



CENTERVILLE CITY

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

Incorporated in 1915

Mayor

Ronald G. Russell

City Council

Justin Y. Allen

Ken S. Averett

John T. Higginson

Sherri L. Lindstrom

Lawrence Wright

City Manager

Steve H. Thacker

interoffice MEMORANDUM

to: Mayor Russell
City Council
cc: Department Heads
Planning Commission
from: Steve Thacker, City Manager *A. Thacker*
subject: City Manager's Summary of May 7, 2013 Council Meeting
date: May 3, 2013

E.1. **Minutes Review and Acceptance** – The minutes to be approved are enclosed.

E.2. **Summary Action Calendar**

- a. **Accept public utility easements** – In March the Planning Commission approved a lot split of the island parcel (Iggy's parcel). One of the conditions of approval, however, was the submittal of public utility easements to be accepted by the City Council along perimeters of both lots. A Wasatch Running Store is to be built on the new lot north of Iggy's.
- b&c. **Changes to 100 North Drainage Easement** – Several years ago in conjunction with the construction of the Legacy Parkway and the establishment of the Legacy Nature Preserve, the City obtained 6 drainage easements through the Legacy Nature Preserve to maintain flows from the city to the Great Salt Lake. It was later discovered that the legal description for the 100 North drainage easement was not correct and affected property owned by Rocky Mountain Power, on which they wanted to expand their power substation. This requires a vacation of the original easement and establishment of a new easement on property owned by UDOT as part of the Legacy Nature Preserve. The enclosed drawing illustrates both the original easement and the new easements, including a drainage easement for the channel and an access easement to maintain the channel.

E.3. **Water system projects** – Randy Randall, Public Works Director, will report on the status of the Chase Lane Well drilling project. In the last week or so, Randy and the City Engineer have concluded this will be a high-production well. The cost, however, has exceeded the amount budgeted for this project. This was one of several water system projects funded by the revenue bond issue in early 2012. The City Engineer has prepared a summary of actual costs for several of these projects and estimated costs for those not yet constructed, in order to show the Council that the total bond funding should still be sufficient, based on current knowledge. Bond funds totaling \$2,554,000 were designated for these several projects. The City Engineer estimates the total cost will be \$2,448,269, as shown on his enclosed summary. This should give the Council the comfort needed to authorize the Mayor to sign the significant change orders relating to the Chase Lane Well drilling project. The cost overruns for the well project were caused by the fact the well had to be drilled much deeper than originally anticipated in order to produce sufficient water.

- E.4. Final Development Plan for Chick-Fil-A** – In earlier meetings, both the City Council and the Redevelopment Agency Board approved the conceptual development plan for Lot 202 of the Centerville Corporate Park Subdivision, Amended, which is the site of a proposed Chick-Fil-A fast food restaurant. The City Council and RDA Board are now being asked on Tuesday night to approve the final development plan for this project. Since approval of the conceptual plan, Chick-Fil-A has substantially changed the building layout and appearance. Therefore, the Council should take note and review the enclosed drawings. The Planning Commission will consider final approval of this new development plan at their May 22 meeting. Normally, the City Council is not involved in the approval of final site plans. In this case, however, because of the governing documents of the Centerville Corporate Park Subdivision, approval from both the City Council and the Redevelopment Agency Board is required, as well as the Planning Commission.

7:35 Adjourn to RDA Meeting

Chick-Fil-A -- The RDA meeting is inserted at this point in the Council's order of business to allow those representing Chick-Fil-A to address the RDA Board without waiting for the City Council to complete its other business. The requirement for RDA approval is explained above.

Assignment and Assumption Agreement -- The RDA Board is also being asked to approve an Assignment and Assumption Agreement with the parties involved in the development of Lot 2 of the Centerville Gateway Subdivision, which is the property known as the island parcel on which Iggy's is located. Since the newly created Lot 2 will be owned by a different party, the new owner of Lot 2 will be assuming all the rights and obligations that are currently assigned to Mackey Investments, Centerville, LC.

RDA Proposed Budget -- As explained below for item # 5 of the City Council's agenda, the RDA Board will take similar action as the City Council in regards to the Proposed Budget for FY 2014. In other words, City staff will present their Proposed Budget for the Redevelopment Agency for FY 2014 and ask the RDA Board to adopt this as the Tentative Budget that will be subject to a public review and public hearing process before final adoption.

7:50 Reconvene City Council Meeting

- E.5. Proposed Budget for FY 2014** – State law requires the City Manager to submit his Proposed Budget for the next fiscal year to the City Council by the first meeting in May. You will not likely see that Proposed Budget before Tuesday evening because I am still writing the Budget Message, which is a summary of the longer budget document. At the Council meeting I will present highlights of the Proposed Budget and ask the Council to consider adopting it as the Tentative Budget that will be subject to public review before a Final Budget is adopted. The City Council can make changes to the Tentative Budget, either increasing or decreasing it, before final adoption, which is scheduled for June 18th. The City Council should also set a date for a public hearing, which I recommend be held on June 4th. Prior to that public hearing, staff will prepare a summary to be mailed to residents regarding the Tentative Budget and announcing the public hearing.

- E.6. County proposal for Vote By-Mail option** – On May 3rd the City Recorder received a proposal from the County asking for each city council to consider the option of "Vote By-Mail" for municipal elections this year. As explained in the enclosed documents from the County, they have offered to do this at the same cost as they would charge the cities for conducting traditional elections. They have asked that each city council consider this proposal and respond by the end of May. In an earlier Council meeting, staff reported that the vote by-mail option would be more costly than traditional voting, based on information from the County at that time. Apparently the

County has reconsidered this matter and wishes to encourage the entire County to use the vote by-mail option for this year's municipal elections.

- E.7. Automated agenda management program** – This matter was postponed from the April 16 meeting due to the absence of the Mayor and another Council member. For the past several months, staff have been evaluating the possibility of going paperless with the City Council meeting materials. An evaluation has included a review of several automated agenda management software programs available to cities. These programs provide other advantages in addition to simply going paperless with meeting materials. Staff will report on what they have learned about these programs.
- E.8. Mayor's Report** – Mayor Russell will report on a recent meeting with UDOT officials and State Senator Stuart Adams to discuss the possibilities of funding for a pedestrian bridge over I-15. There was no definitive outcome to the meeting other than UDOT expressing a willingness to consider this possibility in connection with next year's I-15 express lane project and looking at the possibility of adding a foot bridge onto the existing Parrish Lane bridge over I-15. Other more long-term options were also discussed and will be mentioned Tuesday night.
- Mayor and Blaine Lutz, the City's representatives on the UIA and UTOPIA Boards, respectively, will update the Council on related matters.
- E.9. City Manager's Report** – Lisa Romney, City Attorney, will report on the demolition of the hazardous buildings on Chase Lane. I may report on a few other matters yet to be identified.
- E.10. Miscellaneous Business** – We have been notified by the Utah League of Cities and Towns that it is time to make the annual appointments of those who will represent Centerville City on the Legislative Policy Committee for the coming year. The City's voting representatives for the past year have been Mayor Russell, Councilman Wright and myself. Each city is allowed three voting members: one would be the Mayor or his designee; another would represent the Council; and the third would be a staff member.
- E.11. Closed meeting, if necessary** – At this time I do not know of a need for a closed meeting, but the agenda allows for that possibility.
- E.12. Appointments to City boards, committees, etc.** – I don't know if the Mayor will be ready to recommend any appointments, but the agenda allows for that possibility.

Potential Agenda Items for May 21, 2013 City Council Meeting (subject to change):

- Budget work session
- Approve UTA Rail Corridor Use Agreement
- Review Culinary Water Impact Fee Facilities Plan/Analysis
- Presentation from Emma Dugal re Summerfest
- 2013 legislative update (new or amended state laws affecting cities)

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 P.M. ON TUESDAY, MAY 7, 2013 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Meetings of the City Council of Centerville City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance, including hearing devices. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Blaine Lutz, Centerville Finance Director, at 295-3477, giving at least 24 hours notice prior to the meeting.

A notebook containing supporting materials for the business agenda items is available for public inspection and review at City Hall and will be available for review at the meeting. Upon request, a citizen may obtain (without charge) the City Manager's memo summarizing the agenda business, or may read this memo on the City's website: www.centervilleut.net.

Tentative - The times shown below are tentative and are subject to change during the meeting.
Time:

7:00 **A. ROLL CALL**

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT – Blaine Lutz

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

E. BUSINESS

7:10 1. **MINUTES REVIEW AND ACCEPTANCE – April 16, 2013 meeting**

7:10 2. **Summary Action Calendar**

- a. Review and accept public utility easements for the Centerville Gateway Subdivision regarding the subdivision of the Island Parcel located at approximately 782 West Parrish Lane
- b. Approve Amendment No. 1 to Grant of Easement and Agreement between Centerville City and Utah Department of Transportation regarding relocation of 100 North drainage easement

(OVER)

- c. Approve Vacation and Grant of Drainage and Access Easements between Centerville City and Rocky Mountain Power/PacifiCorp regarding relocation of 100 North drainage and access easement
- 7:10 3. Staff report re water system projects
 - a. Status of Chase Lane well and other projects
 - b. Review funding vs. actual costs
 - c. Approve change order for Chase Lane Well Project
- 7:25 4. Review and approve final development plan for Lot 202 of the Centerville Corporate Park Subdivision, Amended, regarding proposed Chick-Fil-A site plan and development for compliance with design guidelines and Development Agreement
- 7:35 **ADJOURN to RDA meeting**
- 7:50 5. Proposed Budget for FY 2014
 - a. City Manager's presentation
 - b. Adopt Tentative Budget
 - c. Set date for public hearing and work sessions
- 8:20 6. County proposal for Vote By-Mail option for municipal elections
- 8:40 7. Staff report and discussion re automated agenda management program
- 8:55 8. Mayor's Report
 - a. Meeting with UDOT officials re pedestrian bridge
 - b. UTOPIA/UIA update
- 9:05 9. City Manager's Report
 - a. Demolition of hazardous buildings on Chase Lane
- 9:15 10. Miscellaneous Business
 - a. Appoint ULCT Legislative Policy Committee members for next year
- 9:25 11. Closed meeting, if necessary, for reasons allowed by state law , including, but not limited to, the provisions of Section 52-4-205 of the Utah Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to *Utah Code Ann.* § 78B-1-137, as amended
- 9:25 12. Possible action following closed meeting, including appointments to boards and committees

F. ADJOURNMENT

Marsha L. Morrow, MMC
Centerville City Recorder

Minutes of the Centerville City Council meeting held Tuesday, April 16, 2013 at 7:03 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Council Members Justin Y. Allen (excused at 8:34 p.m.)
John T. Higginson, Mayor Pro Tem
Sherri Lyn Lindstrom
Lawrence Wright

MEMBERS ABSENT

Ronald G. Russell, Mayor
Ken S. Averett

STAFF PRESENT

Steve Thacker, City Manager
Blaine Lutz, Finance Director/Assistant City Manager
Lisa Romney, City Attorney
Neal Worsley, Centerville Police Chief
Bruce Cox, Parks and Recreation Director
Katie Rust, Recording Secretary

VISITORS

Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT

Steve Thacker, City Manager

OPEN SESSION

Scott Zeidler – Mr. Zeidler is a Centerville resident and a Forrester with the Utah Department of Natural Resources. He reported that Centerville was recognized earlier in the day as a Tree City USA for 2012. He appreciates the work done by the City to plant and care for trees. Mr. Zeidler suggested the City proclaim an Arbor Week or City Arbor Day to coincide with State Arbor Day on April 26th, which would fulfill one of the requirements to be recognized as a Tree City USA for 2013.

Bruce Cox – Mr. Cox, Centerville's Parks and Recreation Director, accepted the Tree City USA recognition on behalf of the City at a reception held at Red Butte Gardens in Salt Lake City. He thanked the City Council for providing the means to make Centerville a Tree City USA.

Staff will prepare a proclamation to declare a citywide Arbor Day. Councilwoman Lindstrom thanked Mr. Zeidler for making his expertise available to the City.

MINUTES REVIEW AND APPROVAL

The minutes of the March 26, 2013 Financial Planning work session, and the April 2, 2013 work session and Council meeting were reviewed. Councilwoman Lindstrom requested an amendment to the March 26, 2013 work session, and to the April 2, 2013 work session. She then made a **motion** to approve the March 26, 2013 work session minutes as amended, the April 2, 2013 work session minutes as amended, and the April 2, 2013 Council meeting minutes. The motion was seconded by Councilman Wright and passed by unanimous vote (4-0).

SUMMARY ACTION CALENDAR

- a. Cutler Phase 5 Subdivision – Terminate warranty period
- b. Engberson-Taylor Subdivision – Commence warranty period

Councilman Allen made a **motion** to approve both items on the Summary Action Calendar. Councilwoman Lindstrom seconded the motion, which passed by unanimous vote (4-0).

DISCUSSION REGARDING GUN RANGE LEASE

City Manager Thacker introduced James Stephens, President of the Centerville Small Arms Association, former Presidents Woody Powell and Norman Beers, as well as other members of the Association. Mr. Thacker gave a brief history of the relationship between the Association and the City. The Centerville Small Arms Association has operated the gun range located on Centerville City property under a series of long-term leases dating back to the 1960s. The current 10-year lease will expire on December 31, 2013. The Association would like to renew the lease for another 10 years. Mr. Thacker outlined several issues related to the lease for the Council to consider:

- Is the area covered by the lease still appropriate?
- Are the insurance requirements in Section 5 still adequate?
- Does the use of the facility by law enforcement and the public continue to justify no lease fee for use of the site?
- As currently allowed in Section 13, is the Council still willing to allow some limited use on Sundays?
- Are the grounds for early termination, as stated in Section 14, still appropriate?
- Are the remediation requirements in Section 15 still adequate?

Mr. Stephens discussed remediation measures that could be taken to reduce the impact of lead present on the property. He also proposed the addition of a pistol range on a level piece of land downhill from the existing rifle ranges. There would be sufficient distance and slope between the pistol and rifle ranges to allow them to be used at the same time. The proposed pistol range would not pose a danger to pedestrians using the Firebreak Road. Pistol shooters have been using the hillside just below the Viewmont "V", which poses a safety hazard.

Councilman Wright feels the City ought to continue its relationship with the Association. He is concerned about safety around the Viewmont "V". He would like to see more communication to citizens within the City regarding opportunities to use the range. Mr. Beers pointed out that the Centerville Recreation and Events Guide includes information on classes and opportunities offered by the Association.

Police Chief Neal Worsley expressed concern about scarring on the hillside. He supports the Small Arms Association, but feels the Council needs to take a close look at the proposed location for the pistol range. Mr. Powell explained the terrain of the proposed pistol range and stated that problems currently arise when pistol and rifle shooters want to use the shooting range at the same time. He stated that another option would be to specify certain days of the week for both types of shooting.

