

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 July 16, 2013 Council Meeting
date: July 11, 2013

5:30 **Work Session** – The City Council will meet in a work session at 5:30 p.m. for two topics: 1) a review and discussion of pedestrian crossing data collected by City staff; and 2) training from Blaine Lutz on the NovusAgenda management program. **Dinner will be available beginning at 5:15 p.m.**

The Police Chief has received requests from residents and school representatives to enhance the safety of pedestrian crossings at several locations in the city. In order to provide objective data on which to base such decisions, staff have tabulated pedestrian counts at 14 locations in the city. Upon review of this data, the Police Chief and I recommend additional signage at two locations—Chase Lane /400 West and Bellano/ 400 West. However, we do not believe that more expensive pedestrian features are warranted at these crossings. The enclosed Staff Report includes a spread sheet showing the raw data collected at each of the 14 locations and related notes summarizing that data. Also enclosed are some signage options researched by Chief Worsley, which he will refer to at the work session.

Hopefully the Council can address the pedestrian crossing subject within 30 minutes in the work session so the remainder of the time can be used by Blaine Lutz to begin training City Council in the use of the NovusAgenda management program.

7:00 **Regular Council meeting**

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

E.2 **Summary Action Calendar**

- a.** **Assignment and Assumption Agreement** – A redivision of Lot 4 into four separate lots was recently approved by the City Council. However, before that plat can be recorded, the parties need to execute an Assignment an Assumption Agreement with the City, in which they accept the obligations of the original Development Agreement pertaining to the Legacy Crossing Development.
- b.** **Waterline Bid Awards** – The City Engineer has obtained bids for construction of a waterline to serve MTC's second office building and the Chick-Fil-A restaurant. MTC has already paid a deposit for this waterline.

- E.8. **Mayor's Report** – Mayor Russell may wish to report on several subjects, including the outcome of the Fire Agency's hiring of a new fire chief, and the success of the recent July 4th Celebration.
- E.9. **City Manager's Report** – I propose August 20 as the date for an RDA/ACB meeting pertaining to the Performing Arts Center. In this meeting Bountiful and Centerville officials will review CenterPoint's audit report for the year ending December 31, 2012 and its financial report for the first six months of 2013. The RDA/ACB members will also consider a proposal pertaining to CenterPoint's contributions for construction of the facility.
- I will also seek direction from the Council regarding utility bill inserts during the next few months for election purposes.
- E.10. **Miscellaneous Business** – City Recorder Marsha Morrow has submitted the enclosed list of poll workers for the 2013 Municipal Primary and General elections. This list must be approved by the City Council.
- E.11. **Closed meeting** – The Mayor will convene the City Council in a closed meeting to conduct my annual performance review. The Mayor may also recommend appointments to boards and committees.

Potential Agenda Items for August 6 regular City Council Meeting (subject to change):

- Public hearing – Zoning Code Text Amendment re Chapter 12-23, Enforcement
- Woods Park Subdivision final plat
- Consider ordinance prohibiting the feeding of deer in Centerville
- Park Pavilion Policies and Reservation Application
- Chapel Ridge Cove Amended Plat
- CDBG grant contract
- Bid award for CDBG project (Riviera Townhomes street and drainage improvements)
- Public hearing – Culinary Water Impact Fee Facilities Plan/Analysis

mlm

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 P.M. ON TUESDAY, JULY 16, 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:

5:30 Work session

- 1) Review pedestrian crossing data collected by staff
- 2) NovusAgenda training

7:00 A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT – Councilman John Higginson

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 – July 2, 2013 meeting

7:10 2. Summary Action Calendar

- a. Approve Assignment and Assumption Agreement for Legacy Crossing Lot 4

(OVER)

- b. Award bids for MTC Lot 2 waterline to Ferguson Enterprises in the amount of \$14,906.54 (with tax) and to Kilgore Contracting in the amount of \$42,769

7:15 3. Public Hearing - Chitose Johnson Subdivision Final Plat (redivision of Lot 2 Bangerter Subdivision) – 200 East 1200 South

7:25 4. Approve UTA Rail Corridor Use Agreement for D&RGW Trail

7:35 Adjourn to RDA meeting

7:55 5. Consider Ordinance No. 2013-09 adopting the Barnard Creek Community Development Project Area Plan, as approved by the Redevelopment Agency of Centerville City, as an official Community Development Project Area Plan, and directing that notice be given

8:00 6. Consider Resolution No. 2013-18 approving an Interlocal Cooperation Agreement between the Redevelopment Agency of Centerville City and Centerville City for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Project Area

8:05 7. Review Culinary Water Impact Fee Facilities Plan/Analysis

8:50 8. Mayor's Report
 a. Fire Agency
 b. July 4th Celebration

9:00 9. City Manager's Report
 a. Set date for RDA/ACB meeting
 b. Utility bill insert regarding elections

9:10 10. Miscellaneous Business
 a. Approve list of poll workers for 2013 municipal primary and general election

9:20 11. Closed meeting for annual performance review of City Manager and 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.

9:20 13. Possible action following closed meeting re City Manager compensation, and appointments to boards and committees

F. ADJOURNMENT

Marsha L. Morrow, MMC
Centerville City Recorder

Preliminary Draft

Minutes of the Centerville **City Council** meeting held Tuesday, July 2, 2013 at 7:02 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Council Members Ronald G. Russell, Mayor
Justin Y. Allen
John T. Higginson
Sherri Lyn Lindstrom
Lawrence Wright

MEMBER ABSENT

Ken S. Averett

STAFF PRESENT

Steve Thacker, City Manager
Blaine Lutz, Finance Director/Assistant City Manager
Lisa Romney, City Attorney
Cory Snyder, Community Development Director
Katie Rust, Recording Secretary

VISITORS

Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT

Mayor Ron Russell

OPEN SESSION

George McEwan – Mr. McEwan asked if the \$163,000 budgeted for the UTOPIA operating assessment reflects the 3.52% UIA rate or the 3.3% UTOPIA rate. He is wondering if Centerville is paying more than its fair share. Steve Thacker, City Manager, responded that the \$163,000 is based on the 50/50 formula arrived at as a compromise to cover operating expenses. Last year the Council approved funding based on the 3.5%. For FY 2014 the Council has approved the amount based on the 50/50 formula.

PUBLIC HEARING – LEGACY CROSSING DEVELOPMENT AT CORNER OF PARRISH LANE AND 1250 WEST – LOT 4 – REAPPROVAL OF FINAL SUBDIVISION PLAT

The developer of the Legacy Crossing at Parrish Lane desires to re-subdivide Lot 4 of their development into four lots. The prior approval of this action has expired. Additionally, the Planning Commission has also approved a master final site plan for the entire proposed subdivision. At 7:07 p.m. Mayor Russell opened a public hearing, and closed the public hearing seeing that no one wished to comment.

Councilman Allen made a **motion** to reapprove the final subdivision plat and plans for re-subdividing the Legacy Crossing Development Lot 4, subject to the conditions and findings recommended by the Planning Commission. Councilwoman Lindstrom seconded the motion, which passed by unanimous vote (4-0).

Conditions:

1. Lot 4 shall be subdivided into Lots 401-405 following the final plat dated September 28, 2012.

2. The city engineer and attorney shall recommend the appropriate mechanism to ensure that the detention pond lot is adequately protected for its perpetual use for the entire Legacy Crossing project. Developer shall comply with the recommendations and provide appropriate documentation for the detention issues prior to recording the final plat.
3. A bond shall be assessed and posted with the City by the applicant for public improvements prior to recording the final plat.
4. The final plat shall be approved by the City Council and recorded at the Davis County Recorder's Office prior to the issuance of a building permit.
5. The applicant shall work with all utility companies in regard to the placement of lines, cables and pipes.
6. The applicant shall continue to work with the City Engineer in regard to all drainage and engineering issues relating to all onsite improvements, throughout the construction process.
7. All professional service fees and applicable development fees shall be paid.
8. The detention pond/basin shall all be in one parcel, not part of Lot 401, and the final plat shall be revised to show this change.

Findings:

- a) The preliminary plat and final plat follow the approvals and design of the conceptual subdivision acceptance [March 28, 2012].
- b) The preliminary and final plat applications and submittals follow the criteria and regulations of the Subdivision Ordinance [Chapter 15-3, Chapter 15-4].
- c) The approved subdivision of Lot 4 appears to be in harmony with the Development Agreement [September 28, 2010].

**PUBLIC HEARING – CODE TEXT AMENDMENT – SIGNS IN PARRISH GATEWAY
AREA – CONSIDERATION OF ORDINANCE NO. 2013-08**

Properties in a certain geographical area north and south of Parrish Lane with frontage along the freeway are allowed by the Sign Ordinance to have freeway-oriented signs up to 60 feet in height. The General Plan allows for a gradual decrease in sign height moving east to Main Street. The Ordinance currently allows for 25-foot signs with digital content in the area one block east of the properties with freeway frontage. Chick-Fil-A, in the Marketplace Subdivision, is requesting the ordinance be changed to allow freeway-oriented signs up to 50-feet in height and 165 square-feet in size, without digital content, in a second tier east of the freeway to allow freeway visibility. Cory Snyder, Community Development Director, explained that the request retains the current restriction of no freeway-oriented signs on Parrish Lane and Marketplace Drive, but would allow freeway-oriented signs on the Frontage Road. The Planning Commission has recommended the Council approve the request with the stated parameters. Councilman Wright asked if a 50-foot sign would be visible from the freeway. Mr. Snyder stated the applicant has shown there would be freeway visibility. The 50-foot sign allowance would replace the 25-foot sign allowance, and would not increase the number of signs allowed on a property.

Robert Lombardi, on behalf of Chick-Fil-A, confirmed that a 50-foot sign would be visible from the freeway. He explained that Chick-Fil-A feels it is important to comply with the General Plan guidelines. He read aloud the General Plan guidelines, and explained Chick-Fil-A is not requesting a 60-foot sign height because they do not feel it would comply with the gradual decrease in sign height guideline. However, they also do not feel that the step down from 60 feet to 25 feet is gradual. They feel the requested 50-foot height, the reduced size of 165 square-feet, and the lack of digital content is consistent with the General Plan. Chick-Fil-A

1 would like to be successful in Centerville for the next several decades, and they believe the
2 ability to attract freeway business will be critical to ensure viability. Their property is not freeway
3 adjacent, but is certainly freeway visible.
4

5 Councilman Wright asked how the Chick-Fil-A sign would be oriented. Mr. Lombardi
6 responded the sign would most likely be perpendicular to the freeway, and would comply with
7 the conditions raised by the Planning Commission. He does not believe their proposed sign
8 would contribute to visual clutter. Chick-Fil-A believes the request is fair, reasonable, and
9 rational. Mr. Lombardi introduced the operator for the Centerville Chick-Fil-A store, Kelly Smith.
10 Ms. Smith stated she feels this will be a great opportunity to become part of the community, and
11 she believes a freeway-visible sign will be very important to capture business from the freeway.
12 Councilman Allen referred to the Planning Commission minutes in which the Commission
13 discussed allowing 45-feet versus 50-feet. Councilman Allen asked if 45-feet would be
14 sufficient. Mr. Lombardi responded that after conducting a visibility exercise they are confident
15 that 50-feet will be necessary to be seen over existing buildings.
16

17 At 7:39 p.m. Mayor Russell opened a public hearing.
18

19 Russ Smith – Mr. Smith is a representative of Wendy's. He stated that Chick-Fil-A is a
20 formidable competitor from a development standpoint. He feels Chick-Fil-A runs a great
21 operation and will be a good neighbor. Mr. Smith expressed support for the amendment
22 request.
23

24 Tami Fillmore – Ms. Fillmore is a member of the Planning Commission and a citizen of
25 Centerville, speaking at the Council meeting as a concerned citizen. She feels the topic of signs
26 is a tricky issue, with a lot of push and pull between businesses and the City. There will always
27 be push for more signage from businesses, and she feels there needs to be a good balance
28 between push and pull-back from community. She read aloud a portion of the General Plan,
29 and stated she feels it is very clear that signs should be tightly controlled to avoid clutter. She is
30 grateful for the pullback on the push for more signage. She appreciates the viable businesses
31 that have come to Centerville, but she appreciates the direction taken with newer development
32 with lower, conglomerated signage. Ms. Fillmore feels that the height allowed next to the
33 freeway would feel very different even one block away. In her opinion it is the definition of
34 clutter to add height and more individual sign poles. She stated there is usually a zoning buffer
35 between residential and commercial development which is lacking in this situation, and she
36 feels if it had been required to be noticed in the usual way there would have been more
37 pushback from neighbors of the property. Ms. Fillmore feels making a decision opposite to the
38 direction of the General Plan is very serious and asked the Council to take it as such.
39

40 Stephanie Ivie – Ms. Ivie stated she appreciates the different points of view. She agrees
41 with the pushback, but also feels Chick-Fil-A has done an excellent job of staying consistent
42 with the General Plan. She supports Chick-Fil-A's application.
43

44 Mayor Russell closed the public hearing at 7:48 p.m. The Mayor stated he was on the
45 Council when the Sign Ordinance was adopted. The idea of the ordinance was to have the
46 taller signs near the freeway, reducing in size moving east into the city. Looking back he feels it
47 was a wise policy, but Parrish Lane has developed considerably, and he feels a 50-foot sign
48 would not seem as out of place now as it would have then. Businesses clustered around the
49 interchange are dependent on freeway traffic, and it is a competitive disadvantage to those who
50 do not have freeway frontage and visibility from the freeway. Mayor Russell supports the
51 amendment application.
52

1 Councilman Wright stated the General Plan is a working document that will change over
2 time. He feels it is important to continue to develop the area consistently and fairly, and stated
3 he is in support of the application. Councilman Higginson feels the business buildings will
4 basically hide the sign from the rest of the city. He has looked closely at the issue considering
5 the close vote on the Planning Commission level. He feels the requested 50-feet is in line with
6 the definition of gradual, and is consistent with what people would expect to see. Councilman
7 Allen stated he likes the trade-off of more height and no digital display. He feels it is important
8 to be sensitive to the homes nearby, and believes the application to be a good compromise.
9 Councilman Allen believes the General Plan provides enough allowance to approve the
10 application. Councilwoman Lindstrom asked for clarification regarding where the signs would
11 be allowed. Staff confirmed they would be prohibited on Parrish Lane and Marketplace Drive,
12 and allowed on the west side of the islands on Frontage Road. Councilwoman Lindstrom
13 mentioned the concern that businesses east of Marketplace Drive would next apply for
14 amendments to get better signs. Mr. Snyder stated that Commissioner Hirschi voiced the same
15 concern. Councilwoman Lindstrom stated she suspects the number of signs in that corridor will
16 change quickly if the application is approved. Cory Snyder responded there are five businesses
17 that could take advantage of the amendment in the second tier area. Councilwoman Lindstrom
18 stated she has reservations, but she knows that a lot of people are happy Chick-Fil-A is coming
19 to Centerville.

20
21 Councilman Allen made a **motion** to adopt Ordinance No. 2013-08 amending
22 subsection 12-54-120(4) of the Centerville City Zoning Ordinance regarding freestanding
23 freeway-oriented signs in the Parrish Lane Gateway Commercial District. Councilman
24 Higginson seconded the motion, which passed by majority vote (3-1), with Councilwoman
25 Lindstrom dissenting. Mr. Lombardi stated construction is expected to begin in the latter-part of
26 August.

27 28 **PROPOSAL TO REHABILITATE "V" ON MOUNTAINSIDE** 29

30 Bryce Trump, and his son, Ryan Trump, were in attendance to explain their proposal to
31 rehabilitate the "V". Ryan Trump, an Eagle Scout candidate and grandson of the man who
32 originally worked with students at Viewmont High School to develop the "V" on the Centerville
33 hillside, explained his desire to rehabilitate the "V". He has contacted different groups who will
34 be able to help with the three-phase project. The first phase would include installing steps to
35 the "V" to increase safety. The dirt around the "V" has eroded significantly, and the project
36 would include reinforcing the "V" to prevent parts from falling away. Finally, if enough funds are
37 available, he proposes restoring the hillside around the "V". He has met with student body
38 officers who have indicated they are willing to work with the Trumps to make it happen. The first
39 two phases will require more than \$10,000, but no City funds are being requested. When the
40 project is completed, he intends to use any remaining funds to set up a preservation committee
41 to maintain the "V" moving forward. Mr. Thacker reported he recently visited the "V", and
42 confirmed it is in need of rehabilitation. Mr. Thacker stressed that volunteers on the project
43 would not be official volunteers of the City, to protect the City from any liability. The City
44 Engineer has offered his volunteer services as a civil engineer.

45
46 Councilman Allen suggested it would be nice to make the "V" more accessible from the
47 City trail system. Mr. Thacker stated safety and the proximity to the gun range would need to be
48 considered. Councilman Higginson is a Viewmont graduate who has whitewashed the "V" in the
49 past, and would like to be involved in some way. He suggested it would be fun to have
50 something on the City website showing the progression of the project. Bryce Trump stated the
51 project is personal for him, since his father was involved in the original project, and he has spent
52 a lot of time setting up the rehabilitation project. Mr. Trump does not think raising funds will be a

1 problem. Mayor Russell stated he thinks the project is a good idea that obviously has the
2 support of the Council. The City Attorney stated there are a number of related issues to look
3 into before staff brings back a document for Council approval. Rehabilitation of the "V" will be a
4 multi-year project. Councilwoman Lindstrom complimented Ryan Trump on his presentation
5 and stated she feels the "V" is a critical icon for the community.

