICABLE LAW, YOU AND PREVIDENCE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR CONSOLIDATED ACTION.
- E. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of Utah, without regard to its conflict of laws principles.
- F. Venue; Personal Jurisdiction; Waiver of Objection; Service of Process.** For disputes not subject to the arbitration, any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the courts of Davis County or Weber County, Utah or, if it has or can acquire jurisdiction, in the United States District Court for the District of Utah, and each Party irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding. Each Party hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the aforesaid courts in any action or proceeding arising out of or relating to this Agreement. Each Party agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this Agreement in any court referred to in this Section. Each Party hereby irrevocably waives any claim that any such suit, action, or proceeding has been brought in an inconvenient forum. Each Party hereby agrees that service of process, summons, notice, or other document by U.S. registered mail, or by any other means permitted by applicable law, to such Party's address set forth in this Agreement shall be effective service of process for any action, suit, or proceeding brought against such Party in any such court.
- G. Equitable Relief.** Each Party acknowledges and agrees that any breach or threatened breach of this Agreement may cause the other Party irreparable damage for which recovery of money damages would be inadequate and that the non-breaching Party shall therefore be entitled to seek timely injunctive relief to protect its rights under this Agreement, in addition to any and all remedies available at law.
- H. Survival.** This Section X shall survive the termination of your relationship with



Previdence.

XI. ASSIGNMENT

- A. General Prohibition on Assignment.** Client may not assign or delegate, sublicense or otherwise transfer this Agreement, or its services to be performed or obligations under this Agreement, without the prior written consent of Previdence, which consent shall not be unreasonably withheld, delayed, or conditioned.
- B. Permitted Assignments.** Notwithstanding the foregoing, Previdence may assign this Agreement without the consent of Client to:
 - 1. An affiliate of Previdence;
 - 2. A successor entity in the event of a merger, acquisition, or consolidation; or
 - 3. A purchaser of all, substantially all, or a partial acquisition of Previdence's assets to which this Agreement relates; provided that Previdence provides the other Party with prompt written notice of any such assignment and the assignee agrees in writing to be bound by all terms and conditions of this Agreement.
- C. Binding Effect.** Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- D. Void Assignments.** Any purported assignment or transfer in violation of this Section shall be null and void and of no force or effect.
- E. Notice of Assignment.** The assigning Party shall provide the non-assigning Party with written notice of any assignment or transfer permitted under this Agreement as soon as reasonably practicable, but in no event later than thirty (30) calendar days after such assignment or transfer.

XII. MISCELLANEOUS

- A. Waiver.** No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.
- B. Severability.** If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision, and such invalid term, clause or provision shall be deemed to be severed from the Agreement.
- C. Entire Agreement.** This Agreement, along with the Subscription Agreement and other Exhibits, constitutes all agreements between the parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.
- D. Prior Agreement.** The Parties agree the prior agreement entered into by the Parties dated October 17, 2023, is hereby terminated and replaced by this Agreement. The City shall own no further costs or expenses under the prior agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth herein and are legally bound by the terms hereof.

PREVIDENCE CORPORATION

OFFICER NAME

OFFICER E-SIGNATURE

DATE

CLIENT ORGANIZATION

AUTHORIZED REPRESENTATIVE NAME

AUTHORIZED REPRESENTATIVE SIGNATURE

DATE



Client Information

Organization: Centerville Police Department _____
Contact Name: Chief Allen Ackerson _____
Project Manager (if different): _____
Physical Street Address: 250 North Main Street _____
City: Centerville _____ State: Utah _____ Zip Code: 84014 _____
Client Main Number: (801) 292-8441 _____
Office Phone Number: (801) 677-6426 _____
Client Email: allen.ackerson@centervilleutah.gov _____

Client Billing Information

Contact Name: Chief Allen Ackerson _____
Phone: (801) 677-6426 _____ Email: allen.ackerson@centervilleutah.gov _____
Billing Address: 250 North Main Street _____
City: Centerville _____ State: Utah _____ Zip Code: 84014 _____
Other: Nate Plaizier, Centerville Finance Director _____

Client Administrator (as defined in Exhibit C) Information

Contact Name: Chief Allen Ackerson _____
Phone: (801) 677-6426 _____ Email: allen.ackerson@centervilleutah.gov _____

EXHIBIT A

Client Subscription Selection, Pricing and Payment Schedule

CLIENT NAME:	Centerville Utah Police
PROPOSAL DATE:	1-Jul-24

previdence

5742 S. 1475 E. Suite 200
South Ogden UT 84043
801.409.0904

# of Members	24
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Services Description	Quantity
1 Full access to the Previdence Wellness Platform including: Resources, Screener, Reports, Member Support, and Care Coordination	Up to UNLIMITED ACCESS
2 Access to Third Party Provider Services ¹	Up to 85 sessions/year
3 Clinical Supervision for Peer Support Program ²	Up to 12 consultations/year
4 Departmental Training on a Priority Wellness Topic ³	Up to 1 training/year

Incl.	Eligible Population	Months	PMPM	Estimated Cost
☒	Eligible Staff (non-civilian/sworn, civilian)	12	\$42.00	\$12,096.00
☒	Add spouses and/or tax dependent children?	12	\$0.00	\$0.00
☒	Add coverage for retirees?	12	\$0.00	\$0.00

SUBTOTAL	\$12,096.00
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Additional Services As Needed or Requested				
Services Description	Cost Basis	Quantity	Price	Estimated Total
Additional block of 10 sessions of 3rd Party Provider Services	One Time	10	\$1,500.00	\$0.00
Onboarding and Implementation Fee	One Time	0	\$2,500.00	\$0.00
Previdence Travel Expenses (for Client briefings, trainings, workshops, luncheons, etc)	Round trip expenses	0	Costs Incurred	\$0.00
Additional Custom Wellness Training sessions (as requested)	Per session	0	\$1,000.00	\$0.00
Peer Support Workshop (For Certified Client Peer Support Members)	Workshop	0	\$5,000.00	\$0.00
Peer Support Certification (One day session)	Per Client employee attending	0	\$299.00	\$0.00
Additional Clinical Supervision Hours for Peer Support Program	Per Therapist per hour	0	\$200.00	\$0.00
TOTAL				\$12,096.00

¹ Third Party Provider Services is defined as individual, outpatient therapy provided by third party therapists and behavioral health providers. Third Party Provider Services do not include access to any inpatient services, residential treatment services, psychedelic assisted therapy, intensive outpatient therapy, retreat therapy, or couples/family/group therapy. ~~Third Party Provider Services are offered on a self-funded basis only.~~ Previdence is a not a benefits administrator, insurance company, health plan, or any other type of risk bearing entity. Nor is Previdence itself a behavioral health, medical care, emergency services or any other type of health care provider. Third Party Provider Services are limited to an aggregate number of sessions to be used by the Client in a contract period. Should the Client exceed this number, additional blocks of Third Party Provider

² (12) one hour consultation sessions with a provider.

³ The Priority Wellness Topic for departmental trainings will be determined with department leadership team based on needs reveled in the wellness screening process

EXHIBIT “B”

**PERSONALIZED WELLNESS PLATFORM
CLIENT SUBSCRIPTION AGREEMENT**

This Personalized Wellness Platform Client Subscription Agreement (the “Subscription Agreement”) is attached as Exhibit B to the Personalized Wellness Platform Service Agreement (the “Service Agreement” or the “Agreement”) by and between the Client and Previdence and explains your rights and obligations as a subscriber of Previdence’s proprietary Wellness Platform, including its core and supporting technologies, content, tools and services. Capitalized and other defined terms used in this Subscription Agreement which are not defined in the Service Agreement are defined below in Section X (Definitions) of this Exhibit B. For clarity, this Subscription Agreement is subject to the terms and conditions of the Service Agreement.

OVERVIEW

As a subscriber to Previdence’s Wellness Platform (“Subscriber”), Previdence will permit Client to access and use the associated Content and Services, including a browser interface, data-encryption, transmission, access, and storage. Your registration for, or use of, the Content and Services shall be deemed to be your agreement to abide by this Subscription Agreement including any information or material available in the Previdence Wellness Platform incorporated by reference herein, including but not limited to the Previdence Privacy Policy and the Previdence Acceptable Use Policy. By registering for or using the Services you acknowledge that you have read the Service Agreement, including all attachments and exhibits to the Service Agreement including this Subscription Agreement, and that you understand and agree to be bound by its terms and conditions. You also agree that the Service Agreement including all attachments and exhibits to the Service Agreement including this Subscription Agreement, is the complete and exclusive statement of agreement between you and Previdence concerning the subject matter hereof and supersedes all proposals or prior agreements, verbal, oral or written, and any other communications between you and Previdence relating to the subject matter hereof.

I. SUBSCRIPTION: CONTENT AND SERVICES

- A. Access.** As a Subscriber you may obtain access to certain digital platforms, services, technologies, software, tools and content made available by Previdence. The Previdence Wellness Platform, Content, Services, and any other software and updates (including MyOmnia related services) you either download or access via Previdence, including but not limited to Previdence’s non-clinical wellness Client support services (including Client member support and Client Peer Support program assistance) and third-party behavioral health services provided by Providers (*i.e.*, third-party therapists and behavioral health providers that subscribe to the Wellness Platform as defined in the Service Agreement), and the rights to access and /or use any Content and Services accessible through Previdence are referred to in this Subscription Agreement as “Subscriptions”, or individually as a “Subscription”.
- B. Potential Additional Terms.** Each Subscription allows you to access specific Content and Services. Some Subscriptions may impose additional terms specific to that

Subscription ("Subscription Terms"). Also, the Subscription Terms, the Rules of Use, the Previdence Privacy policy are binding on you once you indicate your acceptance of them or of the Agreement.

II. BASIS OF LICENSE

- A. **General Content and Services License.** Previdence hereby grants, and you accept, a non-exclusive license and right to use the Content and Services for your personal, non-commercial use (except where commercial use is expressly allowed herein or in the applicable Subscription Terms). The Content and Services are licensed, not sold. Your license confers no title or ownership in the Content and Services. To make use of the Content and Services, you must have a Previdence account, and you may be required to run a Previdence software client package and maintain a connection to the internet. This is for reasons that include, without limitations, system security, stability, and user interoperability.
- B. **Updates.** Previdence may need to automatically update, pre-load, create new versions of or otherwise enhance the Content and Services, accordingly the system requirements to use the Content and Services may change over time. You consent to such automatic updating. You understand that this Subscription Agreement (including applicable Subscription Terms) does not entitle you to future updates, new versions or other enhancements of the Content and Services associated with a particular Subscription, although Previdence may choose to provide such updates at its sole discretion.
- C. **Right to Use.** We grant you the right to access and use the Services included with your Subscription, as further described in this Subscription Agreement. We reserve all other rights.
- D. **Acceptable Use Policy.** You may use the Product only in accordance with this Subscription Agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Product. You may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters your use of the Services. You may not rent, lease, lend, resell, transfer, or host the Product, or any portion thereof, to or for third parties except as expressly permitted in this Subscription Agreement or the Services Terms. You may not allow multiple users to directly or indirectly access any Previdence Services feature that is made available on a per-user basis.
- E. **End Users.** You control access by End Users, and you are responsible for their use of the Previdence Wellness Platform, Services, Product and Content in accordance with this Subscription Agreement. For example, you will ensure End Users comply with the Acceptable Use Policy.
- F. **No Professional Services (e.g., No Legal, Psychiatric, Psychological, or Medical Counsel and Advice).** These Services and Content are intended solely to provide non-clinical general wellness support. You acknowledge and agree that any behavioral or mental health services provided in connection with the Service Agreement are provided by Providers and not Previdence. These Services and Content are not intended to constitute legal or professional advice and should not be used or relied on as legal or professional advice. If legal, psychiatric, psychological, or medical advice is desired or needed, a licensed professional should be consulted.

III. YOUR ACCOUNT

- A. **Privacy & Security.** Previdence reserves the right to modify its privacy policy in its reasonable discretion from time to time. Note that Previdence will occasionally need to notify all users of the Services about important operational events. It is your responsibility to ensure that your contact information is current so such notifications can take place.
- B. **Your Customer Data.** You are solely responsible for the content of all Customer Data and are solely responsible for maintaining the originals of all Customer Data. Any Customer Data provided to Previdence must be a copy of the originals of the Customer Data that you retain. You will secure and maintain all rights in Customer Data necessary for us to provide the Services to you without violating the rights of any third party or otherwise obligating Previdence to you or to any third party. Previdence does not and will not assume any obligations with respect to Customer Data or to your use of the Product other than as expressly set forth in this Subscription Agreement or as required by applicable law. Except as may be expressly stated in a separate Statement of Work or otherwise agreed upon in a signed writing by Previdence, Previdence shall have no obligation to retain, host, maintain, or forward to you copies of any Customer Data, unless otherwise required by law.
- C. **Responsibility for Your Accounts.** You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Wellness Platform, Content and Services. You must promptly notify our customer support team about any possible misuse of your accounts or authentication credentials, or any security incident related to the Services.
- D. **Preview Releases.** We may make Previews available. Previews are provided “as is”, “with all faults”, and “as available”, and are excluded from the Service Agreement and all limited warranties provided in the Service Agreement. Previews may not be covered by customer support. We may change or discontinue Previews at any time without notice. We also may choose not to release a Preview into general availability.
- E. **Management Console.** You may use the Management Console to manage the Services included with your subscription. Previdence support is glad to assist you in configuring and administering the Services. However, you have the ultimate responsibility to configure and administer the Services. Your use of the Management Console remains subject to the following limitations (and any other limitations in the Service Agreement or Services Terms):
 - 1. you may not resell or redistribute the Previdence Services, and
 - 2. you may not allow multiple users to access any Previdence Services directly or indirectly or features that are made available on a per-user basis.
- F. **Administrator Assumption of Control.** If you use an email address provided by an organization you are affiliated with (e.g., an employer or school) to order a Service as an individual, you represent that you have authority to use that organization’s domain to sign up for a Subscription in your capacity as a member of that organization. The organization, as the owner of the domain associated with your email address, may assume control over and manage your use of the Services. In such a case, your organization’s designated Client Administrator (as defined in Exhibit C) may (i) control and administer your account, including modifying and terminating your access and (ii) access and process your data, including the contents of your communications and

files. Previdence may inform you that your organization has assumed control of the Services covered by your Subscription, but Previdence is under no obligation to provide such notice. If your organization is administering your use of the Services or managing the system associated with your Subscription, direct your data subject requests and privacy inquiries to your Client Administrator. If your organization is not administering your use of the Service or managing such system, direct your data subject requests and privacy inquiries to Previdence.

- G. Shared Directory Data.** When you order a Service using an email address with a domain provided by an organization you are affiliated with (*e.g.*, an employer or school), the Service adds you to a directory of users that share the same email domain. Your directory data (name, date of signup, phone number(s), email address and other information) may be visible to other users of Services within your organization's email domain.
- H. Additional Software for use with the Services.** To enable optimal access to and use of certain Services, you may install and use certain software or technology tools in connection with your use of the Service as described in the Services Terms. Previdence is licensing software and our Wellness Platform and related tools to you on a subscription basis; we do not sell it to you. Proof of your license subscription is (1) this Subscription Agreement, (2) any order confirmation, and (3) proof of payment. Your rights to access Previdence's Wellness Platform, software or technology tools on any device do not give you any right to implement Previdence patents or other Previdence intellectual property in software or devices that access that device.

IV. OWNERSHIP OF CONTENT AND SERVICES

- A. Intellectual Property Ownership.** You hereby agree that Previdence owns all right, title, and interest, including all related intellectual property rights, in and to the Previdence technologies, the Content, and the Service and any suggestions, ideas, enhancement request, feedback, recommendations, or other information provided by you or any other party relating to the Service. You agree that this Subscription Agreement is not a sale and does not convey to you any rights of ownership in, or related to, the Wellness Platform, Previdence's technologies, Content and Services, or the intellectual property rights owned by Previdence including patent rights or trademark rights. The Previdence name, the Previdence logo, and the product names associated with the Content and Services are trademarks of Previdence or third parties, and all rights associated with these trademarks are reserved by Previdence.
- B. Customer Data Use License.** You hereby grant Previdence a worldwide, non-exclusive, sublicensable, transferable and perpetual license to use and disclose Customer Data for any lawful purpose. You also grant Previdence the right to de-identify Customer Data using the de-identification standard as described in 45 C.F.R. 164.514. Previdence owns all de-identified data sets and may use and disclose de-identified data sets as permitted or required by applicable law. All data rights, titles and interests not specifically and expressly granted by either Party hereunder are hereby reserved to Previdence. This provision survives the expiration or termination of this Subscription Agreement.

V. PURCHASING AND PAYMENT

- A. Payment Authorization.** When you provide payment information to Previdence or to one of its payment processors, you represent to Previdence that you are the authorized user of the card, PIN, key, or account associated with that payment, and you authorize Previdence to charge your credit card or to process your payment with the chosen third-party payment processor for any Subscription or other fees incurred by you in the use of third-party services or software. Previdence may require you to provide your address or other information in order to meet their obligations under applicable tax law.
- B. Responsibility for Charges Associated with Your Account.** As the account holder, you are responsible for all charges incurred, including applicable taxes, and all purchases made by you or anyone that uses your account, including your family or friends. Any delinquent or unpaid accounts must be settled before Previdence allows you to register again.
- C. Available Subscription offers.** Previdence subscriptions can be categorized as one or a combination of the following:
1. Contract Offering or Subscription. You commit in advance to purchase a specific quantity of Content and Services for use during a term and to pay upfront or on a periodic basis in advance of use. With respect to Previdence Content and Services, additional or other usage (for example, usage beyond your commitment quantity) may be treated as a Pay-per-usage Offering. You agree that under this offer you are self-funding behavioral wellness services for your eligible employees, retirees and dependents. In the event that advance purchases are insufficient to cover the number and types of treatment and services provided to your eligible employees, retirees and dependents, you agree to remit amounts due to cover such costs within thirty (30) days of a written request by Previdence.
 2. Pay-per-usage Offering (also called Pay-As-You-Go). You pay based on actual usage in the preceding month with no upfront commitment. Payment is on a periodic basis in arrears. You agree that under this offer, you are self-funding behavioral wellness services for your eligible employees, retirees and dependents.
 3. Limited Offering or Trial Offering. You receive a limited quantity of services for a limited term without charge (for example, as a trial Subscription or free account) or as part of another Previdence offering. Provisions in this Subscription Agreement with respect to pricing, cancellation fees, payment, and data retention may not apply.
- D. Ordering.**
1. By ordering or renewing a Subscription, you agree to the Offer Details for that Subscription. Unless otherwise specified in those Offer Details, Services are offered on an “as available” basis. You may place orders for your Affiliates under this Subscription Agreement and grant your Affiliates administrative rights to manage the Subscription, but Affiliates may not place orders under this Subscription Agreement. You also may assign the rights granted to you under Section I.A to a third party for use by that third party in your internal business. If you grant any rights to Affiliates or third parties with respect to Previdence’s

Content and Software, the Wellness Platform, or your Subscription, such Affiliates or third parties will be bound by the Agreement, and you agree to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products, Wellness Platform, Content and Services. You further agree that such Affiliates are under common ownership for purposes of participation under the Agreement.

2. Some offers may permit you to modify the quantity of Services ordered during the Term of a Subscription. Additional quantities of Services added to a Subscription will expire at the end of that Subscription. If amounts are due to Previdence for such modification, you agree to remit payment to Previdence within thirty (30) days of a written request for payment from Previdence.

- E. Pricing and Payment.** Payments are due and must be made according to the Offer Details for your Subscription as more particularly set forth in the Service Agreement.
- F. Renewal.** Upon any renewal or extension of your Subscription, the terms and conditions of the Service Agreement and this Subscription Agreement shall remain in force throughout the term of the renewal unless otherwise agreed upon in writing by the parties.
- G. Taxes.** Prices are exclusive of any taxes unless otherwise specified on the invoice as tax inclusive. You must pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under the Agreement and which we are permitted to collect from you under applicable law. You will be responsible for any applicable stamp taxes and for all other taxes that you are legally obligated to pay including any taxes that arise on the distribution or provision of Products to your Affiliates. We will be responsible for all taxes based on our net income, gross receipts taxes imposed in lieu of taxes on income or profits, or taxes on our property ownership. If any taxes are required to be withheld on payments you make to us, you may deduct such taxes from the amount owed to us and pay them to the appropriate taxing authority; provided, however, that you promptly secure and deliver an official receipt for those withholdings and other documents we reasonably request to claim a foreign tax credit or refund. You must ensure that any taxes withheld are minimized to the extent possible under applicable law.

VI. TERM, TERMINATION, AND SUSPENSION

- A. Subscription Agreement Term.** This Subscription Agreement will remain in effect in accordance with the terms of the Service Agreement.
- B. Subscription Termination.** Termination of this Subscription Agreement shall be governed by the termination provisions in the Service Agreement.
 - a.

VII. DISCLAIMERS; LIMITATIONS OF LIABILITY

- A. DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PREVIDENCE AND ITS AFFILIATES AND SERVICE PROVIDERS EXPRESSLY DISCLAIM (I) ANY WARRANTY FOR PREVIDENCE, THE CONTENT AND SERVICES, AND THE

SUBSCRIPTIONS, AND (II) ANY COMMON LAW DUTIES WITH REGARD TO PREVIDENCE, THE CONTENT AND SERVICES, AND THE SUBSCRIPTIONS. PREVIDENCE, THE CONTENT AND SERVICES, THE SUBSCRIPTIONS, AND ANY INFORMATION AVAILABLE IN CONNECTION THEREWITH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 OF THE UNITED STATES UNIFORM COMMERCIAL CODE AND/OR IN ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED. ALSO, THERE IS NO WARRANTY OF TITLE, NON-INTERFERENCE WITH YOUR ENJOYMENT, OR AUTHORITY IN CONNECTION WITH PREVIDENCE, THE CONTENT AND SERVICES, THE SUBSCRIPTIONS, OR INFORMATION AVAILABLE IN CONNECTION THEREWITH. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312 OF THE UNITED STATES UNIFORM COMMERCIAL CODE IS EXPRESSLY DISCLAIMED.

B. Limitation of Previdence Liability. We will use reasonable endeavors to remedy faults in the Products. If we fail to comply with these Service Terms, your sole and exclusive remedies and our entire obligation and liability to you will in no circumstances exceed the total amount of fees paid by you to us under the terms the Agreement in the twelve (12) months preceding the event giving rise to such liability. In addition, we will not be liable for:

1. Faulty operation of computers during the registration process or during completion of a subscription or during the transmission of any data and/or for incorrect or overly slow transmission of data by the internet provider and/or any damage that occurs due to information submitted by you not being received by us or not being received promptly or not being considered, as a consequence of technical faults with our software or hardware (whether or not they are within or outside of our control).
2. Any loss or damage due to viruses or other malicious software that may infect your Device, computer equipment, software, data, or other property caused by you accessing, using, or downloading from the Products, or from transmissions via emails or attachments received from us, except to the extent arising from or related to Previdence's breach of its obligations under this Subscription Agreement.
3. Any websites linked to the Products but operated by third parties.
4. Verification of credentials of any third-party mental health services or professionals.
5. The payment for behavioral health and wellness treatment and services provided to your eligible employees, retirees and dependents. You acknowledge that the sole responsibility for the payment of such treatment and services rests with you. You further agree not to submit claims for behavioral health and wellness treatment and services provided by Previdence or its contracted therapists for insurance, Medicare or any other insured payor (public or private) reimbursement.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, each

of Previdence, its licensors, and its affiliates' liability shall be limited to the full extent permitted by law.

- C. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, PREVIDENCE AND ITS AFFILIATES, SUPPLIERS, CLIENTS OR LICENSORS (COLLECTIVELY, THE "PROTECTED ENTITIES") SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE PRODUCTS OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE PRODUCTS, OR LOST BUSINESS OR LOST SALES, OR ANY ERRORS, VIRUSES OR BUGS CONTAINED IN THE PRODUCTS, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON OR THROUGHOUT THE PRODUCTS. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS OF USE OR YOUR USE OF THE PRODUCTS EXCEED THE GREATER OF: (i) THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS IN QUESTION; OR (ii) THE AMOUNT ACTUALLY RECEIVED BY PREVIDENCE UNDER PREVIDENCE'S INSURANCE POLICIES, TO THE EXTENT SUCH INSURANCE CLAIMS ARE ATTRIBUTABLE TO LIABILITIES OR LOSSES ARISING UNDER THIS SUBSCRIPTION AGREEMENT AND RELATED TO THE PRODUCTS IN QUESTION.
- D. Your Responsibility.** Without limitation of Previdence's direct liability to you arising from Previdence's breach of this Subscription Agreement, and notwithstanding any other provisions to the contrary, you assume full responsibility for your own use of the Products. In no event shall Previdence be liable to you, your heirs, or assigns or to any third party for any loss, death, damage, or bodily injury that you suffer, or that you cause to any third party, in connection with your use of the Products or other activities you undertake in connection with your use of the Products. Some states do not allow the exclusion or limitation of incidental or consequential damages, so, the above limitation or exclusion may not apply to you.

VIII. INDEMNITY

- A.** Indemnity shall be provided in accordance with the terms of the Services Agreement.

