

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 *A. Thacker*
subject: City Manager's Summary of December 17, 2013 Council Meeting
date: December 13, 2013

The City Council will be pleased to see that the meeting is scheduled for about one hour—a nice Christmas present as the last meeting of the current City Council.

- E.1. **Coloring Contest Winners** – The winners of the Youth Council's annual Christmas coloring contest have been invited to attend. We expect the usual large crowd of family members.
- E.2. **Minutes Review and Acceptance** – The minutes to be approved are enclosed.
- E.3. **Summary Action Calendar**
- a. **City Council 2014 meeting schedule** – As required by State law, the City Council must adopt a resolution containing the dates of the regular Council meetings for the next year. This list will also be published in the local newspaper, as required by law.
 - b. **Recording secretary contracts** – The City has contracts with three persons who provide recording secretary services for the City Council, Planning Commission and City committees. These persons are paid an hourly rate, as explained in the staff report, and their current contracts provide for an evaluation of their compensation annually. My compensation recommendations are explained in the staff report.
 - c. **Commence warranty period** – The South Davis Sewer District's Collection Service Operation Center site improvements have been accepted by the City Engineer and he recommends commencement of the warranty period.
- E.4. **Gun Range Lease Agreement** – At their December 3 meeting, the City Council discussed the proposed agreement and requested a few minor revisions. These revisions have been made and the agreement is now being brought back to the Council for their formal approval. The new agreement would renew the Gun Range Lease with the Centerville Small Arms Association for a 5-year period, with the ability to renew for another five years upon mutual approval of the parties. The current 10-year lease expires December 31, 2013.
- E.5. **Financial Report** – Blaine Lutz, Finance Director/Assistant City Manager, prepared the enclosed financial report for the 5-month period ending November 30, 2013. Blaine will highlight the report and answer questions at the meeting.



- E.6. **Mayor's Report** – Mayor Russell will report on his contacts with State Legislators regarding the proposal of the Utah League of Cities and Towns for a local option fuel tax.
- E.7. **City Manager's Report** – As I have traditionally done for a number of years, I will prepare a list of significant projects and issues the City Council has dealt with during 2013, as well as a list of projects and issues anticipated in 2014. Those lists will be attached to the online staff report as soon as available. I will also report on two opportunities for comment on the 2015-2040 Regional Transportation Plan, which is currently being drafted by the Wasatch Front Regional Council.
- E.8. **Miscellaneous Business** – At this time no specific topics are identified under this heading.
- E.9. **Closed meeting, if necessary** – At this time I do not know of a need for a closed meeting, but the agenda allows for that possibility.
- E.10. **Appointments to boards and committees** – Mayor Russell may recommend appointments to City boards and committees. However, he may choose to defer these appointments to the new Mayor and City Council.

Potential Agenda Items for January 7 regular City Council Meeting (subject to change):

- Open house for newly elected officials (6:00 p.m.)
- Swearing-in of newly elected officials (6:30 p.m.)
- Presentation of Comprehensive Annual Financial Report
- Agreements with Union Pacific Railroad and UTA for drainage culvert crossing
- Appointment of elected officials to represent City in various organizations and positions
- Appointments to City committees/boards
- Review of Council meeting protocol, guidelines for Council/staff relations, and other policies/procedures pertaining to the new City Council

mlm

CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 P.M. ON TUESDAY, DECEMBER 17, 2013 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

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

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

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

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

7:00 A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

Councilwoman Sherri Lyn Lindstrom

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

7:10 1. Presentation to winners of Youth Council Coloring Contest

7:25 2. MINUTES REVIEW AND ACCEPTANCE
December 3, 2013 meeting minutes; December 3, 2013 closed meeting minutes

(OVER)

- 7:25 3. Summary Action Calendar
 a. City Council 2014 meeting schedule – Consider Resolution No. 2013-24
 b. Approve amendments to recording secretary services contracts
 c. Commence warranty period for South Davis Sewer District Site – Collection
 System Operation Center
- 7:30 4. Gun Range Lease Agreement
 Approve renewal of Gun Range Lease Agreement with Centerville Small Arms
 Association
- 7:35 5. Financial Report for period ending November 30, 2013
- 7:45 6. Mayor's Report
 a. Update re: transportation funding for streets maintenance
- 7:50 7. City Manager's Report
 a. List of 2013 and 2014 projects and issues
 b. Regional transportation planning process
- 7:55 8. Miscellaneous Business
- 8:00 9. Closed meeting, if necessary, for reasons allowed by state law , including,
 but not limited to, the provisions of Section 52-4-205 of the Utah Open
 and Public Meetings Act, and for attorney-client matters that are
 privileged pursuant to *Utah Code Ann.* § 78B-1-137, as amended
- 8:00 10. Possible action following closed meeting, including appointments to
 boards and committees

F. ADJOURNMENT

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

Marsha L. Morrow, MMC
Centerville City Recorder

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/17/2013**

Item No.

Short Title: Councilwoman Sherri Lyn Lindstrom

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/17/2013**

Item No.

Short Title: City Manager Summary Memo

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

☐ City Manager Summary Memo

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/17/2013

Item No. 1.

Short Title: Presentation to winners of Youth Council Coloring Contest

Initiated By: Youth City Council

Scheduled Time: 7:10

SUBJECT

RECOMMENDATION

Following the awards presentation, congratulate the award recipients and express appreciation to all the children who submitted entries. Also thank the Youth Council for sponsoring the annual event.

BACKGROUND

Mayor Russell and the Youth Council Mayor, Brooke Larsen, will present awards for the 2013 Christmas coloring contest. The list of winners is attached for the Council only. The three winners in each grade category have been notified, but they will not know whether they are 1st, 2nd or 3rd place until at the meeting. There are three winners in each of the following categories:

Pre-School - Kindergarten

1st Grade - 2nd Grade

3rd Grade - 4th Grade

5th Grade - 6th Grade

All winners will receive gift cards in varying amounts.

ATTACHMENTS:

Description

□ Coloring Contest Winners 2013

Coloring Contest Winners 2013

Pre K – K:

1. Elle Bloomfield
2. Meagan Allred
3. Emma Wray

1st and 2nd:

1. Lauren
2. Hyrum Rogers
3. Jay Remington

3rd and 4th:

1. Joe Larsen
2. Carly McBride
3. Marissa Horlacher

5th and 6th

1. Gracie Remington
2. Olivia Hunter
3. Whitney Keller

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/17/2013

Item No. 2

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time: 7:25

SUBJECT

December 3, 2013 meeting minutes; December 3, 2013 closed meeting minutes

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ☐ December 3, 2013 meeting minutes
- ☐ December 3, 2013 closed meeting minutes

PRELIMINARY DRAFT

Minutes of the Centerville City Council meeting held Tuesday, December 3, 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
Jacob Smith, Management Assistant
Lisa Romney, City Attorney
Neal Worsley, Centerville Police Chief
Katie Rust, Recording Secretary

VISITORS

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

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT Councilman Justin Y. Allen

OPEN SESSION

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

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

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

MAYOR'S REPORT

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

CITY MANAGER'S REPORT

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

CONTINUATION OF RDA MEETING

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

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

Date Approved

Katie Rust, Recording Secretary

PRELIMINARY DRAFT

(Not for public dissemination)

Minutes of the **Centerville City Council closed meeting** held Tuesday, December 3, 2013 at 9:06 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 Averett
John T. Higginson
Sherri Lyn Lindstrom
Lawrence Wright

STAFF PRESENT

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

PURCHASE OF MAIN STREET PROPERTY FOR INTERSECTION PROJECT

Steve Thacker, City Manager, reported on the status of the purchase of land from the remaining three property owners for the Main Street intersection project. The owner of the property on the northeast corner of the intersection has made three requests: reduce the right-of-way take on the corner further if possible; accept responsibility for installing a temporary sprinkler system during construction; and grant additional compensation for noise mitigation (new windows and doors on the north, south, and west sides of the house). Brett Slater of UDOT contacted Stanley Hainsworth and explained that the right-of-way cannot be reduced any more than it already has been. Regarding the temporary sprinklers, the appraisal done through the ombudsman's office included compensation for landscaping; so the Hainsworths can use those funds to pay for temporary sprinkling. The property owner has given a cost estimate for replacing windows and doors of approximately \$20,000. The appraisal obtained through the ombudsman's office is approximately \$16,000. Mr. Thacker discussed the request with UDOT, and UDOT has made a counteroffer of \$5,000 in addition to the \$16,000 as an administrative adjustment. Mr. Thacker said that the UDOT Project Manager will need to know what amount the City Council is willing to support. Councilmen Allen and Higginson indicated they would be willing to offer an amount greater than the extra \$5,000. Councilman Allen suggested \$10,000. Mr. Thacker cautioned that two other property owners have not yet settled and will be paying attention to what is offered. Councilman Wright stated he is in favor of giving the whole \$20,000. Mr. Thacker suggested offering up to \$10,000 in addition to the \$16,000 to compensate for noise mitigation, which will be the biggest impact on the property. Mayor Russell added he feels the City should be as generous as legally possible. The Council also indicated support for offering a proportional amount for noise mitigation to one of the other remaining property owners.