1 Councilman Allen supports continuing the lease agreement. He expressed concern
2 about sound, and asked if adding a pistol range lower on the hillside would increase sound
3 pollution. Mr. Powell responded that the sound would be directed up or to the south because of
4 the contours of the land. Chief Worsley confirmed that the Police Department does not receive
5 a lot of noise complaints related to the range. Much of the gun-related noise pollution can be
6 attributed to the nearby Lions Club Range in Bountiful, which has expanded its use and hours of
7 operation. Chief Worsley stated that a noise study could be done if desired.
8

9 The Council and staff discussed areas around the gun range that are not City property
10 and not within the City's control. Councilman Wright expressed concern about fire danger
11 caused by shooting. Mr. Stephens stated that the range remains closed during times of fire
12 danger. Councilman Wright asked about Sunday use of the range. Mr. Stephens responded
13 that competitions occasionally, maybe one or two times a year, extend to Sunday.
14

15 Councilwoman Lindstrom has no problem with continuing with the lease and with the
16 infrequent Sunday use. She knows remediation can be expensive, and suggested the
17 Association set aside funding in the event that remediation becomes necessary. She would like
18 to see more information regarding what the costs of remediation would be. Councilwoman
19 Lindstrom feels it would be appropriate for the Council to tour the area before approving the
20 additional pistol range. Mr. Stephens urged the entire Council to tour the range.
21

22 Mayor Pro Tem Higginson is in support of moving forward. Staff will proceed to meet
23 further with the Association to work on details of the lease. A Council fieldtrip will be scheduled
24 for sometime in May.
25

26 **STAFF REPORT AND DISCUSSION REGARDING AUTOMATED AGENDA** 27 **MANAGEMENT PROGRAM** 28

29 Considering the absence of Mayor Russell and Councilman Averett, Councilman Allen
30 made a **motion** to table this discussion to the next Council meeting. Councilwoman Lindstrom
31 seconded the motion, which passed by unanimous vote (4-0).
32

33 **FINANCIAL REPORT** 34

35 Blaine Lutz, Finance Director, presented a financial report for the period ending March
36 31, 2013.
37

38 **MAYOR'S REPORT** 39

- 40 • In the Mayor's absence, Steve Thacker reported to the Council that South Davis
41 Metro Fire Agency Chief Rampton will be retiring. Deputy Chief Jeff Bassett will
42 serve as Interim Chief. Deputy Chief Bassett informed the Council that a retirement
43 party will be held for Chief Rampton on May 8th at noon. Mr. Thacker suggested the
44 Council hold a work session on April 30th for the purpose of discussing the possibility
45 of creating a separate fire taxing district. Councilman Wright stated he will listen to
46 the information given, but he is not at this time inclined to support the creation of a
47 separate taxing district.
- 48 • The Mayor and Mr. Thacker recently met with Kay Ashton regarding the 2013 July 4th
49 celebration. Plans for the celebration are moving forward.
50

CLOSED MEETING

At 8:20 p.m. Councilwoman Lindstrom made a **motion** to move into a closed meeting to discuss the character and competency of an individual. Councilman Wright seconded the motion, which passed by unanimous vote (4-0). In attendance were: John T. Higginson, Mayor Pro Tem; Council members Allen, Lindstrom, and Wright; Steve Thacker, City Manager; Blaine Lutz, Assistant City Manager/Finance Director; Lisa Romney, City Attorney; Chief Neal Worsley, Centerville Police Department; Katie Rust, Recording Secretary. Councilman Allen was excused at 8:34 p.m.

The Council returned to regular meeting at 8:47 p.m. Councilman Wright requested that the City Attorney provide the Council with training regarding closed meeting procedures at a future meeting.

CITY MANAGER'S REPORT

- Mr. Thacker reported that contractors have drilled the Chase Lane well to 700 feet and developed it, sealing the top 100 feet. A test pump will occur in the next few days. Randy Randall, Public Works Director, will update the Council further on May 7th.
- CenturyLink has requested all documents the City is legally required to provide relating to the UTOPIA operating assessments. The request has been a substantial burden on staff time. City Manager Thacker reminded Council members that emails are subject to GRAMA requests, and asked that they use discretion and caution when emailing about city business.
- Fanny Mae has repossessed the property with dangerous buildings on Chase Lane and plans to demolish the structures at their expense.
- Blaine Lutz provided UIA/UTOPIA monthly financial report summaries to Council members. Monthly summaries will be distributed to Council members via email in the future.

MISCELLANEOUS

- Councilman Wright asked for an update regarding the 501(c)3 status of the Centerville Foundation. Mr. Lutz responded that the application has been submitted to the IRS.
- Councilman Wright commented that Bountiful has a reserve police officer force. He feels Centerville should consider the option, and would like staff to gather more information and put the issue on a future meeting agenda. Councilwoman Lindstrom expressed she would feel more comfortable with the rest of the Council present to weigh in regarding whether or not to direct staff to look into the matter further. Staff will put the matter on a future agenda, and will gather readily available information to be able to respond to questions.

ADJOURNMENT

At 9:10 p.m. Councilwoman Lindstrom made a **motion** to adjourn the meeting. The motion was seconded by Councilman Wright and passed by unanimous vote (3-0).

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Marsha L. Morrow, City Recorder

Date Approved

Katie Rust, Recording Secretary

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 2a

Date of City Council Meeting: May 7, 2013

Short Title: Accept public utility easements re the Subdivision of the Island Parcel

Initiated By: _____

Scheduled Time: 7:10 (SAC)

RECOMMENDATION

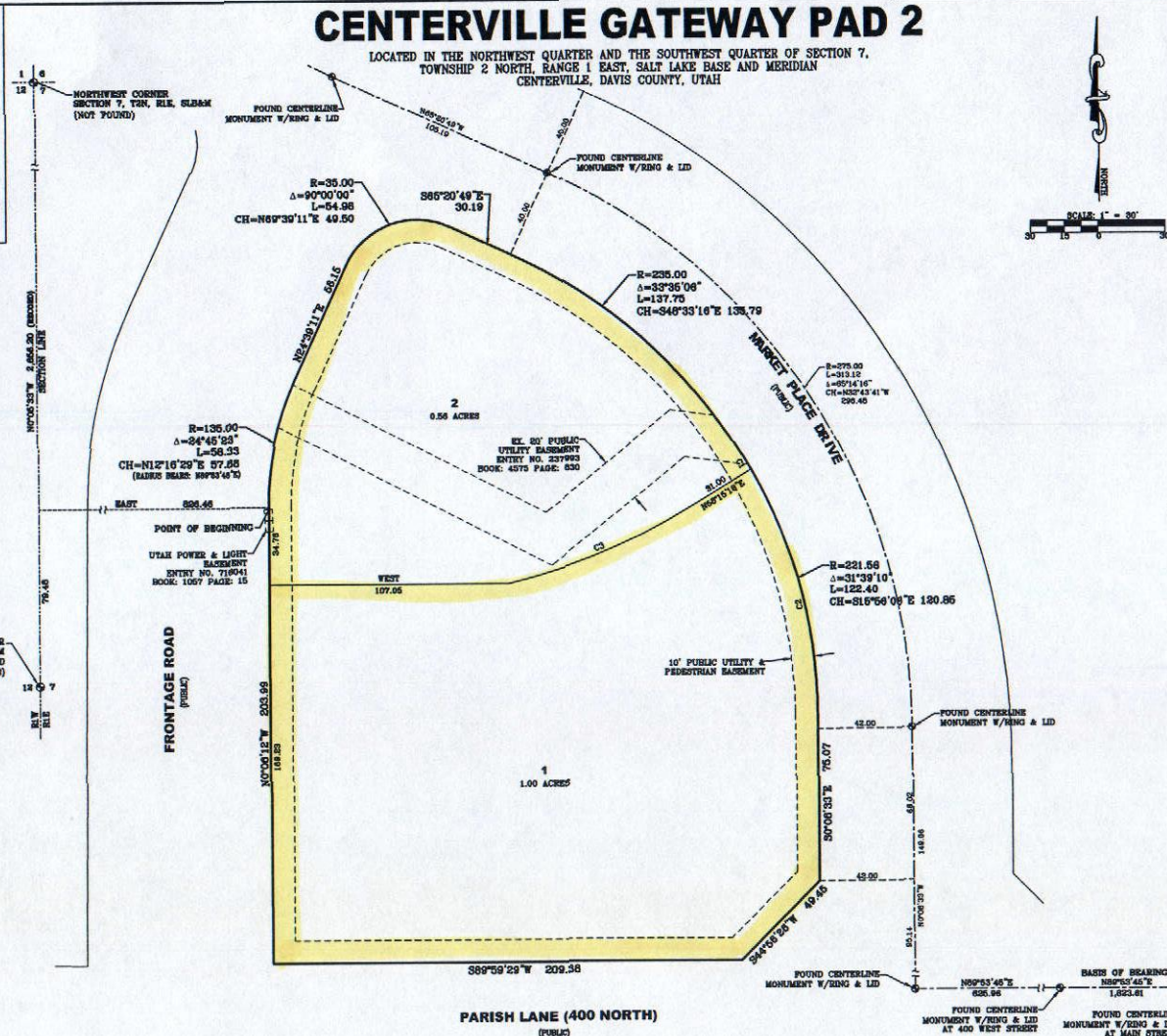
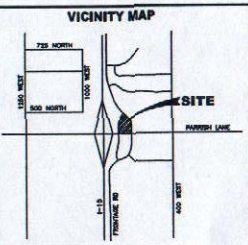
Accept the public utility easements from the Centerville Gateway Subdivision (located at approximately 872 West Parrish Lane), as shown on the enclosed plat, subject to City Attorney and City Engineer review and acceptance of actual location of 7-foot side yard easement between Lot 1 and Lot 2.

BACKGROUND

Mackey Investments Centerville, LC, owner of the island parcel (Iggy's parcel) appeared before the Planning Commission at their March 27, 2013 meeting for approval of a lot split. One of the conditions of approval requires the applicant to provide the proper utility easements on each lot consisting of one 10-foot easement along the Frontage Road and two other 7-foot side or rear yard easements on each property (see enclosed minutes). These easements are highlighted on the enclosed site plan.

CENTERVILLE GATEWAY PAD 2

LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
CENTERVILLE, DAVIS COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 50182 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT A SURVEY HAS BEEN MADE OF THE LAND SHOWN ON THIS PLAT AND DESCRIBED HEREON AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAPTER TO BE KNOWN AS CENTERVILLE GATEWAY PAD 2, AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

LEGAL DESCRIPTION

ALL OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 19981612004 IN THE OFFICIAL RECORDS OF DAVIS COUNTY, LOCATED IN THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT LOCATED N0°05'33"W 78.48 FEET ALONG THE SECTION LINE AND EAST 826.46 FEET FROM THE WEST 1/4 CORNER OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASE OF BEARING: N0°05'45"E ALONG THE CENTERLINE OF PARKISH LANE FROM THE FOUND MONUMENT AT 400 WEST TO THE FOUND MONUMENT AT MAIN STREET), SAID POINT BEING ON THE EAST LINE OF THE FRONTAGE ROAD; THENCE NORTHEASTERLY ALONG THE ARC OF A 195.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N0°53'48"E) 58.33 FEET THROUGH A CENTRAL ANGLE OF 24°45'23" (CHORD: N12°16'29"E 57.88 FEET); THENCE N0°39'11"E 56.15 FEET; THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE TO THE RIGHT 54.90 FEET THROUGH A CENTRAL ANGLE OF 80°00'00" (CHORD: N6°29'11"E 49.50 FEET); THENCE S0°20'49"E 30.19 FEET; THENCE ALONG THE ARC OF A 235.00 FOOT RADIUS CURVE TO THE RIGHT 137.75 FEET THROUGH A CENTRAL ANGLE OF 33°35'05" (CHORD: S48°33'16"E 135.79 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 221.56 FOOT RADIUS CURVE TO THE RIGHT 122.40 FEET THROUGH A CENTRAL ANGLE OF 51°39'10" (CHORD: S15°56'08"E 120.85 FEET); THENCE S0°06'33"E 75.07 FEET; THENCE S44°56'28"W 49.45 FEET TO THE NORTH LINE OF PARKISH LANE; THENCE S0°06'29"W ALONG SAID NORTH LINE 208.36 FEET TO THE EAST LINE OF THE FRONTAGE ROAD; THENCE N0°06'12"W ALONG SAID EAST LINE 205.99 FEET (DEED-205.19 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ± 1.56 ACRES

DATE _____ SURVEYOR
(See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF ALL OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HEREAPTER KNOWN AS: _____ DO HEREBY DEDICATE FOR PERPETUAL USE OF ALL THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS WHEREOF, HAVE HEREUNTO SBT _____ THIS _____ DAY OF _____ A.D. 2012

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS
ON THIS _____ DAY OF _____, 20____, I, _____, PERSONALLY APPEARED BEFORE ME, _____, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME OR PROVEN IN THE BASIS OF SATISFACTORY EVIDENCE AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE _____ OF _____ AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS, OR RESOLUTION OF ITS BOARD OF DIRECTORS, AND SAID ACKNOWLEDGMENT TO ME THAT SAID CORPORATION EXECUTED THE SAME.

MY COMMISSION EXPIRES _____ A NOTARY PUBLIC COMMISSIONED IN UTAH
NOTARY ADDRESS _____ PRINTED FULL NAME OF NOTARY _____

CITY COUNCIL

PRESENTED TO THE CITY COUNCIL OF CENTERVILLE, UTAH THIS _____ DAY OF _____, 2013 AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.
CITY RECORDER ATTEST: _____ MAYOR: _____

RECORDED

ENTRY NO. _____ FEE PAID: _____
FILED FOR RECORD AND RECORDED THIS _____ DAY OF _____, 2013 AT _____
IN BOOK _____ OF _____
COUNTY RECORDER: _____ DEPUTY _____

NOTES

1. THE BASE OF BEARING FOR THIS SURVEY IS N0°05'45"E ALONG THE CENTERLINE OF PARKISH LANE FROM THE MONUMENT AT THE INTERSECTION OF PARKISH LANE AND 400 WEST TO THE MONUMENT AT MAIN STREET.
2. THE LOCATION OF THE WEST 1/4 CORNER OF SECTION 7, T2N, R1E, WAS CALCULATED FROM THIS SECTION ON AN ALTA SURVEY PREPARED BY THE ENGINEERING BUREAU OF THE UTAH MAP NO. 2708 AND ONE OF THE FOUND TIES FROM THE DAVIS COUNTY THE SURVEY THE WEST 1/4 CORNER AND THE NORTHWEST CORNER OF SAID SECTION 7 HAVE BEEN DESTROYED BY THE CONSTRUCTION OF THE LATEST RAIL TRACKS.

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD
C1	221.56	1°59'16"	7.88	830°49'06"E 7.88
C2	221.56	89°29'57"	114.72	314°09'30"E 113.44
C3	221.56	18°06'11"	60.03	N6°19'55"E 88.64

RECOMMENDED FOR APPROVAL

ON THIS _____ DAY OF _____, 2013

CITY ENGINEER

RECOMMENDED FOR APPROVAL

ON THIS _____ DAY OF _____, 2013

CITY ATTORNEY

RECOMMENDED FOR APPROVAL

ON THIS _____ DAY OF _____, 2013

CHAIRMAN PLANNING COMMISSION



1 **PLANNING COMMISSION MINUTES OF MEETING**

2 **Wednesday, March 27, 2013**

3 **7:00 p.m.**

4
5 A quorum being present at Centerville City Hall, 250 North Main Street, Centerville,
6 Utah. The meeting of the Centerville City Planning Commission was called to order at 7:00 p.m.