IX. MISCELLANEOUS

- A. Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier or fax confirmation of delivery. Notices to Previdence must be sent to the following address:

Previdence Corporation
5742 South 1475 East, Suite 200
South Ogden, UT 84403
USA

Notices will be sent to the address that you identify on your account. Previdence may send notices and other information to you by email or other electronic form.

- B. Consent to Partner Fees.** When you place an order, you may be given the opportunity to identify a “Partner of Record” associated with your subscriptions. By identifying a Partner of Record, directly or by authorizing a third party to do so, you consent to our paying fees to the Partner of Record. The fees are for pre-sales support and may also include post-sales support. The fees are based on, and increase with, the size of your order. Our prices for Services are the same whether you identify a Partner of Record or not.
- C. No Agency.** This Subscription Agreement does not create an agency, partnership, or joint venture.
- D. No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Subscription Agreement.
- E. Contracting Authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this Subscription Agreement on that entity’s behalf. If you specify an entity, or you use an email address provided by an entity you are affiliated with (such as an employer) in connection with a Subscription purchase or renewal, that entity will be treated as the owner of the Subscription for purposes of this Subscription Agreement.

X. DEFINITIONS

- A.** “Acceptable Use Policy” is set forth in the Previdence Acceptable Use Policy and any applicable Services Terms.
- B.** “Affiliate” means any legal entity that a Party owns, that owns a Party, or that is under common ownership with a Party. Common ownership means, for purposes of this definition, control of more than a 50% interest in an entity, or in the case of an Affiliate, the Internal Revenue Service definition.
- C.** “Content” means any data, information, or material available on the Previdence Wellness Platform or made available to you through the Product or while using the Services. This can include but is not limited to audio, video, articles, educational content, blog entries, and user generated content and materials.

- D.** “Customer Data” means only the individually identifiable data you provide to Previdence.
- E.** “Day” is any reference in this Subscription Agreement to day and means a calendar day unless otherwise specified.
- F.** “End User” means any person you permit to access the Previdence Wellness Platform, Services, Product or Content.
- G.** “Management Console” means the software user interface or interfaces where Client manages and administrates your subscriptions and users.
- H.** “Offer Details” means the preliminary pricing and related terms applicable to a Subscription offer, as delivered to and signed off by the Client, providing for the preliminary approval by the Client of the Subscription offer terms and conditions.
- I.** “Pay-per-usage Offering,” “Contract Offering or Subscription,” or “Limited Offering” describe categories of Subscription offers and are defined in Section V of this Subscription Agreement.
- J.** “Previews” means preview, beta, or other pre-release version or feature of the Services or Software offered by Previdence to obtain Client or other customer feedback.
- K.** “Product” or “Products” means any Service or Services (including any software).
- L.** “Non-Previdence Product” is a Product that is offered by a third party and not Previdence, or as otherwise defined in the Services Terms.
- M.** “Services” means any of the Previdence-provided services to which you subscribe under this Subscription Agreement.
- N.** “Services Terms” means the any and all additional terms that may apply to your use or your End User’s use of the Products, Content and Services available in the Previdence Wellness Platform. For clarity, the Services Terms are in addition to the terms and conditions in this Subscription Agreement and the Service Agreement.



EXHIBIT C

To maintain and provide the most efficient implementation of the Wellness Platform and services, the following timeline has been established. Should Client have a multi-year Agreement, the below timeline repeats at the beginning of each year of the signed Agreement date. Certain capitalized terms used in this Exhibit C which are undefined in the Service Agreement are defined below in the Definitions Section of this Exhibit C.

TIMELINE:

- Agreement signed and invoice paid within thirty (30) days of the execution of the Agreement.
- A one (1) hour briefing with Client Administrator and Client Peer Support Leader to discuss Wellness Platform benefits and usage must be held within 30 days of the execution of the Agreement. Please list at least two (2) proposed dates that work best for the Client:
 - _____
 - _____
- A one (1) hour Wellness Platform training session for Client employees and staff must be held within fourteen (14) days of the aforementioned Client briefing. Scheduling for the Wellness Platform training will take place during the Client briefing with the Previdence Customer Care Specialist.
- Client roster of eligible employees under this Agreement must be uploaded by Client Administrator and accessible for Previdence review with Client prior to the Wellness Platform training session.
- One (1) hour meeting with the Client's Peer Support Clinical Supervisor. Please list at least two (2) proposed dates that work best for the Client:
 - _____
 - _____
- One (1) Custom Wellness Training session provided to Client within six (6) months of the execution of the Agreement. Please list at least two (2) proposed dates that work best for the Client:
 - _____
 - _____
- Previdence screener will be accessible for Client employees once the Client roster is completely uploaded into the Previdence Wellness Platform by Client.

DEFINITIONS:

- a. "Client Administrator" means the person or persons chosen within the Client organization by the Client to administer this Agreement and its associated administrative, operational and oversight

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responsibilities, including payments, meetings, trainings, scheduling, and organizational oversight on behalf of the Client.

- b.** "Customer Care Specialist" means those persons(s) employed by Previdence to manage Client organization during Agreement effective period.
- c.** "Custom Wellness Training" means specialized training to support the Client organization's behavioral health and wellness initiatives amongst their employees designed specifically around their screening results or as requested by Client Administrator.
- d.** "Peer Support" means a select group of members from Client organization that have been identified by Client as being a positive support for their coworkers and have been trained and certified to support their coworkers' behavioral health and wellness.
- e.** "Peer Support Clinical Supervisor" means the licensed therapist designated by Client to provide clinical supervision to the Client's Peer Support team and its team members.
- f.** "Peer Support Leader" means select Client individual(s) chosen to be certified in Peer Support to lead and oversee the Client Peer Support team.
- g.** "Peer Support Workshops" means a half-day skill development and training course including didactic and hands on learning for Client's Peer Support team members.

FIRST RESPONDER MENTAL HEALTH AMENDMENTS

2023 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Ryan D. Wilcox

Senate Sponsor: Don L. Ipson

LONG TITLE

General Description:

This bill concerns mental health services for first responders and spouses of first responders.

Highlighted Provisions:

This bill:

- ▶ creates and modifies definitions;
- ▶ requires the Department of Health and Human Services to reimburse certain expenses incurred by volunteers who provide critical incident stress management services to emergency service workers;
- ▶ broadens the scope of individuals who are considered to be eligible for mental health services;
- ▶ modifies the entities that are included as first responder agencies;
- ▶ modifies provisions regarding mental health services for retired first responders;
- ▶ adds spouses of retired first responders and certain other first responders to the list of those who qualify for mental health services;
- ▶ provides that mental health services shall be provided on a regular and continuing basis;
- ▶ requires the Department of Public Safety to provide certain information about the mental health resources grant program;
- ▶ adds a dispatch executive director to the list of those who may designate a member of a peer support team;

- ▶ allows a public safety answering point to create a peer support team; and
- ▶ makes technical and conforming changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

This bill provides a special effective date.

Utah Code Sections Affected:

AMENDS:

26-8a-206, as last amended by Laws of Utah 2021, Chapter 208

53-21-101, as enacted by Laws of Utah 2022, Chapter 114

53-21-102, as enacted by Laws of Utah 2022, Chapter 114

53-21-103, as enacted by Laws of Utah 2022, Chapter 114

78B-5-902, as last amended by Laws of Utah 2022, Chapter 255

78B-5-903, as last amended by Laws of Utah 2022, Chapter 255

REPEALS:

78B-5-901, as last amended by Laws of Utah 2021, Chapter 208

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **26-8a-206** is amended to read:

26-8a-206. Personnel stress management program.

(1) The department shall develop and implement a statewide program to provide support and counseling for personnel who have been exposed to one or more stressful incidents in the course of providing emergency services.

(2) This program shall include:

(a) ongoing training for agencies providing emergency services and counseling program volunteers;

(b) critical incident stress debriefing for personnel at no cost to the emergency

provider; and

(c) advising the department on training requirements for licensure as a behavioral emergency services technician.

(3) The department shall reimburse reasonable actual expenses, including mileage, incurred by a volunteer during the course of the volunteer's provision of critical incident stress services under this section.

Section 2. Section **53-21-101** is amended to read:

53-21-101. Definitions.

As used in this chapter:

(1) "Crime scene investigator technician" means an individual employed by a law enforcement agency to collect and analyze evidence from crime scenes and crime-related incidents.

(2) "Department" means the Department of Public Safety.

(3) "First responder" means:

(a) a law enforcement officer, as defined in Section [53-13-103](#);

(b) an emergency medical technician, as defined in Section [26-8c-102](#);

(c) an advanced emergency medical technician, as defined in Section [26-8c-102](#);

(d) a paramedic, as defined in Section [26-8c-102](#);

(e) a firefighter, as defined in Section [34A-3-113](#);

(f) a dispatcher, as defined in Section [53-6-102](#);

(g) a correctional officer, as defined in Section [53-13-104](#);

(h) a special function officer, as defined in Section [53-13-105](#), employed by a local sheriff;

(i) a search and rescue worker under the supervision of a local sheriff;

(j) a forensic interviewer or victim advocate employed by a children's justice center established in accordance with Section [67-5b-102](#);

~~[(j)]~~ (k) a credentialed criminal justice system victim advocate as defined in Section

77-38-403 who responds to incidents with a law enforcement officer;

~~[(k)]~~ (l) a crime scene investigator technician; ~~[or]~~

~~[(t)]~~ (m) a wildland firefighter; or

(n) an investigator or prosecutor of cases involving sexual crimes against children.

(4) "First responder agency" means:

(a) a local district, municipality, interlocal entity, or other political subdivision that employs a first responder to provide fire protection, paramedic, law enforcement, or emergency services; or

(b) a certified private law enforcement agency as defined in Section 53-19-102.

(5) "Mental health resources" means:

(a) an assessment to determine appropriate mental health treatment that is performed by a mental health therapist;

(b) outpatient mental health treatment provided by a mental health therapist; or

(c) peer support services provided by a peer support specialist who is qualified to provide peer support services under Subsection 62A-15-103(2)(h).

(6) "Mental health therapist" means the same as that term is defined in Section 58-60-102.

(7) "Plan" means a plan to implement or expand a program that provides mental health resources to first responders for which the division awards a grant under this chapter.

(8) "Retired" means the status of an individual who has become eligible, applies for, and may receive an allowance under Title 49, Utah State Retirement and Insurance Benefit Act.

(9) "Separated" means the status of an individual who has separated from employment as a first responder from a first responder agency as a result of a critical incident involving the first responder.

Section 3. Section 53-21-102 is amended to read:

53-21-102. Mental health services -- Requirement to provide --- Confidentiality.

(1) Every first responder agency within the state shall provide or make available mental

health resources to:

(a) all first responders;

(b) the spouse and children of first responders;

(c) surviving spouses of first responders whose death is classified as a line-of-duty death under Title 49, Utah State Retirement and Insurance Benefit Act; ~~and~~

(d) retired or separated first responders ~~[who have retired from the agency]~~ for at least three years from the date that the retired or separated first responder requests mental health resources; and

(e) spouses of retired or separated first responders for a least three years from the date that the spouse of the retired or separated first responder requests mental health resources.

(2) All access by first responders and their families to mental health resources shall be kept confidential.

Section 4. Section **53-21-103** is amended to read:

53-21-103. Grants to first responder agencies -- Rulemaking.

(1) The department may award grants to first responder agencies to provide mental health resources in response to a:

(a) request for proposal;

(b) request for qualifications; or

(c) program description that meets the criteria in Subsection (2).

(2) The request for proposal, request for qualifications, or program description received by the department shall require mental health providers contracted or employed by the first responder agency to have training and experience in working with first responders and provide, at a minimum, the following services:

(a) regular periodic screenings for all employees within the first responder agency;

(b) assessments and availability to mental health services for personnel directly involved in a critical incident within 12 hours of the incident; and

(c) regular and continuing access to the mental health program for:

137 (i) spouses and children of first responders; [~~and~~]

138 (ii) first responders who have retired or separated from the agency; and

139 (iii) spouses of first responders who have retired or separated from the agency.

140 (3) An application from a first responder agency for a grant under this chapter shall
141 provide the following details:

142 (a) a proposed plan to provide mental health resources to first responders in the first
143 responder agency;

144 (b) the number of first responders to be served by the proposed plan;

145 (c) how the proposed plan will ensure timely and effective provision of mental health
146 resources to first responders in the first responder agency;

147 (d) the cost of the proposed plan; and

148 (e) the sustainability of the proposed plan.

149 (4) In evaluating a project proposal for a grant under this section, the department shall
150 consider:

151 (a) the extent to which the first responders that will be served by the proposed plan are
152 likely to benefit from the proposed plan;

153 (b) the cost of the proposed plan; and

154 (c) the viability of the proposed plan.

155 (5) A first responder agency may not apply for a grant to fund a program already in
156 place. However, a request for proposal to fund an expansion of an already existing program
157 shall, in addition to the requirements of Subsection (4), provide:

158 (a) the scope and cost of the agency's current program;

159 (b) the number of additional first responders the expansion will serve; and

160 (c) whether the expansion will provide services under Subsection (2) that the current
161 program does not provide.

162 (6) The department shall prioritize grant funding for:

163 (a) counties of the 3rd, 4th, 5th, and 6th class;

(b) cities of the 3rd, 4th, and 5th class; and

(c) towns.

(7) The department may adopt rules in accordance with Title 63G, Chapter 3, Utah Administrative Rulemaking Act, to~~[(a) set parameters for services for retirees; and (b)]~~ administer this chapter.

(8) The department shall:

(a) notify entities that may be eligible for a grant under this section about the grant program; and

(b) on or before October 1, 2023, provide a report to the Law Enforcement and Criminal Justice Interim Committee that describes:

(i) the number of entities that have been notified by the department about the grant program under this section; and

(ii) the number of grant applications that the department has received.

Section 5. Section **78B-5-902** is amended to read:

78B-5-902. Definitions.

As used in this part:

(1) "Behavioral emergency services technician" means an individual who is licensed under Section 26-8a-302 as:

(a) a behavioral emergency services technician; or

(b) an advanced behavioral emergency services technician.

(2) "Communication" means an oral statement, written statement, note, record, report, or document made during, or arising out of, a meeting between a law enforcement officer, firefighter, emergency medical service provider, or rescue provider and a peer support team member.

~~[(2) "Behavioral emergency services technician" means an individual who is licensed under Section 26-8a-302 as:]~~

~~[(a) a behavioral emergency services technician; or]~~

191 ~~[(b) an advanced behavioral emergency services technician.]~~

192 (3) "Emergency medical service provider or rescue unit peer support team member"

193 means ~~[a person]~~ an individual who is:

194 (a) an emergency medical service provider as defined in Section 26-8a-102, a regular
195 or volunteer member of a rescue unit acting as an emergency responder as defined in Section
196 53-2a-502, or another ~~[person]~~ individual who has been trained in peer support skills; and

197 (b) designated by the chief executive of an emergency medical service agency or the
198 chief of a rescue unit as a member of an emergency medical service provider's peer support
199 team or as a member of a rescue unit's peer support team.

200 (4) "Law enforcement or firefighter peer support team member" means ~~[a person]~~ an
201 individual who is:

202 (a) a peace officer, ~~[law enforcement]~~ dispatcher as defined in Section 53-6-102,
203 civilian employee, or volunteer member of a law enforcement agency, a regular or volunteer
204 member of a fire department, or another ~~[person]~~ individual who has been trained in peer
205 support skills; and

206 (b) designated by the commissioner of the Department of Public Safety, the executive
207 director of the Department of Corrections, a sheriff, a police chief, a dispatch executive
208 director, or a fire chief as a member of a law enforcement agency's peer support team or a fire
209 department's peer support team.

210 (5) "Public safety answering point peer support team member" means an individual
211 who is:

212 (a) employed by a public safety answering point as defined in Section 63H-7a-103; and

213 (b) designated by the chief executive of a public safety answering point as a member of
214 a public safety answering point's peer support team.

215 ~~[(5)]~~ (6) "Trained" means a person who has successfully completed a peer support
216 training program approved by the Peace Officer Standards and Training Division, the State Fire
217 Marshal's Office, or the Department of Health and Human Services, as applicable.

Section 6. Section **78B-5-903** is amended to read:

78B-5-903. Creation -- Training -- Communications -- Exclusions.

(1) A law enforcement agency, fire department, emergency medical service agency, ~~[or]~~ rescue unit, or public safety answering point:

(a) may create a peer support team; and

(b) if a peer support team is created, shall develop guidelines for the peer support team and its members.

(2) A peer support team member shall complete a peer support training program approved by the Peace Officer Standards and Training Division, the State Fire Marshal's Office, or the Department of Health and Human Services, as applicable.

(3) In accordance with the Utah Rules of Evidence, a peer support team member may refuse to disclose communications made by ~~[a person]~~ an individual participating in peer support services, including group therapy sessions.

(4) Subsection (3) applies only to communications made during individual interactions conducted by a peer support team member who is:

(a) acting in the member's capacity as:

(i) a law enforcement or firefighter peer support team member ~~[or]~~;

(ii) an emergency medical service provider or rescue unit peer support team member;

or

(iii) a public safety answering point peer support team member; and

(b) functioning within the written peer support guidelines that are in effect for the member's respective law enforcement agency, fire department, emergency medical service agency, ~~[or]~~ rescue unit, or public safety answering point.

(5) This part does not apply if:

(a) a ~~[law enforcement or firefighter peer support team member or emergency medical service provider or rescue unit]~~ peer support team member was a witness or a party to the incident that prompted the delivery of peer support services;

(b) information received by a peer support team member is indicative of actual or suspected child abuse, or actual or suspected child neglect;

(c) the ~~[person]~~ individual receiving peer support is a clear and immediate danger to the ~~[person's]~~ individual's self or others;

(d) communication to a peer support team member establishes reasonable cause for the peer support team member to believe that the ~~[person]~~ individual receiving peer support services is mentally or emotionally unfit for duty; or

(e) communication to the peer support team member provides evidence that the ~~[person]~~ individual who is receiving the peer support services has committed a crime, plans to commit a crime, or intends to conceal a crime.

Section 7. **Repealer.**

This bill repeals:

Section **78B-5-901, Public safety peer counseling and behavioral emergency services technicians.**

Section 8. **Effective date.**

If approved by two-thirds of all the members elected to each house, this bill takes effect upon approval by the governor, or the day following the constitutional time limit of Utah Constitution, Article VII, Section 8, without the governor's signature, or in the case of a veto, the date of veto override.

CENTERVILLE
city
CITY COUNCIL

Staff Report
10/15/2024

Item No. 1.

Title: Minutes Review and Approval

Initiated By:

Staff Representative:

SUBJECT:

October 1, 2024 Work Session Minutes

October 1, 2024 City Council Minutes

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

1. 10-1-24 WS DRAFT
2. 10-1-24 CC DRAFT

Minutes of the Centerville **City Council Work Session** held Tuesday, October 1, 2024 at 6:00 pm, with participants present at City Hall, 250 North Main Street.

MEMBERS PRESENT

Mayor Clark Wilkinson

Council Members Cheylynn Hayman
Robyn Mecham
Brian Plummer
Gina Hirst
Spencer Summerhays

STAFF PRESENT

Brant Hanson, City Manager
Lisa Romney, City Attorney
Jennifer Robison, City Recorder
Mike Eggett, Community Development Director
Bryce King, Administrative Services Director
Dave Walker, Deputy Public Works Director
Nate Plaizier, Finance Director
Allen Ackerson, Centerville Police Chief
Sydney DeWees, Planner

VISITORS

Greg Lowe, Jibe Media
Sydney Bishop, Jibe Media

CENTERVILLE BRANDING SESSION

Representatives from Jibe Media presented additional color options for the new logo and showed preliminary examples of what it might look like on clothing, flags, and vehicles. The Council discussed and shared their color preferences. It was reiterated that the colors shouldn't be too similar to the Centerville Jr. High colors. The general consensus from the Council was they liked the lighter blue sky from Option A, but wanted the more orange sun from Option D. Jibe was asked to put together one more iteration with those requested changes. Jibe said that the next steps after deciding on colors would be to build out a complete style guide for the brand.

ADJOURNMENT

At 6:43 pm, Councilmember Hayman **moved** to adjourn the work session. Councilmember Hirst seconded the motion, which passed by unanimous vote (5-0).

Jennifer Robison, City Recorder

Date Approved

Minutes of the Centerville **City Council** meeting held Tuesday, October 1, 2024, at 7:00 p.m. with participants present at Centerville City Hall, 250 North Main Street.

MEMBERS PRESENT

Mayor Clark Wilkinson

Council Members
Cheylynn Hayman
Robyn Mecham
Brian Plummer
Gina Hirst
Spencer Summerhays

STAFF PRESENT

Brant Hanson, City Manager
Lisa Romney, City Attorney
Jennifer Robison, City Recorder
Mike Eggett, Community Development Director
Bryce King, Administrative Services Director
Dave Walker, Deputy Public Works Director
Nate Plaizier, Finance Director
Allen Ackerson, Centerville Police Chief
Sydney DeWees, Planner
Cameron Woodbury, Drainage Utility Supervisor
Lt. Will Barnes, Centerville Police Department

VISITORS

Centerville All-Stars baseball team and families
Mitch Vance, JF Capital
Jennifer Milburn, JF Capital
Interested citizens

PRAYER OR THOUGHT Councilmember Gina Hirst

PLEDGE OF ALLEGIANCE

OPEN SESSION

Terry Murray, Centerville resident, complimented the City on road improvements.

CENTERVILLE ALL-STARS BASEBALL TEAM RECOGNITION

The Council recognized the Centerville All-Stars Baseball Team for their achievement in winning the championship. Zach Fisher, the team's coach, along with the players, were commended for their hard work and dedication.

PUBLIC HEARING – ZONING CODE AMENDMENTS – VARIATIONS FROM DEVELOPMENT STANDARDS AND DEVELOPMENT AGREEMENTS FOR PLANNED DEVELOPMENT OVERLAY ZONES – CZC 12.41.070 (VARIATIONS FROM DEVELOPMENT STANDARDS) AND CZC 12.41.074 (DEVELOPMENT AGREEMENTS FOR PLANNED DEVELOPMENT OVERLAY ZONES)

Community Development Director Mike Eggett introduced the proposed zoning code amendments regarding variations from development standards and development agreements

1 within Planned Development Overlay Zones. The amendments aimed to align with the recently
2 enacted state code allowing broader use of development agreements. The presented changes
3 were brought due to the initiative of JF Capital to potentially integrate residential components into
4 commercial zones.

5
6 The discussion involved clarifying the nuances of development agreements, their
7 implications on general zoning practices, and possible adjustments to existing PDOs within
8 Centerville. Key points addressed involved maintaining discretionary powers for the city council
9 on legislative land use issues, the legislative nature of these decisions, and potential variations
10 permissible under development agreements.

11
12 The applicant, Mitch Vance from JF Capital emphasized the need of starting discussions
13 with the city to align with updates to the general city plan, aimed at improving development in
14 Centerville's west neighborhood.

15
16 Mayor Wilkinson opened a public hearing for this item. No comments were made, so he
17 closed the public hearing.

18
19 Councilmember Summerhays **moved** to approve Ordinance No. 2024-15 amending
20 Section 12.41.070 of the Centerville Zoning Code regarding Variations From Development
21 Standards for Planned Development Overlay Zones and enacting Section 12.41.074 of the same
22 regarding Development Agreements for Planned Development Overlay Zones. Councilmember
23 Hirst seconded the motion which passed by a unanimous vote (5-0).

24
25 **PUBLIC HEARING – ZONING CODE AMENDMENT – SIGNS IN PARRISH LANE**
26 **GATEWAY COMMERCIAL DISTRICT AND SIGNS IN COMMERCIAL ZONES – CZC 12.54.120**
27 **(SIGNS IN THE PARRISH LANE GATEWAY COMMERCIAL DISTRICT) AND CZC 12.54.130**
28 **(SIGNS IN COMMERCIAL ZONES)**
29

30 Mr. Eggett presented proposed zoning code amendments related to signage in the Parrish
31 Lane Gateway Commercial District, addressing height and area modifications for freestanding
32 signs. The intent was to allow more visible and sizable signage opportunities along the southern
33 end of the Frontage Road. Planner Sydney DeWees showed photos from different distances and
34 angles to help the Council visualize the current and proposed signage.

35
36 Discussion highlighted comparatives with neighboring cities and UDOT standards, aiming
37 for more business-friendly signage regulations without overwhelming the community's visual
38 aesthetics. There were acknowledgments of digital sign challenges and concerns over light
39 pollution impacting nearby residential areas.

40
41 Mayor Wilkinson opened a public hearing for this item.

42
43 LaRae Patterson, Centerville resident and currently serving on the Planning Commission,
44 said that she was absent from the meeting that the Planning Commission voted on this issue, but
45 said that were she present at the meeting, she would have voted against the change. She said
46 that she doesn't want to pollute the skyline and wants to maintain our conservative community.

47
48 Brad Patterson, Centerville resident, said that he is opposed to the sign amendments, and
49 that he has concerns about it changing the character of the City. He also shared his doubts that
50 the current signage limitations would be a major point in turning business away.