6
7 **MINUTES REVIEW AND APPROVAL**
8

9 The minutes of the Tuesday, June 11, 2013 budget work session and the June 19, 2013
10 Council meeting were reviewed. Councilwoman Lindstrom made a **motion** to approve both sets
11 of minutes. Councilman Allen seconded the motion, which passed by unanimous vote (4-0).
12

13 **MAYOR'S REPORT**
14

- 15 • The Fire Agency is still in the process of hiring a new fire chief.
- 16 • The Mayor has met with the 4th of July celebration organizers and reported that
17 festivity preparations are on track. He relayed the Parade Committee's preference
18 that the parade not become a campaign platform.
19

20 **CITY MANAGER'S REPORT**
21

22 A work session regarding the Water System Impact Fee Facilities Plan/Analysis may be
23 held prior to the next Council meeting on July 16, 2013.
24

25 **ADJOURNMENT**
26

27 At 8:33 p.m. Councilman Allen made a **motion** to adjourn the meeting. Councilwoman
28 Lindstrom seconded the motion, which passed by unanimous vote (5-0).
29
30
31
32

33
34 _____
35 Marsha L. Morrow, City Recorder
36
37
38
39

Date Approved

40 _____
Katie Rust, Recording Secretary

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. Work Session No. 1

Date of City Council Meeting: July 16, 2013

Short Title: Review Pedestrian Crossing Data

Initiated By: Staff

Scheduled Time: 5:30 (30 min.)

RECOMMENDATION

Review pedestrian crossing data collected by staff at 14 locations in the city. Consider staff's recommendations for signage enhancements and give pertinent direction on how to proceed.

BACKGROUND

In the past few years the Police Chief has received pressure from residents and school officials to improve safety at pedestrian crossings in several locations. In order to make decisions based on objective data, the City Manager recommended a voluntary intern be used to count pedestrians at 14 locations throughout the city. The time periods chosen for each location were based on judgments as to when the busiest times would be. For example, at Chase Lane and 400 West staff selected time periods when children were going to and from school. The data collected by the intern is displayed in the enclosed spread sheet. He also prepared the enclosed Crosswalk Notes, which summarize the raw data from the spread sheet. The Crosswalk Notes also contain the recommendations of staff as to whether any enhancements should be made at these locations.

The Police Chief has researched possible ways to enhance the safety of pedestrians at those locations that may merit some additional attention. At this time the Police Chief recommends additional signage at only two locations: 1) Chase and 400 West; and 2) Bellano and 400 West. Chief Worsley will show some photos of places he has seen this type of signage used in other communities. The Chief has also, with the help of Public Works, researched the cost of more expensive pedestrian safety equipment—particularly, the push-button flashing lights. He does not believe these more expensive features are warranted. Both the Police Chief and the intern who gathered the data (Albert Seabright) will be at the work session to answer questions. Staff is hoping this matter can be dealt with in the first 30 minutes of the work session to allow the remainder of the work session to be devoted to NovusAgenda training.

Neal Worsley

From: Adam Wilson <adam@safetysupplyandsign.com>
Sent: Wednesday, July 10, 2013 9:00 AM
To: Neal Worsley
Subject: Signs

Neal

Are any of these the signs you are were talking about in your voicemail?



R1-5



R1-5a



R1-5b



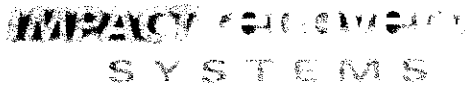
R1-5c

Adam Wilson
O: 800.999.9875
M: 801.750.4942
F: 801.973.8044



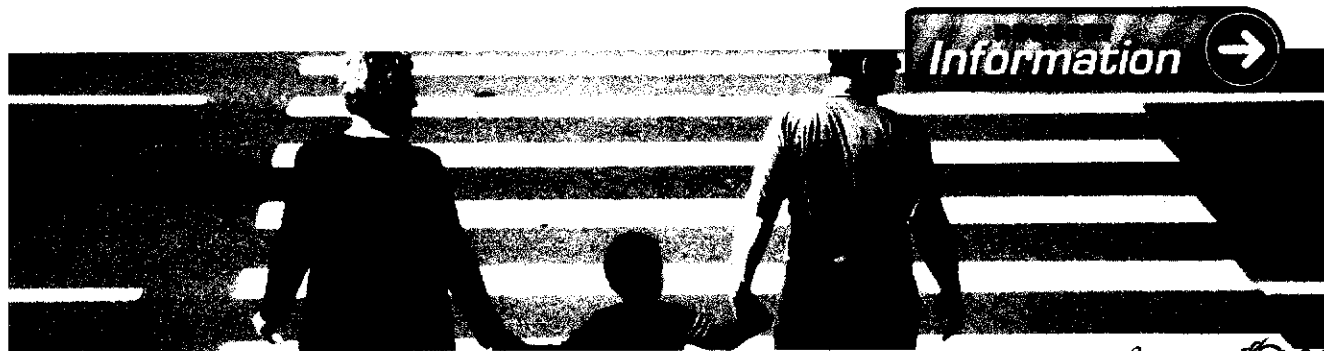
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Search

GO!

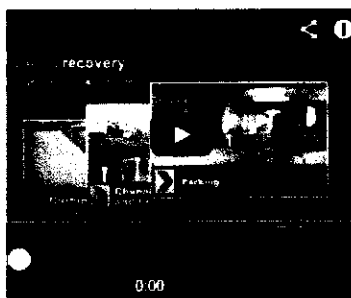


Products

- All Products
- Pedestrian Safety
- Delineator Posts
- Traffic Panels/ Markers
- Parking Lot Signs
- Channelizing Curb
- Platform Safety
- Sign Bases
- Safety Bollards

Industries

- Facilities
- Traffic Control Signs
- Pedestrian Crosswalk Safety
- Rail/Transit
- Airport Traffic Control
- Parking Lot Traffic Control
- International Traffic Safety



In-Street Pedestrian Crosswalk Signs

Highly Visible Crosswalk Identification Signs

The In-Street Pedestrian Crosswalk Signs provide enhanced conspicuity at un-signalized intersections in order to alert motorists to local laws concerning yielding to or stopping for pedestrians in crosswalks. The effectiveness of these pedestrian crosswalk signs have been repeatedly supported by independent testing to demonstrate distinct changes in motorist behavior and accident incidence following installation.

The In-Street Pedestrian Signs are ideal for mid-block crosswalk identification and contains Impact Recovery Systems' patented, anti-twist reactive spring system that is designed to return the unit to its original position after impact.

Specifications

Specifications - Schools

Product Literature

Crash Test Report

FHWA Effectiveness Study



[More Information](#)

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13

Base Options

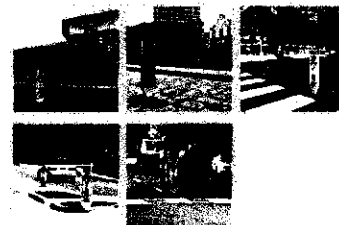


Color Options

Fixed Base \$9.83
\$228.07 Temp Base \$41.63



Additional Images



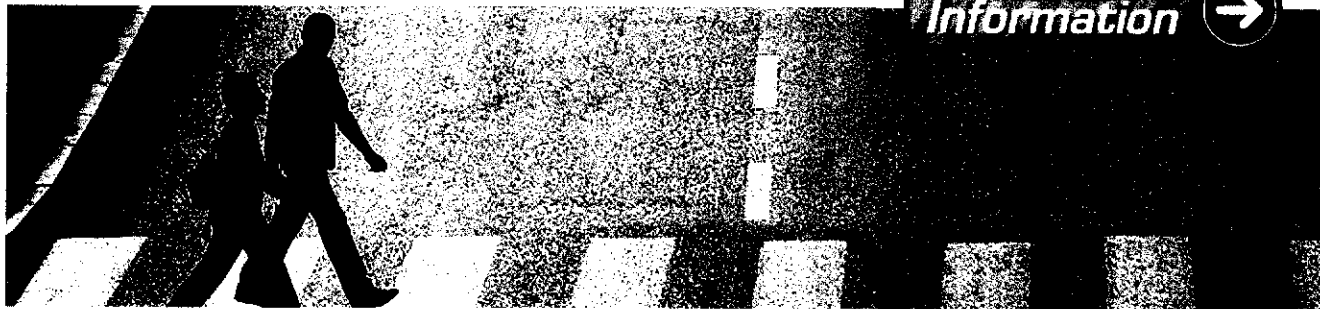
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 Parking Lot Signs
 Channelizing Curb
 Platform Safety
 Sign Bases
 Safety Bollards

Pedestrian Crosswalk Safety

Every year 6,000 pedestrians are killed and another 90,000 are injured on our nation's roadways. A pedestrian or bicyclist is killed every 3 1/2 minutes resulting in more than \$20 billion in societal costs. Provide superior pedestrian crosswalk safety with Impact Recovery Systems' full line of customizable and highly visible pedestrian safety systems that provide durability and performance, as well as enhanced conspicuity for your crosswalks.

Industries

Facilities
 Traffic Control Signs
 Pedestrian Crosswalk Safety
 Rail/Transit
 Airport Traffic Control
 Parking Lot Traffic Control
 International Traffic Safety



Ped-in-a-Bag

Lightweight, portable pedestrian sign designed for use by school crossing guards

View Product

188⁰⁰

→ Base only 41.63



Solestrian

Illuminated Pedestrian Messaging Center

View Product

688.50

Temp Base 41.63

Fixed Base 9.18



Omni-Ped

Four-sided Pedestrian Messaging Center

View Product

306⁰⁰

Perm. Base 9.83



In-Street Pedestrian Crosswalk Signs

Highly Visible Crosswalk Identification Signs

View Product

228.07

Temp Base 41.63

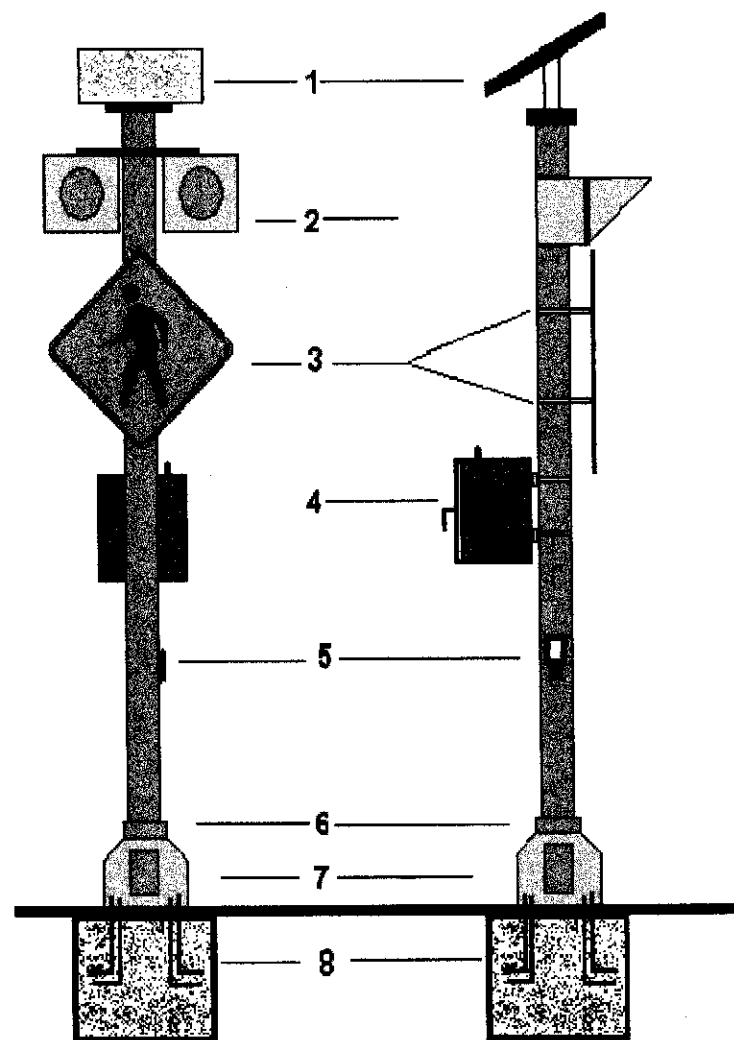
Fixed Base 9.83

Safety Supply and Sign

Phone: 800.999.9875

Fax: 801.973.8044

- 1) Solar Panel w/mtg hdwr
- 2) 12" LED Signals w/mtg hdwr
- 3) Customer Supplied Sign
- 4) Battery/Flasher/Communication Cabinet
- 5) Push button station (sign not included)
- 6) Pole Collar
- 7) Extended neck breakaway base
- 8) set of 4 galvanized anchor bolts





Sales Order B39811

Order Date 05/30/13

3200 Redwood Road
West Valley City, UT 84119

Telephone: 801/973-2266
Fax: 801-973-8044

Bill To:

Centerville City Corporation
250 North Main
Centerville, UT 84014

Ship To:

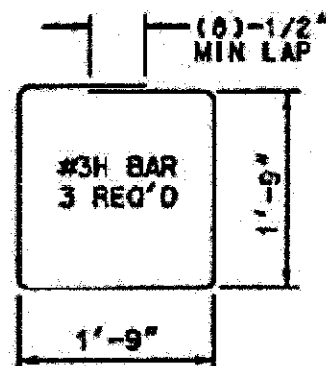
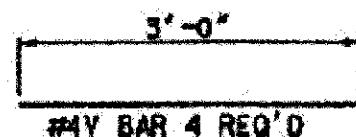
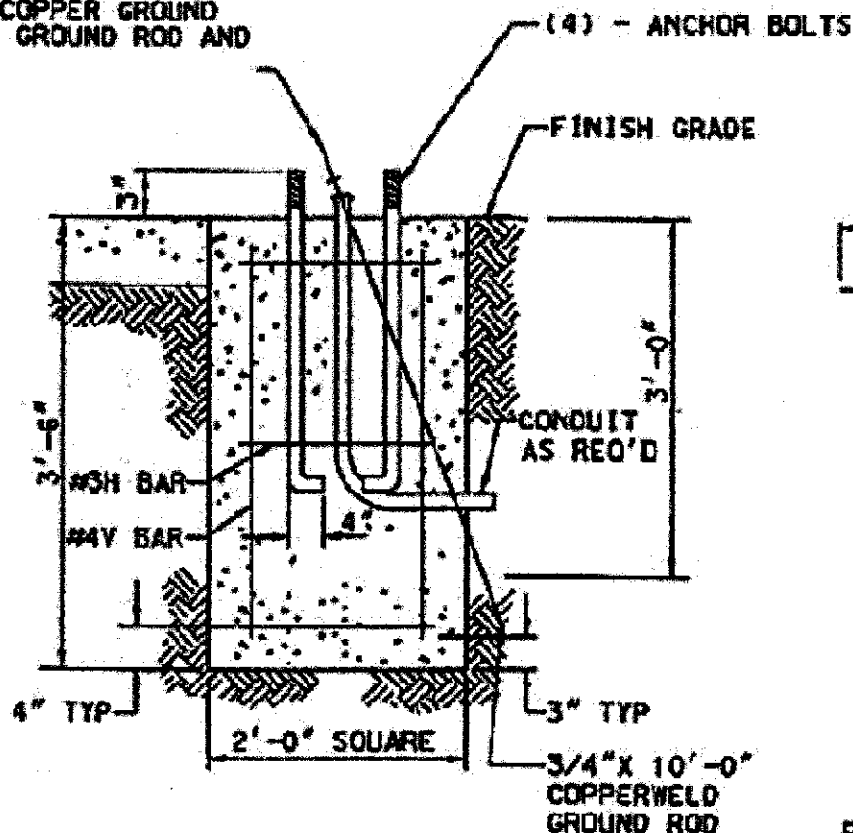
Centerville City Corporation
250 North Main
Centerville, UT 84014

THIS IS A BID/ESTIMATE

Customer	Ship Via	F.O.B.	Terms	Purchase Order Number	Salesperson	Reference No.
UT1019			NET 30 DAYS		6	
Qty. Ordered	Qty. Shipped	Item Number	Unit of Measure	Required Date	Unit Price	Extended Price
	Back Ordered	Item Description			Discount %	Tax
2	0	PART 120VAC Crosswalk Flashing Beacon, Push Button Active Wireles		05/30/13	1817.00	3634.00
2	0	PART Post Assembly 4"x14' Sch 40 Aluminum with all attach. hardwa		05/30/13	519.80	1039.60
Filled By _____						Non Taxable Subtotal 4673.60 Taxable Subtotal 0.00 Tax 0.00 Total Order 4673.60

SPECIFICATIONS	Safety Supply and Sign
DESCRIPTION Breakaway Base Foundation Detail	

#4 BARE COPPER GROUND
CLAMP TO GROUND ROD AND
BASE



REINFORCING STEEL

PEDESTAL FOUNDATION DETAILS-TYPE I STANDARD

ITEM 1

NO	P/N	DESCRIPTION	MATERIAL	QTY
1		Breakaway Base Foundation Detail (Anchor Bolt Re-Bar Cage Optional)	Concrete/Steel	1
1A	4220	Anchor Bolt, 3/4" X 18" X 4" Thread X 3" Ell, with 4 Nuts and 4 Washers	Galvanized Steel	4
1B	7604	Nut, 3/4" Galvanized, for leveling (If required)	Galvanized/Steel	4
1C	7027	Washer, 3/4" Galvanized, for leveling (If required)	Galvanized/Steel	4
1D	5501	Anchor Bolt Template, 12.75" Bolt Circle, Dimensions: 1/8" X 12" X 12" (If required)	Aluminum Sheet	1