PRELIMINARY DRAFT

(Not for public dissemination)

City Council of Centerville

Minutes of Closed Meeting of December 3, 2013

Page 2

ADJOURNMENT

At 9:20 p.m. Councilman Allen made a **motion** to return to open Council 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 12/17/2013

Item No. 3.

Short Title: Summary Action Calendar

Initiated By:

Scheduled Time: 7:25

SUBJECT

- a. City Council 2014 meeting schedule - Consider Resolution No. 2013-24
- b. Approve amendments to recording secretary services contracts
- c. Commence Warranty Period for South Davis Sewer Site Plan -- Collection System Operation Center

RECOMMENDATION

- a. Approve the enclosed Resolution No. 2013-24 establishing the City Council's 2014 meeting schedule.
- b. Approve the enclosed agreement--after adjustments for the appropriate name and recommended rate of pay--with Connie Larson, Kathleen Streadbeck and Katie Rust, Recording Secretaries.
- c. Approve commencement of the warranty period for the South Davis Sewer District Collection System Center, located at 1045 North 1300 West, effective December 17, 2013.

BACKGROUND

- a. The 2014 General Election will be held on the first Tuesday in November (November 4); therefore, the resolution shows the first City Council meeting in November for Wednesday, November 5 (as done in past years). All other regular City Council meetings are showing on Tuesdays.

Upon approval by the City Council, the 2014 regular meeting schedule will be published as required by state law. This does not mean the City Council has to meet on each of these dates. However, if a regular meeting is cancelled, a notice of such cancellation should be posted in advance of that date.

- b. The recording secretary contracts for these individuals state that their compensation will be evaluated yearly. Connie, Katie and Kathleen received pay increases effective January 1, 2013; therefore, they are eligible for a raise again as of January 1, 2014.

Recording secretaries provide their own equipment and supplies at home for transcribing the minutes (City provides equipment used at the meeting), and the City pays no benefits to them.

Although recording secretary positions are not formally assigned a pay grade, the City Manager

considers the skills required to be comparable to the Secretary II position (Grade 6) in the City's Position Pay Grade Schedule. The Grade 6 pay range has a minimum of \$13.08 and a maximum of \$18.97 per hour. Based on an analysis of equipment and supplies provided by the recording secretaries, approximately \$2 of the hourly rate could be considered a reimbursement of their expenses. Therefore, after adding \$2 per hour to the minimum and maximum of the Grade 6 pay range, the adjusted range would be \$15.08 - \$20.97 per hour. Using the Salary Administration Guidelines for FY 2014 as a general guide (i.e., pay raise percentage declines if current pay rate is higher in the pay range), the City Manager recommends the following increases:

Connie Larson--increase hourly rate from \$20.49 per hour to \$20.80 per hour, a 1.5 percent increase.

Kathleen Streadbeck--increase hourly rate from \$19.94 per hour to \$20.34 per hour, a 2.0 percent increase. This increase includes 1.5% due to her current wage being in the 4th Quartile of the adjusted pay range, plus 0.5% for extraordinary performance as the recording secretary for the Planning Commission--based on a recommendation from Cory Snyder.

Katie Rust--increase hourly rate from \$16.15 per hour to \$16.80 per hour, a 4.0 percent increase. This increase includes 3.0 % due to her current wage being in the 1st Quartile of the adjusted pay range, plus 1.0 % additional due to the outstanding quality of her work and, therefore, to continue narrowing the gap between Katie and the other two recording secretaries.

Only one of the three current agreements is enclosed, since all three are identical except for name of recording secretary and hourly rate of pay.

c. The South Davis Sewer District has made a substantial investment in their Collection System Center located at 1045 North 1300 West and are now ready to commence the warranty period on the site improvements, as recommended by the City Engineer. The amount of security posted for the warranty period will be \$7156.50.

ATTACHMENTS:

Description

- D Resolution No. 2013-24
- D Recording Secretary Agreement
- D Email from City Engineer re Commencement of Warranty Period for South Davis Sewer District Site
- D Bond Reduction - Commence Warranty South Davis Sewer District

RESOLUTION NO. 2013-24

A RESOLUTION ESTABLISHING THE REGULAR MEETING SCHEDULE OF THE CENTERVILLE CITY COUNCIL FOR 2014.

WHEREAS, the Governing Body of Centerville City intends to hold regular and open public meetings generally on the first and third Tuesdays of each month, beginning at 7:00 p.m.; and

WHEREAS, pursuant to Section 52-4-202, Utah Code Annotated 1953, as amended, the City Council has determined its annual meeting schedule as hereinafter set forth;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF CENTERVILLE, UTAH, AS FOLLOWS:

Section 1. Meeting Schedule. The annual meeting schedule of the Centerville City Council for the calendar year 2014 shall be as follows:

January 7 th	July 1 st
January 21 st	July 15 th
February 4 th	August 5 th
February 18 th	August 19 th
March 4 th	September 2 nd
March 18 th	September 16 th
April 1 st	October 7 th
April 15 th	October 21 st
May 6 th	November 5 th (Wednesday) *
May 20 th	November 18 th
June 3 rd	December 2 nd
June 17 th	December 16 th

*Note: Elections are held on the first Tuesday in November (November 4); therefore, the City Council meeting will be held on Wednesday, November 5, 2014.

Section 2. Time & Location. Unless otherwise determined by the City Council pursuant to State statute, all said meetings shall be held at the City Council Chambers, City Hall, 250 North Main Street, Centerville, Utah, beginning at 7:00 p.m.

Section 3. Publication. The City Recorder shall publish notice of the foregoing annual meeting schedule of the Governing Body in one issue of the Davis County Clipper, a newspaper of general circulation within the city.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, on this 17th day of December, 2013.**

CENTERVILLE CITY

BY: _____
Mayor

ATTEST:

Marsha L. Morrow, City Recorder

AGREEMENT

THIS AGREEMENT is made and entered into as of the 17th day of December, 2013, by and between **CENTERVILLE CITY**, a municipal corporation of the State of Utah, hereinafter referred to as the "City," and **KATIE RUST**, an individual, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City desires to obtain certain clerical services in connection with providing minutes of meetings by the City and its various councils and boards; and

WHEREAS, Contractor is willing to provide such clerical services in accordance with the terms of this Agreement.

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

Section 1. Services. Contractor hereby agrees to provide the following services to the City: Attending, and transcribing the minutes of, meetings held by the City Council, Planning Commission, Board of Adjustment, Historic Sites Committee and other committees as directed by the City. Contractor will be required to be present in a timely manner at each such meeting to take the minutes. Following the meetings, Contractor will prepare a typed draft of the minutes and submit an electronic version to the City Recorder within five (5) calendar days following the meeting. The minutes will be considered for approval at a subsequent meeting of the affected entity and corrections may be required. Final minutes (hard copy as well as electronic version) will be provided by the Contractor to the City for inclusion in the permanent records of the City within three (3) calendar days after final approval by the City Council, Planning Commission, Board of Adjustment, Historic Sites Committee, etc.