51
52 Mayor Wilkinson closed the public hearing.
53

1 Council deliberated over potential incremental height provisions based on street frontage
2 to prevent sign overcrowding and considered exploring shield installations for any potential light
3 enhancements from new signage.
4

5 Councilmember Hirst **moved** to table Ordinance No. 2024-16 to allow staff to reconsider
6 an incremental sign size and height as compared to street frontage, and to look at options with
7 digital signage with lower lumens and easterly shielding of lights. Councilmember Summerhays
8 seconded the motion which passed by a unanimous vote (5-0).
9

10 **FEE SCHEDULE AMENDMENTS – DRAINAGE UTILITY FEES – DELAYED**
11 **EFFECTIVE DATE**
12

13 City Attorney Lisa Romney presented a resolution to delay the effective date of previously
14 decided drainage utility fee amendments from September 26th to December 26th, allowing
15 additional time for businesses and individuals to settle outstanding billings.
16

17 Councilmember Mecham **moved** to approve Resolution No. 2024-22 delaying the
18 effective date of Drainage Utility Fees as adopted in Resolution No. 2024-17. Councilmember
19 Hirst seconded the motion which passed by a unanimous vote (5-0).
20

21 **TRAINING – POLITICAL ACTIVITIES OF PUBLIC ENTITIES ACT**
22

23 Ms. Romney provided training regarding permitted political activities under the Political
24 Activities of Public Entities Act. Emphasis was placed on the restriction of public resources for
25 campaign purposes and the importance of maintaining neutrality in city communications while
26 adhering to First Amendment rights during personal time. Ms. Romney emphasized the proper
27 conduct and expectations from city officials during election cycles.
28

29 **SUMMARY ACTION**
30

31 Police Department Vehicle Purchases – three new Police Department vehicles in the total
32 amount of \$187, 285
33

34 Councilmember Hayman **moved** to approve the summary action items as listed above.
35 Councilmember Mecham seconded the motion which passed by unanimous vote (5-0).
36

37 **MINUTES REVIEW AND APPROVAL**
38

39 Minutes of the September 17, 2024 Work Session and City Council meetings were
40 reviewed. Councilmember Hirst **moved** to approve both sets of minutes with suggested changes
41 from Councilmember Hayman. Councilmember Mecham seconded the motion, which passed by
42 unanimous vote (5-0).
43

44 **COUNCIL LIAISON REPORT**
45

- 46 • Councilmember Mecham said there will not be a UTOPIA meeting in October.
- 47

48 **MAYOR REPORT**
49

- 50 • Mayor Wilkinson shared his appreciation for engaged committees and council
51 liaisons, a well-functioning youth council, and a wonderful city.
52

53 **CITY MANAGER REPORT**

- Mr. Hanson said that he loved recognizing the All-Stars baseball team, and would like to highlight more community positivity.
- Mr. Hanson reported on his attendance at the ICMA conference and the heavy focus on artificial intelligence. He shared his appreciation for the support of the council for his continued education and professional growth.

ADJOURNMENT AND CLOSED SESSION

At 9:48 pm, Councilmember Hirst **moved** to adjourn the meeting. Councilmember Summerhays seconded the motion, which passed by unanimous vote (5-0).

Jennifer Robison, City Recorder

Date Approved

CENTERVILLE
city
CITY COUNCIL

Staff Report

10/15/2024

Item No. 1.

Title: Quarterly Financial Report

Initiated By: Nate Plaizier, Finance Director

Staff Representative: Nate Plaizier, Finance Director

SUBJECT:

Quarterly Financial Report - September 2024

RECOMMENDATION:

BACKGROUND:

10-6-148 Monthly and quarterly financial reports -- Cities of the third, fourth, and fifth class. The city recorder or other delegated person in each city of the third, fourth, or fifth class shall prepare and present to the governing body monthly summary financial reports and quarterly detail financial reports, prepared in the manner prescribed in the Uniform Accounting Manual for Utah Cities. Amended by Chapter 292, 2003 General Session

ATTACHMENTS:

1. Centerville City Financial Statements - September 2024

Centerville City Corporation

FINANCIAL REPORT

As of September 30, 2024

	Contents	Page Number
1.	Cash Position	1
2.	Financial Summary	3
3.	Financial Statements Detail	7

Centerville City Corporation
Cash Position by Fund and in Total

Funds																		St Treas
Month	General	RDA	MBA	Rec	RAP	Cemetery	Debt Service	Park	Capital Projects	Transp	UTOPIA	Water	Sani	Drainage	Telecom	Whitaker	Total	
Aug-24	3,980,828	2,862,920	-	1,762	563,639	128,230	-	699,426	5,227,427	1,103,352	73,403	390,118	176,689	248,284	4,134	-	15,460,213	5.3241%
Aug-24	3,975,240	2,917,173	-	(4,278)	553,671	127,032	-	654,932	5,208,208	1,361,314	78,445	476,366	166,832	117,196	4,238	-	15,636,370	5.4058%
Jul-24	4,538,090	2,966,124	-	(1,592)	545,467	149,226	-	598,582	5,188,303	1,328,714	99,543	478,091	166,761	40,590	1,775	-	16,099,674	5.4310%
Jun-24	5,691,028	3,044,595	-	(4,699)	541,621	142,220	-	548,997	5,385,075	1,275,082	112,613	367,643	104,842	21,242	7,824	-	17,238,081	5.4391%
May-24	4,723,478	3,331,401	-	1,915	530,891	141,021	-	956,753	5,323,305	1,270,814	(12,492)	1,254,502	143,174	107,242	10,821	-	17,782,825	5.4314%
Apr-24	4,950,801	3,432,656	-	13,441	520,483	136,717	-	893,131	5,413,235	1,074,192	(6,246)	1,201,638	153,944	84,292	15,738	-	17,884,021	5.4469%
Mar-24	5,075,098	3,509,603	-	10,362	517,448	133,919	-	959,168	5,607,716	919,423	-	1,217,418	114,564	82,364	8,609	-	18,155,693	5.4438%
Feb-24	4,785,892	1,738,058	-	18,325	507,730	132,516	-	927,005	5,735,601	865,918	-	1,094,851	99,675	59,302	11,534	-	15,976,407	5.4808%
Jan-24	4,629,216	1,790,271	-	1,658	498,012	128,326	-	893,421	5,677,442	795,020	-	1,132,342	94,139	109,079	7,438	-	15,756,363	5.4817%
Dec-23	4,586,077	1,844,933	-	(3,940)	494,391	122,624	-	849,642	5,659,518	491,935	4,773	1,245,798	126,686	96,103	4,726	-	15,523,264	5.4761%
Nov-23	3,351,041	1,896,781	-	3,475	484,923	119,922	-	826,840	5,612,023	436,527	11,019	1,409,339	115,460	79,861	4,519	-	14,351,729	5.4874%
Oct-23	3,328,790	1,960,097	-	5,352	475,232	117,828	-	883,914	5,575,562	746,908	17,265	1,498,909	70,927	53,965	3,816	-	14,738,565	5.4334%
Sep-23	7,558,129	2,012,123	-	(4,454)	473,544	115,230	-	848,622	1,700,257	1,642,000	23,510	1,663,831	62,541	24,475	5,793	-	16,125,603	5.4308%
Aug-23	7,804,276	2,090,236	-	5,242	464,111	110,939	-	808,491	1,670,032	1,299,399	29,756	1,779,332	54,525	215,576	878	-	16,332,794	5.3014%
Jul-23	8,028,304	2,207,268	-	3,550	438,474	134,048	-	758,957	1,728,835	1,714,844	36,002	1,041,894	100,477	205,464	4,426	-	16,402,542	5.1762%
Jun-23	8,042,303	2,268,667	-	9,552	433,477	133,162	-	702,013	1,680,830	1,677,041	42,248	1,458,824	65,320	550,024	4,213	-	17,067,675	5.1759%
May-23	8,314,749	2,501,429	1,207	2,962	425,528	127,082	3,839	1,049,663	1,610,477	1,616,533	(49,374)	1,525,703	60,313	558,717	3,328	-	17,752,156	5.0620%
Apr-23	8,241,789	2,517,903	1,207	31,533	416,027	126,302	3,839	1,008,675	1,544,671	1,471,931	(5,927)	1,468,144	65,732	545,636	3,143	-	17,440,605	5.0063%
Mar-23	8,458,679	2,673,562	1,207	33,709	414,308	123,430	3,839	965,465	1,525,557	1,426,519	-	1,374,699	67,462	594,094	3,010	-	17,665,541	4.8008%
Feb-23	7,965,515	1,081,540	1,207	38,220	406,194	120,760	3,839	923,803	1,607,518	1,507,799	-	1,364,135	60,903	678,129	2,215	-	15,761,775	4.6641%
Jan-23	7,743,142	1,167,698	1,207	61,766	397,166	120,011	3,839	874,315	1,539,485	1,433,004	-	1,275,235	103,675	683,156	2,031	-	15,405,732	4.2771%
Dec-22	7,621,459	1,227,182	1,207	61,748	395,116	122,161	3,839	820,528	1,727,037	1,241,784	-	1,168,363	61,707	653,208	1,492	-	15,106,833	3.8533%
Nov-22	6,326,136	1,299,370	1,207	69,265	387,435	120,026	3,839	792,711	1,819,670	1,182,350	(13,524)	1,295,537	59,828	629,041	4,040	-	13,976,934	3.3688%
Oct-22	6,949,653	1,347,286	1,207	74,727	380,376	119,413	3,839	752,782	1,886,327	1,893,349	(2,196)	1,564,233	63,304	690,251	2,880	-	15,727,432	2.8614%
Sep-22	6,836,982	1,389,883	1,207	75,617	380,348	113,313	3,839	675,685	1,789,996	1,830,805	9,132	1,087,508	58,902	670,546	6,361	-	14,930,123	2.4789%
Aug-22	7,666,493	1,439,363	1,207	90,486	373,600	109,130	3,839	633,758	1,801,372	1,718,599	20,460	1,118,942	57,709	636,428	3,649	-	15,675,035	2.2131%
Jul-22	7,997,382	1,491,230	1,207	114,518	373,826	133,433	3,839	581,824	1,756,369	1,469,012	74,383	1,357,854	115,865	914,534	5,051	-	16,390,327	1.6425%
Jun-22	7,445,235	1,569,276	1,207	19,134	367,809	126,876	3,839	510,163	1,708,837	1,397,441	85,711	1,196,352	29,083	882,948	4,505	-	15,348,417	1.1244%
May-22	7,670,380	1,622,606	1,207	1,705	361,548	124,138	3,839	804,316	1,706,942	1,452,365	96,825	1,442,950	88,989	1,031,046	7,498	-	16,416,354	0.8032%
Apr-22	7,524,464	1,845,458	1,207	11,109	355,541	121,211	3,839	758,961	1,705,445	1,300,099	107,086	1,499,169	89,098	1,055,330	5,392	-	16,383,410	0.6224%
Mar-22	7,582,050	1,996,244	1,207	17,660	357,878	120,990	3,839	711,690	1,704,251	1,256,496	(7,174)	1,572,147	86,890	1,107,501	8,470	-	16,520,139	0.5282%
Feb-22	7,097,804	389,749	1,207	26,400	367,313	118,772	3,839	654,716	1,703,546	1,284,507	3,087	1,150,682	81,660	1,062,288	3,413	-	13,948,982	0.4742%
Jan-22	6,712,196	451,905	1,207	50,014	361,269	111,757	3,839	548,702	1,702,755	1,244,580	13,349	893,424	83,640	1,144,223	5,848	-	13,328,709	0.3901%
Dec-21	3,947,808	504,806	1,207	51,888	356,263	109,443	3,839	504,985	1,702,253	1,068,870	23,610	324,951	82,928	1,028,798	2,879	-	9,714,530	0.3697%
Nov-21	2,724,200	552,526	1,207	57,195	351,805	99,631	3,839	460,056	1,701,772	1,066,248	33,871	481,691	77,462	987,057	14,145	-	8,612,707	0.3475%
Oct-21	3,347,169	624,005	1,207	60,380	347,246	98,219	3,839	393,745	1,701,413	902,972	44,133	357,827	77,761	941,027	17,931	-	8,918,875	0.3313%
Sep-21	4,334,363	679,782	1,207	59,654	342,065	98,208	3,839	352,062	-	1,575,713	54,394	539,055	76,780	999,686	(3,698)	-	9,113,111	0.3187%

FY24 transfered \$17,500 from GF

Funds

Have not made FY24 transfer from GF

Centerville City Corporation
Cash Position by Fund and in Total
As of September 30, 2024

	Cash	Debt Reserve Cash	Restricted Cash						
			Cash/Bonds Deposits	TRF	DUI Funds	Class C & Prop 1	Impact Fees	ARPA	Gun Range Deposit
GENERAL FUND	\$ 3,980,828		\$ 811,979		\$ 59,026				\$ 9,000
RDA	\$ 2,862,920			\$ 754,679					
MBA	\$ -								
RECREATION	\$ 1,762								
RAP	\$ 563,639								
PROJECT IMPACT - CAPITAL IMP	\$ 5,227,427								
UTOPIA PROJECT FUND	\$ 73,403								
WATER FUND	\$ 390,118								
SANITATION FUND	\$ 176,689								
DEBT SERVICE	\$ -								
CEMETERY (\$37,700 Perm Restricted)	\$ 128,230								
DRAINAGE UTILITY	\$ 248,284								
TELECOM FUND	\$ 4,134								
WHITAKER TRUST FUND	\$ -								
PARK (Impact Fee)	\$ 699,426								
TRANSPORTATION (Class C & Prop 1)	\$ 1,103,352					\$ 1,068,719			
TOTAL	\$ 15,460,213	\$ -	\$ 811,979	\$ 754,679	\$ 59,026	\$ 1,068,719	\$ -	\$ -	\$ 9,000

Centerville City Corporation Financial Summary

For the Month Ended September 30, 2024

(No Assurance Provided)

25% of the Fiscal Year has Elapsed

GENERAL FUND							
Line		September Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	Page
Revenues:							
1	Taxes:	Will receive majority in Nov/ Dec	608,089	1,804,010	8,995,585	7,191,575	20%
2	Property Taxes		2,667	41,512	2,275,585	2,234,073	2%
3	Fee In Lieu of Taxes		11,862	35,992	110,000	74,008	33%
4	Property Taxes - Due	Sept 2023 - \$1,463,849	33	709	50,000	49,291	1%
5	Sales Tax - General	Sept 2023 - \$198,569	481,512	1,417,630	5,500,000	4,082,370	26%
6	Franchise Tax - Power		105,939	241,175	550,000	308,825	44%
7	Franchise Tax - Natural Gas		-	32,146	350,000	317,854	9%
8	Franchise Tax - Telecomm		6,077	17,226	80,000	62,774	22%
9	Franchise Tax - CATV		-	17,620	80,000	62,380	22%
10	Licenses and Permits		93,072	130,016	319,130	189,114	41%
11	Intergovernmental		-	3,996	71,050	67,054	6%
12	Charges for Services	Sept 2023 - \$76,857	221,602	646,785	2,704,483	2,057,698	24%
13	Fines and Forfeitures		32,911	104,535	272,000	167,465	38%
14	Miscellaneous		13,517	75,789	404,210	328,421	19%
15	Non-Operating Revenue		6,922	28,076	76,800	48,724	37%
16	Contributions & Transfers		2,510	7,652	53,506	45,854	14%
17	Total Revenues	Sept 2023 - 2,781,042	978,624	2,800,858	12,896,764	10,095,906	22%
Expenditures:							
18	Legislative		6,936	20,760	103,348	82,588	20%
19	Judicial		24,080	74,310	346,266	271,956	21%
20	Administrative		71,350	207,824	992,699	784,875	21%
21	Attorney		17,883	55,612	250,649	195,037	22%
22	Finance		61,928	160,978	686,179	525,201	23%
23	Emergency Management		9,467	11,258	18,750	7,492	60%
24	Fire Services		96,075	288,225	1,182,618	894,393	24%
25	Youth Council		(272)	1,459	14,100	12,641	10%
26	Whitaker		3,604	12,766	51,447	38,681	25%
27	Police		307,532	1,008,543	4,127,712	3,119,169	24%
28	Liquor Law Enforcement		819	1,048	26,600	25,552	4%
29	School Crossing Program		11,943	19,588	92,900	73,312	21%
30	K-9		632	3,971	6,950	2,979	57%
31	D.A.R.E. Program		176	1,158	5,000	3,842	23%
32	Public Works Administration		61,445	181,801	757,317	575,516	24%
33	Streets		93,814	271,161	1,062,232	791,071	26%
34	GIS Department		13,481	40,957	178,659	137,702	23%
35	Engineering		21,179	32,608	238,450	205,842	14%
36	Parks		69,727	286,213	1,080,072	793,859	26%
37	Parks and Recreation Committee		-	-	540	540	0%
38	Trails Committee		35	73	4,140	4,067	2%
39	Department 4513		-	-	940	940	0%
40	Community Events		12,176	84,516	193,389	108,873	44%
41	Recreation Committees		(490)	-	-	-	-
42	Parks and Recreation Facility		462	3,905	20,726	16,821	19%
43	General Gov. Buildings - Maint. Facility		3,964	12,506	55,804	43,298	22%
44	General Gov. Buildings - City Hall		17,186	55,452	191,045	135,593	29%
45	Public Works Storage Facility		8	2,590	15,715	13,125	16%
46	Whitaker Home		304	3,458	33,830	30,372	10%
47	Community Development		65,069	157,881	485,249	327,368	33%
48	Planning Commission		-	-	9,500	9,500	0%
49	Board of Adjustment		-	-	450	450	0%
50	Landmarks Commission		-	-	100	100	0%
51	Building Inspection		3,505	6,670	71,650	64,980	9%
52	Transfers to Other Fund		34,633	165,060	591,738	426,678	28%
53	Total Expenditures	Sept 2023 - \$3,084,903	1,008,649	3,172,352	12,896,764	9,724,412	25%
54	Net Revenue Over/(Under) Expenditures	Net loss - however, expenditures within budget. Property tax will be received in Nov & Dec.	(30,025)	(371,494)	-	371,494	-
REDEVELOPMENT AGENCY FUND							
		September Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
55	Tax Revenue	Expected to receive in Mar/ Apr	-	-	1,846,000	1,846,000	0%
56	Miscellaneous Income		6,531	19,108	10,000	(9,108)	191%
57	Payments - Contributions		12,026	36,078	110,000	73,922	33%
58	Total Revenues		18,557	55,186	1,966,000	1,910,814	3%
Expenditures:							
59	Expenditures	majority admin fee to GF	28,959	132,510	983,414	850,904	13%
60	Transfer to Other Fund		43,852	107,472	455,586	348,114	24%
61	Improvement Projects	majority budgeted transfer to utopia fund	-	4,791	527,000	522,209	1%
62	Total Expenditures		72,811	244,773	1,966,000	1,721,227	12%
63	Net Revenue Over (Under) Expenditures		(54,253)	(189,587)	-	189,587	-

Centerville City Corporation Financial Summary

For the Month Ended September 30, 2024

(No Assurance Provided)

25% of the Fiscal Year has Elapsed

RECREATION FUND		September Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
1	Charges for Services	-	22,430	89,480	67,050	25%	34
2	Donations	-	3	8,250	8,247	0%	34
3	Total Revenues	-	22,433	97,730	75,297	23%	34
Expenditures:							
4	Summer Recreation	-	11,653	28,315	16,662	41%	35
5	Off Season Recreation	-	-	19,500	19,500	0%	35
6	Youth Baseball/Softball	10,737	14,207	49,915	35,708	28%	35
7	Total Expenditures	11,365	27,026	97,730	70,704	28%	35
8	Net Revenue Over (Under) Expenditures	(11,365)	(4,593)	-	4,593	-	35
RAP TAX FUND							
Revenues:							
9	RAP Tax	50,199	153,033	524,525	371,492	29%	37
10	Miscellaneous	4,948	15,786	20,000	4,214	79%	37
11	Source 39	-	-	145,000	145,000	0%	37
12	Total Revenues	55,147	168,819	689,525	520,706	24%	37
Expenditures:							
13	Transfers and Grants	45,179	137,729	689,525	551,796	20%	38
14	Total Expenditures	45,179	137,729	689,525	551,796	20%	38
15	Net Revenue Over (Under) Expenditures	9,968	31,089	-	(31,089)	-	38
CEMETERY PERPETUAL CARE FUND							
Revenues:							
16	Charges for Services	1,000	8,200	33,000	24,800	25%	40
17	Miscellaneous Revenue	197	610	1,100	490	55%	40
	Total Revenues	1,197	8,810	34,100	25,290	26%	40
Expenditures							
18	Tranfers to Other Funds	-	-	34,100	34,100	0%	41
19	Total Expenditures	-	-	34,100	34,100	0%	41
20	Net Revenue Over (Under) Expenditures	1,197	8,810	-	(8,810)	-	41
CAPITAL PROJ. FUND - PARK IMP. FUND							
Revenues:							
21	Intergovernmental Revenue	-	-	250,000	250,000	0%	
22	Charges for Services	45,538	141,554	650,847	509,293	22%	43
23	Miscellaneous Revenue	3,046	9,965	50,000	40,035	20%	43
24	Contributions & Transfers	-	-	585,486	585,486	0%	43
25	Total Revenues	48,585	154,519	1,536,333	1,381,814	10%	43
Expenditures:							
26	Expenditures	-	-	20,000	20,000	0%	44
27	Other Park Expenditures	3,490	3,490	290,000	286,510	1%	44
28	Park Projects	600	600	1,226,333	1,225,733	0%	44
29	Total Expenditures	4,090	4,090	1,536,333	1,532,243	0%	44
30	Net Revenue Over (Under) Expenditures	44,495	150,429	-	(150,429)	-	44
CAPITAL PROJECTS FUND - CAPITAL IMP							
Revenues:							
31	Charges for Services	-	61,162	100,146	38,985	61%	46
32	Miscellaneous Revenue	19,220	53,710	80,000	26,290	67%	46
33	Contributions & Transfers	-	-	563,404	563,404	0%	46
34	Total Revenues	19,220	114,871	743,550	628,679	15%	46
Expenditures:							
35	Capital - Administrative	-	64,014	65,000	986	98%	47
36	Capital - Police	-	(5,190)	229,650	234,840	-2%	47
37	Capital - Streets	-	59,000	244,500	185,500	24%	47
38	Capital - Parks	-	-	73,600	73,600	0%	47
39	Capital - Parks & Rec Facility	-	42,999	20,000	(22,999)	215%	47
40	Capital - Public Works Facility	-	-	25,000	25,000	0%	47
41	Capital - City hall	-	-	30,000	30,000	0%	47
42	Capital - Public Works Storage	-	-	55,800	55,800	0%	48
43	Total Expenditures	-	160,823	743,550	582,727	22%	48
44	Net Revenue Over (Under) Expenditures	19,220	(45,952)	-	45,952	-	48

Centerville City Corporation Financial Summary

For the Month Ended September 30, 2024

(No Assurance Provided)

25% of the Fiscal Year has Elapsed

TRANSPORTATION FUND		September Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
1	Taxes	43,298	132,059	500,000	367,941	26%	50
2	State Revenue	133,618	133,618	800,000	666,382	17%	50
3	Transfers	34,633	103,898	415,592	311,694	25%	50
4	Misc. Revenue	3,779	12,461	35,000	22,539	36%	50
5	Source 39	-	-	149,508	149,508	0%	
6	Total Revenues	215,328	382,036	1,900,100	1,518,064	20%	50
Expenditures:							
7	Capital Proj.	484,694	535,108	1,125,100	589,992	48%	51
8	Annual Proj.	(11,404)	(5,245)	775,000	780,245	-1%	51
9	Total Expenditures	473,290	529,863	1,900,100	1,370,237	28%	51
10	Net Revenue Over (Under) Expenditures	(257,962)	(147,826)	-	147,826	-	51
CAPITAL PROJ. FUND - UTOPIA		September Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
11	Utopia Rebate	-	-	156,838	156,838	0%	53
12	Transfers	40,160	96,397	385,586	289,190	25%	53
13	Total Revenues	40,160	96,397	542,424	446,028	18%	53
Expenditures:							
14	Expenditures	45,202	135,606	542,424	406,818	25%	54
15	Total Expenditures	45,202	135,606	542,424	406,818	25%	54
16	Net Revenue Over (Under) Expenditures	(5,042)	(39,209)	-	39,209	-	54
WATER FUND		September Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
17	Source 33	-	-	1,500,000	1,500,000	0%	56
18	Charges for Services	1,013	4,052	135,000	130,948	3%	56
19	Miscellaneous	4,037	17,003	30,000	12,998	57%	56
20	Operating Revenue	350,289	1,061,934	4,021,700	2,959,766	26%	56
22	Total Revenues	355,339	1,082,989	5,686,700	4,603,711	19%	56
Expenditures:							
23	Expenditures	256,270	820,891	3,276,205	2,455,314	25%	58
24	Capital Equipment/Proj.	24,990	75,631	2,910,495	2,834,864	3%	58
25	Water Projects	171,073	191,810	-	(191,810)	-	58
26	Development Waterline Projects	375	(17,536)	-	17,536	-	58
27	Total Expenditures	452,708	1,070,796	6,186,700	5,115,904	17%	58
28	Net Revenue Over (Under) Expenditures	(97,369)	12,192	(500,000)	(512,192)	-2%	58
SANITATION FUND		September Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
29	Miscellaneous	6,587	7,393	3,400	(3,993)	217%	60
30	Operating Revenue	116,278	349,005	1,383,000	1,033,995	25%	60
31	Total Revenues	122,864	356,399	1,386,400	1,030,001	26%	60
Expenditures:							
32	Expenditures	111,218	244,523	1,386,400	1,141,877	18%	61
33	Total Expenditures	111,218	244,523	1,386,400	1,141,877	18%	61
34	Net Revenue Over (Under) Expenditures	11,647	111,875	-	(111,875)	-	61
DRAINAGE UTILITY FUND		September Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
35	Impact Fees	-	-	39,000	39,000	0%	63
36	Miscellaneous	271	1,541	25,000	23,459	6%	63
37	Operating Revenue	119,634	701,031	1,930,000	1,228,969	36%	63
38	Total Revenues	119,905	702,572	1,994,000	1,291,428	35%	63
Expenditures:							
39	Expenditures	90,520	280,367	2,114,000	1,833,633	13%	64
1	Drainage Improvement Projects	29,058	29,058	-	(29,058)	-	64
2	Total Expenditures	119,578	309,425	2,114,000	1,804,575	15%	64
3	Net Revenue Over (Under) Expenditures	328	393,147	(120,000)	(513,147)	-328%	65

