



CENTERVILLE CITY

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

Incorporated in 1915

Mayor

Ronald G. Russell

City Council

Justin Y. Allen

Ken S. Averett

John T. Higginson

Sherri L. Lindstrom

Lawrence Wright

City Manager

Steve H. Thacker

interoffice MEMORANDUM

to: Mayor Russell
City Council
cc: Department Heads
Planning Commission
from: Steve H. Thacker, City Manager *S. Thacker*
subject: City Manager's Summary of December 3, 2013 Council Meeting
date: November 27, 2013

Council members should arrive by 5:30 p.m. for the official photo of the current Council, which will be mounted on the wall in the City Hall lobby. Please dress accordingly. Dinner will be available at City Hall between 5:30 and 7:00 p.m. and can be eaten during the RDA/ACB meeting.

5:45 RDA/ACB Meeting – The RDA Board and the Administrative Control Board (ACB) of the Davis Center for the Performing Arts will meet in a combined meeting to consider several matters. The first item is Amendment No. 7 to the Lease and Operating Agreement for the Performing Arts Center. The substance of this amendment was discussed at the September 3 meeting of this same group. At that time Board members conceptually agreed to the content that is now contained in Amendment No. 7. This amendment changes the deadline for payment of Variable Rent, Minimum MRF Contributions and the remaining Construction Cost Obligation, and changes references to “quarterly” MRF contributions to “annual” contributions. These changes do not affect the magnitude of the obligations imposed upon CenterPoint Legacy Theatre, but only the timing of paying such obligations.

The RDA/ACB will next review the Third Quarter 2013 Financial Report from CenterPoint Legacy Theatre and ask pertinent questions of their Executive Director, Jan Davis.

The RDA/ACB will also review the 2014 Budget for CenterPoint Legacy Theatre, and specifically approve the Facilities Maintenance section of that budget, as required in the Lease and Operating Agreement.

If the three items of RDA/ACB business are completed before 7:00 p.m., the meeting may continue after excusing Bountiful's ACB representatives, and the Centerville RDA Board will continue with the remaining business shown on the agenda. That includes approval of six resolutions and related Interlocal Agreements with the six taxing entities. These agreements pertain to the collection and remittance of incremental property taxes from property within the Barnard Creek Community Development Project Area. These are the final actions needed by the RDA Board to make fully effective the creation of the Barnard Creek Community Development Project Area.



The final item for the RDA to consider is an amendment to the current Agreement between Centerville Land Rover and the Redevelopment Agency pertaining to the tax increment that will be shared with Land Rover relating to their recent expansion. See the staff report for further information and related documents.

I anticipate the RDA Board will not be able to complete all of its business prior to the 7:00 p.m. regular Council meeting; therefore, the agenda shows the possibility of the RDA Board continuing its meeting following the regular City Council meeting.

7:00 Regular Council meeting

- E.1. Minutes Review and Acceptance** – The minutes to be approved are enclosed.
- E.2. Assignment and Assumption Agreement** – There are some changes in the ownership of Legacy Crossing Lot 4; therefore, this requires an Assignment and Assumption Agreement between the City and these various new parties. This action imposes relevant obligations in the Legacy Crossing Development Agreement upon these parties.
- E.3. Gun Range Lease Agreement** – This matter has been discussed in two Council meetings earlier this year, including a fieldtrip to the gun range in October. Staff have been negotiating the details of a new Lease Agreement with Jim Stephens, President of the Centerville Small Arms Association. The proposed agreement is enclosed. The current 10-year lease expires December 31, 2013.
- E.4. Mayor's Report** – The Mayor would like to have any pertinent comments from the City Council about the tentative budgets for both the Fire Agency and the Recreation District. The Fire Agency Budget is enclosed; the Recreation District Tentative Budget will be available online on Monday.
- E.5. City Manager's Report** – I propose the date of Tuesday, January 21, 2014 at 5:30 p.m. for our annual work session with State Legislators representing Centerville City. Please check your calendars to see if that works for you prior to the regular meeting. I am also proposing that the presentation from UTA and Wasatch Front Regional Council representatives about the Mass Transit section of the Regional Transportation Plan be set for February 4, 2014, as explained in an email earlier this week to the City Council.
- E.6. Miscellaneous Business** – At this time no specific topics are identified under this heading.
- E.7. Closed meeting** – I recommend the Council go into a closed meeting to discuss the purchase of property for the Main and Parrish Intersection Project.
- E.8. Appointments to boards and committees** – Mayor Russell may recommend appointments to City committees/boards.

Potential Agenda Items for December 17 regular City Council Meeting (subject to change):

- Presentation of winners of Youth Council Coloring Contest
- Presentation of Comprehensive Annual Financial Report
- City Council 2014 meeting schedule
- Amendments to recording secretary services contracts
- Financial report for period ending November 30, 2013
- Agreements with Union Pacific Railroad and UTA for drainage culvert crossing

**REDEVELOPMENT AGENCY OF
CENTERVILLE CITY/DAVIS CENTER FOR
THE PERFORMING ARTS ADMINSTRATIVE
CONTROL BOARD MEETING AGENDA**

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY BOARD AND THE ADMINSTRATIVE CONTROL BOARD OF THE DAVIS CENTER FOR THE PERFORMING ARTS WILL HOLD A COMBINED PUBLIC MEETING AT 5:45 P.M. ON TUESDAY, DECEMBER 3, 2013 AT THE CENTERVILLE CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Tentative
Time:

5:45 **A. ROLL CALL**

B. NEW BUSINESS

1. Amendment No. 7 to the Lease Agreement for the Performing Arts Center
This amendment changes the deadline for payment of Variable Rent, Minimum MRF Contributions, and the remaining Construction Cost Obligations; and change references to "quarterly" MRF contributions to "annual" contributions
2. Review Third Quarter 2013 Financial Report for CenterPoint Legacy Theatre
3. Review 2014 Budget for CenterPoint Legacy Theatre, including Facilities Maintenance Budget

C. RDA ONLY BUSINESS

4. Interlocal Cooperation Agreements re: Barnard Creek Community Development Project Area
 - a. Consideration of Resolution No. 2013-06, a Resolution approving an amendment to Interlocal Cooperation Agreement between the Redevelopment Agency of Centerville City and Davis County for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Project Area
 - b. Consideration of Resolution No. 2013-07, a Resolution approving an Interlocal Cooperation Agreement between the Redevelopment Agency of Centerville City and Davis County School District for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Project Area
 - c. Consideration of Resolution No. 2013-08, a Resolution approving an Interlocal Cooperation Agreement between the Redevelopment Agency of Centerville City and

South Davis Sewer District for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Project Area

- d. Consideration of Resolution No. 2013-09, a Resolution approving an Interlocal Cooperation Agreement between the Redevelopment Agency of Centerville City and Mosquito Abatement District-Davis for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Project Area
 - e. Consideration of Resolution No. 2013-10, a Resolution approving an Interlocal Cooperation Agreement between the Redevelopment Agency of Centerville City and South Davis Recreation District for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Project Area
 - f. Consideration of Resolution No. 2013-11, a Resolution approving an Interlocal Cooperation Agreement between the Redevelopment Agency of Centerville City and Weber Basin Water Conservancy District for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Project Area
5. Land Rover Amended Participation Agreement
Consider amendments to Participation Agreement between Centerville Redevelopment Agency and Land Rover Centerville Inc.

Note: If time runs out the RDA Board will continue its meeting following the regular City Council meeting

D. ADJOURNMENT

Steve H. Thacker
Executive Director

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, DECEMBER 3, 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 or at the following link: www.centervillepublic.novusagenda.com/.

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

Time:

5:30 City Council pictures

5:45 RDA/ACB meeting

7:00 A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

Councilman Justin Y. Allen

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.

City Manager Summary Memo

E. BUSINESS

(OVER)

- 7:10 1. **MINUTES REVIEW AND ACCEPTANCE** – November 19, 2013
Canvass of November 5, 2013 Election minutes; November 19, 2013
meeting minutes
- 7:10 2. Assignment and Assumption Agreement for Legacy Crossing Lot 4
Consider Assignment and Assumption Agreement between the City and various
parties for Legacy Crossing Lot 4
- 7:20 3. Gun Range Lease Agreement
Approve renewal of Gun Range Lease Agreement with Centerville Small Arms
Association
- 7:35 4. Mayor's Report
a. Fire Agency 2014 Budget
b. Recreation District 2014 Budget
- 7:45 5. City Manager's Report
a. Set date for meeting with Legislators
b. Update re: presentation from UTA/WFRC about Mass Transit Section of
Regional Transportation Plan
- 7:55 6. Miscellaneous Business
- 8:05 7. Closed meeting for reasons allowed by state law , including, but not
limited to, the provisions of Section 52-4-205 of the Utah Open and Public
Meetings Act, and for attorney-client matters that are privileged pursuant
to *Utah Code Ann.* § 78B-1-137, as amended
- 8:15 8. Possible action following closed meeting, including appointments to
boards and committees

F. ADJOURNMENT**Continue RDA meeting, if needed**

Items of Interest (i.e., newspaper articles, not items on agenda)

Marsha L. Morrow, MMC
Centerville City Recorder

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/3/2013**

Item No.

Short Title: City Council Pictures

Initiated By:

Scheduled Time: 5:30

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/3/2013**

Item No.

Short Title: RDA/ACB Meeting

Initiated By:

Scheduled Time: 5:45

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/3/2013**

Item No.

Short Title: Councilman Justin Y. Allen

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/3/2013**

Item No.

Short Title: City Manager Summary Memo

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- City Manager Summary Memo of December 3, 2013 Meetings

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/3/2013

Item No. 1.

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time: 7:10

SUBJECT

November 19, 2013 Canvass of November 5, 2013 Election meeting minutes; November 19, 2013 meeting minutes

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ☐ November 19, 2013 Canvass Of November 5, 2013 Election minutes
- ☐ November 19, 2013 meeting minutes

PRELIMINARY DRAFT

Minutes of the special meeting of the Centerville City Council, acting as the Board of Canvassers, held Tuesday, November 19, 2013 at 6:50 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

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

MEMBER ABSENT Ken S. Averett

STAFF PRESENT

Marsha L. Morrow, City Recorder
Jacob Smith, Management Assistant
Katie Rust, Recording Secretary

CANVASS OF 2013 GENERAL ELECTION RESULTS

The Council reviewed the results of the 2013 General Election. Marsha Morrow, City Recorder, explained the ballot compilation process. Mayor Russell asked about the "Vote Center Votes" category on the breakdown. Vote center votes are ballots that are cast by individuals that show up at a polling location that is not their assigned polling location. Election law requires them to vote a retrievable ballot so as to ensure they do not vote at multiple locations. The results of the election are as follows:

<u>Mayor</u>			
Paul A. Cutler	2,092	55.95%	
Lawrence Wright	1,647	44.05%	
<u>City Council</u>			
Tami Fillmore	2,023	27.81%	
Stephanie Ivie	1,846	25.38%	
J H Dellastatious	1,732	23.81%	
George McEwan	1,673	23.00%	

Councilwoman Lindstrom made a **motion** to accept the November 5, 2013 election canvass. Councilman Allen seconded the motion, which passed by unanimous vote (4-0).

The meeting was adjourned at 6:57 p.m.

Marsha L. Morrow, City Recorder

Date Approved

Katie Rust, Recording Secretary

PRELIMINARY DRAFT

Minutes of the Centerville **City Council** meeting held Tuesday, November 19, 2013 at 7:00 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor Ronald G. Russell

Council Members Justin Y. Allen
Ken S. Averett
John T. Higginson
Sherri Lyn Lindstrom
Lawrence Wright

STAFF PRESENT

Steve Thacker, City Manager
Blaine Lutz, Finance Director/Assistant City Manager
(arrived at 8:00 p.m.)
Jacob Smith, Management Assistant
Cory Snyder, Community Development Director
Lisa Romney, City Attorney
Gary Goff, Parks and Recreation Committee Chair
Katie Rust, Recording Secretary

VISITORS

Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT Councilman Ken Averett

OPEN SESSION

Joan Willden – Ms. Willden expressed concern about the City's UTOPIA debt, and does not think the City should start spending on park improvements until City finances are under control. Ms. Willden stated she likes the planned park improvements, but she encouraged the Council to balance the budget, pay off the half-million dollar debt, and then start planning for parks on a pay-as-you-go basis.

Steve Thacker, City Manager, explained that the planned park expansion will be funded by Park Impact Fees that have already been collected and can legally only be used for park improvements. As additional Park Impact Fees are collected, more improvements will take place. Mayor Russell added that the City has always taken a pay-as-you-go approach with respect to park improvements.

MINUTES REVIEW AND APPROVAL

The minutes of the Wednesday, November 6, 2013 Council meeting and closed meeting were reviewed. Councilwoman Lindstrom requested an addition to the Council meeting minutes, and made a **motion** to accept the Council meeting minutes as amended. The motion was seconded by Councilman Higginson and passed by unanimous vote (5-0). Councilwoman Lindstrom made a **motion** to approve the November 6, 2013 closed meeting minutes. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).

CONCEPT PLAN FOR COMMUNITY PARK EXPANSION

An open house regarding the planned Community Park expansion was held prior to the Council meeting. During the Council meeting, Gary Goff, Parks and Recreation Committee Chair, pointed out the portion of the expansion property designated as wetlands as approved by the Army Corps of Engineers. He also pointed out the two multi-purpose sports fields, an addition to the existing walking path, and additional parking recommended by the Parks and Recreation Committee. Approximately 120 citizens responded to the online survey offered by the Committee, resulting in the suggested addition of a pavilion with restrooms and a playground near the sports fields. Councilman Averett asked if the existing baseball fields meet the current need. Mr. Goff responded it is his impression that the City has sufficient baseball fields for the current demand. Councilman Wright stated he feels it is good to move forward with the current expansion plan, and suggested a joint Council work session with the Parks Committee to discuss the needs at parks throughout the City. The Parks and Recreation Committee intend to hold another open house to discuss park improvements throughout the City in 2014. Councilman Wright commented he feels efforts should be made to gather input from more of the community than the 120 citizens who participated in the survey.

Mr. Goff and the City Manager, Steve Thacker, explained the goal stated in the General Plan of maintaining a certain level of park service in the City. Staff has arranged to attend a Homeowners Association meeting for the neighborhood next to the expansion area, where staff plans to describe the planned improvements and discuss matters that may affect both the neighborhood and Community Park.

Councilman Higginson asked for clarification regarding use of Park Impact Fees. Steve Thacker, City Manager, explained that Park Impact Fees cannot be used to replace existing facilities. Park Impact Fees can be used to build new facilities or expand the capacity of existing facilities to service community growth, but only for the purpose of maintaining the current level of service. For example, Park Impact Fees could not be used to add a splash pad because the City does not currently offer a splash pad to residents. The mounds of dirt sitting on the expansion property will be moved by an independent company at its own expense in the next few months. Councilwoman Lindstrom stated that walking from the parking lot to the sports fields can be cumbersome for some citizens, and suggested the paved walkway be extended to the sports fields. Mr. Thacker described the Army Corps of Engineers wetland requirements. Construction on the Community Park expansion is expected to begin in the spring of 2014.

PRESENTATION REGARDING ACCESSORY DWELLING UNITS

Cory Snyder, Community Development Director, gave an educational presentation regarding accessory dwelling units, and answered questions from the Council. Mr. Snyder previously gave a similar presentation to the Planning Commission to give both bodies a common understanding of the topic as a foundation for later discussion. His presentation was based on information included in the staff report.

BUDGET ALLOWANCE FOR ELECTED OFFICIALS FOR ELECTRONIC ACCESS TO COUNCIL MEETING DOCUMENTS

The City has gone paperless with on-line agendas and backup materials. The Council previously discussed the possibility of the City purchasing electronic devices for Council members and Planning Commission members, or providing a stipend so that officials can choose their own device. Mayor Russell commented that the current Council members appear

1 to have their own devices, but suggested the City could purchase a few electronic devices to
2 make available to officials who do not have their own devices now or in the future. Councilman
3 Higginson asked staff what the cost savings of going paperless have been. Blaine Lutz,
4 Finance Director/Assistant City Manager, responded that assigning a dollar amount is difficult
5 considering the savings in staff time. Mr. Lutz stated he feels there has been a big return on
6 value considering the increased information available to the public. Councilman Wright agreed
7 with Mayor Russell's suggestion that the City purchase a few electronic devices to loan to
8 officials who do not have their own, but he suggested the City not budget funds to reimburse
9 officials for their personal devices. Any further consideration of this issue will be postponed for
10 discussion by the new City Council.

11
12 **FINANCIAL REPORT**

13
14 Blaine Lutz, Finance Director/Assistant City Manager, gave a financial report for the 4-
15 month period ending October 31, 2013. Councilman Wright inquired and received responses
16 regarding the subsidy for the Recreation Department and newsletter costs.

