CENTERVILLE CITY

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

Incorporated in 1915

interoffice MEMORANDUM

to:	Mayor Cutler City Council
cc:	Department Heads Planning Commission
from:	Steve H. Thacker, City Manager S. Thacker
subject:	City Manager's Summary of January 21, 2014 Council Meeting
date:	January 17, 2014

5:30 **Work Session with Legislators representing Centerville City** – Following a pattern established in prior years, the City Council will meet in a work session with the three State Legislators representing Centerville to discuss potential legislation in the upcoming session that may affect cities. Those Legislators are Senator Stuart Adams, Senator Todd Weiler and Representative Roger Barrus. While eating dinner with the City Council, the Legislators will be invited to share their thoughts about the upcoming session, legislative priorities, etc. The City Council will also share with the Legislators their thoughts and opinions regarding legislative issues affecting cities. Per the Mayor's request, the City Manager is drafting a summary of several issues of concern to Centerville. This will be provided to the Council prior to the work session Mayor Cutler would also like to update the Legislators regarding UTOPIA matters.

7:00 **Regular City Council meeting**

D. **Open Session** – At this point in the meeting—before hearing comments from the public—the Mayor and City Council will recognize and express thanks to Tamilyn Fillmore and Steven Markham for their service on the Planning Commission. This will be followed by the normal opportunity for citizens to address the City Council about any subject of municipal concern.

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

E.2. **Pipeline Crossing Agreements for Lund Lane drainage** – In connection with the Woods Park PDO (a residential development to be constructed at Lund Lane and the Frontage Road), the developer entered into an agreement with the City pertaining to the construction of a drainage culvert under the railroad tracks. For the past several months, staff have been seeking permits from Union Pacific Railroad and the Utah Transit Authority for the construction of this drainage pipeline. Those agreements are now ready for Council approval. The construction contract for this project will be awarded in a future meeting. The cost of the culvert is being shared between the developer and Centerville City.

E.3. **Funding request from Centennial Book Committee** – In 2012 Mayor Russell appointed a Committee to prepare and publish an historical book about Centerville for sale in 2015 during the City's Centennial Celebration (i.e., as an incorporated municipality). The Council has been aware for some time that the Committee will need funding for this project. $10,000 is being requested initially with the anticipation of another $10,000 next fiscal year. The remainder of the funds needed for this project (estimated another $25,000) is expected to be raised from donations and book sales.

E.4. **Discuss HB 76 from 2013 Legislative Session** – This matter is on the agenda at the request of Council members Wright and Ivie. This request came after comments by someone during open session in the December 3, 2013 Council meeting. The staff report describes the involvement of Centerville's Police Chief in opposing that legislation, which may be one of the concerns to be addressed by these Council members.

E.5. **Legacy Crossing Development Agreement Amendments** – The Development Agreement between the City and the developers of Legacy Crossing needs to be amended to accommodate changes to the Master Site Plan, parking, etc. for the development of the Lot 4 Amended Subdivision. This includes amendments to the Legacy Crossing Declaration of Parking and Cross Access Easement affecting the same property.

E.6. **Ordinance correcting revisions to Zoning Ordinance** – As explained in the staff report, in 2009 the City Council approved amendments to Section 12-041-060 of the Zoning Ordinance. However, staff recently discovered that some of the revisions as proposed by staff at the meeting and approved by the City Council did not get incorporated into the published version of the Zoning Code. Since so much time has passed, the City Attorney recommends the Council ratify those earlier revisions.

E.7. **Discuss policies and guidelines for conducting Council business** – This topic was on the January 7 meeting agenda but due to a lack of time was not completed. The unfinished items have been carried forward to this meeting, including review of the existing policies for conducting electronic meetings and approval of minutes, as well as a review of guidelines for dealing with the news media and Council/Staff relations. City Attorney Lisa Romney will also recommend training topics for the City Council for the coming year.

E.8. **Financial Report** – Blaine Lutz, Finance Director, has prepared the enclosed financial report for the six-month period ending December 31, 2013.

E.9. **Mayor's Report** – Mayor Cutler will report on subjects discussed at the first meeting he attended of the South Davis Metro Fire Agency. He will also report on his efforts to find volunteers to head up the July 4th celebration and the response to the invitation for other volunteers for various City committees.

Finally under Mayor's Report, Mayor Cutler and Blaine Lutz will team up to provide an update on the UTOPIA/UIA finances and the latest information about the study underway of a potential public private partnership between UTOPIA and Macquarie for build out of the fiber optic network in UTOPIA cities.

E.10. **City Manager's Report** – I have prepared a proposed outline for the upcoming transportation open house and presentation on February 4 based on input from Council members Fillmore and Ivie and the three entities involved in those events—WFRC, UTA and UDOT. I would like the Council to review the proposed outline and give me further direction before finalizing preparations.

E.11. **Miscellaneous Business** – As required by State law, following each municipal election the City Council is to appoint a City Recorder and Treasurer. The Mayor and I recommend reappointment of Marsha Morrow and Jolene Jackson, respectively, to these positions. I am also recommending the City Council accept UDOT's offer for purchase of City property needed for the Main and Parrish Intersection Project. I may recommend the Council go into a closed session for a portion of this discussion.

E.12. **Closed meeting, if necessary** – As just explained, I may recommend a closed meeting for the purpose of selling City property.

E.13. **Possible action following closed meeting** – This possible action could include a motion pertaining to the sale of City property to UDOT.

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

- Open House re 2015-2040 Regional Transportation Plan – Mass Transit (5:00 – 7:00 p.m.)
- Presentations from UDOT/UTA/WFRC re transportation plans and projects
- Request for extension of Woods Park PDO
- Public hearing – Rezone - Community Park Expansion
- Public hearing – Zoning Text Amendment re noticing & public hearings
- RDA meeting – appoint two reps to ACB of Davis Center for Performing Arts
- Actions relating to construction of Main & Parrish Intersection Project

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, JANUARY 21, 2014 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: http://centervillepublic.novusagenda.com/.**

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

5:30 Work Session with Legislators representing Centerville City

7:00 **A. ROLL CALL**

(See City Manager's Memo for summary of meeting business)

B. PLEDGE OF ALLEGIANCE

C. PRAYER OR THOUGHT

Councilman Lawrence Wright

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.**

(1) Presentation to outgoing Planning Commission members Tamilyn Fillmore and Steven Markham
(2) Comments from the public

E. **BUSINESS**

7:10 1. **MINUTES REVIEW AND ACCEPTANCE**

January 7, 2014 Swearing-In Ceremony and January 7, 2014 meeting

(OVER)

7:15 2. Pipeline Crossing Agreements for Lund Lane drainage culvert

a. Consider Agreement between the City and Utah Transit Authority for construction and operation of 36" pipeline under the UTA right-of-way adjacent to the Union Pacific railroad tracks at approximately Lund Lane
b. Consider Agreement between the City and Union Pacific Railroad Company for construction and operation of 36" pipeline under the Union Pacific railroad tracks at approximately Lund Lane

7:25 3. Consider funding request from Centennial Book Committee

7:35 4. Discuss HB 76 from 2013 Legislative Session, including participation in the legislative process by City Officials

7:50 5. Legacy Crossing Development Agreement and Easement Amendments

a. Consider amendments to the Legacy Crossing Development Agreement regarding master site plan, fencing, drive aisles and parking, as related to development of the Lot 4 Amended Subdivision
b. Consider amendments to the Legacy Crossing Declaration of Parking and Cross-Access Easement regarding on-site parking requirements for lots within the Lot 4 Amended Subdivision

8:00 6. Ordinance correcting revisions to Section 12-41-060 of Zoning Ordinance
Consider Ordinance No. 2014-01 ratifying amendments to Section 12-41-060 of the Zoning Ordinance regarding mixed commercial uses in Planned Development Overlay Zone

8:10 7. Discuss policies and guidelines for conducting Council business and interactions with staff

8:30 8. Financial Report for period ending December 31, 2013

8:40 9. Mayor's Report

a. Fire Agency Update
b. July 4th Celebration
c. Response to volunteer opportunities
d. UTOPIA/UIA update

9:10 10. City Manager's Report

a. Proposed agenda for February 4 Transportation open house and presentation

9:20 11. Miscellaneous Business

a. Reappointment of City Recorder & Treasurer - Consider Resolution No. 2014-06
b. Accept UDOT offer for purchase of City property needed for Main & Parrish Intersection Project

9:30 12. Closed meeting, if necessary, for reasons allowed by state law , including, but not limited to, the provisions of Section 52-4-205 of the Utah Open and Public Meetings Act, and for attorney-client matters that are privileged pursuant to *Utah Code Ann.* § 78B-1-137, as amended

9:30 13. 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
1/21/2014

Item No.

Short Title: Work Session with Legislators Representing Centerville City

Initiated By:

Scheduled Time: 5:30

SUBJECT

RECOMMENDATION

BACKGROUND

Date: January 20, 2014

To: Mayor Cutler
Council Members

From: Steve Thacker, City Manager

Subject: Legislative Issues for Work Session with State Legislators Representing Centerville

I have provided the information below about potential legislative issues affecting municipalities, which you might want to discuss with our three State Legislators (Barrus, Weiler and Adams) in the Tuesday work session. Mayor Cutler will manage the work session time and agenda, so the topics below may not be addressed in the order shown—other than the first one due to an accommodation for Roger Tew, whom the Mayor has invited for the first part of the meeting.

Broadband discussions between ULCT and Legislature

At a ULCT Legislative Policy Committee (LPC) meeting last fall, Senator Howard Stephenson spoke to the LPC about the impact of a speech given by Kevin Lo, Google Fiber General Manager, at the ULCT annual conference in September. Senator Stephenson admitted to the LPC that he concluded—based on Mr. Lo's remarks—that the State and cities need to be taking actions that would encourage the deployment of "fiber to the premises". He did not elaborate at the time on what this might mean, in his mind, but he agreed to engage in discussions with the ULCT about the possibilities. Roger Tew, a ULCT lobbyist and Centerville resident, has been invited by Mayor Cutler to attend the first part of this work session and brief all of us on the status of these discussions. Roger must leave by 6:15 p.m.

As a related matter, Mayor Cutler would like to update our Legislators on UTOPIA/UIA.

Internet Sales Tax

The ULCT pushed last year for the Legislature to take up this cause during the Interim, but apparently the Legislative committees assigned to this topic did not respond as desired by the ULCT. I recommend the City Council ask our Legislators their opinions on this matter. According to information I have read, the scope and magnitude of what is sold on-line increases year by year—without sales tax being collected in most cases--impacting the sales occurring in stores in Centerville and other Utah cities, thereby creating an equity issues and affecting the local sales tax collected for cities. I recommend you encourage our Legislators to address this matter—in concert with Congress and the other states—to make this a reality. **If there is any time to mention this before Roger Tew leaves the meeting, he could likely give us all the best recap of this effort since he has been involved directly in this subject as a ULCT lobbyist.**

Fuel Tax for Street Maintenance

The ULCT is continuing to meet with State Legislators about the need for more street maintenance funding statewide for cities. The current focus is on increasing the gasoline tax in some way that would benefit Utah local governments. Former Mayor Russell sent a letter to our three Legislators in December, expressing his support for the Legislature taking action to increase such funding for cities. Two of the current Council Members—Larry Wright and Stephanie Ivie—subsequently sent emails opposing an increase in the gas tax. Staff is not certain of the position of the new Mayor or other current Council Members, but recommends the City Council get behind this effort to increase gas tax funding for local streets. In staff's opinion, the gap between current funding and need in Centerville is too great to expect it can be closed by simply trimming the City's budget—unless the City Council is willing to reduce or eliminate some services/programs. I assume that will be a major focus of our annual budget process this spring. The paragraph below summarizes what has happened to Centerville's street maintenance expenditures compared to need in recent years. "Street maintenance expenditures" as used below includes all of the City's expenses related to street maintenance, including employees and equipment used for maintenance activities as well as the annual contracts for resurfacing and rebuilding roads.

Over a five-year period (FY 2008-FY 2012) Centerville's annual street maintenance expenditures averaged $1,819,068. Centerville's share of Class C Road Fund revenue during the same period averaged $481,430, or only 26 percent of average expenditures. The City's current 5-year Streets Maintenance Plan recommends the City increase spending on road maintenance by more than $500,000 per year due to the age and condition of the roads. Centerville's share of Class C Road Fund revenue, however, has not increased since FY 1998, fluctuating between approximately $450,000 and $500,000 per year. An analysis done last year revealed the City's cost for a ton of installed asphalt doubled in just the nine years between FY 2003 and FY 2012. In other words, the purchasing power of the City's Class C Road Fund revenue has been cut in half while the need has increased dramatically.

Senate Bill 153

Senate Bill 153—sponsored by Senator Stuart Adams and passed into law in 2013—has apparently surprised a number of cities, including Centerville, in how it is supposed to be implemented. In the past month or so Centerville staff have become aware of this impact and are scrambling to deal with it. It contains several provisions, but the one that surprised us and some other cities is the requirement that developers must now be allowed to install infrastructure to serve their projects *before recording the plat, and without depositing a bond with the city to assure the proper construction of such infrastructure.* Staff are working on revisions to the City's ordinances to harmonize with this new State law to accommodate current developers. As Centerville and other cities who were also surprised by the bill's impact move to implement this law, we may be discussing our concerns with the ULCT staff and asking for tweaks in the new State law. Apparently ULCT staff involved some cities in discussions about these legislative changes—and even addressed this bill in an LPC meeting during the Session—but at least some of cities, including Centerville, did not comprehend the impact of this particular provision regarding infrastructure. In the work session, we do not want to get bogged down on the details of this matter, but would like the City Attorney to have opportunity to alert our Legislators—and particularly Senator Adams—of this issue and its impact.

Other Issues from Council Members

In addition to those above, Council Members may have other issues they wish to discuss or mention at the work session. If you want the Mayor to be aware of these in advance, please contact him directly, or send to me with a request to forward to him. Thanks.

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No.

Short Title: (See City Manager's Memo for summary of meeting business)

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

D City Manager's Summary Memo of January 21, 2014 Council meeting

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No.

Short Title: Councilman Lawrence Wright

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No.

Short Title: (1) Presentation to outgoing Planning Commission members Tamilyn Fillmore and Steven Markham (2) Comments from the public

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

Express appreciation to Tamilyn Fillmore and Steven Markham for their dedicated service on the Planning Commission.

BACKGROUND

Mayor Cutler would like to recognize Tamilyn Fillmore and Steven Markham for their service on the Planning Commission. Tami severed for five years. She was first appointed on March 18, 2008 reappointed on March 18, 2011. Due to be elected as a Council member, she was unable to finish her second term. She also served as Chair of the Planning Commission for 2011.

Steven Markham was first appointed on December 19, 2006 to fill the remaining year of a three-year term through December 31, 2007. He was then reappointed on November 16, 2010. His second term expired on December 31, 2013.

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 1.

Short Title: Minutes Review and Acceptance

Initiated By:

Scheduled Time: 7:10

SUBJECT

January 7, 2014 swearing-in ceremony and January 7, 2014 meeting

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- January 7, 2014 Swearing-In Ceremony
- January 7, 2014 meeting

PRELIMINARY DRAFT

Centerville City Newly Elected Officials Swearing-In Ceremony held Tuesday, January 7, 2014 at 6:15 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Paul A. Cutler
Council Members	Ken S. Averett Tamilyn Fillmore John T. Higginson Stephanie Ivie Lawrence Wright
STAFF PRESENT	Steve Thacker, City Manager Jacob Smith, Management Assistant David L. Miller, Centerville Justice Court Judge Lisa Romney, City Attorney Marsha Morrow, City Recorder Katie Rust, Recording Secretary
WELCOME	Judge Miller
NATIONAL ANTHEM	Viewmont High Madrigals

SWEARING-IN CEREMONY

Following a welcome by Judge David Miller, comments were made by former Mayors Michael Deamer and Ronald Russell. Judge Miller conducted the swearing-in of Mayor Paul Cutler, and Council members Tamilyn Fillmore and Stephanie Ivie. Judge Miller counseled the newly elected officials to do justly, love mercy, and walk humbly as they fill their offices.

