

1 Minutes of the Centerville City Council meeting held Tuesday, December 3, 2013 at 7:00 p.m.
2 in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

3
4 **MEMBERS PRESENT**

5
6 Mayor Ronald G. Russell

7
8 Council Members Justin Y. Allen
9 Ken S. Averett
10 John T. Higginson
11 Sherri Lyn Lindstrom
12 Lawrence Wright

13
14 **STAFF PRESENT**

15 Steve Thacker, City Manager
16 Blaine Lutz, Finance Director/Assistant City Manager
17 Jacob Smith, Management Assistant
18 Lisa Romney, City Attorney
19 Neal Worsley, Centerville Police Chief
20 Katie Rust, Recording Secretary

21 **VISITORS**

22 Jim Stephens, President of Centerville Small Arms
23 Association
24 Interested citizens (see attached sign-in sheet)

25 **PLEDGE OF ALLEGIANCE**

26
27 **PRAYER OR THOUGHT**

Councilman Justin Y. Allen

28
29 **OPEN SESSION**

30
31 Cory Green – Mr. Green is a resident of Syracuse, Utah. He stated he is visiting all city
32 councils in Davis County to ask them if the chief of police swears an oath to protect and uphold
33 the Constitution of the United States when he takes office. Mayor Russell responded in the
34 affirmative. Mr. Green stated that a letter was sent to the Governor by chiefs of police
35 requesting a veto of House Bill 76. Mr. Green feels sending the letter is counter to the oath of
36 office taken. He finds it concerning that members of law enforcement are meddling in gun
37 control matters. As a Constitutional Conservative, he is concerned that the right to bear arms is
38 being infringed upon.

39
40 Will Smith – Mr. Smith is a resident of Clinton, Utah. He stated he has been shooting at
41 the Centerville rifle range since 1997 and is interested in the lease renewal for the range. Mr.
42 Smith stated he feels the Small Arms Association has established a good relationship with the
43 Centerville Police Department and other departments, including Army National Guard members,
44 in scheduling use of the range. He is concerned that the new lease states that all lead clean-up
45 will be the sole responsibility of the Centerville Small Arms Association. This is a concern
46 because the Association only contributes a portion of the lead on the property. The Association
47 has very strict rules regarding where shooting can take place for its members, but other groups
48 using the range do not always follow the same rules. It bothers him that, under the new lease
49 agreement, the Association becomes responsible for clean-up of lead left by other groups. He
50 feels the new language should be deleted, and the arrangement should return to what was
51 agreed on in the former lease.

1 Dale McIntyre – Mr. McIntyre stated he had a difficult time finding the financial
2 disclosures of candidates on the City website. He feels the information should be easier to find.
3 He also expressed concern that the Council has on the agenda to approve the minutes of the
4 November 19, 2013 Canvass meeting before all allegations are resolved.

5
6 Elwood Powell – Mr. Powell stated he is a member of the Centerville Small Arms
7 Association, and was involved with the negotiation of several past leases. He expressed
8 concern regarding the five-year lease period in the new lease with the City. Mr. Powell feels
9 that since the time of the 2003 negotiations for the lease that expires at the end of December
10 2013, the Small Arms Association has put considerable time and effort into improving the range.
11 He stated the Association would like a longer lease to recoup some of their investment. Mr.
12 Powell also expressed concern with paragraph 15 of the lease agreement regarding
13 remediation. He referred to the study done on the property in 1999 to find where the "hot spots"
14 of lead were. The target pit, impact berms, in front of the number boards used for competitions
15 and some areas south of the south gate, were found to be areas of high lead concentration. Mr.
16 Powell pointed out that the Association does not have control over where shooting takes place
17 when the range is used by persons and organizations outside of the Association. The previous
18 lease stated the Association was responsible for clean-up in the areas where they shoot. He
19 proposed that the new language requiring the Association to clean-up all other areas be
20 deleted. Mr. Powell reemphasized that Association members are limited in where they are
21 allowed to discharge firearms. The study done in 1999 suggested putting tri-sodium phosphate
22 on the contaminated soils and bury them in place, which can be done without a great
23 expenditure of money. However, Mr. Powell pointed out that if the contaminated soil is required
24 to be taken to a hazardous waste facility the expense will bankrupt the Association. He
25 suggested adding a five-year renewal option to the lease.