7
8 **MEMBERS PRESENT**

9 Tamilyn Fillmore

10 Kent Holbrook

11 Scott Kjar

12 Kevin Merrill, Chair

13 Debra Randall

14
15 **MEMBERS ABSENT**

16 Brian Holman

17 Steven Markham

18
19 **STAFF PRESENT**

20 Corvin Snyder, Community Development Director

21 Brandon Toponce, Assistant Planner

22 Lisa Romney, City Attorney

23 Kathy Streadbeck, Recording Secretary

24
25 **VISITORS**

26 Wesley Ziegler

27 Stephen Ziegler

28
29 **PLEDGE OF ALLEGIANCE**

30
31 **OPENING COMMENT/LEGISLATIVE PRAYER**

Chair Merrill

32
33 **MINUTES REVIEW AND APPROVAL**

34
35 Minutes of the Planning Commission meeting held March 13, 2013 were reviewed and
36 amended. Commissioner Fillmore made a **motion** to approve the minutes as amended. The
37 motion was seconded by Chair Merrill and passed by unanimous vote (5-0).

38
39 **PUBLIC HEARING | ISLAND PARCEL (IGGY'S) | 782 WEST PARRISH LANE**

40 **Consideration of a small subdivision waiver/lot split for the Island Parcel (Iggy's Sports**
41 **Grill) which would create a building lot for a proposed future business, Wasatch Running**
42 **Center in the C-VH Zone. Mackey Investments Centerville LC, Applicant.**

1 Cory Snyder, Community Development Director, reviewed the ordinances regarding
2 small subdivision waivers/lot splits. The proposed lot split will create only two (2) lots, all
3 infrastructures are in place, all related roads are dedicated, and no future roads are anticipated or
4 planned through this site. The proposed site is an island parcel and is within a redevelopment
5 area. There are governing documents related to this parcel and the applicant will be required to
6 work with the City Council and the Redevelopment Agency to make sure all provisions within
7 those documents are followed. Typically, a small subdivision does not allow double frontage, but
8 this being an island parcel it actually has three streets bordering the site. Technically, there is
9 nothing within ordinance that deals with this particular situation, but the lots, once split, will
10 actually create a corner parcel. The proposed lot split is an improvement to the site and will not
11 create any additional issues. Staff believes all requirements have been met and the proposed
12 application is ready for approval.

13
14 Russ Mackey, applicant, said they will be recording all easements on the plat as required.
15 He said the plat is all but complete; they do not anticipate additional changes at this time. He
16 said, initially, the biggest concern with this site was parking, but they feel Wasatch Running
17 Center is a good fit and will be a great benefit to the community.

18
19 Chair Merrill opened the public hearing. There was no comment; he closed the public
20 hearing.

21
22 Commissioner Kjar made a motion for the Planning Commission to approve the small
23 subdivision waiver for 782 West Parrish Lane (Parcel #02-024-0064), with the following
24 conditions:

25
26 ***Conditions:***

- 27 1. This small subdivision waiver shall be for the dividing of Parcel 02-024-0064.
- 28 2. This small subdivision waiver approval does not represent any site plan approval for
29 future development for the new lot (i.e., Wasatch Running Center).
- 30 3. The applicant shall provide the proper public utility easements on each lot consisting
31 of one 10-foot easement along the Frontage Road and two other 7-foot side or rear
32 yard easements on each property.
- 33 4. The required cross-access agreements for parking and circulation to be deemed
34 acceptable by the City Attorney and the City Engineer prior to the recordation of the
35 subdivision.
- 36 5. All required utility provider sheets shall be received by the City prior to the
37 recordation of the subdivision.

- 1 6. The applicant shall pay all applicable impact fees and post the related bonds for
2 sewer, culinary water, and irrigation lateral extensions prior to recordation of the
3 subdivision, as approved by the City Engineer in accordance with City ordinances.
- 4 7. The applicant shall provide the correct address for the new lot, as approved by the
5 Zoning Administrator in accordance with City ordinances.
- 6 8. The following items, as recommended by the City Attorney, shall be effective or
7 addressed as part of this small subdivision waiver approval:
 - 8 a. This review and approval does not represent any site plan approval for future
9 development on either lot. Any future site plans submitted shall meet all
10 applicable City ordinances and applicable governing documents for the property.
 - 11 b. Applicant shall show all easements of record on the plat or submit a vacation of
12 easement prior to recording the plat and subject to review by the City Engineer.
13 Any additional easements, such as cross-access or parking easements shall be
14 provided to City Engineer and City Attorney for review and acceptance prior to
15 recording the lot split plat.
 - 16 c. Any delinquent taxes shall be paid prior to recording the lot split plat. Evidence
17 of payment shall be provided by the applicant to the City.
 - 18 d. Prior to recording the small subdivision waiver plat, applicant shall submit an
19 updated title report for the entire island parcel for review and approval of
20 encumbrances and ownership by the City Attorney and City Engineer.
 - 21 e. Prior to recording the small subdivision waiver plat, all easements on the plat
22 shall be submitted to and accepted by the City Council.
 - 23 f. Prior to recording the small subdivision waiver plat, the Third Amendment to the
24 ADL Agreement shall be executed by the parties and recorded against the
25 property.
 - 26 g. Prior to transfer of any lot within the subdivision, the new owner and user must
27 sign an Assignment and Assumption Agreement agreeing to be bound by the
28 Parrish Lane Gateway Neighborhood Development Plan, as amended, and the
29 Agreement for Disposition of Land, as amended; including the RDA's reservation
30 of right to approve successor users and/or tenants. Applicant shall condition the
31 sale of any lot in the subdivision upon new owner entering into the Assignment
32 and Assumption Agreement as part of closing documents and escrow instructions.
 - 33 h. The following plat notes shall be set forth on the final plat for the small
34 subdivision waiver:
 - 35 1. Approval of the small subdivision waiver plat by Centerville City does not
36 constitute any representation as to the adequacy of subsurface soil conditions
37 nor the location or depth of ground water tables.

2. All owners shall be required to provide utility easements for all as-built utilities after the utilities are installed if they do not lie within the boundaries of an existing PUE.
3. All owners, users, lots and development within the subdivision shall be subject to all agreements, easements, and restrictions governing the property, including, but not limited to, the Parrish Lane Gateway Neighborhood Development Plan, as amended, and the Agreement for Disposition of Land, as amended.

Reasons for the Action (Findings):

- a. The Planning Commission finds that the applicant has submitted an application for a Small Subdivision Waiver [Section 15-2-107].
- b. The Planning Commission finds that the subdivision qualifies for the small subdivision waiver, in accordance with the criteria found in Section 15-2-107 of the Subdivision Ordinance.
- c. The Planning Commission finds that the subdivision for two commercial lots is consistent with the goals of the Centerville City General Plan concerning development within Neighborhood 2, Southwest Centerville [Section 12-480-3].
- d. The Planning Commission finds that the property is currently zoned Commercial-Very High (C-VH) and that the subdivision, with the conditions imposed, meets the applicable development standards found in Chapter 12-34 of the Zoning Ordinance in regard to layout and proper street frontage.
- e. The Planning Commission finds, with the conditions imposed, that the general requirements for all subdivisions have been addressed and fulfilled [Chapter 15-5].

The motion was seconded by Commissioner Holbrook and passed by unanimous roll-call vote (5-0).

MTC BUILDING #2 & PARKING STRUCTURE | 550 N. MARKET PLACE DR.
Consideration of a final site plan for MTC Building #2 and parking structure located on Lot 202 of the Centerville Corporate Park Amended Subdivision in the C-VH Zone.
Dayton West, LLC, Applicant.

Brandon Toponce, Assistant Planner, reviewed the conditions of the conceptual approval explaining how each has been addressed by the applicant. He reviewed the upgraded public amenities, pedestrian circulation, lighting plan, landscaping, and architectural relief on both the building and the parking structure. Staff believes all areas meet the Parrish Lane Design Guideline Standards. All utility provider sheets have been submitted. The Fire Marshal has

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 2b

Date of City Council Meeting: May 7, 2013

Short Title: UDOT 100 North Drainage Easement

Initiated By: Staff

Scheduled Time: 7:10 (SAC)

RECOMMENDATION

Review and approve Amendment No. 1 to Grant of Easement and Agreement for the 100 North Drainage between Utah Department of Transportation and Centerville City.

BACKGROUND

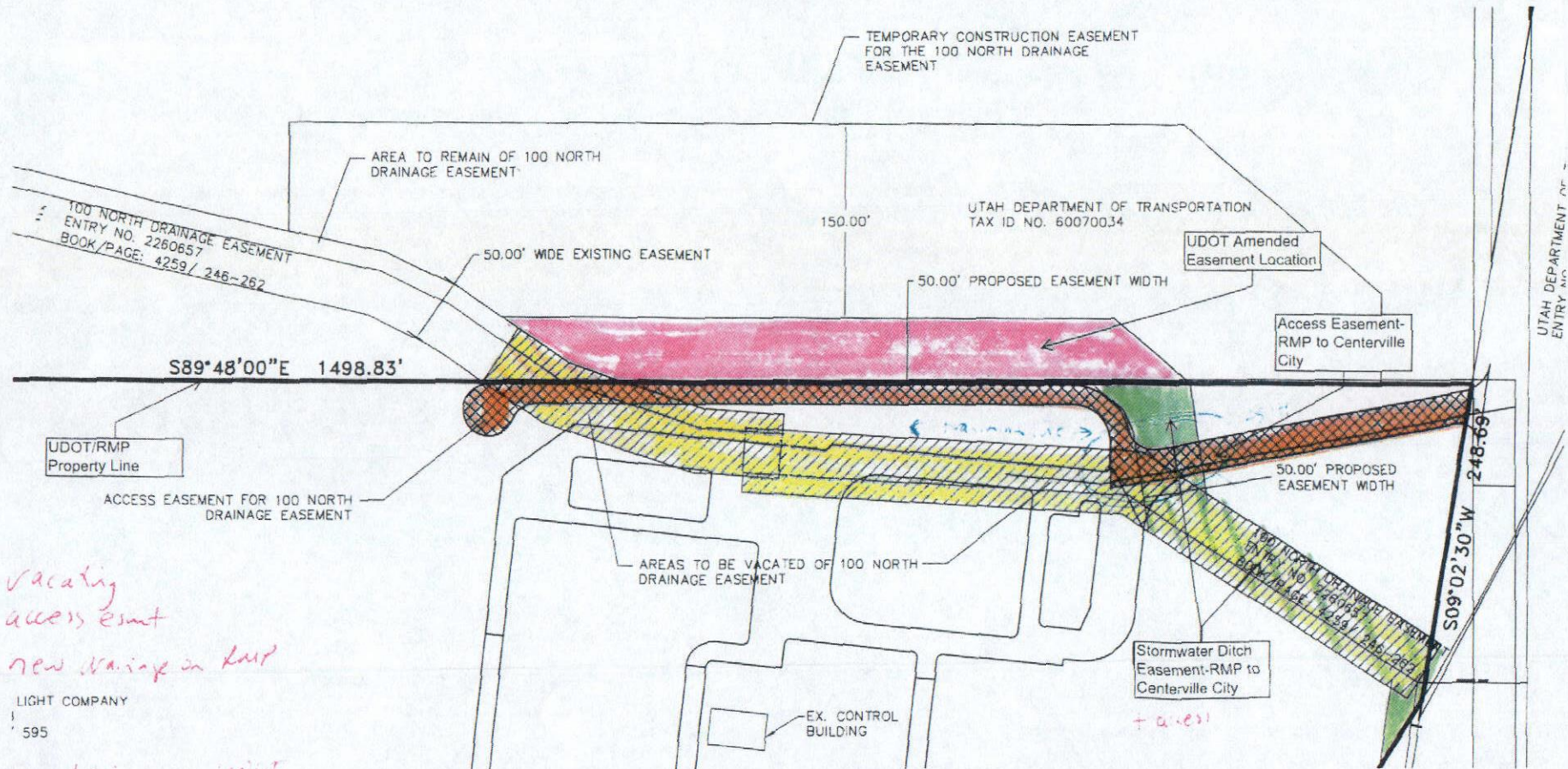
On March 15, 2007, the Utah Department of Transportation ("UDOT") and Centerville City entered into that certain Grant of Easement and Agreement for the continued maintenance, repair and replacement of certain drainage easements and storm drainage facilities located within the Legacy Nature Preserve. These drainage easements were granted by UDOT to the City to reflect and protect existing and historic natural drainage courses carrying both natural drainage as well as collected storm drainage from land within the City and flowing west to Farmington Bay, the Great Salt Lake and related floodplains.

As was later determined, a portion of the drainage easement granted by UDOT to the City for the 100 North Drainage was not located on property owned by UDOT but located on adjacent property owned by Rocky Mountain Power ("RMP"). In order to accommodate and reflect site development expansion on the RMP property, RMP has requested that a portion of the 100 North Drainage easement area located on RMP as described in the Grant of Easement be vacated and a new easement be granted to the City by RMP reflecting the new location of the drainage channel, together with an access easement over, across and through RMP's property. Concurrently with, and as a condition of approval of, the Vacation and Grant of Easement with RMP, the City must also enter into an Amendment No. 1 to the Grant of Easement and Agreement with UDOT allowing the drainage channel to be located on UDOT property. Such Amendment No. 1 to the Grant of Easement and Agreement is attached hereto. So long as both documents are entered into by the parties, Staff recommends approval of the Amendment No. 1 to the Grant of Easement and Agreement with UDOT.