Revised 04/26/11

Intersections	Time	Date	Weather Conditions	N Adults w/o kids	N kids w/o adults	N kids w/ adults	E Adults w/o kids	E kids w/o adults	E kids w/ adults	S Adults w/o kids	S kids w/o adults	S kids w/ adults	W Adults w/o kids	W kids w/o adults	W kids w/ adults	Total	Cyclists N	Cyclists S
Elbert Ave & 400 E	W 8:15-9:00am	5/1/2013	Cool, Sunny	0	28_14	1	0	11	0							43		
	F 1:15-200pm	4/19/2013	Warm, Drizle	0	39	1	0	6	0							40		
	F 1:15-200pm	4/26/2013	Warm, Sunny	1	38	2	0	4	0							40		
Bellano & 400 West	W 10:45-11:45pm	5/10/2013	Warm, Sunny	2	0	0										2		
	Sat 3:40-4:40pm	5/18/2013	Cool, Sunny	0	0	0										0		
	Sat 5:30-6:00pm	5/18/2013	Warm, Cloudy	3	0	0										3		
	W 5:55-6:25pm	5/22/2013	Warm, Sunny	1	1	0										2		
	Th 5:25-5:55pm	5/23/2013	Warm, Sunny	1	0	0										1		
	Sat 11:00-12:00pm	5/25/2013	Warm, Sunny	3	3	0										6	8	2
	Sat 1:00-2:00pm	5/25/2013	Warm, Sunny	1	0	3										4	8	5
Main & Parrish	Tu 8:15-9:00am	4/30/2013	Cool, Overcast	2	0	0	1_1	0	0	1	7_8	2_5	2	8	5	22		
	Tu 3:15-4:00pm	4/23/2013	Warm, Sunny	2_2	2_16	0	4	2_2	1	3	9	0	1	19_1	3	36		
Parrish & 100 E	F 8:15-9:00am	4/26/2013	Warm, Sunny	0	17	0	3	40_22	1_1	0	21	0				85		
	Tu 3:15-4:00pm	4/30/2013	Warm, Sunny	1	2	0	2*	64	4	2*	24	4				96		
400 E & Parrish	Th 8:15-9:00am	5/16/2013	Warm, Sunny	2	0	0	0	9	1	0	13_9	2_1	0	2	0	27		
	Tu 3:15-4:00pm	5/7/2013	Warm, Sunny	1	0	0	1	1_16	1	1	28	1	0	2	0	33		
Chase Ln & 400 W	W 8:15-9:00am	4/24/2013	Cold, Sunny	0	3	0	1	2_3	0	1	0	0	1	0	1	6		
	Tu 3:15-4:00pm	5/1/2013	Warm, Sunny	0	7	1	0	13	0	0	5_9	0	0	5	1	26		
	M 8:15-9:00am	5/6/2013	Warm, Overcast	3	3	2	2	3_2	0	0	2	0	1	3	2	10		
1200 N & 400 W	Th 8:15-9:00am	4/18/2013	Cool, Sunny	1	2	0										4		
	Th 3:15-4:00pm	5/9/2013	Hot, Sunny	1	23	0										23		
1375 N & 400 W	W 8:15-9:00am	5/8/2013	Warm, Sunny	0	4	0										4		
	F 3:15-4:00pm	5/3/2013	Warm, Sunny	0	5	3										8		
400 W & 2025 N	F 8:15-9:00am	4/19/2013	Cool, Overcast	1*	23_16	1*	0	8	0	0	1	0	0	23	0	55		
	W 3:15-4:00pm	4/24/2013	Warm, Sunny	2	115	5	0	17_1	0	0	1	0	0	3_59	2	145		
CJH Seminary Building	Th 7:30-9:00am	5/23/2013	Warm, Sunny	2	25	0										25		
	Tu 2:45-3:30pm	5/21/2013	Warm, Overcast	2	30	0										30		
400 W & Jennings Ln	Tu 8:15-9:00am	5/14/2013	Warm, Sunny	1	0	0	0	3_2	1	1	2	0	1	0	0	6		
	Tu 3:15-4:00pm	5/14/2013	Hot, Sunny	0	0	0	0	8	0	0	1	1	0	0	0	9		
2025 N & Main St.	F 8:15-9:00am	5/24/2013	Cool, Sunny	2	42	0							0	10_1*	4	57		
	M 3:15-4:00pm	5/13/2013	Hot, Sunny	1	107	3							2	18	1	110		
				Adults w/o kids	Kids w/o adults	Kids w/ adults												
Community Park	Tu 6:30-8:00pm	4/23/2013	Warm, Overcast	4	4	1										5		
	Sat. 4:20-5:20pm	5/18/2013	Warm, Sunny	0	1	3										4		
Centerville Elementary	Th 3:15-4:00pm	4/18/2013	Warm, Sunny	5	2	8										10		

Crosswalk notes

Recommendations

No change

Elbert Ave & 400 East

Morning: **43** kids crossed only one with an adult. Afternoon: Only **40** kids crossed both afternoons I counted even when it was drizzling.

Additional signage

Bellano & 400 West

In one hour in the middle of the week only 2 adults crossed there. On a Saturday in two half hour periods only 3 adults crossed. During a weekday there were only 2 adults and 1 kid who crossed in about an hour segment. When I did the second Saturday count I had 6 people cross in the first hour, and only 4 people cross in the afternoon. I timed people by counting during the first hour. Of the 4 people I timed they waited 6, 9, 14 seconds respectively.

No change

Main & Parrish

Morning: Only **22** kids crossed when it was cool & overcast. Afternoon: **36** kids crossed in the afternoon.

No change

Parrish & 100 East

Morning: **85** kids crossed. Afternoon: **96** kids crossed.

No change

Centerville Elementary outside of crosswalk

I counted 5 adults, 2 kids without adults crossing, and 8 kids with adults crossing.

No change

400 East & Parrish

Morning: **27** kids. Afternoon: **33** kids crossed though the crossing guard said that he was missing 7 kids who hadn't crossed. I talked to the crossing guard in the morning and she said that there's normally a discrepancy between how many kids cross in the morning and in the afternoon.

Additional signage

Chase Lane & 400 West

I had **10** kids cross on a warm & overcast morning and only **6** when it was cold and sunny. Afternoon: **26** kids.

No change

1200 N & 400 West

Morning: Only **4** kids on a morning that was cool and sunny. Afternoon: **23** kids cross.

No change

Community Park

On Tuesday I had 4 adults cross, 4 kids without adults cross & 1 kid with an adult. On Saturday late afternoon, I had no adults, a kid cross without an adult, and 3 kids with an adult cross.

No change

1375 N & 400 West

Morning: **4** kids without adults. Afternoon: **8** kids.

May deserve
crossing guard?

2025 N & 400 West

Morning: **55** kids. Afternoon: **145** kids.

No change

CJH Seminary

Morning: **25** kids without adults. Afternoon: **30** kids without adults.

No change

Jennings & 400 West

Morning: **6** kids. Afternoon: **9** kids.

No change

2025 N & Main

Morning: **57** kids. Afternoon: **110** kids.

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 2a

Date of City Council Meeting: July 16, 2013

Short Title: Legacy Crossing Assignment and Assumption Agreement

Initiated By: Staff

Scheduled Time: 7:10 (SAC)

RECOMMENDATION

Approve Assignment and Assumption Agreement between the City and various parties for the Legacy Crossing Development Agreement regarding Lot 4 as recommended by staff.

BACKGROUND

The City previously entered into a Development Agreement for the Legacy Crossing at Parrish Lane project dated September 21, 2010. The City entered into the Development Agreement with Legacy Crossing LLC and Parrish Land Holdings, LLC ("Developers"). The Development Agreement has been recorded against all of the property within the Legacy Crossing project and all property and property owners within the project are subject to the terms and conditions of the Development Agreement. Pursuant to Section 60 of the Development Agreement, the Developer is prohibited from assigning any of its obligations under the Development Agreement or any rights or interests therein without the prior written consent of the City. In addition, any future assignee is required to consent in writing to be bound by the terms of the Development Agreement. Each buyer or transferee is required to sign an assignment and assumption agreement agreeing to be bound by the terms and conditions of the Development Agreement.

In reviewing the title report in connection with the final plat for the Lot 4 Amended Subdivision, ownership of Lot 4 of the Legacy Crossing Subdivision is vested in seven different entities, only one of whom is a party to the Development Agreement. In accordance with the terms of Section 60 of the Development Agreement, the new owners are required to enter into an assignment and assumption agreement agreeing to be bound by all the terms and conditions of the Development Agreement as it relates to Lot 4. Staff recommends approval of the attached Assignment and Assumption Agreement between the City and the following individuals or entities regarding transfer of ownership and assumption of Development Agreement obligations for Lot 4:

Dale Corporation
Barlow Corporation
Kevin S. Garn
CPIO Enterprises, L.C.
Legacy Crossing Office, LLC
Summerwood Holdings II, LLC

Recommended Action: *The City Council hereby approves the Assignment and Assumption Agreement between the City and the following parties: Dale Corporation, Barlow Corporation, Kevin S. Garn, CPIO Enterprises, L.C., Legacy Crossing Office, LLC, and Summerwood Holdings II, LLC.*

Attachments: Assignment and Assumption Agreement

When recorded, return to:

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

Affects Parcel: 06-336-0008, 06-336-0009 and 06-336-0010

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Lot 4)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____, 2013, by and between **LEGACY CROSSING LLC**, a Utah limited liability company and **PARRISH LAND HOLDINGS, LLC**, a Utah Limited Liability Company ("Assignors"), **DALE CORPORATION**, a Utah Corporation, **BARLOW CORPORATION**, a Utah Corporation, **KEVIN S. GARN**, an individual, **CPIO ENTERPRISES, L.C.**, a Utah limited company, **LEGACY CROSSING OFFICE, LLC**, a Utah limited liability corporation, and **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited liability corporation ("Assignees"), and **CENTERVILLE CITY**, a Utah municipal corporation ("City"), collectively, the "Parties", or individually, a "Party".

RECITALS:

WHEREAS, Assignors and the City have previously entered into that certain Development Agreement dated September 21, 2010 ("Development Agreement"), regarding the development of a mixed commercial/residential planned development known as the Legacy Crossing at Parrish Lane Planned Development on property located at approximately 1250 West and Parrish Lane in Centerville, Utah, as more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Property"); and

WHEREAS, the Development Agreement has been recorded against the Property in the Davis County Recorder's Office as Entry No. 2555652, Book 5118, Pages 526-622; and

WHEREAS, Assignees are the purchaser and owners of a portion of the Property known as Lot 4 of the Legacy Crossing at Parrish Lane Planned Development

which is more particularly described in **Exhibit "B,"** attached hereto and incorporated hereby by reference, and referred to in the Development Agreement as Phase 4 ("Lot 4"); and

WHEREAS, Assignors desire to joint and severally assign their rights and obligations under the Development Agreement to Assignees with respect to the development of Lot 4 under the terms and conditions of the Development Agreement as more particularly provided herein; and

WHEREAS, the Parties are entering into this Agreement in order to effect, joint and severally, an assignment by Assignors and acceptance and assumption by Assignees of the Development Agreement as it pertains to Lot 4 and any other property within the project which Assignees have an interest, as more particularly provided herein;

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

1. **Assignment and Assumption.** Assignors hereby assign to Assignees joint and several liability and responsibility for Assignors' right, title and interest in and to the Development Agreement as it pertains to Lot 4, together with Assignors' rights, powers and privileges thereunder existing from and after the date of this Agreement. Assignees hereby accept the same and assume the rights and responsibilities of the Development Agreement as it pertains to Lot 4 and agree to timely pay and perform each and every obligation to be paid and performed under the Development Agreement as it pertains to Lot 4 from and after the date of this Agreement. It is expressly agreed and understood by the parties that both Assignors and Assignees shall be joint and severally liable and responsible for the performance of the obligations of the Development Agreement with respect to Lot 4. Pursuant to Section 60 of the Development Agreement, Assignees further agree to be bound by the terms of the Development Agreement and to be liable, with Assignors, for the performance of each of the obligations contained in the Development Agreement as it relates to Lot 4 and any other applicable obligation.

2. **Acknowledgment of Recording.** Assignees hereby acknowledge the recording of the Development Agreement and authorize the recording of this Assignment against Lot 4 and any other property within the project in which Assignee has an interest.

3. **Successors and Assigns.** This Agreement shall bind the Parties, their personal representatives, successors and assigns. Any assignment of the rights and duties of Assignees as assigned herein shall be subject to and comply with the terms of the Development Agreement, including, but not limited to Section 60 of the Development Agreement.

4. **Attorneys' Fees.** Should any Party commence a legal proceeding to enforce any of the terms or provisions of this Agreement, the prevailing Party in such proceeding shall recover reasonable attorneys' fees and costs from the defaulting Party, as fixed by the court in such proceeding.

5. **Effective Date of Assignment.** The provisions of this Agreement shall become effective immediately upon proper execution by the Parties.

6. **Miscellaneous.** Nothing herein shall be deemed to create the relationship of principal and agent, partnership or joint venture between the Parties. This Agreement shall be interpreted and construed only by the content hereof, and there shall be no presumption or standard of construction in favor of or against any Party. This Agreement may be amended or modified only in writing. The invalidity or unenforceability of any provision of this Agreement, as determined by a court, shall in no way affect the validity or enforceability of any of the remaining provisions hereof. This Agreement shall be construed according to and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

"Assignors"

LEGACY CROSSING LLC

By: _____
Its: _____

PARRISH LAND HOLDINGS, LLC

By: _____
Its: _____

"Assignees"

Dale Corporation

By: _____
Its: _____

Barlow Corporation

By: _____
Its: _____

Kevin S. Garn

By: _____

CPIO Enterprises, L.C.

By: _____
Its: _____

Legacy Crossing Office, LLC

By: _____
Its: _____

Summerwood Holdings II, LLC

By: _____
Its: _____

"City"

CENTERVILLE CITY

Mayor Ronald G. Russell

ATTEST:

Marsha L. Morrow, City Recorder

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 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

My Commission Expires:

Residing at:

LEGACY CROSSING ACKNOWLEDGMENT

STATE OF _____)
:ss.
COUNTY OF _____)

On the ____ day of _____, 2013, personally appeared before me _____, who being by me duly sworn did say that he is the managing member of **LEGACY CROSSING LLC**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

My Commission Expires:

Residing at:

STATE OF _____)
) ss.
COUNTY OF _____)

Notary Public

My Commission Expires:

Residing at:

STATE OF UTAH)
)
) ss.
COUNTY OF)

Notary Public

My Commission Expires:

Residing at:

DALE CORPORATION ACKNOWLEDGMENT

STATE OF UTAH)
)
)ss.
COUNTY OF _____)

On the ____ day of _____, 2013, personally appeared before me _____, who being by me duly sworn did say that he is the _____ of **DALE CORPORATION**, a Utah Corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws or by a resolution of its Board of Directors and duly acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires:

Residing at:

GARN ACKNOWLEDGMENT

STATE OF UTAH)
)
)ss.
COUNTY OF _____)

On the ____ day of _____, 2013, personally appeared before me KEVIN S. GARN, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires:

Residing at:

CPIO ENTERPRISES ACKNOWLEDGMENT

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

On the ____ day of _____, 2013, personally appeared before me _____, who being by me duly sworn did say that he is the managing member of **CPIO ENTERPRISES, L.C.**, a Utah limited Corporation, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

My Commission Expires:

Residing at:

SUMMERWOOD HOLDINGS II ACKNOWLEDGMENT

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

On the ____ day of _____, 2013, personally appeared before me _____, who being by me duly sworn did say that he is the managing member of **SUMMERWOOD HOLDINGS II,LLC**, a Utah limited liability corporation, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

Notary Public

My Commission Expires:

Residing at:

EXHIBIT "A"

Legal Description of Property

**All of the Legacy Crossing at Parrish Lane Subdivision Plat located in Centerville, Utah,
as recorded at the Davis County Recorder's Office, State of Utah**

EXHIBIT "B"

Legal Description of Lot 4

All of Lot 4 of the Legacy Crossing at Parrish Lane Subdivision Plat located in Centerville, Utah, as recorded at the Davis County Recorder's Office, State of Utah

Parcel Identification Numbers: 06-336-0008, 06-336-0009, 06-336-0010

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 2b

Date of City Council Meeting: July 16, 2013

Short Title: Waterline Bid Awards - MTC Lot 2

Initiated By: City Engineer

Scheduled Time: 7:10 (SAC)

RECOMMENDATION

Award bids to Ferguson Enterprises in the amount of \$14,906.54 (with tax) for materials and to Kilgore Contracting in the amount of \$42,769 for labor for installation of waterline relating to the MTC Lot 2 development.

BACKGROUND

Bids for construction of this waterline were solicited by ESI Engineering and Centerville Public Works. See enclosed bid tabulations.

Water Line for "MTC Lot 2 Amended "

Project # 12-148

BID RESULTS FOR MTC Lot 2 Amended

July 11, 2013

1.	Ferguson	\$13,983.62
2.	HD Supply	\$14,230.73
3.	WR White	\$14,238.50
4.	Mountain States Supply	\$14,577.65
5.	Western Water Works	\$14,857.91

We have reviewed the bid for materials from Ferguson Water Works for \$14,906.54, which includes tax. We recommend awarding this bid to Ferguson and find they meet all of the specifications.

Respectfully submitted,

Michael Carlson
Water Department Supervisor

MC/sd

Marsha Morrow

From: matt robertson <matt.robertson@esieng.com>
Sent: Thursday, July 11, 2013 12:13 PM
To: Steve Thacker
Cc: kevin campbell; Marsha Morrow; Mike Carlson
Subject: MTC Lot 2 Waterline - Bid Results
Attachments: 00 51 00 Notice of Award.pdf; #12-148 Bid Tab.pdf

Steve,

The following bids were received for the waterline improvements at the MTC Lot 2 development:

- | | |
|-------------------------|-------------|
| 1. Kilgore Contracting: | \$42,769.00 |
| 2. Kapp Construction: | \$44,328.20 |
| Engineer's Estimate: | \$39,192.00 |

There were four bidders on the bidder's list but only the two bids were submitted. It is recommended that the contract be awarded to Kilgore Contracting for \$42,769.00. They are the subcontractor currently on-site installing the utilities and doing the site work for Ascent for the new office building. This contract is for the waterline improvements for the office building and the Chick-Fil-A site which the MTC has already paid a deposit for. Attached are the bid tabulation and the Notice of Award. Let me know if there are any questions.