The ceremony ended at 6:40 p.m. with a musical number by the Viewmont High Madrigals.

______________________________ ____________________

Marsha L. Morrow, City Recorder Date Approved

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Katie Rust, Recording Secretary

Minutes of the Centerville **City Council** meeting held Tuesday, January 7, 2014 at 7:08 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

MEMBERS PRESENT

Mayor	Paul A. Cutler
Council Members	Ken S. Averett Tamilyn Fillmore John T. Higginson Stephanie Ivie Lawrence Wright
STAFF PRESENT	Steve Thacker, City Manager Jacob Smith, Management Assistant Cory Snyder, Community Development Director Lisa Romney, City Attorney Katie Rust, Recording Secretary
VISITORS	Interested citizens (see attached sign-in sheet)

PLEDGE OF ALLEGIANCE

PRAYER OR THOUGHT Mayor Paul A. Cutler

OPEN SESSION

Sherri Lyn Lindstrom – Ms. Lindstrom congratulated the new Mayor and Council members and expressed gratitude to the entire Council for the time they will spend to benefit the community. She commented that Centerville is a diverse community, and Council members represent the entire community. Ms. Lindstrom states she is confident the new Council will act with dignity and respect, and knows that every person in the room has the desire to act in the best interest of Centerville.

Rick Bingham – Mr. Bingham congratulated Mayor Cutler and Council members Fillmore and Ivie on their new positions. He expressed a concern that at the previous Council meeting Council members seemed unaware of where the UTOPIA financial statements were in their staff reports. He requested that UTOPIA be a primary agenda item for the new Council.

George McEwan – Mr. McEwan expressed concern that the nonprofit status of CenterPoint Legacy Theatre may be at risk due to an alleged event that took place in the course of the recent election campaigns. Mr. McEwan encouraged the City Council to open an investigation to find out who was responsible and why the situation took place so the City is ready to respond if an IRS investigation is instigated. He stated that policies and procedures should be put in place to ensure that City assets are not used inappropriately and placed at risk.

Lawrence Wright – Councilman Wright congratulated Mayor Cutler and Council members Fillmore and Ivie on their election.

Mark Gabriel – Mr. Gabriel encouraged citizens present to encourage others to get involved at City Council meetings and understand what issues are faced in the community. He stated he hopes the new Council will take a conservative stand on financial issues.

MINUTES REVIEW AND APPROVAL

The minutes of the Tuesday, December 17, 2013 Council meeting and closed meeting were reviewed. Councilman Higginson made a **motion** to approve both sets of minutes. Councilman Averett seconded the motion, which passed by unanimous vote (5-0).

PUBLIC HEARING – FINAL SUBDIVISION PLAT FOR KING COMMERCIAL DEVELOPMENT

Cory Snyder, Community Development Director, explained the application to subdivide property in the Parrish Park Subdivision to create three lots from two existing lots for the King Commercial Development. The intention is to keep the Subway building as it is, demolish the existing carwash, and build a Jiffy Lube, and a retail building that will include a Beans and Brews coffee shop. The Planning Commission has approved the final site plan and recommended approval of the final subdivision plat. Councilman Averett asked where the ingress/egress will be located. Mr. Snyder responded that the two existing entrances from Parrish Lane will remain, with a reconfiguration of the entrance in front of Subway to improve the turning radius. The proposed parking ratio complies with ordinance requirements, as does the proposed Beans and Brews drive-through capacity. Sufficient space has been allowed for a drive-through and two-way traffic. Councilman Averett asked about street lighting for the development. Mr. Snyder responded that the final site plan includes lighting compliant with current ordinance requirements. The developer has been informed that the City is in the process of considering the lighting issue.

The applicant, Eldon Haacke, stated that the final site plan exceeds the City's parking requirements, and driving areas will be widened to accommodate traffic. He added that UDOT has reviewed and approved the site plan. The final site plan reflects compliance with the UDOT recommendation that the Subway entrance be widened to line up with the Wal-Mart entrance across the street. The plan exceeds the City's landscaping requirements, and four street lights are planned. Councilwoman Ivie asked if there is confidence that sufficient demand exists for a coffee shop and Jiffy Lube to be successful. Mr. Haacke expressed he is confident demand exists.

At 7:43 p.m. Mayor Cutler opened a public hearing.

Lisa Sommer – Ms. Sommer commented that she has seen a long line of cars at the Starbucks drive-through in the past, and asked what will happen if more drivers wish to use the proposed Beans and Brews drive-through than it can accommodate.

Lee Skabelund – Mr. Skabelund commented that he feels the current Subway parking lot is tight, and asked if the tightness will be improved with the planned project.

The Mayor closed the public hearing at 7:45 p.m. Mr. Haacke responded to the comments, stating that the proposed coffee shop drive-through has space for more than five or six cars, with plenty of parking available. He added that the Subway parking entrance will be widened and will have a greater turning radius, as well as increased drive space near the garbage enclosure at the rear of the property.

Councilman Averett made a **motion** to approve the final subdivision plat for the King Commercial Development located on Lots 2 & 3 of Parrish Park Subdivision, with the following conditions and findings:

Conditions

1. The final subdivision plat shall be recorded with the Davis County Recorder's Office;
2. All subdivision fees (including professional service fees) shall be paid and all bonds posted for any on and off-site improvements.

Findings

1. The submitted plans clearly show the lots will meet all related criteria concerning a subdivision.
2. The plat indicates all the correct signature blocks and legal wordage for a review by the City Council.
3. The creation of the King Commercial Subdivision will not have any negative effects on the surrounding community.

Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).

COMPREHENSIVE ANNUAL FINANCIAL REPORT

City Manager Thacker introduced auditors Ed Erickson and Jeff Miles of Hansen, Bradshaw, Malmrose and Erickson, P.C. Mr. Erickson presented highlights of the Comprehensive Annual Financial Report for Centerville for the year ended June 30, 2013. Councilman Wright asked if the UTOPIA debt should be included as a liability on the City statements. Mr. Erickson explained that the City has an obligation to UTOPIA, but the UTOPIA bonded debt is a responsibility of UTOPIA and is reported on UTOPIA statements. Councilwoman Ivie asked if the Council has access to the UTOPIA 2013 audit. Mr. Erickson responded that the UTOPIA 2013 audit has been completed, but he is not sure when it will be publicly available. Mr. Thacker stated that the Council was given an electronic version of the UTOPIA 2012 audit last year, and staff will forward an electronic version of the 2013 audit to the Council when it becomes available. Councilwoman Fillmore asked if the UTOPIA audit could be included on a future agenda, with UTOPIA representatives invited to comment and answer questions.

Jeff Miles stated that the City was found to use straight-forward accounting. Compared to the 2012 Audit, the City's net position has increased; debt has decreased; and the City is moving in a positive financial direction, with a sufficient rainy-day fund. Mr. Erickson complimented the Council and finance staff on the City's reaction to recent economic downturns. City Manager Thacker expressed appreciation to Jolene Jackson and the entire finance staff.

Councilman Averett made a **motion** to accept the Comprehensive Annual Financial Report, including the audit report for the fiscal year ending June 30, 2013. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).

Mayor Cutler suggested that item 6 on the agenda be the next item of discussion. Councilwoman Fillmore made a **motion** to move item 6 on the agenda to before item 4. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).

PROPOSAL TO CREATE A TRANSPORTATION COMMITTEE

Mayor Cutler explained a suggestion made by Councilwoman Fillmore to form a Transportation Advisory Committee. The purpose of the Committee would be to facilitate more citizen involvement in transportation planning and design. The suggested make-up of the Transportation Committee would be: 1 City Council member, 1 Planning Commission member, 1 Trails Committee member, and citizens with varied transportation interests, with City staff support possibly provided by the Community Development Director. Councilman Averett requested the opinion of the Community Development Director. Cory Snyder, Community Development Director, commented that transportation is a complex issue that should not be limited to a Planning Department perspective. Mr. Snyder recommended, and Mr. Thacker agreed, that staff could facilitate meetings, but would not serve on the Committee. Councilwoman Ivie stated she is not in favor of forming a Transportation Committee. She expressed concern that the more levels of bureaucracy that exist the more removed citizens feel from an issue. Councilwoman Ivie feels community members are interested and will attend Council meetings to get information and express opinions. Mayor Cutler responded that the suggestion of a Transportation Committee is an attempt to involve citizens. Councilwoman Ivie stated she feels it would limit input to a few citizens. Councilman Higginson asked if there would be enough work to keep a Committee busy. Councilwoman Ivie stated she thinks it would be overkill to have a standing committee when citizen input on specific issues can be collected at open houses and City Council meetings. Councilman Wright agreed with Councilwoman Ivie.

Mayor Cutler stated he debated whether a Transportation Committee should be a one-time occurrence or ongoing. Councilman Higginson suggested the Council postpone a decision and further explore the options and need for a Transportation Committee. Councilwoman Fillmore stated she does not have a problem with waiting. She feels a citizen committee is the opposite of a bureaucratic body. It gives an opportunity to citizens who want a chance to be involved. In response to the question of adequate material to keep a committee busy, she stated change and exterior pressures are never ending. If the City does not take the time to prepare a response to those exterior pressures, the results may be undesirable. The opinions collected at open houses inform the Council of what citizens do not want to have happen. The next step is formulating what the City does want to have happen. Her intent in suggesting the Transportation Committee is to allow the citizen voice to be part of the discussion in a more committed way. Councilwoman Fillmore feels that if the training and discussion is not done by a Transportation Committee, more time should be dedicated to transportation by the Council or the Planning Commission. A committee would do the leg work and bring suggestions to the Council.

Councilman Wright expressed the opinion that a transportation committee would not be successful. He suggested continuing with procedures followed in the past. Councilwoman Ivie agreed that the City is exposed to external pressures. She is concerned with the influence some of the external pressures would have over a committee. Councilwoman Ivie said she does not like the idea of a limited number of citizens being involved. She would like to see the whole citizenry involved. Councilwoman Ivie advised that the Council take the initiative to receive the training and then make sure citizens are informed. Councilman Wright agreed with Councilwoman Fillmore that there are many issues that should be discussed. He suggested integrating those issues in the Council's goal-setting discussions. Councilwoman Fillmore commented that during the goal-setting process, the Council may find issues for which a temporary committee could do the ground work and make recommendations for Council consideration.

The Council took a short recess at 9:00 p.m. and returned at 9:10 p.m.

APPOINTMENTS

The Council discussed positions needing to be filled by citizens on various City boards and committees. Councilman Wright asked if Council members are allowed to serve, not just as liaisons, but as members of the boards and committees. Lisa Romney, City Attorney, responded it is not prohibited, but not recommended since the boards and committees are meant to make recommendations to the Council. Councilwoman Ivie suggested that as a positive public relations effort, the Council hold-off on making appointments and announce the positions available on the City website. Councilman Averett responded he does not think that would be fair to those who already expressed interest and submitted applications. Mayor Cutler stated he would prefer not to postpone appointments to the Planning Commission. The Mayor stated that he reviewed six applications and is confident in the candidates he is recommending for the Planning Commission. Council members Averett, Fillmore, and Wright expressed support for moving forward with the Planning Commission appointments.

Mayor Cutler recommended appointing Logan Johnson and Gina Hirst to the Planning Commission. Councilman Wright made a **motion** to appoint Logan Johnson and Gina Hirst to fill the two open seats on the Planning Commission. The motion was seconded by Councilwoman Ivie and passed by unanimous vote (5-0). The Council decided that remaining positions will be posted on the City website.

The following Council member assignments were made:

- Councilman Wright made a **motion** to appoint Councilman Ken Averett to serve as Mayor Pro Tem for 2014. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).
- Councilman Wright made a **motion** to appoint Councilman Ken Averett to serve as liaison for the Emergency Management group and Chairman of the Citizen Corps Council. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).
- Councilman Wright made a **motion** to adopt Resolution No. 2014-02, appointing Mayor Paul A. Cutler as a member of the Board of Directors of the South Davis Metro Fire Agency representing Centerville City. Councilman Lawrence Wright will serve as the alternate member. The motion was seconded by Councilman Higginson, which passed by unanimous vote (5-0).
- Councilwoman Ivie made a **motion** to approve Resolution No. 2014-04 appointing Mayor Paul A. Cutler as Centerville City's representative to the Board of Directors of the Utah Infrastructure Agency. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).
- Mayor Cutler and Councilman Wright will discuss the possibility of Councilman Wright serving on the UTOPIA Board.
- Councilman Averett made a **motion** to appoint Mayor Cutler to represent the City on the CenterPoint Board. Councilman Higginson seconded the motion, which passed by majority vote (3-2), with Council members Averett, Fillmore, and Higginson in favor and Council members Ivie and Wright dissenting. Councilman Wright expressed concern over a potential conflict of interest with the Mayor serving on the CenterPoint Board as well as serving as Chair of the ACB and the RDA.
- Councilman Wright made a **motion** to adopt Resolution No. 2014-05, appointing Mayor Paul A. Cutler and Councilman Lawrence Wright as Centerville City's

representatives on the Administrative Control Board for the Davis Center for the Performing Arts. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0). Councilmen Averett and Higginson will be appointed as RDA representatives at the next RDA meeting.

- Councilman Wright made a **motion** to appoint Councilwoman Stephanie Ivie to represent the Council with the Trails Committee and the Landmarks Commission. The motion was seconded by Councilman Higginson and passed by unanimous vote (5-0).
- Councilwoman Ivie made a **motion** to appoint Councilwoman Tami Fillmore to represent the Council on the Parks and Recreation Committee as well as the South Davis Recreation District. The motion was seconded by Councilman Higginson and passed by unanimous vote (5-0).
- Councilman Wright made a **motion** to adopt Resolution 2014-03 appointing Councilman John Higginson to represent the City on the Wasatch Integrated Waste Management Board. The motion was seconded by Councilwoman Ivie and passed by unanimous vote (5-0).
- Councilman Wright will continue as liaison to the Whitaker Museum Board.
- Councilman Averett will continue as liaison to the Davis Chamber of Commerce.
- Mayor Cutler will serve on the Davis County Council of Governments (COG).
- Councilman Higginson will continue as liaison to the Davis County Mosquito Abatement Board.
- Councilman Higginson and Mayor Cutler will serve as representatives on the Legislative Policy Committee.

Mayor Cutler recommended that item 5 be moved to the end of the agenda. Councilman Wright made a **motion** to adjust the agenda to discuss item 5 last. Councilman Higginson seconded the motion, which passed by unanimous vote (5-0).

MAYOR'S REPORT

Mayor Cutler reported he has received training with the Fire District, and met with the Mayors elect of Farmington and Bountiful in an effort to establish good relations. Councilman Higginson expressed an interest in cooperation with neighboring cities to optimize purchasing power. City Manager Thacker commented that many City purchases occur under State contract.