Centerville City Corporation Financial Summary
For the Month Ended September 30, 2024
(No Assurance Provided)

25% of the Fiscal Year has Elapsed

TELECOM FUND		September Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
1	Charges for Services	6,960	22,623	125,000	102,377	18%	67
2	Interest Income (Source 36)	27	82	200	118	41%	67
3	Total Revenues	6,987	22,706	125,200	102,494	18%	67
Expenditures:							
4	Professional Services	6,722	21,882	125,200	103,318	17%	68
5	Total Expenditures	6,722	21,882	125,200	103,318	17%	68
6	Net Revenue Over (Under) Expenditures	265	824	-	(824)	-	68

CENTERVILLE CITY CORPORATION
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2024

COMBINED CASH ACCOUNTS

01-11110000	CASH - CHECKING	526,714.75
01-11310000	PETTY CASH - GENERAL CITY	200.00
01-11510000	PTIF - INVESTMENT ACCOUNT	7,688,354.43
01-11530000	PTIF-RAP TAX	6,171,831.25
01-11550000	PTIF-DCPA RES ACCT	1,028,033.36
01-11570000	PTIF-CEMETERY PERPETUAL CARE	45,304.79
01-11750000	UTILITY CASH CLEARING	(225.44)
TOTAL COMBINED CASH		15,460,213.14
01-11100000	ALLOCATIONS DUE TO OTHER FUNDS	(15,460,213.14)
TOTAL UNALLOCATED CASH		.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	3,980,827.98
20	ALLOCATION TO REDEVELOPMENT AGENCY FUND	2,862,920.18
25	ALLOCATION TO RECREATION FUND	1,762.04
27	ALLOCATION TO RAP TAX FUND	563,639.06
30	ALLOCATION TO CEMETERY PERPETUAL CARE	128,229.59
45	ALLOCATION TO PARK FUND	699,426.34
47	ALLOCATION TO CAPITAL PROJECTS FUND	5,227,427.35
48	ALLOCATION TO TRANSPORTATION FUND	1,103,351.62
49	ALLOCATION TO UTOPIA PROJECT FUND	73,403.32
51	ALLOCATION TO WATER FUND	390,118.27
52	ALLOCATION TO SANITATION FUND	176,689.49
53	ALLOCATION TO DRAINAGE UTILITY	248,284.18
54	ALLOCATION TO TELECOMMUNICATION FUND	4,133.72
TOTAL ALLOCATIONS TO OTHER FUNDS		15,460,213.14
ALLOCATION FROM COMBINED CASH FUND - 01-11100000		(15,460,213.14)
ZERO PROOF IF ALLOCATIONS BALANCE		.00

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

GENERAL FUND

ASSETS

10-11100000	CASH - COMBINED FUND	3,980,827.98	
10-11210000	CASH-ZIONS ACCOUNT	29,087.54	
10-11310000	CASH - OVER & SHORTS	(40.83)	
10-11320000	DRUG/ALCOHOL INFORMANT ACCOUNT	200.00	
10-11330000	CASH REGISTER CHANGE FUND	100.00	
10-11340000	JP COURT CHANGE FUND	185.00	
10-11900000	ACCOUNTS RECEIVABLE AR	117,631.20	
10-13110000	ACCOUNTS RECEIVABLE ST LIGHT	387.44	
10-13170000	ACCOUNTS RECEIVABLE - OTHER	1,081,679.30	
10-13180000	ACCOUNTS RECIEVABLE-PROP TAXES	2,275,565.00	
10-13200000	ALLOWANCE FOR BAD DEBT	(2,500.00)	
10-13300000	PREPAID EXPENSE	15,301.72	
	TOTAL ASSETS		7,498,424.35

LIABILITIES AND EQUITY

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

GENERAL FUND

LIABILITIES

10-21310000	ACCOUNTS PAYABLE	(	56,774.02)	
10-21510000	DOG LICENSES PAYABLE		60.00	
10-22200000	WAGES PAYABLE		182,499.89	
10-22210000	FWT PAYABLE		22,004.41	
10-22220000	SWT PAYABLE		27,191.39	
10-22230000	FICA PAYABLE		42,372.56	
10-22300000	401K VOLUNTARY PAYABLE		18,913.22	
10-22301000	457 VOLUNTARY CONTRIB/PAYABLE		3,859.92	
10-22302000	MPP VOLUNTARY/PAYABLE		1,142.31	
10-22303000	ROTH - IRA		1,364.29	
10-22320000	RETIREMENT PAYABLE		112,534.56	
10-22340000	EYEMED/PAYABLE		50.54	
10-22360000	FRATERNAL ORDER OF POLICE/PYBL		1,389.00	
10-22390000	EMPLOYEE MED INS PREMIUM	(	7,522.39)	
10-22391000	PEHP/DENTAL INSURANCE		681.76	
10-22392000	STANDARD INSURANCE/TERM LIFE	(	574.08)	
10-22400000	ASSURITY PAYABLE		34.44	
10-22420000	EMPLOYEES ASSOCIATION DUES		33.00	
10-22440000	FLEX/HSA ACCOUNT CONTRIBUTIONS	(	92,049.10)	
10-22450000	LONG TERM DISABILITY		2,644.06	
10-22460000	WORKERS COMPENSATION PAYABLE		20,726.54	
10-22470000	REIREMENT MEDICAL HOLDING		32,398.52	
10-22480000	FIRE SERVICE IMPACT FEE		17,866.45	
10-22500000	CREDIT CARDS PAYABLE		.04	
10-23130000	CONSTRUCTION DEPOSIT		65,000.00	
10-23132720	CASH BOND - MOSS ACRES		18,754.00	
10-23132730	CASH BOND - BARTILE BLDG 8		14,200.00	
10-23132840	CASH BOND - PARRISH CREEK		21,100.00	
10-23132890	CASH BOND - CW THE HIVE LLC		80,030.00	
10-23132910	CASH BOND - PASTURE		18,500.00	
10-23132920	CASH BOND - JUAREZ		2,760.00	
10-23132930	CASH BOND - ACC TRUCK WORLD		9,000.00	
10-23132940	CASH BOND - SUMMERHILL LANE		109,008.14	
10-23132950	CASH BOND - CW THE LANE, LLC		66,560.00	
10-23132960	CASH BOND - CENTER POINT CONST		90,295.50	
10-23132980	CASH BOND - HOGAN & ASSOCIATES		211,410.00	
10-23133010	CASH BOND - CANYON POINT SUBDI		46,340.00	
10-23133030	CASH BOND - BRANDON WELLS		3,010.00	
10-23133040	CASH BOND - MILLET		1,750.00	
10-23150000	POLICE EVIDENCE ACCOUNT		46,894.50	
10-23151000	COURT - BAIL		7,366.53	
10-23160000	GUN RANGE MAINTENANCE		9,000.00	
10-23300000	DEFERRED REVENUE- PROPERTY TAX		2,275,565.00	
TOTAL LIABILITIES				3,427,390.98

FUND EQUITY

10-28500000	RESTRICTED FUND BALANCE	65,878.16
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CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

GENERAL FUND

UNAPPROPRIATED FUND BALANCE:			
10-29510000	PRIOR UNREST. FUND BALANCE	4,376,649.03	
	REVENUE OVER EXPENDITURES - YTD	(371,493.82)	
	BALANCE - CURRENT DATE	4,005,155.21	
	TOTAL FUND EQUITY		4,071,033.37
	TOTAL LIABILITIES AND EQUITY		7,498,424.35

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAX REVENUE</u>					
10-31-100000	PROPERTY TAXES	2,666.62	41,511.65	2,275,585.00	2,234,073.35	1.8
10-31-120000	FEE IN LIEU OF TAXES	11,862.44	35,992.31	110,000.00	74,007.69	32.7
10-31-200000	PROPERTY TAXES - DUE	33.41	709.21	50,000.00	49,290.79	1.4
10-31-300000	SALES TAX - GENERAL	481,511.68	1,417,630.20	5,500,000.00	4,082,369.80	25.8
10-31-410000	FRANCHISE TAX - POWER	105,938.50	241,174.65	550,000.00	308,825.35	43.9
10-31-420000	FRANCHISE TAX - NATURAL GAS	.00	32,146.47	350,000.00	317,853.53	9.2
10-31-430000	FRANCHISE TAX - TELECOMM.	6,076.78	17,225.77	80,000.00	62,774.23	21.5
10-31-440000	FRANCHISE TAX - CATV	.00	17,620.16	80,000.00	62,379.84	22.0
	<u>TOTAL TAX REVENUE</u>	<u>608,089.43</u>	<u>1,804,010.42</u>	<u>8,995,585.00</u>	<u>7,191,574.58</u>	<u>20.1</u>
	<u>LICENSES AND PERMITS</u>					
10-32-100000	BUSINESS LICENSES	325.84	830.67	60,000.00	59,169.33	1.4
10-32-110000	BUILDING FEES	57,250.84	83,568.92	185,000.00	101,431.08	45.2
10-32-120000	PLAN CHECK FEES	34,181.70	41,459.59	60,000.00	18,540.41	69.1
10-32-130000	ELECTRICAL FEES	210.00	1,190.00	4,000.00	2,810.00	29.8
10-32-140000	PLUMBING FEES	.00	350.00	2,500.00	2,150.00	14.0
10-32-150000	MECHANICAL FEES	490.00	1,610.00	5,000.00	3,390.00	32.2
10-32-160000	STATE SURCHARGE FEE	578.95	866.54	500.00	(366.54)	173.3
10-32-200000	APPROACH FEE (STREET & CURB)	35.00	140.00	2,000.00	1,860.00	7.0
10-32-220000	BICYCLE LICENSES	.00	.00	10.00	10.00	.0
10-32-230000	CHICKEN & RABBIT PERMITS	.00	.00	120.00	120.00	.0
	<u>TOTAL LICENSES AND PERMITS</u>	<u>93,072.33</u>	<u>130,015.72</u>	<u>319,130.00</u>	<u>189,114.28</u>	<u>40.7</u>
	<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-580000	STATE GRANT/LIQUOR LAW	.00	.00	26,600.00	26,600.00	.0
10-33-610000	SCHOOL RESOURCE OFFICER	.00	.00	24,550.00	24,550.00	.0
10-33-630000	PUBLIC SAFETY GRANTS	.00	3,996.00	19,900.00	15,904.00	20.1
	<u>TOTAL INTERGOVERNMENTAL REVENUE</u>	<u>.00</u>	<u>3,996.00</u>	<u>71,050.00</u>	<u>67,054.00</u>	<u>5.6</u>

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>						
10-34-120000	SUBDIVISION INSPECTION FEE	15,798.37	28,209.92	100,000.00	71,790.08	28.2
10-34-130000	ZONING & SUBDIVISION FEES	3,400.00	7,060.00	100,000.00	92,940.00	7.1
10-34-140000	BUILDING INSPECTION FEES	.00	.00	1,000.00	1,000.00	.0
10-34-150000	SALE OF MAPS & PUBLICATIONS	.00	.00	50.00	50.00	.0
10-34-310000	STREET EXCAVATION FEES	1,955.00	2,460.00	4,000.00	1,540.00	61.5
10-34-330000	STREET LIGHTING FEES	345.78	1,035.18	4,140.00	3,104.82	25.0
10-34-340000	STREET SIGN CHARGES	.00	.00	50.00	50.00	.0
10-34-730000	PARK RENTAL FEES	450.00	1,780.00	7,000.00	5,220.00	25.4
10-34-740000	PARK USE AGREEMENTS	.00	2,580.00	7,000.00	4,420.00	36.9
10-34-750000	PARK FEES - CONCESSION LEASE	.00	500.00	.00	500.00	.0
10-34-800000	CEMETERY - LOT E	.00	1,200.00	.00	1,200.00	.0
10-34-810000	CEMETERY LOTS- ABCD	.00	1,200.00	.00	1,200.00	.0
10-34-830000	GRAVE OPENING CHARGES	1,600.00	6,600.00	34,000.00	27,400.00	19.4
10-34-840000	NICHE WALL	.00	.00	3,000.00	3,000.00	.0
10-34-900000	ADMIN OVERHEAD - WATER FUND	101,382.00	304,146.00	1,253,412.00	949,266.00	24.3
10-34-910000	ADMIN OVERHEAD - SANITATION	17,610.33	52,830.99	207,806.00	154,975.01	25.4
10-34-920000	ADMIN OVERHEAD - DRAINAGE FUND	53,333.58	160,000.74	652,473.00	492,472.26	24.5
10-34-940000	ADMIN OVERHEAD - RDA	25,727.33	77,181.99	324,302.00	247,120.01	23.8
10-34-950000	ADMIN OVERHEAD - TELECOMM	.00	.00	6,250.00	6,250.00	.0
	TOTAL CHARGES FOR SERVICES	221,602.39	646,784.82	2,704,483.00	2,057,698.18	23.9
<u>FINES AND FORFEITURES</u>						
10-35-110000	CITY COURT	32,910.87	104,535.01	272,000.00	167,464.99	38.4
	TOTAL FINES AND FORFEITURES	32,910.87	104,535.01	272,000.00	167,464.99	38.4
<u>MISCELLANEOUS REVENUE</u>						
10-36-100000	BANKING/INVEST. INTEREST	18,905.77	66,199.16	250,000.00	183,800.84	26.5
10-36-230000	BANKING/ZIONS BANK INT INCOME	809.75	814.47	1,000.00	185.53	81.5
10-36-250000	RENTAL CHARGES/COMUNITY CNT	80.00	150.00	250.00	100.00	60.0
10-36-270000	SECURITY DEPOSIT/COMMUNITY CTR	.00	.00	50.00	50.00	.0
10-36-280000	WHITAKER FEES	30.00	585.00	3,000.00	2,415.00	19.5
10-36-290000	SALE OF HISTORIC MAPS	.00	.00	10.00	10.00	.0
10-36-400000	SALE OF FIXED ASSETS	.00	2,850.00	132,500.00	129,650.00	2.2
10-36-800000	WITNESS FEES	.00	.00	350.00	350.00	.0
10-36-820000	CITIZEN'S ACADEMY	.00	550.00	1,000.00	450.00	55.0
10-36-830000	POLICE COMMUNITY PROGRAMS	145.00	145.00	1,000.00	855.00	14.5
10-36-840000	SEX OFFENDER REGISTRY FEE	.00	.00	50.00	50.00	.0
10-36-900000	SUNDRY REVENUE	(6,453.58)	4,495.38	15,000.00	10,504.62	30.0
	TOTAL MISCELLANEOUS REVENUE	13,516.94	75,789.01	404,210.00	328,420.99	18.8

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>NON-OPERATING REVENUE</u>					
10-38-200000	TRANSFER FROM RDA-HOMELESS	3,691.87	11,075.61	70,000.00	58,924.39	15.8
10-38-340000	CONTRIBUTION/JULY 4TH	.00	3,020.00	1,000.00	(2,020.00)	302.0
10-38-450000	MISC. CONTRIBUTIONS	3,000.00	3,525.00	.00	(3,525.00)	.0
10-38-470000	POLICE CONTRIBUTIONS	.00	6,000.00	.00	(6,000.00)	.0
10-38-500000	CONTRIBUTIONS-CENTENNIAL BOOK	(520.00)	(520.00)	.00	520.00	.0
10-38-700000	CONTRIBUTION PREPAREDNESS FAIR	750.00	4,975.00	5,000.00	25.00	99.5
10-38-750000	GUN RANGE DEPOSIT	.00	.00	800.00	800.00	.0
	TOTAL NON-OPERATING REVENUE	6,921.87	28,075.61	76,800.00	48,724.39	36.6
	<u>CONTRIBUTIONS & TRANSFERS</u>					
10-39-200000	TRANSFER FROM OTHER FUNDS	2,509.95	7,651.63	53,506.00	45,854.37	14.3
	TOTAL CONTRIBUTIONS & TRANSFERS	2,509.95	7,651.63	53,506.00	45,854.37	14.3
	TOTAL FUND REVENUE	978,623.78	2,800,858.22	12,896,764.00	10,095,905.78	21.7

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>LEGISLATIVE</u>					
10-4111-120.0	WAGES - COUNCIL	3,700.00	11,100.00	51,900.00	40,800.00	21.4
10-4111-130.0	FICA	290.69	771.76	3,971.00	3,199.24	19.4
10-4111-135.0	WORKERS COMPENSATION	77.42	232.26	1,300.00	1,067.74	17.9
10-4111-141.0	TRANSPORTATION ALLOWANCE	100.00	300.00	1,200.00	900.00	25.0
10-4111-200.0	UNIFORM PURCHASE	.00	.00	1,200.00	1,200.00	.0
10-4111-210.0	ULC&T	1,258.92	3,776.76	15,107.00	11,330.24	25.0
10-4111-211.0	CHAMBER OF COMMERCE MEMBERSHIP	.00	.00	1,000.00	1,000.00	.0
10-4111-217.0	CONTRIBUTIONS	.00	.00	1,000.00	1,000.00	.0
10-4111-231.0	MAYOR LUNCHEON	.00	.00	600.00	600.00	.0
10-4111-240.0	OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
10-4111-264.0	IT SERVICES AND LICENSES	.00	1,062.48	1,170.00	107.52	90.8
10-4111-310.0	RECORDER SERVICES	.00	99.00	3,500.00	3,401.00	2.8
10-4111-314.0	COMPUTER SERVICES	.00	.00	3,000.00	3,000.00	.0
10-4111-330.0	EDUCATION & TRAINING	625.00	625.00	4,000.00	3,375.00	15.6
10-4111-480.0	MISC SUPPLIES	214.31	214.31	300.00	85.69	71.4
10-4111-481.0	MEETING MEALS	429.45	1,258.36	4,000.00	2,741.64	31.5
10-4111-510.0	SPECIAL CONTINGENCY	239.90	1,320.50	10,000.00	8,679.50	13.2
	TOTAL LEGISLATIVE	6,935.69	20,760.43	103,348.00	82,587.57	20.1

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	JUDICIAL					
10-4120-110.0	SALARY AND WAGES	10,217.14	31,332.57	123,970.00	92,637.43	25.3
10-4120-111.0	OVERTIME PAY	.00	.00	1,000.00	1,000.00	.0
10-4120-120.0	WAGES - JUDGE	4,986.17	15,290.92	60,499.00	45,208.08	25.3
10-4120-122.0	PART TIME - OFFICE	1,048.71	3,212.56	15,268.00	12,055.44	21.0
10-4120-130.0	FICA	1,140.01	3,613.56	15,357.00	11,743.44	23.5
10-4120-131.0	RETIREMENT	2,458.02	7,853.35	31,475.00	23,621.65	25.0
10-4120-132.0	MEDICAL INSURANCE	3,371.92	10,118.89	50,912.00	40,793.11	19.9
10-4120-134.0	LONG TERM DISABILITY	32.42	113.47	600.00	486.53	18.9
10-4120-135.0	WORKERS COMPENSATION	114.26	399.80	1,500.00	1,100.20	26.7
10-4120-230.0	MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
10-4120-240.0	OFFICE SUPPLIES	25.82	280.52	1,000.00	719.48	28.1
10-4120-241.0	PRINTING	.00	197.78	300.00	102.22	65.9
10-4120-242.0	POSTAGE	77.68	263.47	1,000.00	736.53	26.4
10-4120-260.0	EQUIP MAINT SUPPLIES	.00	.00	100.00	100.00	.0
10-4120-262.0	COPIER SUPPLIES	.00	.00	400.00	400.00	.0
10-4120-264.0	IT SERVICES AND LICENSES	.00	739.86	685.00	(54.86)	108.0
10-4120-311.0	PROFESSIONAL SERVICES	49.09	60.65	700.00	639.35	8.7
10-4120-314.0	COMPUTER SERVICES	.00	.00	900.00	900.00	.0
10-4120-315.0	PROSECUTING ATTORNEY SERVICES	(25.92)	(25.92)	28,000.00	28,025.92	(.1)
10-4120-320.0	PUBLIC DEFENDER SERVICES	550.00	823.42	8,000.00	7,176.58	10.3
10-4120-330.0	EDUCATION & TRAINING	.00	.00	1,200.00	1,200.00	.0
10-4120-350.0	CONTRACT SERVICES - JUDGE	.00	.00	500.00	500.00	.0
10-4120-480.0	MISC SUPPLIES	34.99	34.99	250.00	215.01	14.0
10-4120-621.0	WITNESS FEES	.00	.00	250.00	250.00	.0
10-4120-623.0	JURY FEES	.00	.00	300.00	300.00	.0
10-4120-624.0	INTERPRETOR	.00	.00	2,000.00	2,000.00	.0
	TOTAL JUDICIAL	24,080.31	74,309.89	346,266.00	271,956.11	21.5

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>						
10-4130-110.0	SALARY AND WAGES	35,798.19	108,932.78	424,382.00	315,449.22	25.7
10-4130-111.0	OVERTIME PAY	404.31	1,065.06	5,500.00	4,434.94	19.4
10-4130-130.0	FICA	2,492.08	7,864.11	32,886.00	25,021.89	23.9
10-4130-131.0	RETIREMENT	5,743.61	18,296.80	72,951.00	54,654.20	25.1
10-4130-132.0	MEDICAL INSURANCE	5,291.60	15,874.80	91,910.00	76,035.20	17.3
10-4130-134.0	LONG TERM DISABILITY	115.08	399.96	900.00	500.04	44.4
10-4130-135.0	WORKERS COMPENSATION	295.53	1,033.05	4,625.00	3,591.95	22.3
10-4130-141.0	TRANSPORTATION ALLOWANCE	350.00	850.00	4,200.00	3,350.00	20.2
10-4130-200.0	UNIFORM ALLOWANCE	.00	.00	1,000.00	1,000.00	.0
10-4130-210.0	BOOKS & SUBSCRIPTIONS	.00	108.00	1,000.00	892.00	10.8
10-4130-211.0	MEMBERSHIPS	185.00	749.00	4,000.00	3,251.00	18.7
10-4130-213.0	MUNICIPAL CODE SERVICES	.00	.00	1,750.00	1,750.00	.0
10-4130-220.0	PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
10-4130-230.0	MILEAGE REIMBURSEMENT	192.18	192.18	1,000.00	807.82	19.2
10-4130-240.0	OFFICE SUPPLIES	789.33	1,954.58	1,800.00	(154.58)	108.6
10-4130-241.0	PRINTING	.00	.00	600.00	600.00	.0
10-4130-242.0	POSTAGE	7.14	25.27	1,400.00	1,374.73	1.8
10-4130-250.0	VEHICLE MAINTENANCE	.00	441.28	2,500.00	2,058.72	17.7
10-4130-260.0	EQUIP MAINT & SUPPLIES	148.87	148.87	2,700.00	2,551.13	5.5
10-4130-264.0	IT SERVICES AND LICENSES	119.99	2,531.09	36,275.00	33,743.91	7.0
10-4130-280.0	TELEPHONE AND DATA	232.91	515.88	3,800.00	3,284.12	13.6
10-4130-290.0	GASOLINE	161.01	377.12	1,000.00	622.88	37.7
10-4130-310.0	PROFESSIONAL SERVICES	8,434.64	13,536.74	35,050.00	21,513.26	38.6
10-4130-330.0	EDUCATION AND TRAINING	2,223.99	5,697.25	30,650.00	24,952.75	18.6
10-4130-480.0	MISC SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-4130-481.0	EMPLOYEE - TUITION	.00	537.40	8,000.00	7,462.60	6.7
10-4130-482.0	EMPLOYEE - SERVICE	50.00	835.95	5,500.00	4,664.05	15.2
10-4130-483.0	EMPLOYEE- DINNER	912.40	912.40	9,500.00	8,587.60	9.6
10-4130-484.0	EMPLOYEE - WELLNESS	200.00	200.00	5,000.00	4,800.00	4.0
10-4130-485.0	MARKETING	.01	.05	27,000.00	26,999.95	.0
10-4130-486.0	NEWSLETTER - PRINTING/POSTAGE	.00	.00	7,000.00	7,000.00	.0
10-4130-487.0	VOLUNTEER SERVICE RECOGNITION	220.00	220.00	3,600.00	3,380.00	6.1
10-4130-740.0	CAPITAL EQUIPMENT	348.94	3,479.02	8,500.00	5,020.98	40.9
10-4130-745.0	NETWORK EQUIPMENT/LICENSING	6,632.74	20,110.19	144,620.00	124,509.81	13.9
10-4130-755.0	WEBSITE	.00	935.65	10,100.00	9,164.35	9.3
TOTAL ADMINISTRATIVE		71,349.55	207,824.48	992,699.00	784,874.52	20.9