Thanks,

Matt Robertson, E.I.T.
ESI Engineering, Inc.
3500 South Main St.
Salt Lake City, UT 84115
801.263.1752 (office)
801.644.6680 (mobile)
www.esieng.com



BID TABULATION FOR CENTERVILLE CITY

Note: All culinary waterline pipe and parts will be furnished by Centerville City

MTC Lot 2 Waterline - Project #12-148				Engineer's Estimate		Kilgore Contracting		Kapp Construction	
Item No.	Description	Amounts	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Install 8" PVC C900 waterline pipe including tracer wire	240	LF	\$12.00	\$2,880.00	\$7.35	\$1,784.00	\$17.00	\$4,080.00
2	Install 6" PVC C900 waterline pipe including tracer wire	120	LF	\$12.00	\$1,440.00	\$7.35	\$882.00	\$17.00	\$2,040.00
3	Install 2" poly service line including tracer wire	80	LF	\$15.00	\$1,200.00	\$7.35	\$588.00	\$12.75	\$1,020.00
4	Cut existing 8" PVC waterline and install 8" 90° bend with thrust block	1	Each	\$500.00	\$500.00	\$345.00	\$345.00	\$775.00	\$775.00
5	Install 8" 22.5° bend with thrust block	1	Each	\$250.00	\$250.00	\$345.00	\$345.00	\$206.00	\$206.00
6	Install 10" x 8" tapping tee with thrust block	1	Each	\$1,500.00	\$1,500.00	\$1,020.00	\$1,020.00	\$1,786.00	\$1,786.00
7	Install 8" gate valve and valve box	2	Each	\$150.00	\$300.00	\$600.00	\$1,200.00	\$80.00	\$160.00
8	Install 8" x 2" saddle and corp. stop	2	Each	\$300.00	\$600.00	\$230.00	\$460.00	\$625.00	\$1,250.00
9	Install 2" meter box and yoke assembly	2	Each	\$500.00	\$1,000.00	\$560.00	\$1,120.00	\$1,015.00	\$2,030.00
10	Install 10" x 6" tapping tee with thrust block	1	Each	\$1,000.00	\$1,000.00	\$1,020.00	\$1,020.00	\$1,786.00	\$1,786.00
11	Install 8" x 6" tapping tee with thrust block	2	Each	\$1,000.00	\$2,000.00	\$1,020.00	\$2,040.00	\$1,786.00	\$3,572.00
12	Install 6" gate valve and valve box	3	Each	\$150.00	\$450.00	\$600.00	\$1,800.00	\$80.00	\$240.00
13	Install fire hydrant assembly with thrust block	1	Each	\$750.00	\$750.00	\$2,400.00	\$2,400.00	\$750.00	\$750.00
14	Remove existing tees (2) including thrust blocks, valves (2) and 8" PVC to disconnect existing waterline stubs. Replace with 16 LF of 8" PVC and (2) 8" sleeves	1	Lump Sum	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$1,640.00	\$1,640.00

MTC Lot 2 Waterline - Project #12-148				Engineer's Estimate		Kilgore Contracting		Kapp Construction	
Item No.	Description	Amounts	Units	Unit Price	Total	Unit Price	Total	Unit Price	Total
15	Disconnect existing 8" PVC waterline from tee and install 8" fitting plug	1	p Sum	\$1,000.00	\$1,000.00	\$460.00	\$460.00	\$890.00	\$890.00
16	Remove existing 8" PVC waterline (28 LF) and 8" gate valve (salvage valve to city in good condition)	1	Lum p Sum	\$500.00	\$500.00	\$915.00	\$915.00	\$750.00	\$750.00
17	Pothole existing utility as per Engineer to verify new waterline alignment	4	Each	\$250.00	\$1,000.00	\$580.00	\$2,240.00	\$200.00	\$800.00
18	Excavate and haul away native material	300	CY	\$5.00	\$1,500.00	\$8.35	\$2,505.00	\$8.65	\$2,595.00
19	Import sand bedding including compaction	250	TN	\$15.00	\$3,750.00	\$16.00	\$4,000.00	\$10.65	\$2,662.50
20	Import granular fill including compaction	260	TN	\$13.00	\$3,380.00	\$9.10	\$2,366.00	\$10.65	\$2,769.00
21	Remove and replace asphalt (6" thick) including saw-cut	350	SF	\$10.00	\$3,500.00	\$9.10	\$3,185.00	\$8.55	\$2,992.50
22	Remove and replace concrete waterway	40	SF	\$12.00	\$480.00	\$17.65	\$706.00	\$13.00	\$520.00
23	Remove and replace concrete crosswalk to match existing	100	SF	\$15.00	\$1,500.00	\$17.35	\$1,735.00	\$13.00	\$1,300.00
24	Remove and replace curb and gutter	20	LF	\$35.00	\$700.00	\$46.50	\$930.00	\$31.00	\$620.00
25	Remove and replace concrete sidewalk	64	SF	\$8.00	\$512.00	\$12.00	\$768.00	\$6.55	\$419.20
26	Pressure test including blow-off, 8" plug and 8" sleeve	1	p Sum	\$1,500.00	\$1,500.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00
27	Mobilization	1	p Sum	\$4,000.00	\$4,000.00	\$3,275.00	\$3,275.00	\$4,175.00	\$4,175.00
Total Bid (Items 1-33)				\$39,192.00		\$42,769.00		\$44,328.20	

#3

**CITY COUNCIL TRANSMITTAL REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

DATE: JUNE 26, 2013

TO: STEVE THACKER, CITY MANAGER

FROM: CORY SNYDER, COMMUNITY DEVELOPMENT DIRECTOR

PROPERTY OWNER: CHITOSE JOHNSON
178 SOUTH FARVIEW DRIVE
NORTH SALT LAKE CITY, UT 84054

APPLICANT: RON MARSHALL
161 SOUTH MAIN STREET
BOUNTIFUL, UT 84010

EMAIL: maplehillsrealty@yahoo.com

PROPERTY: 200 EAST 1200 SOUTH
PARCEL #03-198-0002

ACREAGE: 3.31 ACRES

ZONING: RESIDENTIAL-MEDIUM (R-M)

APPLICATIONS: FINAL SUBDIVISION PLAN AND PLAT

RECOMMENDATION: APPROVAL OF THE PROPOSED FINAL SUBDIVISION

BACKGROUND

The applicant desires to subdivide the property into two (2) Lots. The property is a large underutilized lot (Lot #2) within the Bangerter Subdivision. The lot is oddly configured within the existing Bangerter Subdivision with most of the lot area located between the commercial areas to the north (e.g. Deseret Industries) and the homes of the same subdivision. There is a typical lot with stem that intersects with 1200 South creating full access to the property.

PLANNING COMMISSION RECOMMENDATION

On June 26, 2013, the Planning Commission recommended to the City Council to approve the final subdivision plat and plans for Lot #2 of the Bangerter Subdivision, with the following conditions or directives:

1. The following conditions of approval shall be accomplished prior to being scheduled for City Council final subdivision review and approval.
2. The street right-of way shall be dedicated the entire distance (215') not just the first 125' that is shown.

3. The subdivision shall install the full set of public street improvements the first 125' however, the hammerhead shall be constructed in accordance with the City & Fire Code Requirements for an all-weather access.
4. There is up to 15' of excess private land with associated utility easements on each side of the right-of-way (i.e. the first 125' of road). The plans shall be corrected to address how this will be maintained (e.g. landscaping) and a plat note shall disclose that all maintenance will be the responsibility of the applicable lot owner (no remnant parcel is to be created).
5. All required utility provider sheets shall be received by the City staff.
6. City Engineer shall determine sufficiency of easement for Lot #2 along front lot line.
7. The applicant shall provide the correct addresses for the new lots, as deemed acceptable by the Zoning Administrator.
8. Once conditions 1-6 are completed and deemed acceptable by City Staff, the preliminary approval shall then become the Planning Commission's final recommendation to the City Council.

Suggested Reasons for the Action (Findings):

- a. The Planning Commission finds that the subdivision for two lots is consistent with the goals of the Centerville City General Plan concerning development within Neighborhood 1, Southeast Centerville known as Extreme South Main Street Area [Section 12-480-2.d].
- b. The Planning Commission finds that the property is currently zoned Residential-Medium (R-M) and that the subdivision, with the directives, could meet the applicable development standards found in Chapter 12-32 of the Zoning Ordinance in regard to layout and proper street frontage.
- c. The Planning Commission finds, with the directives, that the requirements for subdividing will be addressed and satisfied [Title 15- Subdivisions].

Planning Commission Vote (5-0):

Commissioner	Yes	No	Not Present
Merrill (Chair)	X		
Holman			X
Markham	X		
Kjar			X
Fillmore	X		
Hirshi	X		
Randall	X		

PRELIMINARY DRAFT

PLANNING COMMISSION MINUTES OF MEETING

Wednesday, June 26, 2013

7:00 p.m.

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

MEMBERS PRESENT

Tamilyn Fillmore (arrived at 7:08 p.m.)

David P. Hirschi

Steven Markham

Kevin Merrill, Chair

Debra Randall

MEMBERS ABSENT

Brian Holman

Scott Kjar

STAFF PRESENT

Cory Snyder, Community Development Director

Lisa Romney, City Attorney (excused at 8:10 p.m.)

Katie Rust, Recording Secretary

STAFF ABSENT

Brandon Toponce, Assistant Planner

VISITORS

Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

OPENING COMMENT/LEGISLATIVE PRAYER Chair Kevin Merrill

MINUTES REVIEW AND APPROVAL

The minutes of the Planning Commission meeting held June 12, 2013 were reviewed. Commissioner Hirschi requested an amendment. Commissioner Randall made a **motion** to accept the minutes as amended. Commissioner Markham seconded the motion, which passed by unanimous vote (4-0). Commissioner Fillmore arrived at 7:08 p.m., shortly after approval of the minutes.

PUBLIC HEARING – CHITOSE JOHNSON SUBDIVISION – 200 EAST 1200 SOUTH

The applicant desires to subdivide the property at 200 East 1200 South into two lots. Not all of the conditions given when the Planning Commission accepted the conceptual plan have been met. However, Cory Snyder stated he believes the remaining issues can be resolved prior to the next City Council meeting. There is up to 15 feet of excess private land on each side of the right-of-way. A plat note will disclose that all maintenance of the excess land will be the responsibility of the applicable lot owner. The right-of-way will be completed with a temporary turn-around to allow for potential future development. Staff recommends the Commission approve the preliminary and final subdivision plat and plans.

1 The applicant, Ron Marshall, explained the history of the property in question and the
2 intention of the current owners to subdivide the property into two lots and build two homes. At
3 7:20 p.m. Chair Merrill opened a public hearing. Seeing that no one wished to comment, he
4 closed the public hearing.

5
6 Commissioner Randall made a **motion** for the Centerville Planning Commission to
7 approve the preliminary and final subdivision plat and plans for Lot #2 of the Bangerter
8 Subdivision, with the following conditions or directives:

9
10 **Conditions:**

- 11 1. The following conditions of approval shall be accomplished prior to being scheduled
12 for City Council final subdivision review and approval.
- 13 2. The street right-of-way shall be dedicated the entire distance (215') not just the first
14 125' that is shown.
- 15 3. The subdivision shall install the full set of public street improvements the first 125'.
16 However, the hammerhead shall be constructed in accordance with the City & Fire
17 Code Requirements for an all-weather access.
- 18 4. There is up to 15' of excess private land with associated utility easements on each
19 side of the right-of-way (i.e. the first 125' of road). The plans shall be corrected to
20 address how this will be maintained (e.g. landscaping) and a plat note shall disclose
21 that all maintenance will be the responsibility of the applicable lot owner (no remnant
22 parcel is to be created).
- 23 5. All required utility provider sheets shall be received by the City staff.
- 24 6. City Engineer shall determine sufficiency of easement for Lot #2 along front lot line.
- 25 7. The applicant shall provide the correct addresses for the new lots, as deemed
26 acceptable by the Zoning Administrator.
- 27 8. Once conditions 1-6 are completed and deemed acceptable by City staff, the
28 preliminary approval shall then become the Planning Commission's final
29 recommendation to the City Council.

30
31 **Reasons for the Action:**

- 32 a. The Planning Commission finds that the subdivision for two lots is consistent with the
33 goals of the Centerville City General Plan concerning development within
34 Neighborhood 1, Southeast Centerville known as Extreme South Main Street Area
35 [Section 12-480-2.d].
- 36 b. The Planning Commission finds that the property is currently zoned Residential-
37 Medium (R-M) and that the subdivision, with the directives, could meet the applicable
38 development standards found in Chapter 12-32 of the Zoning Ordinance in regard to
39 layout and proper street frontage.
- 40 c. The Planning Commission finds, with the directives, that the requirements for
41 subdividing will be addressed and satisfied [Title 15 – Subdivisions].

42
43 Commissioner Hirschi seconded the motion, which passed by unanimous vote (5-0).

44
45 **PUBLIC HEARING – CODE TEXT AMENDMENT – CHAPTER 12-23,**
46 **ENFORCEMENT [Postponed from June 12, 2013 Meeting]**

47
48 Lisa Romney, City Attorney, explained the proposed Zone Code Text Amendments for
49 Chapter 12-23 regarding enforcement, which are intended to bring the code enforcement
50 procedures for zoning ordinance violations in line with the procedures used for other civil code

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 4

Date of City Council Meeting: July 16, 2013

Short Title: UTA Trail License Agreement for DRGW Corridor

Initiated By: Staff

Scheduled Time: 7:25 (10 min.)

RECOMMENDATION

Approve Trail License Agreement between the City and the Utah Transit Authority ("UTA") for the use and maintenance of public pathway and trail system within the DRGW Corridor.

BACKGROUND

Several years ago, UTA acquired the railroad corridor known as the Denver and Rio Grande Western line ("DRGW Corridor") from Union Pacific and obtained a Notice of Exemption from the United States to abandon approximately 23 miles of the railway in the DRGW Corridor to accommodate a public trail system. Since then, various entities, including UTA, UDOT, Wasatch Front Regional Council, Davis County, and local cities, have cooperated to obtain federal funding for construction of the trail and have installed most segments of the trail from Roy to Farmington. Centerville's portion of the trail has been designed and sent out for bid. The bid award for construction of our portion of the trail is expected in early August, with construction to start in September.

As part of the cooperation and negotiation for construction of the trail within the DRGW Corridor and authorization from UTA for such use, local entities have agreed to take on all maintenance and liability obligations with respect to that portion of the trail within their respective jurisdictions. As construction occurs, local entities have entered into the Trail License Agreement with UTA specifying such obligations. Prior to final award of the bid for construction of Centerville's portion of the trail, the City must enter into such Trail License Agreement with UTA agreeing to maintain the trail and the DRGW Corridor.

Since the Trail License Agreement is a standard form that UTA enters into with each respective entity, we had little negotiating room regarding the terms of the contract. However, we worked with Davis County in a joint effort to lobby for some revisions and were successful in some regards. The following summarizes some relevant provisions of the contract that the Council should be aware of in approving the Agreement:

- The Agreement requires the City to maintain the entire DRGW Corridor which is approximately 60' wide. We tried to limit our maintenance obligation to just the trail and trail shoulder, but it was made clear by UTA representatives that this was not an option. Based on prior negotiations, the approval for use of the Corridor is contingent upon the cities taking care of the entire Corridor.
- Based on recommendations and concerns by Davis County, we added a provision to address annexation of property into the City. As provided in the last line of Section 2, the City agrees to maintain any portion of the trail that is located on property that is annexed into the City in the future.
- No equestrian use is permitted on the trail. We tried to talk UTA into allowing for the possibility of this type of use, but they said it was another non-negotiable provision at this time.
- The City is required to maintain the trail and Corridor in a manner that is consistent with the City's other parks and trails. We were able to eliminate a mandatory snow removal clause, but under Section 9, if the City removes snow on trails in other City parks, then we will be obligated to remove the snow on this trail. At this point, it is anticipated and expected that the City will plow the trail.
- UTA insists on keeping in two environmental liability clauses that we tried to have removed from the contract without success. As provided in Section 12.2, the City is required to indemnify UTA from any liability or losses arising from the use, operation or maintenance of the trail, and such indemnity includes "claims of personal injury to trail users due to exposure to preexisting environmental contamination." A similar clause is repeated in Section 12.3.
- We were able to negotiate a more favorable termination clause than what was originally proposed by UTA. Originally, we could only get out of the contract at year 25. If notice was not provided, we would be bound by the contract for another 25 years. We have added a provision that allows the City to terminate the contract with 5 years notice. We hope to never have to use this clause, but with a 50 year contract, I think it is advisable to have some type of out.
- We were also able to negotiate more favorable removal clauses regarding removal of the trail upon termination of the contract. Originally, the City was required to remove the trail at its cost upon termination for any reason. Now the contract provides that the City will pay for the cost of removal of the trail if the contract is terminated by the City (under our 5 year termination clause). If the contract is terminated by expiration or by UTA, then UTA will pay for the cost of removal of the trail.
- UTA reserves the right to require relocation of the trail. We added a provision that allows the City to decide whether relocation is feasible or whether we should just terminate the agreement. If relocation involves the entire trail, we may not have funds to completely rebuild the trail. As now drafted, if UTA wants the trail moved, and we agree to move the trail, the City pays for the cost of relocation. However, if the City does not want to move the trail, we can terminate the contract and UTA will pay the cost of removal of the trail.