17
18 **MAYOR'S REPORT**

19
20 The South Davis Metro Fire Agency recently adopted a tentative budget. There will be
21 an increase of between 1% and 2% in Centerville's Fire District assessment. The South Davis
22 Recreation District also approved a tentative budget.

23
24 **CITY MANAGER'S REPORT**

- 25
26 • The Council will meet at 5:30 p.m. on December 3rd for Council photographs,
27 followed by a RDA/ACB meeting at 5:45 p.m. prior to the regular meeting. An RDA
28 meeting will follow the regular Council meeting.
29 • Blaine Lutz reported that the Davis County School Board approved the Interlocal
30 Agreement that was presented.
31 • The employee Christmas dinner will be held on December 4th.
32 • The Founder's Park Lighting Ceremony will be held on Monday, December 2nd.
33 • UTA and Wasatch Front Regional Council representatives will be present at the
34 December 3rd Council meeting to explain long-range plans that pertain to Centerville.

35
36 **MISCELLANEOUS**

- 37
38 • The Council reviewed the Utah Transit Authority FY 2014 Tentative Budget.
39 • Councilwoman Lindstrom made a **motion** to award the bid to Young Chevrolet in the
40 amount of \$38,044.77 for the Water Department truck and service body.
41 Councilman Allen seconded the motion, which passed by unanimous vote (5-0).
42 • Mayor Russell explained that the City's legal counsel has been consulted regarding
43 the Ellison litigation, and the City has been advised to allow this case to go to trial.
44 The Mayor asked if Council members would like to move into a closed meeting for
45 further discussion of the matter. The Council indicated a closed meeting was not
46 necessary.
47 • Councilman Higginson asked if the City is tied exclusively to Layton for waste
48 disposal. Blaine Lutz responded that an Interlocal Agreement is in place that directs
49 Centerville waste to Layton. The Bountiful landfill currently accepts green waste
50 from individual Centerville residents for a small fee. Councilwoman Lindstrom
51 updated the Council on several issues related to waste management.
52

PRELIMINARY DRAFT

Centerville City Council
Minutes of Meeting of November 19, 2013

Page 4

ADJOURNMENT

At 8:54 p.m. Councilman Higginson made a **motion** to adjourn the meeting. Councilwoman Lindstrom seconded the motion, which passed by unanimous vote (5-0).

Marsha L. Morrow, City Recorder

Date Approved

Katie Rust, Recording Secretary

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/3/2013

Item No. 2.

Short Title: Assignment and Assumption Agreement for Legacy Crossing Lot 4

Initiated By: City Attorney

Scheduled Time: 7:10

SUBJECT

Consider Assignment and Assumption Agreement between the City and various parties for Legacy Crossing Lot 4

RECOMMENDATION

Approve Assignment and Assumption Agreement between the City and various parties for Legacy Crossing Lot 4 and require the Assignment Agreement to be recorded against the property prior to recording of the final plat for Legacy Crossing Lot 4 Amended.

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 four entities, only one of which 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: Legacy Crossing, LLC; Legacy Crossing Office Building, LLC; Summerwood Holdings II, LLC; and ES 135488 LC.

ATTACHMENTS:

Description

- ☐ Assignment Agreement - Lot 4

When recorded, return to:

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

Affects Parcel: 006-336-0008, 06-36-0010, 06-336-0012, 06-336-0013

**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 ("Assignor"), **LEGACY OFFICE BUILDING, LLC**, a Utah limited liability corporation, **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited liability corporation, and **ES 135488 LC**, a Utah limited liability company, ("Assignees"), and **CENTERVILLE CITY**, a Utah municipal corporation ("City"), collectively, the "Parties", or individually, a "Party".

RECITALS:

WHEREAS, Assignor 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");

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 purchasers and/or 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 herein by reference, and referred to in the Development Agreement as Phase 4 ("Lot 4"); and

WHEREAS, Assignor desires to joint and severally assign its 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 Assignor and acceptance and assumption by Assignees of the Development Agreement as it pertains to Lot 4, as their interests appear, 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.** Assignor hereby assigns to Assignees joint and several liability and responsibility for Assignor's right, title and interest in and to the Development Agreement as it pertains to Lot 4 together with Assignor's 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 Assignor 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 Assignor, 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 authorizes the recording of this Assignment against Lot 4 and any other property within the project in which Assignees have 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.

"Assignor"

LEGACY CROSSING LLC

By: _____
Its: _____

"Assignees"

Legacy Office Building, LLC

By: _____
Its: _____
Kevin S. Garn

Summerwood Holdings II, LLC

By: _____
Its: _____
Kevin S. Garn

**ES 135488 LC, a Utah limited liability company
by: Teton Investment Holding LLC, a
Utah limited liability company**

By: _____
Its: Member
Gary M. Wright, Operating Manager

"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 Kevin S. Garn, 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:

LEGACY OFFICE BUILDING ACKNOWLEDGMENT

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

On the ____ day of _____, 2013, personally appeared before me Kevin S. Garn who being by me duly sworn did say that he is the managing member of Legacy Office Building, 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:

SUMMERWOOD HOLDINGS II 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 **SUMMERWOOD HOLDINGS II, 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:

ES 135488 ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2013, personally appeared before me Gary M. Wright, who being by me duly sworn did say that he is the operating managing of Teton Investment Holding LLC, a Utah limited liability company that is the member of **ES 135488 LC**, 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:

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 No. 06-336-0008, 06-336-0010, 06-336-0012, 06-336-0013

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/3/2013

Item No. 3.

Short Title: Gun Range Lease Agreement

Initiated By: City Attorney

Scheduled Time: 7:20

SUBJECT

Approve renewal of Gun Range Lease Agreement with Centerville Small Arms Association

RECOMMENDATION

Approve Gun Range Lease Agreement between the City and the Centerville Small Arms Association regarding lease of City property to the Centerville Small Arms Association for the continued use and operation of a gun range.

BACKGROUND

The City currently leases a portion of its property located in the foothills to the Centerville Small Arms Association ("Association") for the operation of a gun range. The use of the City's property for this purpose dates back to the 1960's. The current Lease Agreement between the Association and the City is set to expire on December 31, 2013. This matter was first brought to the City Council's attention at the City Council meeting on April 16, 2013. The City Council further discussed this matter at the October 1, 2013 meeting (as well as a fieldtrip to the gun range). Based on input and comments from the City Council and other related research, City Staff has reviewed and revised the current lease agreement and has been negotiating such terms and conditions of renewal with the Association. To highlight some of the changes to the Lease Agreement, new provisions: clarify permitted uses on the property; designate specific approved areas for such uses; clarify prohibited uses; add provisions regarding gun range safety flags; revise remediation requirements; establish a remediation fund; set a term of 5 years; and increase insurance requirement to \$3 million. Staff recommends approval of the Gun Range Lease Agreement between the City and the Centerville Small Arms Association for the operation of the gun range on City property. Copies of the new proposed Lease Agreement and the old (current) Lease Agreement are attached.

The President of the Association, Jim Stephens, would like to see the insurance requirement held at \$2 million instead of \$3 million, to avoid the increased cost. Staff are willing to discuss this issue further with Mr. Stephens and the City Council.

ATTACHMENTS:

Description

- ☐ Gun Range Lease Agreement
- ☐ Gun Range Lease - Exhibit A
- ☐ Gun Range Lease - Exhibit B
- ☐ Centerville Small Arms Association Agreement - December 19, 2003

GUN RANGE LEASE AGREEMENT

THIS GUN RANGE LEASE AGREEMENT ("Lease Agreement") is entered into this _____ day of December, 2013, by and between CENTERVILLE SMALL ARMS ASSOCIATION, a Utah non-profit corporation ("Association"), and CENTERVILLE CITY, a Utah municipal corporation ("City").

WITNESSETH:

WHEREAS, the Association has constructed and is operating a rifle and pistol range on real property owned by the City ("Gun Range") pursuant to that certain Memorandum of Lease Agreement dated December 19, 2003, as previously entered into by the parties; and

WHEREAS, the Association desires to continue to operate the Gun Range in accordance with and subject to the terms and conditions of this Lease Agreement; and

WHEREAS, the parties acknowledge that the Association's use and operation of the Gun Range encourages organized rifle and pistol shooting within the community, with a view toward a better knowledge on the part of citizens and participants of the safe handling and proper care of firearms, as well as improved marksmanship; and

WHEREAS, the parties acknowledge that the Association's use and operation of the Gun Range fosters and provides a location for citizens and participants to have proper marksmanship and firearm safety training, to enhance the opportunities for citizens and participants to receive formal organized training, to reduce the discharge of firearms at unauthorized locations, and to obtain the services of an organization to provide such facilities and services at no cost to the City; and

WHEREAS, the parties acknowledge that the Association's use and operation of the Gun Range provides and fosters the development, maintenance and provision of facilities for use by the

City's Police Department and other public safety departments to conduct firearms training and qualifications; and

WHEREAS, the parties desire to enter into this Lease Agreement to provide for the continued use and operation of the Gun Range on City property as more particularly described herein and in accordance with the terms and conditions of this Lease Agreement;

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

1. **Leased Property.** The City hereby leases to the Association for the purpose of operating the Gun Range in accordance with the terms and conditions of this Lease Agreement the following described real property owned by the City and consisting of a portion of Parcel No. 02-069-0001 located in Centerville City, Davis County, Utah, which property is more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein ("Leased Property"):

That portion of the Northeast Quarter of Section 17, Township 2 North, Range 1 East, Salt Lake Meridian, lying below the 5,300-foot level and extending approximately 700 feet west to a steep incline, and covering about 2,200 feet in a north/south direction from the north boundary of Section 17 to a ravine on the South.

2. **Permitted Uses.** The Leased Property may only be used as a small arms firing range as more particularly described and defined in this Section. Firearms used will be limited to small arms of less than .50 caliber fired from the shoulder and pistols, revolvers, and black powder muzzle loading rifles of any caliber. The Gun Range may have multiple firing lines, shooting benches and target berms in locations approved in writing by the City. Specifically approved

firing lines, shooting benches and target berms are more particularly described and defined in **Exhibit B**, attached hereto and incorporated herein by this reference. Additional firing lines, shooting benches, target berms, or other associated facilities and improvements on the Leased Property may be approved in writing by the City. Any such additional improvements or facilities on the Leased Property shall be deemed an amendment to this Lease Agreement and shall require approval of the City Council and amendment to **Exhibit B**. Firearms may only be aimed, discharged and fired at and into the specifically designated target berms as shown on **Exhibit B**. Firearms may be fired into the target berms from multiple distances (other than from specified firing lines and shooting benches) to the extent such shooting is deemed safe and acceptable to the Association and so long as such shooting is conducted within the shooting areas shown on **Exhibit B**.

3. **Prohibited Uses.** The discharge of firearms anywhere other than the designated shooting areas and target berm areas shall be deemed a violation and breach of this Lease Agreement. The discharge of shotguns on the Leased Property is prohibited; provided, limited shotgun use shall be permitted by law enforcement personnel of the City Police Department for authorized training. The discharge or use of any tracer or incendiary ammunition or any type of exploding target on the Leased Property is prohibited. Any use of the Leased Property not specifically authorized by this Lease Agreement is prohibited.

4. **Access Road and Drainage Culverts.** Except during winter months, the Association will maintain, at its sole cost and expense, a passable access road from the existing lower gate to a cleared parking area behind the firing points, in the location and design as shown on **Exhibit B**. The Association will maintain, at its sole cost and expense, the drainage culverts installed along the access road from the lower gate to the Leased Property for the purpose of

improving drainage on the premises. The drainage culverts shall be maintained in their current locations as shown on **Exhibit B**.

5. Indemnification and Insurance. The Association will save, protect and hold harmless the City, its elected and appointed officials, employees, volunteers and agents from and against any liability, loss or claims whatsoever for injury to persons or property arising from the use or occupancy of the Leased Property. The Association shall furnish the City with a liability insurance policy or certificate of insurance (with the City, its elected and appointed officials, employees, volunteers and agents named as additional insureds) with reasonable limits specified by the City, but not less than \$3 million in the aggregate, to protect it against liability for such loss or damage. The City shall give a six-month written notice if it requires coverage to exceed \$3 million. A current certificate of coverage shall be maintained with the City Recorder at all times. Failure of the Association to maintain the required insurance shall be deemed a violation and breach of this Lease Agreement.

6. Signage, Flags and Lookouts. The Association shall at all times maintain and exhibit range safety signs at the lower and upper gates and along the access road in accordance with NRA range safety practices and as determined reasonably necessary by the Association. The Association shall provide and fly at least one range safety flag during all Association events or whenever the range is in use. Range safety flags shall be flown from designated flag poles as more particularly shown on **Exhibit B**. If only one range safety flag is flown, it shall be flown from the flag pole located at the 600 yard firing line. The Association shall post and maintain proper lookouts and/or range officers at all times during Association events where the visibility from point of discharge to point of impact is limited and during any organization event, hunter safety or public shooting event in accordance with Section 11.

7. **Toilet and Storage Facilities.** The Association has installed and shall maintain permanent and portable toilets on the Leased Property for participants and users of the range in locations as more particularly shown on **Exhibit B**. During organized events, the Association will operate and maintain at or adjacent to the range any additional portable sanitary toilets in accordance with applicable health and safety regulations and as needed for expected participants. The Association has installed and shall maintain the target and accessory equipment storage facilities on the Leased Property in locations as more particularly shown on **Exhibit B**. Additional storage facilities may be installed for purposes of storing fire-fighting or law enforcement tools and equipment in locations to be approved in writing by the City Council as an amendment to **Exhibit B** of this Lease Agreement.

8. **Fire Break.** The Association shall maintain, at its sole cost and expense, the existing fire break along the east boundary of the Leased Property or as otherwise specified by the U.S. Forest Service or the City. The existing fire break is more particularly set forth on **Exhibit B**. The Association shall prohibit shooting activities on the Leased Property when ordered by the Fire Marshall due to fire safety concerns.

9. **Maintenance of Leased Property.** The Association shall, at its sole cost and expense, maintain the Leased Property and the range facilities in good order and condition in accordance with applicable best practices for gun ranges.

10. **Police Department Use.** The City Police Department is authorized to use the Leased Property and the range facilities at any time without cost for training its personnel. Such use of the Leased Property by the City Police Department shall be at its own risk and responsibility. The Association shall permit the City to continue to maintain a storage facility on the Leased Property for police use and in the maintenance of target uprights for police use. A

joint shooting calendar will be prepared at the beginning of each year scheduling major events and coordinating shooting activities between the Association and the City Police Department. Other law enforcement agencies may be allowed to use the Leased Property and range facilities, provided such use is coordinated and arranged through the City Police Department and the Association. The City Police Department shall have first priority to use the Gun Range during week days when there are no previously scheduled Association events for those days.

11. **Other Organizations or Public Use.** The Association may make the Gun Range available to other similar organizations under the direction of the Association for contests and like purposes or for use of the public generally on such days and at such times as may be agreed to by both the City and the Association subject to reasonable rules and safety requirements; provided, however, that the Association will at any time the Gun Range is in use for any such scheduled shooting activity have present a qualified range officer and if used by others, shall require the same to be provided by such organizations. As consideration for entering into this Lease Agreement, when requested by the City, the Association shall hold up to three (3) hunter sight-in days prior to the major hunting season and at least one (1) additional public shooting day during the summer at a nominal fee for City residents and reasonable fees for other non-Centerville residents. The Association will further actively solicit and encourage use of the range by Centerville hunter education instructors and organizations, such as, the Centerville Boy Scout and Girl Scout organizations and church groups within the Centerville area, for purposes of firearms safety, hunter education, merit badge, and other similar uses to foster safe firearms handling and to meet various organizational requirements. The Association shall provide a gun range officer for all hunter safety and sight-in or other public shooting events at the Gun Range.

12. Membership and User Fees. By February 1 of each year, an annual schedule of membership and user fees shall be submitted by the Association to the City Manager for approval by the City. The fee schedule will be deemed approved unless objection is received by the Association within thirty (30) days after receipt of the schedule by the City Manager. Membership and user fees may be charged to help defray the cost of insurance, remediation, toilet facilities, garbage removal, and in developing, maintaining, and improving the Gun Range and related facilities.

13. Night Time and Sunday Use Prohibited; Exceptions. Except as otherwise provided herein, the range and facilities will be operated and used only during daylight hours on weekdays, Saturdays, and holidays. No night time firing will be permitted and no range lights will be installed and operated; provided, limited night time use with minimal lighting shall be permitted by law enforcement personnel of the City Police Department for authorized training. The Association agrees that the range facilities shall be closed to any shooting activities on Sundays, except for two Sundays per year. These Sunday events will be conducted in conjunction with the Utah State High Power Service Rifle Championship and the Utah Regional High Power Rifle Championship. Such Sunday closure shall not prevent non-shooting activities to be performed on Sundays, such as construction, maintenance, clean up, and the like. Permission for Sunday use as herein provided may be withdrawn by the City Council upon written notice given at least ninety (90) days prior to any scheduled match if the City Council determines that such use is unduly noisy or otherwise harmful to the peace or general welfare of the City. Limited Sunday shooting activities may be permitted for authorized training of law enforcement personnel of the City Police Department.