CITY MANAGER'S REPORT

- UTA, UDOT, and Wasatch Front Regional Council representatives will be present at the upcoming Transportation Open House on February 4th at 6:00 p.m. Councilwoman Ivie suggested the representatives come prepared to give clear definitions of terms used in transportation planning. The Council and staff discussed ways to facilitate public comments and questions. Council members Ivie and Fillmore will work with staff regarding the format of the Open House. The Open House will be advertised in the utility mailer that will go out just before the Open House. Councilwoman Fillmore suggested advertising the openings on the various committees and boards in the same mailer, and postpone making appointments until the second meeting in February.
- City Manager Thacker updated the Council on the Main Street and Parrish Lane Intersection Project. Negotiations to purchase property have been completed with all but one property owner, Andy Bavelas. Negotiations with Mr. Bavelas and his

attorney will continue this week. Councilwoman Ivie expressed that she is deeply opposed to the intersection project and would be in favor of stopping all changes to the north side of the intersection. Councilman Wright added that, based on a discussion he had with the regional director of UDOT, he believes the option still exists to proceed with the limited-scope of the project. Councilman Wright stated he is not in favor of putting more traffic on Main Street. Mr. Thacker responded that UDOT officials have indicated going back to the original scope of the project is an option. The City would be responsible, however, for the costs associated with the expanded phase, which Brett Slater, UDOT Project Manager, estimates would be more than half of the cost incurred to date. Mr. Slater also wanted Mr. Thacker to remind the Council that UDOT recommended going with the full scope based on an updated traffic study that showed the additional phase of the project would give the most benefit.

- Mr. Thacker will forward UTOPIA/UIA financial statements to Council members when they become available.

MISCELLANEOUS

- ULCT Local Officials Day at the Legislature will be on January 29, 2014.
- Mr. Thacker explained an offer from UDOT to purchase a strip of City property in connection with the Main and Parrish Intersection Project. This will be discussed again in a later Council meeting.

POLICIES AND GUIDELINES FOR CONDUCTING COUNCIL BUSINESS AND INTERACTIONS WITH STAFF

A revised Prayer and Thought Schedule will be sent to Council members. The Mayor explained his intention to establish a consistent Council seating arrangement for Council meetings. Councilwoman Fillmore suggested inviting more guests to offer prayers or thoughts at Council meetings. City Manager Thacker commented that prayers are a sensitive topic. He and Ms. Romney briefly explained reasons that the City adopted the practice years ago of limiting the invitation to religious representatives from within the City.

The other topics under this heading – i.e. electronic meeting policy, minutes approval policy, guidelines for Council/staff relations, and a proposed list of training topics from the City Attorney – will be postponed until the next Council meeting.

ADJOURNMENT

At 10:55 p.m. Councilwoman Ivie made a **motion** to adjourn the meeting. Councilman Wright 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
1/21/2014

Item No. 2.

Short Title: Pipeline Crossing Agreements for Lund Lane Drainage Culvert

Initiated By: City Attorney

Scheduled Time: 7:15

SUBJECT

a. Consider Agreement between the City and the Utah Transit Authority (UTA)for construction of 36" pipeline under the UTA right-of-way adjacent to the Union Pacific railroad tracks at approximately Lund Lane

b. Consider Agreement between the City and Union Pacific Railroad Company for construction and operation of 36" pipeline under the Union Pacific railroad tracks at approximately Lund Lane

RECOMMENDATION

a. Approve Pipeline Crossing Agreement between the City and UTA for construction and operation of 36" pipeline under the UTA right-of-way adjacent to the Union Pacific railroad tracks at approximately Lund Lane conditioned upon: (1) receipt of $150,000 from Woods Park developer (Henry Walker Homes) in accordance with requirements of the Woods Park PDO Development Agreement; and (2) approval of similar agreement by Union Pacific prior to execution of UTA Pipeline Crossing Agreement.

b. Approve Pipeline Crossing Agreement between the City and Union Pacific Railroad Company for construction and operation of 36" pipeline under the Union Pacific railroad tracks at approximately Lund Lane conditioned upon: (1) receipt of $150,000 from Woods Park developer (Henry Walker Homes) in accordance with requirements of the Woods Park PDO Development Agreement; and (2) approval of similar agreement by UTA prior to execution of UPRR Pipeline Crossing Agreement.

BACKGROUND

As a condition of development for the Woods Park PDO, a 36" diameter culvert is required to be installed under the UTA/UPRR corridor at approximately Lund Lane. By Development Agreement entered into with the developer of the Woods Park PDO, the developer is required to pay its rough-proportionalty share of the drainage culvert and related improvements in the agreed upon amount of $150,000 (constituting the cost of a 24" diameter drainage culvert). The developer still needs to pay this amount to the City. Pursuant to Section 8 of the Development Agreement, the developer is required to pay this amount to the City prior to recording the final plat for the project or prior to awarding the bid for the drainage culvert project, whichever is sooner. In exchange for the developer's rough-proportionalty share constribution to the drainage culvert costs, the City agreed to pay for the cost of upsizing the drainage culvert to a 36" diameter culvert and to administer the project for the design, permitting and installation of the culvert. The City Engineer has designed the drainage culvert and has applied to Union Pacific and UTA for required permits and licensing agreements necessary for the project. Union Pacific and UTA have approved the proposed plans for the culvert and are willing to allow the City to move forward with the installation of the culvert conditioned upon the City entering into the required Pipeline Crossing Agreement for use of the railroad rights-of-way. Staff recommends approval of the Pipeline Crossing Agreements with UTA and Union Pacific for the installation and operation of a 36" drainage culvert under the UTA right-of-way and Union Pacific railroad at approximately Lund Laneconditioned upon: (1) receipt of $150,000 from Woods Park developer (Henry Walker Homes) in accordance with requirements of the Woods Park PDO Development Agreement; and (2) approval of agreements by UTA and UP. Staff will bring to a later City Council meeting a recommendation for award of a construction contract to install this culvert.

ATTACHMENTS:

Description

- Union Pacific Pipeline Crossing Agreement
- UTA Pipeline Crossing Agreement
- Culvert Plan Profile
- URMMA Insurance Certificate

November 1, 2013
Folder: 2795-13

KEVIN CAMPBELL
CENTERVILLE CITY
655 NORTH 1250 WEST
CENTERVILLE UT 84014

Re: Proposed 36 Inch Uncased storm water Pipeline Crossing of Railroad Property at Mile Post 795.7 on the Salt Lake Subdivision at or near Centerville, Davis County, Utah

Kevin Campbell:

Attached are duplicate originals of an agreement covering your use of the Railroad Company's right of way. Please execute the attached documents IN DUPLICATE and return in the enclosed self-addressed envelope.

An original copy of the fully-executed document will be returned to you, when approved and processed by the Railroad Company. Also, please provide a resolution or other authorization for the party executing the documents, *if signature authorization is required by your Entity.*

- Payment in the amount of **Seven Thousand Five Hundred Dollars ($7,500.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. Please include your payment, **with Folder No. 02795-13 noted on that document.** If you require formal billing, you may consider this letter as a formal bill and that 94-6001323 is this Corporation's correct Federal Taxpayer Identification Number.

- Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at (usa.marsh.com).

If we have not received the executed documents within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

If you have any questions, please contact me at (402) 544-8549.

Sincerely,

Kathy Nesser
Manager

PIPELINE CROSSING AGREEMENT

Mile Post: 795.7, Salt Lake Subdivision
Location: Centerville, Davis County, Utah

THIS AGREEMENT ("Agreement") is made and entered into as of November 01, 2013, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CENTERVILLE CITY**, an Utah municipal corporation to be addressed at 655 North 1250 West, Centerville, Utah 84014 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 36 inch uncased pipeline for transporting and conveying storm water only

across Licensor's track(s) and property (the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated April 16, 2013 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying storm water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline crossing, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Seven Thousand Five Hundred Dollars ($7,500.00)**.

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. **INSURANCE.**

A. During the life of the Lease, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. **TERM.**

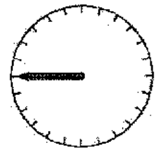
This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY	**CENTERVILLE CITY**
By: ______________________________	By: ______________________________
Kathy Nesser, Manager	Name Printed: ______________________
	Title: ____________________________

3-26-13

FACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING

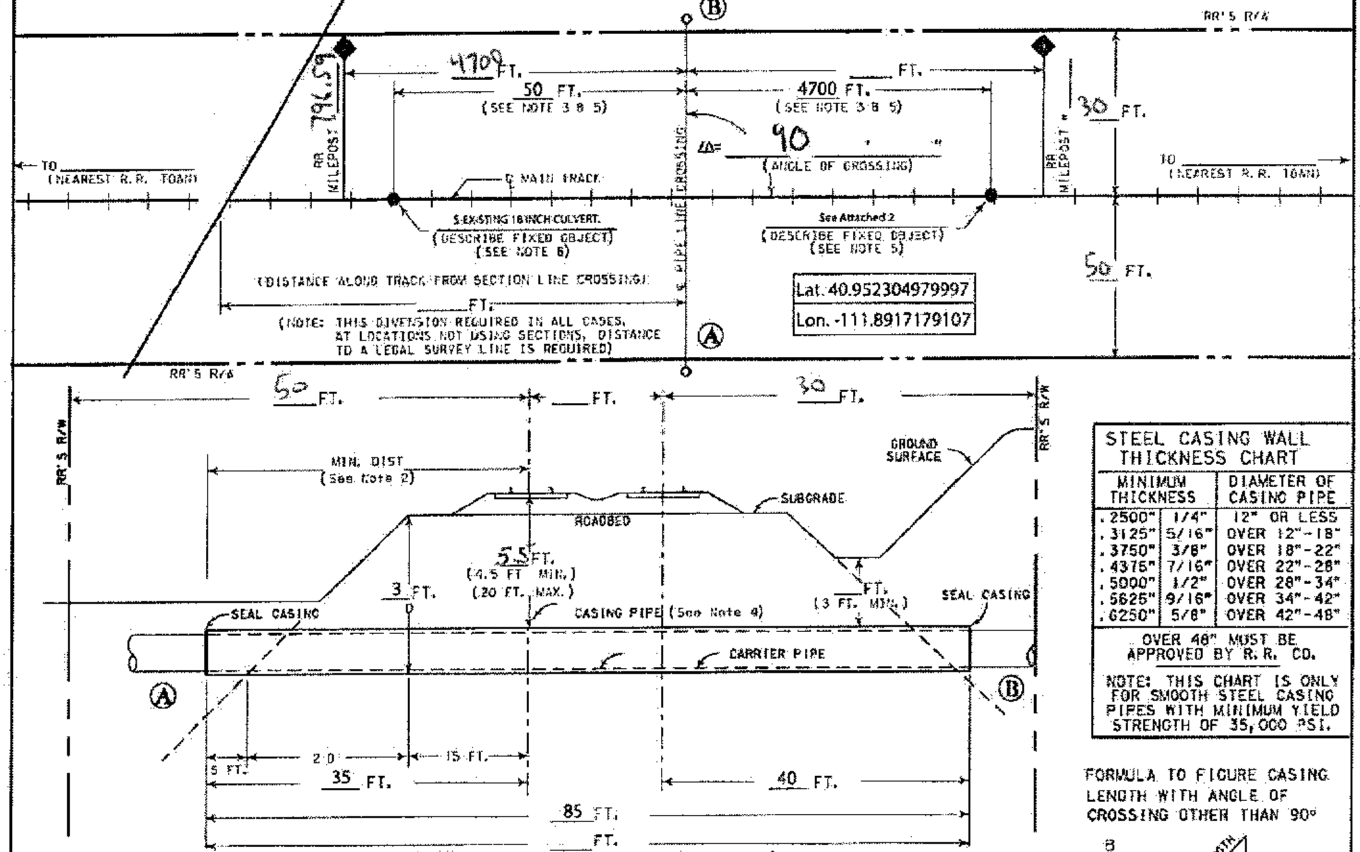


ENCASED NON-FLAMMABLE PIPELINE CROSSING

FORM DR-0404-B
REV 10-22-2007
www.uprr.com
NO SCALE

NOTE: ALL AVAILABLE DIMENSIONS MUST BE FILLED IN TO PROCESS THIS APPLICATION.

(OR LEGAL SURVEY LINE, WHERE APPLICABLE)
N LINE OF SECTION 36 , TOWNSHIP 3 , RANGE 1 , W MERIDIAN



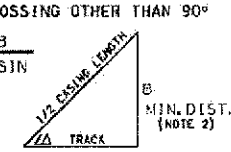
STEEL CASING WALL THICKNESS CHART		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE
.2500"	1/4"	12" OR LESS
.3125"	5/16"	OVER 12"-18"
.3750"	3/8"	OVER 18"-22"
.4375"	7/16"	OVER 22"-28"
.5000"	1/2"	OVER 28"-34"
.5625"	9/16"	OVER 34"-42"
.6250"	5/8"	OVER 42"-48"

OVER 48" MUST BE APPROVED BY R.R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°

$\frac{B}{\Delta\ SIN}$



NOTES:
1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM ℄ OF TRACK.
2) CASING TO EXTEND BEYOND THE ℄ OF TRACK AT RIGHT ANGLES THE GREATER OF 20 - 20 FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
3) MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, ℄ OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
4) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
5) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; ℄ OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
6) CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET ? ◯ YES; ◉ NO;
B) IF YES, NAME OF STREET ______
D) DISTRIBUTION LINE ◯ ______ OR TRANSMISSION LINE ◉ ______
C) CARRIER PIPE :
COMMODITY TO BE CONVEYED STORM WATER
OPERATING PRESSURE 1 PSI
WALL THICKNESS 0.5625 ; DIAMETER 36 ; MATERIAL Steel ;
E) CASING PIPE :
WALL THICKNESS 0.5625 ; DIAMETER 42 ; MATERIAL Steel ;
NOTE : CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.
F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
◉ DRY BORE AND JACK (WET BORE NOT PERMITTED) ;
◯ TUNNEL ; OTHER ______
G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? ◯ YES; ◯ NO;
H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 30 (30' MIN.)
I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE ◉ DOES ; ◯ DOES NOT ; EXIST IN VICINITY OF WORK TO BE PERFORMED . TICKET NO. 20130326070

EXHIBIT "A"

(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.

Salt Lake
(SUBDIVISION)

M. P 795.7 E. S. 1229+60±

ENCASED STORM WATER CROSSING AT

CENTERVILLE (NEAREST CITY) Davis (COUNTY) UT (STATE)

CENTERVILLE CITY (APPLICANT)

RR FILE NO. 0279513 DATE 4-16-13

WARNING

IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE. PHONE : 1-800-336-9193

EXHIBIT B

Section 1. <u>LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.</u>

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. <u>CONSTRUCTION, MAINTENANCE AND OPERATION.</u>

A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. <u>NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.</u>

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

JEFFERY D. GALE
MGR TRACK MNTCE
1228 west 1500 south
Woods Cross, UT 84087
Work Phone: 801 212-4005

Fax: 801 212-4049
Cell Phone: 801 557-4410

B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.

D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.

I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. <u>LICENSEE TO BEAR ENTIRE EXPENSE.</u>

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. <u>REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.</u>

A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. <u>NO INTERFERENCE WITH LICENSOR'S OPERATION.</u>

A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.

D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.

E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. <u>PROTECTION OF FIBER OPTIC CABLE SYSTEMS.</u>

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON

LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND

PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the

Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. <u>WAIVER OF BREACH.</u>

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. <u>TERMINATION.</u>

A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. <u>AGREEMENT NOT TO BE ASSIGNED.</u>

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. <u>SUCCESSORS AND ASSIGNS.</u>

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. <u>SEVERABILITY.</u>

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

(ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.

(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
(v) Before stepping over or crossing tracks, look in both directions first.
(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

PIPELINE CROSSING AGREEMENT
(Interlocal Municipal Pipeline Form)

UTA Contract #SO/D/2439/P
Mile Post Location: N14.02
Latitude: 40.95230
Longitude:-111.891718
Centerville, Utah

THIS PIPELINE CROSSING AGREEMENT (the "Agreement") is made and entered into as of the _____ day of ______________, 2013 **(to be dated after the final executing signature by UTA)**, by and between UTAH TRANSIT AUTHORITY, a public transit district organized pursuant to the laws of the State of Utah (hereinafter "UTA"), and Centerville City, a Utah corporation, with a principal address of 250 North Main Street, Utah 84014 (hereinafter "Licensee").