26
27 Ernie Gardner – Mr. Gardner lives in West Point, Utah and is a member of the
28 Centerville Small Arms Association. He echoed the comments of Mr. Smith and Mr. Powell, and
29 recommended that the required insurance policy be reduced from \$3 million to \$2 million. Mr.
30 Gardner also referred to the lease requirement that \$1,000 be added to a remediation fund at
31 the beginning of 2014 and an additional \$800 by December 2014, commenting that the
32 Association only takes in approximately \$2,000 income per year. He stated the Association
33 would like to be able to enjoy the property and have an equitable arrangement for everyone
34 involved.

35 36 MINUTES REVIEW AND APPROVAL

37
38 The minutes of the Tuesday, November 19, 2013 Canvass of November 5, 2013
39 Election meeting and the November 19, 2013 Council meeting were reviewed. Councilman
40 Wright commented that no mention was made of the allegations made against certain
41 candidates at the Canvass meeting on November 19th, and questioned whether it is appropriate
42 to approve the minutes of the Canvass meeting before the allegations are resolved. Mayor
43 Russell responded that approval of the minutes verifies that the minutes are an accurate
44 representation of what occurred at the meeting, and the purpose of the Canvass meeting was to
45 approve the fact that the election took place as indicated by the votes tallied. The Mayor added
46 that the complaint matter has been turned over to the Lt. Governor's office for resolution.

47
48 Councilwoman Lindstrom requested an addition to the Council meeting minutes, and
49 made a **motion** to approve the November 19, 2013 Canvass minutes and the November 19,
50 2013 Council meeting minutes as amended. Councilman Allen seconded the motion.
51 Councilman Averett requested the minutes be approved separately. Councilwoman Lindstrom
52 made a **motion** to approve the minutes of the November 19, 2013 Canvass of the November 5,

1 2013 Election. Councilman Allen seconded the motion, which passed by majority vote (3-1),
2 with Councilman Averett abstaining, Council members Allen, Higginson, and Lindstrom voting in
3 favor, and Councilman Wright dissenting based on the fact that no mention was made of the
4 allegations at the Canvass meeting.

5
6 Councilwoman Lindstrom made a **motion** to approve the November 19, 2013 Council
7 meeting minutes as amended. The motion was seconded by Councilman Allen and passed by
8 unanimous vote (5-0).

9
10 **ASSIGNMENT AND ASSUMPTION AGREEMENT FOR LEGACY CROSSING LOT 4**

11
12 Lisa Romney, City Attorney, explained that the City has entered into a development
13 agreement for the Legacy Crossing project, and prior to recording the final plat for Lot 4 all
14 parties involved need to enter into an Assignment and Assumption Agreement. She requested
15 approval include the condition that the Assignment Agreement be recorded against the property
16 prior to recording of the final plat.

17
18 Councilman Allen made a **motion** to approve the Assignment and Assumption
19 Agreement between the City and various parties for Legacy Crossing Lot 4 and require the
20 Assignment Agreement to be recorded against the property prior to recording of the final plat for
21 Legacy Crossing Lot 4 Amended. Councilwoman Lindstrom seconded the motion, which
22 passed by unanimous vote (5-0).

23
24 **GUN RANGE LEASE AGREEMENT**

25
26 Steve Thacker, City Manager, expressed surprise at the comments made in the Open
27 Session considering the many discussions that took place between City staff and Jim Stephens,
28 President of the Centerville Small Arms Association, to negotiate the proposed Lease
29 Agreement. Mr. Thacker stated that the document could be revised and brought back to the
30 Council at the next meeting if necessary. Regarding the term of the lease, Mr. Thacker stated
31 that Mr. Stephens had indicated he would like a longer term. Mr. Thacker clarified that the
32 reason for entering into a ten-year lease in 2003 was to allow time for planned improvements to
33 be made, but there was no intention on the City's side that those improvements would have any
34 bearing on the length of future lease terms. The lease has been structured to make renewal at
35 the end of the five-year period easy if desirable. Lisa Romney, City Attorney, stated she
36 recommends the five-year term, with the intention to review in five years and extend the lease
37 term at that time with any necessary changes. Mr. Thacker added that some improvement
38 requirements in the current 10-year lease have been left out of the new 5-year lease agreement.