Recommended Action Item No. 2b: *The City Council hereby approves the Amendment No. 1 to the Grant of Easement and Agreement between Utah Department of Transportation and Centerville City, subject to and conditioned upon execution and recording of that certain Vacation and Grant of Drainage and Access Easements between Rocky Mountain Power and Centerville City.*

Attachment

Amendment No. 1 to Grant of Easement and Agreement
Drawing showing amendments to 100 North Drainage Easement



- vacating
 - access esmt
 - new drainage on RMP
 - new drainage on UDOT
- LIGHT COMPANY
595

WHEN RECORDED, MAIL TO:

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

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

Affecting Parcel: 06-007-0034
Parcel No. 0067:147B:WFTEQ
Project No. SP-0067(I)0

**AMENDMENT NO. 1 TO
GRANT OF EASEMENT AND AGREEMENT**

WHEREAS, Centerville City ("City") and the Utah Department of Transportation ("UDOT") have previously entered into that certain Grant of Easement and Agreement for the Continued Maintenance, Repair and Replacement of Certain Drainage Easements and Storm Drainage Facilities within the Legacy Nature Preserve, recorded on April 11, 2007, in the records of the Davis County Recorder's Office as Entry No. 2260657, at Book 4259, Page 246-262 ("Grant of Easement"); and

WHEREAS, the Grant of Easement granted to the City six (6) perpetual easements and rights-of-way, together with the right of ingress and egress, for the purpose of operation, maintenance, repair and replacement of various drainage facilities, channels and improvements, as more particularly described therein; and

WHEREAS, the parties desire to amend the location and legal description for the 100 North Drainage as described in the Grant of Easement to move a portion of such easement to the north as more particularly described herein; and

WHEREAS, this Amendment No. 1 to the Grant of Easement is intended to be recorded to accurately describe the 100 North Drainage Easement, Exhibit 1, in the Grant of Easement. Said description for Exhibit 1 of the 100 North Drainage Easement located a portion of the drainage easement on adjacent property owned by PacifiCorp, an Oregon corporation, doing business as Rocky Mountain Power, as successor to Utah Power & Light, and is described herein to accurately locate the 100 North Drainage Easement on property owned by UDOT.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Amendment to Exhibit 1. Exhibit 1 to the Grant of Easement, regarding the Legal Description of the 100 North Drainage Easement, is hereby amended to include the following described easement area:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00°19'06" EAST BETWEEN THE FOUND SOUTH QUARTER CORNER OF SECTION 12 TO THE CENTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE SOUTH LINE OF THE UTAH DEPARTMENT OF TRANSPORTATION PROPERTY, PARCEL NO. 060070034, SAID POINT BEING SOUTH 00°19'06" WEST ALONG THE SECTION LINE, 824.23 FEET AND NORTH 89°40'26" WEST 266.05 FEET FROM THE CENTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°48'00" WEST, ALONG SAID SOUTH LINE, 545.49 FEET TO THE SOUTHERLY LINE OF THE 100 NORTH DRAINAGE EASEMENT RECORDED AS ENTRY NO. 2260657 IN BOOK 4259 AT PAGE 246-262 IN THE OFFICIAL RECORDS OF THE DAVIS COUNTY RECORDER'S OFFICE, THENCE NORTH 34°15'34" EAST 50.00 FEET TO THE NORTHERLY LINE OF SAID 100 NORTH DRAINAGE EASEMENT, THENCE NORTH 55°44'26" WEST ALONG SAID NORTHERLY LINE, 15.31 FEET; THENCE SOUTH 89°48'00" EAST 469.89 FEET; THENCE SOUTH 50°07'42" EAST 78.32 FEET TO THE POINT OF BEGINNING.

CONTAINS 25,001 SF

2. Ownership Acknowledgment. UDOT acknowledges that it is the owner in fee of the property to be encumbered by the easements and rights-of-way provided herein and that it is authorized to grant the rights herein.

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

4. Binding Effect. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, representatives, successors and assigns. Nothing herein shall be construed to affect any other easements of record other than that certain Grant of Easement described above and all other easements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have authorized this document to be executed by their duly authorized representatives this _____ day of _____, 2013.

“CITY”
CENTERVILLE CITY

By: _____
Ronald G. Russell, Mayor

Attest:

Marsha L. Morrow, City Recorder

“UDOT”
UTAH DEPARTMENT OF
TRANSPORTATION

By: _____
Name: _____
Title: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2013, personally appeared before me Ronald G. Russell, who being duly sworn, did say that he is the duly elected Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Ronald G. Russell acknowledged to me that the City executed the same.

Notary Public

UDOT ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2013, personally appeared before me _____, who being duly sworn, did say that she/he is the _____ of the **UTAH DEPARTMENT OF TRANSPORTATION**, a governmental agency of the State of Utah, and that the foregoing instrument was signed in behalf of the Department by authority of its governing body and said _____ acknowledged to me that the Department executed the same.

Notary Public

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 2c

Date of City Council Meeting: May 7, 2013

Short Title: Rocky Mountain Power 100 North Drainage Easement

Initiated By: Staff

Scheduled Time: 7:10 (SAC)

RECOMMENDATION

Review and approve Vacation and Grant of Drainage and Access Easements for the 100 North Drainage between Rocky Mountain Power and Centerville City.

BACKGROUND

On March 15, 2007, the Utah Department of Transportation ("UDOT") and Centerville City entered into that certain Grant of Easement and Agreement for the continued maintenance, repair and replacement of certain drainage easements and storm drainage facilities located within the Legacy Nature Preserve. These drainage easements were granted by UDOT to the City to reflect and protect existing and historic natural drainage courses carrying both natural drainage as well as collected storm drainage from land within the city and flowing west to Farmington Bay, the Great Salt Lake and related floodplains.

As was later determined, a portion of the drainage easement granted by UDOT to the City for the 100 North Drainage was not located on property owned by UDOT but located on adjacent property owned by Rocky Mountain Power ("RMP"). In order to accommodate and reflect site development expansion on the RMP property, RMP has requested that a portion of the 100 North Drainage easement area located on RMP as described in the Grant of Easement be vacated and a new easement be granted to the City by RMP reflecting the new location of the drainage channel, together with an access easement over, across and through RMP's property. Such revisions to the 100 North Drainage easement area are more particularly reflected in the attached Vacation and Grant of Drainage and Access Easement. Concurrently with, and as a condition of approval of, the Vacation and Grant of Easement, the City will also need to enter into an Amendment No. 1 to the Grant of Easement and Agreement with UDOT allowing the drainage channel to be located on UDOT property. So long as both documents are entered into by the parties, staff recommends approval of the Vacation and Grant of Drainage and Access Easements with RMP.

Recommended Action Item No. 2c: *The City Council hereby approves the Vacation and Grant of Drainage and Access Easements between Rocky Mountain Power and Centerville City, subject to and conditioned upon execution and recording of that certain Amendment No. 1 to the Grant of Easement and Agreement between Utah Department of Transportation and Centerville City.*

Attachment	Vacation and Grant of Drainage and Access Easements See Attachment to Agenda Item 2b (Drawing showing amendments to 100 North Drainage Easement)
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WHEN RECORDED, MAIL TO:

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

Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder/BK
1407 West North Temple, suite 110
Salt Lake City, Utah 84116

Affecting Parcels: 06-007-0034 and 06-007-0005
PacifiCorp Parcel: UTDV-0004

**VACATION AND GRANT OF
DRAINAGE AND ACCESS EASEMENTS**

WHEREAS, Utah Department of Transportation, a governmental agency of the State of Utah ("UDOT"), granted to Centerville City, a municipal corporation of the State of Utah ("City"), certain perpetual easements and rights-of-way, together with the right of ingress and egress, for the purpose of operation, maintenance, repair and replacement of certain storm drainage channels and drainage facilities pursuant to that certain Grant of Easement and Agreement for the Continued Maintenance, Repair and Replacement of Certain Drainage Easements and Storm Drainage Facilities within the Legacy Nature Preserve, recorded on April 11, 2007, in the records of the Davis County Recorder's Office as Entry No. 2260657, at Book 4259, Page 246-262 ("Grant of Easement"); and

WHEREAS, the City has represented that the Grant of Easement was entered into by UDOT and the City to address and protect existing and historic storm drainage channels and natural courses of water carrying both natural drainage as well as collected storm drainage from land lying to the east and flowing to Farmington Bay, the Great Salt Lake, and related floodplains; and

WHEREAS, a portion of the 100 North Drainage, as more particularly described in the Grant of Easement, is located over, across and through property owned by PacifiCorp, an Oregon corporation authorized to do business in the State of Utah, d/b/a Rocky Mountain Power, as successor to Utah Power and Light Company ("Rocky Mountain Power"); and

WHEREAS, Rocky Mountain Power's property is utilized by Rocky Mountain Power for the use, operation and maintenance of an electrical substation and large, high-voltage electric transmission lines, and other similar or related uses in connection with its electric utility operations; and

WHEREAS, a portion of the 100 North Drainage as located on Rocky Mountain Power's property has been moved and reconstructed, and Rocky Mountain Power requests that a portion of the easement area as described in the Grant of Easement, which area is located on Rocky Mountain Power's property, be vacated and a new easement be granted to the City by Rocky Mountain Power reflecting the new location of the drainage channel, together with an access easement over, across and through Rocky Mountain Power's property as more particularly described herein; and

WHEREAS, the City is willing to vacate a portion of the 100 North Drainage easement area as described in the Grant of Easement, subject to the grant of a new easement to the City from Rocky Mountain Power for the new portion of the 100 North Drainage as constructed by Rocky Mountain Power, together with an access easement as more particularly described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Vacation of Easement. Subject to the terms and conditions of this Vacation and Grant of Easements, Centerville City hereby vacates and abandons a certain portion of the 100 North Drainage easement and right-of-way area as described in the Grant of Easement, which area is located on Rocky Mountain Power's property, and which vacated portion of the 100 North Drainage easement and right-of-way is more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference.

2. Grant of Drainage Easement. Rocky Mountain Power hereby grants to Centerville City a nonexclusive, perpetual drainage easement and right-of-way approximately fifty (50) feet in width, over, across and through certain real property of Rocky Mountain Power, together with the right of ingress and egress, for the operation, maintenance, repair, inspection, protection, and replacement of storm drainage channels, drainage facilities and related improvements as more fully set forth herein, and for the purpose of operating and maintaining the drainage channel to carry both natural drainage as well as collected storm drainage from lands lying east of the county road known as Sheep Road to the west of the road, so that natural drainage water and storm water may be safely channeled to the Farmington Bay, the Great Salt Lake, and related floodplains, which easement and right-of-way area is more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference ("Drainage Easement").

3. Grant of Access Easement. Rocky Mountain Power hereby grants to Centerville City a nonexclusive, perpetual easement and right-of-way over, across and through certain real property of Rocky Mountain Power, together with the right of ingress and egress, for the purpose of access for the operation, maintenance, repair, inspection, protection and replacement of storm drainage channels, drainage facilities, and related improvements located both on and adjacent to the Rocky Mountain Power property, which easement and right-of-way area is more particularly

described in **Exhibit C**, attached hereto and incorporated herein by this reference (“Access Easement”).

4. Terms and Conditions of Easements. The following terms and conditions shall be applicable to the Drainage Easement and Access Easement as granted herein:

a. The Drainage Easement granted herein includes the right to perpetually, intermittently or permanently inundate, seep, flow, flood or otherwise affect in any manner with water, on, over and across the Drainage Easement area with natural drainage of surface waters and also those surface waters collected in the City’s storm drainage system and discharged into the above-granted Drainage Easement. The area that will be inundated from time to time is not and cannot be specifically identified and depends upon the volume and frequency of storm events, precipitation and the timing of snowmelt and other storm occurrences which are beyond the control of the City.

b. The City is aware and acknowledges that power lines are or may be located within the easement boundaries and agrees to use the easement and conduct its activities in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding such power lines, including but not limited to OSHA, the National Electrical Safety Code, and Utah High Voltage Act Safety Clearance Standards. Without in any way limiting the foregoing, the City shall not use nor permit to be used on the easement area any construction cranes or other equipment that violate OSHA, the National Electrical Safety Code, or Utah High Voltage Act Safety Clearance Standards. The City shall not refuel any vehicles or equipment within the easement area. Either party may trim or remove trees or vegetation within the Drainage Easement. At no time shall the City store any materials in the easement area on a long-term basis.

c. The continued existence, operation and maintenance of the Drainage Easement is critical to the continued health, safety and general welfare of the citizens of City and the general public to ensure the proper, safe and efficient conveyance of natural and storm drainage and other surface waters from the foothills in the east to the floodplains to the west. Rocky Mountain Power shall not interfere with the drainage facilities or drainage flow of water within the Drainage Easement. Rocky Mountain Power shall be responsible for repairing any damage to the drainage channels, drainage facilities or related improvements within the Drainage Easement to the extent such damage is caused by Rocky Mountain Power. Any new power lines or other above-ground utility lines that are installed over the drainage channel or drainage facilities within the Drainage Easement shall provide at least 20’ clearance above the ground.

d. In addition to the granted Access Easement, Rocky Mountain Power grants to the City a right-of-access to the granted Drainage Easement along access routes running adjacent to the granted Drainage Easement in order to bring necessary equipment into the area for proper maintenance and repair of the drainage facilities and natural

drainage channels, provided such access shall not unreasonably interfere with Rocky Mountain Power's operations. This right-of-access shall include the right to access the Drainage Easement area for purposes of inspecting the easement and the drainage facilities in place, to survey, protect, install, remove, reconstruct, alter and replace the drainage facilities within the Drainage Easement, subject to the provisions of this easement grant, including but not limited to paragraph 5(e) below.

e. The City shall have the right to retain, repair and replace as necessary the existing drainage culverts and facilities within the Drainage Easement; however, it is expressly acknowledged that the City shall be under no obligation whatsoever to maintain, repair or replace the existing culvert. This right expressly includes the right to clean and maintain the downstream flow of the channel. Unless otherwise agreed to in writing by the parties, which consent may be withheld in the sole discretion of either party, neither party shall decrease the load-bearing capacity of any roadways or culverts within the easement and right-of-access areas.

f. Rocky Mountain Power expressly reserves the right to use the easement area for its own purposes, including the right to cross and re-cross the easement area with equipment, personnel, overhead or underground power lines, and access roads at any location or locations and to grant or convey additional uses of the easement area to others for any purpose not inconsistent with the rights granted herein. The City's use of the Easements shall not unreasonably interfere with Rocky Mountain Power's use of its property, and shall not unreasonably interfere with passage of Rocky Mountain Power's vehicles and equipment. Notwithstanding the foregoing, Rocky Mountain Power's use of the Drainage Easement for its own purposes shall not interfere with the City's right to maintain the drainage channels, drainage facilities and related facilities within the easement area and/or the City's right to ensure that the drainage flows are maintained such that the waters therein flow to Farmington Bay, the Great Salt Lake, and/or other floodplains.

5. Exercising Rights. The City agrees that in exercising its rights as granted in the Drainage Easement and Access Easement, the City will:

a. Notify Rocky Mountain Power at least twenty-four (24) hours before commencing any dredging, maintenance or repair work on the Rocky Mountain Power property, subject to the provisions of Subsection (g) in the event of an emergency. The City shall not be required to give notice prior to conducting inspection or survey work. No dredged materials shall be deposited on Rocky Mountain Power's property without Rocky Mountain Power's prior written consent.

b. Prior to commencing any relocation, replacement, enlargement, or substantial change in grade of the channel, the Drainage Easement, and/or the related

facilities, the City shall obtain Rocky Mountain Power's written consent to the City's plans therefor, which consent shall not be unreasonably withheld.