Section 2. Compensation. For the services rendered under this Agreement, Contractor shall be paid by the City in the sum of Sixteen Dollars and Eighty Cents (\$16.80) per hour, effective January 1, 2014, for actual time expended in attendance at meetings and transcribing the minutes. The City will evaluate yearly the compensation paid to the Contractor.

Section 3. Independent Contractor. It is expressly understood and agreed by the parties hereto that Contractor is an independent contractor and not an employee of the City. Accordingly, Contractor is not entitled to receive any fringe benefits, retirement, or other benefits offered to City employees. No mileage shall be paid to Contractor by the City. Contractor shall be responsible for the payment of all withholding, social security, or other employment taxes which may be due in conjunction with the Contractor's rendering of services to the City.

Section 4. Equipment and Supplies. Contractor shall provide all equipment necessary to perform the services required hereunder except that the City will provide a laptop computer and recording equipment for use at the City meetings. Except as provided herein, Contractor will provide, at Contractor's sole expense, all equipment and supplies needed to perform Contractor's services hereunder including a personal computer, transcriber, foot pedal, etc.

Section 5. Term of Agreement. It is expressly understood that either party may terminate this Agreement at any time upon giving fourteen (14) days written notice of termination to the other party. Such notice may be delivered personally or sent by certified mail, return receipt requested, postage prepaid to the other party at their last known address. Upon termination for any reason, Contractor agrees to immediately return to the City any tapes or other City property in the possession of Contractor and to deliver any drafts of minutes then under preparation.

Section 6. Assignment. This Agreement is personal to Contractor and may not be assigned or subcontracted.

Section 7. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and no prior agreements, representations, promises, or inducements, whether written or oral, which are not contained herein shall be of any force or effect.

Section 8. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity or enforceability of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

Section 9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective officers, employees, successors and assigns.

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

"CITY"

ATTEST:

CENTERVILLE CITY

City Recorder

By: _____
Mayor

"CONTRACTOR"

By: _____
Katie Rust

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

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

Notary Public

My Commission Expires:

CONTRACTOR ACKNOWLEDGMENT

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

On the ____ day of December, 2013, personally appeared before me **KATIE RUST**, who being by me duly sworn, did say that she is the signator of the foregoing document and that she executed the same.

Notary Public

My Commission Expires:

Marsha Morrow

From: kevin campbell <kevin.campbell@esieng.com>
Sent: Thursday, December 12, 2013 1:37 PM
To: Steve Thacker
Cc: Marsha Morrow; matt robertson; mmyers@sdsd.us
Subject: South Davis Sewer District Site - Bond Reduction #1 (Commence Warranty)
Attachments: Bond Reduction #1 (Commence Warranty).pdf

Steve -

The attached bond reduction and commencement of warranty is recommended for SDSD Site.

Let me know if additional info is needed.

Kevin

Kevin Campbell, P.E.
Centerville City Engineer

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

CENTERVILLE CITY
IMPROVEMENTS AGREEMENT BOND REDUCTION REQUEST

No. 1 (Commence Warranty)

Page 1 of 2
Proj. # 11-083

Subdivision or Developer Name: South Davis Sewer District Shop

Sub-divider or Developer: South Davis Sewer District

Address: 1800 West 1200 North, West Bountiful, UT 84087

Phone: 801.295.3469

Bonding Entity: Cash Bond

DESCRIPTION OF SUBDIVISION OR DEVELOPMENT IMPROVEMENTS AND
PERCENTAGE OF COMPLETION:

See attached sheet

Original Amount of Bond: \$ 55,998.00

Present Amount of Bond: \$ 55,998.00

Amount of Bond Release Requested: \$ 48,841.50

Remaining Bond Amount: \$ 7,156.50

SUBDIVIDER'S OR DEVELOPER'S CERTIFICATION:

All work described above has been completed in accordance with Centerville City Ordinances, Subdivision Standards and Specifications and the Improvements Agreement entered into with the City for the above-described project. It is understood and agreed that the final ten percent (10%) of the bond amount plus the estimated cost of slurry seal will not be released until the applicable warranty period has been completed and improvements are inspected and found to be in satisfactory condition by the City. Bond reduction requests may only be made once every thirty (30) days.

Sub-divider or Developer

Date

Receipt of request by City:

Received by

Date

Release of the sum of \$ 48,841.50 , is hereby authorized. Said release shall begin the applicable warranty period for said improvements

Recommendation for approval:

Kevin L. Campbell, P.E. 12-12-13
City Engineer Date

CENTERVILLE CITY
IMPROVEMENTS AGREEMENT BOND REDUCTION REQUEST
No. 1 (Commence Warranty) Date: 12-12-13

Subdivision: South Davis Sewer District Shop

Item Nos.	Description	Estimated Amount	Completed Amount	Amount Released
1	Street Construction	\$26,925.00	100%	\$26,925.00
2	Storm Drain, Inlets, Manholes	\$15,250.00	100%	\$15,250.00
3	BMP	\$2,000.00	100%	\$2,000.00
4	Slurry Seal	\$2,490.00	0%	\$0.00
5	Contingency	\$9,333.00	50%	\$4,666.50
	Total	\$55,998.00		\$48,841.50

Withheld:

Contingency and Slurry Seal - \$7,156.50

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/17/2013

Item No. 4.

Short Title: Gun Range Lease Agreement

Initiated By: City Attorney

Scheduled Time: 7:30

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 Council tabled action on the Gun Range Lease Agreement from its December 3, 2013 meeting and directed Staff to make the following revisions to the agreement: (1) add an additional five year term option; and (2) reduce the insurance requirements from \$3 million to \$2 million. As directed by the City Council, Section 5 of the Lease Agreement has been revised to reduce the insurance aggregate limit to \$2 million. Section 14 has been amended to provide an optional 5-year term extension upon mutual written consent of the parties approved prior to expiration of the original term. There was extensive discussion by the Council regarding the remediation obligation as set forth in Section 15. Based on direction from a majority of Council members, no changes have been made to this Section. After further review and discussion, Staff is also recommending changes to Section 16 to establish the Remediation Fund as a City account. As proposed, the Association would make annual payments to the City for deposit into the separately created account for the Remediation Fund. A copy of the Gun Range Lease Agreement with these revisions shown in redline is attached. Staff recommends approval of the Gun Range Lease Agreement with these minor revisions. Jim Stephens, Association President, has seen the proposed revisions and appears to be ready to sign the Agreement.

ATTACHMENTS:

Description

- ☐ Gun Range Lease Agreement-redlines3
- ☐ 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

~~\$2 \$3-~~

\$2

~~\$3-~~

times. Failure on 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, unless otherwise renewed by mutual consent of the parties for an additional five (5) year term through December 31, 2023 ~~but~~ such privileges may be further extended by mutual agreement of the parties hereto. Such additional term shall be approved in writing by the parties prior to the expiration of the original term. 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 contribute annual payments to the City for the creation and maintenance of ~~create and maintain a~~ remediation fund ("Remediation Fund"). The City shall set up a separate account for purposes of maintaining the Remediation Fund. ~~The Remediation Fund shall be supported, in part, by the Association shall contribute depositing~~ a minimum of eight hundred dollars (\$800) annually to the City for deposit 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 contribute deposit ~~\$1,000 to the City for deposit~~ 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. The City is authorized to release funds from the Remediation Fund to the Association upon submission of invoices evidencing actual costs incurred by the Association for remediation. After complete remediation of the property by the Association in accordance with the provisions of Section 15, any additional funds in the Remediation Fund shall be returned to the Association. ~~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:

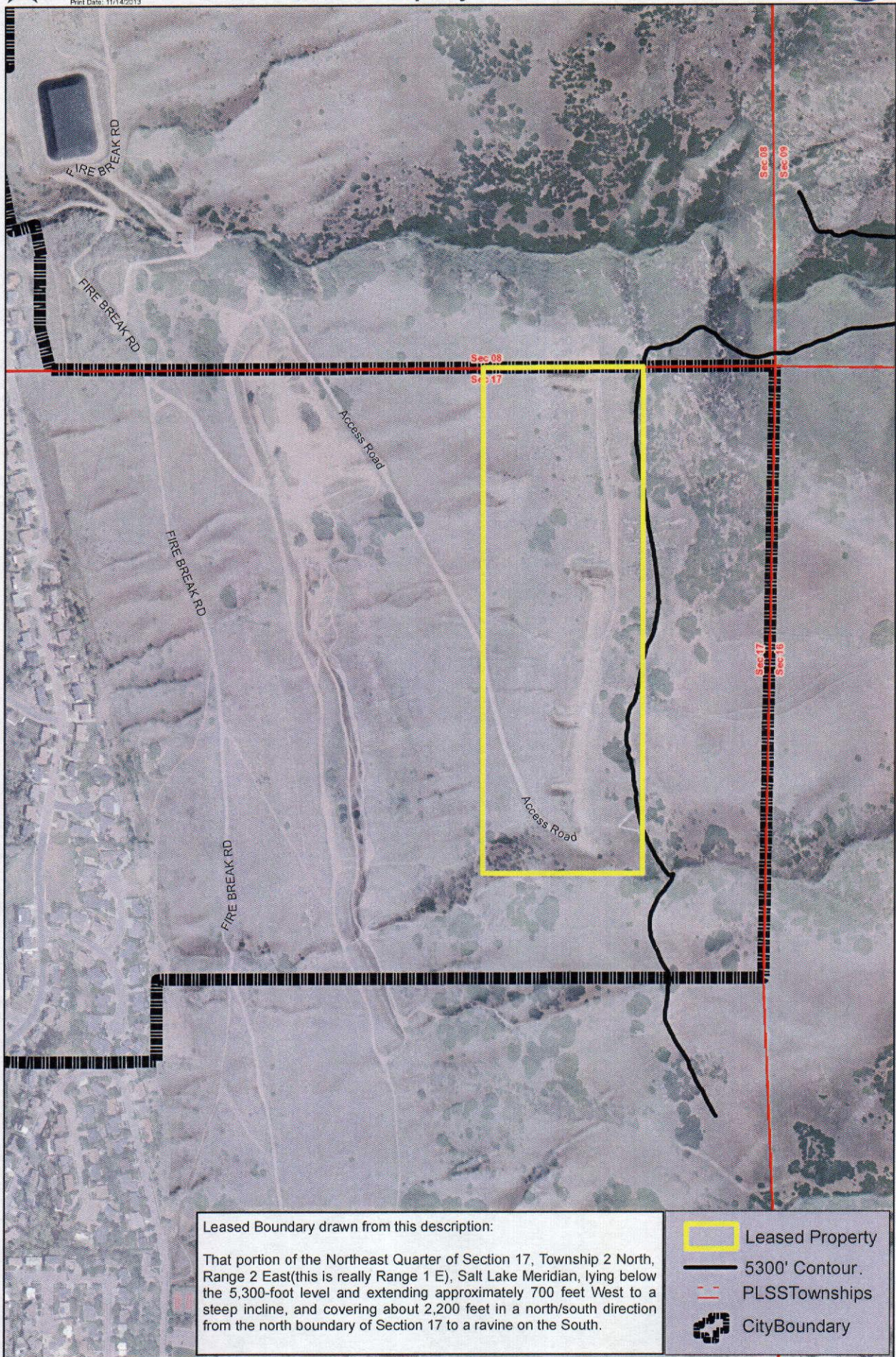
EXHIBIT A

Map of Leased Property



500 Feet
Print Date: 11/14/2013

Centerville Gun Range Leased Property - Exhibit A



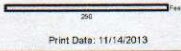
Leased Boundary drawn from this description:

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.
- PLSS Townships
- City Boundary

EXHIBIT B

Site Map of Range Facilities, Improvements and Access Road



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.

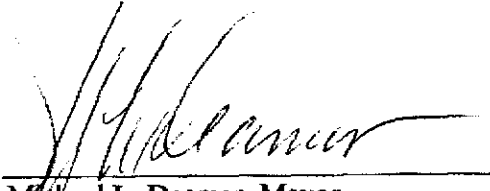
WITNESS THE HANDS of the parties hereto the day and year first above written.

CENTERVILLE SMALL ARMS ASSOCIATION

By: William H. Wenz

CENTERVILLE CITY, A Municipal Corporation

By:


Michael L. Deamer, Mayor

ATTEST:


Marilyn Holje, City Recorder



CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/17/2013**

Item No. 5.

Short Title: Financial Report for period ending November 30, 2013

Initiated By:

Scheduled Time: 7:35

SUBJECT

RECOMMENDATION

Review interim financial report for the five-month period ending November 30, 2013.

BACKGROUND

Blaine Lutz, Finance Director/Assistant City Manager, will highlight the report and answer questions at the meeting.

ATTACHMENTS:

Description

□ Interim Financial report 11/13

**General Fund
Unaudited Summary
November 2013 (42% of year)**

	This Month	Year to Date	FY 14 Budget	% Budget
Revenues				
Property Tax	\$667,739	\$729,922	\$992,913	73.51%
Fee in Lieu	\$10,932	\$42,576	\$90,000	47.31%
Sales & UseTax	\$287,414	\$1,395,154	\$3,455,070	40.38%
Franchise Taxes	\$82,315	\$428,256	\$1,330,000	32.20%
Licenses & Permits	\$17,429	\$173,119	\$356,350	48.58%
Intergovernmental	\$84,801	\$240,489	\$602,390	39.92%
Charges for Serv.	\$62,342	\$361,396	\$835,475	43.26%
Fines	\$20,584	\$199,645	\$485,000	41.16%
Miscellaneous	\$436	\$4,367	\$53,250	8.20%
Transfers/Contributions	\$0	\$49,701	\$182,500	27.23%
Total	\$1,233,992	\$3,624,625	\$8,382,948	43.24%

Expenditures

City Council	\$2,337	\$29,350	\$110,408	26.58%
Judicial	\$14,545	\$93,455	\$221,273	42.24%
Executive	\$29,208	\$152,824	\$393,017	38.88%
Attorney	\$10,689	\$55,841	\$148,375	37.64%
Finance	\$31,790	\$210,208	\$501,272	41.93%
Attorney Services	\$0	\$6,767	\$33,000	20.51%
Emergency Management	\$1,243	\$2,866	\$12,900	22.22%
Fire	\$0	\$402,433	\$794,172	50.67%
Elections	\$560	\$7,535	\$19,600	38.44%
Youth Council	\$0	\$500	\$7,000	7.14%
Police	\$149,723	\$881,371	\$2,220,247	39.70%
Liquor Law	\$0	\$278	\$18,350	1.51%
School Xing	\$5,431	\$19,133	\$52,199	36.65%
DARE	\$6,893	\$37,755	\$102,873	36.70%
K-9	\$0	\$5,696	\$2,250	253.16%
Animal Control	\$0	\$6,434	\$24,000	26.81%
PW Admin	\$20,119	\$117,438	\$284,565	41.27%
Streets	\$60,106	\$236,685	\$706,076	33.52%
Projects	\$0	\$409,563	\$804,000	50.94%
GIS	\$5,753	\$32,189	\$88,069	36.55%
Engineering	\$0	\$53,247	\$86,500	61.56%
Parks	\$43,466	\$280,926	\$813,615	34.53%
Community Events	\$0	\$219	\$23,650	0.93%
Parks & Rec Facility	\$480	\$6,157	\$10,790	57.06%
Maint Facility	\$3,170	\$24,395	\$53,640	45.48%
Maint Facility Storage	\$75	\$987	\$6,210	15.89%
City Hall	\$10,546	\$66,255	\$128,405	51.60%
Community Dev.	\$20,047	\$109,772	\$290,702	37.76%
Building Inspection	\$4,513	\$19,841	\$120,200	16.51%
Transfers - Non Dep.	\$0	\$121,656	\$501,990	24.23%
Total	\$420,694	\$3,391,776	\$8,579,348	39.53%

Use/Contribution to Fund balance	\$232,849	\$	(196,400)
(Revenues Over/Under Expenditures)			

Fund Balance at Beginning of Year (est.)	\$1,606,074
Fund Balance estimate 11/30/2013	\$1,838,923
Projected Fund Balance %	24.20%