With the revisions negotiated with UTA, Staff is recommending approval of the Trail License Agreement. This trail will be a great amenity for our citizens and other residents of surrounding communities.

Recommended Action: *The City Council hereby approves the Trail License Agreement between UTA and Centerville City for the use and maintenance of a pedestrian pathway and trail system within the DRGW Corridor.*

Attachments: Trail License Agreement

TRAIL LICENSE AGREEMENT
(Centerville – D&RGW Corridor)

This Trail License Agreement (the "Agreement") is entered into as of the _____ day of _____, 2013 by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA") and CENTERVILLE CITY CORPORATION, a municipal corporation organized under the laws of the State of Utah (the "City"). UTA and the City are hereafter sometimes collectively referred to as "parties," and either may be referred to individually as "party," all as governed to the context in which such words are used.

RECITALS

WHEREAS, UTA is the owner of a certain railroad corridor known as the Denver and Rio Grande Western line ("DRGW Corridor") as purchased from the Union Pacific Railroad Company ("UP");

WHEREAS, UP filed a Notice of Exemption with the United States Surface Transportation Board ("STB") seeking to abandon approximately 23.69 miles of the DRGW Corridor, and UTA filed a subsequent letter requesting that the STB issue a Notice of Interim Trail Use (the "NITU") regarding the DRGW Corridor pursuant to the National Trails Act (16 U.S.C. § 1247(d) and 49 CFR § 1152.29);

WHEREAS, the STB granted the NITU, suspending the abandonment proceeding and designating an interim use of the DRGW Corridor as a public trail;

WHEREAS, UTA, the City, Utah Department of Transportation ("UDOT"), Davis County, and other local jurisdictions have cooperated to finance, design, and construct a public trail along a portion of the DRGW Corridor;

WHEREAS, upon completion of construction of the public trail along a portion of the DRGW Corridor, the City agrees to maintain that portion of the trail located within the jurisdictional limits of the City in accordance with and subject to the terms and conditions set forth in the Agreement;

WHEREAS, the NITU (and therefore the use of the trail) is subject to the future restoration of rail service on the DRGW Corridor;

WHEREAS, the parties wish to acknowledge and confirm their respective agreements regarding the use and maintenance of the trail and D&RGW Corridor.

AGREEMENT

NOW, THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

1. Purpose of Agreement. Various entities have cooperated in a joint project to finance, design, construct, and install a public trail (the "Trail") on a portion of the DRGW Corridor. The Trail will be a paved pedestrian pathway. The Trail is to be located on the UTA owned right-of-way. Upon completion of construction of the Trail, the City will assume sole responsibility to operate and maintain those portions of the Trail and DRGW Corridor located within the jurisdictional limits of the City as more particularly provided in this Agreement.
2. Portions of Trail within the City. That portion of the Trail to be constructed within the jurisdictional limits of the City is approximately 1.41 miles long and extends from approximately milepost 757.00 to milepost 758.41 and approximately 1275 North to the northern City boundary line. This is a part of a larger project intended to extend the Trail the full length of the DRGW Corridor. The City will not have responsibility with respect to any portions of the Trail that are not constructed within the jurisdictional limits of the City; provided, the City agrees to maintain any portion of the Trail located on property that is annexed into the City in the future.
3. Scope of use for Trail. The Trail will be open to the public for pedestrian use and will also be available to bicyclists and similar compatible uses (excluding motor vehicle uses). No motorized or equestrian use of the Trail is permitted, with the exception of motorized vehicles performing authorized maintenance, fire, police and emergency response functions. UTA expressly reserves the right to prohibit any use of the Trail which is incompatible with UTA's other use(s) or interests in the DRGW Corridor.
4. Design Review. UDOT is the principal contracting entity with respect to the design consultant retained to perform design and engineering work for the Trail. UTA and the City have coordinated the design review process and both Parties approved the final design drawings that were included in the bid packages for project construction. The final approved design drawings are attached as Exhibit "A" to this Agreement.
5. Construction; Coordination with Contractor. UDOT is the principal contracting entity with respect to the contractor who will install the Trail in the DRGW Corridor. UTA being the property owner, will coordinate the contractor's access for the DRGW Corridor. UTA will require UDOT to require its contractor to obtain a Contractor's Right of Entry from UTA. UDOT shall require contractor to execute UTA's Contractor's Right of Entry form. UDOT shall inform its contractor or contractors of the requirement to execute this form and deliver the same to UTA prior to entry upon or the performance of any Construction inside the boundaries of the UTA Right of Way. Under no circumstances shall UDOT's contractor be allowed on the Right of Way without first executing and delivering to UTA the Contractor's Right of Entry form and providing the required proof of insurance. The City shall have no obligations to the contractor for the construction of the Trail and shall have no responsibility of liability to third parties for the acts or omissions of the contractor.
6. Inspection of Contractor's Work. When the contractor indicates that Trail construction is substantially complete under the terms of the construction contract, UDOT, UTA and the

City will conduct a joint inspection and walk-through of the construction site. As the party who will ultimately be responsible for operating and maintaining the Trail, the City shall have the right to object to any portions of the contractor's work which the City deems defective or non-compliant with the construction contract. At the completion of the inspection, UDOT, UTA and the City will develop a mutually agreeable punchlist of open items which the contractor must satisfactorily complete prior to final acceptance of the construction work. UDOT shall cause the contractor to complete the open items in accordance with the approved punchlist.

7. City to Maintain Trail. Beginning upon completion and final acceptance of the construction of the Trail by UDOT and continuing thereafter until the expiration or termination of this Agreement, the City shall assume sole responsibility to maintain the Trail and DRGW Corridor. This shall include responsibility for posting and enforcing rules and ordinances related to use of the Trail. This shall include maintaining, repairing, replacing, and reconstructing all pavements, fencing, signage, landscaping or other improvements installed as part of the Trail, such responsibility to continue throughout the term of this Agreement and until rail use is reactivated. This shall also include performing any law enforcement, security monitoring or other activities necessary to protect persons and property on the Trail.
8. License to Operate Trail. UTA hereby grants the City a license allowing the City to operate and maintain the Trail, as contemplated in the design drawings attached as Exhibit "A" to this Agreement. The license is subject to the terms and conditions of this Agreement. The scope of the license shall not include any improvements that are not specifically necessary for the Trail such as utility crossings or drainage facilities upon, under, along or within the DRGW Corridor. Any out of scope uses requested by the City shall be considered pursuant to a separate licensing process.
9. Maintenance Standard. The City agrees to maintain all Trail improvements in a good and workmanlike manner and in a manner consistent with the City's other public parks and trails. All maintenance shall be performed consistent with the laws, rules, regulations, ordinances or other requirements of any governmental authority having jurisdiction with respect to the DRGW Corridor. Any landscaping, bushes, trees, plants, and the like within the DRGW Corridor shall be maintained by City in a manner that is acceptable to UTA; which may include, but is not limited to, keeping down weeds, and noxious plants, and maintaining trees in a safe condition.
10. Work to be Performed by City after Initial Installation. Upon completion and acceptance of the construction of the Trail by UDOT, the City will be responsible for all subsequent work required to maintain the Trail to the standards contemplated in this Agreement. The City agrees to cause the preparation of detailed plans and specifications with respect to any non-routine work to be performed by the City within the DRGW Corridor including, without limitation, any work involving the proposed excavation or penetration of surface soils. UTA shall have the right to review and approve such plans and specifications. In addition, the City agrees to comply with requirements, standards and restrictions set forth in Exhibit "B" to this Agreement (Exhibit "B" is attached hereto and incorporated into and made a part of this Agreement by reference). As used in Exhibit "B", the term "Work" shall mean any activities

performed by the City subsequent to the initial installation including, without limitation, any subsequent maintenance, repair, replacement or reconstruction performed by the City.

11. Environmental Covenant. Unless specifically approved in writing by UTA, the City hereby covenants not to cause or permit the introduction, usage, storage or release of any hazardous materials on or adjacent to the DRGW Corridor. As used in this Agreement, the term "hazardous materials" means any pollutants, toxic substances, hazardous wastes, hazardous substances, oils of any kind or in any form (including petroleum, fuel oil, diesel oils, crude oil or any fraction thereof), and any other substances defined in or pursuant to the Resource Conservation and Recovery Act, the Comprehensive Response, Compensation and Liability Act, the Federal Clean Water Act, the Federal Clean Air Act, the Toxic Substance Control Act, or any other federal, state or local environmental laws, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereon, previously enforced or subsequently enacted. Without limiting the breadth of the foregoing covenant, the City hereby agrees that any herbicides or other chemicals used by the City to maintain landscaping improvements shall be subject to the advance approval of UTA's Environmental Compliance Manager or his or her designee.
12. Allocation of Liability; Indemnity. Each party shall perform the obligations it has assumed under the Agreement in a reasonable manner and in compliance with all applicable laws. Liability for any costs, liabilities, judgments, fines, fees (including attorneys' fees) or other losses (hereafter collectively "Losses") arising from the Trail shall be allocated as follows:
 - 12.1. Each party shall be liable and responsible for any Losses arising from or in connection with its respective breach of the obligations assumed under this Agreement.
 - 12.2. The City shall be liable and responsible for any Losses arising from or in connection with the operation or maintenance of the Trail after the initial completion and acceptance of construction of the Trail by UDOT, including, without limitation, Losses related to the death or injury of trail users or third parties or damage to property. The scope of this indemnity includes claims of personal injury to trail users due to exposure to preexisting environmental contamination.
 - 12.3. UTA shall remain liable and responsible for any Losses connected to the existing environmental condition of the DRGW Corridor, except for claims arising from trail user's exposure to existing environmental condition. The City shall be liable and responsible for any Losses related to any exacerbation of existing environmental conditions affected by the City's breach of its obligations under this Agreement including, without limitation, the City's violation of the covenant contained in Section 11 of this Agreement.
 - 12.4. All other Losses shall be allocated as otherwise provided by applicable law.

- 12.5. In cases where a lawsuit, enforcement proceeding, administrative hearing or other adjudicative proceeding is commenced against either party for or on account of Losses for which the other party may be solely or jointly liable under this Agreement, the party thus served shall give the other party timely written notice of the pendency of such proceeding, and thereupon the party so notified shall assume or join in the defense thereof. Neither party shall be bound by any judgment against the other party unless it shall have been so notified and shall have had reasonable opportunity to assume or join in the defense of the action.
- 12.6. Nothing provided in this Agreement is intended to waive, modify, limit or otherwise affect any defense or provisions that the parties may assert with respect to any third party under Title 63G, Chapter 7 of the Utah Code, as amended, and/or other applicable laws.

13. Subordination of Rights Granted – Relocation of Trail.

- 13.1. The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use its Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new facilities upon any or all parts of the Right of Way, all or any of which may be freely done at any time or times by UTA without liability to the City for compensation or damages. The grant of License is made without covenant of quiet enjoyment. UTA makes no warranties, either express or implied, regarding the existence or nonexistence of third person rights which may be superior to the License granted pursuant to this Agreement.
- 13.2. If necessary to accommodate a change or addition to the Right of Way, the City shall, within 180 days after receipt of written notice from UTA, modify the Trail, relocate all or any portion of the Trail to such new location on the Right of Way as UTA may designate, or (if relocation is not possible or not desirable as determined by the City) remove the Trail or a portion of the Trail entirely from the Right of Way. Any relocation or modification of the Trail or a portion thereof as required under the terms of this Section shall be at the City's expense with no reimbursement from UTA. Any removal of the Trail or a portion thereof as provided under the terms of this Section shall be in accordance with the provisions of Section 17, regarding Effect of Termination. All the terms, conditions and stipulations herein expressed with reference to the Trail on UTA's Right of Way in the location described herein shall, so far as the Trail remains on UTA Right of Way, apply to the Trail as modified or relocated pursuant to this Paragraph 13. This covenant constitutes consideration for the License granted by this Agreement. The City shall not be entitled to any damages or other compensation as the result of UTA's exercise of its rights under this Paragraph 13. UTA agrees to exercise its rights under this Paragraph 13 reasonably and in good faith.
- 13.3. The City expressly understands and agrees that if UTA deems it necessary or advisable to use the Right of Way or any portion of it, for transit purposes, UTA

may unilaterally terminate this License. Removal of the Trail and restoration of the Right of Way shall be conducted in accordance with the provisions of Section 17, regarding Effect of Termination.

- 13.4. The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to third parties by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.
- 13.5. The City acknowledges that, without the terms and conditions of this Paragraph 13, UTA would not otherwise grant a license for the Trail, and as such, the terms of this Paragraph 13 are intended to, and hereby do, constitute additional consideration for this Agreement. The City and UTA acknowledge and agree that the terms of Paragraph 13 of this Agreement shall govern the obligations of the Parties in the event any modification or relocation of the Trail shall be necessary.
- 13.6. UTA shall have the absolute right to close all or any portion of the Trail at any and all such times, and to such extent, as may be legally sufficient to prevent a dedication of, or the accrual of any right in, the Trail, to any person or entity or to the public.
14. Default. A party shall be deemed in default of this Agreement upon the failure of such party to observe or perform a covenant, condition or agreement on its part to be observed or performed, and the continuation of such failure for a period of 30 days after the giving of written notice by the non-defaulting party, which notice shall specify such failure and request that it be remedied; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, it shall not give rise to a default hereunder if corrective action is instituted within the 30-day period and thereafter diligently pursued until such failure is corrected. In the event of a default hereunder, the non-defaulting party shall have a breach of contract claim remedy against the defaulting party in addition to all the other remedies provided or permitted by law, provided that no remedy which would have the effect of amending or terminating any provisions of this Agreement shall become effective without formal amendment of this Agreement.
15. Term. This Agreement shall be effective when fully executed by both parties. Subject to the provisions for termination as provided in Section 16 below, this Agreement shall continue in full force and effect for an initial term of 25 years. Provided that neither party is in default with respect to this Agreement and subject to the provisions for termination as provided in Section 16 below, this Agreement shall automatically renew for an additional term of 25 years, provided that neither party has delivered (at least 90 days prior to expiration of the initial term) written notice of its intent to terminate the Agreement upon expiration of the initial term.
16. Termination. This Agreement and the Trail contemplated hereunder are both subject to recommencement of rail operations within the DRGW Corridor at any time. Notwithstanding the Term of this Agreement or any other provision of this Agreement, UTA shall have the right to terminate this Agreement, at its sole option, and without recourse on the part of the City, in the event that freight or public transit operation are commenced (or

construction with respect to freight or public transit improvements commences) in the DRGW Corridor. The City shall have the right to terminate this Agreement, and its maintenance obligations regarding the Trail and D&RGW Corridor, upon five (5) years prior written notice to UTA.

17. Effect of Termination. In the event that this Agreement expires or is terminated prior to expiration, the City shall peacefully surrender its use of the DRGW Corridor and the DRGW Corridor within the jurisdictional limits of the City shall cease to be used as a Trail. If the termination of this Agreement is by expiration (after the initial term or subsequent terms) or is terminated by UTA, then UTA, at its expense, shall be responsible for removal of any and all property constructed upon the DRGW Corridor as part of the Trail. If the termination of this Agreement is due to termination rights exercised by the City as provided in Section 16, then the City, at its expense, shall be responsible for removal of the Trail within the DRGW Corridor.

18. Notices. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give under this Agreement shall be made in writing and delivered to the other party at the addresses set forth below or at such other addresses as such party may provide in writing from time to time. All notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to UTA
Utah Transit Authority
Attn: Property Management Department
669 West 200 South
Salt Lake City, Utah 84101

With a Copy to
Utah Transit Authority
Attn: General Counsel's Office
P.O. Box 30810
Salt Lake City, Utah 84130-0810

If to the City
Centerville City
Attn: City Manager
250 North Main Street
Centerville, Utah 84014

With a Copy to
Centerville City
Attn: City Attorney
250 North Main Street
Centerville, Utah 84014

19. Non-Waiver. No covenant or condition of this Agreement may be waived by a party unless done so in writing by such party. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other party.

20. Severability. In the event any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of the Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. Governing Law. The validity, interpretation and performance of this Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Utah, without regard to its law on the conflict of laws. Any dispute arising out of this Agreement that cannot be resolved to the satisfaction of the parties shall only be brought in the District Court of Salt Lake County, Utah, which shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.
22. No Third-Party Beneficiaries. There are no intended third party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties, and nothing contained in this Agreement shall give or allow an claim or right of action by any third persons under this Agreement. It is the express intention of the parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.
23. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and no statements, promises or inducements made by either party or agents of either party that are not contained in this Agreement shall be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have each executed this Agreement as of the date first set forth above.