- c. Perform all required maintenance work at the City's sole expense.
- d. Obtain any permit required under local, state and/or federal law to perform the planned maintenance or repair work and to comply with all terms, conditions and restrictions *contained in any such permit*.
- e. Restore and repair promptly, and to Rocky Mountain Power's reasonable satisfaction, any damage to the easement area or adjacent lands caused by or in any way arising out of the City's use of the easement area, at City's sole expense. If the City fails to do so within a reasonable amount of time after proper notice and demand for performance from Rocky Mountain Power, Rocky Mountain Power may perform the restoration work at the City's expense for the reasonable cost of performing such work.
- f. Indemnify to the fullest extent of the laws of the State of Utah, Rocky Mountain Power, its affiliates, officers, directors, employees, agents and contractors, and save them harmless from and against any and all claims, demands, losses, causes of action, costs (including attorney's fees), or other liabilities arising from the City's breach of any provision of this agreement, or the City's use of or activities on or around the easement, including but not limited to the performance of any maintenance and repair work on the City's storm drainage facilities within the granted easements. This indemnification does not apply to the extent the claim, demand, loss, cause of action, costs or liability results from Rocky Mountain Power's own negligence or willful misconduct, nor does it entitle any third-party to the rights or privileges of a third party beneficiary. City's liability and indemnification obligations under this Agreement are subject to the limitations set forth in the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq., as amended. This paragraph shall survive termination of this easement for any cause of action that accrues prior to termination.
- g. In the event of emergency conditions, the City shall provide Rocky Mountain Power with such notice as is practical before or no later than forty-eight (48) hours following the commencement of emergency repair and maintenance activities. For purposes of this agreement, emergency conditions shall exist whenever in the reasonable opinion of the City conditions exist that could cause unusually high surface flows to occur, whether the result of heavy rain, immediate snowmelt, or any other conditions in which a storm discharge ditch, pipe or culvert and any appurtenance thereto is in a condition of imminent failure or may fail if not repaired or replaced in order to avoid a serious risk of flooding or otherwise endangering the public health and safety. In such cases, City may enter the granted easement areas to conduct such emergency repair and maintenance work without prior notice and without having prior review and comment by Rocky Mountain Power of City's proposed emergency repair and maintenance work,

subject however to the provisions of Subsection (e). Upon request, the City shall provide to Rocky Mountain Power a written description of the emergency work performed.

h. Rocky Mountain Power may request the right to relocate the granted easements, the storm drain facilities contained therein and all access routes to the easements used by City to locations that may prove more beneficial to the proper management of the Rocky Mountain Power property. The City's consent to any Rocky Mountain Power request to relocate shall not be unreasonably withheld. Any such relocation shall be accomplished at Rocky Mountain Power's sole expense and in compliance with all applicable local, state and federal laws and regulations. Any such relocation shall not materially increase the City's burdens and expenses of operating and maintaining its storm drainage facilities and its easements, will not nullify the City's exemption from § 404 regulation, and shall insure that the storm drainage facilities, as relocated, will perform as designed and as needed to provide required drainage and disposal of surface waters. Any relocated access routes will be located such that City may continue to access the Drainage Easement with equipment as necessary to maintain its storm drainage facilities as required in the City's reasonable discretion, subject to the review of such plans by Rocky Mountain Power as provided in paragraph 5(b) above. Upon the relocation of the easements, Rocky Mountain Power will grant a new easement or easements, as the case may be, to the City that substantially conform to the terms and conditions of this easement and agreement. Upon the recordation of the new easements, City will relinquish and abandon the easement or easements granted in this instrument. In the performance of any such relocation work, Rocky Mountain Power shall indemnify the City, its elected officials, employees, agents and independent contractors to the fullest extent of the law of the State of Utah, and save them harmless from and against any and all claims, demands, losses, causes of action, costs (including attorney's fees) or other liabilities arising from, or arising out of the performance of any such relocation work. This indemnification does not apply if the claim, demand, loss, cause of action, costs or liability results from City's own negligence or willful misconduct nor does it waive any provision of the Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated, as amended, or entitle any third party to the rights or privileges of a third-party beneficiary. The City's indemnification and hold-harmless obligation as set forth in this paragraph shall survive termination of this easement for any cause of action that accrues prior to termination.

6. Ownership Acknowledgment. Rocky Mountain Power acknowledges that it is the owner in fee of the property to be encumbered by the easements and rights-of-way provided herein and that it is authorized to grant the rights herein.

7. Fences or Obstructions. Rocky Mountain Power shall not build or construct or permit to be built or constructed any building or other improvement over or across said right-of-way and easement that will materially impair the City's easement rights granted herein, nor substantially change the contour thereof, without the written consent of City. Notwithstanding

the foregoing sentence, Rocky Mountain Power may install such electrical transmission or distribution lines and related facilities over the easement area as Rocky Mountain Power may deem necessary or desirable, subject to the non-interference restrictions and repair obligations set forth in paragraph 4(c). If any fences or other obstructions cross the easements and rights-of-way, either currently existing or installed in the future, Rocky Mountain Power shall install and maintain a gate with a minimum width of fourteen feet (14') or other acceptable access as agreed to by the City.

8. Liens. The City shall keep the Easement free from any liens that may attach thereto by reason of the City's use or occupancy thereof.

9. Notices. Any notices are required or desired to be given hereunder shall be given by hand delivery, certified mail (return receipt requested), or reputable national overnight carrier service, shall be deemed complete upon actual delivery, and shall be addressed as follows:

To Rocky Mountain Power:	Rocky Mountain Power Attn: Legal Department 201 South Main Street, Suite 2300 Salt Lake City, UT 84111
--------------------------	---

To the City:	Centerville City Attn: City Manager 250 North Main Centerville, UT 84014
--------------	---

10. Binding. This easement and right-of-way grant shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Nothing herein shall be construed to affect any other easements of record other than that certain Grant of Easement described above and all other easements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have authorized this document to be executed by their duly authorized representatives this _____ day of _____, 2013.

"CITY"
CENTERVILLE CITY

By: _____
Ronald G. Russell, Mayor

Attest:

Marsha L. Morrow, City Recorder

**“ROCKY MOUNTAIN POWER”
PACIFICORP, an Oregon corporation
d/b/a Rocky Mountain Power**

By: _____
Name: _____
Title: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 2013, personally appeared before me Ronald G. Russell, who being duly sworn, did say that he is the duly elected Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Ronald G. Russell acknowledged to me that the City executed the same.

Notary Public

ROCKY MOUNTAIN POWER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 2013, personally appeared before me _____, who being duly sworn, did say that he is the _____ of PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, and the fee owner of the property subject to this document, and that the foregoing instrument was signed in behalf of Rocky Mountain Power by authority of its governing body and that Rocky Mountain Power hereby executes the same.

Notary Public

Exhibit A
Vacated Easement

Vacation of Easement

A perpetual drainage easement , upon part of an entire tract of property, in the SW ¼ of Section 12 and the SE ¼ of Section 11 , T.2 N., R.1 W., S.L.B.&M., in Davis County, Utah. Said part of entire tract is a strip of land 20.0 feet wide, adjoining westerly the following described portion of the existing westerly right of way line of a county road:

Beginning at a point on the westerly right of way line of said county road known as Sheep Road, which point is 1056.1 feet, more or less, S. 00°00'28" E. along the quarter section line and 85.9 feet, more or less, west from Center of said Section 12; and running thence S. 07°50'53" W. 160 feet.

ALSO:

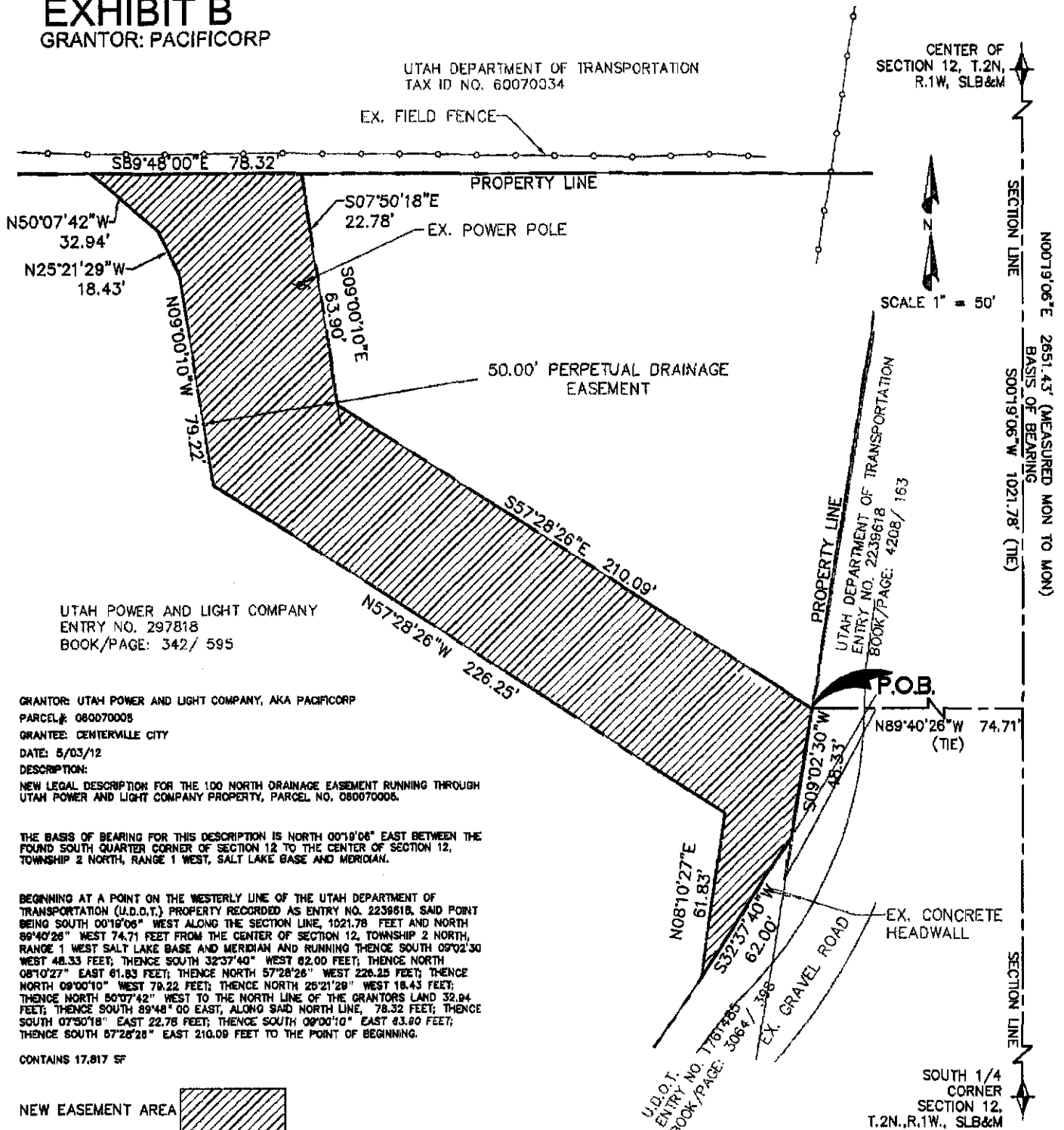
A strip of land 50.0 wide, 35.0 feet on the northerly side and 15.0 feet on the southerly side of the following described center line of an existing ditch:

Beginning at a point on the westerly right of way line of said county road, which point is 1056.1 feet, more or less, S. 00°00'28" E. along the quarter section line and 85.9 feet, more or less, west from the center of Section 12; and running thence N. 57°48'00" W. 270.0 feet; thence N. 86°47'00" W. 296.0 feet. Extending and shortening the side lines so as to terminate at said westerly right of way line.

Exhibit B
Drainage Easement

PARISH SUBSTATION DRAINAGE EASEMENT EXHIBIT B

GRANTOR: PACIFICORP



**WILDING
ENGINEERING, INC**

14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
(801)553-8112

PROJECT NAME

PARISH SUBSTATION EASEMENT

DRAWN

DCC

CHECKED

SWD

PROJECT #

09054

FILE NAME:

G:\DATA\09054 Parish...\dwg\Exhibits.dwg

DATE

05-03-12

SCALE

1" = 50'

SHEET

1 OF 1

Exhibit C
Access Easement

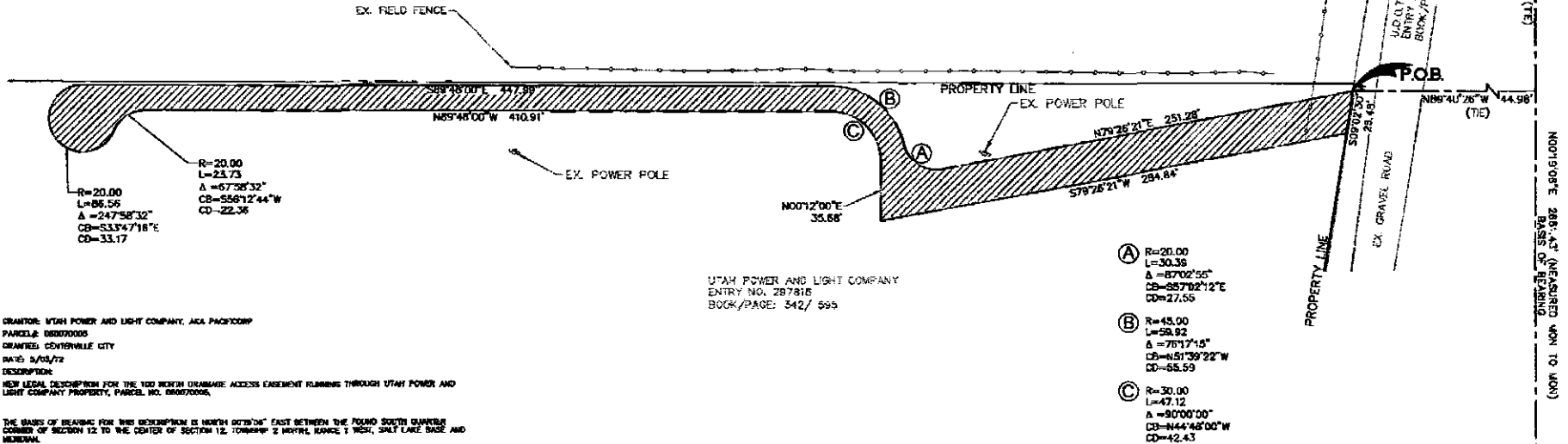
PARISH SUBSTATION ACCESS EASEMENT

EXHIBIT C
GRANTOR: PACIFICORP



SCALE 1" = 60'

UTAH DEPARTMENT OF TRANSPORTATION
TAX ID NO. 60070034



GRANTOR: UTAH POWER AND LIGHT COMPANY, AKA PACIFICORP

PARCEL: 00070000

GRANTEE: CENTERVILLE CITY

DATE: 5/03/12

DESCRIPTION:

NEW LEGAL DESCRIPTION FOR THE 100 NORTH DRAINAGE ACCESS EASEMENT RUNNING THROUGH UTAH POWER AND LIGHT COMPANY PROPERTY, PARCEL NO. 00070000.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00°00'00\"/>

BEGINNING AT A POINT ON THE WESTERLY LINE OF THE UTAH DEPARTMENT OF TRANSPORTATION (U.D.T.) PROPERTY RECORDED AS ENTRY NO. 223885, SAID POINT BEING SOUTH 80°00'00\"/>

NEW EASEMENT AREA

CONTAINS 15,826 SF



1	UPDATED PER REVIEW	5/03/12
NO.	REVISION	DATE

DRAWING TITLE	PARISH SUBSTATION ACCESS EASEMENT
LOCATION	CENTERVILLE, UTAH

PROJECT NAME	PARISH SUBSTATION
DRAWN	DCC
CHECKED	SWD
PROJECT NUMBER	09054
FILE NAME	G:\DATA\09054 Parish\Wilding\Exhibits.dwg

DATE	7/20/2011
SCALE	1" = 60'
SHEET	1 OF 1

#3.b.