RDA/Other Funds (Unaudited) November 30, 2013
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	This Month	Year to Date	FY 14 Budget	% Budget
<u>RDA</u>				
Revenues	\$37,105	\$325,814	\$1,847,000	17.64%
Expenditures	\$3,908	\$24,637	\$1,847,000	1.33%

Fund Balance at Beginning of Year (est.)	\$402,298
Fund Balance estimate 11/30/2013	\$703,475

Recreation

<u>Revenues</u>				
Recreation	\$7,530	\$10,454	\$87,000	12.02%
Youth Baseball	\$0	\$6,050	\$31,000	19.52%
Concession Sales	\$0	\$0	\$23,635	0.00%
Other	\$0	\$39,000	\$39,000	100.00%
Total Revenues	\$7,530	\$55,504	\$180,635	30.73%

<u>Expenditures</u>				
Recreation	\$1,985	\$42,457	\$126,670	33.52%
Concessions	\$0	\$0	\$23,635	0.00%
Youth Baseball/Softball	\$0	\$296	\$28,425	1.04%
Total Expenditures	\$1,985	\$42,753	\$178,730	23.92%

Revenue Over/Under Expend	\$ 5,545	\$ 12,751	\$ 1,905
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Balance at Beginning of Year (est.)	\$19,333
Fund Balance estimate 11/30/2013	\$32,084

Sales Tax Debt Service (DCAC)

Revenues	\$0	\$127,370	\$1,517,488	8.39%
Expenditures	\$0	\$127,370	\$1,517,488	8.39%

Reserved Fund Balance	\$28,896
Fund Balance estimate 11/30/2013	\$28,896

Whitaker Trust

Beginning fund balance			\$14,850	
Revenues	\$20	\$23,384	\$71,860	32.54%
Expenditures	\$172	\$1,702	\$71,860	2.37%

Fund Balance at Beginning of Year	\$14,850
Fund Balance estimate 11/30/2013	\$36,532

Capital Project Funds (Unaudited) November 30, 2013
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	This Month	Year to Date	FY 14 Budget	% Budget
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Capital Improvement

Storm Drain

Revenues:

Fund Balance			\$47,060	
Impact Fees	\$0	\$28,087	\$10,000	280.87%
Grants	\$0	\$0	\$0	0.00%
Other	\$0	\$6,635	\$150,075	4.42%
Total Revenues	\$0	\$34,722	\$207,135	16.76%

Expenditures	\$0	\$0	\$207,135	0.00%
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Fund Balance at Beginning of Year (est.) \$47,060

Fund Balance estimate 11/30/2013 \$81,782

Park

Revenues:

Fund Balance			\$335,683	
Impact Fees	\$6,171	\$54,425	\$75,000	72.57%
Transfer	\$0	\$0	\$0	0.00%
Grants	\$0	\$0	\$0	0.00%
Other	\$0	\$0	\$400	0.00%
Total Revenues	\$6,171	\$54,425	\$411,083	72.18%

Expenditures	\$0	\$577	\$403,074	0.14%
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Fund Balance at Beginning of Year (est.) \$335,683

Fund Balance estimate 11/30/2013 \$389,531

Capital Projects Fund

Revenues:

Fund Balance				
Transfers	\$36,354	\$98,296	\$436,001	22.54%
Other	\$0	\$0	\$250	0.00%
Total Revenues	\$36,354	\$98,296	\$436,251	100.00%

Expenditures	\$36,354	\$145,416	\$436,251	33.33%
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Balance at Beginning of Year \$47,120

Fund Balance estimate 11/30/2013 \$0

**Enterprise Funds
(Unaudited)
November 30, 2013**

	This Month	Year to Date	FY 14 Budget	% Budget
Water				
Revenues:				
Impact/construction Fees	\$12,165	\$166,556	\$230,500	72.26%
Water Sales	\$152,556	\$826,453	\$1,811,250	45.63%
Bond Revenue	\$0	\$51,820	\$450,000	11.52%
Other	\$1,906	\$13,246	\$36,000	36.79%
Total Revenues	\$166,627	\$1,058,075	\$2,527,750	41.86%
Expenditures				
Operating/Dep/Debt	\$79,257	\$670,561	\$1,865,552	35.94%
Capital Improvement	\$11,962	\$275,430	\$706,850	38.97%
Total Expenditures	\$91,219	\$945,991	\$2,572,402	36.77%
Unrestricted Cash Beginning of Year (est.)		\$1,098,940		
Fund Balance estimate 11/30/2013		\$1,211,024		

Sanitation				
Revenues:				
Collection Fees	\$57,206	\$285,109	\$681,600	41.83%
Recycling fees	\$14,071	\$70,206	\$165,700	42.37%
Green Waste fees	\$6,781	\$33,779	\$78,675	42.93%
Other	\$420	\$2,730	\$6,200	44.03%
Total Revenues	\$78,478	\$391,824	\$932,175	42.03%
Expenditures:				
Disposal	\$28,056	\$112,195	\$293,000	38.29%
Collection	\$23,929	\$95,560	\$258,000	37.04%
Recycling	\$14,048	\$56,128	\$165,250	33.97%
Green Waste	\$2,923	\$11,671	\$30,000	38.90%
Other	\$7,616	\$54,255	\$186,200	29.14%
Total Expenditures	\$76,572	\$329,809	\$932,450	35.37%
Unrestricted Cash Beginning of Year		\$18,920		
Fund Balance estimate 11/30/2013		\$80,935		

Drainage				
Revenues	\$48,220	\$238,319	\$566,500	42.07%
Operating Expenditures	\$38,510	\$160,262	\$528,722	30.31%
Capital Expenditures	\$0	\$36,227	\$72,750	49.80%
Total Expenditures	\$38,510	\$196,489	\$601,472	32.67%
Unrestricted Cash Beginning of Year		\$84,745		
Fund Balance estimate 11/30/2013		\$126,575		

Telecommunications				
Revenues	\$16,745	\$103,722	\$439,400	23.61%
Contractual obligations	\$29,801	\$84,367	\$439,400	19.20%
Total Expenditures	\$29,801	\$84,367	\$439,400	
Unrestricted Cash Beginning of Year		\$14,850		
Fund Balance estimate 11/30/2013		\$34,205		

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/17/2013**

Item No. 6.

Short Title: Mayor's Report

Initiated By:

Scheduled Time: 7:45

SUBJECT

- a. Update re: transportation funding for streets maintenance

RECOMMENDATION

BACKGROUND

- a. Mayor Russell may report on his contacts with State Legislators about the local option fuel tax proposed by the Utah League of Cities and Towns.

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/17/2013

Item No. 7.

Short Title: City Manager's Report

Initiated By: City Manager

Scheduled Time: 7:50

SUBJECT

- a. List of 2013 and 2014 projects and issues
- b. Regional transportation planning process

RECOMMENDATION

BACKGROUND

a. The City Manager traditionally has prepared at the end of every calendar year a list of projects and issues the City Council has dealt with during the past year, as well as a list of projects and issues anticipated in the upcoming year. The elected officials seem to appreciate having this summary of what has been accomplished in the past year. The lists will be attached as soon as the City Manager has prepared these--hopefully prior to Tuesday night's meeting.

b. The City Manager will report on arrangements being made for the Feb. 4 community open house regarding the draft version of the 2015-2040 Regional Transportation Plan, and in particular, the Mass Transit section. Council members will also be asked if they want to attend a meeting relating to this draft plan which will be held on Feb. 3 at the Bountiful City Hall, from 3 to 5 p.m. This is a meeting for public officials, not the general public. WFRC would like to know who will be attending.

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/17/2013**

Item No. 8.

Short Title: Miscellaneous Business

Initiated By:

Scheduled Time: 7:55

SUBJECT

RECOMMENDATION

No specific items are shown under this heading.

BACKGROUND

CENTERVILLE CITY COUNCIL

**Staff Backup Report
12/17/2013**

Item No. 9.

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

Initiated By:

Scheduled Time: 8:00

SUBJECT

RECOMMENDATION

At this time the City Manager is not aware of a need for a closed meeting, but the agenda allows for that possibility.

BACKGROUND

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/17/2013

Item No. 10.