14. Termination. Notwithstanding anything to the contrary herein expressed, the City expressly reserves the right to cancel or terminate this Lease Agreement and the privileges herein granted and/or the use of the Leased Property for range purposes: (1) upon prior written notice when, in the reasonable opinion of the City, the Association has breached any of the terms or provisions of this Agreement and such breach is not corrected by the Association within sixty (60) days after receipt of such notice (it being understood, however, that the Association will use its best efforts to cure any breach as soon as practicable after receipt of the notice of breach); or (2) upon six (6) months prior written notice when the City Council has determined, in its sole discretion, following a public hearing that the use of the Leased Property as a shooting facility is no longer in the public interest, constitutes a nuisance, or there is another higher priority use for the Leased Property or in the vicinity. In the absence of such termination by the City, the lease and privileges herein granted shall continue until December 31, 2018, but such privileges may be further extended by mutual agreement of the parties hereto. Upon termination of this Agreement, the Association shall remove its equipment, improvements, and facilities within a reasonable period of time and shall remediate the Leased Property in accordance with the provisions of Section 15.

15. Remediation. The Association agrees, upon termination or expiration of this Lease or dissolution of the Association, to remediate the Leased Property in accordance with the provisions of this Section. The terms and conditions of this remediation obligation shall survive termination of this Lease Agreement. The Association shall remediate and stabilize the lead found in the areas of the firing lines and target berms, as set forth in **Exhibit B**, and any other area of the Lease Property determined to contain contaminated soils. Upon termination of this Agreement, the Association shall hire a reputable firm or expert to take soil samples from areas of

the Leased Property with potentially high concentrations of lead, such as the firing lines, target berms, and shooting areas, and have such samples submitted to the State laboratory operated by the Utah Department of Health, or other acceptable agency, to perform a Toxicity Characteristics Leaching Procedure (TCLP) on the soil samples to determine the level of toxicity in the soil (or other acceptable soil sample testing to determine lead contamination of the soil). Based on the soil sample test results, the Association shall thereafter prepare and submit a remediation plan to the City for proposed remediation of the site. The remediation plan and any remediation conducted on the Leased Property shall comply with applicable local, state and federal environmental regulations and shall implement commercially acceptable "best practices" for gun range remediation. The remediation plan shall require review and approval by the City Council within its reasonable discretion. Upon approval of the remediation plan by the City, the Association shall perform the remediation work within a reasonable time, not to exceed ninety (90) days from the date of approval of the remediation plan. The Association shall be required to provide remediation of the Leased Property at its sole cost and expense. Such remediation shall be conducted to the extent necessary to remediate the Lease Property for the uses contemplated in the following sentence. This commitment is based on the representation of the City that the site will remain open space for recreational use, including but not necessarily limited to a park, golf course, picnic areas and/or hiking/biking trail. The Association further agrees that it shall defend, indemnify and hold the City harmless from and against all direct or indirect costs, claims, obligations, liability and damages as a result of a breach of any of the covenants set forth within this paragraph, including, without limitation, any consultant or attorneys' fees incurred in the investigation or defense of any claim against the City relating to the presence of any lead in the areas of the firing lines and target berms in violation of local, state or federal environmental

regulations resulting from the Association's operations.

16. Remediation Fund. In order to assist in the Association's ability to perform the remediation obligations set forth in Section 15, the Association shall be required to create and maintain a remediation fund ("Remediation Fund"). The Remediation Fund shall be supported, in part, by the Association depositing a minimum of eight hundred dollars (\$800) annually into the Remediation Fund. Such annual deposit shall be made by December 31st of each year starting in December 2014. The Association also agrees to deposit \$1,000 into the Remediation Fund within thirty (30) days from the date of execution of this Agreement. The Association is obligated to remediate the Leased Property in accordance with the terms and conditions of this Agreement at its sole cost and expense and such obligation is not limited by the amount of funds in the Remediation Fund. By February 1 of each year, the Association shall provide the City Manager with sufficient evidence of deposit of the required annual contribution to the Remediation Fund, and the current total balance of the Remediation Fund.

17. No Joint Venture or Partnership. This Agreement shall not be construed as creating a joint venture, partnership, or other relationship whereby any of the parties hereto may be held responsible or liable for the acts or omissions of the other party hereto. Upon request, the Association agrees to report on its activities to the City Council in any regular scheduled public meeting.

18. Nondiscrimination. The Association agrees that it will not discriminate in any manner in the use, occupation or benefit of the Leased Property on the basis of race, color, creed, sex, marital status, religion, national origin, or other protected class.

19. Nontransferable. This Lease Agreement shall be deemed nontransferable to any third party without the City's prior written consent. At any such time the Association is

transferred or dissolved, this Lease Agreement shall become null and void; provided, the indemnification and remediation obligations set forth in Section 5 and Section 15 shall survive. A reorganization of the Association to obtain tax exempt status shall not be considered a transfer or dissolution for purposes of this Section.

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

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

To the Association: Centerville Small Arms Association
78 East Casa Loma Drive
Centerville, Utah 84014

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

21. Entire Agreement. This Lease Agreement, together with the Exhibits attached hereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in this Lease Agreement.

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

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

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

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

26. Amendment. This Lease Agreement may be amended only in writing signed by the parties hereto.

[signature page to follow]

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

CENTERVILLE SMALL ARMS ASSOCIATION

By: _____
Its: _____

CENTERVILLE CITY

By: _____
Ronald G. Russell, Mayor

ATTEST:

Marsha L. Morrow, City Recorder

ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the ____ day of _____, 2013, personally appeared before me _____, who being by me duly sworn, did say that (s)he is the _____ of **CENTERVILLE SMALL ARMS ASSOCIATION**, a Utah nonprofit corporation, and that said instrument was signed in behalf of said nonprofit corporation by authority of its bylaws or by a resolution of its Board of Directors and that said nonprofit corporation executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

EXHIBIT A

Map of Leased Property

EXHIBIT B

Site Map of Range Facilities, Improvements and Access Road

N

500 Feet
Print Date: 11/14/2013

Centerville Gun Range Leased Property - Exhibit A



Leased Boundary drawn from this description:

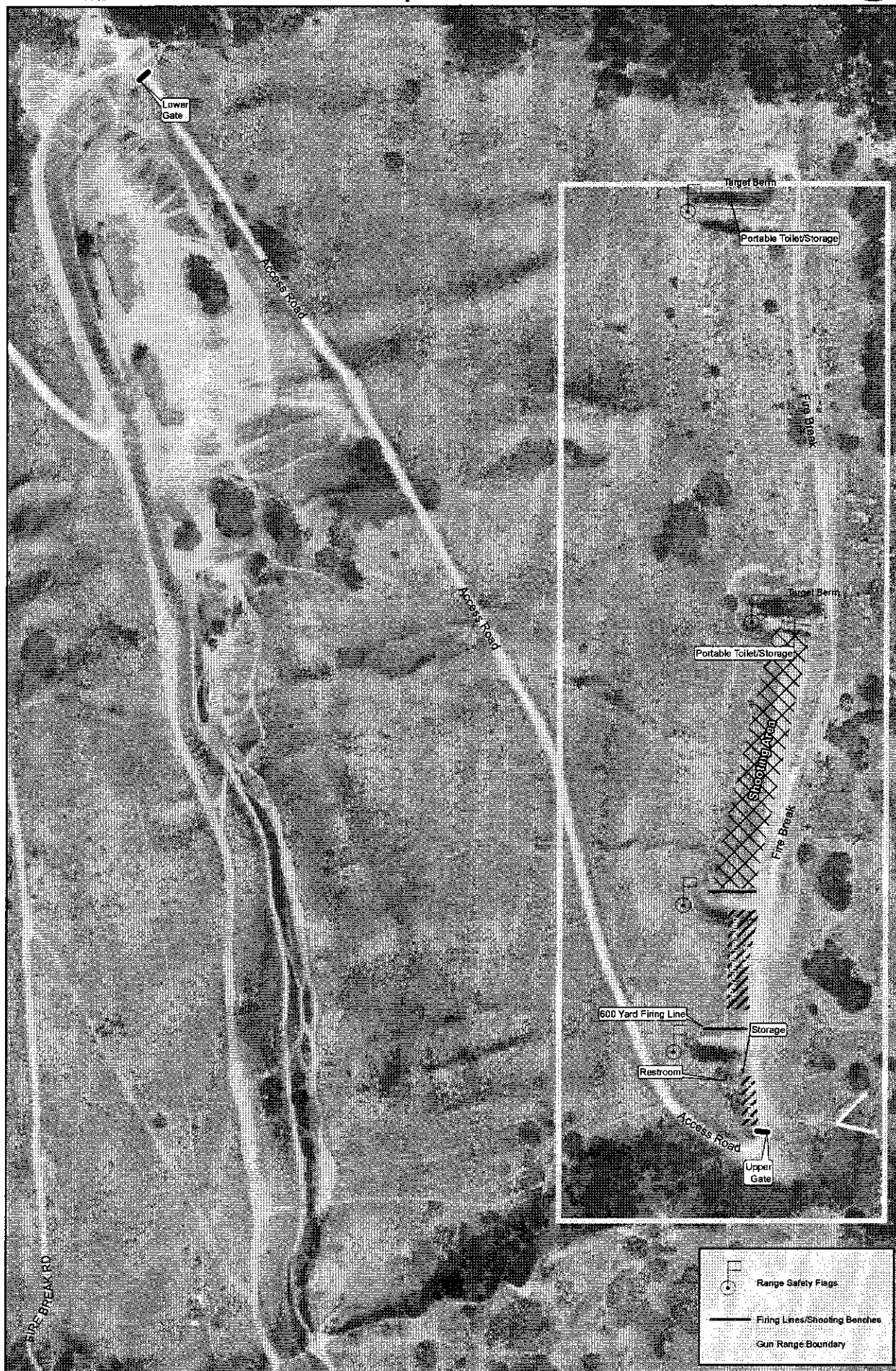
That portion of the Northeast Quarter of Section 17, Township 2 North, Range 2 East (this is really Range 1 E), Salt Lake Meridian, lying below the 5,300-foot level and extending approximately 700 feet West to a steep incline, and covering about 2,200 feet in a north/south direction from the north boundary of Section 17 to a ravine on the South.

- Leased Property
- 5300' Contour
- PLSSTownships
- City Boundary



Print Date: 11/14/2013

Centerville Gun Range Site Map - Exhibit B



MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT is entered into this 19 day of December, 2003, by and between CENTERVILLE SMALL ARMS ASSOCIATION, a Utah non-profit corporation, herein called "Association", and CENTERVILLE CITY, Municipal Corporation, herein referred to as "City,"

WITNESSETH:

WHEREAS, the Centerville Small Arms Association, a nonprofit organization, has constructed and is operating a rifle and pistol range on the premises of Centerville City as hereinafter described; and

WHEREAS, it is contemplated that said range shall be under the supervision of the Association but may be used by other similar clubs and organizations and by the City Police and other Police Departments as herein provided; and

WHEREAS, the Association is desirous to continue to use an area of land within the limits of Centerville City for the encouragement of organized rifle and pistol shooting among citizens of the United States who are residents in our community, with a view toward a better knowledge on the part of such citizens of the safe handling and proper care of firearms, as well as improved marksmanship;

WHEREAS, the City is desirous of fostering a location for its citizens to have proper marksmanship and firearm safety training, to enhance the opportunities for its citizens to receive formal organized training, to reduce the discharge of firearms at unauthorized locations, and to obtain the services of an organization to provide such facilities and services at no cost to the City,

WHEREAS, the City is further desirous of fostering the development, maintenance and

provision of facilities through the provisions of this lease whereby the City's police department and other public safety departments will have an enhanced place to conduct firearms training and qualifications needed for meeting the City's needs for the protection of the general public; and

WHEREAS, the Association has the further object and purpose of forwarding the development of those characteristics of honesty, good fellowship, self-discipline, team play and self-reliance which are the essentials of good sportsmanship and the foundation of true patriotism; and

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the City and Association agree as follows:

1. The City hereby leases to the Association for the purpose of operating a rifle and pistol range on the following premises in Centerville City, Davis County, Utah:

That portion of the Northeast Quarter of Section 17, Township 2 North, Range 2 East, Salt Lake Meridian, lying below the 5,300-foot level and extending approximately 700 feet West to a steep incline, and covering about 2,200 feet in a north/south direction from the north boundary of Section 17 to a ravine on the South.

This agreement shall be deemed nontransferable to any third party without the City's prior written consent; and at such time as the Association is disbanded, this agreement shall become null and void. A reorganization of the Association to obtain tax exempt status shall not be considered a transfer or disbandment.

2. This parcel will be used as a small arms firing range. Arms used will be limited to small arms of less than .50 caliber fired from the shoulder, pistols, revolvers, and black powder muzzle loading rifles of any caliber. It may have multiple firing lines at distances of 25,

50, 100, 200, 300, 500, and 600 yards, shooting bench locations at the 200 and 300 yard firing lines, with target butts. It may also include a small bore range for .22 caliber firing and for zeroing big game rifles. The Association has not and will not authorize its members to discharge shotguns on this range due to the anticipated cost of any associated lead cleanup upon closure of the range.

3. (a) The Association will maintain, except during winter months, in cooperation with the City, a passable access road from the existing lower gate to a cleared parking area behind the firing points, in the location and design as presently constituted.

(b) The Association will maintain the drainage culverts installed at the Association's expense along the roadway from the lower gate to the shooting range premises in their current locations for the purpose of improving drainage on the premises.

4. The Association will work with the City, Davis County, and Weber Basin Water Conservancy District in constructing or causing to be constructed needed improvements along the roadway leading to the shooting range premises for the purpose of enhancing safety along the roadway. The City, the County, and/or Weber Basin Water Conservancy District will be responsible for obtaining and providing all necessary permits and construction materials.

5. The Association will save, protect and hold harmless the City, its elected and appointed officials, employees, volunteers and agents from and against any liability, loss or claims whatsoever for injury to persons or property arising from the use or occupancy of said range by the Association, its members, guests, or anyone using said facilities by or under the direction of the Association and/or its members, and will furnish said City a liability insurance policy (with City, its elected and appointed officials, employees, volunteers and agents named as additional insureds) with reasonable limits specified by the City, but not less than \$2 million

in the aggregate, to protect it against liability for such loss or damage. The City shall give a six-month written notice if it requires coverage to exceed \$2 million. A current certificate of coverage shall be maintained with the City Recorder at all times.

6. The Association agrees at all time to maintain and exhibit range safety signs at the lower and upper gates and along the roadway in accordance with NRA range safety practices and as approved by the City Council. Range safety flags will be flown from the flag poles on the range during all Association events. The Association also agrees to post and maintain proper lookouts and/or range officers at all times during Association events when the firing is not directly into a hillside where the visibility from point of discharge to point of impact is limited.

7. During organized events, the Association will operate and maintain at or adjacent to the range portable sanitary toilets meeting the requirements of the U.S. Forest Service and the City, and may also construct a small building for storage of target materials and for fire fighting tools.

8. The Association will maintain the existing fire break along the east boundary of the range or as otherwise specified by the U.S. Forest Service.

9. The Association shall not at any time use or permit its members or guests to use any tracer or incendiary ammunition on the range.

10. The Association will at all times maintain said range and facilities in good order and condition and will not at any time permit firing by the Association or its members or invitees toward places of habitation.

11. The City Police Department may use the rifle and pistol range facility for training

its personnel at its own risk, responsibility and cost. The City Police Department will continue to assist with control and security of the facilities, and the Association will assist the City Police Department in providing a storage facility for police use and in the maintenance of target uprights for police use. A joint shooting calendar will be prepared at the beginning of each year scheduling major events and coordinating shooting activities between the Association and the City Police Department. Other law enforcement agencies may be allowed to use the range, provided such use is coordinated and arranged through the City Police Department and the Association. The City Police Department shall have first priority to use the range during week days when there are no previously scheduled Association events for those days.

12. The Association will make the range available to other similar organizations under the direction of the Association or for contests and like purposes and for use of the public generally on such days and at such times as may be agreed to by both the City and the Association subject to reasonable rules and safety requirements; provided, however, that the Association will at any time the range is in use for any such scheduled shooting activity have present a qualified range officer and if used by others, shall require the same to be provided by such organizations. By February 1 of each year, an annual schedule of user fees shall be submitted by the Association to the City Manager for approval by the City. The fee schedule will be deemed approved unless objection is received by the Association within thirty (30) days after receipt of the schedule by the City. User fees may be charged to help defray the cost of insurance, toilet facilities, garbage removal, and in developing, maintaining, and improving the range and related facilities. As part of such services the Association agrees to hold at least three hunter sight-in days prior to the major hunting season, and at least one additional public shooting day during the summer, at a nominal fee for City residents and reasonable fees for other non-

Centerville residents.