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ATTORNEY</u>					
10-4135-110.0 SALARY AND WAGES	13,515.96	41,448.95	165,138.00	123,689.05	25.1
10-4135-120.0 PART TIME WAGES	.00	.00	5,000.00	5,000.00	.0
10-4135-130.0 FICA	960.34	3,040.46	13,016.00	9,975.54	23.4
10-4135-131.0 RETIREMENT	2,140.74	6,856.66	28,024.00	21,167.34	24.5
10-4135-132.0 MEDICAL INSURANCE	814.55	2,443.65	10,496.00	8,052.35	23.3
10-4135-134.0 LONG TERM DISABILITY	42.90	150.15	700.00	549.85	21.5
10-4135-135.0 WORKERS COMPENSATION	20.30	71.05	300.00	228.95	23.7
10-4135-210.0 BOOKS & SUBSCRIPTIONS	43.15	43.15	5,000.00	4,956.85	.9
10-4135-211.0 MEMBERSHIPS	250.00	1,014.00	1,500.00	486.00	67.6
10-4135-215.0 FILING FEES & COSTS	.00	.00	100.00	100.00	.0
10-4135-230.0 MILEAGE REIMBURSEMENT	.00	.00	500.00	500.00	.0
10-4135-240.0 OFFICE SUPPLIES	.00	.00	500.00	500.00	.0
10-4135-242.0 POSTAGE	.00	.00	25.00	25.00	.0
10-4135-264.0 IT SERVICES AND LICENSES	.00	208.62	250.00	41.38	83.5
10-4135-280.0 TELEPHONE AND DATA	35.00	95.00	500.00	405.00	19.0
10-4135-311.0 ATTORNEY SERVICES	.00	.00	10,000.00	10,000.00	.0
10-4135-314.0 COMPUTER SERVICES	.00	.00	1,500.00	1,500.00	.0
10-4135-330.0 EDUCATION & TRAINING	60.00	240.00	3,000.00	2,760.00	8.0
10-4135-480.0 MISC SUPPLIES	.00	.00	100.00	100.00	.0
10-4135-650.0 SPEC. PROJECT	.00	.00	5,000.00	5,000.00	.0
TOTAL ATTORNEY	17,882.94	55,611.69	250,649.00	195,037.31	22.2

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>						
10-4140-110.0	SALARY AND WAGES	17,140.24	59,792.69	268,343.00	208,550.31	22.3
10-4140-111.0	OVERTIME PAY	24.98	199.81	2,000.00	1,800.19	10.0
10-4140-120.0	PART TIME WAGES	6,520.44	20,682.47	75,709.00	55,026.53	27.3
10-4140-130.0	FICA	1,601.41	5,682.33	26,473.00	20,790.67	21.5
10-4140-131.0	RETIREMENT	3,741.71	12,401.91	58,726.00	46,324.09	21.1
10-4140-132.0	MEDICAL INSURANCE	3,413.83	12,392.21	77,266.00	64,873.79	16.0
10-4140-134.0	LONG TERM DISABILITY	54.40	200.58	1,200.00	999.42	16.7
10-4140-135.0	WORKERS COMPENSATION	36.65	143.60	600.00	456.40	23.9
10-4140-200.0	UNIFORM PURCHASE	.00	.00	1,000.00	1,000.00	.0
10-4140-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	150.00	150.00	.0
10-4140-211.0	MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-4140-220.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4140-230.0	MILEAGE REIMBURSEMENT	.00	4.96	500.00	495.04	1.0
10-4140-240.0	OFFICE SUPPLIES	427.55	852.94	2,000.00	1,147.06	42.7
10-4140-241.0	PRINTING	.00	.00	2,000.00	2,000.00	.0
10-4140-242.0	POSTAGE	1,004.83	1,868.51	3,000.00	1,131.49	62.3
10-4140-260.0	EQUIP MAINT & SUPPLIES	104.99	104.99	1,000.00	895.01	10.5
10-4140-262.0	COPIER SUPPLIES	.00	.00	1,800.00	1,800.00	.0
10-4140-264.0	IT SERVICES AND LICENSES	.00	1,157.10	780.00	(377.10)	148.4
10-4140-280.0	TELEPHONE AND DATA	75.01	175.02	840.00	664.98	20.8
10-4140-310.0	PROFESSIONAL SERVICES	103.98	353.98	1,400.00	1,046.02	25.3
10-4140-311.0	RETIREMENT ADMINISTRATION FEES	.00	1,024.00	1,500.00	476.00	68.3
10-4140-312.0	CPA SERVICES	.00	.00	22,000.00	22,000.00	.0
10-4140-313.0	AUDIT SERVICES	.00	.00	24,600.00	24,600.00	.0
10-4140-314.0	COMPUTER SERVICES	644.50	1,933.50	9,734.00	7,800.50	19.9
10-4140-315.0	FLEX SPENDING SERVICES	.00	200.00	1,200.00	1,000.00	16.7
10-4140-320.0	BANKING SERVICES	1,599.11	3,400.92	15,000.00	11,599.08	22.7
10-4140-327.0	CASH BOND INTEREST EXPENSE	.00	5,196.38	5,000.00	(196.38)	103.9
10-4140-330.0	EDUCATION AND TRAINING	.00	.00	10,000.00	10,000.00	.0
10-4140-480.0	MISC SUPPLIES	119.84	7,895.38	1,200.00	(6,695.38)	658.0
10-4140-511.0	INSURANCE - LIABILITY	25,314.30	25,314.30	45,058.00	19,743.70	56.2
10-4140-515.0	LIABILITY DEDUCTIBLE	.00	.00	25,000.00	25,000.00	.0
TOTAL FINANCE		61,927.77	160,977.58	686,179.00	525,201.42	23.5
<u>EMERGENCY MANAGEMENT</u>						
10-4150-261.0	EQUIPMENT MAINTENANCE	.00	.00	250.00	250.00	.0
10-4150-320.0	PREP FAIR	9,319.62	10,986.54	5,000.00	(5,986.54)	219.7
10-4150-330.0	EDUCATION & TRAINING	.00	.00	8,000.00	8,000.00	.0
10-4150-350.0	CITIZEN CORP	.00	.00	500.00	500.00	.0
10-4150-480.0	MISC SUPPLIES	147.22	271.46	2,000.00	1,728.54	13.6
10-4150-740.0	CAPITAL EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
TOTAL EMERGENCY MANAGEMENT		9,466.84	11,258.00	18,750.00	7,492.00	60.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>FIRE SERVICES</u>					
10-4155-323.0	SOUTH DAVIS FIRE DIST. ASSMT	96,075.08	288,225.24	1,182,618.00	894,392.76	24.4
	TOTAL FIRE SERVICES	96,075.08	288,225.24	1,182,618.00	894,392.76	24.4
	<u>YOUTH COUNCIL</u>					
10-4180-480.0	MISCELLANEOUS	(271.64)	1,458.91	6,500.00	5,041.09	22.4
10-4180-486.0	SPRING CONFERENCE	.00	.00	7,100.00	7,100.00	.0
10-4180-640.0	FLOAT	.00	.00	250.00	250.00	.0
10-4180-645.0	EASTER EGG HUNT	.00	.00	250.00	250.00	.0
	TOTAL YOUTH COUNCIL	(271.64)	1,458.91	14,100.00	12,641.09	10.4
	<u>WHITAKER</u>					
10-4190-120.0	PART TIME WAGES	2,541.60	7,794.24	31,055.00	23,260.76	25.1
10-4190-130.0	FICA	181.48	575.05	2,376.00	1,800.95	24.2
10-4190-131.0	RETIREMENT	402.56	1,289.38	5,271.00	3,981.62	24.5
10-4190-135.0	WORKERS COMPENSATION	49.30	172.55	500.00	327.45	34.5
10-4190-211.0	MEMBERSHIPS	.00	.00	980.00	980.00	.0
10-4190-240.0	OFFICE SUPPLIES	36.20	203.40	300.00	96.60	67.8
10-4190-264.0	IT SERVICES AND LICENSES	.00	208.62	325.00	116.38	64.2
10-4190-280.0	TELEPHONE - AIR TIME	20.00	54.29	240.00	185.71	22.6
10-4190-310.0	RECORDING SERVICES	.00	.00	400.00	400.00	.0
10-4190-312.0	PUBLIC RELATIONS	.00	157.59	2,500.00	2,342.41	6.3
10-4190-316.0	EVENT SUPPLIES	8.41	1,217.33	5,000.00	3,782.67	24.4
10-4190-330.0	EDUCATION & TRAINING	364.19	427.44	1,400.00	972.56	30.5
10-4190-368.0	KEEPING THE STORIES ALIVE	.00	666.05	1,100.00	433.95	60.6
	TOTAL WHITAKER	3,603.74	12,765.94	51,447.00	38,681.06	24.8

CENTERVILLE CITY CORPORATION
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT EXPENDITURES</u>						
10-4210-110.0	SALARY AND WAGES	166,540.26	593,026.64	2,144,599.00	1,551,572.36	27.7
10-4210-111.0	OVERTIME PAY	6,707.27	20,691.44	88,000.00	67,308.56	23.5
10-4210-115.0	OVERTIME PAY-BALIFF	.00	.00	1,000.00	1,000.00	.0
10-4210-130.0	FICA	12,011.11	40,772.70	170,871.00	130,098.30	23.9
10-4210-131.0	RETIREMENT	47,532.19	154,089.88	689,763.00	535,673.12	22.3
10-4210-132.0	MEDICAL INSURANCE	33,316.21	98,368.90	531,230.00	432,861.10	18.5
10-4210-134.0	LONG TERM DISABILITY	535.75	1,926.74	7,690.00	5,763.26	25.1
10-4210-135.0	WORKERS COMPENSATION	3,302.75	10,928.10	39,785.00	28,856.90	27.5
10-4210-137.0	LINE OF DUTY	.00	.00	2,000.00	2,000.00	.0
10-4210-200.0	UNIFORM PURCHASE	716.89	987.13	13,800.00	12,812.87	7.2
10-4210-201.0	UNIFORM CLEANING	130.50	269.70	1,050.00	780.30	25.7
10-4210-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	580.00	580.00	.0
10-4210-211.0	MEMBERSHIPS	.00	229.00	2,250.00	2,021.00	10.2
10-4210-220.0	PUBLIC NOTICES	32.05	159.93	350.00	190.07	45.7
10-4210-235.0	EVIDENCE SUPPLIES	.00	39.95	1,600.00	1,560.05	2.5
10-4210-240.0	OFFICE SUPPLIES	38.87	1,403.55	5,150.00	3,746.45	27.3
10-4210-241.0	PRINTING	27.73	1,199.91	3,000.00	1,800.09	40.0
10-4210-242.0	POSTAGE	3.57	14.60	300.00	285.40	4.9
10-4210-250.0	VEHICLE MAINTENANCE - MISC.	206.68	1,293.62	20,000.00	18,706.38	6.5
10-4210-252.0	VEHICLE MAINTENANCE - BODY RPR	.00	(5,621.01)	4,000.00	9,621.01	(140.5)
10-4210-253.0	VEHICLE MAINTENANCE - TIRES	124.41	124.41	7,800.00	7,675.59	1.6
10-4210-254.0	VEHICLE MAINT- PREVENTATIVE	622.63	2,011.44	11,000.00	8,988.56	18.3
10-4210-255.0	RADAR MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-4210-260.0	EQUIPMENT MAINTENANCE	225.99	341.38	5,000.00	4,658.62	6.8
10-4210-261.0	RADIO MAINTENANCE	.00	.00	3,500.00	3,500.00	.0
10-4210-262.0	COPIER MAINTENANCE	58.25	58.25	300.00	241.75	19.4
10-4210-263.0	OFFICE EQUIPMENT MAINTENANCE	83.81	83.81	500.00	416.19	16.8
10-4210-264.0	IT SERVICES AND LICENSES	582.50	5,380.76	10,600.00	5,219.24	50.8
10-4210-265.0	CRIME PREVENTION	1,000.00	1,000.00	2,500.00	1,500.00	40.0
10-4210-267.0	WEAPONS MAINTENANCE	.00	24.66	650.00	625.34	3.8
10-4210-270.0	TELEPHONE AND DATA	563.33	1,121.76	7,500.00	6,378.24	15.0
10-4210-282.0	DATA - LAPTOPS	899.76	1,740.05	10,100.00	8,359.95	17.2
10-4210-290.0	GASOLINE	11,844.84	11,792.43	90,000.00	78,207.57	13.1
10-4210-310.0	PROFESSIONAL SERVICES	.00	.00	19,500.00	19,500.00	.0
10-4210-320.0	POLICE RECORDS SOFTWARE	15,581.19	17,242.38	12,000.00	(5,242.38)	143.7
10-4210-330.0	EDUCATION & TRAINING	1,897.00	10,804.19	42,250.00	31,445.81	25.6
10-4210-340.0	LEXIPOL P&P	759.28	11,176.60	9,700.00	(1,476.60)	115.2
10-4210-475.0	SMALL EQUIPMENT	.00	853.73	18,000.00	17,146.27	4.7
10-4210-480.0	MISC SUPPLIES	50.53	848.30	6,200.00	5,351.70	13.7
10-4210-481.0	PHOTOGRAPHY SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-4210-482.0	AMMUNITION	.00	.00	8,000.00	8,000.00	.0
10-4210-483.0	INVESTIGATION SUPPLIES	594.96	723.64	34,000.00	33,276.36	2.1
10-4210-484.0	MEDICAL SUPPLIES	.00	.00	500.00	500.00	.0
10-4210-512.0	INSURANCE - AUTO LIAB.	.00	7,013.40	12,494.00	5,480.60	56.1
10-4210-610.0	CITIZEN ACADEMY	.00	41.97	.00	(41.97)	.0
10-4210-620.0	EMPLOYEE - RECOGNITION	.00	.00	1,750.00	1,750.00	.0
10-4210-621.0	METRO TASK FORCE	.00	.00	15,000.00	15,000.00	.0
10-4210-623.0	EMPLOYEE - WELLNESS	.00	299.85	15,550.00	15,250.15	1.9
10-4210-625.0	DISPATCH SERVICES	1,300.00	13,791.33	53,800.00	40,008.67	25.6
10-4210-730.0	DEER MITIGATION FUNDS	.00	.00	500.00	500.00	.0
10-4210-752.0	GRANT/DONATION PURCHASES	241.97	2,287.68	.00	(2,287.68)	.0

CENTERVILLE CITY CORPORATION
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL POLICE DEPARTMENT EXPENDITURES	307,532.28	1,008,542.80	4,127,712.00	3,119,169.20	24.4
<u>LIQUOR LAW ENFORCEMENT</u>					
10-4218-110.0 SALARY & WAGES	.00	.00	8,125.00	8,125.00	.0
10-4218-130.0 FICA	2.45	.00	625.00	625.00	.0
10-4218-135.0 WORKERS COMPENSATION	.00	.00	150.00	150.00	.0
10-4218-330.0 EDUCATION & TRAINING	816.28	916.28	3,000.00	2,083.72	30.5
10-4218-480.0 MISC SUPPLIES	.00	132.00	500.00	368.00	26.4
10-4218-740.0 CAPITAL EQUIPMENT	.00	.00	14,200.00	14,200.00	.0
TOTAL LIQUOR LAW ENFORCEMENT	818.73	1,048.28	26,600.00	25,551.72	3.9
<u>SCHOOL CROSSING PROGRAM</u>					
10-4219-120.0 PART TIME WAGES	10,918.96	17,999.71	83,000.00	65,000.29	21.7
10-4219-130.0 FICA	784.08	1,157.71	6,350.00	5,192.29	18.2
10-4219-135.0 WORKERS COMPENSATION	217.89	371.16	1,450.00	1,078.84	25.6
10-4219-271.0 UTILITIES - POWER	21.82	43.42	300.00	256.58	14.5
10-4219-480.0 MISC SUPPLIES	.00	15.98	1,800.00	1,784.02	.9
TOTAL SCHOOL CROSSING PROGRAM	11,942.75	19,587.98	92,900.00	73,312.02	21.1
<u>K-9</u>					
10-4223-310.0 PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
10-4223-330.0 EDUCATION & TRAINING	493.56	3,617.40	2,700.00	(917.40)	134.0
10-4223-480.0 MISC SUPPLIES	138.31	353.77	2,250.00	1,896.23	15.7
TOTAL K-9	631.87	3,971.17	6,950.00	2,978.83	57.1
<u>D.A.R.E PROGRAM</u>					
10-4225-241.0 PRINTING	.00	460.00	500.00	40.00	92.0
10-4225-330.0 TRAINING & EDUCATION	.00	521.70	500.00	(21.70)	104.3
10-4225-480.0 MISC SUPPLIES	176.38	176.38	4,000.00	3,823.62	4.4
TOTAL D.A.R.E PROGRAM	176.38	1,158.08	5,000.00	3,841.92	23.2

CENTERVILLE CITY CORPORATION
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC WORKS ADMINISTRATION</u>					
10-4405-110.0	SALARY AND WAGES	37,728.02	114,114.03	465,289.00	351,174.97	24.5
10-4405-111.0	OVERTIME PAY	.00	.00	3,000.00	3,000.00	.0
10-4405-130.0	FICA	2,606.25	8,046.76	35,825.00	27,778.24	22.5
10-4405-131.0	RETIREMENT	5,978.18	18,658.75	79,469.00	60,810.25	23.5
10-4405-132.0	MEDICAL INSURANCE	8,925.65	24,388.83	128,776.00	104,387.17	18.9
10-4405-134.0	LONG TERM DISABILITY	119.78	409.76	1,700.00	1,290.24	24.1
10-4405-135.0	WORKERS COMPENSATION	794.15	2,719.61	6,300.00	3,580.39	43.2
10-4405-200.0	UNIFORM PURCHASE	1,196.62	1,196.62	1,950.00	753.38	61.4
10-4405-210.0	BOOK & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
10-4405-211.0	MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-4405-220.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4405-230.0	MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
10-4405-240.0	OFFICE SUPPLIES	.00	295.07	2,500.00	2,204.93	11.8
10-4405-241.0	PRINTING	.00	130.75	200.00	69.25	65.4
10-4405-242.0	POSTAGE	.00	.00	600.00	600.00	.0
10-4405-262.0	COPIER SUPPLIES	.00	.00	300.00	300.00	.0
10-4405-264.0	IT SERVICES AND LICENSES	.00	948.48	1,500.00	551.52	63.2
10-4405-280.0	TELEPHONE AND DATA	291.76	606.31	2,300.00	1,693.69	26.4
10-4405-310.0	PROFESSIONAL SERVICES	.00	.00	400.00	400.00	.0
10-4405-330.0	EDUCATION AND TRAINING	1,929.04	2,929.04	8,500.00	5,570.96	34.5
10-4405-480.0	MISC SUPPLIES	141.19	184.21	1,500.00	1,315.79	12.3
10-4405-482.0	SMALL TOOLS & MINOR EQUIPMENT	1,734.33	6,826.28	14,500.00	7,673.72	47.1
10-4405-512.0	INSURANCE - AUTO LIABILITY	.00	346.52	1,808.00	1,461.48	19.2
	<u>TOTAL PUBLIC WORKS ADMINISTRATION</u>	<u>61,444.97</u>	<u>181,801.02</u>	<u>757,317.00</u>	<u>575,515.98</u>	<u>24.0</u>

CENTERVILLE CITY CORPORATION
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>STREET DEPARTMENT</u>					
10-4410-110.0	SALARY AND WAGES	26,597.24	82,506.95	321,289.00	238,782.05	25.7
10-4410-111.0	OVERTIME	.00	82.73	7,000.00	6,917.27	1.2
10-4410-130.0	FICA	1,837.43	5,901.79	25,115.00	19,213.21	23.5
10-4410-131.0	RETIREMENT	4,220.15	13,625.85	55,711.00	42,085.15	24.5
10-4410-132.0	MEDICAL INSURANCE	7,174.31	21,522.93	128,776.00	107,253.07	16.7
10-4410-134.0	LONG TERM DISABILITY	84.57	298.50	1,000.00	701.50	29.9
10-4410-135.0	WORKERS COMPENSATION	633.95	2,233.62	7,600.00	5,366.38	29.4
10-4410-200.0	UNIFORM PURCHASE	1,927.37	1,927.37	2,375.00	447.63	81.2
10-4410-256.0	VEHICLE MAINTENANCE	8,111.72	45,675.67	58,000.00	12,324.33	78.8
10-4410-261.0	RADIO MAINTENANCE	.00	.00	100.00	100.00	.0
10-4410-264.0	IT SERVICES AND LICENSES	.00	550.62	495.00	(55.62)	111.2
10-4410-265.0	FIRE EXTINGUISHER	.00	.00	500.00	500.00	.0
10-4410-280.0	TELEPHONE AND DATA	315.76	918.66	4,500.00	3,581.34	20.4
10-4410-290.0	GASOLINE & DIESEL FUEL	2,123.62	7,465.38	40,000.00	32,534.62	18.7
10-4410-314.0	COMPUTER SERVICES	.00	.00	125.00	125.00	.0
10-4410-330.0	EDUCATION & TRAINING	2,256.43	2,256.43	8,800.00	6,543.57	25.6
10-4410-478.0	SIGNAL UPGRADES	7,952.48	7,952.48	12,500.00	4,547.52	63.6
10-4410-479.0	HAULING CONSTRUCTION MATERIAL	.00	.00	1,000.00	1,000.00	.0
10-4410-480.0	MISC SUPPLIES	282.43	911.46	6,000.00	5,088.54	15.2
10-4410-481.0	SNOW REMOVAL	.00	17,247.34	83,000.00	65,752.66	20.8
10-4410-482.0	ASPHALT	8,504.02	17,369.53	34,000.00	16,630.47	51.1
10-4410-484.0	MEDICAL SUPPLIES	54.71	123.89	350.00	226.11	35.4
10-4410-485.0	TOOLS	.00	.00	2,500.00	2,500.00	.0
10-4410-486.0	PAINT STRIPING MATERIALS	.00	285.40	40,250.00	39,964.60	.7
10-4410-488.0	SIGNS	23.78	1,017.36	48,000.00	46,982.64	2.1
10-4410-489.0	ROAD BASE	.00	704.48	1,300.00	595.52	54.2
10-4410-494.0	STREET SWEEPING CONTRACT	7,281.59	7,281.59	32,000.00	24,718.41	22.8
10-4410-512.0	INSURANCE	6,424.66	12,867.11	6,946.00	(5,921.11)	185.2
10-4410-520.0	MISCELLANEOUS SERVICES	.00	1,049.00	13,000.00	11,951.00	8.1
10-4410-610.0	STREET LIGHT POWER	7,188.18	14,402.96	80,000.00	65,597.04	18.0
10-4410-620.0	STREET LIGHT REPAIRS	819.78	4,982.30	40,000.00	35,017.70	12.5
	TOTAL STREET DEPARTMENT	93,814.18	271,161.40	1,062,232.00	791,070.60	25.5

CENTERVILLE CITY CORPORATION
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GIS DEPARTMENT</u>						
10-4470-110.0	SALARY AND WAGES	8,513.14	26,106.97	103,323.00	77,216.03	25.3
10-4470-111.0	OVERTIME PAY	.00	.00	1,000.00	1,000.00	.0
10-4470-130.0	FICA	591.52	1,907.88	7,981.00	6,073.12	23.9
10-4470-131.0	RETIREMENT	1,348.36	4,318.60	17,704.00	13,385.40	24.4
10-4470-132.0	MEDICAL INSURANCE	1,941.41	5,824.23	25,756.00	19,931.77	22.6
10-4470-134.0	LONG TERM DISABILITY	27.02	94.57	400.00	305.43	23.6
10-4470-135.0	WORKERS COMPENSATION	163.92	573.72	1,700.00	1,126.28	33.8
10-4470-200.0	UNIFORM PURCHASE	417.71	417.71	400.00	(17.71)	104.4
10-4470-211.0	MEMBERSHIPS	.00	.00	150.00	150.00	.0
10-4470-240.0	OFFICE SUPPLIES	187.50	962.99	2,000.00	1,037.01	48.2
10-4470-255.0	VEHICLE MAINTENANCE	.00	.00	350.00	350.00	.0
10-4470-262.0	MAINTENANCE & SUPPLIES	.00	.00	500.00	500.00	.0
10-4470-264.0	IT SERVICES AND LICENSES	.00	208.62	195.00	(13.62)	107.0
10-4470-280.0	TELEPHONE AND DATA	91.81	208.62	500.00	291.38	41.7
10-4470-282.0	DATA - GPS	.00	.00	1,200.00	1,200.00	.0
10-4470-310.0	PROFESSIONAL SERVICES	199.00	199.00	1,300.00	1,101.00	15.3
10-4470-320.0	SOFTWARE SUPPORT	.00	.00	10,200.00	10,200.00	.0
10-4470-330.0	EDUCATION & TRAINING	.00	134.00	3,000.00	2,866.00	4.5
10-4470-480.0	MISC SUPPLIES	.00	.00	1,000.00	1,000.00	.0
TOTAL GIS DEPARTMENT		13,481.39	40,956.91	178,659.00	137,702.09	22.9
<u>ENGINEERING</u>						
10-4490-316.0	ENG. SERVICES - COMMUNITY DEV.	12,836.79	18,192.82	200,000.00	181,807.18	9.1
10-4490-317.0	ENG SERVICES - INSPECTION	6,842.49	9,314.70	30,450.00	21,135.30	30.6
10-4490-321.0	ENG SERVICES - PARKS & CEMETER	.00	.00	1,000.00	1,000.00	.0
10-4490-322.0	ENG SERVICES - MISCELLANEOUS	1,500.00	5,100.00	7,000.00	1,900.00	72.9
TOTAL ENGINEERING		21,179.28	32,607.52	238,450.00	205,842.48	13.7