Steve Thacker

From: kevin campbell <kevin.campbell@esieng.com>
Sent: Friday, May 03, 2013 11:35 AM
To: Steve Thacker
Cc: matt robertson
Subject: Culinary Water Projects - updated budgets vs estimated costs
Attachments: Updated Estimates for Culinary Water Projects_05-02-13.pdf

Steve -

Attached is an updated breakdown of Budgeted Costs vs. Current Estimated Costs for the Culinary Waterline projects. For projects that we do not have bids for the budgeted cost was used.

We split the "Tie North System to Chase Lane Pump Bldg" project budget and cost up 50/50 into the Chase Lane WL project and into the Main Street WL project as it is being completed with these contracts.

In brief, the Chase Lane Well Drilling is over budget, but the Main Street and Chase Lane WLs are under budget.

Kevin

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

**ESI Engineering, Inc.**

3500 South Main, Suite 206

Salt Lake City, Utah

Phone (801) 263-1752

Fax (801) 263-1780

Consulting Engineers & Land Surveyors

Project	Capital Facilities Finance	
	Plan - Update	
Owner	Centerville City	
Estimated by:	MLR	Date: 5/2/13
Checked by:	KLC	Date:
PROJECT	BUDGETED COST	ESTIMATED COST 05/13
Main Street Waterline (100 North to 1000 North and half of "tie north system to Chase Lane building")	\$769,000.00	\$730,268.57
Chase Lane Well Property	\$72,000.00	\$72,000.00
Chase Lane Well Drilling	\$335,000.00	\$400,000.00
Chase Lane Pump Building	\$445,000.00	\$445,000.00
Chase Lane Waterline (including half of "tie north system to Chase Lane Building")	\$372,000.00	\$240,000.00
Oakridge Drive Waterline	\$202,000.00	\$202,000.00
500 E. 1400 N. Waterline	\$128,000.00	\$128,000.00
10" Waterline Tunnel under I-15 at Chase Lane	\$231,000.00	\$231,000.00
Total	\$2,554,000.00	\$2,448,268.57



ESI ENGINEERING, INC.
CONSULTING ENGINEERS

3500 SOUTH MAIN, SUITE 206
SALT LAKE CITY, UTAH 84115
PHONE: (801) 263-1752
FAX: (801) 263-1780

TO CENTERVILLE CITY
250 N. MAIN ST.
CENTERVILLE, UT 84014

LETTER OF TRANSMITTAL

DATE	APRIL 4, 2013	Proj. # 11-148
ATTENTION	STEVE THACKER	
RE:	CHASE LANE WELL	

WE ARE SENDING YOU ☐ Attached ☐ under separate cover via the following items:
☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ Floppy Disk ☐ Other

COPIES	DATE	NO.	DESCRIPTION
1			CHANGE ORDER NO. 2 FOR PETERSEN BROTHERS DRILLING CO. FOR \$46,700.00
1			CHANGE ORDER NO. 3 FOR PETERSEN BROTHERS DRILLING CO. FOR \$36,860.00
			Petersen Brothers Drilling Co.
			691 West 400 North
			West Bountiful, UT 84087

THESE ARE TRANSMITTED as checked below:

- | | | | |
|---|--|-----------------------------------|-------------------------|
| ☐ For your Approval | ☐ No Exceptions Taken | ☐ Resubmit | copies for review |
| ☐ For your use | ☐ Make Corrections | ☐ Submit | copies for distribution |
| ☐ As requested | ☐ Revise and Resubmit | ☐ Return | corrected prints |
| ☐ For review and comment | | | |
| ☐ FOR BID DUE | | | |

NOTE: LET ME KNOW IF THERE ARE ANY QUESTIONS OR CONCERNS WITH THESE CHANGE ORDERS.

COPY TO: BLAINE LUTZ

SIGNED Wendy C. Miller, P.E.



**Application for Payment #2 for Peterson Brothers Drilling
Centerville City**

Chase Lane Well - Project #11-148			Bid Amounts			Completed Amounts	
Item No.	Description	Unit Price	Amounts	Units	Total	Amounts	Total
1	Drill and Place 24" conductor casing.	\$300.00	100	LF	\$30,000.00	100	\$30,000.00
2	Drive shoe for 24" casing.	\$2,000.00	1	Lump Sum	\$2,000.00	1	\$2,000.00
3	Perforate 24" casing use 3/8" mills knife 6 per circumference, 12" O.C. as per Engineer.	\$50.00	100	LF	\$5,000.00	100	\$5,000.00
4	Place 18" casing.	\$77.00	106.5	LF	\$8,200.50	106.5	\$8,200.50
5	Drill and place 18" casing.	\$275.00	350	LF	\$96,250.00	165	\$45,375.00
6	Drive shoe for 18" casing.	\$1,850.00	1	Lump Sum	\$1,850.00	1	\$1,850.00
7	Perforate 18" casing use 5/8" mills knife 8 per circumference at 12" O.C. or as per Engineer.	\$50.00	200	LF	\$10,000.00	162	\$8,100.00
8	10' Concrete Plug in the Bottom.	\$1,500.00	1	Lump Sum	\$1,500.00	0	\$0.00
9	Grout 100' to surface seal as per State Health Department & Division of Drinking Water.	\$7,500.00	1	Lump Sum	\$7,500.00	0	\$0.00
10	Development of well by surge and bail as per Engineer.	\$190.00	80	Hours	\$15,200.00	78.5	\$14,915.00
11	Development of well by pumping as per Engineer (step drawdown information including monitoring & recording of pumping rates & drawdown information is included) See Special Conditions.	\$195.00	60	Hours	\$11,700.00	0	\$0.00
12	Set test pump as per Engineer.	\$12.50	200	LF	\$2,500.00	0	\$0.00
13	Remove test pump.	\$12.50	200	LF	\$2,500.00	0	\$0.00
14	Test pumping including recording water level at specified intervals as per Engineer (constant rate test for 24 hour period).	\$225.00	24	Hours	\$5,400.00	0	\$0.00
15	Recovery test - measure static water level at increasing intervals until well has fully recovered (sample schedule provided).	\$900.00	1	Lump Sum	\$900.00	0	\$0.00
16	Collect samples with labels and cotton bags.	\$5.00	100	Each	\$500.00	110	\$550.00
17	Television camera inspection with video tape	\$1.00	800	LF	\$800.00	265	\$265.00
18	Disinfection as per Safe Drinking Water.	\$1,000.00	1	Lump Sum	\$1,000.00	0	\$0.00
19	Temporary safety fence as per plan.	\$1,250.00	1	Lump Sum	\$1,250.00	1	\$1,250.00
20	Construction of pit, including regular cleaning of pit and hauling away of material removed from the well.	\$500.00	1	Lump Sum	\$500.00	1	\$500.00
21	Remove and haul away 3 existing trees including stumps. Site clearing and shrub removal as needed and as per Engineer.	\$500.00	1	Lump Sum	\$500.00	1	\$500.00
22	Mobilization.	\$3,500.00	1	Lump Sum	\$3,500.00	1	\$3,500.00
23	Remove 6" of existing topsoil along entrance road and store on site. Place sewer rock (6" thick) along entrance road and working area (approximately 70 C.Y.)	\$2,400.00	1	Lump Sum	\$2,400.00	1	\$2,400.00
24	Install and remove temporary 18" HDPP w/ bends as per plan. (Pipe and Fitting materials to be furnished by City for this item).	\$500.00	1	Lump Sum	\$500.00		\$0.00
Subtotal (Items 1-24)					\$211,450.50		\$124,405.50

Chase Lane Well - Project #11-148			Bid Amounts			Completed Amounts	
Item No.	Description	Unit Price	Amounts	Units	Total	Amounts	Total
Change Order #1 (increase depth from 450 ft to 550 ft)							
25	Deduct for placing less 18" casing (item #5 above)	(\$275.00)	185	LF	(\$50,875.00)		\$0.00
26	Deduct for perforating less 18" casing (item #7 above)	(\$50.00)	38	LF	(\$1,900.00)		\$0.00
27	Additional development of well by surge and bail as per Engineer (400 ft to 450 ft)	\$190.00	60	Hours	\$11,400.00	0	\$0.00
28	Additional development of well by pumping as per Engineer (step drawdown information including monitoring & recording of pumping rates & drawdown information is included) See Special Conditions	\$195.00	20	Hours	\$3,900.00	0	\$0.00
29	Place 14" casing (overlap)	\$50.00	25	LF	\$1,250.00	25	\$1,250.00
30	Drill and place 14" casing	\$265.00	135	LF	\$35,775.00	135	\$35,775.00
31	Place 12" casing (overlap)	\$50.00	18	LF	\$900.00	18	\$900.00
32	Drill and place 12" casing	\$260.00	150	LF	\$39,000.00	150	\$39,000.00
33	Perforate 14" and 12" casing	\$45.00	285	LF	\$12,825.00	285	\$12,825.00
34	Dress bit for 12" drilling	\$1,500.00	1	Lump Sum	\$1,500.00	1	\$1,500.00
	Subtotal (Items 25-34)				\$53,775.00		\$91,250.00
Change Order #2 (drill from 550 ft to 700 ft plus)							
35	Place 10" casing (overlap)	\$50.00	10	LF	\$500.00		\$0.00
36	Drill and place 10" casing	\$260.00	150	LF	\$39,000.00		\$0.00
37	Perforate 10" casing	\$45.00	160	LF	\$7,200.00		\$0.00
	Subtotal (Items 35-37)				\$46,700.00		\$0.00
Change Order #3 (additional development)							
38	Additional development of well by surge and bail as per Engineer (240 ft to 400 ft)	\$190.00	80	Hours	\$15,200.00		\$0.00
39	Additional development of well by surge and bail as per Engineer (105 ft to 240 ft)	\$190.00	114	Hours	\$21,660.00		\$0.00
	Subtotal (Items 38-39)				\$36,860.00		\$0.00
	Total (Items 1-39, Bid Amount + Change Orders 1-3)				\$348,785.50		\$215,655.50

Section 00 63 63

Change Order

No. 2

Date of Issuance: 04-04-13

Effective Date: 04-04-13

Project: Chase Lane Well	Owner: Centerville City	Owner's Contract No.: 11-148
Contract: Chase Lane Well	Date of Contract: 04-23-12	
Contractor: Peterson Brothers Drilling Co.	Engineer's Project No.: 11-148	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Drill and place 10" casing to from a depth of 550 feet to 700 feet. Added time to the contract due to the increased depth and difficulty of drilling.

Attachments (list documents supporting change):

Change Order #2 Breakdown

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$211,450.50	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 07-22-12 Ready for final payment (days or date): 08-21-12
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: \$53,775.00	[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial completion (days): 120 Ready for final payment (days): 120
Contract Price prior to this Change Order: \$265,225.50	Contract Times prior to this Change Order: Substantial completion (days or date): 11-22-12 Ready for final payment (days or date): 12-22-12
Increase of this Change Order: \$46,700.00	Increase of this Change Order: Substantial completion (days): 120 Ready for final payment (days): 120
Contract Price incorporating this Change Order: \$311,925.50	Contract Times with all approved Change Orders: Substantial completion (days or date): 3-22-13 Ready for final payment (days or date): 4-22-13

RECOMMENDED:

By: Wm. J. Chm, P.E.

Engineer (Authorized Signature)

Date: 4-9-13

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: X

Contractor (Authorized)

Date: 4-9-13

Section 00 63 63

Change Order

No. 3

Date of Issuance: 04-04-13

Effective Date: 04-04-13

Project: Chase Lane Well	Owner: Centerville City	Owner's Contract No.: 11-148
Contract: Chase Lane Well	Date of Contract: 04-23-12	
Contractor: Peterson Brothers Drilling Co.	Engineer's Project No.: 11-148	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional development of well by surge and bail due to the excessive amount of sand that is entering the casings.

Attachments (list documents supporting change):

Change Order #3 Breakdown

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>211,450.50</u>	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): <u>07-22-12</u> Ready for final payment (days or date): <u>08-21-12</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>100,475.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial completion (days): <u>240</u> Ready for final payment (days): <u>240</u>
Contract Price prior to this Change Order: \$ <u>311,925.50</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>3-22-13</u> Ready for final payment (days or date): <u>4-22-13</u>
Increase of this Change Order: \$ <u>36,860.00</u>	Increase of this Change Order: Substantial completion (days): <u>30</u> Ready for final payment (days): <u>30</u>
Contract Price incorporating this Change Order: \$ <u>348,785.50</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>4-22-13</u> Ready for final payment (days or date): <u>5-22-13</u>

RECOMMENDED:

By: [Signature]

Engineer (Authorized Signature)

Date: 4-9-13

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]

Contractor (Authorized)

Date: 4-9-13

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 4

Date of City Council Meeting: May 7, 2013

Short Title: Chick-Fil-A Final Development Plan Approval

Initiated By: Staff

Scheduled Time: 7:25 (10 min.)

RECOMMENDATION

Review and approve final development plan for Lot 202 of the Centerville Corporate Park Subdivision, Amended, regarding proposed Chick-Fil-A restaurant for compliance with Governing Documents.

BACKGROUND

The City approved the lot split for the Centerville Corporate Park Subdivision, Amended ("Centerville Corporate Park Subdivision"), creating Lot 201 and Lot 202. The City has also approved conceptual site plan approval for the Chick-Fil-A restaurant on Lot 202. Any development within the Centerville Corporate Park Subdivision is subject to and must comply with various documents governing the project area ("Governing Documents"). The Governing Documents dealing with site plan development issues include: (1) the Parrish Lane Gateway Neighborhood Development Plan dated August 1, 1989, as amended by Amendment to the Parrish Lane Gateway Neighborhood Development Plan dated February 1, 2008; (2) the Conditional Use Permit for Planned Center dated May 10, 2000, as amended and superseded by Amended Conditional Use Permit for Planned Center dated April 8, 2009; (3) the Development Agreement between Centerville City and Dayton West, LLC dated May 24, 2000; and (4) the Grant of Easements and Restrictions dated June 23, 2000, as amended.