39
40 Councilman Averett asked Mr. Stephens if he feels that having the shorter-term lease
41 could affect the Association's ability to draw new members. Mr. Stephens indicated he has that
42 concern. Councilman Averett suggested the City offer a five-year extension option to be
43 approved with mutual consent between the City and the Association to be ratified prior to lease
44 expiration. Councilman Wright does not see a problem with allowing a ten-year lease since the
45 City has the option to access the property and use it if the need arises. Mayor Russell asked
46 the City Attorney what changes have been made to the new lease agreement that would benefit
47 from a review in five years. Ms. Romney responded that detailed exhibits have been provided
48 that should be updated if changes are made on the range. She also feels the remediation
49 clause should be reviewed in five years.

1 Councilman Wright stated that a public service is provided by the Association to citizens,
2 police departments, and the military. Councilman Wright suggested that remediation be pulled
3 from the agreement and that the City find a way to accomplish the clean-up of the property. He
4 does not want the Association to be put out of business. Since they are providing a public
5 service, Councilman Wright does not see why the City should not pay some of the insurance
6 cost as well. City Manager Thacker responded that the Association is using public property for
7 personal benefit without being charged a lease fee. The City has justified not charging a lease
8 fee because the range is used by the law enforcement community, and the general public to
9 some extent. The benefit to the City is trained police officers. Mr. Thacker feels the use of the
10 range by law enforcement and the public is a good trade-off for not charging a lease fee.

11
12 Regarding the insurance limit, Ms. Romney explained that the City is protected by
13 governmental immunity with the aggregate cap for an incident currently at \$2.3 million. Staff
14 indicated they do not see a problem with allowing a \$2 million policy. The Association currently
15 has a \$2 million policy in place.

16
17 Mayor Russell stated he feels the long-term remediation of the property should be born
18 by the Association rather than the City or the public. Remediation requirements were already
19 part of the current lease that expires at the end of December. Ms. Romney added that the
20 Council had specifically requested a remediation plan and establishment of a remediation fund
21 as part of the new lease. The Association has control of the schedule and regulates use of the
22 property. Staff has researched the process involved to test the property. The cost for doing
23 four or five test-holes on the property is approximately \$800. The proposed Agreement would
24 require the soil be tested in order to prepare a remediation plan appropriate to the lead content
25 in the soil. Remediation is required at an open space or recreation-use level. Ms. Romney
26 stated the range is of value to the community, which is the reason for the no-cost lease.
27 However, the Association is the user and should be obligated to remediate the site in areas
28 where lead content is too high. She pointed out that remediation options may expand in the
29 future, which is another reason for a shorter-term lease. In the proposed Agreement, the
30 remediation fund would be under the control of the Association. Mr. Thacker stated the
31 remediation fund would generate \$5,000 over five years. Staff does not know what remediation
32 will cost, but they feel \$5,000 is a start.

33
34 Jim Stephens expressed appreciation to staff for the hours put into working on the Lease
35 Agreement. He expressed that the Association wants to carry its share of the remediation
36 burden, but suspects much of the high lead content is in areas the Association does not shoot.
37 Mr. Stephens stated it has been the intent of the Association to cause the City to someday want
38 to take over responsibility for the range and run it as a City range. He stressed that the range
39 has a far-reaching impact beyond Centerville citizens, and feels that Councilman Wright has a
40 valid point when suggesting the City take a greater interest in the range.

41
42 Chief Worsley reported that to his knowledge shotguns have not been used on the range
43 by law enforcement, other than once a year for qualification purposes, for at least 20 years. He
44 stated that police have never shot south of the gate, and have not shot into the hillside since
45 around the time of the lead study in 1999. He is aware that swat teams have used the range for
46 long-distance shooting. Any military groups using the range schedule through the Association.
47 Will Smith stated he has been contacted three or four times in the last four years to perform
48 training for military units from this area at the Centerville range. Chief Worsley added that the
49 Centerville Police Department schedule time at the range through the Association. Councilman
50 Wright asked if the City pays a membership fee to the Association for police use of the range.
51 Chief Worsley responded the City does not pay a fee. Councilman Wright expressed the
52 opinion that if the City is a user, a membership fee should be provided to offset operation costs.