13. The parties hereto understand that the primary use of the range and facilities will be during the daylight hours on weekdays, Saturdays, and holidays. No night time firing will be permitted and no range lights will be installed and operated without the prior express approval of the City. The Association agrees that the range facilities shall be closed to Association shooting activities on Sunday, except for two Sundays per year. These Sunday events will be conducted in conjunction with the Utah State High Power Service Rifle Championship and the Utah Regional High Power Rifle Championship. Such closure shall not prevent non-shooting activities, such as construction, maintenance, clean up, and the like. Permission for Sunday use as herein provided may be withdrawn by the City Council upon written notice given at least ninety (90) days prior to any scheduled match if the City Council determines that such use is unduly noisy or otherwise harmful to the peace or general welfare of the City.

14. Notwithstanding anything to the contrary herein expressed, the City expressly reserves the right to cancel or terminate the privileges herein granted and/or the use of its property for range purposes: 1) upon prior written notice when, in the reasonable opinion of the City, the Association has breached any of the terms or provisions of this Agreement and such breach is not corrected by the Association within sixty (60) days after receipt of such notice (it being understood, however, that the Association will use its best efforts to cure any breach as soon as practicable after receipt of the notice of breach); and 2) upon six (6) months prior written notice when the City Council has determined following a public hearing that the use of the property as a shooting facility is no longer in the public interest, constitutes a nuisance, or there

is another higher priority use for the leased premises or in the vicinity. In the absence of such termination by the City, the lease and privileges herein granted shall continue until December 31, 2013, but such privileges may be further extended by mutual agreement of the parties hereto. Upon termination of this Agreement, the Association shall remove its equipment, improvements, and facilities within a reasonable period of time, and the City will cooperate with the Association (without cost to the City) in locating an alternative range site, if practicable.

15. The Association agrees, upon termination or expiration of this Lease or dissolution of the Association, to remediate and stabilize the lead found in the high power backstop berms and target sign berm (Items No. 1, 2 and 4 of the Wojcik Technical Services Study dated June 24, 1999 and previously supplied to the City) at its sole cost and expense, as required by local, state or federal environmental regulations applicable to the uses contemplated in the following sentence. This commitment is based on the representation of the City that the site will remain open space for recreational use, including but not necessarily limited to a park, golf course, picnic areas and/or hiking/biking trail. The Association further agrees that it shall defend, indemnify and hold the City harmless from and against all direct or indirect costs, claims, obligations, liability and damages as a result of a breach of any of the covenants set forth within this paragraph, including, without limitation, any consultant or attorneys' fees incurred in the investigation or defense of any claim against the City relating to the presence of any lead in the high power back stop berms in violation of local, state or federal environmental regulations resulting from the Association's operations.

16. This Agreement shall never be construed as creating a joint venture, partnership, or other relationship whereby any of the parties hereto may be held for the acts of either omission or commission of the other party hereto. Upon request, the Association agrees to

report on its activities to the City Council in any regular scheduled public meeting.

17. The Association agrees that if it hires any employee or undertakes any project for compensation, the Association shall comply with all of the provisions of Section 202(1) to (7) inclusive of Executive Order No. 11246, as amended, (30 F.R. 12319), which are incorporated herein by reference.

18. The Association agrees that it will not discriminate in any manner in the use, occupation or benefit of the leased premises on the basis of race, color, creed, sex, marital status, religion or national origin.

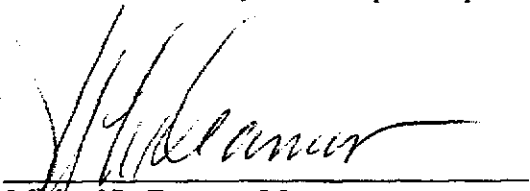
19. In order to promote the use of the range by the residents of Centerville, the City will permit the Association to list its events, event results, use schedule, and a map to the range on the City's web site, and will assist the Association in developing a suitable format and web presentation to accomplish this objective. The Association will further actively solicit and encourage use of the range by Centerville hunter education instructors, Centerville Boy Scout and Girl Scout organizations and church groups within the Centerville area, for purposes of firearms safety, hunter education, merit badge, and other similar uses to foster safe firearms handling and to meet various organizational requirements.

WITNESS THE HANDS of the parties hereto the day and year first above written.

CENTERVILLE SMALL ARMS ASSOCIATION

By: William H. Wang

CENTERVILLE CITY, A Municipal Corporation

By: 

Michael L. Deamer, Mayor

ATTEST:


Marilyn Holje, City Recorder



CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/3/2013**

Item No. 4.

Short Title: Mayor's Report

Initiated By:

Scheduled Time: 7:35

SUBJECT

- a. Fire Agency 2014 Budget
- b. Recreation District 2014 Budget

RECOMMENDATION

Review the Tentative Budgets for both the South Davis Metro Fire Agency and the South Davis Recreation District.

BACKGROUND

The Tentative Budget for the Fire Agency is attached, but the Tentative Budget for the Recreation District will not be available online until Monday, December 2nd.

ATTACHMENTS:

Description

- ☐ Fire Agency 2014 Budget

SOUTH DAVIS METRO FIRE AGENCY									
GENERAL ENTERPRISE FUND 10 BUDGET									
YEAR 2014									
Ln	Acct	Account	2011	2012	2012	2013	2014	Budget	%
#	#	Title	Actual	Actual	Budget	Budget	Budget	Difference	Change
								Increase	+Increase
								(Decrease)	-Decrease
									Comments
REVENUE									
1	3110	Davis County Paramedic Funding	625,000	637,125	655,384	675,046	681,796	6,750	1%
2	3381	Bountiful City	1,798,031	1,867,811	1,867,811	1,883,737	1,886,937	3,200	0%
3	3382	Centerville City	753,372	783,477	783,477	804,667	822,341	17,474	2%
4	3383	Davis County	265,658	296,850	296,850	342,753	371,921	29,168	9%
5	3384	North Salt Lake City	1,120,160	1,147,058	1,147,058	1,150,371	1,176,245	25,874	2%
6	3385	West Bountiful City	352,269	391,255	391,255	406,379	426,437	20,058	5%
7	3386	Woods Cross City	488,420	510,990	510,990	516,977	539,492	22,515	4%
8	3410	Ambl/PM Fees - Accrual Basis	2,011,658	2,714,357	2,600,000	2,240,000	1,800,000	(440,000)	-20%
9	3411	Contractual Write Offs	(369,855)	(640,476)	(650,000)	(567,000)	-	567,000	
10	3412	Contracted Billing & Collection	-	(90,286)	(85,000)	(83,000)	(100,000)	(17,000)	20%
11	3412	Misc Revenue	-	23,701	24,000	-	-	-	
12	3690	Plan review	1,132	-	-	-	5,000	5,000	
		Total Revenue	7,045,845	7,641,862	7,541,825	7,370,130	7,610,170	240,040	3%
EXPENDITURES									
41		OPERATION							
1	110	FTE Salaries & Wages	3,248,577	3,343,433	3,350,000	3,469,760	3,700,609	230,849	7%
2	111	PTE Salaries & Wages	485,323	479,505	475,000	509,313	393,919	(115,394)	-23%
3	112	Overtime Pay	105,459	119,070	123,000	113,823	125,426	11,603	10%
4		Training Officer Salary & FB	-	-	-	90,427	-	(90,427)	
5	130	FICA	286,882	293,838	302,573	320,575	323,377	2,802	1%
6	131	Retirement	517,436	528,339	540,000	614,484	650,033	35,539	6%
7	132	Group Health & Life Insurance	640,726	508,569	525,000	739,520	778,427	38,907	5%
8	133	LTD Insurance	441	499	500	594	604	10	2%
9	134	Worker Comp Insurance	49,522	76,132	82,600	75,606	78,000	2,394	3%
10	135	Educational Benefit	4,136	2,605	5,000	7,500	5,000	(2,500)	-33%
11	136	Employee Assistance Program	4,178	3,743	3,840	3,840	3,840	-	0%
12	140	PTE Accident Insurance	5,673	5,743	5,700	5,700	-	(5,700)	
13	145	Paid Absence Accrual	(273)	26,250	37,500	50,000	50,000	-	0%
14	210	Books, Subscriptions, Dues	2,593	1,599	2,500	3,000	7,500	4,500	150%
15	215	Misc Fringe Benefits	-	134,237	130,000	-	-	-	
16	220	Public Notices	83	254	300	300	300	-	0%
17	230	Travel Training Schools	142	959	2,000	2,000	2,000	-	0%
18	231	Board Meeting Expense	7,200	7,200	7,200	7,200	7,200	-	0%
19	240	Office Supplies	6,667	6,651	7,300	8,000	8,000	-	0%
20	250	Office Equipment Maintenance	768	679	800	1,000	1,000	-	0%
21	310	Financial Audit	15,530	15,540	15,540	16,000	9,500	(6,500)	-41%
22	311	Personnel Services	16,489	274	16,500	500	30,000	29,500	5900%
23	312	Legal Services	10,573	13,500	13,000	25,000	25,000	-	0%
24	313	Support AR Billing & Accounting Software	11,949	6,498	6,400	5,000	4,000	(1,000)	-20%
25	314	Medical Exams	14,127	8,845	13,000	13,000	13,000	-	0%
26	315	Physical Ability Testing Standard	3,000	-	-	3,000	3,000	-	0%
27	510	Liability Insurance	78,406	74,926	82,500	87,000	87,000	-	0%
28	610	Misc. Supplies	6,070	5,114	4,000	5,000	5,000	-	0%
29	615	Clothing Allowance	41,887	40,812	40,000	45,000	45,000	-	0%
30	620	Misc Services	5,838	7,417	8,400	8,400	8,400	-	0%
31	625	Honor Guard	-	-	-	-	3,000	3,000	
32	630	Health Wellness	-	-	-	-	3,000	3,000	
33	635	Office Furniture	-	-	-	-	6,000	6,000	
		Total Administration	5,569,402	5,714,231	5,800,153	6,230,552	6,377,136	146,585	2%
42		LOGISTICS							
1	250	Vehicle Operations	81,358	89,958	79,700	80,300	86,400	6,100	8%
2	251	Vehicles & Tire Maint. & Repairs	81,313	104,242	105,000	98,650	97,000	(1,650)	-2%
3	252	Equipment Maint. & Repairs	14,842	20,897	21,000	20,000	20,000	-	0%
4	253	Hazmat Equipment Maint. & Repair	9,262	17,642	17,642	8,000	8,500	500	6%
5	254	Tech Rescue Equipment Maint. & Repair	5,690	18,490	18,766	-	-	-	
6	260	Buildings Maintenance & Repair	27,951	32,007	30,000	16,000	26,000	10,000	63%
7	261	Grounds Maintenance	3,214	3,708	3,000	5,000	5,000	-	0%
8	270	Electric Power	42,673	42,979	43,000	41,000	41,000	-	0%
9	271	Gas Heat	23,680	18,131	21,349	23,000	25,000	2,000	9%
10	272	Water & Sewer	5,779	6,264	6,607	7,000	7,000	-	0%
11	274	Centerville Drainage Tax	345	379	387	400	400	-	0%
12	450	Special Dept Supplies	27,970	26,676	28,000	36,000	36,000	-	0%
13	453	Hazmat Special Dept Supplies	5,133	5,385	6,050	6,750	-	(6,750)	
14	610	Misc. Supplies	2,188	2,540	5,000	6,000	6,000	-	0%
15	740	Equipment Over \$5000	29,440	8,028	-	-	-	-	
16	741	Equipment Under \$5000	882	15,632	20,000	36,000	36,000	-	0%
17	742	Hazmat Equipment Over \$5000	-	-	-	-	8,000	8,000	
18	743	Hazmat Equipment Under \$5000	2,578	-	-	13,925	6,000	(7,925)	-57%
19	744	Tech Equipment Under \$5000	-	-	-	22,000	8,250	(13,750)	-63%
20	745	Tech Equipment Over \$5000	-	-	-	-	13,600	13,600	
		Total Logistics	364,298	412,957	405,501	420,025	430,150	10,125	2%
43		COMMUNICATIONS							
1	210	Books, Subscriptions, Dues	400	400	400	400	-	(400)	
2	251	Communication Eq Maint. & Repair	11,847	9,255	11,000	10,000	8,000	(2,000)	-20%
3	252	Computer Supplies & Maint.	5,533	3,507	4,000	7,000	7,000	-	0%
4	280	Phone Service	28,531	28,170	27,000	25,000	36,000	11,000	44%
5	281	Cell Phone & Pager Service	32,681	32,762	30,000	33,000	33,000	-	0%
6	282	UCAN	28,589	28,675	28,000	28,000	27,000	(1,000)	-4%
7	283	Mobile Command	2,142	4,384	5,000	15,100	15,100	-	0%

SOUTH DAVIS METRO FIRE AGENCY	
GENERAL ENTERPRISE FUND 10 BUDGET	
YEAR 2014	

Ln	Acct	Account	2011	2012	2012	2013	2014	Budget	%
#	#	Title	Actual	Actual	Budget	Budget	Budget	Difference	Change
								Increase	+Increase
								(Decrease)	-Decrease
									Comments
8	310	Dispatch Service	151,856	156,412	156,412	161,104	161,104	-	0%
9	311	Computer Support	10,043	23,152	15,000	24,000	48,000	24,000	100%
10	480	Software Purchases	17,842	1,717	2,000	2,000	16,000	14,000	700%
11	740	Equipment Over \$5000	27,439	41,128	16,640	5,000	30,000	25,000	500%
12	741	Equipment Under \$5000	6,457	30,301	34,000	27,000	27,000	-	0%
		Total Communications	323,360	359,863	329,452	337,604	408,204	70,600	21%
	44	FIRE PREVENTION							
1	210	Books, Subscriptions, Dues	3,131	2,568	2,538	2,600	-	(2,600)	
2	230	Travel Training Schools	4,788						
3	240	Office Supplies	16	486	475	450	450	-	0%
4	241	Public Ed Supplies	1,325	3,169	2,500	1,500	7,300	5,800	387%
5	610	Misc. Supplies	47	45	300	2,000	2,000	-	0%
6	615	Special Events Supplies	788	612	1,200	1,500	1,500	-	0%
7		Plan review					5,000	5,000	
		Total Fire Prevention	10,095	6,881	7,013	8,050	16,250	3,200	40%
	45	TRAINING							
1	210	Books, Subscriptions, Dues	4,488	2,370	4,000	5,000	5,435	435	9%
2	215	Recert Fees	2,760	2,760	4,000	4,000	2,150	(1,850)	-46%
3	230	Travel Training Schools	10,628	15,018	17,835	23,000	27,545	4,545	20%
4	231	Training Materials	1,200	1,035	4,000	6,000	8,000	2,000	33%
5	740	Equipment Over \$5000			1,400				
6	741	Equipment Under \$5000		988		1,500	1,500	-	0%
		Total Training	19,076	22,170	31,235	39,500	44,630	5,130	13%
	46	EMERGENCY MEDICAL SERVICES							
1	210	Books, Subscriptions, Dues	1,047	274	274	600		(600)	
2	241	Forms & Printing	1,907	2,332	2,300	2,000	2,000	-	0%
3	250	Equipment Maint & Repairs	3,631	5,004	5,500	6,000	6,000	-	0%
4	310	Physician Consultant	10,000	7,500	10,000	10,000	10,000	-	0%
5	610	Misc. Supplies	890	806	616	1,000	1,000	-	0%
6	621	Medical Supplies	80,656	78,335	92,000	92,000	87,000	(5,000)	-5%
7	740	Equipment Over \$5000	15,951	16,098	4,990	13,800	13,800	-	0%
8	741	Equipment Under \$5000	4,614	5,558	4,000	9,000	14,000	5,000	56%
		Total Emergency Medical Services	118,696	115,906	119,680	134,400	133,800	(600)	0%
	70	OTHER EXPENSES							
9	650	Depreciation	296,660	348,817	305,000	316,000	316,000	-	0%
10	655	(Gain)Loss Fixed Assets Sold	(62,195)	25,864	25,864				
11		Capital Building Savings							
12		Building repairs							
13		Capital Equipment							
14	850	Transfer to Capital Reserve Fund 45	723,807	500,000	500,000	200,000	200,000	-	0%
		Total Non-Cash Expenses	958,272	874,681	830,864	516,000	516,000	-	0%
		Total Expenditures	7,363,199	7,506,689	7,523,898	7,686,131	7,926,170	240,040	3%
		Net Income or (Loss)	(317,354)	135,173	17,927	(316,000)	(316,000)	0	0%
		Net Expenditures Funded by Cities & County	4,777,910	4,997,441	4,997,441	5,105,084	5,223,374	118,289	2%
						5,105,084	118,290		

South Davis Recreation District
2014 Budget Index

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The logo for the South Davis Recreation Center features the text "South Davis" in a bold, sans-serif font, with "Recreation Center" in a smaller, lighter font below it. The text is positioned between two horizontal lines, with a diagonal line intersecting them from the top right.