UTAH TRANSIT AUTHORITY

CENTERVILLE CITY CORPORATION

By: _____
Michael Allegra, General Manager

By: _____
Name:
Title:

By: _____
Steve Meyer, Chief Capital
Development Officer

ATTEST AND COUNTERSIGN:

CITY RECORDER

APPROVED AS TO FORM AND LEGALITY

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

UTA General Counsel's Office

Centerville City Attorney's Office

EXHIBIT "A"

DESIGN DRAWINGS FOR TRAIL

[INSERT DRAWINGS CONTAINED IN BID DOCUMENTS]

EXHIBIT "B"

RESTRICTIONS ON MAINTENANCE, REPAIR, RECONSTRUCTION AND OTHER WORK TO BE PERFORMED BY THE CITY IN THE DRGW CORRIDOR

- A. In the prosecution of the Work, the City shall comply with all applicable federal, state and local laws, regulations and enactments. If any failure by the City to comply with any laws, regulations and enactments shall result in a fine, penalty, cost or other charge being assessed, imposed or charged against UTA the City shall assume responsibility for and, if necessary, reimburse UTA for any such fine, penalty, cost or charge including, without limitation, attorneys' fees, court costs and expenses; provided, UTA provides the City with proper notice of the action. The City further agrees in the event of any such action, upon written notice thereof being provided by UTA, to defend such action free of cost, charge or expense to UTA. UTA shall have the right, but not the obligation, to observe any and all Work performed in or materially affecting the DRGW Corridor pursuant to this Agreement to ensure that the DRGW Corridor is adequately protected.
- B. The City acknowledges that the DRGW Corridor is subject to arrangements with the Utah Department of Environmental Quality ("UDEQ") and the United States Environmental Protection Agency ("EPA"). Pursuant to such arrangements, UTA is required to characterize any excavated soil that appears to be (or has the potential to be) contaminated and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these arrangements, UTA is not required to excavate any soil except as required for its rail construction activities in the DRGW Corridor. Accordingly, any excavation performed by the City exposes UTA to potential environmental liability that would not otherwise be present. Prior to commencing any Work involving excavation or other activities involving the penetration of the DRGW Corridor, the City shall cause to be prepared and submitted to UTA detailed engineering drawings showing the proposed Work and identifying the proposed area of excavation or penetration. The proposed Work may not be performed without the expressed written consent of UTA, which consent may be withheld at UTA's sole discretion.
- C. Various utilities may exist on, over and under the surface of the DRGW Corridor. Prior to commencing any Work, the City shall properly investigate and determine the location of all such utilities. In addition to the required investigation, the City shall have all utilities within the DRGW Corridor "blue-staked" according to state law and clearly marked prior to any excavation. The City, at its sole expense, shall make arrangements for the protection of all utilities and shall commence no excavation until all such protection has been accomplished.
- D. One or more fiber optic cable systems may be buried within the DRGW Corridor pursuant to 10-foot exclusive easements reserved by UP. Protection of fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to commencing any Work, the City shall telephone UP during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-

day number for emergency calls) to determine if fiber optic cable is buried near the location of proposed Work. If so, the City will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. The City shall not commence any of the Work until all such protection and temporary relocation have been accomplished. Upon completion of the Work, the City shall cause the relocated line to be restored to its prior location.

- E. The City shall fully pay for all materials joined or affixed to the DRGW Corridor in connection with the performance of Work, and for all labor performed with respect to such Work. The City shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any Work done or materials furnished thereon at the instance or request or on behalf of the City. The City shall require its contractor or contractors to obtain and provide a payment bond covering the full cost for the Work, with UTA and the City as named obligees.
- F. Upon completion of the Work, the City shall restore the surface of the DRGW Corridor to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any property that the City disturbed or removed from the DRGW Corridor.

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, JULY 16, 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 – June 19, 2013 meeting

C. NEW BUSINESS

1. Centerville Barnard Creek Community Development Project Area Plan
 - a. Public Hearing
 - b. Adopt RDA Resolution No. 2013-03 approving the draft Barnard Creek Community Development Project Area Plan as the official Project Area Plan
 - c. Adopt RDA Resolution No. 2013-04 approving an Interlocal Cooperation Agreement between the Redevelopment Agency of Centerville City and Centerville City for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Project Area

D. ADJOURNMENT

Steve H. Thacker
Executive Director

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 5

Date of City Council Meeting: July 16, 2013

Short Title: Adopt Barnard Creek Community Development Project Area Plan

Initiated By: _____

Scheduled Time: 7:55 (5 min.)

RECOMMENDATION

Adopt Ordinance No. 2013-09 approving the Barnard Creek Community Development Area Plan.

BACKGROUND

The RDA Board will consider the adoption of the final Project Area Plan creating the Barnard Creek Community Development Area. State Code requires that the City Council also adopt the Plan. Staff recommends the adoption of the Plan to continue to promote economic development in the northwest area of the City. This project's focus is to provide opportunity for job creation within the City.

The Plan is enclosed under items item #1 on the RDA meeting agenda.

ORDINANCE NO. 2013-09

AN ORDINANCE ADOPTING THE BARNARD CREEK COMMUNITY DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, AS THE OFFICIAL COMMUNITY DEVELOPMENT PROJECT AREA PLAN FOR THE PROJECT AREA, AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the Redevelopment Agency of Centerville City (the "Agency"), having prepared a Project Area Plan (the "Plan") for the Barnard Creek Community Development Project Area (the "Project Area"), the legal description attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated ("UCA") § 17C-4-109, and having held the required public hearing on the Plan on July 16, 2013, pursuant to UCA § 17C-4-102, adopted the Plan as the Official Community Development Plan for the Project Area; and

WHEREAS the Utah Community Development and Renewal Agencies Act (the "Act") mandates that, before the community development project area plan approved by an agency under UCA § 17C-4-102 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-4-105; and

WHEREAS the Act also requires that notice is to be given by the community legislative body upon its adoption of a community development project area plan under UCA § 17C-4-106.

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

- 1.** Centerville City hereby adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community development plan for the Project Area (the "Official Plan").
- 2.** City staff and consultants are hereby authorized and directed to publish or cause to be published the notice required by UCA § 17C-4-106, whereupon the Official Plan shall become effective pursuant to UCA § 17C-4-106(2).
- 3.** Pursuant to UCA § 17C-4-106(4), the Agency may proceed to carry out the Official Plan upon its adoption.
- 4.** This ordinance shall take effect immediately.

APPROVED AND ADOPTED this ___ day of July, 2013.

Mayor

Attest:

City Recorder

PROJECT AREA LEGAL DESCRIPTION

An entire tract of land being described for the Barnard Creek Community Development Area, situate in the NE1/4 of Section 12, and the SE1/4 of Section 1 all in T.2 N., R.1 W., S.L.B. & M., Davis County. The boundaries of said entire tract of land are described as follows:

Beginning at a point on the westerly right of way line of a railroad, said point is S. 89°58'05" W. 89.73 feet along the north line of said Section 12 from the northeast corner of said section, and running thence along said railroad right of way line S. 0°12'29" W. 1310.52 feet to the southeast corner of said entire tract; thence S. 89°49'20" W. 297.64 feet more or less to the extension of the centerline of 725 North Street; thence along said centerline S. 89°47'41" W. 1376.91 feet to the terminus of the centerline in the Excel Industrial Park Subdivision No. 2 as filed in the Davis County Recorder's Office; thence N. 89°53'30" W. 423.82 feet to the easterly right of way line of the former Denver and Rio Grande Railroad and the southeast corner of said entire tract; thence along said railroad right of way the following three (3) courses and distances (1) N. 9°00'33" E. 1330.93 feet; thence (2) N. 89°57'55" E. 52.82 feet; thence (3) N. 9°01'00" E. 1412.82 feet to the northerly right of way line of 1275 North Street and the northwest corner of said entire tract; thence S. 89°58'47" E. 1183.30 feet along said northerly right of way line and the extension thereof to the easterly right of way line of said 1275 North Street; thence along said easterly right of way line southerly 102.94 feet along the arc of a 1966.21-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 19°09'00" W. for a distance of 102.92 feet); thence S. 89°56'56" E. 475.63 feet to said westerly railroad right of way line; thence S. 0°12'29" W. 1296.28 feet along said railroad right of way line to the point of beginning.

The above described entire tract of land contains 114.67 acres more or less.

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 6

Date of City Council Meeting: July 16, 2013

Short Title: Interlocal Cooperation Agreement Between RDA & Centerville City re
Barnard Creek Community Development Project Area

Initiated By: _____

Scheduled Time: 8:00 (5 min.)

RECOMMENDATION

Adopt Resolution No. 2013-18, approving an Interlocal Cooperative Agreement between the Redevelopment Agency of Centerville City and Centerville City for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Area.

BACKGROUND

The attached resolution would approve the agreement between Centerville City and the RDA, committing to the RDA 75% of the City's tax increment generated from the Project Area, to be used for the purposes outlined in the Project Area Plan. Staff will begin to negotiate similar agreements with the other taxing entities within the Project Area; see attached increment projections from Barnard Creek Plan and graph.

RESOLUTION NO. 2013-18

RESOLUTION OF THE LEGISLATIVE BODY OF CENTERVILLE CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY AND THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the "CDRA Act"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS Centerville City, Utah (the "City") and the Redevelopment Agency of Centerville City (the "Agency") are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the City desires to enter into an Interlocal Agreement with the Agency whereby the City would remit to the Agency a portion of the property tax increment generated within the Barnard Creek Community Development Project Area, (the "Project Area") which would otherwise flow to the City, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the City as follows:

1. The Interlocal Cooperation Agreement between the City and the Agency, substantially in the form attached hereto as Exhibit A (the "Agreement"), is approved in substantially final form and shall be executed for and on behalf of the City by the Mayor and City Recorder. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Mayor, whose execution thereof on behalf of the City shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the City Recorder, the keeper of records of the City.

4. The City is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for

public inspection and copying at the City's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of Centerville City, Utah this ____ day of _____, 2013.

Mayor, Centerville City

Attest:

City Recorder

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

How Tax Increment Financing Works

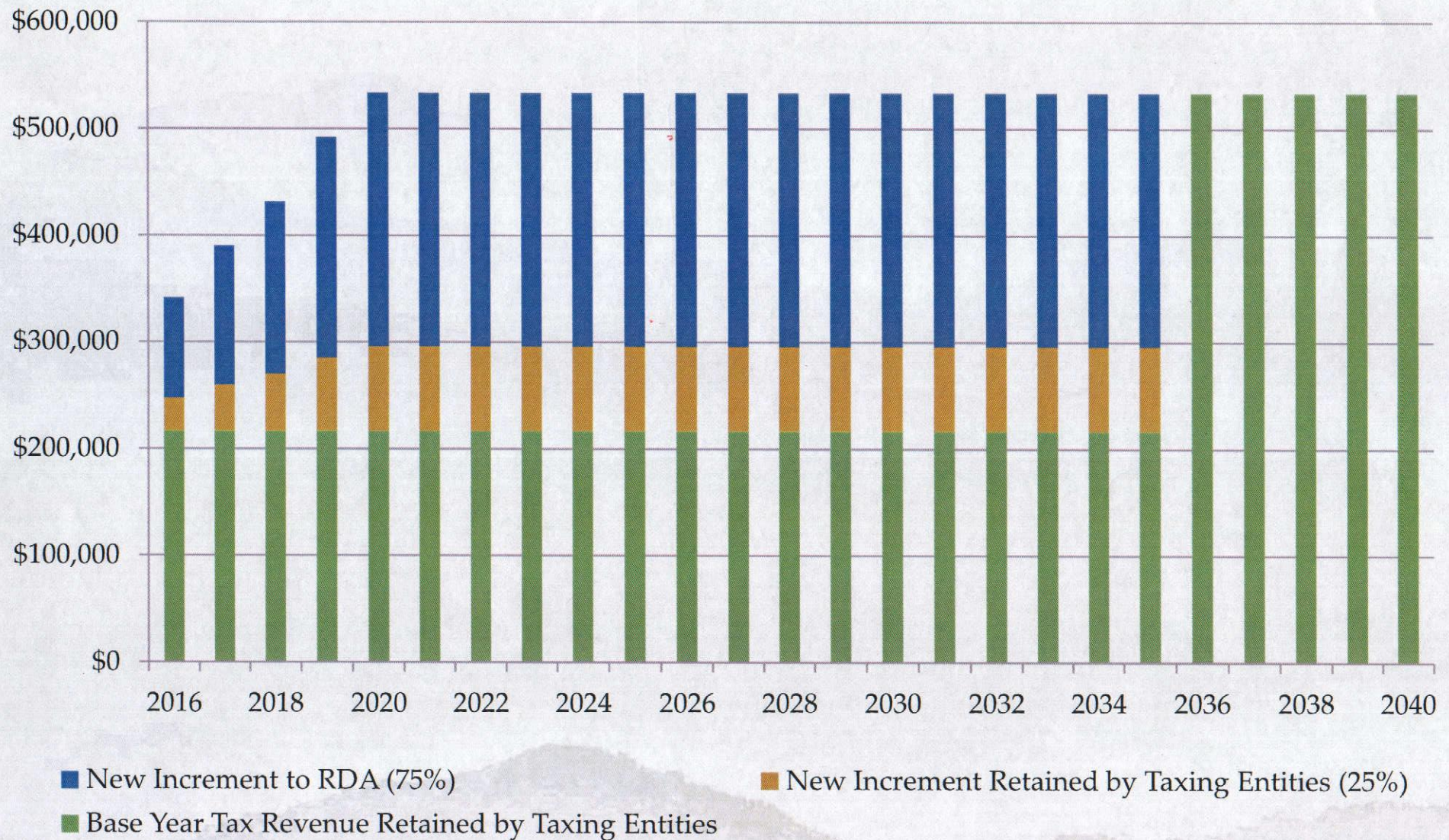




TABLE 3: SOURCES OF TAX INCREMENT FUNDS

ENTITY	PERCENTAGE	LENGTH	AMOUNT
Davis County	75%	20 Years	\$754,973
Davis County School District	75%	20 Years	\$125,039
County Library	75%	20 Years	\$2,823,176
Centerville	75%	20 Years	\$367,856
Weber Basin Water Conservancy District	75%	20 Years	\$67,888
Davis County Mosquito Abatement District	75%	20 Years	\$33,154
South Davis County Sewer Improvement District	75%	20 Years	\$104,200
South Davis Recreation District	75%	20 Years	\$125,987
Total Sources of Tax Increment Funds			\$4,402,272

TABLE 4: USES OF TAX INCREMENT

Uses	AMOUNT
Project Development Costs @ 85%	\$3,741,932
RDA Administrative Costs @ 5%	\$220,114
Housing @ 10%	\$440,227
Total Uses of Tax Increment Funds	\$4,402,272

UTAH CODE
§17C-4-103(11)

ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT

UTAH CODE
§17C-4-103(11)(a)

THE BENEFICIAL INFLUENCES UPON THE TAX BASE OF THE COMMUNITY

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues and job growth. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings and personal property (machines, equipment, etc.). The increase in personal property value is anticipated to be significant since the area will contain industrial and manufacturing uses.

It is estimated that the development of the area will result in over 150 new jobs. These jobs will likely result in an average monthly wage of approximately \$3,215.³ Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity in the area, especially at a time when the construction sector of the economy is struggling. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

UTAH CODE
§17C-4-103(11)(b)

THE ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available).

³ Utah Department of Workforce Services, Average Monthly Nonfarm Wage, Davis County, 2011

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 7

Date of City Council Meeting: July 16, 2013

Short Title: Culinary Water Impact Fee Facilities Plan/Analysis

Initiated By: _____

Scheduled Time: 8:05 (45 min.)

RECOMMENDATION

Receive a presentation from the consultant who prepared the Culinary Water Impact Fee Facilities Plan/Analysis. Following the presentation, determine whether to proceed with the process to implement the proposed higher impact fee and set this matter for a public hearing at a future Council meeting.

BACKGROUND

Lewis Young Robertson Burningham (LYRB) was hired several months ago to prepare a Culinary Water Impact Fee Facilities Plan/Analysis. The City has not increased its water impact fee since the mid-1990's when it was set at \$1,200 for a ¾ inch connection. State law allows cities to collect impact fees from new development, but the amount of the fees must be justified by an impact fee plan and analysis that meet the requirements of State law. The draft Plan and Analysis document prepared by LYRB, with assistance from City staff, is enclosed.

CENTERVILLE CITY CULINARY WATER IMPACT FEE FACILITIES PLAN (IFFP) AND IMPACT FEE ANALYSIS (IFA)



**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-596-0700 - (TF) 800-581-1100 - (F) 801-596-2800 - WWW.LEWISYOUNG.COM

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IMPACT FEE CERTIFICATION

IFFP Certification

Lewis Young Robertson & Burningham, Inc. and Centerville City jointly certify that the Impact Fee Facilities Plan ("IFFP") prepared for culinary water services:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement; and
3. complies in each and every relevant respect with the Impact Fees Act.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
CENTERVILLE CITY

IFA Certification

LYRB certifies that the Impact Fee Analysis ("IFA") prepared for culinary water services:

1. includes only the costs of public facilities that are:
 - a. allowed under the Impact Fees Act; and
 - b. actually incurred; or
 - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. does not include:
 - a. costs of operation and maintenance of public facilities;
 - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents;
 - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
 - d. offsets costs with grants or other alternate sources of payment; and
3. complies in each and every relevant respect with the Impact Fees Act.

LYRB makes this certification with the following caveats:

1. All of the recommendations for implementation of the IFFP made in the IFFP documents or in the IFA documents are followed by City Staff and elected officials.
2. If all or a portion of the IFFP or IFA are modified or amended, this certification is no longer valid.
3. All information provided to LYRB is assumed to be correct, complete, and accurate. This includes information provided by the District as well as outside sources.

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

SECTION 1: EXECUTIVE SUMMARY

The purpose of the Culinary Water Impact Fee Facilities Plan ("IFFP"), with supporting Impact Fee Analysis ("IFA"), is to fulfill the requirements established in Utah Code Title 11 Chapter 36a, the "Impact Fees Act," and help Centerville City (the "City") plan necessary capital improvements for future growth. This document will address the future culinary water infrastructure needed to serve the City through the next six years, as well as the appropriate impact fees the City may charge to new growth to maintain the level of service ("LOS"). The Centerville City Culinary Water System Master Plan Update 2010, along with updated information from the City, provides much of the information utilized in the analysis for the purposes of calculating impact fees.