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

Initiated By:

Scheduled Time: 8:00

SUBJECT

RECOMMENDATION

Mayor Russell may recommend appointments to city boards or committees. However, he may defer these appointments to the new Mayor and Council.

BACKGROUND

CENTERVILLE CITY COUNCIL

Staff Backup Report 12/17/2013

Item No.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

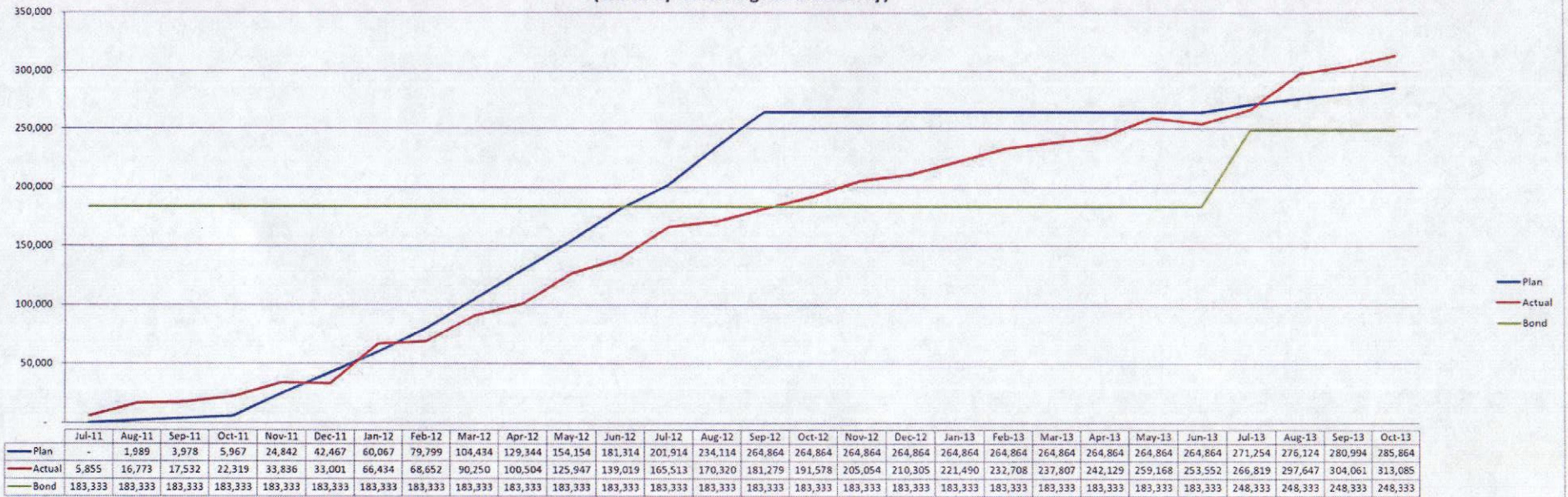
BACKGROUND

ATTACHMENTS:

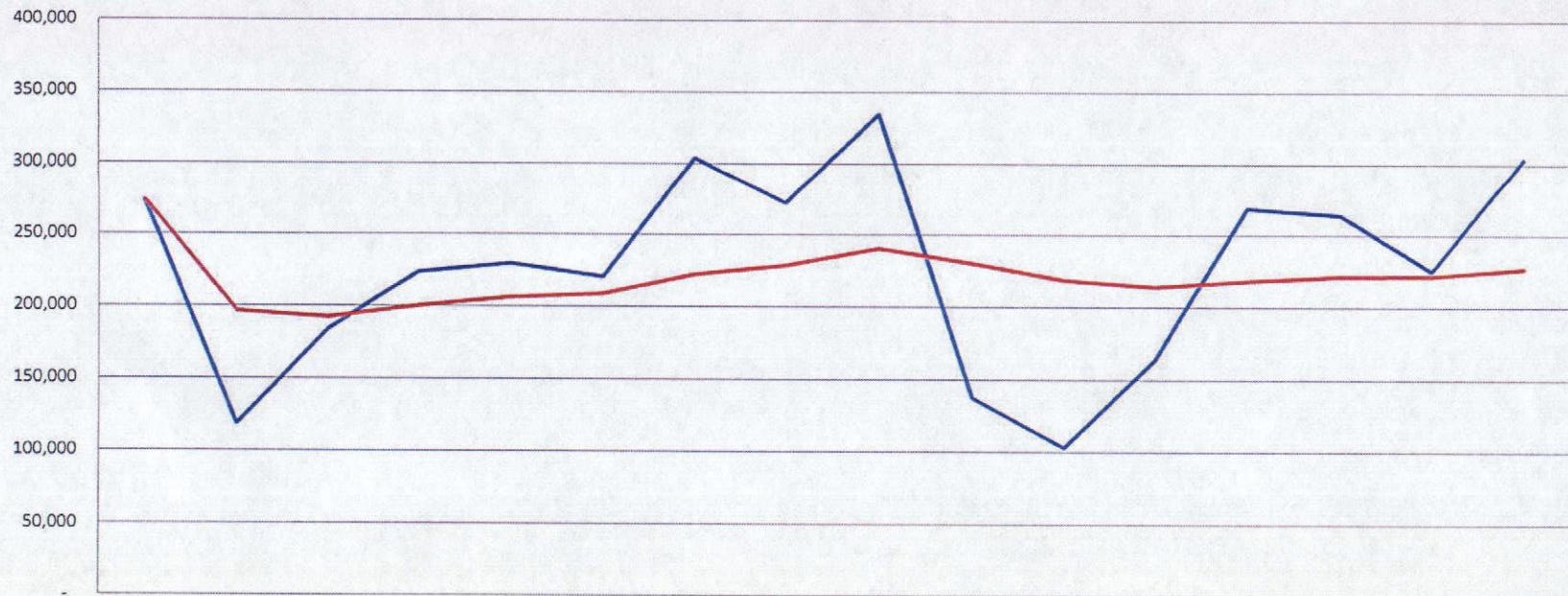
Description

- ☐ UJA/UTOPIA October financial reports
- ☐ Newspaper article - No shockers in 2014 Davis County budget

UIA Revenue v. Plan and Bond Obligation thru October 2013
(Monthly Recurring Revenue Only)

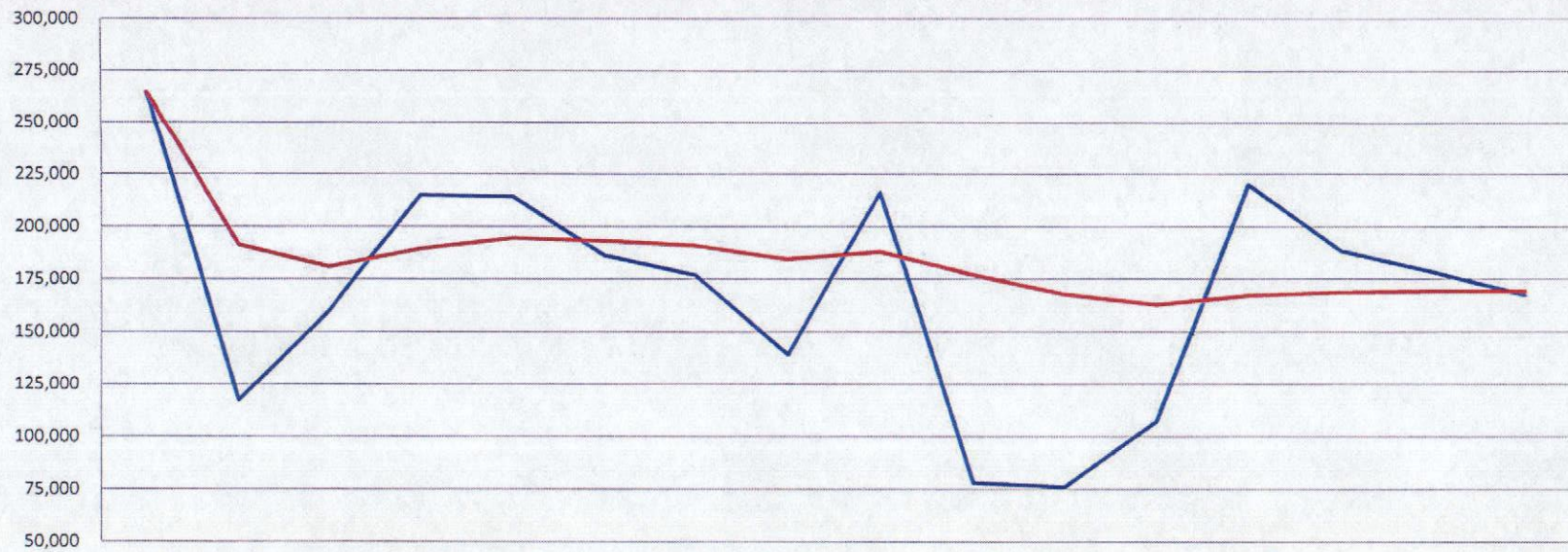


UTOPIA OPEX Shortfall



	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13
Shortfall	273,397	118,809	184,145	223,726	229,538	220,525	303,555	272,036	334,922	137,293	102,799	163,445	268,348	263,681	224,543	302,965
Rolling Average	273,397	196,103	192,117	200,019	205,923	208,357	221,957	228,217	240,073	229,795	218,250	213,683	217,888	221,159	221,384	226,483