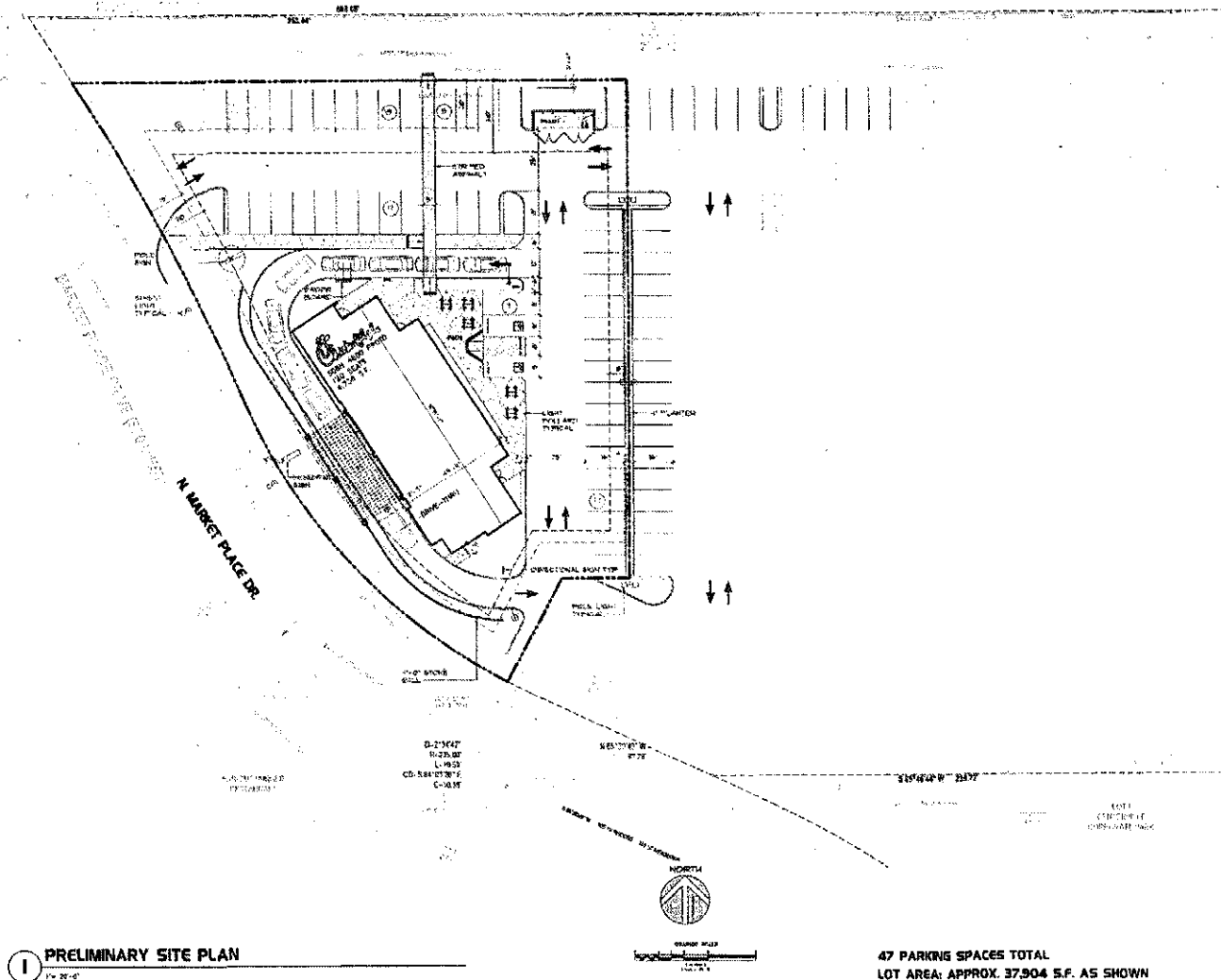
Pursuant to applicable provisions of the Governing Documents, the City Council and the RDA are required to review the site plan and proposed development on Lot 202 for compliance with the Governing Documents. **The City Council and RDA approved the conceptual development plan for the Chick-Fil-A on March 5, 2013, and are now requested to provide final development plan approval in accordance with the Governing Documents.** Final site plan is anticipated to be reviewed by the Planning Commission on May 22, 2013.

The City Council and RDA should provide Chick-Fil-A with the opportunity to present their proposed final development plan and architectural renderings. Staff can then provide a response and discuss any remaining issues. Staff recommends the City Council and the RDA review and approve the final development plan and architectural design for the proposed development of the Chick-Fil-A restaurant on Lot 202 of the Centerville Corporate Park Subdivision, Amended.

Recommended Action Item No. 4: *The City Council hereby approves final site plan and proposed development for the Chick-Fil-A restaurant for Lot 202 of the Centerville Corporate Park Subdivision, Amended.*

Attachments

Final Site Plan Report to Planning Commission
Final Site Plan Exhibits



C.R.H.O. 5200 Burlington Rd. Aliso Viejo, CA 92653-2958			
Revising:	Mark	Date	By
	△		
Revising:	Mark	Date	By
	△		
Revising:	Mark	Date	By
	△		
Name 500 N. MARKET PLACE DR. CENTERVILLE, UT			
SHEET 001 PRELIMINARY SITE PLAN			
VERSION: 8 DATE: 8-2012			
Job No.: 12.113 State: UT Date: 8-24-12 Drawn By: [blank] Checked By: [blank]			
SP-1			



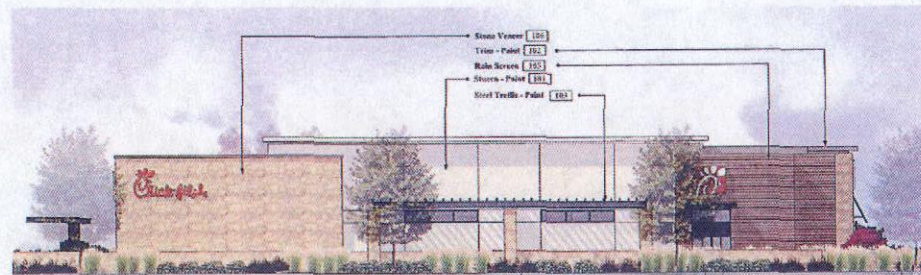
SOUTHEAST ELEVATION



NORTHEAST ELEVATION



NORTHWEST ELEVATION



SOUTHWEST ELEVATION



PRELIMINARY ELEVATIONS
Centerville, Utah

Note:
All steel and precast concrete equipment shall be located in
equipment wall with concrete base under by project walls.

COLOR AND MATERIAL LEGEND

- 100 Paint - Sherwin Williams - "SW7541 'Crescent Bay'"
- 101 Paint - Sherwin Williams - "SW7543 'Studio Tan'"
- 102 Paint - Sherwin Williams - "SW7543 'Studio Tan'"
- 103 Paint - Sherwin Williams - "SW7543 'Studio Tan'"
- 104 Concrete Awning - Sherwin Williams - "SW7543 'Studio Tan'"
- 105 Steel Trim - Paint - "Black"
- 106 Stone Veneer - Sherwin Williams - "SW7541 'Crescent Bay'"
- 107 Stone Veneer - Sherwin Williams - "SW7541 'Crescent Bay'"



C · R · H · O

Architect: Interior Planning
195 South 100 West Suite 200
Salt Lake City, Utah 84115
714 332 1524
FAX 714 332 1010



2. The applicant shall receive a conditional use permit approval for allowing the fast-food use subject to the standards found in Section 12-21-100 of the Ordinance, prior to or as part of any final site plan submittal.
 - **Staff Response:** Both applications were submitted on April 3, 2013
3. The final site plan submittal shall address the following:
 - a. The dumpster area to be relocated to a more suitable area of the site.
 - b. The dumpster area design including the use of materials, color and height of the walls and gate.
 - **Staff Response:** The dumpster enclosure has been moved to a new location north of the building and along the back parking row adjacent to the trail. Staff believes this location is acceptable and will not be in the way of general traffic flow in the area. The dumpster enclosure will consist of a CMU wall covered with a stucco to match the building. However, staff believes the stucco will not hold up well and may be damaged by the adjacent sprinklers and the winter elements. Staff is requesting that a different type of material be used that will still match the building, yet hold up to its surroundings. This information will need to be submitted as part of the building permit application.
 - c. The screening of any wall or roof-mounted utility service equipment.
 - **Staff Response:** This condition will still remain in effect and will be reviewed at the time of the building permit application when the roof and wall mounted equipment location is determined.
 - d. Indicate the location of any monument or free-standing signs that are being proposed.
 - **Staff Response:** The applicant has provided a detailed description and location of all proposed signage on site. The monument sign will be located in the landscaped area between the drive-through and the sidewalk. The sign will be 3 feet from the property line, a total of 6 feet including the base and 6.66 feet in length. The plans also appear to have a proposed pole sign on the property that is not an approved sign at this time. The applicant desires a text change to the Zoning Ordinance to allow for a freeway-oriented sign to be constructed on site. No construction of the sign may take place until a decision has been made by the Planning Commission and City Council. If the petition is denied, a new site plan must be submitted showing the removal of the pole sign.
 - e. The pedestrian pathway's design and use of materials to create a visual difference between the space for pedestrians and vehicles.
 - **Staff Response:** The pathway has been shown as being a 4-foot stamped concrete walkway from the sidewalk to the front of the building. The pathway clearly differentiates the space between pedestrians and vehicles. In addition, they have added a striped pedestrian pathway from the urban trail to the east side of the building. These pathways are an excellent addition to pedestrian circulation for the entire site.
 - f. The use of outside decorative lighting fixtures for building, pathway, and patio areas to enhance these public spaces.
 - **Staff Response:** Although the lighting location was shown on the plans, staff was unclear what the lighting is to be. Staff is requesting that this information be

submitted with the building permit. All decorative street lighting location and type will need to be reviewed by the Public Works Director to ensure they meet the City Standard. Parking lot lighting must match with existing lighting already found within the subdivision.

g. The building design's use of an additional lower level wainscot of the rock veneer.

- **Staff Response:** Since Chick-Fil-A had to reduce the size of the building in order to reconfigure the drive-through lane, they have also chosen to redesign the style of the building. They have selected a new proto-type that has a more modern design, while using a more rectangular appearance. The material on the building is stone veneer, reinforced fiberboard, stucco, glass, canvas awnings and a steel trellis. The colors appear to be earth tones in shades of ivory, tan and brown, with black being used as accents. Staff was hesitant with the initial review of the changes and believed it did not meet the Parrish Lane Guidelines, yet after Chick-Fil-A reworked some of the design, staff believed the architectural design was more in harmony with the required code design standards and that it will blend in well with the rest of the environment.

h. The use of a wall feature to be incorporated into the landscaping design along the Market Place street frontage.

- **Staff Response:** A 3-foot decorative rock wall will be installed in front of the building, wrapping its way around the west section of the drive-through lane. The rock is called Southtown Nephi Rock & Gravel and appears to be a tan natural type stone that matches the proposed rock on the building.

i. Provide the required percentage of parking lot landscaping and the required types of vegetation that is to be planted.

- **Staff Response:** The landscaping plan indicates 20.9% of the parking lot is found in landscaping and the required number of trees and shrubs will be planted. It appears they will have 8 trees and 30 shrubs in the parking lot.

j. The use of differing styles of light fixtures along Market Place Drive and the internal Corporate Park Development Area.

k. The required Parrish Lane Gateway Design Standards for landscape berming, streetlights, and sidewalk system relationships along Market Place Drive.

- **Staff Response:** As stated previously, the lighting location has been indicated, but the actual style of lighting has not. The applicant will need to address this detail at the time of the building permit application. The applicant has also met the standards for the Parrish Lane streetscape. All pedestrian lighting along the Chick-Fil-A frontage will need to be reviewed by the Public Works Director in regard to exact style and location.

4. The final site plan submittal shall coordinate the joint use of the access and parking patterns or be revised to function independently from one another.

- **Staff Response:** The conceptual design indicated the drive-through area going to the edge of the Chick-Fil-A property and utilizing the MTC property for traffic. However, the applicant has now modified the plans to ensure that they will function independently on the site.

FINAL SITE PLAN REVIEW - SECTION 12-21-110(e)

The final site plan conforms to the conceptual site plan with a few exceptions. These modifications include redesigning the drive-through as to allow all onsite circulation to stay on site. In addition, the building size has been reduced slightly as to make room for the drive-through area and the onsite landscaping. The plans show the site in great detail and clearly indicates how the entire property will be developed. At the time this report was written, the applicant had not yet submitted a storyboard, which must be submitted in time for the Planning Commission meeting. Upon review, staff has found that all applicable standards found within the Zoning Ordinance have been satisfied. Again, the applicant will still be responsible in posting any bonding and paying any professional service fees.

CONDITIONAL USE PERMIT REVIEW – SECTION 12-21-100**Evidence [12-21-100(e)(3)(A-D)]**

The proposed use for the Chick-Fil-A is a fast-food restaurant with a drive-through window. They will be located within the Centerville Corporate Park Subdivision adjacent to Market Place Drive. In addition, it will be located just east of In-N-Out Burger, McDonalds and Iggy's, which are all considered of the restaurant type. Chick-Fil-A desires this location since it has good freeway access, and is in close proximity to the Davis Cultural Arts Center and other shopping destinations. Chick-Fil-A can be well known for large amounts of traffic especially when they first open and then on weekends and during the lunch hours. The area will see a surge of traffic during the first few months of its opening and then will resume a normal rate of traffic after the newness has worn off. The location of Chick-Fil-A is ideal from a City standpoint, since it is located near other restaurants and in close proximity to the Davis Cultural Arts Center. Finally, the General Plan states: "...Centerville City should provide for the establishment and viability of commercial and industrial services in designated areas of the community" [12-430-1].

Factors to be Reviewed [12-21-100(e)(5)(A-K)]**Suitability and Harmony with the Proposed Site and Adjacent Property (A-C, F)**

As stated in the previous paragraph, this location for Chick-Fil-A is ideal for both the City and the applicant with freeway access and close to entertainment, office and shopping. It is also located near other restaurants and is in walking distance from the Davis Cultural Arts Center. Since it is away from the main traffic flow of Parrish Lane and Market Place Drive, adequate space for car travel has been identified off of Market Place Drive. It does not appear the new restaurant will harm the surrounding development. Within the immediate area, In-N-Out, McDonalds, the MTC, Davis Cultural Arts Center, Dairy Queen and Zion's Bank have conditional use permits. It appears the new Chick-Fil-A will be suitable at this location and will be in harmony with the surrounding community.

Impact on the Community and Safeguards to Minimize this Impact (D-E, G, I-K)

The economic impact on the surrounding community may be difficult to judge. It appears that with more restaurant choices in one location tends to help all restaurants to be successful. Chick-Fil-A can be well known for bringing a large amount of traffic into an area. This traffic may be beneficial to other local area businesses, yet may congest the MTC parking lot, during high volume peak times. The applicant has provided adequate space, according to Ordinance, for the

drive through with 11 staked cars. Yet this amount may not be enough during the grand opening events. Staff is requesting Chick-Fil-A create a traffic plan with the Centerville Police Department and inform the MTC of this plan. A traffic plan will help mitigate any traffic congestion that may occur for the first few days when they open.

Pedestrian traffic has also been accounted for with on site stamped-colored concrete from the main sidewalk to the front of the building and the striped pedestrian pathway from the urban trail to the front of the building.

Adequate Access, Parking, Lighting, Fire Protection and Vehicular Circulation (H)

The site plan indicates adequate fire protection, with a fire hydrant being placed directly in front of the building. All necessary utilities have been indicated and staff has received all applicable utility provider sheets. Again, it is recommended the applicant verify with the Public Works Director the exact spacing and connection for all pedestrian lighting along the Frontage Road. According to the site plan, it appears that adequate lighting has been designed for the parking and drive-isles. The site has adequate circulation and parking with 47 stalls being provided.