- ✦ **Impact Fee Service Area:** The service area for culinary water impact fees includes all areas within the City. This document identifies capital projects that will help to maintain the same level of service enjoyed by existing residents into the future.
- ✦ **Demand Analysis:** The demand units utilized in this analysis are based on typical usage patterns measured in gallons per minute (GPM) and equivalent residential connections (ERCs) generated from residential and commercial land-use types. As residential and commercial growth occurs within the City, additional ERCs will be generated. The culinary water capital improvements identified in this study are based on maintaining the current level of service.
- ✦ **Level of Service:** The existing and proposed level of service for the source component is approximately 0.50 GPM per ERC. The City has chosen to adopt a lower level of service than currently exists for the storage component. The proposed level of service is 540 gallons per ERC, or the state standard. The distribution level of service is based on hydraulic modeling shown in the Master Plan.
- ✦ **Excess Capacity:** The source component has no excess capacity at the existing LOS of 0.50 GPM per ERC and therefore a buy-in component for future growth will not be contemplated in this analysis. The buy-in cost to growth calculated for storage is approximately \$385,547. The buy-in cost to growth calculated for the distribution component is approximately \$890,507.
- ✦ **Capital Facilities Analysis:** Due to the lack of excess capacity for the source component, the City will be constructing the Chase Lane Well at a cost of approximately \$1,030,000. The Chase Lane Well will add 800 GPM, which will serve 1,593 ERCs at the 0.50 GPM LOS.
- ✦ **Outstanding Debt:** In 2012 the City issued \$4.2 million in bonds, a portion of which will be used for future improvements to the water system, including the Chase Lane Well source improvements. The total interest amount associated with the Series 2012 bonds is approximately \$979,088. Interest cost associated the bonded indebtedness is an eligible cost that can be paid with impact fees. The proportional interest cost assignable to new growth is \$239,877.
- ✦ **Funding of Future Facilities:** This analysis assumes future growth related facilities will be funded through a combination of utility revenues, previously issued debt proceeds, and impact fee revenues.

PROPOSED CULINARY WATER IMPACT FEE

The culinary water impact fees proposed in this analysis will be assessed within all areas of the City. The tables below illustrate the appropriate buy-in component related to storage and distribution and the fee associated with projects occurring within the next six years related to the source. The impact fee calculations also include debt related expenses. The proportionate share analysis determines the proportionate cost assignable to new development based on the amount of excess capacity that will serve future growth within the individual components and based on the proposed capital projects and the estimated ERCs served by the proposed projects.

TABLE 1.1: IMPACT FEE PER ERC

	TOTAL COST TO CITY	% TO GROWTH	COST TO GROWTH	ERCs SERVED	FEE PER ERC
Excess Capacity (Buy-In Component)					
Storage	\$2,965,747	13.0%	\$385,547	1,046	\$369
Distribution (Total Minus Dev Contributions)	\$7,546,670	11.8%	\$890,507	1,046	\$851
Cost to Future Growth					
Source	\$1,030,000	100.0%	\$1,030,000	1,593	\$646
Outstanding Debt (Interest)	\$979,088	24.5%	\$239,877	1,593	\$151
Other					
Professional Expense	\$10,040	100.0%	\$10,040	1,046	\$10
Total	\$12,531,545		\$2,555,971	1,046	\$2,027

COST TO NEW GROWTH CALCULATIONS:

Excess Capacity Storage: Estimated ERCs in the planning horizon are anticipated to be 1,046. Using a level of service of 540 gallons per ERC, approximately 564,840 gallons would be required in the planning horizon, or 13 percent of the current storage capacity of 4,330,000. This same 13 percent is applied to the total cost of existing storage improvements to calculate the cost of growth included in the impact fee.

Excess Capacity Distribution: The distribution system is anticipated to serve through buildout or approximately 8,883 ERCs. The ERCs anticipated in the planning horizon (1,046) make up 11.8 percent of the total buildout projection. This percentage is applied to the total cost of existing distribution improvements to calculate the cost of growth included in the impact fee.

Cost to Future Growth Source: 100 percent of the costs for source are considered growth related. However, the future source improvements are anticipated to serve more ERCs than projected within the planning horizon. Future source improvements will serve approximately 1,593 ERCs, thus the total cost to growth is spread over this amount.

Cost to Future Growth Debt: The future cost to growth for source improvements makes up 24.5 percent of the total par amount for the Series 2012 bonds. This same percentage is applied to the interest cost for the Series 2012 bonds and is included in the impact fee.

Other: 100% of the cost to update the IFFP and IFA in the planning horizon (through 2019) is attributed to growth.

TABLE 1.2: IMPACT FEE PER METER SIZE

METER SIZE (INCHES)	ERC MULTIPLIER	IMPACT FEE PER METER SIZE	EXISTING IMPACT FEE	% CHANGE
3/4	1.00	\$2,027	\$1,200	69%
1	2.50	\$5,068	\$3,000	69%
1 1/2	6.00	\$12,162	\$7,200	69%
2	18.00	\$20,270	\$12,000	69%
3	22.50	\$45,608	\$27,000	69%
4	62.50	\$126,688	\$75,000	69%

Source: ERC Multipliers provided by Centerville City

NON-STANDARD CULINARY WATER IMPACT FEES

The City reserves the right under the Impact Fees Act to assess an adjusted fee that more closely matches the true impact that the land use will have upon public facilities.¹ This adjustment could result in a lower impact fee if the City determines that a particular user may create a different impact than what is standard for its land use. To determine the impact fee for a non-standard use, the City should use the following formula:

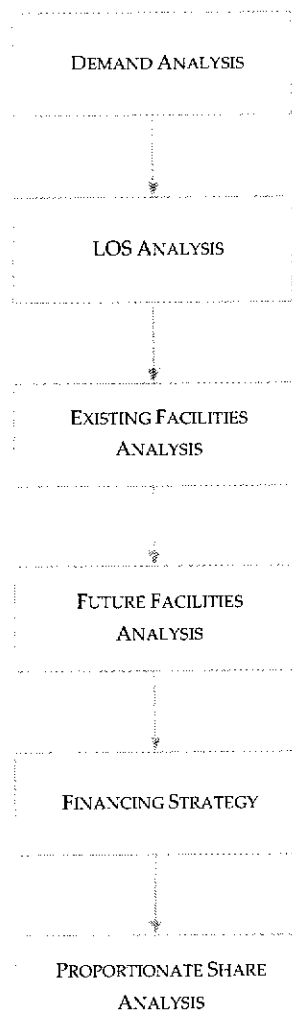
FORMULA FOR NON-STANDARD WATER IMPACT FEES:

$$\text{Estimated Usage (GPM)} / 0.50 \text{ (GPM)} * \$2,027 = \text{Impact Fee}$$

¹ 11-36a-402(1)(c)

SECTION 2: GENERAL IMPACT FEE METHODOLOGY

FIGURE 2.1: IMPACT FEE
METHODOLOGY



The purpose of this study is to fulfill the requirements of the Impact Fees Act regarding the establishment of an IFFP and IFA. The IFFP is designed to identify the demands placed upon the City's existing facilities by future development and evaluate how these demands will be met by the City. The IFFP is also intended to outline the improvements which are intended to be funded by impact fees. The IFA is designed to proportionately allocate the cost of the new facilities and any excess capacity to new development, while ensuring that all methods of financing are considered. Each component must consider the historic level of service provided to existing development and ensure that impact fees are not used to raise that level of service. The following elements are important considerations when completing an IFFP and IFA.

DEMAND ANALYSIS

The demand analysis serves as the foundation for the IFFP. This element focuses on a specific demand unit related to each public service – the existing demand on public facilities and the future demand as a result of new development that will impact public facilities.

LEVEL OF SERVICE ANALYSIS

The demand placed upon existing public facilities by existing development is known as the existing "Level of Service" ("LOS"). Through the inventory of existing facilities, combined with the growth assumptions, this analysis identifies the level of service which is provided to a community's existing residents and ensures that future facilities maintain these standards. Any excess capacity identified within existing facilities can be apportioned to new development. Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities.

EXISTING FACILITY INVENTORY

In order to quantify the demands placed upon existing public facilities by new development activity, the Impact Fee Facilities Plan provides an inventory of the City's existing system facilities. To the extent possible, the inventory valuation should consist of the following information:

- Original construction cost of each facility;
- Estimated date of completion of each future facility;
- Estimated useful life of each facility; and,

The inventory of existing facilities is important to properly determine the excess capacity of existing facilities and the utilization of excess capacity by new development.

FUTURE CAPITAL FACILITIES ANALYSIS

The demand analysis, existing facility inventory and LOS analysis allow for the development of a list of capital projects necessary to serve new growth and to maintain the existing system. This list includes any excess capacity of existing facilities as well as future system improvements necessary to maintain the level of service. Any demand generated from new development that overburdens the existing system beyond the existing capacity justifies the construction of new facilities.

FINANCING STRATEGY – CONSIDERATION OF ALL REVENUE SOURCES

This analysis must also include a consideration of all revenue sources, including impact fees, future debt costs, alternative funding sources and the dedication of system improvements, which may be used to finance system improvements.² In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.³

PROPORTIONATE SHARE ANALYSIS

The written impact fee analysis is required under the Impact Fees Act and must identify the impacts placed on the facilities by development activity and how these impacts are reasonably related to the new development. The written impact fee analysis must include a proportionate share analysis, clearly detailing each cost component and the methodology used to calculate each impact fee. A local political subdivision or private entity may only impose impact fees on development activities when its plan for financing system improvements establishes that impact fees are necessary to achieve an equitable allocation to the costs borne in the past and to be borne in the future (UCA 11-36a-302).

² 11-36a-302(2)

³ 11-36a-302(3)

SECTION 3: OVERVIEW OF SERVICE AREA, DEMAND, AND LOS

SERVICE AREAS

Utah Code requires the impact fee enactment to establish one or more service areas within which impact fees will be imposed.⁴ The impact fees identified in this document will be assessed to a single, city-wide service area. It is anticipated that the growth projected over the next six years and through build-out, will impact the City's existing services. Culinary water infrastructure will need to be expanded in order to maintain the existing level of service. Impact fees have become an ideal mechanism for funding growth-related infrastructure. This analysis is designed to accurately assess the true impact of a particular user upon the City's infrastructure and prevent existing users from subsidizing new growth. This analysis also ensures that new growth isn't paying for existing system deficiencies.

TABLE 3.1: CITY-WIDE ERC GROWTH PROJECTIONS

YEAR	ERC EST.
2013	6,911
2014	7,075
2015	7,243
2016	7,416
2017	7,592
2018	7,772
2019	7,957
Growth from 2013-2019	1,046

Source: Centerville City Culinary Water System Master Plan Update, April 2010, pg. 14

DEMAND UNITS

As shown in Table 3.1, the growth in ERCs is expected to reach 7,957 units by 2019, based on a growth rate of approximately 2.38 percent. This represents an increase of 1,046 ERCs from 2013. The City anticipates 1,972 additional ERCs from 2013 to buildout.⁵

LEVEL OF SERVICE STANDARDS

Impact fees cannot be used to finance an increase in the level of service to current or future users of capital improvements. Therefore, it is important to identify the existing and proposed culinary water level of service to ensure that the new capacities of projects financed through impact fees do not exceed the established standard.

SOURCE

The existing and proposed LOS for the source component is approximately 0.50 GPM per ERC as shown in table 3.2. This is based on the total existing source production of 4,150 GPM, less 680 GPM for emergency back-up and outdoor irrigation. The net source supply (3,470 GPM) is then divided by the number of ERCs in 2013 to calculate the GPM per ERC.

TABLE 3.2: SOURCE LEVEL OF SERVICE (LOS)

ASSET NAME	LOCATION	GALLONS PER MINUTE (GPM)	GPM PER ERC
Rick's Creek	Main Street	900	0.13
Carrington	50 East 1420 North	850	0.12
City Hall	100 East 300 North	800	0.12
Church	200 South 200 East	900	0.13
Lyons	50 East Center Street	400	0.06
Weber Basin Source		300	0.04
Total Source Supply		4,150	0.60
Less Required Emergency Back-up & Outdoor Irrigation		(680)	
Total Source Supply (Less Required State Emergency Back-up & Outdoor Irrigation)		3,470	0.50

Source: Centerville City Culinary Water System Master Plan Update, April 2010, page 7, figure 2 for Wells and page 14 for Emergency Back-up and Outdoor Irrigation Requirements. Production based on 8 hours per day for 365 days

⁴ UC 11-36a-402(a)

⁵ Buildout ERCs were calculated based on existing land use data provided by the City.

STORAGE

The existing level of service for the storage component is approximately 627 gallons per ERC as shown in table 3.3. This is based on the total existing storage capacity of 5,500,000 gallons less 1,170,000 gallons for fire storage and emergency. The net storage (4,330,000 gallons) is then divided by the number of ERCs in 2013 to calculate the gallons per ERC. While the existing level of service for storage is approximately 627 gallons per ERC, the City may choose to adopt a lower proposed level of service for the calculation of the impact fees. The City has chosen to adopt the state required level of service for storage of 540 gallons per ERC.⁶

TABLE 3.3: STORAGE LEVEL OF SERVICE (LOS)

ASSET NAME	LOCATION	GALLON CAPACITY	GALLONS PER ERC
Island View	950 East 200 South	1,000,000	145
1st South	700 East 100 South	1,500,000	217
Parrish Lane	700 East	1,000,000	145
Green Steel	700 East 1100 North	500,000	72
Rolling Hills	400 East 1975 North	500,000	72
Ricks Creek	450 East 1500 North	1,000,000	145
Total Storage Capacity		5,500,000	796
Less Required Emergency & Fire Storage		(1,170,000)	
Total Storage Capacity (Less Required State Emergency & Fire Storage)		4,330,000	627

Source: Centerville City Culinary Water System Master Plan Update, April 2010, page 8, figure 1 for Reservoirs and page 16 for Emergency and Fire Storage.

DISTRIBUTION

The 2010 Centerville City Culinary Water System Master Plan does not outline any future growth related priority distribution improvements. As stated in the Master Plan, the System has been modeled using the EPANET computer program developed by the National Risk Management Research Laboratory. The model was calibrated at various locations with different flows and with average daily demand to verify static pressures. The calibration runs were done within 1 to 5 psi for dynamic results and the static calibration was done within 1 psi.⁷ Based on this analysis, the system has sufficient capacity to handle new development activity through 2019.

⁶ Centerville City Culinary Water System Master Plan, April 2010, page 16, table 4.

⁷ Centerville City Culinary Water System Master Plan, April 2010, page 16.

SECTION 4: EXISTING FACILITIES INVENTORY

EXCESS CAPACITY

The intent of the equity buy-in component is to recover the costs of the unused capacity in existing infrastructure from new development. This section addresses any excess capacity within the culinary water system.

SOURCE

Based on the existing level of service of 0.50 GPM per ERC, there is no excess capacity within the existing system. Currently demand and capacity are equal at 3,470 GPM, serving approximately 6,911 ERCs. However, in order to maintain that same level of service of 0.50 GPM per ERC in the future, the City will need to expand the capacity of the source component. An additional 525 GPM of source capacity will need to be added to serve the 1,046 new ERCs projected through 2019.

TABLE 4.1: ILLUSTRATION OF EXCESS CAPACITY OF SOURCE COMPONENT

SOURCE	VOLUME (GPM)	ERCs SERVED
Existing Source Capacity	3,470	6,911
Current Source Demand (2013)	3,470	6,911
Excess Capacity	0	0
	ERCs in Planning Horizon	1,046
	Difference	(1,046)
	New Source Needed (GPM) at 0.50 GPM/ERC	525

STORAGE

A comparison of existing storage capacity relative to the future storage requirements per ERC illustrates excess capacity within the system. The total capacity of the existing storage system is 4,330,000 Gallons. However, the City's current demand for storage is only 3,731,940 gallons, leaving an excess capacity of 598,060 gallons. ERCs are expected to grow by 1,046 through the six-year planning horizon (2013-2019) resulting in a need for an additional 564,840 gallons. This equates to 13 percent of the total capacity within the storage system, leaving approximately one percent or 33,220 gallons available for growth after 2019.

TABLE 4.2: ILLUSTRATION OF EXCESS CAPACITY AND NEW STORAGE REQUIREMENTS

TANK	GALLONS	ERCs SERVED	% OF TOTAL CAPACITY
Existing Storage Capacity	4,330,000	8,019	100.0%
Current Storage Demand (2013)	3,731,940	6,911	86.2%
Excess Capacity	598,060	1,108	13.8%
Future Demand (2013-2019)	564,840	1,046	13.0%
Difference	33,220	62	0.8%

Note: Based on a LOS of 540 gallons/ERC.

The total value of the existing storage facilities (based on the City's depreciation schedule) is \$2,965,747. The future demand over the six-year planning horizon will utilize 13 percent of the total capacity of the existing system. Thus, the total buy-in cost to growth for storage is \$385,547. Table 4.3 displays this buy-in calculation.

TABLE 4.3: DETERMINATION OF VALUE OF EXISTING STORAGE FACILITIES RELATED TO NEW GROWTH

	COSTS TO CITY	
Total Value of Existing Facilities	\$2,965,747	Based on existing depreciation schedules
Percent Excess Capacity Utilized for Demand 2013-2019	13%	See Table 4.2: New ERC Growth through 2019 (1,046) / Total Storage Capacity in ERCs (8,019)
Buy-in Cost to Growth	\$385,547	

DISTRIBUTION

Based on the analysis provided in the Master Plan, the system has sufficient capacity to handle new development activity through 2019. As a result, the impact fee analysis includes a buy-in component for existing distribution improvements. The buy-in is calculated by apportioning a percentage of the existing distribution costs to new development through buildout as shown in the table below.