RECITALS

WHEREAS, UTA is the owner of approximately the eastern 27 feet of a certain railroad corridor (the "Right of Way") acquired by UTA for the development and expansion of its public transportation system;

WHEREAS, Adjacent to the UTA owned property is railroad corridor owned and operated by the Union Pacific Railroad Company;

WHEREAS, Licensee intends to construct a thirty-six inch storm pipe line (the "Pipeline") which will cross at N14.02 mile post underneath the Right of Way; and

WHEREAS, Licensee desires a license for the construction, operation and maintenance of the Pipeline.

AGREEMENT

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

ARTICLE I
INCORPORATED TERMS AND DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

1.1 "Construct" and "Construction" mean the initial installation of the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way, as well as any subsequent reconstruction, relocation, restoration or rehabilitation of the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way.

1.2 "Emergency Access Manager" means the person or office responsible for controlling emergency Construction and Maintenance access to the Right of Way. The Emergency Access Manager as of the execution of this Agreement is Andres Alarcon at (801)

287-5455. UTA may change the designated Emergency Access Manager from time to time by delivery of notice in accordance with Article XVI of this Agreement.

1.3 "Freight Operator" means any entity using the Right of Way, or any portion thereof, to provide common carrier freight operations.

1.4 "Governmental Authority" means any federal, state, municipal, local or other division of government, or any agency thereof, having or asserting jurisdiction with respect to any matter related to this Agreement.

1.5 "Hazardous Materials" mean any materials or substances: (i) which are present in quantities and in forms which require investigation, removal, cleanup, transportation, disposal, response or remedial action (as the terms "response" and "remedial action" are defined in Section 101 of the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 (23) and (24)) under any applicable federal, state or local environmental law, regulation, ordinance, rule or bylaw, as such are amended from time to time, whether existing as of the date hereof, previously enforced or subsequently amended (each hereafter an "Environmental Law"); or (ii) which are defined as "hazardous wastes," "hazardous substances," "pollutants" or "contaminants" under any Environmental Law.

1.6 "Losses" mean any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs resulting from: (i) loss of or damage to the property of any Party or Third Person; (ii) death or personal injury to the agents of any Party or to any Third Person; or (iii) the cleanup or other requirements regarding any incident involving Hazardous Materials. The term "Losses" shall not include any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs excluded from Licensee's indemnification obligations and assumed by UTA pursuant to Sections 8.1 and 8.2 of this Agreement.

1.7 "Maintain" and "Maintenance" mean the performance of any repair, restoration, rehabilitation, refurbishment, retrofitting, inspection, monitoring, observation, testing, or similar work with respect to the Pipeline (or any improvements to the Pipeline) in or otherwise materially affecting the Right of Way.

1.8 "Master Interlocal Agreement" means that certain Master Interlocal Agreement Regarding Fixed Guideway Systems Located Within Railroad Corridors, effective February 13, 2004, entered by and among UTA and the various municipalities and counties within which UTA's rights of way are situated.

1.9 "Party" and "Parties" mean UTA or Licensee, and UTA and Licensee, respectively.

1.10 "Pipeline" means the storm pipe line to be installed by Licensee pursuant to this Agreement and located a minimum of 3.4 feet underneath the lowest point on the surface of the Right of Way at Milepost Number N14.02 (Latitude 40.95230, Longitude -111.891718) of the Commuter Rail North Frontrunner Line in Centerville, Utah. The term "Pipeline" shall also apply to any and all rearrangements, modifications, reconstruction, relocations, removals and extensions or additions concerning the Pipeline that are authorized and approved by UTA pursuant to this Agreement (unless they are the subject of a separate agreement that does not incorporate the terms hereof).

1.11 "Third Person" means any individual, corporation or legal entity other than UTA and Licensee.

1.12 "Track Improvements" mean any and all tracks, rails, ties, switches, frogs, end of track barricades or bumpers and other barricades or bumpers, derail devices, tie plates, spikes, wires, fastenings and any other appurtenances related thereto, drainage structures, grading, ballast, subgrade stabilization, crossings, tunnels, bridges, trestles, culverts, structures, facilities, leads, spurs, turnouts, tails, sidings, signals, crossing protection devices, communications systems or facilities, catenary systems and wires, poles and all other operating and non-operating appurtenances located within the Right of Way.

1.13 "UTA System" means any light rail, commuter rail, trolley, guided busway, or similar public transportation system constructed by UTA in the Right of Way as contemplated in the Master Interlocal Agreement.

1.14 "Utility" and "Utilities" mean and include all properties, facilities, utilities, crossings, encroachments, lines and similar appurtenances located within the Right of Way by permissive or prescriptive authority including, but not limited to, pipelines, tube lines, water and gas lines or mains, electrical conduits, ditches and other drainage facilities, wires, fiber optics, communication lines, sewer pipes, overhead wiring and supporting structures and appurtenances, and all similar installations.

1.15 "Work Window" means the time period designated by UTA during which Construction, Maintenance and any other work with respect to the Pipeline within the Right of Way is permissible. UTA may, at any time and at UTA's sole discretion, determine that the Work Window shall not be concurrent with any passenger operations within the Right of Way.

ARTICLE II
GRANT OF LICENSE AND REAL ESTATE USAGE CHARGE

2.1 UTA customarily assesses a standard administrative fee reflecting the clerical, administrative and handling expense incurred in connection with the processing of this Agreement. The standard administrative fee has been waived consistent with the provisions of the Master Interlocal Agreement.

2.2 In consideration of the real estate usage charge to be paid by Licensee, and in further consideration of the covenants and agreements to be kept, observed and performed by Licensee hereunder, UTA hereby grants Licensee a license to Construct, Maintain and operate the Pipeline in the location shown and in conformity with the dimensions and specifications indicated on the attached print dated December 11, 2013 and marked Exhibit "A" (Exhibit "A" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

2.3 Licensee agrees to pay UTA a one-time real estate usage charge of $1,000.00 payable on or before the date of execution. Licensee also agrees to pay an upfront Flagging cost of $ -0- and Special Inspection cost of $2,106.60 (these fees are more clearly described in Section 5.1).

2.4 This License Agreement is conditioned on the provision that Licensee shall obtain all necessary permission from and comply with all the requirements of the Union Pacific Railroad Company.

ARTICLE III
ACCESS TO THE RIGHT OF WAY

3.1 Except in the event of an emergency (as provided in Section 3.2 below), Licensee shall request permission from UTA at least ten days (or such shorter period as may be approved by UTA) prior to performing any Construction or Maintenance in or otherwise materially affecting the Right of Way. Licensee's request to access the Right of Way shall be specific as to the time, date and activities for which Licensee seeks permission. The request shall also include a summary of the method and manner in which the Construction or Maintenance will be performed. As part of the application process, UTA may require Licensee (and its contractors or other agents seeking access to the Right of Way) to attend any track access coordination meetings, safety training or other instruction as may be deemed necessary by UTA. Once granted, UTA's permission to enter the Right of Way shall be formalized in writing and delivered to Licensee. After permission has been granted, Licensee shall comply with all conditions, instructions and requirements of such permit and with all instructions or directions given by UTA including, if required, daily telephone notification to the applicable rail dispatch center prior to each entry into the Right of Way. All contact with UTA shall be coordinated through the person designated by UTA from time to time as set forth in Article XVI of this Agreement. Provided that Licensee complies with the provisions of this Section, UTA agrees not to unreasonably withhold, condition, or delay its approval of Licensee's request.

3.2 Licensee shall have the right to enter the Right of Way in the event of an emergency to make repairs necessary to protect against imminent and serious injury or damage to persons or property. Licensee shall take all precautions necessary to ensure that such emergency entry does not compromise the safety of any operations conducted in the Right of Way by UTA or the Freight Operator. Licensee must notify the Emergency Access Manager of the emergency access and the work being performed prior to entering the Right of Way.

ARTICLE IV
CONSTRUCTION AND MAINTENANCE OF THE PIPELINE

4.1 All Construction and Maintenance with respect to the Pipeline shall be performed to the satisfaction of UTA and in accordance with the conceptual, engineering and/or design plans ("Design Plans") previously approved by UTA and attached hereto as Exhibit "A." All Construction and Maintenance with respect to the Pipeline shall be performed in a workmanlike manner, in compliance with all applicable industry standards and in compliance with the requirements of any applicable Governmental Authority. UTA may impose requirements in addition to or more stringent than industry or legal standards if UTA deems such requirements necessary for the safety of operations conducted in the Right of Way. UTA may also require additional fabrication methods, staging requirements or other precautions. All Construction and Maintenance with respect to the Pipeline shall be performed during the designated Work Window. UTA shall have the right, but not the obligation, to observe any and all work performed in or otherwise materially affecting the Right of Way in connection with the Pipeline to ensure that such work is performed in accordance with the requirements set forth in this Agreement. In its Construction or Maintenance of the Pipeline, Licensee shall not make any material deviation from the Design Plans without UTA's prior written approval. Licensee shall submit to UTA plans setting out the method and manner of handling all work to be performed under the Track Improvements including, without limitation, the shoring and cribbing, if any, required to protect the operations of UTA, the Freight Operator or the owner of any adjacent tracks. Licensee shall not proceed with any such work until Licensee's proposed methods have been approved by UTA. The Pipeline shall be placed at the depth acceptable to UTA and shall not interfere with any Track Improvements. The Pipeline shall maintain a side clearance that is as great as reasonably possible but in no event less than eleven (11) feet from the center line of any rail.

4.2 Various Utilities exist on, over and under the surface of the Right of Way. Prior to commencing any Construction or Maintenance with respect to the Pipeline, Licensee shall properly investigate and determine the location of all such Utilities. In addition to the required investigation, Licensee shall have all Utilities in the area of the Pipeline "blue-staked" and clearly marked prior to any excavation. Licensee shall make arrangements for the protection of all Utilities and shall commence no excavation, boring or other penetration in the Right of Way until all such protection has been accomplished.

4.3 Fiber optic cable systems may be buried in the Right of Way. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall be solely responsible for contacting UNION PACIFIC RAILROAD COMPANY during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) and for determining if fiber optic cable is buried near the location of the Pipeline. If so, Licensee will contact the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, make arrangements for relocation or other protection of the fiber optic cable. Licensee shall not commence any work until all such protection and/or relocation have been accomplished. Licensee shall be solely responsible for all coordination with Union Pacific and any telecommunications companies. In coordinating the relocation or protection of fiber optic cable, Licensee shall not rely on any statements, engineering drawings or other oral or written representations of UTA or its representatives. In addition to other indemnity provisions in this Agreement, Licensee shall indemnify, defend and hold the UTA Indemnitees (as defined in Section 8.1 of this Agreement) harmless from and against all Losses arising out of: (a) any damage to or destruction of any telecommunications system proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline; and/or (b) any injury to or death of any person employed by or on behalf of any telecommunications company proximately caused by any Construction, Maintenance or other work performed by Licensee or its agents relative to the Pipeline. Except to the extent that liability is assumed by UTA as set forth in Sections 8.1 and 8.2 of this Agreement, Licensee shall not have or seek recourse against UTA for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using UTA's Right of Way or a customer or user of services of the fiber optic cable on UTA's Right of Way.

4.4 Licensee shall be solely responsible for obtaining any property rights, easements, licenses, rights of way or other permission from Third Persons (collectively "Third Person Property Rights") as may be necessary to Construct, Maintain or operate the Pipeline including, without limitation, any needed permission from the owner of any adjacent railroad corridor. Licensee shall also be solely responsible for obtaining any necessary franchises, permits or other necessary approvals from Governmental Authorities (collectively "Approvals"). Licensee agrees to pay any and all costs and expenses relating to such Third Person Property Rights or Approvals, and to assume any and all liability therefore.

4.5 Except as authorized in this Agreement or as may be immediately required for (and only at the actual time of) performance of any Construction or Maintenance contemplated under this Agreement, and then only in full compliance with all clearance standards and other safety requirements, Licensee shall not place, permit to be placed, erect, pile, store, stack, park, suffer or permit any line, building, platform, fence, gate, vehicle, car, pole, or other structure, obstruction, or material of any kind within the Right of Way.

4.6 Licensee shall Construct, Maintain and operate the Pipeline in compliance with all requirements imposed by any Governmental Authority including, without limitation, the requirements of the Federal Railroad Administration, the Occupational Safety and Health Administration and the Utah Department of Transportation. Licensee shall also Construct, Maintain and operate the Pipeline in compliance with all applicable environmental laws. Licensee shall take all suitable precautions to prevent any leakage or other interference with the operation of the Track Improvements or any other UTA or Third Person installations or facilities. If for any reason the Construction of the Pipeline causes interference with the operation of Track Improvements or any other UTA or Third Person installations or facilities existing prior to the Construction of the Pipeline, Licensee shall, upon notification by UTA and at Licensee's sole cost and expense, take such action as is necessary to eliminate the interference.

4.7 If, in connection with the performance of any Construction or Maintenance work, Licensee or its Contractor damages any Track Improvements, Utilities, or any other facilities, Licensee shall repair or replace such facilities with the same or similar materials, if available, as reasonably required by the Licensor, consistent with applicable Federal and State laws and regulations and to the satisfaction of the Licensor.

4.8 At the request of UTA, Licensee shall install markers identifying the location of the Pipeline and related appurtenances at the Right of Way boundaries (where the Pipeline enters and exits the Right of Way) or other locations where UTA may designate. Markers shall be installed in a form and size as may be determined by UTA and at the sole cost and expense of Licensee. UTA hereby expressly reserves the right to require Licensee to erect and maintain, at Licensee's sole cost and expense, any and all signs of any character and nature whatsoever (e.g. location of Pipeline, precautionary and/or warning signs, etc.) that UTA deems necessary or advisable in connection with the operation of the Pipeline. Licensee shall install and/or erect any marker or sign that may be required under this Section within thirty (30) days after receiving written instructions from UTA.

4.9 Upon completion of any Construction or Maintenance relating to the Pipeline, Licensee shall restore the surface of the Right of Way to its prior condition including, but not limited to, replacing any soil that was removed and thoroughly compacting it level with the adjacent surface of the ground and restoring any fences or other property that Licensee disturbed or removed from the Right of Way.

4.10 If a contractor is to perform any Construction or Maintenance contemplated in this Agreement, then the Licensee shall cause its contractor to comply with all applicable provisions of this Agreement. Additionally, Licensee shall require its contractor to execute UTA's form Contractor's Right of Entry Agreement (the "Contractor Agreement"). Licensee acknowledges receipt of a copy of the Contractor Agreement and will inform its contractor of the need to execute the Contractor Agreement. Any and all contractors used by Licensee in the Construction or Maintenance of the Pipeline are subject to the approval of UTA, which approval shall not be unreasonably withheld, conditioned or delayed.

ARTICLE V
CONSTRUCTION OBSERVATION BY UTA – LICENSEE TO BEAR ALL COSTS

5.1 The current cost of flagging is $688.84/day for an eight (8) hour day and $921.83/day for a (12) hour day. The current cost for a special inspector is $70.22/hour with a two hour daily minimum. UTA has determined that -0-hour days of flagging and **30** hours of Special Inspection will be needed for the construction of this Pipeline. Licensee will pre-pay **$2,106.60** for Flagging and a Special Inspection at or before the execution of this agreement. If after the construction of the Pipeline extra days of Flagging or Special Inspection have been collected, Licensee may submit in writing for a refund from UTA. Submission for refund will need to be submitted to UTA within 30 days of the date of completion of the Pipeline. Refunds will only be issued after confirmation from UTA operations that the flagging and special inspection days were not used.

5.2 In the event that UTA, in its sole discretion, determines that any other inspectors (technical or special), monitors, observers, safety personnel, additional flaggers or other persons are required given the nature of the Construction or Maintenance to be performed, UTA may, at its sole discretion, provide such personnel and Licensee shall, within 30 days, reimburse UTA for the reasonable costs thereby incurred.