1 Ms. Romney cited Utah Statute 10-08-02 regarding use of public funds or public lands. The City
2 holds the property as fiduciary for the public, and fair value needs to be charged. However,
3 under Statute 10-08-02, an in-kind public benefit can be accepted. Councilman Wright said he
4 would like to find a balance that does not put the Association out of business. He feels the
5 remediation and insurance requirements are a potential strain on the Association's resources.
6 Ms. Romney responded that the Association has already agreed to a \$2 million insurance policy
7 and the remediation clause as stated in the previous lease. The concern seems to be that the
8 new remediation language is too broad. Ms. Romney pointed out that remediation is only
9 required to an open space level, not residential, and the remediation plan can be reviewed in
10 good faith. She stated she cannot recommend the City lease property without fee, as well as
11 without insurance and remediation requirements.
12

13 Mayor Russell asked Mr. Stephens if the remediation clause is acceptable to the
14 Association as written. Mr. Stephens responded he feels the remediation section could be
15 refined to clearly define what constitutes the need for remediation. Mr. Thacker added that staff
16 has discussed with the Association the alternatives of paying for a study at the beginning of the
17 lease period, or waiting to test and remediate when the Association no longer uses the property.
18 The lease agreement has been drafted for testing and remediation when the property is
19 vacated.
20

21 Councilman Higginson stated that the Council appreciates having the Association at the
22 range. He asked if the Association is charging enough in fees. Councilman Higginson added
23 that, if the City were to assume responsibility of running the gun range, fees would be increased
24 because of staff costs. He does not think it makes sense to suggest the City pay for insurance
25 and remediation when the benefit of free lease is already provided. Will Smith, a member of the
26 Association, stated the Association does not have a problem with setting money aside for
27 remediation. The concern lies with the Association being responsible for remediation of high
28 lead content they did not cause. John Smith, a member of the Association, stated that
29 members are concerned that if the Association's funds are exhausted responsibility will shift to
30 the individual members. Mayor Russell responded that the City enters into the Agreement with
31 the Centerville Small Arms Association, not with the members as individuals. If the Association
32 does not have sufficient funds, responsibility does not fall on the individual members.
33

34 Mayor Russell stated he feels the Association should have responsibility for remediation
35 because they currently have control of the property. The Mayor agreed with Councilman
36 Averett's suggestion of a five-year lease with a renewal option. He also feels a \$2 million policy
37 is sufficient. Mayor Russell added that the Council has never discussed the option of taking
38 over responsibility for the range. He does not think it would be in the best interest of the
39 community. Councilman Higginson stated he agrees with the \$2 million insurance policy, and
40 would approve either a ten-year lease or a five-year lease with a five-year renewal option.
41

42 Councilwoman Lindstrom commented that remediation is only necessary when the
43 Association vacates the property. She stated that the Council appreciates the relationship with
44 the Association. Centerville has a strong policy of no development on the hillside, and she feels
45 the Council has every intention of making sure the Association can stay at the range. Requiring
46 the remediation fund is intended to help the Association if remediation ever becomes necessary.
47 Council members Lindstrom and Averett stated they are fine with a \$2 million insurance policy,
48 and a five-year lease with a five-year renewal option. Councilwoman Lindstrom stressed that
49 remediation will not be required to a residential level. Mr. Stephens asked if the remediation
50 fund could be placed in care of the City. Councilwoman Lindstrom responded that the lease
51 agreement requires the Association to prove to the City Manager that the escrow account is in

1 place, which she feels is sufficient. Staff was directed to make the revisions discussed and
2 bring the agreement back to the Council at the next meeting.

3
4 **MAYOR'S REPORT**

5
6 The South Davis Metro Fire Agency 2014 budget will be up for public hearing on
7 Monday, December 9th. Mr. Thacker corrected information given at the previous Council
8 meeting – the Fire Agency assessment increase for Centerville will be 2.17%, which is
9 conservative compared to historical increases. A public hearing will also be held regarding the
10 South Davis Recreation District 2014 budget.