CENTERVILLE CITY CORPORATION
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS DEPARTMENT EXPENDITURES</u>						
10-4510-110.0	SALARY AND WAGES	30,596.80	98,966.15	401,691.00	302,724.85	24.6
10-4510-111.0	OVERTIME	2,804.34	4,989.04	8,000.00	3,010.96	62.4
10-4510-120.0	TEMPORARY AND PART TIME WAGES	7,284.29	84,099.17	150,000.00	65,900.83	56.1
10-4510-130.0	FICA	2,748.51	14,340.27	42,817.00	28,476.73	33.5
10-4510-131.0	RETIREMENT	5,276.02	17,301.78	73,046.00	55,744.22	23.7
10-4510-132.0	MEDICAL INSURANCE	7,395.84	22,187.52	107,961.00	85,773.48	20.6
10-4510-134.0	LONG TERM DISABILITY	139.31	494.83	1,600.00	1,105.17	30.9
10-4510-135.0	WORKERS COMPENSATION	776.69	4,306.04	13,400.00	9,093.96	32.1
10-4510-200.0	UNIFORM PURCHASES	.00	263.59	3,500.00	3,236.41	7.5
10-4510-211.0	MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-4510-220.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4510-240.0	OFFICE SUPPLIES	.00	210.69	500.00	289.31	42.1
10-4510-242.0	POSTAGE	.00	23.49	50.00	26.51	47.0
10-4510-250.0	VEHICLE MAINT & SUPPLIES	.00	242.91	11,500.00	11,257.09	2.1
10-4510-260.0	MISC EQUIPMENT MAINTENANCE	869.97	1,173.53	9,500.00	8,326.47	12.4
10-4510-264.0	IT SERVICES AND LICENSES	.00	759.24	800.00	40.76	94.9
10-4510-268.0	MOWER MAINTENANCE	1,704.58	2,200.72	13,000.00	10,799.28	16.9
10-4510-269.0	PARK MAINTENANCE	.00	2,953.27	25,000.00	22,046.73	11.8
10-4510-270.0	UTILITIES - WEBER BASIN WATER	.00	.00	34,218.00	34,218.00	.0
10-4510-271.0	UTILITIES - DEUEL CREEK WATER	.00	.00	28,960.00	28,960.00	.0
10-4510-274.0	UTILITIES - POWER	1,002.73	2,178.18	10,000.00	7,821.82	21.8
10-4510-277.0	UTILITIES - SEWER	.00	1,296.00	2,200.00	904.00	58.9
10-4510-280.0	TELEPHONE AND DATA	182.86	465.72	2,400.00	1,934.28	19.4
10-4510-290.0	GASOLINE	2,278.92	5,898.66	20,000.00	14,101.34	29.5
10-4510-310.0	PROFESSIONAL SERVICES	400.00	1,080.00	13,000.00	11,920.00	8.3
10-4510-330.0	EDUCATION & TRAINING	.00	.00	5,500.00	5,500.00	.0
10-4510-475.0	SMALL EQUIPMENT	.00	.00	5,500.00	5,500.00	.0
10-4510-480.0	MISC SUPPLIES	2,254.10	9,776.23	30,000.00	20,223.77	32.6
10-4510-481.0	FERTILIZERS - WEED CONTROL	1,482.94	1,789.01	27,000.00	25,210.99	6.6
10-4510-482.0	PLANTINGS	.00	3,500.00	9,000.00	5,500.00	38.9
10-4510-483.0	SPRINKLER REPAIR	1,066.24	2,259.57	14,250.00	11,990.43	15.9
10-4510-484.0	HOLIDAY LIGHTING	1,462.50	1,462.50	7,000.00	5,537.50	20.9
10-4510-485.0	FIELD PREPARATION	.00	.00	1,800.00	1,800.00	.0
10-4510-486.0	CURB & GUTTER REPAIR	.00	.00	3,000.00	3,000.00	.0
10-4510-512.0	INSURANCE	.00	1,995.34	2,779.00	783.66	71.8
10-4510-752.0	CITIZEN PARTICIPATION PROJECTS	.00	.00	500.00	500.00	.0
TOTAL PARKS DEPARTMENT EXPENDITURES		69,726.64	286,213.45	1,080,072.00	793,858.55	26.5
<u>PARKS & RECREATION COMMITTEE</u>						
10-4511-310.0	RECORDING SERVICES	.00	.00	440.00	440.00	.0
10-4511-480.0	MISC SUPPLIES	.00	.00	100.00	100.00	.0
TOTAL PARKS & RECREATION COMMITTEE		.00	.00	540.00	540.00	.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRAILS COMMITTEE</u>					
10-4512-310.0	RECORDER SERVICES	34.79	73.24	440.00	366.76	16.7
10-4512-480.0	MISC SUPPLIES	.00	.00	3,700.00	3,700.00	.0
	<u>TOTAL TRAILS COMMITTEE</u>	<u>34.79</u>	<u>73.24</u>	<u>4,140.00</u>	<u>4,066.76</u>	<u>1.8</u>
	<u>TREE BOARD</u>					
10-4513-310.0	RECORDER SERVICES	.00	.00	440.00	440.00	.0
10-4513-480.0	MISC SUPPLIES	.00	.00	500.00	500.00	.0
	<u>TOTAL TREE BOARD</u>	<u>.00</u>	<u>.00</u>	<u>940.00</u>	<u>940.00</u>	<u>.0</u>
	<u>COMMUNITY EVENTS</u>					
10-4560-110.0	SALARY AND WAGES	6,005.14	19,081.34	73,368.00	54,286.66	26.0
10-4560-130.0	FRINGE BENEFITS - FICA	428.76	1,551.59	5,613.00	4,061.41	27.6
10-4560-131.0	RETIREMENT	951.12	3,177.81	12,451.00	9,273.19	25.5
10-4560-132.0	MEDICAL INSURANCE	8.00	24.00	25,756.00	25,732.00	.1
10-4560-134.0	LONG TERM DISABILITY	19.06	68.97	325.00	256.03	21.2
10-4560-135.0	FRINGE BENEFITS - WORKERS COMP	115.78	418.91	2,436.00	2,017.09	17.2
10-4560-240.0	OFFICE SUPPLIES	.00	.00	600.00	600.00	.0
10-4560-242.0	POSTAGE	.00	.00	50.00	50.00	.0
10-4560-260.0	EQUIP MAINT & SUPPLIES - MISC.	.00	.00	50.00	50.00	.0
10-4560-264.0	IT SERVICES AND LICENSES	.00	1,208.62	195.00	(1,013.62)	619.8
10-4560-280.0	TELEPHONE AND DATA	.00	.00	525.00	525.00	.0
10-4560-310.0	PROFESSIONAL SERVICES	299.98	299.98	620.00	320.02	48.4
10-4560-314.0	COMPUTER SERVICES	.00	.00	1,200.00	1,200.00	.0
10-4560-330.0	EDUCATION AND TRAINING	400.44	400.44	4,200.00	3,799.56	9.5
10-4560-480.0	MISC SUPPLIES	435.68	779.86	.00	(779.86)	.0
10-4560-482.0	CHRISTMAS LIGHTING	.00	87.00	1,500.00	1,413.00	5.8
10-4560-621.0	JULY 4TH CELEBRATION	3,022.00	55,800.36	55,000.00	(800.36)	101.5
10-4560-645.0	EASTER EGG HUNT	.00	87.00	2,500.00	2,413.00	3.5
10-4560-646.0	CONCERTS IN THE PARK	.00	.00	2,000.00	2,000.00	.0
10-4560-647.0	NEIGHBORHOOD NIGHTS	.00	.00	800.00	800.00	.0
10-4560-750.0	MOVIES IN THE PARK	490.00	1,529.96	4,200.00	2,670.04	36.4
	<u>TOTAL COMMUNITY EVENTS</u>	<u>12,175.96</u>	<u>84,515.84</u>	<u>193,389.00</u>	<u>108,873.16</u>	<u>43.7</u>
	<u>RECREATION COMMITTEES</u>					
10-4590-750.0	CAPITAL PROJECTS	(490.00)	.00	.00	.00	.0
	<u>TOTAL RECREATION COMMITTEES</u>	<u>(490.00)</u>	<u>.00</u>	<u>.00</u>	<u>.00</u>	<u>.0</u>

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION FACILITY</u>					
10-4595-271.0 UTILITIES - POWER	436.03	447.33	5,000.00	4,552.67	9.0
10-4595-276.0 UTILITIES - GAS	25.48	75.84	7,000.00	6,924.16	1.1
10-4595-277.0 UTILITIES - SEWER	.00	162.00	250.00	88.00	64.8
10-4595-310.0 PROFESSIONAL SERVICES	.00	654.00	4,000.00	3,346.00	16.4
10-4595-480.0 MISC SUPPLIES	.00	.00	250.00	250.00	.0
10-4595-481.0 JANITORIAL SUPPLIES	.00	59.96	450.00	390.04	13.3
10-4595-482.0 MAINTENANCE & REPAIR	.00	1,164.95	2,500.00	1,335.05	46.6
10-4595-514.0 INSURANCE	.00	1,341.23	1,276.00	(65.23)	105.1
TOTAL PARKS & RECREATION FACILITY	461.51	3,905.31	20,726.00	16,820.69	18.8
<u>GENERAL GOVT BLDGS - MAINT FAC</u>					
10-4596-271.0 UTILITIES - POWER	1,155.18	1,181.74	10,200.00	9,018.26	11.6
10-4596-276.0 UTILITIES - GAS	52.18	97.14	9,900.00	9,802.86	1.0
10-4596-277.0 UTILITIES - SEWER	.00	648.00	1,232.00	584.00	52.6
10-4596-280.0 TELEPHONE SERVICE & EQUIPMENT	2,129.44	3,194.16	13,000.00	9,805.84	24.6
10-4596-310.0 PROFESSIONAL SERVICES	.00	114.00	1,000.00	886.00	11.4
10-4596-480.0 MISC SUPPLIES	.00	.00	1,200.00	1,200.00	.0
10-4596-481.0 JANITORIAL SUPPLIES	.00	319.92	1,800.00	1,480.08	17.8
10-4596-482.0 MAINTENANCE & REPAIR	626.92	4,390.32	15,000.00	10,609.68	29.3
10-4596-514.0 INSURANCE	.00	2,560.53	2,472.00	(88.53)	103.6
TOTAL GENERAL GOVT BLDGS - MAINT FAC	3,963.72	12,505.81	55,804.00	43,298.19	22.4
<u>GENERAL GOVT BLDGS - CITY HALL</u>					
10-4597-120.0 PART TIME WAGES	3,902.35	13,798.85	68,802.00	55,003.15	20.1
10-4597-130.0 FICA	274.14	1,009.69	5,264.00	4,254.31	19.2
10-4597-131.0 RETIREMENT	526.54	1,963.13	9,791.00	7,827.87	20.1
10-4597-135.0 WORKERS COMPENSATION	75.28	308.13	1,250.00	941.87	24.7
10-4597-230.0 MILEAGE REIMBURSEMENT	.00	.00	50.00	50.00	.0
10-4597-264.0 IT SERVICES AND LICENSES	.00	114.00	100.00	(14.00)	114.0
10-4597-271.0 UTILITIES - POWER	3,640.30	7,158.92	28,000.00	20,841.08	25.6
10-4597-276.0 UTILITIES - GAS	329.70	990.40	16,000.00	15,009.60	6.2
10-4597-277.0 UTILITIES - SEWER	.00	648.00	950.00	302.00	68.2
10-4597-280.0 TELEPHONE SERVICE & EQUIPMENT	2,129.44	3,194.16	13,000.00	9,805.84	24.6
10-4597-310.0 PROFESSIONAL SERVICES	4,061.00	5,361.00	10,000.00	4,639.00	53.6
10-4597-320.0 ELEVATOR CONTRACT	1,195.00	1,315.00	1,700.00	385.00	77.4
10-4597-321.0 MECHANICAL SERVICE	423.46	2,038.81	11,000.00	8,961.19	18.5
10-4597-480.0 MISC SUPPLIES	574.36	635.54	1,600.00	964.46	39.7
10-4597-481.0 JANITORIAL SUPPLIES	.00	782.29	4,500.00	3,717.71	17.4
10-4597-482.0 MAINTENANCE & REPAIR	54.20	4,673.07	8,000.00	3,326.93	58.4
10-4597-514.0 INSURANCE	.00	11,461.42	11,038.00	(423.42)	103.8
TOTAL GENERAL GOVT BLDGS - CITY HALL	17,185.77	55,452.41	191,045.00	135,592.59	29.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS STORAGE FACILITY</u>						
10-4598-276.0	UTILITIES - GAS	8.03	15.27	9,000.00	8,984.73	.2
10-4598-480.0	MISC SUPPLIES	.00	.00	150.00	150.00	.0
10-4598-482.0	MAINTENANCE & REPAIR	.00	989.79	5,000.00	4,010.21	19.8
10-4598-514.0	INSURANCE - PROPERTY	.00	1,585.09	1,565.00	(20.09)	101.3
	TOTAL PUBLIC WORKS STORAGE FACILITY	8.03	2,590.15	15,715.00	13,124.85	16.5
<u>WHITAKER HOME</u>						
10-4599-271.0	UTILITIES - POWER	149.63	317.47	1,800.00	1,482.53	17.6
10-4599-276.0	UTILITIES - GAS	7.16	21.55	900.00	878.45	2.4
10-4599-277.0	UTILITIES - SEWER	.00	162.00	235.00	73.00	68.9
10-4599-318.0	CUSTODIAL SUPPLIES	.00	.00	700.00	700.00	.0
10-4599-482.0	BUILDING MAINT & REPAIR	147.55	372.00	3,000.00	2,628.00	12.4
10-4599-514.0	INSURANCE - PROPERTY	.00	1,219.30	969.00	(250.30)	125.8
10-4599-750.0	CAPITAL PROJECTS	.00	1,365.30	26,226.00	24,860.70	5.2
	TOTAL WHITAKER HOME	304.34	3,457.62	33,830.00	30,372.38	10.2
<u>COMMUNITY DEVELOPMENT</u>						
10-4610-110.0	SALARY & WAGES	23,256.13	64,594.58	272,246.00	207,651.42	23.7
10-4610-111.0	OVERTIME PAY	.00	.00	3,000.00	3,000.00	.0
10-4610-130.0	FICA	1,628.32	4,572.25	21,057.00	16,484.75	21.7
10-4610-131.0	RETIREMENT	3,683.46	10,507.82	46,710.00	36,202.18	22.5
10-4610-132.0	MEDICAL INSURANCE	3,716.79	9,531.37	56,451.00	46,919.63	16.9
10-4610-134.0	LONG TERM DISABILITY	73.78	230.00	1,100.00	870.00	20.9
10-4610-135.0	WORKERS COMPENSATION	140.78	321.13	4,200.00	3,878.87	7.7
10-4610-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
10-4610-211.0	MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-4610-220.0	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
10-4610-240.0	OFFICE SUPPLIES	94.19	871.66	1,500.00	628.34	58.1
10-4610-241.0	PRINTING	.00	.00	500.00	500.00	.0
10-4610-242.0	POSTAGE	.00	.00	800.00	800.00	.0
10-4610-246.0	IT SERVICES AND LICENSES	5,400.00	6,025.86	5,400.00	(625.86)	111.6
10-4610-260.0	VEHICLE MAINTENANCE	.00	85.25	300.00	214.75	28.4
10-4610-262.0	EQUIP MAINT & SUPPLIES	259.99	259.99	1,500.00	1,240.01	17.3
10-4610-264.0	COMPUTER MAINTENANCE	.00	.00	585.00	585.00	.0
10-4610-280.0	TELEPHONE - AIR TIME	77.86	138.22	1,000.00	861.78	13.8
10-4610-290.0	GASOLINE	.00	.00	200.00	200.00	.0
10-4610-315.0	PROFESSIONAL SERVICES-PLANNING	.00	81.50	.00	(81.50)	.0
10-4610-330.0	EDUCATION & TRAINING	435.12	509.42	7,000.00	6,490.58	7.3
10-4610-752.0	GENERAL PLAN STUDY	26,302.50	60,152.12	60,000.00	(152.12)	100.3
	TOTAL COMMUNITY DEVELOPMENT	65,068.92	157,881.17	485,249.00	327,367.83	32.5

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PLANNING COMMISSION</u>					
10-4611-305.0	MEMBER ATTENDANCE	.00	.00	6,500.00	6,500.00	.0
10-4611-310.0	RECORDER SERVICES	.00	.00	1,500.00	1,500.00	.0
10-4611-330.0	EDUCATION & TRAINING	.00	.00	1,500.00	1,500.00	.0
	TOTAL PLANNING COMMISSION	.00	.00	9,500.00	9,500.00	.0
	<u>BOARD OF ADJUSTMENT</u>					
10-4612-305.0	MEMBER ATTENDANCE	.00	.00	300.00	300.00	.0
10-4612-310.0	RECORDER SERVICES	.00	.00	150.00	150.00	.0
	TOTAL BOARD OF ADJUSTMENT	.00	.00	450.00	450.00	.0
	<u>LANDMARKS COMMISSION</u>					
10-4613-310.0	RECORDER SERVICES	.00	.00	100.00	100.00	.0
	TOTAL LANDMARKS COMMISSION	.00	.00	100.00	100.00	.0
	<u>BUILDING INSPECTION</u>					
10-4650-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
10-4650-211.0	MEMBERSHIPS	.00	.00	150.00	150.00	.0
10-4650-260.0	EQUIPMENT MAINTENANCE	.00	.00	200.00	200.00	.0
10-4650-264.0	IT SERVICES AND LICENSES	.00	114.00	100.00	(14.00)	114.0
10-4650-316.0	BUILDING INSPECTION SERVICES	3,504.65	6,556.00	70,000.00	63,444.00	9.4
	TOTAL BUILDING INSPECTION	3,504.65	6,670.00	71,650.00	64,980.00	9.3
	<u>TRANSFERS TO OTHER FUND</u>					
10-4710-810.0	TRANSFERS TO CAPITAL PROJECTS	.00	61,161.50	100,146.00	38,984.50	61.1
10-4710-952.0	TRANSFER TRANSPORTATION FUND	34,632.74	103,898.22	415,592.00	311,693.78	25.0
10-4710-990.0	CONTINGENCY - PERSONNEL ADJUST	.00	.00	76,000.00	76,000.00	.0
	TOTAL TRANSFERS TO OTHER FUND	34,632.74	165,059.72	591,738.00	426,678.28	27.9
	TOTAL FUND EXPENDITURES	1,008,649.18	3,172,352.04	12,896,764.00	9,724,411.96	24.6
	NET REVENUE OVER EXPENDITURES	(30,025.40)	(371,493.82)	.00	371,493.82	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

REDEVELOPMENT AGENCY FUND

ASSETS

20-11100000	CASH - COMBINED FUND	2,862,920.18	
20-13170000	ACCOUNTS RECEIVABLE-TAX INCREM	347,950.00	
20-13990000	LEASE RECEIVABLE - CENTERPOINT	1,509,342.01	
	TOTAL ASSETS		4,720,212.19

LIABILITIES AND EQUITY

LIABILITIES

20-24990000	DEFERRED INFLOW - CENTERPOINT	1,468,251.46	
20-25000000	DEFERRED REVENUE-TAX INCRMNT	347,950.28	
	TOTAL LIABILITIES		1,816,201.74

FUND EQUITY

20-28500000	RESTRICTED FUND BALANCE	754,679.29	
	UNAPPROPRIATED FUND BALANCE:		
20-29510000	FUND BALANCE - PREVIOUS YEAR	2,338,918.15	
	REVENUE OVER EXPENDITURES - YTD	(189,586.99)	
	BALANCE - CURRENT DATE	2,149,331.16	
	TOTAL FUND EQUITY		2,904,010.45
	TOTAL LIABILITIES AND EQUITY		4,720,212.19

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

REDEVELOPMENT AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAX REVENUE</u>					
20-31-100000	TAX INCREMENT - PARRISH LANE	.00	.00	1,110,000.00	1,110,000.00	.0
20-31-150000	TAX INCREMENT - LEGACY XING	.00	.00	404,000.00	404,000.00	.0
20-31-160000	TAX INCREMENT-BARNARD CREEK	.00	.00	322,000.00	322,000.00	.0
20-31-170000	TAX INCREMENT-PORTER WALTON	.00	.00	10,000.00	10,000.00	.0
	<u>TOTAL TAX REVENUE</u>	<u>.00</u>	<u>.00</u>	<u>1,846,000.00</u>	<u>1,846,000.00</u>	<u>.0</u>
	<u>MISCELLANEOUS REVENUE</u>					
20-36-100000	INTEREST INCOME	6,531.47	19,108.31	10,000.00	(9,108.31)	191.1
	<u>TOTAL MISCELLANEOUS REVENUE</u>	<u>6,531.47</u>	<u>19,108.31</u>	<u>10,000.00</u>	<u>(9,108.31)</u>	<u>191.1</u>
	<u>PAYMENTS - CONTRIBUTIONS</u>					
20-38-750000	DCPA LEASE PAYMENT	12,025.91	36,077.73	110,000.00	73,922.27	32.8
	<u>TOTAL PAYMENTS - CONTRIBUTIONS</u>	<u>12,025.91</u>	<u>36,077.73</u>	<u>110,000.00</u>	<u>73,922.27</u>	<u>32.8</u>
	<u>TOTAL FUND REVENUE</u>	<u>18,557.38</u>	<u>55,186.04</u>	<u>1,966,000.00</u>	<u>1,910,813.96</u>	<u>2.8</u>

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

REDEVELOPMENT AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
20-4000-210.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
20-4000-310.0	PROFESSIONAL SERVICES	1,100.00	11,800.00	56,000.00	44,200.00	21.1
20-4000-315.0	TRF-ELIGIBLE EXPENSES	.00	.00	1,000.00	1,000.00	.0
20-4000-316.0	ENGINEERING	.00	1,719.81	1,000.00	(719.81)	172.0
20-4000-420.0	OTHER OBLIGATIONS	.00	.00	273,581.00	273,581.00	.0
20-4000-430.0	CONTRACTUAL - LEGACY CROSSING	.00	.00	216,000.00	216,000.00	.0
20-4000-440.0	CONTRACTUAL - BARNARD CREEK	.00	.00	48,000.00	48,000.00	.0
20-4000-445.0	CONTRACTUAL - H&S LLC	.00	.00	23,000.00	23,000.00	.0
20-4000-450.0	CONTRACTUAL - YOUNG POWERSPORT	.00	.00	8,700.00	8,700.00	.0
20-4000-480.0	MISC SUPPLIES	.00	13,340.00	3,000.00	(10,340.00)	444.7
20-4000-511.0	INSURANCE/PROPERTY & LIABILITY	2,131.61	28,468.49	28,731.00	262.51	99.1
20-4000-620.0	ADMINISTRATIVE SERVICES	25,727.33	77,181.99	324,302.00	247,120.01	23.8
	TOTAL EXPENDITURES	28,958.94	132,510.29	983,414.00	850,903.71	13.5
<u>TRANSFER TO OTHER FUND</u>						
20-4710-810.0	TRANSFER TO GF-HOMELESS	3,691.87	11,075.61	70,000.00	58,924.39	15.8
20-4710-830.0	TRANSFER - ADDITIONAL INCREM	40,159.88	96,396.50	385,586.00	289,189.50	25.0
	TOTAL TRANSFER TO OTHER FUND	43,851.75	107,472.11	455,586.00	348,113.89	23.6
<u>IMPROVEMENT PROJECTS</u>						
20-5000-100.0	TRAFFIC SIGNAL - MARKETPLACE	.00	.00	487,000.00	487,000.00	.0
20-5000-150.0	RDA IMPROVEMENTS	.00	4,790.63	40,000.00	35,209.37	12.0
	TOTAL IMPROVEMENT PROJECTS	.00	4,790.63	527,000.00	522,209.37	.9
	TOTAL FUND EXPENDITURES	72,810.69	244,773.03	1,966,000.00	1,721,226.97	12.5
	NET REVENUE OVER EXPENDITURES	(54,253.31)	(189,586.99)	.00	189,586.99	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

RECREATION FUND

ASSETS

25-11100000	CASH	1,762.04	
	TOTAL ASSETS		1,762.04

LIABILITIES AND EQUITY

LIABILITIES

25-21350000	ACCRUED PAYROLL	1,328.79	
25-23170000	CUSTOMER ACCOUNT CREDIT	1,544.00	
	TOTAL LIABILITIES		2,872.79

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
25-29510000	PRIOR UNRESTRICTED FUND BALANCE	3,482.47	
	REVENUE OVER EXPENDITURES - YTD	(4,593.22)	
	BALANCE - CURRENT DATE	(1,110.75)	
	TOTAL FUND EQUITY		(1,110.75)
	TOTAL LIABILITIES AND EQUITY		1,762.04