UTOPIA Adj OPEX Shortfall (Excludes Litigation)



	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13
Adj Shortfall	264,686	117,382	159,748	215,065	214,223	186,184	176,673	139,155	216,003	77,918	75,969	107,129	219,702	188,271	178,296	167,246
Adj Rolling Average	264,686	191,034	180,605	189,220	194,221	192,881	190,566	184,139	187,680	176,704	167,546	162,511	166,910	168,436	169,094	168,978

UTOPIA

Actual vs Budget

	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	Jan-13	Feb-13	Mar-13	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13
Revenue																
Recurring	369,333	389,455	382,687	396,417	394,441	402,314	397,780	402,071	387,035	406,820	417,468	309,913	371,324	366,874	366,789	363,949
Install	5,656	15,102	(1,150)	1,750	-	-	-	-	72,650	1,050	350	300	1,050	1,400	-	(250)
UIA IRU	54,583	54,583	54,583	54,583	54,583	172,479	76,131	76,461	76,732	77,669	77,759	78,204	79,593	79,321	79,965	80,871
Total Revenue	429,572	459,140	436,120	452,751	449,024	574,793	473,911	478,532	536,417	485,539	495,579	388,417	451,957	450,595	436,754	444,570
Administrative Expense																
Wages / Benefits	418,710	347,411	354,069	363,904	378,281	375,946	357,071	362,381	542,567	327,335	351,906	273,770	376,040	339,568	336,832	308,629
Advertising	1,244	1,153	1,500	1,100	1,300	1,300	1,300	1,200	-	1,300	2,500	1,300	1,300	(200)	1,300	2,560
Dues / Memberships	100	25	25	50	25	25	52	35	35	25	25	25	25	25	25	25
Supplies	868	464	980	1,565	510	1,021	512	562	507	298	652	580	696	707	672	1,258
Licenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	422
Training / Seminars	19	1,151	-	-	200	250	-	-	-	250	-	-	-	625	50	-
Travel	3,648	1,246	87	2,384	1,822	922	778	272	472	1,729	5,432	6,877	585	7,024	14,378	3,258
Meeting Expense	458	613	618	1,518	754	977	520	195	672	1,536	206	194	700	1,747	1,239	410
Bank Service Charges	159	140	154	142	154	819	787	859	874	765	886	826	915	828	801	824
Telecom Expense	4,679	7,787	1,680	20,314	6,596	8,227	13,401	7,973	3,169	5,028	4,352	4,951	5,939	2,330	3,766	9,868
Computer Expense	13,904	11,936	22,198	12,233	21,989	11,199	6,864	6,294	4,049	5,568	2,472	-	2,023	4,231	2,521	6,211
Bad Debt Expense	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	18,126	10,830	6,001	17,287	15,843	16,222	21,921	15,602	21,127	24,952	8,417	9,655	16,291	16,291	16,291	16,291
Equipment	592	327	60	4,273	964	925	1,148	873	1,746	1,356	1,672	566	862	3,724	4,078	5,197
Vehicle Expense	5,492	3,127	8,600	7,336	11,734	8,823	(5,027)	3,102	4,177	6,261	4,177	5,633	8,425	7,796	4,148	4,851
Occupancy	14,019	13,634	14,384	14,162	13,634	13,634	13,871	13,889	14,632	13,889	14,659	14,994	14,072	13,899	13,899	13,899
Utilities	3,513	4,838	1,055	6,023	3,433	3,971	5,668	4,165	3,675	3,402	3,759	6,180	4,070	5,718	6,307	4,469
Less Install costs to be cap'd	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Admin Expenses	485,532	404,683	411,421	452,291	457,239	444,262	419,076	417,412	597,852	393,824	400,566	325,541	431,921	404,314	407,747	377,749
Professional Services																
Accounting	2,000	2,000	2,000	2,000	2,000	2,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Payroll / HR	1,425	1,157	687	1,102	822	1,137	712	2,142	814	489	848	1,171	955	1,532	1,648	806
Public Relations	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	-	-	-	-	-	-	-	-
IT Support	-	-	-	-	(1,125)	-	-	-	(9,960)	-	-	-	-	-	-	-
Legal	19,712	12,427	35,397	19,661	26,315	45,341	137,883	143,881	129,920	70,375	37,830	67,317	79,302	93,419	57,247	158,558
Lobbyists	6,000	10,500	16,500	20,500	16,500	16,500	14,500	21,000	23,772	17,000	18,000	3,250	14,000	13,750	13,500	13,000
Consulting	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Labor	9,804	5,700	6,110	9,369	8,050	4,475	3,742	1,000	2,810	2,168	4,830	500	(7,368)	9,415	10,214	12,119
Professional Services	43,941	36,785	65,694	57,633	57,562	74,453	164,837	176,623	155,356	93,031	64,506	75,238	89,889	121,117	85,609	187,484
Total Agency Expense	529,473	441,467	477,115	509,923	514,801	518,715	583,914	593,435	753,208	486,855	485,972	400,778	521,811	525,431	493,356	565,233
Network Management																
Asset Management	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Head End	34,175	22,846	22,541	26,612	33,553	32,710	34,253	34,782	36,593	29,397	25,995	16,423	31,097	34,538	29,549	31,353
Field Maintenance	75,338	42,235	51,580	46,781	58,825	154,829	59,371	46,426	38,215	47,490	40,613	12,170	90,524	78,791	63,080	80,943
Electronic Maintenance	12,509	13,914	10,963	10,963	15,963	24,621	9,753	13,600	(1,570)	4,492	3,708	10,000	13,490	14,716	13,235	11,495
Colocation Fees	28,467	33,581	34,145	49,807	23,379	31,379	49,994	38,011	30,683	25,231	33,597	12,491	38,025	38,025	23,025	32,167
Interconnect Fees	12,987	13,886	13,900	21,462	21,478	22,500	13,978	13,906	(545)	14,205	14,229	-	14,199	13,649	16,908	15,946
Easements	10,020	10,020	10,020	10,929	10,565	10,564	26,204	10,407	14,754	15,161	15,161	-	11,159	9,125	22,142	10,397
Subscriber Connections	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Network Management	173,497	136,482	143,150	166,554	163,782	276,603	193,553	157,132	110,131	135,977	133,303	151,084	198,494	188,845	167,940	182,302
Total Operating Expenses	702,970	577,950	620,265	676,477	678,582	795,319	777,466	750,567	871,339	622,832	598,275	551,863	720,305	714,276	661,296	747,535
Operating Profit (Loss)	(273,397)	(118,809)	(184,145)	(223,726)	(229,538)	(220,525)	(303,555)	(272,036)	(334,922)	(137,293)	(102,799)	(163,445)	(268,348)	(263,681)	(224,543)	(302,965)
Other Income / Expense																
Depreciation	377,496	377,496	377,496	377,186	377,186	377,186	377,186	377,186	376,745	376,745	376,745	1,576,000	389,195	376,621	401,373	388,692
Misc Expense	43	79	-	(6,000)	-	-	-	(250)	-	-	-	-	-	-	-	-
Interest Income	-	(0)	-	-	-	-	-	(19)	(38)	(19)	(19)	(19)	(19)	(19)	(19)	(19)
Other Income	482,948	(812,815)	(591,929)	(383,553)	(752,312)	(860,948)	(777,695)	(675,245)	(433,167)	(649,621)	(949,393)	(404,693)	(456,198)	(271,980)	(51,619)	(551,261)
Interest Expense	1,070,413	1,070,413	1,070,413	1,070,413	1,070,413	1,071,552	1,070,413	1,070,413	1,073,831	1,070,413	1,070,413	1,070,413	1,031,388	1,091,388	1,091,388	1,091,388
Amort Bond Issue Costs	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161	9,161
Total Other Income / Expense	1,940,082	644,335	865,142	1,067,208	704,449	596,951	679,065	880,247	1,026,933	396,679	506,907	2,250,863	1,033,528	1,205,172	1,450,285	937,962
Net Income	(2,213,459)	(763,144)	(1,049,286)	(1,290,934)	(933,987)	(817,477)	(882,620)	(1,152,283)	(1,361,455)	(943,972)	(609,706)	(2,414,308)	(1,301,876)	(1,468,853)	(1,674,828)	(1,240,927)
Operating Profit (Loss)	(273,397)	(118,809)	(184,145)	(223,726)	(229,538)	(220,525)	(303,555)	(272,036)	(334,922)	(137,293)	(102,799)	(163,445)	(268,348)	(263,681)	(224,543)	(302,965)
Adjustments																
Legal	8,712	1,427	24,397	8,661	15,315	34,341	126,883	132,881	118,920	59,375	26,630	56,317	48,646	75,410	46,247	135,719
Oper Profit (Loss) adj for Litigation	(264,686)	(117,382)	(159,748)	(215,065)	(214,223)	(186,184)	(176,673)	(139,155)	(216,003)	(77,918)	(76,169)	(107,129)	(219,702)	(188,271)	(178,296)	(167,246)