11
12 **CITY MANAGER'S REPORT**

- 13
14 • The Council will meet with State Legislators on Tuesday, January 21, 2014 at 5:30
15 p.m. to discuss legislative issues that will affect Utah cities.
16 • City Manager Thacker reported that UTA and UDOT would be able to present a draft
17 of the next version of the Regional Transportation Plan on February 4, 2014.
18 Councilwoman Lindstrom commented that a transportation open house will be held
19 on December 11, 2013 at North Salt Lake City Hall regarding the Davis-SLC
20 Connector Study. She emphasized that Centerville City is not participating in this
21 transportation study. She added that for quite some time Centerville has been firm
22 with UDOT and UTA that it is important to Centerville that the Main Street right-of-
23 way within the City never be expanded to accommodate any form of mass transit.
24 Councilwoman Lindstrom referred to a letter dated March 22, 2010 signed by Mayor
25 Russell and Council members Allen, Averett, Cutler, Lindstrom, and Wright,
26 addressed to the South Davis Corridor Project, which states that Centerville is not
27 interested in having rail on Main Street as a transit option. Councilman Wright
28 pointed out that Council positions can change. Councilman Wright indicated he
29 would like a copy of the Regional Transportation Plan prior to the February 4th
30 meeting if possible. Mr. Thacker responded he is not sure when it will be available
31 for public release, but staff will place the information on the website as soon as it is
32 available.
33 • Steve Thacker reported that online business license renewal will be available soon,
34 but not in time for the annual renewal notice deadline, which by ordinance is January
35 2nd. Mr. Thacker asked the Council if the due date could be delayed until January
36 15th to make online renewal possible. Ms. Romney indicated that an ordinance could
37 be prepared to allow a one-time delay in the due date.

38
39 **CONTINUATION OF RDA MEETING**

40
41 At 8:46 p.m. Councilman Allen made a **motion** to continue the meeting of the
42 Redevelopment Agency of Centerville held prior to the Council meeting. The motion was
43 seconded by Councilwoman Lindstrom and passed by unanimous vote (5-0). Those present
44 included: Ronald G. Russell, Chair; John T. Higginson, Vice Chair; Directors Allen, Averett,
45 Lindstrom, and Wright; Steve Thacker, Executive Director; Blaine Lutz, Finance Director; Lisa
46 Romney, City Attorney; and Katie Rust, Recording Secretary.

47
48 The Council returned to regular meeting at 9:05 p.m.

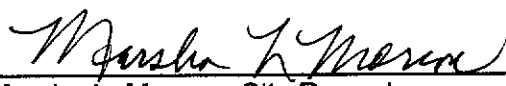
CLOSED MEETING

At 9:06 p.m. Councilwoman Lindstrom made a **motion** to move to a closed meeting for the purpose of discussing the purchase and sale of real property, and potential litigation. The motion was seconded by Councilman Allen and passed by unanimous vote (5-0). In attendance were: Ronald G. Russell, Mayor; Council members Allen, Averett, Higginson, Lindstrom, and Wright; Steve Thacker, City Manager; Blaine Lutz, Finance Director; Lisa Romney, City Attorney; and Katie Rust, Recording Secretary.

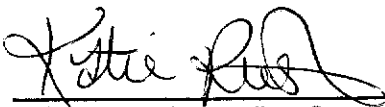
The Council returned to regular meeting at 9:20 p.m.

ADJOURNMENT

At 9:20 p.m. Councilwoman Lindstrom made a **motion** to adjourn. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).


Marsha L. Morrow, City Recorder

12-17-13
Date Approved


Katie Rust, Recording Secretary



CENTERVILLE CITY COUNCIL MEETING

Tuesday, Dec 3, 2013
7:00 p.m.

NAME (PLEASE PRINT)	ADDRESS**
Will Smith	1349 W 2600 N Clinton UT
Ernie Gardner	414 N. 3650 W. West Point UT
Stephanne Ivie	595 S. 700 E, Gt
Brambon Ivie	" " " "
James Stephens	78 E Casa Loma Dr., Gt
CORY GREEN	Syracuse, UT
Dave Barnett	Beautiful UT
Elwood Powell	4834 VAN BUREN DYER, UT
Chase Redd	208 W Pleasant Street dr
Dale McIntyre	250 E. 300 S. Centerville
Ron Alvey	505 ARIANE Way Centerville
Peter Sommer	2212 N. Main
Ralph Maxwell	262 PARKLANE
CRAIG KILMER	1513 N HILLCFIELD RD SALT LAKE CITY

** Your address will be used only in the event the City staff needs to contact you pertaining to an issue discussed in the City Council meeting.