South Davis
Recreation Center

South Davis Recreation District Board Members,

While preparing the 2014 Budget, we have once again been able to present a balanced Budget to you without any increases to membership pricing or daily admission fees. It has been seven years now and we feel we have been very fortunate.

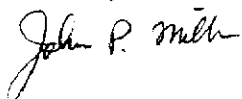
The 2014 Budget might be the last year we will be able to keep our rates at the same price. Looking into the future we feel we will need to take a good look at increasing daily admissions and membership rates to offset any Budget deficit. The trend, as you will see going through the budget, is that revenues are remaining consistent and the expenses are continuing to increase especially as we add new programs, as well as our continued efforts in keeping the facility clean and safe for our patrons as the facility is getting older. We've been able to balance the 2014 budget this year with 9.2% of all admissions being placed into the "Reserve for Replacement Fund" for future maintenance needs which we feel will be crucial down the road as the Facility continues to get older and the repairs we are experiencing are becoming more costly.

Memberships throughout the year have continued to increase slightly, with over 21,000 total members to date, which we feel during the busiest times is reaching our capacity and doesn't leave much room for growth. It's even becoming apparent to our members when they have to wait to use parts of the facility. We remain confident that the South Davis Recreation Center will be a safe, clean and popular facility for families to come and enjoy but we feel we will be reaching our maximum capacity very soon.

We appreciate the members of the Recreation Board and their willingness to support us in the way we successfully manage the Recreation Center. The two additional staff members we were able to hire in the past year have been very beneficial to the overall success of the many lessons, programs and events offered here at the Facility.

It will continue to be the objective of The South Davis Recreation Center to be one of the best run and well managed recreation facilities in the state. It is our desire that through the improvements that we have budgeted and suggested, it will ensure that the Recreation Center will be an extremely successful, safe and popular facility for the community to enjoy.

Sincerely,

A handwritten signature in cursive script that reads "John P. Miller".

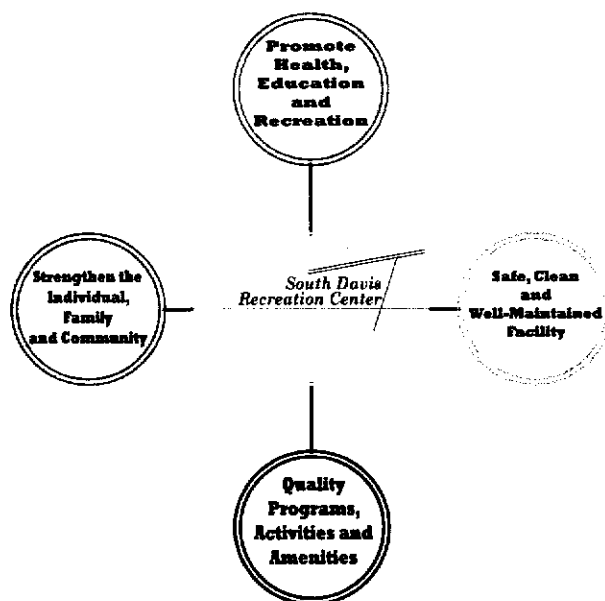
John P. Miller
Executive Director

HERE TO SERVE YOU

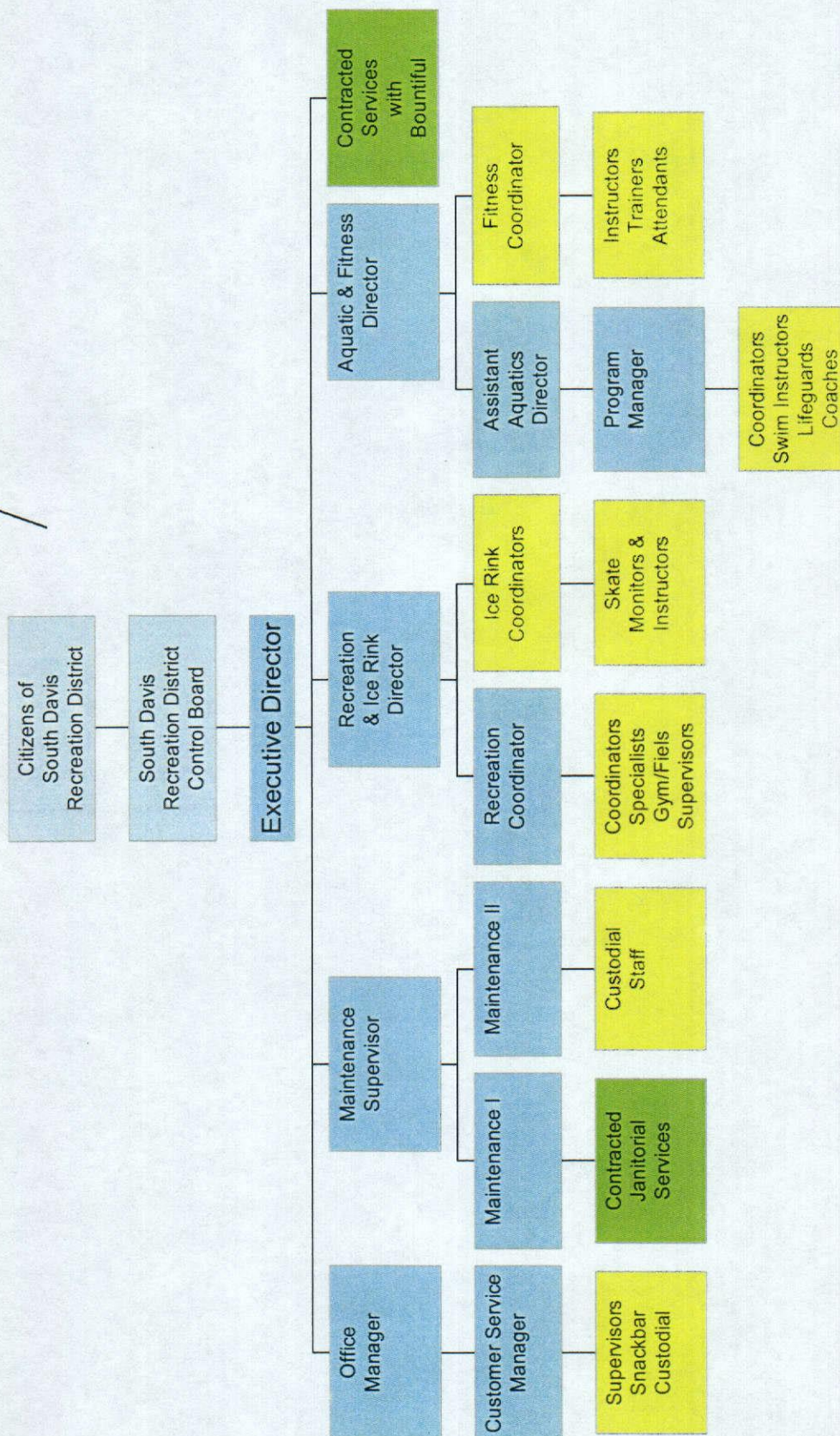
John P. Miller	Executive Director
Scott McDonald	Aquatics & Fitness Director
Cory Haddock	Recreation & Ice Arena Manager
Mary Gadd	Office Manager
Megan Welling	Customer Service Manager
Tom Lund	Facility Maintenance Supervisor
Mike Galland	Facility Maintenance
John Toronto	Facility Maintenance
Cindy Hunt	Assistant Aquatics Director
Betsy Christopherson	Recreation Coordinator
Kathleen Steadman	Aquatic Manager

South Davis Recreation District Mission Statement

The South Davis Recreation District is dedicated to providing community residents and visitors a safe, clean, well-maintained facility that promotes health, education and recreation through a network of quality programs, activities and amenities that strengthen the individual, family and community; both now and for future generations.



South Davis Recreation Center



2014
South Davis Recreation Budget
5610 - Aquatics & Fitness

		2013 Budget Estimate	2014 Proposed
411000	Full-time Permanent Employees Salaries Salaries of Aquatic & Fitness Director; Assistant Aquatics Director; Aquatic Coordinator and Office Manager	197,328	207,719
412010	Lifeguard, Swim Instructor, General Pool/Fitness Staff wages Wages for all Lifeguards, Head Lifeguards & Swim Lesson Instructors. There are over 100 guards & instructors employed at the SDRC in the summer. We have 3 very busy pools to operate from as early as 5am to as late as Midnight. On a shift at or near capacity we can have as many as 17 lifeguards on duty. Our swim lesson program is the largest in the state with over 30 instructors teaching a variety of classes, we teach thousands of children learn-to-swim classes as well as adult and community classes.	539,689	540,000
412020	Program Director Wages Wages for all part time program directors including Lifeguarding, Lessons, Aquatic Teams, Fitness, Water Aerobics, Races and Special Events. Due to the safety sensitive nature as well as the size and popularity of programs offered in the aquatic and fitness area, our programs have coordinators to supervise and help program participation and effectiveness. These employees are the liaison between participants, instructors, and management. They are an integral part of our Customer Service Team and help our programs run efficiently.	64,086	70,000
412030	Aerobics, Weight Room & Trainers Wages Wages for all Fitness instructors, both land & water, and weight room attendants. We offer several land aerobics and several water aerobics classes every day - each of these are often heavily attended. We've added a comprehensive Silver Sneakers program that continues to grow and an enormous popularity with our Zumba classes, both land and water. We also provide a knowledgeable person to work in the weight room, during peak hours, to help keep the area safe and the equipment clean and in good condition for our patrons.	121,099	140,000
412040	Cashiers - Pool Snack Bar Wages Wages for all cashiers in the outdoor pool snack bar. The snack bar for the outdoor pool is open everyday during open plunge hours in the summer months. Due to the nature of the operation (cash	5,000	7,000

handling) we have two cashiers working at all times.

412050	Cashiers - Front Desk Wages Wages for all front desk cashiers. The facility is open as early as 4:30am and as late as midnight and is open almost everyday of the year. During peak times (open plunge and registration days) we can have up to five cashiers working to provide prompt customer service to our users.	149,920	155,000
412080	Swim Team Coaches Wages for all aquatic coaches including the Tsunami team (age-group for 6-17 year olds), pre-competitive/developmental (for 5-10 year olds), masters (for 18 and up), diving (all ages), and water polo. Each program is an extension of our popular instructional aquatic programs designed to instill a lifelong passion for swimming and aquatic safety.	64,537	66,000
412090	Daycare Staff Wages Wages for all drop-in daycare staff. Hours of operation are M-F 8am-12pm, M-Th 4pm-8pm and Saturday mornings 8am-12 noon. State mandates a minimum of 2 staff members at all times, more if children are under the age of 2.	42,416	42,000
412100	Personal Trainer - Shared Fees Personal trainer's share of collected fees coded here via payroll (offsets 3472-6500)	41,968	45,000
412110	Private Swim Lesson Instructor-Shared Fees Swim instructor's share of collected fees coded here via payroll (offsets 3472-6200)	9,533	10,000
413010	FICA Social Security and Medicare Taxes	97,724	99,429
413020	Medical Insurance Cost of medical insurance for eligible employees.	42,357	46,592
413030	Life Insurance Cost of life insurance for eligible employees.	1,292	1,317
413040	State Retirement Retirement contributions for eligible employees.	35,858	39,948
413060	Unemployment Reimbursement/Premium	1,000	2,000
413100	Worker's Comp Insurance	24,630	27,000
425300	Vehicle Allowance	1,959	2,400
462180	Accrued Comp Time Expense	1,043	200
462190	Accrued Sick Leave Expense	2,316	1,000

462200	Accrued Vacation Leave Expense	1,245	4,000
421000	Books, Subscriptions & Memberships Memberships to State & National Recreation Associations, Swim Coach Associations, USA Swimming, Professional Pool Operators Association (Maintenance), State & National Fitness Associations (both aquatic and land), Davis County Health Department fees & permits (3 year round pools, 1 seasonal & 2 snack bars). The American Red Cross charges program fees for the learn to swim program, CPR, First Aid, AED, Lifeguard Training, and Water Safety Instructor courses.	24,309	28,000
422000	Public Notices Expenses for promoting facility operations (allocated share to each dept).	25,602	28,000
423000	Travel & Training In-service training seminars, certification courses and state & national association conferences for aquatic and fitness department. Includes swim meet travel for coaching staff	8,975	10,500
424000	Office Supplies Paper, Stationary, Envelopes & Related Office Supplies	8,632	8,000
425000	Equipment Supplies and Maintenance Parts, fluids and maintenance charges for equipment including service contracts on weight equipment. Weight equipment repairs.	28,746	30,000
426000	Building Supplies & Maintenance Pool chemicals, cleaning supplies, lights/light fixtures, toilet paper, paper towels, and other needs. Includes energy saving upgrades by switching to underwater LED lights & VFD drive pool pumps. The payback for these upgrades should be within one year or two.	196,776	190,000
426500	Grounds Maint & Mowing / Snow Removal (50%) City provided grounds and snow removal service (50%)	4,632	5,000
427000	Utilities (60%) 60% of the total utilities for the SDRC	292,463	321,000
428000	Telephone Expense (25%) Equipment and monthly expenses (25% share) and Comcast	2,776	4,000
431050	Credit Card Fees	40,000	40,000
431100	Legal & Auditing Fees (50%) Cost for District's Attorney fees and cost of annual auditing services at 50 % share.	16,571	16,000
431500	Accounting & Payroll Services (40%) 40% share of contracted services with Bountiful City.	33,845	34,000

434000	Janitorial Services (60%) 60 % share of janitorial contract. Bi-annual exterior window	77,352	78,000
445200	Staff Uniforms	9,019	9,500
448000	Operating Supplies Program supplies including certificates, kickboards, fins, hand paddles, lifejackets, water buoys, wave belts (water aerobics), free weights, weight bars, steps, exercise tubes, exercise balls, ribbons, trophies, wallyballs & nets, etc... Lifeguard supplies including hoses, tools, first aid supplies, rescue tubes, training supplies and misc. equipment.	45,000	50,000
448240	Items Purchased for Re-Sale Merchandise for resale including swim goggles, caps, swim diapers, racquetballs, locks, and other items.	9,636	10,000
448250	Snack Bar Supplies Outdoor snack bar food, beverages, and supplies.	16,638	16,000
448300	Party Room Supplies Food, beverages, and supplies for swim party room.	4,739	5,000
448400	Daycare Supplies Supplies for use in operation of drop-in daycare.	500	1,000
448700	Special Events Supplies Supplies and expenses related to special events including Halloween, Christmas, Handcart Days, etc...(85%).	73,065	75,000
451100	Insurance Insurance premiums, liability, and property.	42,700	43,000
461000	Miscellaneous Expense/Background Checks Misc. expenses that don't code elsewhere and new hire background checks and drug tests.	1,860	5,000
463000	Cash Over/Short	38	0
492300	Contribution to repair/replacement reserve Represents an 9.2% transfer from pool revenues for future repairs and updates to facility	182,115	186,760
		2,590,988	2,700,365

2014
South Davis Recreation Budget
5630 - Recreation

		2013 Budget Estimate	2014 Proposed
411000	Full-time Permanent Employees Salaries This is 60% of the salary for the Recreation Manager and one Full Time Recreation Coordinator	77,782	82,915
412000	Seasonal & Part-time Employees Jr Jazz: This program has 2 sessions and uses three high schools, five junior highs, and the Recreation Center. SDRC has the 2nd largest Jr Jazz program in the State of Utah. To add to this already exceptional program, we are running an instructional league for 1st and 2nd graders in October and January. We employ over 50 individuals to run games, supervise practice, and organize the program. The positions we have for the program are Gym Supervisors, Officials, Scorekeepers and Hall Monitors(\$7,800) . Budget total: \$73,100. Mens Basketball: This program runs nearly year round and utilizes gymnasiums at SDRC, Bountiful High School, and Mueller Park High School. There are 2 different levels of play, competitive and recreational. The positions we have for this program are Gym Supervisors and Scorekeepers. Budget total: \$5,000. Womens Basketball: This program runs in the winter and spring. The positions we have for this program are Gym Supervisors and Scorekeepers. Budget total: \$2,000. Mens & Coed Softball: This program runs in the spring, summer and fall. For this program, we have one Scorekeeper at the games. Budget total: \$7,000. Arts and Crafts: This is an 8 week program that meets during the week. The participants do different arts and crafts projects while being supervised by SDRC Staff. Budget total: \$7,000. TBall/Coach Pitch: This program is a youth program that gives children an opportunity to learn and play the game of baseball. I was able to get a grant from Land O Frost for \$6,000. To run the program we have hired two recreation umpires. Budget total: \$1500. Youth Soccer: This program is run in both the spring and fall seasons. \$8,000 Womens & Coed Volleyball: This is a new program that we started and it has been gaining popularity. We currently have 20 teams playing in this league. Budget total: \$1,500. Program Coordinators: I have part time coordinators that organize both our youth and adult recreation programs. Budget total: \$41,100.	153,498	160,000
413010	FICA Social Security and Medicare Taxes	18,210	19,583