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

RECREATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
25-34-100000	SUMMER RECREATION FEES	.00	755.00	21,000.00	20,245.00	3.6
25-34-300000	OFF SEASON RECREATION FEES	.00	.00	22,000.00	22,000.00	.0
25-34-400000	YOUTH BASEBALL/SOFTBALL FEES	(60.00)	21,675.00	46,000.00	24,325.00	47.1
25-34-500000	ADULT PROGRAMS	60.00	.00	480.00	480.00	.0
	TOTAL CHARGES FOR SERVICES	.00	22,430.00	89,480.00	67,050.00	25.1
	<u>DONATIONS</u>					
25-38-750000	BASEBALL DONATIONS & FUNDRAISR	.00	3.00	8,250.00	8,247.00	.0
	TOTAL DONATIONS	.00	3.00	8,250.00	8,247.00	.0
	TOTAL FUND REVENUE	.00	22,433.00	97,730.00	75,297.00	23.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

RECREATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SUMMER RECREATION</u>					
25-4000-120.0	PART TIME WAGES	.00	9,568.52	10,000.00	431.48	95.7
25-4000-130.0	FICA	.00	908.71	765.00	(143.71)	118.8
25-4000-135.0	WORKERS COMPENSATION	.00	265.93	100.00	(165.93)	265.9
25-4000-242.0	POSTAGE	.00	65.18	.00	(65.18)	.0
25-4000-310.0	MEDICAL EXAMS	.00	.00	500.00	500.00	.0
25-4000-314.0	COMPUTER SERVICES	.00	.00	4,950.00	4,950.00	.0
25-4000-480.0	MISC SUPPLIES	.00	844.78	12,000.00	11,155.22	7.0
	TOTAL SUMMER RECREATION	.00	11,653.12	28,315.00	16,661.88	41.2
	<u>OFF SEASON RECREATION</u>					
25-4200-310.0	INSTRUCTORS	.00	.00	11,000.00	11,000.00	.0
25-4200-480.0	MISC. SUPPLIES	.00	.00	8,500.00	8,500.00	.0
	TOTAL OFF SEASON RECREATION	.00	.00	19,500.00	19,500.00	.0
	<u>YOUTH BASEBALL/SOFTBALL</u>					
25-4300-120.0	PART TIME WAGES	2,911.93	4,241.43	18,000.00	13,758.57	23.6
25-4300-130.0	FICA	208.26	309.99	1,377.00	1,067.01	22.5
25-4300-135.0	WORKERS COMPENSATION	62.56	92.81	200.00	107.19	46.4
25-4300-260.0	EQUIP MAINT & SUPPLIES	.00	.00	2,838.00	2,838.00	.0
25-4300-311.0	PROFESSIONAL SERVICES	170.35	1,220.40	2,500.00	1,279.60	48.8
25-4300-480.0	MISC. SUPPLIES	7,384.00	8,342.07	25,000.00	16,657.93	33.4
	TOTAL YOUTH BASEBALL/SOFTBALL	10,737.10	14,206.70	49,915.00	35,708.30	28.5
	<u>CONCESSIONS</u>					
25-4900-260.0	EQUIP MAINT & SUPPLIES	.00	539.00	.00	(539.00)	.0
25-4900-480.0	MISC. SUPPLIES	627.40	627.40	.00	(627.40)	.0
	TOTAL CONCESSIONS	627.40	1,166.40	.00	(1,166.40)	.0
	TOTAL FUND EXPENDITURES	11,364.50	27,026.22	97,730.00	70,703.78	27.7
	NET REVENUE OVER EXPENDITURES	(11,364.50)	(4,593.22)	.00	4,593.22	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

RAP TAX FUND

ASSETS

27-11100000	CASH - COMBINED FUND	563,639.06	
27-13170000	RAP TAX A/R	102,833.75	
	TOTAL ASSETS		666,472.81

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
27-29510000	FUND BALANCE - PREVIOUS YEAR	635,383.42	
	REVENUE OVER EXPENDITURES - YTD	31,089.39	
	BALANCE - CURRENT DATE	666,472.81	
	TOTAL FUND EQUITY		666,472.81
	TOTAL LIABILITIES AND EQUITY		666,472.81

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

RAP TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>REVENUE</u>					
27-31-350000	RAP TAX	50,199.02	153,032.77	524,525.00	371,492.23	29.2
	TOTAL REVENUE	50,199.02	153,032.77	524,525.00	371,492.23	29.2
	<u>MISCELLANEOUS REVENUE</u>					
27-36-100000	INTEREST INCOME	4,948.17	15,786.11	20,000.00	4,213.89	78.9
	TOTAL MISCELLANEOUS REVENUE	4,948.17	15,786.11	20,000.00	4,213.89	78.9
	<u>CONTRIBUTIONS & TRANSFERS</u>					
27-39-250000	USE OF FUND BALANCE	.00	.00	145,000.00	145,000.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	145,000.00	145,000.00	.0
	TOTAL FUND REVENUE	55,147.19	168,818.88	689,525.00	520,706.12	24.5

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

RAP TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRANSFERS & GRANTS</u>					
27-5000-710.0	MISC PARK PROJECTS	42,669.17	130,077.86	610,847.00	480,769.14	21.3
27-5000-750.0	WHITAKER TRANSFERS - GRANTS	2,509.95	7,651.63	26,226.00	18,574.37	29.2
27-5000-800.0	DCPA PROJECTS-GRANTS	.00	.00	26,226.00	26,226.00	.0
27-5000-850.0	USE OF CONTINGENCY	.00	.00	26,226.00	26,226.00	.0
	<u>TOTAL TRANSFERS & GRANTS</u>	<u>45,179.12</u>	<u>137,729.49</u>	<u>689,525.00</u>	<u>551,795.51</u>	<u>20.0</u>
	 <u>TOTAL FUND EXPENDITURES</u>	 <u>45,179.12</u>	 <u>137,729.49</u>	 <u>689,525.00</u>	 <u>551,795.51</u>	 <u>20.0</u>
	 <u>NET REVENUE OVER EXPENDITURES</u>	 <u>9,968.07</u>	 <u>31,089.39</u>	 <u>.00</u>	 <u>(31,089.39)</u>	 <u>.0</u>

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

CEMETERY PERPETUAL CARE

ASSETS

30-11100000	CASH - COMBINED FUND	128,229.59	
	TOTAL ASSETS		128,229.59

LIABILITIES AND EQUITY

FUND EQUITY

30-28500000	RESTRICTED FUND BALANCE	37,700.00	
	UNAPPROPRIATED FUND BALANCE:		
30-29510000	FUND BALANCE - PREVIOUS YEAR	81,719.89	
	REVENUE OVER EXPENDITURES - YTD	8,809.70	
	BALANCE - CURRENT DATE	90,529.59	
	TOTAL FUND EQUITY		128,229.59
	TOTAL LIABILITIES AND EQUITY		128,229.59

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

CEMETERY PERPETUAL CARE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
30-34-820000	PERPETUAL CARE FEE	600.00	6,000.00	30,000.00	24,000.00	20.0
30-34-821000	MONUMENT PERMIT FEES	400.00	2,200.00	3,000.00	800.00	73.3
	TOTAL CHARGES FOR SERVICES	1,000.00	8,200.00	33,000.00	24,800.00	24.9
	<u>MISCELLANEOUS REVENUE</u>					
30-36-100000	INTEREST INCOME	197.39	609.70	1,100.00	490.30	55.4
	TOTAL MISCELLANEOUS REVENUE	197.39	609.70	1,100.00	490.30	55.4
	TOTAL FUND REVENUE	1,197.39	8,809.70	34,100.00	25,290.30	25.8

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

CEMETERY PERPETUAL CARE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRANSFERS TO OTHER FUNDS</u>					
30-4710-810.1	TRANSFER TO GENERAL FUND	.00	.00	27,280.00	27,280.00	.0
30-4710-980.0	CONTRIBUTION FUND BALANCE	.00	.00	6,820.00	6,820.00	.0
	TOTAL TRANSFERS TO OTHER FUNDS	.00	.00	34,100.00	34,100.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	34,100.00	34,100.00	.0
	NET REVENUE OVER EXPENDITURES	1,197.39	8,809.70	.00	(8,809.70)	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

PARK FUND

ASSETS

45-11100000	CASH - COMBINED FUND		699,426.34	
	TOTAL ASSETS			699,426.34

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
45-29510000	FUND BALANCE - PREVIOUS YEAR	548,997.24		
	REVENUE OVER EXPENDITURES - YTD	150,429.10		
	BALANCE - CURRENT DATE		699,426.34	
	TOTAL FUND EQUITY			699,426.34
	TOTAL LIABILITIES AND EQUITY			699,426.34

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INTERGOVERNMENTAL REVENUE</u>					
45-33-700000	GRANT REVENUE	.00	.00	250,000.00	250,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	250,000.00	250,000.00	.0
	<u>CHARGES FOR SERVICES</u>					
45-34-700000	PARK IMPACT FEES	2,869.00	11,476.00	40,000.00	28,524.00	28.7
45-34-920000	TRANSFER IN - RAP	42,669.17	130,077.86	610,847.00	480,769.14	21.3
	TOTAL CHARGES FOR SERVICES	45,538.17	141,553.86	650,847.00	509,293.14	21.8
	<u>MISCELLANEOUS REVENUE</u>					
45-36-100000	INTEREST INCOME	3,046.40	9,965.29	50,000.00	40,034.71	19.9
	TOTAL MISCELLANEOUS REVENUE	3,046.40	9,965.29	50,000.00	40,034.71	19.9
	<u>NON-OPERATING REVENUE</u>					
45-38-450000	MISC CONTRIBUTIONS	.00	3,000.00	.00	(3,000.00)	.0
	TOTAL NON-OPERATING REVENUE	.00	3,000.00	.00	(3,000.00)	.0
	<u>CONTRIBUTIONS & TRANSFERS</u>					
45-39-250000	USE OF FUND BALANCE	.00	.00	585,486.00	585,486.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	585,486.00	585,486.00	.0
	TOTAL FUND REVENUE	48,584.57	154,519.15	1,536,333.00	1,381,813.85	10.1

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
45-4000-766.0	PARKS IMPACT FEE STUDY	.00	.00	20,000.00	20,000.00	.0
	TOTAL EXPENDITURES	.00	.00	20,000.00	20,000.00	.0
	OTHER PARK EXPENDITURES					
45-4810-100.0	CAPITAL PROJECTS	3,490.05	3,490.05	240,000.00	236,509.95	1.5
45-4810-120.0	FOUNDERS PARK IMPROVEMENTS	.00	.00	50,000.00	50,000.00	.0
	TOTAL OTHER PARK EXPENDITURES	3,490.05	3,490.05	290,000.00	286,509.95	1.2
	PARK PROJECTS					
45-4860-181.0	ISLAND VIEW PRINCIPAL	.00	.00	405,000.00	405,000.00	.0
45-4860-182.0	ISLAND VIEW INTEREST	.00	.00	21,333.00	21,333.00	.0
45-4860-250.0	COMMUNITY PARK PICKLEBALL COUR	600.00	600.00	800,000.00	799,400.00	.1
	TOTAL PARK PROJECTS	600.00	600.00	1,226,333.00	1,225,733.00	.1
	TOTAL FUND EXPENDITURES	4,090.05	4,090.05	1,536,333.00	1,532,242.95	.3
	NET REVENUE OVER EXPENDITURES	44,494.52	150,429.10	.00	(150,429.10)	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

CAPITAL PROJECTS FUND

ASSETS

47-11100000	CASH - COMBINED FUND	5,227,427.35	
	TOTAL ASSETS		5,227,427.35

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
47-29510000	FUND BALANCE PREVIOUS YEAR	5,273,379.37	
	REVENUE OVER EXPENDITURES - YTD	(45,952.02)	
	BALANCE - CURRENT DATE	5,227,427.35	
	TOTAL FUND EQUITY		5,227,427.35
	TOTAL LIABILITIES AND EQUITY		5,227,427.35

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
47-34-100000	TRANSFER FROM GENERAL FUND	.00	61,161.50	100,146.00	38,984.50	61.1
	TOTAL CHARGES FOR SERVICES	.00	61,161.50	100,146.00	38,984.50	61.1
	<u>MISCELLANEOUS REVENUE</u>					
47-36-100000	BANKING-INVEST/INTEREST INCOME	19,219.56	53,709.68	80,000.00	26,290.32	67.1
	TOTAL MISCELLANEOUS REVENUE	19,219.56	53,709.68	80,000.00	26,290.32	67.1
	<u>CONTRIBUTIONS & TRANSFERS</u>					
47-39-250000	USE OF FUND BALANCE	.00	.00	563,404.00	563,404.00	.0
	TOTAL CONTRIBUTIONS & TRANSFERS	.00	.00	563,404.00	563,404.00	.0
	TOTAL FUND REVENUE	19,219.56	114,871.18	743,550.00	628,678.82	15.5

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CAPITAL - ADMINISTRATIVE</u>					
47-4130-740.0	CAPITAL EQUIPMENT	.00	64,014.20	65,000.00	985.80	98.5
	TOTAL CAPITAL - ADMINISTRATIVE	.00	64,014.20	65,000.00	985.80	98.5
	<u>CAPITAL - POLICE</u>					
47-4210-740.0	CAPITAL EQUIPMENT	.00	(5,190.00)	229,650.00	234,840.00	(2.3)
	TOTAL CAPITAL - POLICE	.00	(5,190.00)	229,650.00	234,840.00	(2.3)
	<u>CAPITAL - STREETS</u>					
47-4410-740.0	CAPITAL EQUIPMENT	.00	59,000.00	244,500.00	185,500.00	24.1
	TOTAL CAPITAL - STREETS	.00	59,000.00	244,500.00	185,500.00	24.1
	<u>CAPITAL - PARKS</u>					
47-4510-740.0	CAPITAL EQUIPMENT	.00	.00	73,600.00	73,600.00	.0
	TOTAL CAPITAL - PARKS	.00	.00	73,600.00	73,600.00	.0
	<u>CAPITAL - PARKS & REC FACILITY</u>					
47-4595-740.0	CAPITAL EQUIPMENT	.00	42,999.00	20,000.00	(22,999.00)	215.0
	TOTAL CAPITAL - PARKS & REC FACILITY	.00	42,999.00	20,000.00	(22,999.00)	215.0
	<u>CAPITAL - PUBLIC WORKS FACILIT</u>					
47-4596-740.0	CAPITAL EQUIPMENT	.00	.00	25,000.00	25,000.00	.0
	TOTAL CAPITAL - PUBLIC WORKS FACILIT	.00	.00	25,000.00	25,000.00	.0
	<u>CAPITAL - CITY HALL</u>					
47-4597-740.0	CAPITAL EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
47-4597-750.0	CAPITAL PROJECTS	.00	.00	15,000.00	15,000.00	.0
	TOTAL CAPITAL - CITY HALL	.00	.00	30,000.00	30,000.00	.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CAPITAL - PUBLIC WORKS STORAGE</u>					
47-4598-740.0	CAPITAL EQUIPMENT	.00	.00	45,000.00	45,000.00	.0
47-4598-750.0	CAPITAL PROJECTS	.00	.00	10,800.00	10,800.00	.0
	TOTAL CAPITAL - PUBLIC WORKS STORAGE	.00	.00	55,800.00	55,800.00	.0
	TOTAL FUND EXPENDITURES	.00	160,823.20	743,550.00	582,726.80	21.6
	NET REVENUE OVER EXPENDITURES	19,219.56	(45,952.02)	.00	45,952.02	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

TRANSPORTATION FUND

ASSETS

48-11100000	CASH - COMBINED FUND	1,103,351.62	
48-13170000	TAX RECEIVABLE	222,378.90	
	TOTAL ASSETS		1,325,730.52

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
48-29510000	FUND BALANCE - PREVIOUS YEAR	1,473,557.00	
	REVENUE OVER EXPENDITURES - YTD	(147,826.48)	
	BALANCE - CURRENT DATE	1,325,730.52	
	TOTAL FUND EQUITY		1,325,730.52
	TOTAL LIABILITIES AND EQUITY		1,325,730.52

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
48-31-300000	SALES TAX	43,298.28	132,059.34	500,000.00	367,940.66	26.4
	TOTAL TAXES	43,298.28	132,059.34	500,000.00	367,940.66	26.4
	<u>STATE REVENUE</u>					
48-33-430000	CLASS C ROADS	133,617.84	133,617.84	725,000.00	591,382.16	18.4
48-33-450000	GRANTS	.00	.00	75,000.00	75,000.00	.0
	TOTAL STATE REVENUE	133,617.84	133,617.84	800,000.00	666,382.16	16.7
	<u>TRANSFERS</u>					
48-34-800000	TRANSFER- GENERAL FUND	34,632.74	103,898.22	415,592.00	311,693.78	25.0
	TOTAL TRANSFERS	34,632.74	103,898.22	415,592.00	311,693.78	25.0
	<u>MISC. REVENUE</u>					
48-36-100000	INTEREST	3,779.09	12,460.64	35,000.00	22,539.36	35.6
	TOTAL MISC. REVENUE	3,779.09	12,460.64	35,000.00	22,539.36	35.6
	<u>SOURCE 39</u>					
48-39-250000	USE OF FUND BALANCE	.00	.00	149,508.00	149,508.00	.0
	TOTAL SOURCE 39	.00	.00	149,508.00	149,508.00	.0
	TOTAL FUND REVENUE	215,327.95	382,036.04	1,900,100.00	1,518,063.96	20.1

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CAPITAL PROJECTS</u>					
48-4000-310.0	PROFESSIONAL SERVICES	1,000.00	3,000.00	12,000.00	9,000.00	25.0
48-4000-316.0	ENGINEERING - GENERAL	4,982.06	10,944.01	36,000.00	25,055.99	30.4
48-4000-710.0	CAPITAL PROJECTS	.00	.00	43,100.00	43,100.00	.0
48-4000-756.1	400 E STREET REBUILD - ENGINEE	1,347.50	1,347.50	.00	(1,347.50)	.0
48-4000-800.0	NOLA DRIVE 1350 N TO 1680 N	2,835.00	2,835.00	.00	(2,835.00)	.0
48-4000-830.0	PEACH TREE DR STREET REBUILD	63,279.50	64,288.62	.00	(64,288.62)	.0
48-4000-831.0	BRIARWOOD DR STREET REBUILD	372,644.42	410,723.21	475,000.00	64,276.79	86.5
48-4000-833.0	PARRISH LN/LEGACY TRAIL	4,725.00	4,725.00	.00	(4,725.00)	.0
48-4000-834.1	1250 N STREET REBUILD-ENGINEER	33,880.18	37,244.48	70,000.00	32,755.52	53.2
48-4000-834.2	1250 N STREET REBUILD-CONSTRUC	.00	.00	489,000.00	489,000.00	.0
	TOTAL CAPITAL PROJECTS	484,693.66	535,107.82	1,125,100.00	589,992.18	47.6
	<u>ANNUAL PROJECTS</u>					
48-5000-760.0	STREET OVERLAY PROJECTS	1,712.29	2,912.29	350,000.00	347,087.71	.8
48-5000-770.0	STREET CRACK SEAL PROJECTS	.00	.00	75,000.00	75,000.00	.0
48-5000-780.0	STREET SLURRY SEAL PROJECTS	(24,361.20)	(24,361.20)	225,000.00	249,361.20	(10.8)
48-5000-800.0	ANNUAL SIDEWALK PROJECTS	11,245.17	16,203.61	125,000.00	108,796.39	13.0
	TOTAL ANNUAL PROJECTS	(11,403.74)	(5,245.30)	775,000.00	780,245.30	(.7)
	TOTAL FUND EXPENDITURES	473,289.92	529,862.52	1,900,100.00	1,370,237.48	27.9
	NET REVENUE OVER EXPENDITURES	(257,961.97)	(147,826.48)	.00	147,826.48	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

UTOPIA PROJECT FUND

ASSETS

49-11100000	CASH - COMBINED FUND	73,403.32	
	TOTAL ASSETS		73,403.32

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
49-29510000	FUND BALANCE - PREVIOUS YEAR	112,612.61	
	REVENUE OVER EXPENDITURES - YTD	(39,209.29)	
	BALANCE - CURRENT DATE	73,403.32	
	TOTAL FUND EQUITY		73,403.32
	TOTAL LIABILITIES AND EQUITY		73,403.32

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

UTOPIA PROJECT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INTERGOVERNMENTAL REVENUE</u>					
49-33-110000	UTOPIA REBATE	.00	.00	156,838.00	156,838.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	156,838.00	156,838.00	.0
	<u>TRANSFERS</u>					
49-34-850000	TRANSFER IN - TAX INCREMENT	40,159.88	96,396.50	385,586.00	289,189.50	25.0
	TOTAL TRANSFERS	40,159.88	96,396.50	385,586.00	289,189.50	25.0
	TOTAL FUND REVENUE	40,159.88	96,396.50	542,424.00	446,027.50	17.8

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

UTOPIA PROJECT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
49-4000-800.0 PLEDGE PAYMENTS	45,201.93	135,605.79	542,424.00	406,818.21	25.0
TOTAL EXPENDITURES	45,201.93	135,605.79	542,424.00	406,818.21	25.0
TOTAL FUND EXPENDITURES	45,201.93	135,605.79	542,424.00	406,818.21	25.0
NET REVENUE OVER EXPENDITURES	(5,042.05)	(39,209.29)	.00	39,209.29	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

WATER FUND

ASSETS

51-11100000	CASH - COMBINED FUND	390,118.27	
51-11820000	INVESTMENT IN WATER STOCK	48,616.66	
51-13100000	ACCOUNTS RECIEVABLE - UNBILLED	60,048.00	
51-13110000	ACCOUNTS RECEIVABLE	491,338.54	
51-13120000	ALLOWANCE FOR BAD DEBT	(11,360.00)	
51-15460000	DEFERRED OUTFLOWS-PENSIONS	97,081.00	
51-15500000	WATER INVENTORY	186,967.52	
51-15610000	PREPAID WATER	35,343.76	
51-16300000	WORK IN PROGRESS	1,427,037.95	
51-16310000	RESERVOIRS	984,856.84	
51-16320000	ALLOWANCE DEPREC./RESERVIOIRS	(848,881.12)	
51-16330000	WATER DISTRIBUTION SYSTEMS	4,316,538.03	
51-16340000	ALLOWANCE DEPREC./WATERLINES	(4,694,165.49)	
51-16350000	BUILDINGS & WELLS	3,501,966.49	
51-16360000	ALLOW. DEPREC./LAND/BLDGS/WELL	(1,448,145.45)	
51-16390000	WATERLINE SYSTEMS	17,986,274.34	
51-16400000	ALLOWANCE DEPREC./WTRLN SYSTM	(2,292,242.50)	
51-16510000	MACHINERY	917,926.50	
51-16520000	ALLOWANCE DEPREC./MACHINERY	(634,378.51)	
51-16530000	LAND	486,120.27	
TOTAL ASSETS			21,001,061.10

LIABILITIES AND EQUITY

LIABILITIES

51-21330000	BOND PAYABLE	674,000.00	
51-21340000	BOND PAYABLE-BWR 2003	85,000.00	
51-21341000	ACCRUED INTEREST	8,957.42	
51-21350000	ACCRUED PAYROLL	(2,639.70)	
51-21352000	ACCRUED ABSENCES - ST	35,745.00	
51-23400000	DEFERRED INFLOWS-PENSIONS	386.00	
51-25410000	UNAMORTIZED BOND PREMIUM	74,119.26	
51-25420000	DEFERRED LOSS FROM BOND DEF	(8,027.86)	
51-25450000	NET PENSION LIABILITY	59,544.00	
TOTAL LIABILITIES			927,084.12

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
51-29510000	PRIOR UNRESTRICTED/BALANCE	20,061,784.69	
	REVENUE OVER EXPENDITURES - YTD	12,192.29	
BALANCE - CURRENT DATE		20,073,976.98	
TOTAL FUND EQUITY			20,073,976.98
TOTAL LIABILITIES AND EQUITY			21,001,061.10