ARTICLE VI
LICENSEE TO BEAR ALL COSTS RELATED TO PIPELINE

Except as otherwise set forth in the Master Interlocal Agreement, or in Sections 7.1 and 8.1 of this Agreement, Licensee shall be solely responsible for any and all costs incurred with respect to any Construction, Maintenance or other work related to the Pipeline.

ARTICLE VII
SUBORDINATION OF RIGHTS GRANTED - RELOCATION OF PIPELINE

7.1 The rights granted pursuant to this Agreement shall be subject and subordinate to the prior and continuing right and obligation of UTA to fully use the Right of Way, including the right and power of UTA to construct, maintain, repair, renew, use, operate, modify, or relocate new or existing Track Improvements upon, along, above, or across any or all parts of the Right of Way and other UTA property, all or any of which may be freely done at any time or times by UTA. The grant of license for the Pipeline is made without covenants of title or quiet enjoyment. UTA makes no warranties, either express or implied, regarding the nature, extent or status of its title to the Right of Way or regarding the existence or nonexistence of Third Person rights which may be superior to the license granted pursuant to this Agreement.

7.2 Licensee shall, within 60 days after receipt of written notice from UTA, modify or relocate (or, if agreed between the Parties, allow UTA to modify or relocate) all or any portion of the Pipeline as UTA may reasonably designate. To the extent that the modification or relocation of the Pipeline is necessitated by the construction, reconstruction, modification or relocation of any UTA System, UTA shall be responsible for the costs of such relocation. To the extent that the modification or relocation of the Pipeline is necessitated because the Pipeline is conflicting with or causing interference with any UTA or Third Person Track Improvements or Utilities existing prior to the Construction of the Pipeline, then Licensee shall be responsible for the costs of such relocation. All the terms, conditions and stipulations herein expressed with reference to the Pipeline in the location described herein shall, so far as the Pipeline remains on UTA property, apply to the Pipeline as modified or relocated pursuant to this Section.

7.3 The foregoing grant is also subject to the outstanding superior rights previously conveyed or granted to Third Persons by UTA, or its predecessors in interest, and the right of UTA to renew and extend the same.

ARTICLE VIII
INDEMNITY AND RELEASE

8.1 Licensee agrees to protect, defend, release, indemnify and hold harmless UTA, and any successors, contractors, officers, directors, agents and employees of UTA (the "UTA Indemnitees"), from and against any and all Losses resulting from: (a) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in conjunction with any Construction, Maintenance or other work performed by or on behalf of Licensee with respect to the Pipeline; (b) negligence on the part of Licensee, or any employees, principals, contractors or agents of Licensee, in the use or operation of the Pipeline; or (c) Licensee's breach of any provision of this Agreement. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs that are proximately caused by the negligence, recklessness or willful misconduct of UTA with respect to the construction, maintenance or operation of any UTA System.

8.2 Licensee acknowledges that the Right of Way may be subject to prospective purchaser agreements and covenants not to sue that UTA has entered with the Utah Department of Environmental Quality and the United States Environmental Protection Agency. Pursuant to such agreements, UTA is required to characterize any excavated soil that appears to contain (or has the potential to contain) Hazardous Materials and to handle and dispose of any such soil in compliance with applicable state and federal laws. Under these agreements, UTA is not required to excavate any soil except as required for construction related to the installation of a UTA System. Accordingly, any excavation that Licensee performs with respect to the Pipeline exposes UTA to potential environmental liability that would not otherwise be present. As consideration for the rights granted to Licensee hereunder, Licensee agrees to assume all potential liability and responsibility for, and to indemnify and hold UTA harmless with respect to, any Losses related to the characterization and removal of any Hazardous Materials discovered during Construction or Maintenance. Licensee agrees to perform any such characterization and removal in full compliance with all applicable state and federal environmental laws. Notwithstanding the foregoing, Licensee shall not be required to indemnify UTA for, and UTA hereby assumes responsibility for, any losses, damages, claims, demands, actions, causes of action, penalties, expenses, litigation costs, attorneys' fees, expert witness fees, court costs, amounts paid in settlement, judgments, interest or other costs related to any Hazardous Materials discovered as the result of modification or relocation work performed by or on behalf of Licensee in conjunction with the construction, reconstruction, modification or relocation of any UTA System. To the extent that either Party actually causes a release of Hazardous Materials into the Right of Way, such party shall be responsible for the characterization and removal of such Hazardous Materials and shall indemnify the other Party with respect to all losses resulting therefrom.

8.3 Licensee hereby releases UTA from, and agrees not to seek recourse against UTA with respect to, any claims, damages, fees, expenses or other losses proximately caused by Third Persons including, without limitation, Third Persons having licenses or other interests in the Right of Way. Nothing contained herein shall be construed or deemed to be a release of any Third Persons by Licensee.

8.4 The provisions of this Article shall survive the termination of this Agreement.

ARTICLE IX
CLAIMS AND LIENS FOR LABOR AND MATERIALS; TAXES

9.1 Licensee shall fully pay for all materials joined or affixed to the Right of Way in connection with the Pipeline, and for all labor performed with respect to the Pipeline. Licensee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee.

9.2 Licensee shall promptly pay or discharge all taxes, charges and assessments assessed or levied upon, in respect to, or on account of the Pipeline to prevent the same from becoming a charge or lien upon the Right of Way and so that any taxes, charges and assessments levied upon or with respect to such property shall not be increased because of the Pipeline or any improvements, appliances, or fixtures connected therewith.

ARTICLE X
TERMINATION

10.1 UTA may terminate this Agreement if: (a) Licensee ceases to use the Pipeline in an active and substantial way for any continuous period of 1 year; (b) Licensee continues in default with respect to any provision of this Agreement for a period of 30 days after UTA delivers written notice to Licensee identifying the nature of Licensee's breach of this Agreement; provided, however that if the nature of Licensee's breach is such that it cannot be cured within such 30-day period, Licensee shall not be deemed in default if Licensee commences to cure the breach within 30 days and thereafter diligently continues to remedy the breach; or (c) Licensee removes the Pipeline from the Right of Way.

10.2 Termination of this Agreement for any reason shall not affect any of the rights, obligations or liabilities that have accrued prior to or concurrent with such termination.

ARTICLE XI
INSURANCE

11.1 During the life of this Agreement, Licensee shall, at its sole cost and expense, obtain and maintain the insurance described in Exhibit "B" (Exhibit "B" is attached hereto and hereby incorporated into and made a part of this Agreement by reference). Licensee will also provide to UTA a Certificate of Insurance, identifying UTA Contract Number SO/D/2439/P, issued by its insurance carrier confirming the existence of such insurance and indicating that the policy or policies contain the following endorsement:

"Utah Transit Authority is named as an additional insured with respect to all liabilities arising out of the existence, use or any work performed on or associated with the pipeline crossing located on railroad right of way at Mile Post N 14.02 at or near Farmington, Davis County, Utah"

11.2 Failure to maintain insurance as required shall entitle, but not require UTA to terminate this License immediately.

11.3 If Licensee is a public entity subject to any applicable statutory governmental immunity laws, the limits of insurance described in Exhibit "B" shall be the limits the Licensee then has in effect or that are required by applicable current or subsequent law, whichever is greater, a portion of which may be self insured with the consent and approval of UTA. Licensee does not waive any of its rights of entitlements to governmental immunity and limitations on liability to UTA or to Third Persons under the Utah Governmental Immunity Act.

11.4 Licensee hereby acknowledges that it has reviewed the requirements of Exhibit "B", including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

ARTICLE XII
REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT

Upon termination of this Agreement pursuant to Article X hereof, Licensee shall, if requested in writing by UTA and at Licensee's sole cost and expense, remove the Pipeline from the Right of Way and shall restore, to the satisfaction of UTA, such portions of the Right of Way to at least as good a condition as such were in at the time that Licensee first entered the Right of Way. If Licensee fails to do the foregoing within a reasonable time, UTA may, at its option, perform such removal and restoration work at the expense of Licensee. Licensee shall reimburse UTA for the costs incurred in any restoration or removal work performed under this Article within 30 days after receipt of the bill therefore. In the event UTA removes the Pipeline pursuant to this Article, UTA shall in no manner be liable to the Licensee for any damage sustained by Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any other right of action, including the recovery of damages, that UTA may have against the Licensee. The provisions of this Article shall survive the termination of this Agreement.

ARTICLE XIII
ASSIGNMENT

Licensee may not assign this Agreement, in whole or in part, or any rights herein granted, without UTA's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Licensee may assign this Agreement and its rights hereunder as part of a consolidation with an entity that: (a) is a successor governmental entity to Licensee; (b) is annexed with, merged into or consolidated with Licensee; or (c) that acquires substantially all of the assets of Licensee provided, however, that in any of the above instances such entity seeking an assignment under this Article must, as a condition to such assignment, assume all terms and conditions of this Agreement without limitation.

ARTICLE XIV
SUCCESSORS AND ASSIGNS

Subject to the provisions of Article XIII, this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their officers, employees, representatives, successors and assigns.

ARTICLE XV
SEVERABILITY

This Agreement is executed by the Parties under current interpretation of any and all applicable federal, state, county, municipal, or other local statutes, ordinances, or laws. Furthermore, each and every separate division hereof shall have independent and severable status from each other division, or combination thereof, for the determination of legality, so that if any separate division herein is determined to be unconstitutional, illegal, violative of trade or commerce, in contravention of public policy, void, invalid or unenforceable for any reason, that separate division shall be treated as a nullity but such holding or determination shall have no effect upon the validity or enforceability of each and every other division, or other combination thereof.

ARTICLE XVI
NOTICES

Except as specifically provided elsewhere in this Agreement, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the addresses set forth herein. Addresses for notice may be changed by giving ten (10) days written notice of the change in the manner set forth herein.

If to UTA:

Utah Transit Authority
Attn: Property Manager
P.O. Box 30810
Salt Lake City, UT 84130-0810

With a Copy to:

Utah Transit Authority
Attn: General Counsel
P.O. Box 30810
Salt Lake City, UT 84130-0810

If to Licensee:

Centerville City
Attn: City Manager
250 North Main Street
Centerville, UT 84014

ARTICLE XVII
NO IMPLIED WAIVER

The waiver by UTA of the breach by Licensee of any condition, covenant or agreement herein contained shall not impair any future ability of UTA to avail itself of any remedy or right set forth in this Agreement. Neither the right of supervision by UTA, nor the exercise or failure to exercise such right, nor the approval or failure to disapprove, nor the election by UTA to repair or reconstruct all or any part of the work contemplated by this Agreement shall be deemed a waiver of any of the obligations of Licensee contained or set forth in this Agreement.

ARTICLE XVIII
ENTIRE AGREEMENT - COUNTERPARTS

This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each Party. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof. The facsimile transmission of a signed original of this Agreement or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.

ARTICLE XIX
FORUM SELECTION AND CHOICE OF LAW

This Agreement shall be construed and interpreted under the laws of the State of Utah and the parties agree that any action or proceeding brought concerning this Agreement may be brought only in the courts of Salt Lake County, Utah, and each party hereto hereby consents to the jurisdiction of such courts.

ARTICLE XX
SPECIAL PROVISIONS

Special provisions, if any, are included in the attached Exhibit "C" (Exhibit "C" is attached hereto and hereby incorporated into and made a part of this Agreement by reference).

Space Intentionally Left Blank.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

Reviewed and Approved as to Form for UTA

By: ______________________________
Paul Edwards
Senior Program Manager

____
UTA Engineering

By: ______________________________
Mailia Lauto'o
Manager, Property Administration

____
UTA Legal

By: ______________________________
Rick Roller
Property Administrator

Centerville City
LICENSEE

By: ______________________________

Its ______________________________

EXHIBIT "A"
DESIGN PLANS

[Insert engineering drawings showing the proposed crossing including proposed construction methods, shoring and cribbing requirements and milepost location]

EXHIBIT "B"
INSURANCE REQUIREMENTS
UTA accepts Licensee's Insurance Certificate as provided. Licensee will verify that Contractor meets all requirements as listed.

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. **Commercial General Liability Insurance:** Policy providing coverage for death, personal injury and property damage with a combined single limit of at least $2,000,000 each occurrence or claim and an aggregate limit of at least $4,000,000. The policy shall contain broad form contractual liability insurance covering the indemnity obligations assumed by Licensee in the Agreement. Exclusions for railroads (except where the Pipeline is in all places more than 50 feet from any railroad tracks, bridges, trestles, roadbeds, terminals, underpasses or crossings), and explosion, collapse and underground hazard shall be removed. Coverage provided on a "claims made" form shall provide for at least a two-year extended reporting and discovery period if (a) the coverage changes from a claims made form to an occurrence form, (b) there is a lapse/cancellation of coverage, or (c) the succeeding claims made policy retroactive date is different for the expiring policy.

   a. The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO from CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Utah Transit Authority Property" as the Designated Job Site.

B. **Automobile Liability Insurance:** Policy providing bodily injury, property damage and uninsured vehicles coverage with a combined single limit of at least $2,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, and mobile equipment if excluded from coverage under the commercial general liability insurance.

C. **Worker's Compensation and Employer's Liability Insurance:** Policy covering Licensee's statutory liability under the laws of the State of Utah. If Licensee is self-insured, evidence of State approval must be provided.

D. **Railroad Protective Liability Insurance:** Licensee must maintain "Railroad Protective Liability" insurance on behalf of UTA only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000, during any construction, installation, repair or removal of the Pipeline that is the subject of this Agreement.

   a. The definition of "JOB LOCATION" AND "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement.

E. **Umbrella or Excess Insurance:** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

F. **Other Insurance Provisions:**

a. Licensee and their insurers shall endorse the required insurance policy(ies) to waive their right of subrogation against UTA. Licensee's insurance shall be primary with respect to any insurance carried by UTA. Contractor will furnish UTA at least 30 days advance written notice of any cancellation or non-renewal of any required coverage that is not replaced.

b. The required insurance policy(ies) shall be written by a reputable insurance company with a current AM Best's Insurance Guide Rate of A better, or as may otherwise be acceptable to UTA. Such insurance company shall be authorized to transact business in the State of Utah.

c. The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by UTA shall not be limited by the amount of the required insurance coverage. Notwithstanding the foregoing, nothing herein shall be deemed to waive Licensee's rights of entitlement to governmental immunity and limitations set forth in the Utah Governmental Immunity Act.

SUBMITTING REQUESTS FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE
($2,000,000 per occurance/ $6,000,000 aggregate)

Application forms for inclusion in Utah Transit Authority's Blanket Railroad Protective Liability Insurance Policy may be obtained from a Property Administrator.

If you have questions regarding railroad protective insurance (i.e. premium quotes, application) please contact David Pitcher at:

Phone: (801) 287-2371
Email: dcpitcher@rideuta.com

Send Checks and Applications to the following address:

Utah Transit Authority
Attn: David Pitcher
3600 South 700 West
P.O. Box 30810
Salt Lake City, UT 84130-0810

EXHIBIT "C"
SPECIAL PROVISIONS

1. The initial installation of the Pipeline, specifically boring underneath UTA's Right of Way, will be restricted to the hours from Sunday, at 1:30 a.m. to Monday, at 3:00 a.m. This timeframe will be delineated at the discretion of UTA's Operations Department and authorized through a Frontrunner Track Access Permit.

    a. The initial installation of the Pipeline, specifically boring underneath UTA's Right of Way will be performed in the presence of a UTA Special Inspector and scheduled through UTA's Operations Department.

2. Licensee will "pot-hole" to determine the location of UTA's Fiber Optic lines prior to boring/installation of the Pipeline.