413020	Medical Insurance	18,803	21,553
	Cost of medical insurance for Recreation Manager (60%)		
413030	Life Insurance	506	535
	Cost of life insurance for eligible employees		
413040	State Retirement	13,786	15,876
	Retirement contributions for eligible employees		
413060	Unemployment Reimbursement/Premium	1,104	500
413100	Worker's Comp Insurance	3,956	5,000
	Workers compensation premiums		
425300	Vehicle Allowance	1,230	1,800
462180	Accrued Comp Time Expense	78	100
462190	Accrued Sick Leave Expense	628	600
462200	Accrued Vacation Leave Expense	1,855	1,800
421000	Books, Subscriptions & Memberships	290	400
	This is for memberships to the National Parks & Recreation Association, Utah State Parks and Recreation Association, and United States Tennis Association.		
422000	Public Notices	3,836	4,500
	This is for any advertising we do for all of our recreation programs - newspaper ad in the Clipper, Summer and Winter brochures sent out to every school in the recreation district, mailings to teams and individuals for upcoming leagues or programs.		
423000	Travel & Training	939	750
	This is for travel & training to the Annual Utah State Park & Recreation Conference.		
424000	Office Supplies	916	900
	Paper, Stationary, Envelopes & Related Office Supplies		
425000	Equipment, Supplies & Maintenance	85	200
	Rakes and Shovels		
426050	Field Prep & Utilities (Bountiful City)	5,758	5,000
	The Bountiful City Parks Department is providing the maintenance on the Zeisiger Park & Rocket Park for SDRD baseball/softball programs. This consists of a grounds crew that preps each field for play including, but not limited to, moving fields, dragging the infield, applying chalk baseline markings, placing bases, etc. In addition, they take care of the maintenance of the sprinkler system & provides the necessary water. They provide the field lights & utilities required to run them. The costs for their services are as follows: \$600 per month between Apr-Aug and \$150 per month between Sept-Oct. In this budget we have budgeted for infield for		

the softball field \$3700

427000	Utilities (10%) 10% of the total utilities for the SDRD	46,699	52,000
428000	Telephone Expense (25%) We no longer have Nextel phone service and now have portable radios.	546	600
431000	Professional & Technical Services These services are with Scott Moyes with USSSA. They provide certified officials and umpires for Mens & Womens Basketball, Mens & Coed Softball, and Coed & Womens Volleyball.	64,717	65,000
431050	Credit Card Fees	5,500	5,000
431500	Accounting & Payroll Services (20%) Accounting and payroll contracted services with Bountiful City billed at 20% of the total cost	17,441	17,000
434000	Janitorial Services (10%) Contracted services provided by Bearcom for cleaning of the SDRC after hours of operation.	12,988	13,500
448000	Operating Supplies Purchase of awards and trophies for league winners in Mens and Womens Basketball, Coed and Mens Softball, Jr Jazz and Coed and Womens Volleyball. This would also include the purchase of softballs, volleyballs, basketballs and first aid kits. Other supplies needed are supplies for the Arts and Crafts program, staff shirts, racing bibs, whistles, etc(\$13,000).	28,409	28,000
448250	Snack Bar Supplies Purchase of products for the concession stand at Zeisiger Park. We sell the products to customers during the t-ball/coach pitch games. Examples of products are: sunflower seeds, gum, canned soda, candy, etc.	1,350	1,000
461000	Miscellaneous Expense/Background Checks Background checks on volunteers, employess & coaches. Cost of \$10 per request.	2,000	2,000
TOTAL		482,911	506,112

2014
South Davis Recreation Budget
5650 - Ice Arena

		2013 Budget Estimate	2014 Proposed
411000	Full-time Permanent Employees Salaries	170,508	173,780
	Executive Director; Customer Service Manager; 40% of Recreation/Ice Arena Manager wages		
412000	Seasonal & Part-time Employees	224,086	225,000
	Wages for shift managers who are here in the evening and weekends to manage the facility when full time staff are not here (\$63,000). Wages for all cashiers for main snackbar which is open year round (\$78,000). Wages for all Skate Monitors throughout the year to make sure the public skating sessions are clean, safe and enjoyable (average 3 monitors per shift \$76,000). Hockey Coordinator: This position was created to help promote hockey here at the rink by creating new programs in the summer, assisting our current hockey programs and finding better ways to cut expenses. They'll also follow trends in the sport and look for new revenue sources. \$5,000		
413010	FICA	30,760	32,506
	Social Security and Medicare Taxes		
413020	Medical Insurance	31,648	35,766
	Cost of medical insurance for Executive Director, Customer Service Manager, Ice Arena/Recreation Manager (40%)		
413030	Life Insurance	993	1,066
	Cost of life insurance for eligible employees		
413040	State Retirement	27,415	32,643
	Retirement contributions for eligible employees		
413060	Unemployment Reimbursement/Premium	50	100
413100	Worker's Comp Insurance	7,709	8,500
	Workers compensation premiums		
425300	Vehicle Allowance	5,283	5,535
462180	Accrued Comp Time Expense	141	250
462190	Accrued Sick Leave Expense	777	750
462200	Accrued Vacation Leave Expense	(335)	800

421000	Books, Subscriptions & Memberships	1,975	2,000
	Membership to National and State Recreation and Parks Association(\$800); Membership to BMI (gives us the ability to play music in the facility - \$1,200)		
422000	Public Notices	10,856	11,000
	Expenses for promoting facility operation (allocated share to each dept); Newspaper Ads, Summer and Winter brochures, mailings,		
423000	Travel & Training	1,031	1,200
	National Recreation and Parks Association conference; Utah Recreation and Parks Association conference		
424000	Office Supplies	2,082	2,000
	Paper, stationary, envelopes and related office supplies, and state mail.		
425000	Equipment, Supplies & Maintenance	9,765	10,000
	Maintenance and parts for Zamboni, computers and copy supplies		
426000	Building/Supplies & Maintenance	34,955	35,000
	Parts for compressor, cleaning supplies, toilet paper, paper towels, soap, ballists, lights for building, snow melt, etc.		
426500	Grounds Maintenance (50%)	5,508	6,000
	Snow removal and lawn mowing contracted through Bountiful City		
427000	Utilities (30%)	147,623	162,000
	Utility bills for facility (30%)		
428000	Telephone Expense (25%)	1,046	1,500
431000	Professional & Technical Services	913	0
431050	Credit Card Fees	13,000	14,000
431100	Legal & Auditing Fees (50%)	14,549	15,000
	Cost for District Attorney fee and cost for annual audit.		
431500	Accounting & Payroll Services (40%)	34,078	34,000
	Agreement between the District and Bountiful City for fiscal services		
434000	Janitorial Services (30%)	37,358	38,000
	Contract for cleaning the recreation center contractor will provide all equipment and cleaning supplies necessary to clean facility after hours of operation. Bi-annual cleaning of exterior windows.		
448000	Operating Supplies	14,176	14,000
	Purchase of hoses, tools, first aid supplies, staff shirts, front mats, Step Saver (Salt), etc. In addition we have budgeted for replacing 100 rental skates (\$8000).		

448240	Items Purchased for Re-Sale	2,865	2,000
	Figure skates for resale including polish, laces & misc supplies		
448250	Snack Bar Supplies	86,750	87,000
	Food and beverages supplies for indoor snackbar		
448300	Party Room Supplies	1,542	1,500
	Food, beverages, and supplies for ice party room		
448700	Special Event Supplies	500	1,000
	Supplies and expenses related to special events including Halloween, Christmas, Handcart Days, etc...(15%)		
451100	Insurance (50%)	42,700	43,000
	Insurance premiums for property and liability. Shared at 50% between ice and pools.		
461000	Miscellaneous Expense/Background Checks	2,000	1,000
	Employee background checks & drug tests		
492300	Contribution to repair/replacement reserve	29,370	29,440
	Represents an 9.2% transfer from ice revenues for future repairs and updates to facility		
		993,676	1,027,336

2014
South Davis Recreation Budget
5670 - Operations & Maintenance

	2013 Budget Estimate	2014 Proposed
411000 Full-time Permanent Employees Salaries Maintenance Supervisor and 2 maintenance employees.	146,654	154,324
412000 Seasonal & Part-time Employees Wages for 3 employees to clean and make the facility presentable when the public comes in.	18,373	20,000
413010 FICA Social Security and Medicare taxes.	12,735	13,489
413020 Medical Insurance Cost of medical insurance for 3 employees.	37,803	39,950
413030 Life Insurance Cost of life insurance for eligible employees.	969	985
413040 State Retirement Retirement contributions for eligible employees.	26,930	29,939
413100 Worker's Comp Insurance Workers compensation premiums.	2,887	2,800
462180 Accrued Comp Time Expense	297	200
462190 Accrued Sick Leave Expense	(238)	200
462200 Accrued Vacation Leave Expense	1,219	1,600
421000 Books, Subscriptions & Memberships Subscriptions and memberships needed for operations.	25	50
423000 Travel & Training Inservice training for staff including but not limited to ice rink compressor, UV light, Ozone training and fitness equipment.	940	1,500
424000 Office Supplies Paper, stationary, envelopes, software, and related office supplies.	205	250
425000 Equipment Supplies & Maintenance Truck maintenance & fuel.	2,472	2,500
428000 Telephone Expense (25%) Equipment and monthly expenses (25%) share.	823	1,200
448000 Operating Supplies Tools, HVAC parts, plumbing, oil & filters for equipment.	2,954	3,000
	255,048	271,987

2014
South Davis Recreation District
Capital Budget

56-5600-1621-0000	Repaint Ceiling – Leisure/Comp	47,144	
	Electrical – Ice Rink	14,000	
			61,144
56-5600-1631-0000			
56-5600-1641-0000			
56-5600-1651-0000	Zamboni	122,500	
			122,500
56-5600-1651-5000	Cardio – Ellipticals	110,000	
	Ice Arena Sound System	4,500	
			114,500
56-5600-1661-0000			
		Total	298,144

10 Year Capital Improvement Plan

All Fiscal

2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Yrs TOTAL
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56-5600-1621-0000

Building

Aquatic Flooring			40,000							40,000
Bouldering Cave Flooring		25,000								
Rubber Flooring - Ice Arena						30,000				30,000
Fitness Flooring				50,000						
Repaint ceiling - Leisure/Comp	47,144				75,000					122,144
Repaint Exterior Soffit					15,000				5,000	20,000
Electrical - Ice Rink	14,000									14,000
										0

56-5600-1631-0000

Improvements other than building

Slide Replacement					25,000				16,000	41,000
Outdoor shade structures										30,000
Replaster Hot Tub			8,000				8,000			29,000
Replaster Outdoor Pool		20,000								28,000
Overlay Parking Lot								175,000		175,000
										28,000

56-5600-1641-0000

Office Furniture & Equipment

Copier				20,000					20,000	58,000
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56-5600-1651-0000

Machinery & Equipment

Compressors - Ice Rink						35,000	30,000			65,000
Chariot Iscrub Floor Cleaner										0
Water Heater - Ice Rink			18,000					15,000		33,000
Pool filter system				80,000						80,000
Pool control system - Bacs										0
Zamboni	122,500								125,000	247,500

56-5600-1651-5000

Recreation Equipment

Swimming Touch pads				16,000						16,000
Lane Lines							18,000			18,000
Portable sound system			50,000							50,000
Natatorium sound system										0
Sound system	5,000									5,000
Pool Timing system				10,000						10,000
Replace Water Play Features						150,000				150,000
Diving Boards								18,000		18,000
Cardio - Bikes				90,000						90,000
Cardio - Ellipticals	110,000					110,000				220,000
Cardio - Treadmills					110,000					110,000
Cardio - Other		90,000					90,000			180,000
Children Playfit area		20,000								27,000
Weight machines - cable			116,000							116,000
*Free-Weights, Benches, Racks *			35,000							
Scoreboard - Hockey							20,000			20,000
Diving Boards							8,000			8,000
Ice Arena sound system										0

56-5600-1661-0000

Automobiles

Maintenance Truck								50,000		50,000
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TOTALS	298,644	155,000	267,000	266,000	225,000	295,000	150,000	54,000	294,000	130,000	2,154,444
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Preferred Additions

Outdoor Lap Pool		3,000,000								
Flo Rider Pool		1,500,000								
Sprayground Additions	300,000									
2nd Ice Arena						4,500,000				
Bumper Cars & Storage Facility					200,000					

SOUTH DAVIS RECREATION DISTRICT
Operating and Capital Budget

10/16/2013

<u>Account Number</u>	<u>Account Description</u>	<u>2011 Actual</u>	<u>2012 Actual</u>	<u>2013 Eight Month Actual</u>	<u>2013 Four Month Estimate</u>	<u>2013 Budget Estimate</u>	<u>2013 Proposed Budget</u>	<u>2014 Proposed Budget</u>
REVENUES								
SWIMMING POOL REVENUE								
56 347210	Daily Admissions - Pool	505,479	530,160	415,769	120,000	535,769	525,735	530,000
56 347215	Admissions - Season Passes (85%)	874,159	818,649	528,944	257,129	786,073	820,000	765,000
56 347217	EFT Monthly Pay Annual Passes (85%)	600,309	666,946	469,528	240,000	709,528	700,362	725,000
56 347218	EFT Monthly Pay Registration Fees	24,756	25,290	16,334	9,800	26,134	26,000	26,000
56 347220	Ticket Sales - Special Events	8,874	8,815	652	7,500	8,152	7,500	8,000
56 347221	Special Events - Races	73,143	81,069	55,000	30,000	85,000	75,000	80,000
56 347225	Special Events - Donations	2,500	9,900	3,300	5,000	8,300	6,000	7,000
56 347240	Snack Sales - Pool Deck	21,249	21,579	20,410	250	20,660	22,000	20,000
56 347241	Merchandise Sales - Pool	15,654	17,626	14,181	3,500	17,681	17,000	17,000
56 347250	Fitness Programs					0	0	5,000
56 347260	Lessons - Pool	213,264	245,527	201,659	38,000	239,659	233,000	240,000
56 347262	Private Swim Lessons	12,108	10,293	16,020	4,000	20,020	10,000	15,000
56 347265	Personal Trainers	52,142	59,221	39,916	15,000	54,916	60,000	58,000
56 347271	Facility Rental-Hrly/Swim Meet	31,251	44,854	20,001	5,000	25,001	22,000	25,000
56 347275	Facility Rental-All Night Party	10,550	13,705	7,145	2,500	9,645	15,000	10,160
56 347276	Facility Rental-Party Room (by pool)	20,195	18,137	15,100	3,500	18,600	20,000	19,000
56 347280	Swim Team (Tsunami)	78,395	110,127	81,484	30,000	111,484	90,000	100,000
56 347290	Day Care	17,744	13,564	10,258	4,000	14,258	15,000	15,000
	Sub-Total Pools	2,561,769	2,695,461	1,915,701	775,179	2,690,880	2,664,617	2,665,160
RECREATION REVENUE								
56 347420	Ticket Sales - Special Events	2,522	0		0	0	0	0
56 347440	Snack Sales - Zesiger Park	1,234	1,854	1,582	200	1,782	1,700	1,800
56 347450	Vending Machine Commissions	1,242	1,202	815	400	1,215	2,000	1,500
56 347460	Lessons - Recreation	12,180	16,613	11,819	1,000	12,819	18,000	13,000
56 347470	Facility Rental-Gym/Mtg Rooms	14,351	9,310	4,837	4,500	9,337	9,936	9,000
56 347480	Team Revenues - Team Sports - Recreation	211,739	230,593	102,903	112,000	214,903	200,000	216,900
	Sub-Total Recreation	243,268	259,572	121,956	118,100	240,056	231,636	242,200
ICE RINK REVENUE								
56 347810	Daily Admissions - Rink	65,510	63,810	37,832	26,000	63,832	65,000	63,000
56 347815	Admissions - Season Passes (15%)	154,263	144,467	93,343	51,000	144,343	145,000	137,000
56 347817	EFT Monthly Pay Annual Passes (15%)	105,658	117,678	82,135	37,000	119,135	120,000	120,000
56 347820	Ticket Sales - Special Events	2,602	1,556	2,619	500	3,119	500	1,000
56 347825	Special Events - Donations	0	500	0	0	0	500	0
56 347840	Snack Bar Sales - Main Snack Bar	111,946	111,052	77,770	39,000	116,770	118,000	117,000
56 347841	Merchandise Sales - Rink	2,836	1,572	1,488	750	2,238	1,500	1,500
56 347860	Skate Lessons	29,433	37,173	21,273	15,000	36,273	36,000	36,000
56 347871	Facility Rental-Hockey/Figure Skating	106,913	125,588	48,456	74,000	122,456	108,200	123,000
56 347872	Facility Rental-Freestyle/Contract	32,480	39,585	30,014	8,000	38,014	37,000	38,000
56 347874	Rental-Ice Skates	32,663	29,440	18,592	11,000	29,592	34,000	30,000
56 347875	Facility Rental-All Night Party	1,070	590	600	1,000	1,600	2,000	1,500
56 347876	Facility Rental-Party Room (by rink)	6,795	5,019	2,387	2,500	4,887	6,500	5,500
	Sub-Total Ice Rink	652,169	678,029	416,509	265,750	682,259	674,200	673,500
	TOTAL OPERATING REVENUE	3,457,206	3,633,063	2,454,167	1,159,029	3,613,196	3,570,453	3,580,860
OTHER REVENUES								
56 311000	General Property Taxes	708,080	723,004	96,907	601,093	700,000	700,000	700,000
56 311010	General Property Taxes - Debt Service	1,406,044	1,426,769	198,786	1,208,214	1,407,000	1,406,873	1,318,400
56 312000	Prior Yrs Property Taxes	194,591	90,903	152,891	(67,891)	85,000	85,000	85,000
56 315000	Fees-in Lieu of Property Tax	168,304	161,911	95,488	58,512	154,000	160,000	155,000
56 361000	Interest Earnings	20,104	34,126	16,327	7,173	23,500	25,000	23,000
56 364000	Gain on Sale of Fixed Assets				7,500	7,500	0	0
56 369000	Sundry Revenues	21,961	56,941	14,559	(1,678)	12,881	20,000	20,000
56 383050	Interlocal Agreement Revenues	238,765	899,504	0	0	0	0	0
	TOTAL NON-OPERATING REVENUE	2,757,848	3,393,159	576,959	1,812,923	2,389,882	2,396,873	2,301,400