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>INTERGOVERNMENTAL REVENUE</u>					
51-33-202000	FEDERAL GRANTS	.00	.00	1,500,000.00	1,500,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	1,500,000.00	1,500,000.00	.0
	<u>CHARGES FOR SERVICES</u>					
51-34-400000	WATER IMPACT FEE	1,013.00	4,052.00	60,000.00	55,948.00	6.8
51-34-450000	WTRLN CONST.FEES/NEW SUBS(CON)	.00	.00	75,000.00	75,000.00	.0
	TOTAL CHARGES FOR SERVICES	1,013.00	4,052.00	135,000.00	130,948.00	3.0
	<u>MISCELLANEOUS REVENUE</u>					
51-36-100000	BANKING & INT./INTEREST INCOME	4,036.92	14,775.53	30,000.00	15,224.47	49.3
51-36-200000	MISCELLANEOUS	.00	2,226.97	.00	(2,226.97)	.0
	TOTAL MISCELLANEOUS REVENUE	4,036.92	17,002.50	30,000.00	12,997.50	56.7
	<u>OPERATING REVENUE</u>					
51-37-110000	WATER SALES	337,743.66	1,041,103.34	3,931,200.00	2,890,096.66	26.5
51-37-130000	WATER YOKES AND METERS	6,015.00	7,320.00	10,000.00	2,680.00	73.2
51-37-160000	HYDRANT WATER SALES	2,000.00	2,340.20	3,500.00	1,159.80	66.9
51-37-200000	DELINQUENT PENALTY	4,530.72	11,170.54	12,000.00	829.46	93.1
51-37-300000	GAIN ON SALE OF FIXED ASSET	.00	.00	65,000.00	65,000.00	.0
	TOTAL OPERATING REVENUE	350,289.38	1,061,934.08	4,021,700.00	2,959,765.92	26.4
	TOTAL FUND REVENUE	355,339.30	1,082,988.58	5,686,700.00	4,603,711.42	19.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
51-4000-110.0	SALARY AND WAGES	27,742.68	88,519.04	341,443.00	252,923.96	25.9
51-4000-111.0	OVERTIME PAY	1,143.49	2,022.36	5,000.00	2,977.64	40.5
51-4000-120.0	TEMPORARY & PART-TIME WAGES	778.44	5,333.60	20,000.00	14,666.40	26.7
51-4000-130.0	FICA	2,065.22	7,581.59	28,033.00	20,451.41	27.1
51-4000-131.0	RETIREMENT	4,585.45	16,066.58	58,792.00	42,725.42	27.3
51-4000-132.0	MEDICAL INSURANCE	7,400.85	21,473.64	112,901.00	91,427.36	19.0
51-4000-134.0	LONG TERM DISABILITY	91.88	321.94	1,400.00	1,078.06	23.0
51-4000-135.0	WORKERS COMPENSATION	660.88	2,439.75	8,100.00	5,660.25	30.1
51-4000-200.0	UNIFORM PURCHASE	1,930.27	1,930.27	2,850.00	919.73	67.7
51-4000-205.0	BANK PROCESSING CHARGES-XPRESS	3,057.12	6,891.65	27,000.00	20,108.35	25.5
51-4000-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	300.00	300.00	.0
51-4000-211.0	MEMBERSHIPS	.00	.00	2,800.00	2,800.00	.0
51-4000-220.0	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
51-4000-240.0	OFFICE SUPPLIES	.00	241.77	1,000.00	758.23	24.2
51-4000-241.0	PRINTING	2,245.21	4,273.32	9,500.00	5,226.68	45.0
51-4000-242.0	POSTAGE	160.13	316.75	11,500.00	11,183.25	2.8
51-4000-250.0	VEHICLE MAINT & SUPPLIES	1,143.31	3,091.80	16,000.00	12,908.20	19.3
51-4000-260.0	EQUIP MAINT & SUPPLIES	.00	.00	2,100.00	2,100.00	.0
51-4000-261.0	EQUIPMENT MAINTENANCE - RADIO	.00	.00	500.00	500.00	.0
51-4000-263.0	EQUIPMENT MAINTENANCE - OFFICE	.00	.00	500.00	500.00	.0
51-4000-264.0	IT SERVICES AND LICENSES	.00	664.62	595.00	(69.62)	111.7
51-4000-265.0	FIRE EXTINGUISHER SUPPLIES	.00	.00	400.00	400.00	.0
51-4000-266.0	METER READING MAINTENANCE	.00	.00	2,300.00	2,300.00	.0
51-4000-275.0	UTILITIES - PUMPS AND WELLS	6,887.53	14,285.39	66,000.00	51,714.61	21.6
51-4000-280.0	TELEPHONE AND DATA	310.75	655.91	3,000.00	2,344.09	21.9
51-4000-286.0	TELEMETERING	1,922.50	3,388.47	17,000.00	13,611.53	19.9
51-4000-290.0	GASOLINE & DIESEL SERVICES	2,063.20	5,417.39	22,000.00	16,582.61	24.6
51-4000-310.0	PROFESSIONAL SERVICES	1,000.00	3,300.00	46,000.00	42,700.00	7.2
51-4000-314.0	COMPUTER SUPPORT	644.50	1,933.50	7,734.00	5,800.50	25.0
51-4000-316.0	ENGINEER	6,718.80	11,827.81	6,000.00	(5,827.81)	197.1
51-4000-330.0	EDUCATION AND TRAINING	860.00	1,010.00	9,500.00	8,490.00	10.6
51-4000-340.0	CERTIFICATIONS - EXAMS	.00	116.00	1,500.00	1,384.00	7.7
51-4000-478.0	COMMERCIAL WATER METERS	.00	.00	7,500.00	7,500.00	.0
51-4000-479.0	HAULING CONSTRUCTION MATERIAL	.00	.00	1,500.00	1,500.00	.0
51-4000-480.0	MISC SUPPLIES	3,260.93	11,012.14	40,000.00	28,987.86	27.5
51-4000-481.0	METER REPAIRS	.00	.00	10,500.00	10,500.00	.0
51-4000-484.0	WATER MAINS SUPPLIES	5,868.98	12,495.41	40,000.00	27,504.59	31.2
51-4000-485.0	BLUE STAKES	156.26	324.34	6,700.00	6,375.66	4.8
51-4000-486.0	ASPHALT	.00	.00	12,000.00	12,000.00	.0
51-4000-487.0	ROADBASE	.00	231.46	3,000.00	2,768.54	7.7
51-4000-488.0	SAND	.00	.00	1,000.00	1,000.00	.0
51-4000-489.0	CHLORINE	8,208.00	8,208.00	16,000.00	7,792.00	51.3
51-4000-490.0	WEBER BASIN PURCHASES	10,590.00	31,770.00	149,150.00	117,380.00	21.3
51-4000-492.0	FLOURIDATION	40.01	3,330.23	35,000.00	31,669.77	9.5
51-4000-493.0	NEW METERS	.00	.00	40,000.00	40,000.00	.0
51-4000-495.0	WATER RIGHTS	.00	.00	2,000.00	2,000.00	.0
51-4000-496.0	BACKFLOW PROGRAM	.00	.00	1,500.00	1,500.00	.0
51-4000-510.0	WATERLINE MAINTENANCE & REPAIR	2,327.50	7,146.41	170,000.00	162,853.59	4.2
51-4000-511.0	INSURANCE - LIABILITY	8,117.16	8,117.16	17,922.00	9,804.84	45.3
51-4000-512.0	INSURANCE - AUTO LIAB.	.00	429.52	490.00	60.48	87.7
51-4000-513.0	INSURANCE - WELLS & PUMPS	.00	2,926.32	2,743.00	(183.32)	106.7
51-4000-621.0	WATER TESTING	1,240.57	3,420.57	21,000.00	17,579.43	16.3

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-4000-630.0 UNCOLLECTABLE ACCOUNTS	.00	(20.73)	1,000.00	1,020.73	(2.1)
51-4000-640.0 GENERAL FUND ADMIN. SERVICE	101,382.00	304,146.00	1,253,412.00	949,266.00	24.3
51-4000-850.0 UWFA - BOND PAYMENT	.00	99,251.02	111,540.00	12,288.98	89.0
51-4000-910.0 DEPRECIATION EXPENSE	41,666.67	125,000.01	500,000.00	374,999.99	25.0
TOTAL EXPENDITURES	256,270.29	820,891.01	3,276,205.00	2,455,313.99	25.1
<u>CAPITAL EQUIPMENT/PROJECTS</u>					
51-5154-740.0 CAPITAL EQUIPMENT	24,990.00	75,631.00	150,000.00	74,369.00	50.4
51-5154-750.0 CAPITAL PROJECTS	.00	.00	2,760,495.00	2,760,495.00	.0
TOTAL CAPITAL EQUIPMENT/PROJECTS	24,990.00	75,631.00	2,910,495.00	2,834,864.00	2.6
<u>WATER PROJECTS</u>					
51-5520-773.0 NOLA DRIVE CULINARY WATERLINE	2,710.00	2,710.00	.00	(2,710.00)	.0
51-5520-776.0 OAKRIDGE DRIVE TANK	5,787.50	10,637.50	.00	(10,637.50)	.0
51-5520-785.0 BRIARWOOD DR WATERLINE REPLACE	.00	3,792.21	.00	(3,792.21)	.0
51-5520-788.1 1250 N - WATERLINE-ENGINEERING	5,787.31	16,219.07	.00	(16,219.07)	.0
51-5520-788.2 1250 N - WATERLINE-CONSTRUCTIO	151,719.23	151,719.23	.00	(151,719.23)	.0
51-5520-788.3 1250 N - WATERLINE - MATERIAL	5,068.48	6,732.35	.00	(6,732.35)	.0
TOTAL WATER PROJECTS	171,072.52	191,810.36	.00	(191,810.36)	.0
<u>DEVELOPMENT WATERLINE PROJECTS</u>					
51-5600-805.0 CENTERVILLE FLEX SUBD. - WTRLN	.00	(18,161.08)	.00	18,161.08	.0
51-5600-811.0 BECKSTEAD HOME WATER LATERAL	375.00	625.00	.00	(625.00)	.0
TOTAL DEVELOPMENT WATERLINE PROJECTS	375.00	(17,536.08)	.00	17,536.08	.0
TOTAL FUND EXPENDITURES	452,707.81	1,070,796.29	6,186,700.00	5,115,903.71	17.3
NET REVENUE OVER EXPENDITURES	(97,368.51)	12,192.29	(500,000.00)	(512,192.29)	2.4

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

SANITATION FUND

ASSETS

52-11100000	CASH - COMBINED FUND	176,689.49	
52-13120000	ALLOWANCE FOR UNCOLLECTIBLE AC	(3,679.00)	
52-13140000	ACCOUNTS RECEIVABLE - GARBAGE	88,879.25	
52-13150000	ACCOUNTS RECEIVABLE - RECYCLE	22,250.83	
52-13160000	ACCOUNTS RECEIVABLE GREEN WAST	17,629.76	
	TOTAL ASSETS		301,770.33

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
52-29510000	FUND BALANCE - PREVIOUS YEAR	189,895.11	
	REVENUE OVER EXPENDITURES - YTD	111,875.22	
	BALANCE - CURRENT DATE	301,770.33	
	TOTAL FUND EQUITY		301,770.33
	TOTAL LIABILITIES AND EQUITY		301,770.33

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SANITATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
52-36-100000	INTEREST INCOME	439.44	1,245.87	3,000.00	1,754.13	41.5
52-36-200000	FALL CLEANUP REVENUE	60.00	60.00	400.00	340.00	15.0
52-36-900000	SUNDRY REVENUE	6,087.20	6,087.20	.00	(6,087.20)	.0
	TOTAL MISCELLANEOUS REVENUE	6,586.64	7,393.07	3,400.00	(3,993.07)	217.4
	<u>OPERATING REVENUE</u>					
52-37-100000	REFUSE COLLECTION CHARGES	79,384.86	237,810.00	941,000.00	703,190.00	25.3
52-37-200000	RECYCLING REVENUES	20,397.09	61,171.07	243,000.00	181,828.93	25.2
52-37-250000	GREEN WASTE CHARGES	16,044.29	48,433.22	192,000.00	143,566.78	25.2
52-37-300000	CONTAINER ADVANCE LEASE PAYMT	451.36	1,591.18	7,000.00	5,408.82	22.7
	TOTAL OPERATING REVENUE	116,277.60	349,005.47	1,383,000.00	1,033,994.53	25.2
	TOTAL FUND REVENUE	122,864.24	356,398.54	1,386,400.00	1,030,001.46	25.7

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

SANITATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
52-4000-205.0	BANKING & INV/INTEREST EXPENSE	420.83	1,262.49	5,050.00	3,787.51	25.0
52-4000-241.0	PRINTING	1,122.61	2,136.66	3,200.00	1,063.34	66.8
52-4000-242.0	POSTAGE	.00	.00	7,000.00	7,000.00	.0
52-4000-314.0	COMPUTER SUPPORT	644.50	1,933.50	7,734.00	5,800.50	25.0
52-4000-320.0	GREEN WASTE COLLECTION	8,391.81	16,752.47	99,200.00	82,447.53	16.9
52-4000-321.0	COLLECTION	24,591.75	49,123.93	292,400.00	243,276.07	16.8
52-4000-322.0	DISPOSAL & TIPPING FEES	40,256.40	80,459.60	500,000.00	419,540.40	16.1
52-4000-324.0	RECYCLING COLLECTION	16,290.32	32,601.04	195,300.00	162,698.96	16.7
52-4000-325.0	GLASS RECYCLING COLLECTION	.00	2,533.00	10,000.00	7,467.00	25.3
52-4000-480.0	MISC SUPPLIES	.00	.00	100.00	100.00	.0
52-4000-485.0	FLYER POSTAGE/FALL/SPG PICKUP	.00	.00	500.00	500.00	.0
52-4000-486.0	SPRING CLEAN-UP	.00	3,000.51	20,000.00	16,999.49	15.0
52-4000-510.0	GENERAL LIABILITY INSURANCE	1,889.13	1,889.13	5,303.00	3,413.87	35.6
52-4000-640.0	GF ADMIN SERVICES	17,610.33	52,830.99	207,806.00	154,975.01	25.4
52-4000-750.0	CONTAINERS	.00	.00	32,807.00	32,807.00	.0
	TOTAL EXPENDITURES	111,217.68	244,523.32	1,386,400.00	1,141,876.68	17.6
	TOTAL FUND EXPENDITURES	111,217.68	244,523.32	1,386,400.00	1,141,876.68	17.6
	NET REVENUE OVER EXPENDITURES	11,646.56	111,875.22	.00	(111,875.22)	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

DRAINAGE UTILITY

ASSETS

53-11100000	CASH - COMBINED FUND	248,284.18	
53-13120000	ALLOWANCE FOR UNCOLLECTABLE	(3,789.00)	
53-13140000	ACCOUNTS RECIEVABLE	307,278.22	
53-15460000	DEFERRED OUTFLOWS-PENSIONS	22,326.00	
53-16350000	BUILDINGS	623,487.88	
53-16360000	ACCUMULATED DEPRECIATION	(1,813,889.24)	
53-16510000	ASSETS	200,461.05	
53-16520000	SUB DRAIN	2,046,416.46	
53-16530000	STORM DRAINS	5,331,432.37	
53-16540000	WORK IN PROGRESS	258,901.35	
TOTAL ASSETS			7,220,909.27

LIABILITIES AND EQUITY

LIABILITIES

53-21320000	BONDS PAYABLE	196,000.00	
53-21321000	ACCRUED INTEREST ON BOND	2,592.58	
53-21330000	BONDS PAYABLE ST	25,000.00	
53-21350000	ACCRUED PAYROLL	(2,355.80)	
53-21351000	ACCRUED ABSENCES	34,553.00	
53-21352000	ACCRUED ABSENCES - ST	6,000.00	
53-23400000	DEFERRED INFLOWS-PENSIONS	89.00	
53-25410000	UNAMORTIZED BOND PREMIUM	24,098.45	
53-25420000	DEFERRED LOSS FROM BOND DEF	(1,314.85)	
53-25450000	NET PENSION LIABILITY	13,693.00	
TOTAL LIABILITIES			298,355.38

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
53-29510000	FUND BALANCE - PREVIOUS YEAR	6,529,407.15	
	REVENUE OVER EXPENDITURES - YTD	393,146.74	
BALANCE - CURRENT DATE		6,922,553.89	
TOTAL FUND EQUITY			6,922,553.89
TOTAL LIABILITIES AND EQUITY			7,220,909.27

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

DRAINAGE UTILITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
53-34-400000	DRAINAGE IMPACT FEE	.00	.00	30,000.00	30,000.00	.0
53-34-500000	VIDEO INSPECTION FEE	.00	.00	9,000.00	9,000.00	.0
	TOTAL CHARGES FOR SERVICES	.00	.00	39,000.00	39,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
53-36-100000	INTEREST INCOME	271.09	1,390.51	25,000.00	23,609.49	5.6
53-36-900000	MISCELLANEOUS	.00	150.00	.00	(150.00)	.0
	TOTAL MISCELLANEOUS REVENUE	271.09	1,540.51	25,000.00	23,459.49	6.2
	<u>OPERATING REVENUE</u>					
53-37-100000	DRAINAGE CHARGES	81,484.30	582,586.74	1,470,000.00	887,413.26	39.6
53-37-300000	SUB DRAIN FEES	38,149.80	118,444.63	460,000.00	341,555.37	25.8
	TOTAL OPERATING REVENUE	119,634.10	701,031.37	1,930,000.00	1,228,968.63	36.3
	TOTAL FUND REVENUE	119,905.19	702,571.88	1,994,000.00	1,291,428.12	35.2

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

DRAINAGE UTILITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
53-4000-110.0	SALARY & WAGES	6,135.02	18,963.72	135,746.00	116,782.28	14.0
53-4000-111.0	OVERTIME PAY	.00	.00	500.00	500.00	.0
53-4000-130.0	FICA	414.96	1,477.56	10,423.00	8,945.44	14.2
53-4000-131.0	RETIREMENT	970.89	3,428.84	23,121.00	19,692.16	14.8
53-4000-132.0	MEDICAL INSURANCE	2,080.48	6,241.44	51,511.00	45,269.56	12.1
53-4000-134.0	LONG TERM DISABILITY	19.45	68.70	300.00	231.30	22.9
53-4000-135.0	WORKERS COMPENSATION	118.17	417.32	1,100.00	682.68	37.9
53-4000-200.0	UNIFORM PURCHASE	109.50	109.50	950.00	840.50	11.5
53-4000-205.0	BANKING & INV/INTEREST EXPENSE	420.83	1,262.49	5,050.00	3,787.51	25.0
53-4000-220.0	PUBLIC NOTICES	.00	.00	200.00	200.00	.0
53-4000-240.0	OFFICE SUPPLIES	26.22	118.12	750.00	631.88	15.8
53-4000-241.0	PRINTING	1,122.59	2,136.63	5,700.00	3,563.37	37.5
53-4000-242.0	POSTAGE	.00	.00	7,000.00	7,000.00	.0
53-4000-250.0	VEHICLE MAINTENANCE	153.38	153.38	2,500.00	2,346.62	6.1
53-4000-264.0	IT SERVICES AND LICENSES	.00	208.62	195.00	(13.62)	107.0
53-4000-280.0	TELEPHONE AND DATA	75.01	135.01	1,460.00	1,324.99	9.3
53-4000-290.0	GASOLINE	69.13	150.51	3,000.00	2,849.49	5.0
53-4000-310.0	PROFESSIONAL SERVICES	1,000.00	3,000.00	42,000.00	39,000.00	7.1
53-4000-314.0	COMPUTER SUPPORT	1,044.50	5,533.50	25,000.00	19,466.50	22.1
53-4000-316.0	ENGINEERING	1,050.00	4,350.00	40,000.00	35,650.00	10.9
53-4000-322.0	DAVIS COUNTY STORM WATER	2,547.00	2,547.00	7,000.00	4,453.00	36.4
53-4000-330.0	EDUCATION & TRAINING	100.00	100.00	5,000.00	4,900.00	2.0
53-4000-352.0	FRONTAGE ROAD SWALE	5,000.00	15,000.00	60,000.00	45,000.00	25.0
53-4000-353.0	STREET SWEEPING	.00	870.00	32,000.00	31,130.00	2.7
53-4000-368.0	VIDEO INSPECTION	.00	.00	9,000.00	9,000.00	.0
53-4000-371.0	UTILITIES-FRONTAGE ROAD PUMP	60.25	126.38	1,500.00	1,373.62	8.4
53-4000-374.0	SYSTEM MAINTENANCE & REPAIRS	.00	.00	20,000.00	20,000.00	.0
53-4000-375.0	CONTRACT MAINTENANCE	3,508.96	3,793.96	175,000.00	171,206.04	2.2
53-4000-479.0	DECANT HAULING & MAINTENANCE	1,259.00	1,702.22	8,000.00	6,297.78	21.3
53-4000-480.0	MISC SUPPLIES	.00	576.87	4,500.00	3,923.13	12.8
53-4000-481.0	FLOOD MITIGATION	.00	.00	10,000.00	10,000.00	.0
53-4000-510.0	GENERAL LIABILITY INSURANCE	2,644.78	2,644.78	29,448.00	26,803.22	9.0
53-4000-515.0	LIABILITY RESERVE	.00	.00	5,000.00	5,000.00	.0
53-4000-640.0	GF ADMINISTRATIVE SERVICES	48,333.58	145,000.74	592,473.00	447,472.26	24.5
53-4000-740.0	DEBT SERVICE	.00	27,993.88	31,460.00	3,466.12	89.0
53-4000-745.0	CAPITAL EQUIPMENT	2,255.80	2,255.80	6,000.00	3,744.20	37.6
53-4000-750.0	MISC. PROJECTS	.00	.00	641,113.00	641,113.00	.0
53-4000-900.0	DEPRECIATION EXPENSE	10,000.00	30,000.00	120,000.00	90,000.00	25.0
	TOTAL EXPENDITURES	90,519.50	280,366.97	2,114,000.00	1,833,633.03	13.3
	<u>DRAINAGE IMPROVEMENT PROJECTS</u>					
53-5000-290.0	NOLA DRIVE & 1375 NORTH	3,432.50	3,432.50	.00	(3,432.50)	.0
53-5000-406.2	1250 N STORM DRAIN - CONSTRUCT	25,625.67	25,625.67	.00	(25,625.67)	.0
	TOTAL DRAINAGE IMPROVEMENT PROJECTS	29,058.17	29,058.17	.00	(29,058.17)	.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

DRAINAGE UTILITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	119,577.67	309,425.14	2,114,000.00	1,804,574.86	14.6
NET REVENUE OVER EXPENDITURES	327.52	393,146.74	(120,000.00)	(513,146.74)	327.6

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

TELECOMMUNICATION FUND

ASSETS

54-11100000	CASH - COMBINED FUND	4,133.72	
54-11220000	NOTES RECEIVABLE-CENTERVILLE	525,426.61	
54-13140000	ACCOUNTS RECEIVABLE	9,189.88	
	TOTAL ASSETS		538,750.21

LIABILITIES AND EQUITY

LIABILITIES

54-21210000	UIA NOTES PAYABLE-ST	51,159.23	
54-21220000	UIA NOTES PAYABLE-LT	474,267.38	
	TOTAL LIABILITIES		525,426.61

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
54-29510000	FUND BALANCE - PREVIOUS YEAR	12,500.06	
	REVENUE OVER EXPENDITURES - YTD	823.54	
	BALANCE - CURRENT DATE	13,323.60	
	TOTAL FUND EQUITY		13,323.60
	TOTAL LIABILITIES AND EQUITY		538,750.21

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

TELECOMMUNICATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
54-36-100000	INTEREST INCOME	26.88	82.26	200.00	117.74	41.1
	TOTAL MISCELLANEOUS REVENUE	26.88	82.26	200.00	117.74	41.1
	<u>CHARGES FOR SERVICES</u>					
54-37-100000	UTILITY SERVICE CHARGES	6,960.00	22,623.35	125,000.00	102,376.65	18.1
	TOTAL CHARGES FOR SERVICES	6,960.00	22,623.35	125,000.00	102,376.65	18.1
	TOTAL FUND REVENUE	6,986.88	22,705.61	125,200.00	102,494.39	18.1

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2024

TELECOMMUNICATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PROFESSIONAL SERVICES</u>					
54-4000-320.0	CONTRACT SERVICES - UIA	6,721.64	21,882.07	118,950.00	97,067.93	18.4
54-4000-640.0	ADMINISTRATIVE SERVICES	.00	.00	6,250.00	6,250.00	.0
	TOTAL PROFESSIONAL SERVICES	6,721.64	21,882.07	125,200.00	103,317.93	17.5
	TOTAL FUND EXPENDITURES	6,721.64	21,882.07	125,200.00	103,317.93	17.5
	NET REVENUE OVER EXPENDITURES	265.24	823.54	.00	(823.54)	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

GENERAL FIXED ASSET FUND

ASSETS

91-16110000	LAND	7,928,488.00	
91-16210000	BUILDINGS	18,695,912.00	
91-16510000	EQUIPMENT & MACHINERY	6,882,059.00	
91-16610000	AUTOS & TRUCKS	4,123,272.00	
91-16710000	CONSTRUCTION IN PROGRESS	918,315.00	
91-16910000	INFRASTRUCTURE	14,796,576.00	
91-17000000	ACCUMULATED DEPRECIATION	(16,537,199.00)	
TOTAL ASSETS			36,807,423.00

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
91-29510000	INVESTMENT IN FIXED ASSETS	36,807,423.00	
BALANCE - CURRENT DATE		36,807,423.00	
TOTAL FUND EQUITY			36,807,423.00
TOTAL LIABILITIES AND EQUITY			36,807,423.00

CENTERVILLE CITY CORPORATION
BALANCE SHEET
SEPTEMBER 30, 2024

GENERAL LONG TERM DEBT

ASSETS

95-15460000	DEFERRED OUTFLOW - PENSION	1,576,769.00	
	TOTAL ASSETS		1,576,769.00

LIABILITIES AND EQUITY

LIABILITIES

95-20320000	ISLAND VIEW PARK LEASE	796,000.00	
95-25340000	ACCRUED ABSENCES	416,145.00	
95-25340001	ACCRUED ABSENCES - ST	430,000.00	
95-25450000	NET PENSION LIABILITY	1,571,015.00	
95-25460000	DEFERRED INFLOW - PENSIONS	12,205.00	
95-25480000	OUTSTANDING CLAIMS	23,349.16	
95-25480001	OUTSTANDING CLAIMS - ST	6,424.66	
	TOTAL LIABILITIES		3,255,138.82

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
95-29510000	BEGINNING OF YEAR	(1,678,369.82)	
	BALANCE - CURRENT DATE	(1,678,369.82)	
	TOTAL FUND EQUITY		(1,678,369.82)
	TOTAL LIABILITIES AND EQUITY		1,576,769.00