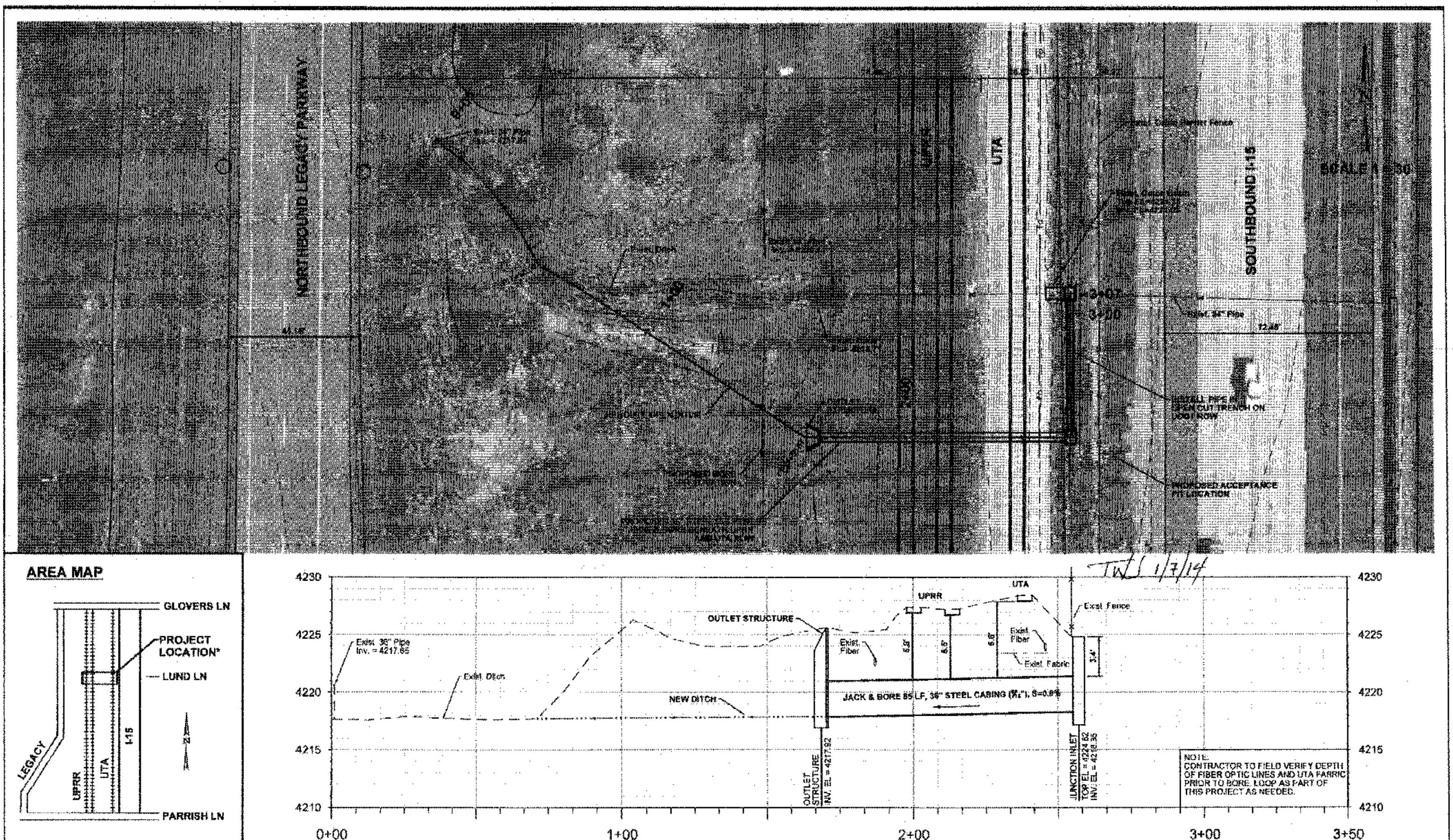
3. Licensee will not preform the initial installation of Pipeline, due to Licensee's own insurance restrictions.

4. Licensee or Licensee's Contractor must obtain a Frontrunner Track Access Permit from UTA before any access will be allowed on UTA property. The contact person for obtaining a Frontrunner Track Access Permit is Andres Alarcon at (801) 381-3475.

    A copy of the permit that will need to be filled out and submitted can be found on UTA's website, under the Track Access Permit tab.

    www.rideuta.com/PropertyManagement

    Note: Track Access Permits will not be issued without first having an executed Contractor's Right of Entry Agreement, UTA having received proof of insurance as provided in the Right of Entry Agreement, and verification that the Contractor and all of the Contractor's Employees have gone through UTA's Roadway Worker Training.



REVISION	DATE	BY	DESCRIPTION
1	12-11-13	CDP	CLARIFY DEPTH BELOW TRACKS

DESIGN CDP
DRAWN CDP
CHECKED KLC
DATE 03/25/13

36" CULVERT PLAN & PROFILE

CENTERVILLE CITY
BORE UPRR / UTA
AT LUND LANE

ESI ENGINEERING
CONSULTING ENGINEERS AND LAND SURVEYORS
3500 SOUTH MAIN STREET SUITE 206
SALT LAKE CITY, UTAH 84115
TEL: (801) 263-1752

SHEET 1 OF 1

PROJECT NO. 13-035

URMMA

Union Pacific Railroad
1400 Douglas Street
Stop 1690
Omaha NB 68179-1690

Re: Proposed 36 Inch Uncased storm water Pipeline Crossing of Railroad Property at Mile Post 795.7 on the Salt Lake Subdivision at or near Centerville, Davis County, Utah

November 19, 2013

This will certify that Centerville City is a member in good standing of the Utah Risk Management Mutual Association and, as such, is protected by the provisions of the Association's Joint Protection Program.

Name of insurance company:	Utah Risk Management Mutual Association 502 East 770 North Orem, UT 84097 (801) 225-6692
Name of Permit Applicant:	Centerville City
Project Location:	Mile Post 795.7 on the Salt Lake Subdivision
Policy Effective Dates:	July 1, 2013 through June 30, 2014
Certificate Holder:	Union Pacific Railroad
Coverage Limits:	$6 million per occurrence, no aggregate
Additional insureds:	URMMA's Interlocal Agreement does not allow any other entity to be named as an additional insured.

Further inquiries should be directed to this office.

Kathy Kenison

Kathy Kenison
Administrative Services Manager

cc: Blaine Lutz

DECLARATION OF COVERAGE
FOR FISCAL YEAR 2013-14

Member Entity: Centerville City Corporation
Address: 250 North Main
Centerville, Utah 84014

Member Representative: Steve Thacker
Telephone: (801) 295-3477
Fax: (801) 292-8034

2013-14 Fiscal Year Coverage:

A. Type: **THIRD PARTY LIABILITY - CLAIMS MADE**
Limits: See 2013-14 Joint Protection Program
Deductible: $7,500
Policy #: 530-040
Availability: October 1, 1985
Comments: 2013-14 Joint Protection Program contains all details

B. Type: **PROPERTY - MASTER POLICY**
Limits: Per individual Member policy
Deductible: Per individual Member policy
Policy #: 020413121 through Fred A. Moreton & Co.
Availability: July 1, 1990
Comments: Member may selected a variety of coverage provided under the Master Policy through Fred A. Moreton & Co.

C. Type: **AUTO PHYSICAL DAMAGE FOR VEHICLES UNDER $50,000**
Deductible: $1,000
Policy #: 530-040
Comments: Scheduled autos comp & collision

D. Type: **SPECIAL EVENTS LIABILITY - MASTER POLICY**
Limits: $2,000,000 URMMA/Member named as insured
Deductible: Per each policy
Policy #: 35848224 through Fred A. Moreton & Co.
Availability: July 1, 1995
Comments: Member must contact Fred A. Moreton & Co. regarding coverage available. Fred A. Moreton & Co. will deal directly with the organization and/or individual. No additional involvement is required by Member. A certificate of coverage will be provided to the Member by Fred A. Moreton & Co.

E. Type: **OFF-DUTY VEHICLE LIABILITY - MASTER POLICY**
Limits: Per individual member
Deductible: Per individual member
Policy #: 74969965 through Fred A. Moreton & Co.
Availability: July 1, 1988
Comments: Member must contact Fred A. Moreton & Co. regarding coverage available and costs. A certificate of coverage will be provided to the member from Fred A. Moreton & Co.

THE VARIOUS COVERAGES OUTLINED IN A, B, C, AND D ARE THE COMPLETE COVERAGES OFFERED BY URMMA TO ITS MEMBERS

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 3.

Short Title: Consider funding request from Centennial Book Committee

Initiated By: Centennial Book Committee

Scheduled Time: 7:25

SUBJECT

RECOMMENDATION

Allow Brandon Toponce and Lloyd Carr to make a presentation regarding the book project and funding request. Then approve use of $10,000 from the Council's Contingency Budget (FY 2014) for the initial funding needed to support the production of a historical book about Centerville for its Centennial Celebration.

BACKGROUND

The attached memo from Brandon Toponce, Assistant City Planner and staff to the Centennial Book Committee, provides the details of this request. In summary, the City Council first discussed this idea at their Sept. 4, 2012 meeting, followed by the adoption of the attached Resolution No. 2012-23 on September 18, 2012. This Resolution creates ". . . the Centerville Centennial Celebration Committee to act as an advisory board to the City Council to provide recommendations and advice on preparing an appropriate centennial celebration in 2015." The Resolution also authorizes the Mayor to appoint persons to this Committee and to create subcommittees as deemed appropriate and appoint persons to those subcommittees. The Centennial Book Committee is mentioned as an example of a subcommittee and, in fact, is the only Centennial Celebration committee appointed at this time. Because of the extended time frame needed to produce a book, they began their work in 2012. At some point, however, the Mayor is expected to appoint a Centennial Celebration Committee that will oversee the entire Celebration, and additional subcommittees as needed.

The Centennial Book Committee is led by Mary Ellen Smoot and also includes the following members at this time (in alphabetical order): Royce Allen, Anne Allred, Jane Anderson, Margo Beecher, Lloyd Carr, Shauna Essig, Marilyn Holje, Earl C. Tingey, and staffed by Brandon Toponce, Assistant City Planner. Brandon will lead off with the presentation at the Council meeting (with power point slides), followed by Lloyd Carr.

The City Council discussed the possibility of earmarking $10,000 in the FY 2014 Budget for this purpose, but directed instead that this amount be folded into the Contingency Budget to allow the Council to receive and evaluate a more detailed request from the Centennial Book Committee before authorizing use of these funds.

ATTACHMENTS:

Description

- Resolution No. 2012-23 Creating Centennial Book Committee
- Staff Report re Centennial Book Committee Request for Funding

RESOLUTION NO. 2012-23

A RESOLUTION CREATING THE CENTERVILLE CENTENNIAL CELEBRATION COMMITTEE AND AUTHORIZING THE MAYOR TO APPOINT PERSONS TO SUCH COMMITTEE AND ANY OTHER SUBCOMMITTEES DEEMED NECESSARY TO ASSIST THE CITY IN PREPARING FOR CENTERVILLE CITY'S CENTENNIAL CELEBRATION

WHEREAS, the year 2015 will be Centerville City's centennial celebration of its incorporation as a town in 1915; and

WHEREAS, the City Council desires to appoint a committee to be known as the Centerville Centennial Celebration Committee to act as an advisory board to the City Council to provide recommendations and advice on preparing an appropriate centennial celebration in 2015; and

WHEREAS, the City Council desires to authorize the Mayor to appoint persons to the Centerville Centennial Celebration Committee and to create and appoint persons to such subcommittees as deemed necessary to assist in the preparation and planning of an appropriate centennial celebration, including, but not limited to, the creation of the Centennial Book Committee for the creation and publication of a book celebrating Centerville City's history and centennial.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **<u>Creation</u>.** There is hereby created the Centerville Centennial Celebration Committee to act as an advisory board to the City Council to provide recommendations and advice on preparing an appropriate centennial celebration in 2015.

Section 2. **<u>Appointments</u>.** The Mayor is hereby authorized by the City Council to appoint persons to the Centerville Centennial Celebration Committee as deemed appropriate. The Mayor is further authorized to create subcommittees as deemed appropriate, such as the Centennial Book Committee, and to appoint persons to such subcommittees.

Section 3. **<u>Severability</u>.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 4. **<u>Effective Date</u>.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 18th DAY OF SEPTEMBER, 2012.

ATTEST:

Marsha L. Morrow

Marsha L. Morrow, City Recorder

CENTERVILLE CITY

By: Ronald G. Russell

Mayor Ronald G. Russell

CENTERVILLE CITY INC. CORPORATE SEAL

September 14, 2012

01\Res\centennial committee-(creation)-2012

CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT

655 North 1250 West, Centerville, Utah 84014
(801) 292-8232

STAFF TRANSMITTAL REPORT

DATE: **JANUARY 21, 2014**

TO: **STEVE THACKER, CITY MANAGER**

FROM: **BRANDON TOPONCE, ASSISTANT CITY PLANNER**

SUBJECT: **CENTENNIAL BOOK UPDATE AND REQUEST FOR FUNDS**

BACKGROUND

On September 4, 2012, the Centennial Book Committee met with the City Council to review the project of creating a historical book about Centerville to be published for the City Centennial in 2015. At the meeting, the committee presented an overview of the book details, a general layout, estimated time frame and a budget. Soon after this meeting the City Council officially organized the Centennial Book Committee as an official Committee of the City and discussed a budget for the book. It was the understanding of the committee, the City was willing to fund up to a total of $20,000. As a result, $10,000 was placed in the contingency fund in 2013, to be used as needed by the committee. It was also the understanding of the Committee that an additional $10,000 would be available for the 2014 budget. However, the Committee is aware that it is up to them to find any additional funding or grants. The Committee has been working diligently and are now ready for a review by the City Council and to request $10,000 to go toward the book.

BOOK DETAIL

Book Layout

- 10" x 12" hardback book
- Full Color
- 250 Pages
- Organized by topic and covers the time period between 1847 and 2015

Chapters

Introduction

- Detail: This will give an overall description of the book and describe the purpose of why the book is being written

1. Highlights of the Early Pioneers
    - Detail: A look at selected early pioneers who contributed in the success and founding of Centerville
2. Agriculture and Water

- **Detail:** Centerville was created as a city for the purpose of water. This chapter will look at the significance of obtaining water and the role Centerville played in being a major agricultural community.

3. Community Development
   - **Detail:** Addressing the need for housing, architecture, subdivisions and dwelling types, this chapter will look not only at housing development, but government, the libraries, churches and schools.

4. Transportation
   - **Detail:** From horse to car and trolley to the Front Runner, transportation has always been an important aspect for carrying goods and citizens to and from the City

5. Communication
   - **Detail:** Did you know that the Pony Express once had a stop in Centerville and that at one time only one phone could be found in the entire city? This chapter will look all forms of communication that has been used within Centerville.

6. Commercial
   - **Detail:** The vital importance of commercial development has changed over the years from agriculture to brand name retailers and restaurants.

7. In the Headlines
   - **Detail:** Wind is not the only thing found in the headlines of newspapers when referring to Centerville. This section will look at 100 years of stories and articles from local papers on events that took place in our community.

8. Patriots
   - **Detail:** Throughout the years, many citizens have served in wars and other conflicts. This chapter will tell just a few of their stories and give a listing of all the service men and women that served their country while living in Centerville.

9. Recreation, Parks and Entertainment
   - **Detail:** Centerville is home to wonderful parks and community recreation. Read how these activities have been a part of the community since its beginning.

10. Theatre Music and Art
    - **Detail:** From dances, concerts and theatre, Centerville has always been involved in the arts and music. Find out the history of Elk Horn Hall to the Centerpoint Legacy Theatre.

11. Mountains and Streams
    - **Detail:** The mountains are an integral part of the Centerville community. Early settlers used the mountain resources for the purpose of living and existence. Today the mountains are used for recreation, such as camping, hiking snowshoeing and much more.

12. The Future
    - **Detail:** Centerville's past is significant and the future looks just as bright. Take a look at a few possibilities the future may hold.