The physical impact on the community will be minimal. Chick-Fil-A will not produce noxious smells, noises or pollutants, or be harmful to the health, safety and welfare of the citizens within the community. The applicant has shown how the site will appear aesthetically pleasing and not be detrimental to the surrounding businesses. Special attention has been given to the street frontage with additional landscaping, a decorative wall, street trees and lawn.

CONCLUSION

Staff believes the layout of the site, have been well thought out and planned. The applicant has met the City Standards and the requirements for development within the Parrish Lane Gateway. It appears Chick-Fil-A will be a beneficial asset to the community. Any and all development on the Chick-Fil-A site must still comply with and be subject to all Governing Documents for the Centerville Corporate Park Subdivision, as amended, and all conditions of lot split approval for the subdivision. The applicant will be required to submit for a building permit and sign permit application, prior to any construction taking place.

PLANNING STAFF RECOMMENDATIONS

FINAL SITE PLAN

PROPOSED ACTION: I hereby make a motion for the Planning Commission to approve the final site plan for the Chick-Fil-A Restaurant located at 540 North 800 West, with the following conditions:

1. A bond shall be posted for all onsite and offsite improvements prior to receiving a building permit.
2. A building permit shall be submitted prior to any construction taking place.
3. Indicate a differing out material for the dumpster enclosure at the time of building permit submittal.
4. Applicant shall seek a text change to the Zoning Ordinance for the purpose of a freeway-oriented sign, prior to the construction of a pole sign. If the request is not approved, the

applicant shall resubmit a final amended site plan to City Staff with the notation of the pole sign being removed.

5. A lighting plan shall be submitted with the building permit, indicating the style of lighting on the building and within the parking lot and landscaped area.
6. The applicant shall review the exact location and style for all Parrish Lane pedestrian lighting with the Public Works Director.
7. Any and all development on Lot 202 shall comply with and be subject to all Governing Documents for the Centerville Corporate Park Subdivision, as amended, and all conditions of lot split approval for the subdivision, including, but not limited to, the Parrish Lane Gateway Neighborhood Development Plan, the Grant of Easements and Restrictions for the Centerville Corporate Park Subdivision, the Development Agreement, the Agreement and Option Agreement for Private Development, the Conditional Use Permit for Planned Center, as such documents have been or may be amended from time to time ("Governing Documents").
8. Any and all development on Lot 202 shall comply with applicable City Ordinances, including, but not limited to the Parrish Lane Gateway Design Standards.
9. The Assignment and Assumption Agreement for the Centerville Corporate Park Subdivision Governing Documents dated February 13, 2013, by and between Centerville City, the Redevelopment Agency of Centerville City, Dayton West, LLC, and Chick-Fil-A, Inc. shall be recorded against the property prior to the issuance of any building permits for Lot 202. Applicant shall provide evidence of such recording to the City Recorder.
10. Applicant shall obtain acceptance of the final development plan for development of the Chick-Fil-A on Lot 202 by the RDA and City Council under the Governing Documents prior to the issuance of any building permits for Lot 202.

SUGGESTED REASONS FOR THE ACTION:

1. The applicant has submitted a complete final site plan application [12-21-110(e).
2. The final site plan conforms to the accepted conceptual plan.
3. All the standards of approval have been reviewed and were found to be acceptable [12-21-110(f)].
4. Freeway-oriented signs are not allowed within this area and would require a petition for a Zone Text Amendment prior to any freeway oriented sign type to be constructed [12-54-120(b)(4)].

CONDITIONAL USE PERMIT

PROPOSED ACTION: I hereby make a motion for the Planning Commission to approve the conditional use permit for the Chick-Fil-A Restaurant located at 540 North 800 West, with the following conditions:

1. The site located at 540 North 800 West shall be approved for Chick-Fil-A, a fast-food restaurant with a drive-through.
2. A traffic plan shall be created and reviewed by the Centerville Police Department and the MTC to coordinate the grand opening and high volume peak times. This shall be accomplished prior to receiving final occupancy.
3. The applicant shall follow the approved final site plan dated April 3, 2013.

4. All necessary bonding must be posted prior to construction.
5. The applicant shall receive a building permit prior to construction.
6. All sign approvals and permits shall be issued prior to the construction of any onsite construction.
7. Any and all development on the Chick-fil-A site shall comply with and be subject to all Governing Documents for the Centerville Corporate Park Subdivision, as amended, and all conditions of lot split approval for the subdivision.

SUGGESTED REASONS FOR THE ACTION:

1. A complete conditional use permit has been submitted [12-21-100(d)(1)].
2. The use of a fast-food restaurant with a conditional use permit is allowed with the approval of a conditional use permit within in the Commercial-Very High (C-VH) Zone [12-36].
3. Traffic during the grand opening and during peak operating times has been determined to create an impact on the surrounding businesses and must be mitigated [12-21-100(e)(5)(G)].

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY WILL HOLD A PUBLIC MEETING AT 7:35 P.M. ON TUESDAY, MAY 7, 2013 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Meetings of the Centerville Redevelopment Agency Board may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Blaine Lutz, Centerville Finance Director, at 295-3477, giving at least 24 hours notice prior to the meeting.

Tentative
Time:

7:35 **A. ROLL CALL**

B. MINUTES REVIEW AND ACCEPTANCE – April 2, 2013 RDA meeting

C. NEW BUSINESS

1. Review and approve final development plan for Lot 202 of the Centerville Corporate Park Subdivision, Amended, regarding proposed Chick-Fil-A site plan and development for architectural review and compliance with Governing Documents
2. Review and approve Assignment and Assumption Agreement between the Redevelopment Agency of Centerville City, Mackey Investments Centerville, LC, and WRC Assets, LLC, regarding development of Lot 2 of the Centerville Gateway Subdivision, also known as the Island Parcel, located at approximately 782 West Parrish Lane
3. Proposed RDA FY 2014 Budget
 - a. Staff presentation
 - b. Adopt FY 2014 RDA Tentative Budget and set date for public hearing

D. ADJOURNMENT

Steve H. Thacker
Executive Director











CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 5

Date of City Council Meeting: May 7, 2013

Short Title: Proposed Budget for FY 2014

Initiated By: City Manager and Finance Director

Scheduled Time: 7:50 (30 min.)

RECOMMENDATION

Accept the Proposed Budget as the "Tentative Budget" for FY 2014; schedule a public hearing on June 4 to receive public comment on the Tentative Budget; and schedule budget work sessions, as needed before adoption of the Final Budget.

BACKGROUND

State law requires the Council to take the following steps in adopting an annual budget:

- Receive Proposed Budget by first regular meeting in May
- Adopt "Tentative Budget" and set date of a public hearing
- Hold a public hearing
- Adopt Final Budget by June 22

The City Council may accept the Proposed Budget as the Tentative Budget or may make changes before doing so. Upon adoption of the Tentative Budget, Council should establish a date for a public hearing. The City Council may still make changes after adoption of the Tentative Budget. Therefore, the City Manager recommends the Council adopt the Proposed Budget as the Tentative Budget, realizing the Council may not agree with everything in the Proposed Budget. Staff will prepare a budget summary and notice of public hearing, which will be mailed to residents later in May.

The City Manager recommends the City Council meet in a budget work session some time to discuss salary guidelines and other issues with impact on the FY 2014 Budget, followed by a public hearing on June 4. A final document will then be prepared for adoption in the City Council's regular meeting on June 18, prior to the statutory deadline of June 22.

The City Council agenda shows the Council adjourning into an RDA meeting after item #4 and prior to the Proposed Budget topic in #5. The RDA Board will go through a similar procedure to adopt a Tentative Budget for FY 2014.

The Council may not receive the Proposed Budget in advance of the Tuesday meeting.

Marsha Morrow

From: Brian McKenzie [bmckenzie@co.davis.ut.us]
Sent: Friday, May 03, 2013 10:12 AM
To: Kim Coleman; Marsha Morrow; Nancy Dean; Dennis Cluff; Holly Gadd; Brandon Green; Linda Ross; Thieda Wellman; Linda Horrocks; Erika Ahlstrom; Cassie Brown; Heidi Voordeckers; Misty Rogers; Alan Low
Cc: Steve Rawlings; Pat Beckstead
Subject: Vote By Mail Option
Attachments: ByMail Option2013.pdf

Dear City Recorders,

We would like to let you know the County has decided to offer a Vote By-Mail option to all cities. Attached you will find details about this proposal. Please take some time to review this information with your Mayors, City Managers, and Council. We realize that many of you will need to take this before your council. To allow adequate time for this we ask that you respond back by May 31st at the latest if your city is interested in this option.

Voting by-mail is a great option for many of our voters already. In the 2012 election we processed over 20,000 by mail ballots and this number continues to increase. We are confident in the process and the safeguarding procedures in place to ensure the integrity of the election, and the voters right to a secret ballot.

We hope that the included documents with this email will answer many of the questions that may arise, if not, we are here and happy to help.

In the mean time we will continue to move forward with your polling location election plans until we hear otherwise.

This will be an exciting election year and we are happy to be working with each of you.

Sincerely,

Brian D. McKenzie, CERA
Election Technician
Davis County Clerk/Auditor
801-451-3508

Dear Recorders:

Recently we contacted you, asking your feelings in regards to a possible proposal related to conducting an all by-mail election for your 2013 Municipal Elections. The majority of your responses were favorable to the idea and we have determined it merits moving forward with an official proposal.

Proposal: Davis County would contract with each City to administer their 2013 General Election and conduct it entirely by-mail. Primary elections may also be considered and would be determined on a case by case basis. Each City would pay the expense provided in our original estimate of administering your election using polling locations. There would be no additional cost to the City.

City Benefits: Reports have shown in many jurisdictions a significant increase in voter participation. Cities would not be required to conduct early voting. Pre-Canvas election results would be released shortly after 8pm Election Night.

County Benefits: This will also help us determine if this option may be used during County and State elections to increase voter participation. The data gathered will be used for a state wide study on the benefits of by-mail elections. This will also help in evaluating processes to increase efficiencies and lower future election costs.

Each of you may have questions regarding voting by-mail. We also recognize that your City Managers, Mayors and City Council will also have questions. We have included a document with this proposal that will help answer many common questions, please share this information with all involved. We are happy to answer any other questions you may have.

Vote By-Mail/Absentee

The Path Of Your Ballot



1. A registered voter fills out a request for a by-mail ballot. Or a jurisdiction may choose to conduct an election entirely by-mail.

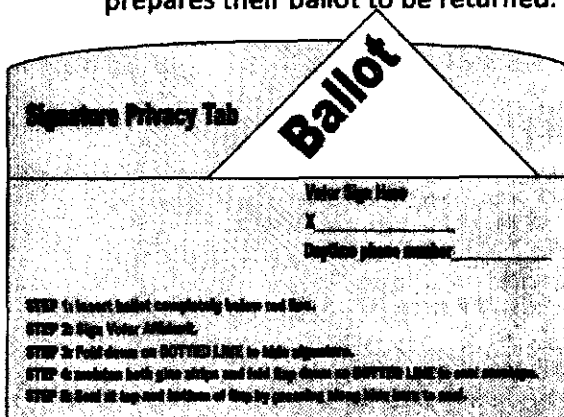
2. The ballot packet is prepared, it includes:

- Outer envelope
- Inner return envelope
- Ballot

Ballot packets are mailed out 45 days prior to the election for military and overseas voters and 28 days prior for all other voters.

3. The US Postal Service delivers the ballot packet to each by-mail voter.

4. The voter makes their selections on the ballot and places the voted ballot in the envelope. Following the simple 5 steps process, listed on the envelope, the voter prepares their ballot to be returned.



5. The voter places a stamp on the return envelope, or if it is an entirely by-mail election the postage is pre-paid, and mails the ballot to the County Clerk's Office.

6. Upon return the ballot is placed in a batch for processing with other returned ballots. The County Clerk will:

- Scan the barcode on the envelope label, creating a return log and a voter history for the voter, which ensures that only one ballot is returned for each voter.

7. The privacy tab of the envelope is opened revealing the signed affidavit, but maintaining the ballot sealed in the envelope.

Every signature is compared to the signature that is associated with the voter's registration. The ballots are then sorted into precincts.

8. The following steps are completed by three separate election personnel to ensure the secrecy of the ballot.

- The envelope is opened, the ballot removed and separated from the envelope remaining folded.
- The ballot is confirmed that it's in the correct precinct
- The ballot is unfolded and prepared for tabulation.

9. Election personnel will hand count and record on a tabulation reconciliation form the number of ballots in the precinct. The operator will verify the hand counted total to the total of ballots counted by the tabulation equipment.

= Frequently Asked Questions



What happens if the postal service cannot deliver the ballot?

A ballot will never be forwarded by the Postal Service. All ballots determined undeliverable are returned to the Clerk's Office.

.... a forwarding address is provided

Address is in the County/City

The election officer will disqualify the initial ballot and send a new ballot to the voter along with a provisional ballot form. The voter will be required to provide valid voter identification which requires proof of identity and proof of residency.

Address is in another State/County/City

The election officer will record the ballot as undeliverable and hold the ballot unopened for the required retention period as prescribed in State Code. The voter will be placed on the inactive list and a confirmation will be send to the voter; this begins the process of removing the voter from the registration rolls.

.... a forwarding address is NOT provided

Unrecognized name or address

The election officer will verify the address with the address on file. If there was a data entry mistake, the ballot packet is resent. If no error can be detected, the election officer will record the ballot as undeliverable and hold the ballot unopened for the required retention period as prescribed in State Code. The voter will be placed on the inactive list and a confirmation will be send to the voter; this begins the process of removing the voter from the registration rolls.



What happens if a person does not receive a ballot?

Voters who have not received, have lost, or damaged their ballot may request a replacement ballot.

.... if the voter is registered in the County

If the voter is registered in the county and the voter's ballot has not already been received, and the absentee ballot application deadline described in Section 20a-3-304 has not passed, a replacement ballot is issued and the initial ballot is disqualified.

.... if the voter is NOT registered in the County

If a voter is not registered in the County but is registered in the State, and the absentee ballot application deadline described in Section 20a-3-304 has not passed, a ballot will be sent to the voter along with a provisional ballot form. The voter will be required to provide valid voter identification which requires proof of identity and proof of residency.

If a voter is not registered in the in the County or the State and the registration deadline has passed as described in Section 20a-2-201, the voter may register to vote, but will be ineligible to participate in this election.



What happens if there is no signature on the affidavit or the signature is in question?

Every signature is compared with the signature associated with the voter's registration.

.... if there is no signature?

The election officer will make every effort to contact the voter and provide them an opportunity to come to the election office and sign the ballot. If the election officer is unable to contact the voter or if the voter is unable to come to the election office and the absentee ballot application deadline described in Section 20a-3-304 has not passed then the election officer will immediately send another absentee ballot to the voter and disqualify the initial by-mail/absentee ballot.

.... if the signature doesn't match?

As required by state law:

If the election officer questions the authenticity of the signature on the absentee ballot, the election officer shall immediately contact the voter to verify the signature. If the election official determines that the signature on the absentee ballot does not match the voter's signature that is maintained on file, the election officer shall: unless the absentee ballot application deadline described in Section 20a-3-304 has passed, immediately send another absentee ballot to the voter and disqualify the initial by-mail/absentee ballot.