SOUTH DAVIS RECREATION DISTRICT
Operating and Capital Budget

10/16/2013

Account Number	Account Description	2011 Actual	2012 Actual	2013 Eight Month Actual	2013 Four Month Estimate	2013 Budget Estimate	2013 Proposed Budget	2014 Proposed Budget
	TOTAL REVENUES	6,215,054	7,026,222	3,031,125	2,971,952	6,003,077	5,967,326	5,882,260

EXPENSES

SWIMMING POOLS

PERSONNEL SERVICES:

565610	411000	Salaries - Full-time Permanent Employees	158,009	160,835	119,328	78,000	197,328	201,313	207,719
565640	412000	Salaries - Temporary and Part-time	0	0	783	(783)	(0)	0	0
565610	412010	Salaries - Lifeguards / Swim Instructors	533,553	541,452	418,689	121,000	539,689	535,000	540,000
565610	412020	Salaries - Program Directors	43,860	65,419	26,086	38,000	64,086	70,000	70,000
565610	412030	Salaries - Aerobics / Weight Trainers	116,153	113,920	76,099	45,000	121,099	125,000	140,000
565610	412040	Salaries - Cashiers - Poolside Snack Bar	6,061	4,610	0	5,000	5,000	8,500	7,000
565610	412050	Salaries - Cashiers - Front Desk	146,619	150,445	93,137	56,783	149,920	155,000	155,000
565610	412080	Salaries - Swim Team Coaches	63,860	55,497	40,537	24,000	64,537	66,000	66,000
565610	412090	Salaries - Daycare Staff	36,393	38,803	26,416	16,000	42,416	44,000	42,000
565610	412100	Personal Trainer Shared Fees	36,546	41,779	23,968	18,000	41,968	45,000	45,000
565610	412110	Private Swim Lesson Instructor Shared Fees	7,158	4,965	8,533	1,000	9,533	8,000	10,000
565610	413010	FICA Taxes	87,065	89,709	63,224	34,500	97,724	97,791	99,429
565610	413020	Employee Medical Insurance	26,337	30,261	23,857	18,500	42,357	43,411	46,592
565610	413030	Employee Life Insurance	848	876	642	650	1,292	1,277	1,317
565610	413040	State Retirement & 401 K	23,513	25,762	20,458	15,400	35,858	35,952	39,948
565610	413060	Unemployment Reimbursement/Premium	3,504	317	0	1,000	1,000	3,000	2,000
565610	413100	Workers Comp Insur	15,110	21,949	14,830	9,800	24,630	27,000	27,000
565610	425300	Vehicle Allowance	1,805	1,741	1,259	700	1,959	2,400	2,400
565610	462180	Accrued Comp Time Expense	60	(1,123)	0	1,043	1,043	125	200
565610	462190	Accrued Sick Leave Expense	783	(336)	0	2,316	2,316	1,000	1,000
565610	462200	Accrued Vacation Leave Expense	3,121	2,782	0	1,245	1,245	4,000	4,000
	TOTAL PERSONNEL SERVICES	1,310,359	1,349,661	957,846	487,154	1,445,000	1,473,769	1,506,605	

OPERATIONS AND MAINTENANCE:

565610	421000	Books, Subscriptions & Memberships	4,474	12,607	13,309	11,000	24,309	25,000	28,000
565610	422000	Public Notices	25,957	20,545	14,602	11,000	25,602	28,000	28,000
565610	423000	Travel & Training	6,190	4,019	3,475	5,500	8,975	10,500	10,500
565610	424000	Office Supplies	5,385	7,424	5,632	3,000	8,632	7,500	8,000
565610	425000	Equipment Supplies & Maintenance	17,343	18,252	8,746	20,000	28,746	28,000	30,000
565610	426000	Buildings Supplies & Maintenance	177,315	234,673	111,776	85,000	196,776	187,000	190,000
565610	426500	Grounds Maint & Mowing/Snow Removal (50%)	1,869	4,119	1,132	3,500	4,632	5,000	5,000
565610	427000	Utilities (60%)	297,746	289,767	177,463	115,000	292,463	309,000	321,000
565610	428000	Telephone/Nextel Expense (25%)	4,675	4,722	1,276	1,500	2,776	5,000	4,000
565610	431000	Professional & Technical Services	0	374	913	(913)	0	0	0
565610	431050	Credit Card Fees (70%)	37,155	39,065	0	40,000	40,000	38,000	40,000
565610	431100	Legal and Auditing Fees (50%)	13,059	14,550	8,671	7,900	16,571	18,000	16,000
565610	431500	Accounting & Payroll Services (40%)	39,357	34,000	22,512	11,333	33,845	34,000	34,000
565610	434000	Janitorial Services (60%)	70,714	77,288	50,930	26,423	77,352	78,000	78,000
565610	445200	Lifeguard Uniforms	11,941	7,929	7,019	2,000	9,019	10,000	9,500
565610	448000	Operating Supplies	52,269	35,664	22,765	22,235	45,000	45,000	50,000
565610	448240	Items for Resale	5,018	6,812	8,136	1,500	9,636	10,000	10,000
565610	448250	Snack Bar Supplies	15,418	17,985	16,138	500	16,638	16,000	16,000
565610	448300	Party Room Supplies	4,872	4,003	3,239	1,500	4,739	5,500	5,000
565610	448400	Day Care Supplies	191	376	361	139	500	500	1,000
565610	448700	Special Events Supplies	74,767	68,167	38,065	35,000	73,065	65,000	75,000
565610	451100	Insurance & Surety Bonds	40,752	43,056	42,700	0	42,700	43,000	43,000
565610	453600	Loss on Deletion of Fixed Assets	0	6,726	0	0	0	0	0
565610	461000	Miscellaneous Expense/Background Checks	(0)	911	660	1,200	1,860	5,000	5,000
565610	463000	Cash Over Or Short	(125)	(63)	38	0	38	0	0
565610	492300	Contribution To Repair/Replacement Reserve	0	0	122,604	59,511	182,115	182,115	186,760
	TOTAL OPERATIONS AND MAINTENANCE	906,340	952,970	682,161	463,828	1,145,989	1,155,115	1,193,760	

TOTAL SWIMMING POOLS

2,216,699	2,302,631	1,640,006	950,982	2,590,988	2,628,884	2,700,365
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SOUTH DAVIS RECREATION DISTRICT
Operating and Capital Budget

10/16/2013

<u>Account Number</u>	<u>Account Description</u>	<u>2011 Actual</u>	<u>2012 Actual</u>	<u>2013 Eight Month Actual</u>	<u>2013 Four Month Estimate</u>	<u>2013 Budget Estimate</u>	<u>2013 Proposed Budget</u>	<u>2014 Proposed Budget</u>
RECREATION								
PERSONNEL SERVICES:								
565630 411000	Salaries - Full-time Permanent Employees	39,376	56,114	49,782	28,000	77,782	81,098	82,915
565630 412000	Salaries - Seasonal and Part-time Temporary Employees	162,428	155,935	88,498	65,000	153,498	160,000	160,000
565630 413010	FICA Taxes	15,414	16,172	10,660	7,550	18,210	18,140	19,583
565630 413020	Employee Medical Insurance	7,643	12,436	12,303	6,500	18,803	20,335	21,553
565630 413030	Employee Life Insurance	210	313	256	250	506	524	535
565630 413040	State Retirement & 401K	5,931	8,638	8,086	5,700	13,786	14,419	15,876
565630 413060	Unemployment Reimbursement/Premium	36	1,185	304	800	1,104	250	500
565630 413100	Workers Comp Insurance	3,119	3,943	2,656	1,300	3,956	4,500	5,000
565630 425300	Vehicle Allowance	1,083	1,242	530	700	1,230	1,800	1,800
565630 462180	Accrued Comp Time Expense	0	0	0	78	78	0	100
565630 462190	Accrued Sick Leave Expense	432	325	0	628	628	450	600
565630 462200	Accrued Vacation Leave Expense	190	2,044	0	1,855	1,855	200	1,800
TOTAL PERSONNEL SERVICES		235,862	258,348	173,076	118,361	291,437	301,716	310,262
OPERATIONS AND MAINTENANCE:								
565630 421000	Books, Subscriptions & Memberships	314	185	140	150	290	400	400
565630 422000	Public Notices	5,514	2,537	1,836	2,000	3,836	5,500	4,500
565630 423000	Travel & Training	0	0	939	0	939	750	750
565630 424000	Office Supplies	542	955	866	50	916	900	900
565630 425000	Equipment Supplies & Maintenance	4	145	35	50	85	200	200
565630 426050	Field Prep & Utilities - by Bth City	2,226	3,717	758	5,000	5,758	7,000	5,000
565630 427000	Utilities (10%)	49,381	46,923	29,199	17,500	46,699	53,000	52,000
565630 428000	Telephone Expense (25%)	614	539	246	300	546	600	600
565630 431000	Professional & Technical Services-Officials, USSSA	61,617	56,455	43,217	21,500	64,717	65,000	65,000
565630 431050	Credit Card Fees (10%)	5,308	5,581	0	5,500	5,500	5,000	5,000
565630 431500	Accounting & Payroll Services (20%)	17,559	17,000	13,941	3,500	17,441	17,000	17,000
565630 434000	Janitorial Services (10%)	11,678	12,716	8,488	4,500	12,988	13,500	13,500
565630 448000	Operating Supplies	38,628	32,861	24,909	3,500	28,409	27,000	28,000
565630 448250	Snack Bar Supplies - Zesiger Park	0	(6)	1,350	0	1,350	1,000	1,000
565630 461000	Miscellaneous Expense/Background Checks	577	0	0	2,000	2,000	2,500	2,000
TOTAL OPERATIONS AND MAINTENANCE		193,962	179,609	125,924	65,550	191,474	199,350	195,850
TOTAL RECREATION		429,823	437,957	299,000	183,911	482,911	501,066	506,112

SOUTH DAVIS RECREATION DISTRICT
Operating and Capital Budget

10/16/2013

<u>Account Number</u>	<u>Account Description</u>	<u>2011 Actual</u>	<u>2012 Actual</u>	<u>2013 Eight Month Actual</u>	<u>2013 Four Month Estimate</u>	<u>2013 Budget Estimate</u>	<u>2013 Proposed Budget</u>	<u>2014 Proposed Budget</u>
ICE RINK								
PERSONNEL SERVICES:								
565650 411000	Salaries - Full-time Permanent Employees	156,489	150,947	102,508	68,000	170,508	171,460	173,780
565650 412000	Salaries - Seasonal and Part-time Temporary Employees	219,491	228,109	149,086	75,000	224,086	225,000	225,000
565650 413010	FICA Taxes	29,238	29,015	19,160	11,600	30,760	30,309	32,506
565650 413020	Employee Medical Insurance	30,916	31,867	20,148	11,500	31,648	31,619	35,766
565650 413030	Employee Life Insurance	836	805	543	450	993	1,052	1,066
565650 413040	State Retirement & 401K	23,290	21,493	14,415	13,000	27,415	29,902	32,643
565650 413060	Unemployment Reimbursement/Premium	56	0	0	50	50	100	100
565650 413100	Workers Comp Insurance	5,193	6,995	4,309	3,400	7,709	7,500	8,500
565650 425300	Vehicle Allowance (100%)	5,535	5,272	3,783	1,500	5,283	5,535	5,535
565650 462180	Accrued Comp Time Expense	233	(120)	0	141	141	250	250
565650 462190	Accrued Sick Leave Expense	707	679	0	777	777	750	750
565650 462200	Accrued Vacation Leave Expense	678	532	0	(335)	(335)	800	800
TOTAL PERSONNEL SERVICES		472,664	475,594	313,953	185,083	499,036	504,277	516,696
OPERATIONS AND MAINTENANCE:								
565650 421000	Books, Subscriptions & Memberships	1,622	2,208	1,775	200	1,975	2,000	2,000
565650 422000	Public Notices	14,171	10,091	6,356	4,500	10,856	11,000	11,000
565650 423000	Travel & Training	435	35	431	600	1,031	1,200	1,200
565650 424000	Office Supplies	1,122	3,526	1,882	200	2,082	2,000	2,000
565650 425000	Equip Supplies & Maint/Zamboni Maint	3,508	19,971	3,765	6,000	9,765	10,000	10,000
565650 426000	Buildings Supplies & Maintenance	52,267	34,856	19,955	15,000	34,955	35,000	35,000
565650 426500	Grounds Maint & Mowing/Snow Removal (50%)	1,665	4,119	408	5,100	5,508	6,000	6,000
565650 427000	Utilities (30%)	148,401	143,658	88,623	59,000	147,623	155,000	162,000
565650 428000	Telephone Expense (25%)	1,095	984	246	800	1,046	1,500	1,500
565650 431000	Professional & Technical Services	0	693	913	0	913	0	0
565650 431050	Credit Card Fees (20%)	10,616	11,161	0	13,000	13,000	11,000	14,000
565650 431100	Legal And Auditing Fees (50%)	13,059	12,988	7,549	7,000	14,549	15,000	15,000
565650 431500	Accounting & Payroll Services (40%)	36,177	34,000	19,678	14,400	34,078	34,000	34,000
565650 434000	Janitorial Services (30%)	35,148	37,159	25,358	12,000	37,358	38,000	38,000
565650 448000	Operating Supplies	17,317	14,140	8,676	5,500	14,176	14,000	14,000
565650 448240	Items Purchased - Resale	3,489	2,376	2,365	500	2,865	2,000	2,000
565650 448250	Snack Bar Supplies	75,659	82,670	55,750	31,000	86,750	87,000	87,000
565650 448300	Party Room Supplies	1,656	1,571	1,042	500	1,542	1,500	1,500
565650 448700	Special Events Supplies	338	534	0	500	500	1,000	1,000
565650 451100	Insurance & Surety Bonds	40,752	43,036	42,700	0	42,700	43,000	43,000
565650 453600	Loss on Deletion of Fixed Assets	0	2,274	0	0	0	0	0
565650 461000	Miscellaneous Expense/Background Checks	0	0	0	2,000	2,000	2,000	1,000
565650 492300	Contribution To Repair/Replacement Reserve	0	0	19,800	9,570	29,370	29,370	29,440
TOTAL OPERATIONS AND MAINTENANCE		458,496	462,048	307,270	187,370	494,640	501,570	510,640
TOTAL ICE RINK		931,160	937,643	621,223	372,453	993,676	1,005,847	1,027,336