Bibliography of References and Photographs

PROFESSIONALISM
Each author has spent hours of research to ensure accuracy in the facts and stories that have gone into each chapter. All the information will be properly sited and sourced in a bibliography at the end of the book. In addition, the book has two editors reviewing text and one editor reviewing layout and design. The final book will be printed and bound by Carr Printing in Bountiful.

SCHEDULE

Centennial Book Proposed Schedule	
January 1 – June 30, 2014	Finalize all chapters and editing
July 1 – August 31, 2014	Compile and complete bibliography
July 1 – September 30, 2014	Final review of layout by Committee and editors
October 1, 2014	Document sent to Carr Printing
January 1, 2015	Printing of 1,000 copies completed
October 1, 2014 – July 3, 2015	Book Presale
July 4, 2015	Book sales and distribution

If the City Council so desires, they may direct the Committee to change or alter any part of the above proposed schedule.

MARKETING
The Committee is fully aware of the expectation of the City Council to be proactive in marketing the book. However, they also realize that their main goal is to create a successful book to celebrate the history of the community. They believe that when the Centennial Committee has been established, they will coordinate advertising with them and rely on the Committee and staff to do the majority of the advertising. Members of the Centennial Book Committee have approached the majority of businesses within Centerville seeking donations and letting them know of the book. The Committee has also thought of the following marketing ideas:

- Place an advertisement in the water bill, Centerville Newsletter and the Timeline (the Landmarks Commission Newsletter)
- Posters and banners at all community buildings
- Newspaper advertisement

- 4th of July parade float
- Advertise at family reunions, organizations and other activities held within Centerville

BUDGET

The following chart is a description of the budget for the book. This budget was originally presented to the City Council on September 4, 2012, and at that time it was determined the book would sale for $25.00.

Text preparation to final draft	$ 2,500
Edit and final layout	6,000
Printing and binding	35,000
Advertising and distribution	2,000
Total	$ 45,000
All donations to date	$ 1,700
Possible **total** City commitment	$ 20,000
(Two $10,000 donations within each budget period)	

REQUEST OF FUNDS

The Committee has requested that the City Council allocate an amount of $10,000 to the Centennial Book Project. These funds will be used for the following:

1. Preliminary layout
2. Galle sheets
3. Text preparation
4. Advertising
5. Remaining amount be held in the Centennial Book Committee account for printing

CONCLUSION

The Committee is excited about the Centennial Book and wishes to thank the Council for supporting this exciting project. They would like to ensure the Council that the book will be very professional and has already sparked a tremendous interest among businesses and citizens. The Committee also welcomes any thoughts and ideas from the Council in relation to content, layout, advertising and when the book should be sold and distributed.

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 4.

Short Title: Discuss HB 76 from 2013 Legislative Session, including participation in the legislative process by City officials

Initiated By: Councilmembers Wright and Ivie

Scheduled Time: 7:40

SUBJECT

RECOMMENDATION

No staff recommendation. This matter was requested to be put on the agenda by Councilmembers Wright and Ivie.

BACKGROUND

At the December 3 Council meeting, during Open Session (see attached minutes), Cory Green spoke about HB 76 (Concealed Weapon Carry Amendments) in the 2013 Legislative Session. HB 76 was passed by the House and Senate, but vetoed by Governor Herbert. Mr. Green referred to letters sent to the Governor by a number of police chiefs opposing this bill, including one with "Chief Neal Worsley, Centerville Police Department" on it (see attached letter). He noted that the letter leads off with a statement that "Centerville City" opposes HB 76, making it appear as if the Chief was speaking for the City's elected officials. After this meeting, Councilmembers Wright and Ivie requested this matter be scheduled on a later agenda for discussion.

Staff are not sure of the full scope of discussion desired by Wright and Ivie. At a minimum, staff assume they want to ask Chief Worsley about the process that ended up with his name on a letter as if he was speaking for the City's elected officials. Chief Worsley can explain more in-depth at the meeting how this occurred, but a series of related events as understood by the City Manager is shown below:

* The Utah Police Chiefs Association and Law Enforcement Legislative Committee opposed HB 76.
* The Utah League of Cities and Towns (ULCT) Legislative Policy Committee (LPC) voted nearly unanimously during the session to oppose the bill.
* Upon passage of the bill by the House and Senate, the ULCT staff initiated a lobbying effort to encourage elected officials and police chiefs to send letters to the Governor, asking him to veto the bill. ULCT staff drafted a sample letter that could be modified and used by these officials as a basis for their letters. That sample letter is attached.
* Due to circumstances that can be explained by Chief Worsley, he did not prepare a customized letter on Police Department letterhead, but allowed his name to be added to the sample letter as signatory, and "Centerville" in the blank on the opening line. This was submitted along with a number of other similar letters (but in most cases customized to express the chief's position, not the city) to the Governor.
* Following the December 3 meeting, the City Manager spoke with and corrected Chief Worsley about this, reaffirming earlier direction that as Police Chief he should not be speaking for the City as a whole in legislative matters unless the City Council has given that direction. Chief Worsley

readily acknowledged that he has understood this directive, but in this case he did not exercise due care to see that the letter was appropriately modified to make it clear that he was speaking for himself in his professional capacity.

A brief summary of the bill is attached, written by the ULCT. Also enclosed is the *enrolled* version of HB 76 (i.e. the version passed by the House and Senate).

ATTACHMENTS:

Description

- Minuttes of December 3, 2013 Council meeting
- Sample letter re HB 76
- Worsley letter re HB 76
- HB 76 - ULCT Summary
- HB 76S

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.

March 13, 2013

Governor Gary Herbert
350 North State Street, Suite 200
Salt Lake City, UT 84114-2220

Governor Herbert,

________________ City stands with the Utah League of Cities and Towns, the Utah Chiefs of Police Association, and the Law Enforcement Legislative Committee in opposition to HB 76 – *Concealed Weapon Carry Amendment.*

Governor Herbert, we encourage you to veto HB 76.

HB 76 represents a dramatic change in Utah's concealed carry permitting process that has been fair for the public, public safety, and concealed carry permit holders.

The reasons for our opposition to the proposal include the following:

- In order to qualify for a concealed firearm permit under Utah Code Ann. 53-5-704 & (3) a person must be screened to see that the person has not been convicted of:
    - A misdemeanor crime of violence other than domestic violence;
    - An offense involving the use of alcohol; or
    - A misdemeanor offense involving moral turpitude.
- Additionally a person may be disqualified from a permit for behavior demonstrating a danger to himself or others by a past pattern of behavior involving unlawful violence, threats of unlawful violence, or misdemeanor violations of state weapons laws.
- HB 76, however, would allow any person over age 21 to carry a concealed firearm regardless of any history of those convictions or behaviors.

Current law allows a person with a concealed firearm permit to carry a loaded firearm concealed or openly. A person who does not possess a concealed firearm permit may openly carry an unloaded firearm. If HB 76 is not vetoed, any person who is 21 years of age or older who may lawfully possess a dangerous weapon may carry a loaded firearm openly or concealed.

We are worried that the potential enactment of HB 76 abridges the ability of public safety officers from responding to the concerns of our residents and businesses.

Signed,

Local elected official and/or local police chief

March 13, 2013

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350 North State Street, Suite 200
Salt Lake City, UT 84114-2220

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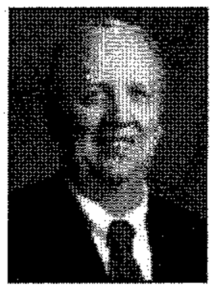
We are worried that the potential enactment of HB 76 abridges the ability of public safety officers from responding to the concerns of our residents and businesses.

Signed,

Chief Neal Worsley
Centerville Police Department

HB 0076S01 | Concealed Weapon Carry Amendments

Sponsor: **Mathis, J.**
Bill Status: **VETOED**
ULCT Position: **Oppose**



Legislative Purpose for the Bill:
This bill provides an exemption for a person, who is 21 years of age or older and who may lawfully possess a firearm, from certain criminal provisions related to the carrying of an unloaded concealed firearm.

Municipal Impact/Requirements:
This bill was vetoed by Governor Herbert and the legislature is considering a special session to override the veto. The bill would have allowed any individual who could legally possess a firearm to carry the firearm without first obtaining a concealed weapons permit. Consequently, individuals currently denied a concealed weapons permit due to their criminal or violent background would be allowed to carry.

CONCEALED WEAPON CARRY AMENDMENTS

2013 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: John G. Mathis

Senate Sponsor: Allen M. Christensen

Cosponsors:	Ronda Rudd Menlove	Ryan D. Wilcox
Jacob L. Anderegg	Curtis Oda	
Brian M. Greene	Paul Ray	

LONG TITLE

General Description:

This bill amends provisions of Title 76, Chapter 10, Part 5, Weapons, related to conduct involving the carrying of a concealed firearm.

Highlighted Provisions:

This bill:

- provides an exemption for a person, who is 21 years of age or older and who may lawfully possess a firearm, from certain criminal provisions related to the carrying of an unloaded concealed firearm.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

76-10-505, as last amended by Laws of Utah 2009, Chapter 362

76-10-505.5, as last amended by Laws of Utah 2011, Chapter 91

76-10-523, as last amended by Laws of Utah 2009, Chapter 362

Be it enacted by the Legislature of the state of Utah:

Section 1. Section **76-10-505** is amended to read:

76-10-505. Carrying loaded firearm in vehicle or on street.

(1) Unless otherwise authorized by law, a person may not carry a loaded firearm:

(a) in or on a vehicle, unless:

(i) the vehicle is in the person's lawful possession; or

(ii) the person is carrying the loaded firearm in a vehicle with the consent of the person lawfully in possession of the vehicle;

(b) on a public street; or

(c) in a posted prohibited area.

(2) Subsection (1)(a) does not apply to a minor under 18 years of age, since a minor under 18 years of age may not carry a loaded firearm in or on a vehicle.

(3) Notwithstanding Subsection (1)(a)(i) and (ii), <u>and Subsection 76-10-523(3),</u> a person may not possess a loaded rifle, shotgun, or muzzle-loading rifle in a vehicle.

(4) A violation of this section is a class B misdemeanor.

Section 2. Section **76-10-505.5** is amended to read:

76-10-505.5. Possession of a dangerous weapon, firearm, or sawed-off shotgun on or about school premises -- Penalties.

(1) As used in this section, "on or about school premises" means:

(a) (i) in a public or private elementary or secondary school; or

(ii) on the grounds of any of those schools;

(b) (i) in a public or private institution of higher education; or

(ii) on the grounds of a public or private institution of higher education; and

(iii) (A) inside the building where a preschool or child care is being held, if the entire building is being used for the operation of the preschool or child care; or

(B) if only a portion of a building is being used to operate a preschool or child care, in that room or rooms where the preschool or child care operation is being held.

(2) A person may not possess any dangerous weapon, firearm, or sawed-off shotgun, as

those terms are defined in Section 76-10-501, at a place that the person knows, or has reasonable cause to believe, is on or about school premises as defined in this section.

(3) (a) Possession of a dangerous weapon on or about school premises is a class B misdemeanor.

(b) Possession of a firearm or sawed-off shotgun on or about school premises is a class A misdemeanor.

(4) This section does not apply if:

(a) the person is authorized to possess a firearm as provided under Section 53-5-704, 53-5-705, 76-10-511, or Subsection 76-10-523(1) or (2), or as otherwise authorized by law;

(b) the possession is approved by the responsible school administrator;

(c) the item is present or to be used in connection with a lawful, approved activity and is in the possession or under the control of the person responsible for its possession or use; or

(d) the possession is:

(i) at the person's place of residence or on the person's property; or

(ii) in any vehicle lawfully under the person's control, other than a vehicle owned by the school or used by the school to transport students.

(5) This section does not prohibit prosecution of a more serious weapons offense that may occur on or about school premises.

Section 3. Section **76-10-523** is amended to read:

76-10-523. Persons exempt from weapons laws.

(1) This part and Title 53, Chapter 5, Part 7, Concealed Weapon Act, do not apply to any of the following:

(a) a United States marshal;

(b) a federal official required to carry a firearm;

(c) a peace officer of this or any other jurisdiction;

(d) a law enforcement official as defined and qualified under Section 53-5-711;

(e) a judge as defined and qualified under Section 53-5-711;

(f) a common carrier while engaged in the regular and ordinary transport of firearms as merchandise; or

(g) a nonresident traveling in or through the state, provided that any firearm is:

(i) unloaded; and

(ii) securely encased as defined in Section 76-10-501.

(2) The provisions of Subsections 76-10-504(1) and (2), and Section 76-10-505 do not apply to any person to whom a permit to carry a concealed firearm has been issued:

(a) pursuant to Section 53-5-704; or

(b) by another state or county.

(3) The provisions of Subsection 76-10-504(1) does not apply to a person 21 years of age or older who may lawfully possess a firearm, as long as the firearm is not loaded.

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 5.

Short Title: Legacy Crossing Development Agreement and Easement Amendments

Initiated By: City Attorney

Scheduled Time: 7:50

SUBJECT

a. Consider amendments to the Legacy Crossing Development Agreement regarding master site plan, fencing, drive aisles and parking, as related to development of the Lot 4 Amended Subdivision
b. Consider amendments to the Legacy Crossing Declaration of Parking and Cross-Access Easement regarding on-site parking requirements for lots within the Lot 4 Amended Subdivision

RECOMMENDATION

a. Approve the Third Amendment to the Legacy Crossing Development Agreement regarding master site plan, fencing, drive aisles and parking, as related to development of the Lot 4 Amended Subdivision

b. Approve the Second Amendment to Legacy Crossing Declaration of Parking and Cross-Access Easement relating to on-site parking requirements for lots within Lot 4 Amended Subdivision

BACKGROUND

The Legacy Crossing at Parrish Lane Development consists of approximately 28 acres and is located at approximately 1250 West and Parrish Lane ("Legacy Crossing Project"). Development within the Legacy Crossing Project is subject to a recorded Development Agreement that was entered into by the original developers and the City. Lot 4 within the original development project has recently been approved for subdivision into five (5) lots and a detention basin parcel known as the Lot 4 Amended Subdivision. The developer of Lot 404 within the Lot 4 Amended Subdivision desires to build an office building and related improvements. As part of conceptual site plan review for the office building on Lot 404, it was determined that certain amendments to the Development Agreement and Declaration of Parking and Cross-Access Easement would be necessary to permit the proposed development. Specifically, the developer has requested the following amendments to the Development Agreement: (1) eliminating some fencing along Legacy Boulevard immediately adjacent to the new Lots 403 and 404; (2) eliminating a drive access point along Legacy Boulevard and revising the parking layout; and (3) amending the Master Site Plan to allow the buildings to be brought closer to Legacy Boulevard and addressing the parking layout. The developer is also requesting an amendment to the Declaration of Parking and Cross-Access Easement to revise the on-site parking requirements for lots within Lot 4 Amended Subdivision. On December 11, 2013, the Planning Commission approved the conceptual site plan for the proposed office building on Lot 404, subject to the developer obtaining the necessary amendments to the Legacy Crossing Development Agreement and Declaration of Parking and Cross-Access Easements as described. Staff is supportive of the proposed amendments and does not believe they are detrimental to the project development so long as all property owners in the Legacy Crossing Project agree to such amendments. Staff recommends approval of the proposed amendments to the Legacy Crossing Development Agreement and Declaration of Parking and Cross-Access as attached hereto.

Copies of the Lot 4 Amended Subdivision Plat (draft) and Lot 4 Amended Master Site Plan (draft) are attached for your reference regarding proposed development of the lots within the Lot 4 Amended Subdivision.