TABLE 4.4: DETERMINATION OF VALUE OF EXISTING DISTRIBUTION FACILITIES RELATED TO NEW GROWTH

YEAR	ERCs
New ERC's from 2013-2019	1,046
Total Capacity	8,883
Percent Buy-In to New Growth	11.8%
Existing Value of Distribution Improvements (less Developer Improvements)	\$7,546,670
Value to New Growth (11.8%)	\$890,507

MANNER OF FINANCING EXISTING PUBLIC FACILITIES

The City has funded its existing capital infrastructure through a combination of different revenue sources, including general utility fund revenues, the issuance of debt, and grant monies. This analysis has removed all funding that has come from federal grants and donations from non-resident citizens to ensure that none of those infrastructure items are included in the level of service.

The City has one piece of outstanding debt related to the system's capacity: the 2012 Water Revenue and Refunding Bonds. This outstanding debt was issued for the purpose of improving the existing system, while at the same time increasing capacity within the system.

2012 WATER REVENUE AND REFUNDING BONDS

In 2012, the City issued \$4,210,000 in Water Revenue and Refunding Bonds. An estimated \$1,656,000 of the total bond amount was used to pay off the 2002A and 2003 bonds previously issued by the City. Of the remaining \$2.5 million of the 2012 bonds, \$1,030,000 will be used for growth related improvements. This equates to 24.5% of the total bond amount.

The principal and interest payments for the 2012 bonds are shown in the table below. The total interest cost for the 2012 bonds by year 2031 will be \$979,088. Since interest costs are an eligible cost that can be paid for with impact fees, the cost to new growth is \$239,877, or 24.5% of the total interest costs of the bonds.

TABLE 4.3: ILLUSTRATION OF OUTSTANDING DEBT & INTEREST COSTS

2012 WATER REVENUE & REFUNDING BONDS, SERIES 2012 \$4,210,000 CENTERVILLE, UTAH			
Year	Principal	Coupon	Interest
2012	335,000.00	2.00%	59,100.10
2013	355,000.00	2.00%	109,562.50
2014	365,000.00	2.00%	102,462.50
2015	405,000.00	4.00%	95,162.50
2016	425,000.00	2.50%	78,962.50
2017	185,000.00	2.25%	68,337.50
2018	265,000.00	2.50%	64,175.00
2019	285,000.00	2.50%	57,550.00
2020	305,000.00	2.50%	50,425.00
2021	100,000.00	2.50%	42,800.00
2022	100,000.00	2.50%	40,300.00
2023	105,000.00	3.00%	37,800.00
2024	110,000.00	3.00%	34,650.00

2012 WATER REVENUE & REFUNDING BONDS, SERIES 2012			
\$4,210,000, CENTERVILLE, UTAH			
2025	110,000.00	3.00%	31,350.00
2026	115,000.00	3.00%	28,050.00
2027	120,000.00	3.00%	24,600.00
2028	120,000.00	4.00%	21,000.00
2029	130,000.00	4.00%	16,200.00
2030	135,000.00	4.00%	11,000.00
2031	140,000.00	4.00%	5,600.00
Totals:	\$4,210,000		\$979,087.60

DRAFT

SECTION 5: CAPITAL FACILITY ANALYSIS

The estimated costs attributed to new growth were analyzed based on existing development versus future development patterns, as well as through an analysis of flow data. From this analysis, a portion of future development costs were attributed to new growth and included in this impact fee analysis as shown in table 5.1. Capital projects related to curing existing deficiencies were not included in the calculation of the impact fees. The costs of projects related to curing existing deficiencies cannot be funded through impact fees.

Total future project costs equate to \$1,030,000, as shown in the table below. These projects meet the future source needs related to new growth and are all growth related improvements. The future projects will add 800 GPM in additional source capacity, which will serve 1,593 ERCs based on the LOS of 0.50 GPM/ERC. The planning horizon only anticipated 1,046 ERCs, thus the new source improvements will serve growth beyond the planning horizon of 2019.

TABLE 5.1: ILLUSTRATION OF CAPITAL IMPROVEMENTS

PROJECT	GPM	ERCs SERVED	NEW ERC'S (2013-2019)	% TO GROWTH	TOTAL COST	TOTAL COST TO CITY	COST TO GROWTH
Chase Lane Well							
Chase Lane Well Drill & Engineering	800	1,593	1,046	100%	\$425,000	\$425,000	
Chase Lane Well Pump House	800	1,593	1,046	100%	\$450,000	\$450,000	
Chase Lane Well Property	800	1,593	1,046	100%	\$70,000	\$70,000	
Transmission Line	800	1,593	1,046	100%	\$85,000	\$85,000	
Total Source:	800	1,593	1,046	100%	\$1,030,000	\$1,030,000	\$1,030,000

The City has determined the projects included in this Impact Fee Facilities Plan using capital project and engineering data, planning analysis and other information. The City has provided all future capital project data including project descriptions and estimated project costs. The accuracy and correctness of this plan is contingent upon the accuracy of the data and assumptions. Any deviations or changes in the assumptions due to changes in the economy or other relevant information used by the City for this study may cause this plan to be inaccurate and require modifications.

SYSTEM VS. PROJECT IMPROVEMENTS

System improvements are defined as existing and future public facilities designed to provide services to service areas within the community at large.⁸ Project improvements are improvements and facilities that are planned and designed to provide service for a specific development (resulting from a development activity) and considered necessary for the use and convenience of the occupants or users of that development.⁹ To the extent possible, this analysis only includes the costs of system improvements related to new growth within the proportionate share analysis.

FUNDING OF FUTURE FACILITIES

The IFFP must also include a consideration of all revenue sources, including impact fees and the dedication of system improvements, which may be used to finance system improvements.¹⁰ In conjunction with this revenue analysis, there must be a determination that impact fees are necessary to achieve an equitable allocation of the costs of the new facilities between the new and existing users.¹¹

⁸ UC 11-36a-102(20)

⁹ UC 11-36a-102(13)

¹⁰ 11-36a-302(2)

¹¹ 11-36a-302(2)

In considering the funding of future facilities, the City has determined the portion of future projects that will be funded by impact fees as growth-related, system improvements. Impact fees are an appropriate funding and repayment mechanism of the growth-related improvements. Where applicable, impact fees will offset the cost of future facilities. However, impact fees cannot be used to fund non-qualified expenses (i.e. to cure existing deficiencies, to raise the level of service, to recoup more than the actual cost of system improvements, or to fund overhead). Other revenues such as utility rate revenues, property taxes, sales tax revenues, grants, or loans can be used to fund these types of expenditures, as described below.

UTILITY RATE REVENUES

Utility rate revenues serve as the primary funding mechanism within enterprise funds. Rates are established to ensure appropriate coverage of all operations and maintenance expenses, debt service coverage, and capital project needs. Impact fee revenues are generally considered non-operating revenues and help offset future capital costs.

PROPERTY TAX REVENUES

Property tax revenues are not specifically identified in this analysis as a funding source for growth-related capital projects, but inter-fund loans can be made from the general fund which would ultimately include some property tax revenues. Inter-fund loans would be repaid once sufficient impact fee revenues have been collected. The City does not currently assess interest on money borrowed from the general fund; however, the City may adopt a policy to do so.

GRANTS, DONATIONS AND DEVELOPER CONTRIBUTIONS

Grants, donations or developer contributions are not currently contemplated in this IFFP. However, the impact fees should be adjusted if grant monies are received. New development may be entitled to a reimbursement for any grants or donations received by the City for growth-related projects, or for developer funded IFFP projects.

IMPACT FEE REVENUES

Impact fees have become an ideal mechanism for funding growth-related infrastructure. Impact fees are charged to ensure that new growth pays its proportionate share of the costs for the development of public infrastructure. Impact fee revenues can also be attributed to the future expansion of public infrastructure if the revenues are used to maintain an existing level of service. Increases to an existing level of service cannot be funded with impact fee revenues. Analysis is required to accurately assess the true impact of a particular user upon the City infrastructure and to prevent existing users from subsidizing new growth.

DEBT FINANCING

In the event the City has not amassed sufficient impact fees to pay for the construction of time sensitive or urgent capital projects needed to accommodate new growth, the City must look to revenue sources other than impact fees for funding. The Impact Fees Act allows for the costs related to the financing of future capital projects to be legally included in the impact fee. This allows the City to finance and quickly construct infrastructure for new development and reimburse itself later from impact fee revenues for the costs of principal and interest.

PROPOSED CREDITS OWED TO DEVELOPMENT

The Impact Fees Act requires a local political subdivision or private entity to ensure that the impact fee enactment allows a developer, including a school district or a charter school, to receive a credit against or proportionate reimbursement of an impact fee if the developer: (a) dedicates land for a system improvement; (b) builds and dedicates some or all of a system improvement; or (c) dedicates a public facility that the local political subdivision or private entity and the developer agree will reduce the need for a system improvement.¹²

The facilities must be considered system improvements or be dedicated to the public, and offset the need for an improvement identified in the IFFP.

¹² 11-36a-402



EQUITY OF IMPACT FEES

Impact fees are intended to recover the costs of capital infrastructure that relate to future growth. The impact fee calculations are structured for impact fees to fund 100 percent of the growth-related facilities identified in the proportionate share analysis as presented in the impact fee analysis. Even so, there may be years that impact fee revenues cannot cover the annual growth-related expenses. In those years, other revenues such as general fund revenues will be used to make up any annual deficits. Any borrowed funds are to be repaid in their entirety through impact fees.

NECESSITY OF IMPACT FEES

An entity may only impose impact fees on development activity if the entity's plan for financing system improvements establishes that impact fees are necessary to achieve parity between existing and new development. This analysis has identified the improvements to public facilities and the funding mechanisms to complete the suggested improvements. Impact fees are identified as a necessary funding mechanism to help offset the costs of new capital improvements related to new growth. In addition, alternative funding mechanisms are identified to help offset the cost of future capital improvements.

DRAFT

SECTION 6: CULINARY WATER IMPACT FEE CALCULATION

The calculation of impact fees relies upon the information contained in this analysis. Impact fees are calculated based on many variables centered on proportionality and level of service. The City currently provides culinary water to its residents and businesses. As a result of new growth, the culinary system is in need of expansion to perpetuate the level of service that the City has historically maintained. The Centerville City Culinary Water System Master Plan Update 2010 outlines the recommended capital projects that will maintain the established level of service.

PROPOSED CULINARY WATER IMPACT FEE

PLAN BASED (FEE BASED ON DEFINED CIP)

Impact fees can be calculated based on a defined set of costs specified for future development. The improvements are identified in a capital plan as growth related projects. The total project costs are divided by the total demand units the projects are designed to serve. Under this methodology, it is important to identify the existing level of service and determine any excess capacity in existing facilities that could serve new growth. Impact fees are then calculated based on many variables centered on proportionality share and level of service.

CULINARY WATER IMPACT FEE CALCULATION

The culinary water impact fees proposed in this analysis will be assessed within all areas of the City. The tables below illustrate the appropriate buy-in component, the fee associated with projects occurring in the next six years and the applicable costs related to the conveyance of new water sources. The impact fee calculations also include any debt related expense. The proportionate share analysis determines the proportionate cost assignable to new development based on the proposed capital projects and the estimated ERC demand served by the proposed projects, in this case, the ERCs over the next six years.

TABLE 6.1: CALCULATION OF PROPORTIONATE IMPACT FEE

	TOTAL COST TO CITY	% TO GROWTH	COST TO GROWTH	ERCs SERVED	FEE PER ERC
Excess Capacity (Buy-In Component)					
Storage	\$2,965,747	13.0%	\$385,547	1,046	\$369
Distribution (Total Minus Dev Contributions)	\$7,546,670	11.8%	\$890,507	1,046	\$851
Cost to Future Growth					
Source	\$1,030,000	100.0%	\$1,030,000	1,593	\$646
Outstanding Debt (Interest)	\$979,088	24.5%	\$239,877	1,593	\$151
Other					
Professional Expense	\$10,040	100.0%	\$10,040	1,046	\$10
Total	\$12,531,545		\$2,555,971	1,046	\$2,027

COST TO NEW GROWTH CALCULATIONS:

Excess Capacity Storage: Estimated ERCs in the planning horizon are anticipated to be 1,046. Using a level of service of 540 gallons per ERC, approximately 564,840 gallons would be required within the planning horizon. This makes approximately 13 percent of the current storage capacity of 4,330,000. This same 13 percent is applied to the total cost of existing storage improvements to calculate the cost of growth included in the impact fee.

Excess Capacity Distribution: The distribution system is anticipated to serve through buildout or approximately 8,883 ERCs. The ERCs anticipated in the planning horizon (1,046) make up 11.8 percent of the total buildout projection. This percentage is applied to the total cost of existing distribution improvements to calculate the cost of growth included in the impact fee.

Cost to Future Growth Source: 100 percent of the costs for source are considered growth related. However, the future source improvements are anticipated to serve more ERCs than projected within the planning horizon. Future source improvements will serve approximately 1,593 ERCs, thus the total cost to growth is spread over this amount.

Cost to Future Growth Debt: The future cost to growth for source improvements makes up 24.5 percent of the total par amount for the Series 2012 bonds. This same percentage is applied to the interest cost for the Series 2012 bonds and is included in the impact fee.

Other: 100% of the cost to update the IFFP and IFA in the planning horizon (through 2019) is attributed to growth.

*Revise
to avoid
confusion*

A total of \$2.56 million is identified as the necessary buy-in and future capital cost to maintain the level of service for new development activity. The professional expense includes the current cost to update the IFFP and IFA. The costs to growth for the excess capacity, the professional expense, the costs for future projects and outstanding interest are apportioned based on the ERCs anticipated to be served by these facilities. The total fee per ERC is estimated at \$2,027. The impact fee per meter size is illustrated in the Table 6.2.

TABLE 6.2: IMPACT FEE PER METER SIZE

METER SIZE (INCHES)	ERC MULTIPLIER	IMPACT FEE PER METER SIZE	EXISTING IMPACT FEE	% CHANGE
3/4	1.00	\$2,027	\$1,200	69%
1	2.50	\$5,068	\$3,000	69%
1 1/2	6.00	\$12,162	\$7,200	69%
2	10.00	\$20,270	\$12,000	69%
3	22.50	\$45,608	\$27,000	69%
4	62.50	\$126,688	\$75,000	69%

Source: ERC Multipliers provided by Centerville City

NON-STANDARD CULINARY WATER IMPACT FEES

The City reserves the right under the Impact Fees Act¹³ to assess an adjusted fee that more closely matches the true impact that the land use will have upon the City's culinary water system. This adjustment could result in a different impact fee if evidence suggests a particular user will create a different impact than what is standard for its category. The impact fee for non-standard development would be determined based on the water utilization (in GPM) divided by the average gallons per minute per ERC (0.50), multiplied by the impact fee per ERC, as shown below.

FORMULA FOR NON-STANDARD WATER IMPACT FEES:

$$\text{Estimated Usage (GPM)} / 0.50 \text{ (GPM)} * \$2,027 = \text{Impact Fee}$$

CONSIDERATION OF ALL REVENUE SOURCES

The Impact Fees Act requires the proportionate share analysis to demonstrate that impact fees paid by new development are the most equitable method of funding growth-related infrastructure. See Section 5 for further discussion regarding the consideration of revenue sources.

EXPENDITURE OF IMPACT FEES

Legislation requires that impact fees should be spent or encumbered within six years after each impact fee is paid. Impact fees collected in the next five to six years should be spent only on those projects outlined in the IFFP as growth related costs to maintain the LOS.

GROWTH-DRIVEN EXTRAORDINARY COSTS

The City does not anticipate any extraordinary costs necessary to provide services to future development.

SUMMARY OF TIME PRICE DIFFERENTIAL

The Impact Fees Act allows for the inclusion of a time price differential to ensure that the future value of costs incurred at a later date are accurately calculated to include the costs of construction inflation. While an inflation component may be included in the impact fee analysis to reflect the future cost of facilities, it is not considered in the cost estimates in this study. However, the City has included the interest cost associated with the 2012 Bond.

¹³ UC 11-36a-402(1)(c)

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 10a

Date of City Council Meeting: July 16, 2013

Short Title: Poll Workers for the 2013 Municipal Primary and General Elections

Initiated By: City Recorder

Scheduled Time: 9:10

RECOMMENDATION

Approve the appointment of the poll workers listed in the attached document and authorize Davis County to appoint additional poll workers that may be needed in case of an emergency (i.e., in the absence of appointed poll worker).

BACKGROUND

The enclosed list of proposed poll workers for the August 13 Primary and the November 5, 2013 General Municipal elections has been compiled by the County Elections office. Most of the poll workers have served in the past while using the electronic voting machines. As required by State law, (UCA 20A-5-602), the municipal legislative body shall appoint or provide for the appointment of municipal election poll workers at least 15 days prior to the primary election.

POLL_NAME	FIRST	LAST	PHONE	POSITION
Centerville Elementary	Dixie	Skabelund	(801)292-4690	Poll Book Clerk
Centerville Elementary	Lee	Skabelund	801-292-4690	Provisional Clerk
Centerville Elementary	Linda	Walker	(801) 635-0652	Receiving Clerk
Centerville Elementary	Melinda	Wan	(801)721-1346	Technician
Centerville Elementary	Madeline	Wariner	(801)856-1351	Poll Manager
Stewart Elementary	Bonnie	Christensen	(801)295-0149	Receiving Clerk
Stewart Elementary	Sandra	Hunt	(801)292-1905	Poll Manager
Stewart Elementary	Camille	Jessop	(801)298-5906	Receiving Clerk
Stewart Elementary	Lynette	Sunday	(801)200-4095	Provisional Clerk
Stewart Elementary	Luke	Todd	(801)982-3238	Technician
Stewart Elementary	Dale	Yates	(801)298-2538	Poll Book Clerk
Stewart Elementary	Sandra	Yates	(801)298-2538	Poll Book Clerk