Finance Committee Report (Unaudited)
UIA
October 2013 (33.33% of Budget)

	<u>Current Month</u>	<u>Year to Date</u>	<u>FY14 Budget</u>	<u>% of Budget</u>
Revenue				
Recurring	\$ 313,085	\$ 1,181,612	\$ 3,358,088	35.19%
Install	14,206	134,741	-	
Interest Income	6,637	14,648	25,000	58.59%
Other Income	-	56	-	
Total Revenue	<u>\$ 333,928</u>	<u>\$ 1,331,057</u>	<u>\$ 3,383,088</u>	39.34%
Operating Expenses				
Administrative Expense	\$ 42,127	\$ 65,748	\$ 470,000	13.99%
Professional Services	1,500	6,500	22,463	28.94%
Network Management	26,288	101,406	353,055	28.72%
Misc. Expense	-	-	-	
Total Operating Expenses	<u>69,915</u>	<u>173,654</u>	<u>845,518</u>	20.54%
Debt Payments				
IRU Capital Lease Interest	36,390	151,606	417,419	36.37%
Interest Expense	165,684	636,148	1,926,061	33.03%
Principal (1)	685,000	685,000	685,000	100.00%
Total Bond Payments	<u>887,073</u>	<u>1,472,954</u>	<u>3,028,480</u>	48.64%
Total Expenditures	<u>\$ 956,988</u>	<u>\$ 1,646,608</u>	<u>\$ 3,873,998</u>	42.50%
Use/Contribution to Fund Balance (Revenues Over/Under Expenditures)	(623,060)	(315,551)	(490,910)	

(1) Annual Principal payment made each October

Note: Total Expenditures does not include depreciation or amortized bond costs (which are not-cash items)

Finance Committee Report (Unaudited)
UTOPIA
October 2013 (33.33% of Budget)

	<u>Current Month</u>	<u>Year to Date</u>	<u>FY14 Budget</u>	<u>% of Budget</u>
Revenue				
Recurring	\$ 363,949	\$ 1,461,935	\$ 4,701,000	31.10%
Install	(250)	2,200	-	
UIA IRU	80,871	319,740	1,008,055	31.72%
Interest Income	19	74	-	
Other Income	551,261	1,331,058	600,000	221.84%
Total Revenue	<u>\$ 995,849</u>	<u>\$ 3,115,007</u>	<u>\$ 6,309,055</u>	49.37%
Operating Expenses				
Administrative Expense	\$ 377,749	\$ 1,621,732	\$ 4,876,727	33.25%
Professional Services	187,484	484,099	760,700	63.64%
Network Management	182,302	737,582	2,257,160	32.68%
Misc. Expense	-	-	-	
Total Operating Expenses	<u>747,535</u>	<u>2,843,413</u>	<u>7,894,587</u>	36.02%
Bond Payments				
Interest Expense	1,091,388	4,365,552	13,215,000	33.03%
Principal	-	-	-	
Total Bond Payments	<u>1,091,388</u>	<u>4,365,552</u>	<u>13,215,000</u>	33.03%
Total Expenditures	<u>\$ 1,838,923</u>	<u>\$ 7,208,965</u>	<u>\$ 21,109,587</u>	34.15%
Use/Contribution to Fund Balance (Revenues Over/Under Expenditures)	(843,074)	(4,093,958)	(14,800,532)	

Note: Total Expenditures does not include depreciation or amortized bond costs (which are not-cash items)

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But soccer fields and a new library in Kaysville will be built.

More Stories from Utah

From Around the Web

No shockers in 2014 Davis County budget

 standard.net/stories/2013/11/15/midweek-ke-5-10-midweek-journal-budget

FARMINGTON -- Either freezing temperatures or conservative budgeting practices kept most residents away, as the Davis County Commission adopted a \$104.8 million budget for 2014 that includes no tax increases, cost of living raises or new hires.

But soccer fields and a new library in Kaysville will be built.

The 2014 budget reflects a \$1 million increase in operating expenditures over this year's current budget due to fund reserves, Davis County Clerk/Auditor Steve Rawlings said.

Only one county resident spoke at the 25-minute public hearing Tuesday night at the county administrative offices. That resident requested the commission remain frugal in its spending and keep those on fixed incomes in mind, Rawlings said.

Everyone else who attended the hearing was either a county employee, a spouse of a county employee or in one instance a friend of a county employee, Rawlings said.

"Needless to say, we were able to get our message out," Rawlings said of the tight budget that was reviewed by several residents prior to Tuesday's hearing as a result of the county making it available both in hard copy at the courthouse and online on the county's website.

The owner of an average residence in Davis County, based on a \$216,000 market value home, condo or townhouse, will pay about \$1,660 in total property taxes, county Director of Finance and Auditing Curtis Koch said.

Of that amount, Davis County receives 17 percent of the total, while the Davis School District receives 61 percent, Koch said.

The 2014 county budget also includes no tax increase or cost of living adjustment for the county's 870 full-time workers, according to officials.

The budget does include a zero to 3 1/2 percent merit pay increase for employees receiving high marks on their annual evaluations, Rawlings said. In prior years the merit pay increases have averaged a 2 percent increase, he said.

Elected officials are not eligible for merit pay increases.

"Davis County has had relatively flat operating budgets for the past four years," Koch said. "The economic downturn has certainly contributed with the slowdown in the economy," he said.

Some of the larger expenses budgeted for 2014 include the completion of the soccer fields at the Legacy Events Center in west Farmington at a cost of \$750,000; and the first phase of the construction of the new county library branch in Kaysville.

"(The Kaysville library) will take up about \$1.8 million of capital expenditures (this year), with the library being funded by fund reserves that have already been accumulated," Rawlings said.

The county will budget and spend another \$2.2 million on the same library project in 2015, in completing its construction and purchasing fixtures, furnishings and equipment for it, Koch said.

The total cost for the library is not to exceed \$4 million, Koch said.

The 2014 budget also does not include any additional new hires for the second consecutive year, Rawlings said.

Contact reporter Bryon Saxton at 801-625-4244 or bsaxton@standard.net, or follow him on Twitter at [@BryonSaxton](https://twitter.com/BryonSaxton).

More Stories from Utah