SOUTH DAVIS RECREATION DISTRICT
Operating and Capital Budget

10/16/2013

<u>Account Number</u>	<u>Account Description</u>	<u>2011 Actual</u>	<u>2012 Actual</u>	<u>2013 Eight Month Actual</u>	<u>2013 Four Month Estimate</u>	<u>2013 Budget Estimate</u>	<u>2013 Proposed Budget</u>	<u>2014 Proposed Budget</u>
MAINTENANCE DEPT & DEBT SERVICE								
PERSONNEL SERVICES:								
565670 411000	Salaries - Full-time Permanent Employees	141,590	144,089	95,654	51,000	146,654	152,599	154,324
565670 412000	Salaries - Seasonal and Part-time Temporary Employees	16,280	19,578	9,573	8,800	18,373	20,000	20,000
565670 413010	FICA Taxes	11,737	12,180	7,823	4,912	12,735	13,357	13,489
565670 413020	Employee Medical Insurance	33,605	37,936	20,303	17,500	37,803	38,950	39,950
565670 413030	Employee Life Insurance	805	821	519	450	969	975	985
565670 413040	State Retirement & 401K	21,100	23,144	16,730	10,200	26,930	27,498	29,939
565670 413100	Workers Comp Insurance	2,339	3,006	1,887	1,000	2,887	2,975	2,800
565670 462180	Accrued Comp Time Expense	(512)	141	0	297	297	200	200
565670 462190	Accrued Sick Leave Expense	(463)	1,263	0	(238)	(238)	200	200
565670 462200	Accrued Vacation Leave Expense	1,601	(602)	0	1,219	1,219	1,650	1,600
	TOTAL PERSONNEL SERVICES	228,081	241,555	152,489	95,140	247,629	258,404	263,487
OPERATIONS AND MAINTENANCE:								
565670 421000	Books, Subscriptions & Memberships	0	0	0	25	25	50	50
565670 423000	Travel & Training	20	0	190	750	940	1,500	1,500
565670 424000	Office Supplies	63	161	105	100	205	250	250
565670 425000	Equipment Supplies & Maintenance	2,014	1,839	1,072	1,400	2,472	2,500	2,500
565670 428000	Telephone Expense (25%)	1,259	1,084	518	305	823	1,200	1,200
565670 448000	Operating Supplies	3,131	3,149	1,604	1,350	2,954	3,000	3,000
565670 454800	Depreciation	874,228	846,551	0	0	0	0	0
	TOTAL OPERATIONS AND MAINTENANCE	880,715	852,784	3,488	3,930	7,418	8,500	8,500
	TOTAL MAINTENANCE DEPT	1,108,796	1,094,339	155,978	99,070	255,048	266,904	271,987
DEBT SERVICE:								
565670 481000	Principal on Bonds	0	0	0	750,000	750,000	795,000	650,000
565670 482000	Interest on Bonds	670,873	641,873	0	416,541	416,541	611,873	483,400
565670 482020	Interest Expense	36,272	15,471	0	0	0	0	0
565670 482040	Int. Expense on Deferred Bond Refunding Costs			0	87,093	87,093	0	87,093
565670 482060	Int Expense on Bond Refunding on Premium				(137,677)	(137,677)	0	(137,677)
565670 483000	Amortization of Debt Acquisition Costs	9,252	9,252	129,337	0	129,337	9,252	0
565670 484000	Paying Agent/Trustee Fees	0	0	0	0	0	500	0
565670 484500	Bond Issuance Cost Expense			112,971	0	112,971	0	0
565670 484600	Underwriter's Discount Expense			34,614	0	34,614	0	0
	TOTAL DEBT SERVICE	716,396	666,595	276,922	1,115,957	1,245,294	1,416,625	1,082,816
	TOTAL MAINTENANCE DEPT & DEBT SERVICE	1,825,193	1,760,935	432,900	1,215,027	1,500,342	1,683,529	1,354,803
	TOTAL OPER EXPENSES - ALL DEPTS & DEBT SRVC...	5,402,875	5,439,165	2,993,129	2,722,373	5,567,917	5,819,326	5,588,616
	NET INCOME (LOSS) BEFORE CAPITAL EXPENSES	812,179	1,587,057	37,996	249,579	435,160	148,000	293,644
CAPITAL EXPENSES								
565690 472100	Buildings	10,925	0	0	0	0	25,000	61,144
565690 474100	Office Furniture & Equipment	13,507	0	0	0	0	0	0
565690 474500	Machinery & Equipment	0	0	15,444	0	15,444	16,000	122,500
565690 474550	Recreation Equipment	36,513	0	0	97,000	97,000	107,000	110,000
	TOTAL CAPITAL EXPENSES	60,945	0	15,444	97,000	112,444	148,000	293,644
BUDGET SUMMARY								
56 5610	Swimming Pools	2,216,699	2,302,631	1,640,006	950,982	2,590,988	2,628,884	2,700,365
56 5630	Recreation	429,823	437,957	299,000	183,911	482,911	501,066	506,112
56 5650	Ice Rink	931,160	937,643	621,223	372,453	993,676	1,005,847	1,027,336
56 5670	Maintenance and Debt Service	1,825,193	1,760,935	432,900	1,215,027	1,500,342	1,683,529	1,354,803
56 5600	Capital Expenses	60,945	0	15,444	97,000	112,444	148,000	293,644
	TOTAL OPERATING EXPENSES & CAPITAL	5,463,820	5,439,165	3,008,573	2,819,373	5,680,361	5,967,326	5,882,260
	NET INCOME (LOSS) AFTER CAPITAL	751,234	1,587,057	22,552	152,579	322,716	0	0

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/3/2013

Item No. 5.

Short Title: City Manager's Report

Initiated By:

Scheduled Time: 7:45

SUBJECT

- a. Set date for meeting with Legislators
- b. Update re: presentation from UTA/WFRC about Mass Transit Section of Regional Transportation Plan

RECOMMENDATION

- a. Set date of January 21, 2014 at 5:30 p.m. for annual work session with State Legislators representing Centerville, to discuss anticipated legislation affecting municipalities.
- b. Invite UTA and WFRC reps to attend the February 4, 2014 City Council meeting to explain and answer questions about the mass transit section of the Regional Transportation Plan.

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/3/2013**

Item No. 6.

Short Title: Miscellaneous Business

Initiated By:

Scheduled Time: 7:55

SUBJECT

RECOMMENDATION

BACKGROUND

No items identified at this time under this heading.

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/3/2013**

Item No. 7.

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

Initiated By:

Scheduled Time: 8:05

SUBJECT

RECOMMENDATION

Go into closed meeting to discuss the efforts to purchase property for the Main & Parrish Intersection Project.

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/3/2013**

Item No. 8.

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

Initiated By:

Scheduled Time: 8:15

SUBJECT

RECOMMENDATION

Mayor Russell may have one or more appointments to recommend at the meeting.

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/3/2013**

Item No.

Short Title: Continue RDA meeting, if needed

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/3/2013

Item No.

Short Title: Items of Interest (i.e., newspaper articles, not items on agenda)

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ☐ UTOPIA Op-ed Wayne Pyle
- ☐ Newspaper article - SL Tribune - More claims of campaign law violations
- ☐ Newspaper article - Deseret News - Questions about campaign disclosures

Date: Nov 24, 2013; Section: Opinion; Page: 11A

UTOPIA 2.0

By WAYNE PYLE

Guest commentary

Certain inaccurate charges have recently been leveled in media accounts regarding member cities of UTOPIA, their leadership, and compliance with GRAMA and open meetings law that must not be left unanswered.

It is true that we held a series of confidential discussions with member-city officials who willingly signed a non-disclosure agreement (NDA). It is not true that we violated Utah law in any way. GRAMA and the Open Meetings Act (OPA) both make specific provision for NDA in just such cases. Such agreements are not only allowed in the law, they are within both its letter and spirit. Any notion implied or stated that something illegal or unethical has occurred is absolutely false. If some action based on those talks is considered in the future, the process will be fully noticed and open to everyone.

Our discussions centered on the potential restructuring of the UTOPIA partnership along the lines of Google/Provo city, which could potentially bring huge benefits to our member cities. We understand why some might feel offended by such agreements; we certainly avoid them in general.

But if critics will take the time to fully consider the circumstances, we believe they will understand that confidentiality at this very early stage is necessary for exploring such options.

Private entities generally demand confidential negotiations when discussing potential agreements with public entities. It is standard practice at virtually all levels of economic development, including Utah's Governor's Office of Economic Development (GOED). Without confidentiality, many negotiations would simply cease. We need look no further than Proctor & Gamble's development in Box Elder County or Google's deal with Provo; neither would have happened without some level of confidentiality up front. Private companies are seldom willing to have their business strategies published on the front page prematurely.

Discussion at this point is only exploration and sharing between cities; no decisions are in the works. Nor was any city compelled to participate under the NDA. Officials from each of the eleven cities were free to decline information about a potential private partnership. Even with what we think could be very promising developments on the horizon, we had no desire to compel or coerce anyone to participate.

Sadly, inaccurate assertions in the media drown out good news about UTOPIA. This newspaper just recently noted a 70 percent rate decrease on basic service for most network customers. (How often do we see a rate decrease on our other utility-type bills?) Layton city has begun the process of providing free, fast Wi-fi to its parks and public facilities for everyone to use. Another unreported fact is that network operations are moving steadily toward the black, and UTOPIA has met or exceeded its revenue targets for the past three years. It would be easy to miss these positive developments in light of some recent media accounts.

We understand that we have a long way to go to win the public's trust. The earlier years of UTOPIA were marked by over projection and under performance. The network has been plagued by excessive debt, incomplete build out, and therefore, insufficient subscriber rates and revenues. New leadership in the past few years has begun to turn the ship, slowly but surely. Another reason to keep a low profile on preliminary deliberations over potential partnerships is our desire to avoid any more unmet expectations.

We are working hard to earn back the trust of our current partners, providers, customers and residents and show that UTOPIA can indeed fulfill its early promise in a fiscally sustainable manner.

Wayne Pyle is the city manager and CEO of West Valley City, Utah's second-largest municipality. He currently serves as chairman of UTOPIA (Utah Telecommunications Open Infrastructure Agency.)

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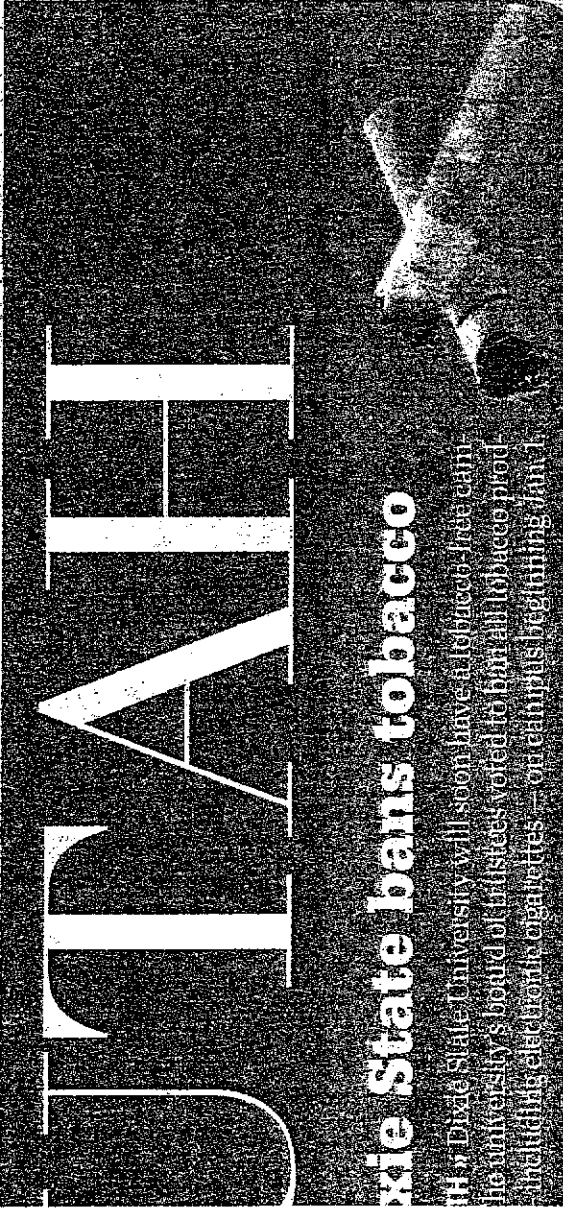
Air
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Mandatory action »
burning; reduce driving;
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moderate for all counties in northern Utah and there are no restrictions in place for Tuesday. Go online for further explanation of these symbols: www.airquality.utah.gov



UTAH

Utah State bans tobacco

UTAH » Dixie State University will soon have a tobacco-free campus. The university's board of trustees voted to ban all tobacco products, including electronic cigarettes, on campus beginning Jan. 1.

More claims of campaign law violation

POLITICS » A failed candidate for the Centerville City Council accuses two winning candidates — for mayor and City Council — of breaking campaign finance laws. The claims mirror those against Utah A.G. John Swallow and, if true, could invalidate their elections. » **B2**

Sentencing stalled in murder case

COURTS » The families of three people killed in a February shooting in Midvale were disappointed Monday when the sentencing for a man who admitted to obstructing justice in the crime was postponed. They also weren't happy his sentence was reduced in a plea deal. » **B7**

Bisexual college women more likely to be suicidal



Study » Females attracted to both genders suffer from more mental health issues than lesbians.

By LINDSAY WHITEHURST
The Salt Lake Tribune

Bisexual college women in the

problems more often than lesbian college students, according to a new study co-written by a Weber State University assistant professor. "Clearly, the data shows lesbian women have poor mental health outcomes versus heterosexual women," said Laura Santurri, assistant professor of health promotion and human performance. But "bisexual women

to have attempted suicide than their heterosexual counterparts — but bisexual women had a 5.1 times greater chance of having tried to kill themselves. Women who identified as being attracted to both genders fared worse in other indicators as well, including a diagnosis of depression, according to the paper published

WEST VALLEY Woman arrested in hit-and-run death of tot

By JANELLE STECKLEIN
The Salt Lake Tribune

West Valley City police say they solved the mystery be-

“

Along with the increase in size is the increase in noise. Where we once complained about being able to hear each other chew, now we can't even hear ourselves think.”

Kirby

» Continued from B1

friends — over the years the number of people undermine what was once a relatively manageable holiday gathering.

But as the number of people increases, the family or dining room stays the same size. For example, we started out with six. In order of importance, they were my wife, three daughters, a dog and me.

Today there are 21.6 of us — my wife, three daughters, three sons in law, 8.6 grandchildren, two family-adopted friends, three dogs, and me — all sitting around the same tables in a room designed for the original six.

Note: I include a partial grandchild in the mix not because the fetus takes up room, but because every pregnant woman brings at least a couple of alternate personalities to any gathering.

With 21.6 of us around the tables, it gets really cozy. Packed that close means that someone has to step outside in order for my wife to take the turkey out of the oven.

Along with the increase in size is the increase in noise. Where we once complained about being able to hear each other chew, now we can't even hear ourselves think.

Swallow-like allegations arising in Centerville

Politics » Claims of disclosure-form violations seek to vacate election.

By LEE DAVIDSON

The Salt Lake Tribune

Does this sound familiar: Candidates who won their elections are accused of leaving out key required information from their financial campaign disclosures, which under Utah law could lead to invalidating the elections.

While that is what Utah Attorney John Swallow faced as he resigned last week, another case with similar allegations has arisen about two winning candidates in Centerville.

George McEwan, a losing candidate for the City Council, says Mayor-elect Paul Cutler and City Councilwoman-elect Tami Fillmore both omitted key expenses from disclosure forms that could have changed the election. They deny that, and say McEwan omitted naming some donors on his own form and is continuing “groundless accusations” made and dismissed in court before the election.

As McEwan says, “It’s a real cat fight.”

City Recorder Marsha Morrow said she has received about a dozen complaints about the disclosure forms of Cutler and Fillmore, including a complaint from McEwan. She said she has not made any determination on their validity, and plans to

meet with the city attorney Tuesday to discuss the allegations.

McEwan notified reporters Monday about the complaints, saying he wants a ruling on them before the pair take office.

About the mayor-elect, he said — and disclosures show — that Cutler did not report how much money the Salt Lake Board of Realtors gave “in kind” to his campaign for a Facebook ad campaign. Instead of listing an amount, it said “TBD” for “to be determined,” and noted it was an ongoing campaign. McEwan says Facebook provides daily billing, so Cutler failed to report what was available.

Cutler said Monday, “I tried to be completely upfront about my spending. I did not have a total amount available, but reported what was happening.” He added that realtors had not yet received an ad invoice when he filed the disclosure.

He said he believes the ads cost in the neighborhood of \$1,000, and will include exact amounts in a final, upcoming disclosure form.

Meanwhile, McEwan asserts that Fillmore did not disclose some campaign mailers or their cost. But Fillmore said, “I stand by the accuracy of my disclosure form.”

She said McEwan “is continuing to make groundless accusations against me, which he did before the election.” McEwan sued the city to try to remove Fillmore from the ballot, contending she did not follow city time

guidelines for filing her disclosure form between 10 and seven days before the election.

She initially filed it early — saying she did so based on schedule information given her by the city — and then amended it six days before the election. A court hearing was held a day before the election, and McEwan said he withdrew his suit because he was representing himself against attorneys for the city and the lieutenant governor’s office.

Both Fillmore and Cutler also contended Monday that McEwan had not disclosed names of some donors, and said they might push that if McEwan continues to push his complaints.

It all has a familiar ring because last week a special counsel for the Lieutenant Governor’s Office said it found that Swallow had five violations of law — each could have invalidated his election — by intentionally failing to disclose some payments and ties to businesses.

Swallow also has been accused of facilitating bribes, promising preferential treatment in exchange for donations, extortion and receiving improper gifts.

Swallow has denied any wrongdoing, and said his resignation was unrelated to the report from the Lieutenant Governor’s Office. He said he resigned because he could no longer afford the legal fights related to investigations against him.

ldavidson@sltrib.com

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