ATTACHMENTS:

Description

- Third Amendment to Development Agreement
- DA - Exhibit 2 - Master Site Plan
- DA - Exhibit 2 - Fencing Plan
- DA - Exhibit 2 - Drive Aisles
- Second Amendment to Declaration of Easements
- Lot 4 Amended Subdivision Plat (draft)
- Lot 4 Amended Master Site Plan (draft)

When recorded, return to:

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

Affects Parcels: 06-336-0001, 06-336-0002, 06-336-0003, 06-336-0005, 06-336-0006, 06-336-0007, 06-336-0008, 06-336-0009, 06-336-0010, 06-336-0012, 06-336-0013

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN CENTERVILLE CITY, PARRISH LAND HOLDINGS, LLC, LEGACY CROSSING LLC, LEGACY CROSSING THEATRE, LLC, LEGACY CROSSING APARTMENTS, L.C., SUMMERWOOD HOLDINGS II, LLC, LEGACY CROSSING OWNERS ASSOCIATION, INC., LEGACY OFFICE BUILDING, LLC, AND ES 135488 LC

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("Third Amendment") is made and entered into as of the ______day of________________, 2014, by and between **CENTERVILLE CITY,** a Utah municipal corporation ("City"), **PARRISH LAND HOLDINGS, LLC,** a Utah limited liability company, **LEGACY CROSSING LLC,** a Utah limited liability corporation, **LEGACY CROSSING THEATRE, LLC**, a Utah limited liability company, **LEGACY CROSSING APARTMENTS, L.C.**, a Utah limited liability company, **SUMMERWOOD HOLDINGS II, LLC**, a Utah limited liability company, **LEGACY CROSSING OWNERS ASSOCIATION, INC.**, a Utah non-profit corporation, **LEGACY OFFICE BUILDING, LLC**, a Utah limited liability company, **ES 135488 LC**, a Utah limited liability company (collectively referred to herein as "Developer").

RECITALS:

WHEREAS, the City, Parrish Land Holdings, LLC and Legacy Crossing LLC previously entered into that certain Development Agreement dated September 21, 2010 and recorded at the Davis County Recorder's Office on September 28, 2010, Entry No. 2555652, Book No. 5118, Pages 526-622 ("Development Agreement"), regarding the development of the Legacy Crossing at Parrish Lane project consisting of approximately 28.70 acres of real property located at the southeast corner of 1250 West and Parrish Lane in Centerville City, Davis County, State of Utah, as more particularly described in **Exhibit 1**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the other parties to this Third Amendment became parties to the Development Agreement by such certain Assignment and Assumption Agreements subsequently entered into and recorded against the Property at the Davis County Recorder's Office; and

WHEREAS, Legacy Crossing LLC has requested and desires to amend the Development Agreement to revise the Master Site Plan building and parking layouts as set forth in Exhibit C, to eliminate some internal decorative fencing along Legacy Crossing Boulevard as set forth in Exhibit N, and to eliminate drive aisles along Legacy Boulevard as set forth in Exhibit O; and

WHEREAS, the City is willing to amend the Development Agreement to make the requested changes to the exhibits as more particularly set forth herein;

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 agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Amendment.

2. **Amendment.** Exhibit C to the Development Agreement regarding the Master Site Plan and internal parking for Lot 4 of the Planned Development is hereby amended to read in its entirety as set forth in **Exhibit 2,** attached hereto and incorporated herein by reference.

3. **Amendment.** Exhibit N to the Development Agreement regarding internal fencing for the Planned Development is hereby amended to read in its entirety as set forth in **Exhibit 2,** attached hereto and incorporated herein by reference.

4. **Amendment.** Exhibit O to the Development Agreement regarding drives and drive aisles within the Planned Development is hereby amended to read in its entirety as set forth in **Exhibit 2,** attached hereto and incorporated herein by reference.

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

"CITY"

CENTERVILLE CITY

ATTEST:

____
Marsha L. Morrow, City Recorder

By:_____________________________
Mayor Paul Cutler

"DEVELOPER"

PARRISH LAND HOLDINGS, LLC

By:_____________________________
Its:_____________________________

LEGACY CROSSING LLC

By:_____________________________
Its:_____________________________

LEGACY CROSSING THEATRE, LLC

By:_____________________________
Its:_____________________________

LEGACY CROSSING APARTMENTS, LC

By:_____________________________
Its:_____________________________

SUMMERWOOD HOLDINGS II, LLC

By:________________________________
Its:________________________________

LEGACY CROSSING OWNERS ASSOCIATION, INC.

By:________________________________
Its:________________________________

LEGACY OFFICE BUILDING, LLC

By:________________________________
Its:________________________________

ES 135488 LC

By:________________________________
Its:________________________________

CITY ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the _____ day of _____________, 2014, personally appeared before me Paul A. Cutler, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Paul A. Cutler acknowledged to me that the City executed the same.

____
Notary Public

My Commission Expires: Residing at:

________________ ______________________________

PARRISH LAND HOLDINGS ACKNOWLEDGMENT

STATE OF ___________)
:ss.
COUNTY OF _________)

On the _____ day of _____________, 2014, personally appeared before me ______________________ who being by me duly sworn did say that (s)he is the ________________ of **PARRISH LAND HOLDINGS, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

____
Notary Public

My Commission Expires: Residing at:

________________ ______________________________

LEGACY CROSSING ACKNOWLEDGMENT

STATE OF ____________)
:ss.
COUNTY OF __________)

On the _____ day of ______________, 2014, personally appeared before me __________________________ who being by me duly sworn did say that (s)he is the ______________________ of **LEGACY CROSSING LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

____
Notary Public

My Commission Expires: Residing at:

____________________ __________________________________

LEGACY CROSSING THEATRE ACKNOWLEDGMENT

STATE OF ____________)
:ss.
COUNTY OF __________)

On the _____ day of ______________, 2014, personally appeared before me __________________________ who being by me duly sworn did say that (s)he is the ______________________ of **LEGACY CROSSING THEATRE, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

____
Notary Public

My Commission Expires: Residing at:

____________________ __________________________________

LEGACY CROSSING APARTMENT ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me ______________________, who being by me duly sworn did say that (s)he is the managing member of **LEGACY CROSSING APARTMENT, L.C.**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

____
Notary Public

My Commission Expires:

____

Residing at:

____

SUMMERWOOD HOLDINGS II ACKNOWLDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me ______________________, who being by me duly sworn did say that (s)he is the managing member of **SUMMERWOOD HOLDINGS II, LLC,** a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

____
Notary Public

My Commission Expires:

____

Residing at:

____

LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me ______________________, who being by me duly sworn did say that (s)he is the managing member of **LEGACY CROSSING OWNERS ASSOCIATION, INC.,** a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board and duly acknowledged to me that said corporation executed the same.

____
Notary Public

My Commission Expires: Residing at:

______________________________ ______________________________

LEGACY OFFICE BUILDING, LLC ACKNOWLDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me ______________________, who being by me duly sworn did say that (s)he is the managing member of **LEGACY OFFICE BUILDING, LLC,** a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

____
Notary Public

My Commission Expires: Residing at:

______________________________ ______________________________

ES 135488 LC ACKNOWLDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me ____________________, who being by me duly sworn did say that (s)he is the managing member of **ES 135488 LC,** a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

____
Notary Public

My Commission Expires: Residing at:

______________________________ ______________________________

EXHIBIT 1

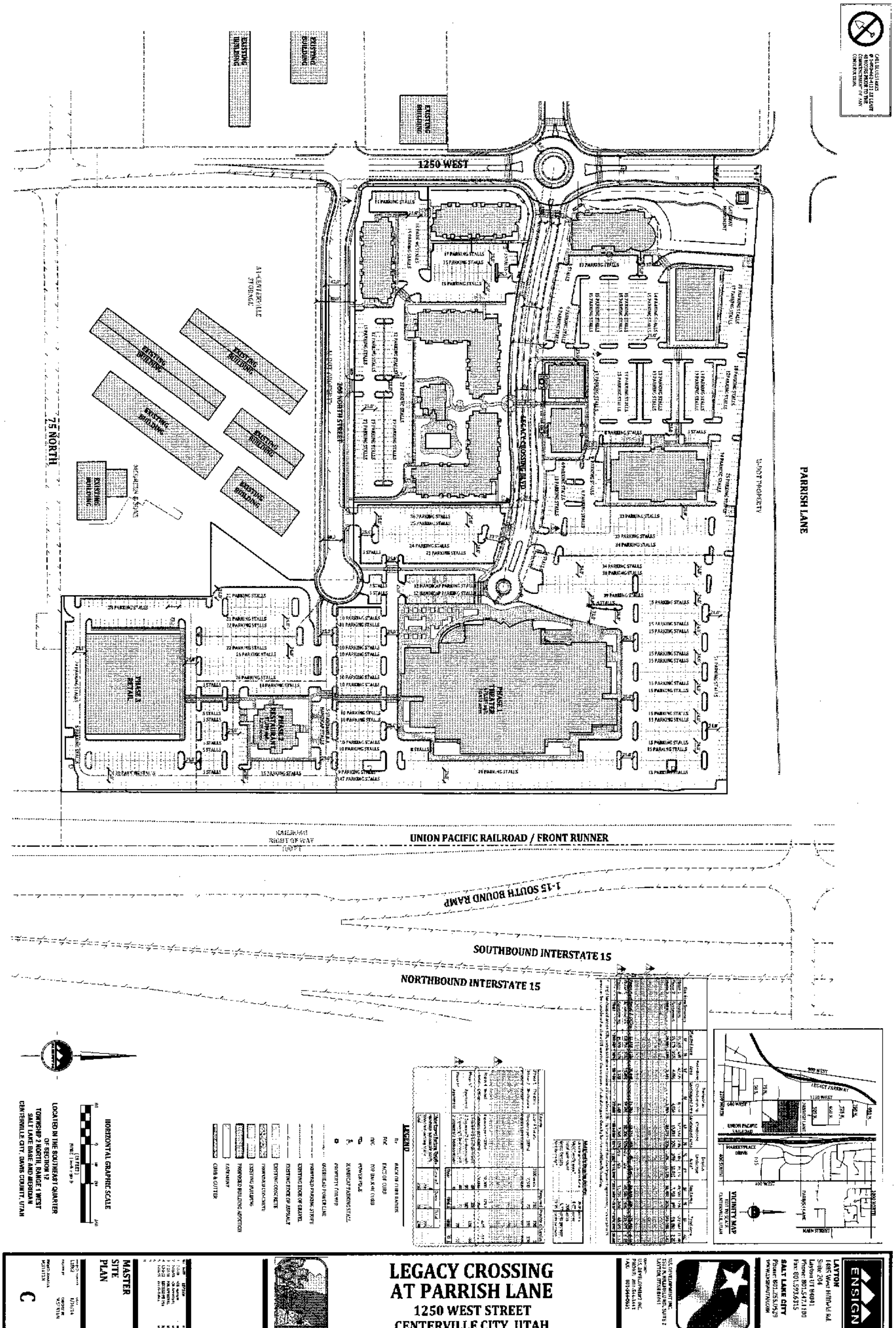
PROPERTY DESCRIPTION

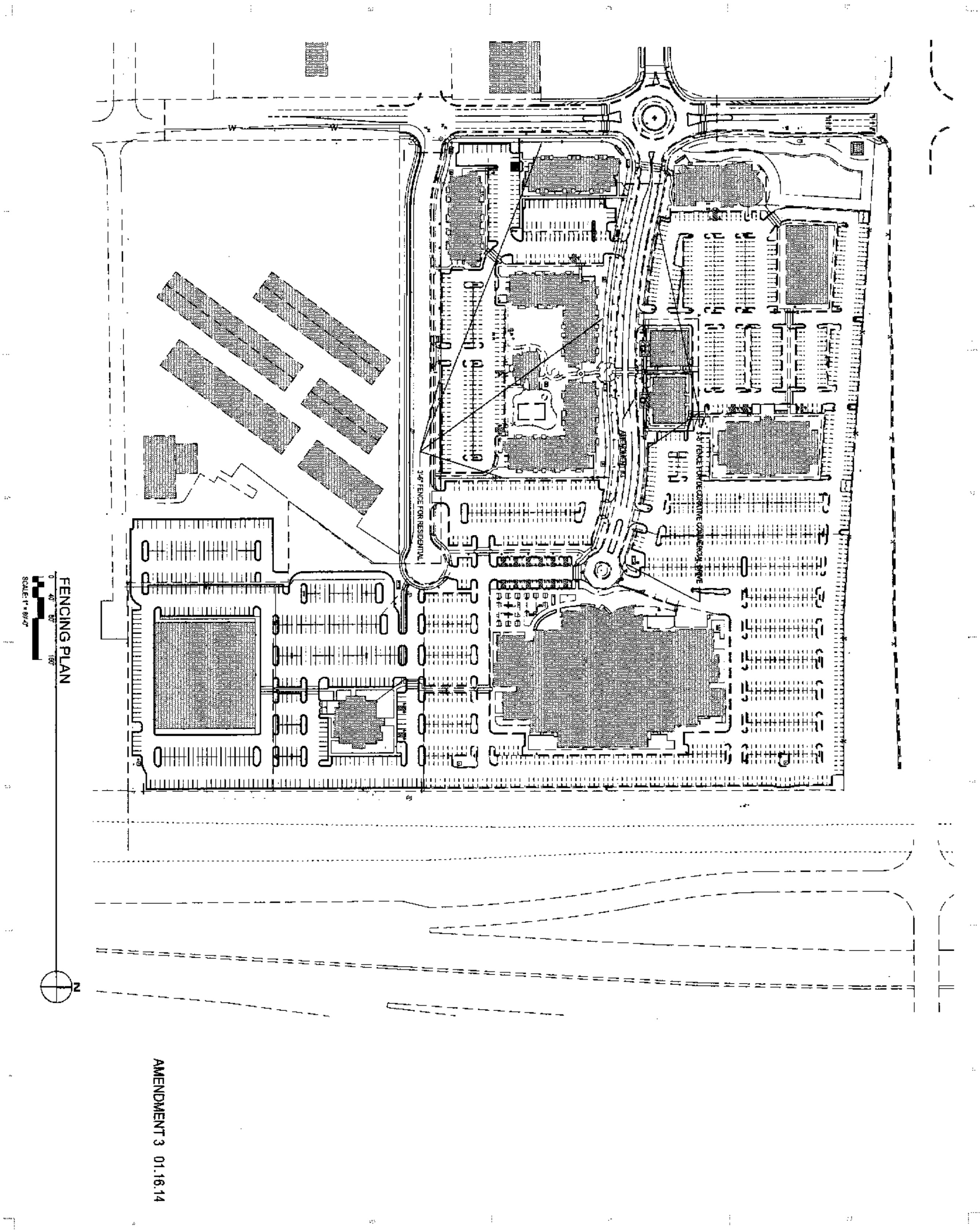
All of the Legacy Crossing at Parrish Lane Subdivision Plat located in Centerville, Utah, as filed at the Davis County Recorder's Office, State of Utah

EXHIBIT 2

AMENDED EXHIBITS TO THE DEVELOPMENT AGREEMENT

Exhibit C	-	Master Site Plan
Exhibit N	-	Fencing Plan
Exhibit O	-	Drive Aisles and Dimensions Plan


1250 WEST
75 NORTH
200 NORTH STREET
LEGACY CROSSING BLVD
PARRISH LANE
EXISTING BUILDING
PHASE 1 THEATER
PHASE 2 RESTAURANT
PHASE 3 RETAIL
UNION PACIFIC RAILROAD / FRONT RUNNER
I-15 SOUTH BOUND RAMP
SOUTHBOUND INTERSTATE 15
NORTHBOUND INTERSTATE 15
VICINITY MAP
LEGEND
HORIZONTAL GRAPHIC SCALE
LOCATED IN THE SOUTHEAST QUARTER
TOWNSHIP 2 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH
ENSIGN
LAYTON
SALT LAKE CITY
LEGACY CROSSING
AT PARRISH LANE
1250 WEST STREET
CENTERVILLE CITY, UTAH
MASTER SITE PLAN
C



AMENDMENT 3 01.16.14

FENCING PLAN

DEVELOPMENT AGREEMENT

EXHIBIT

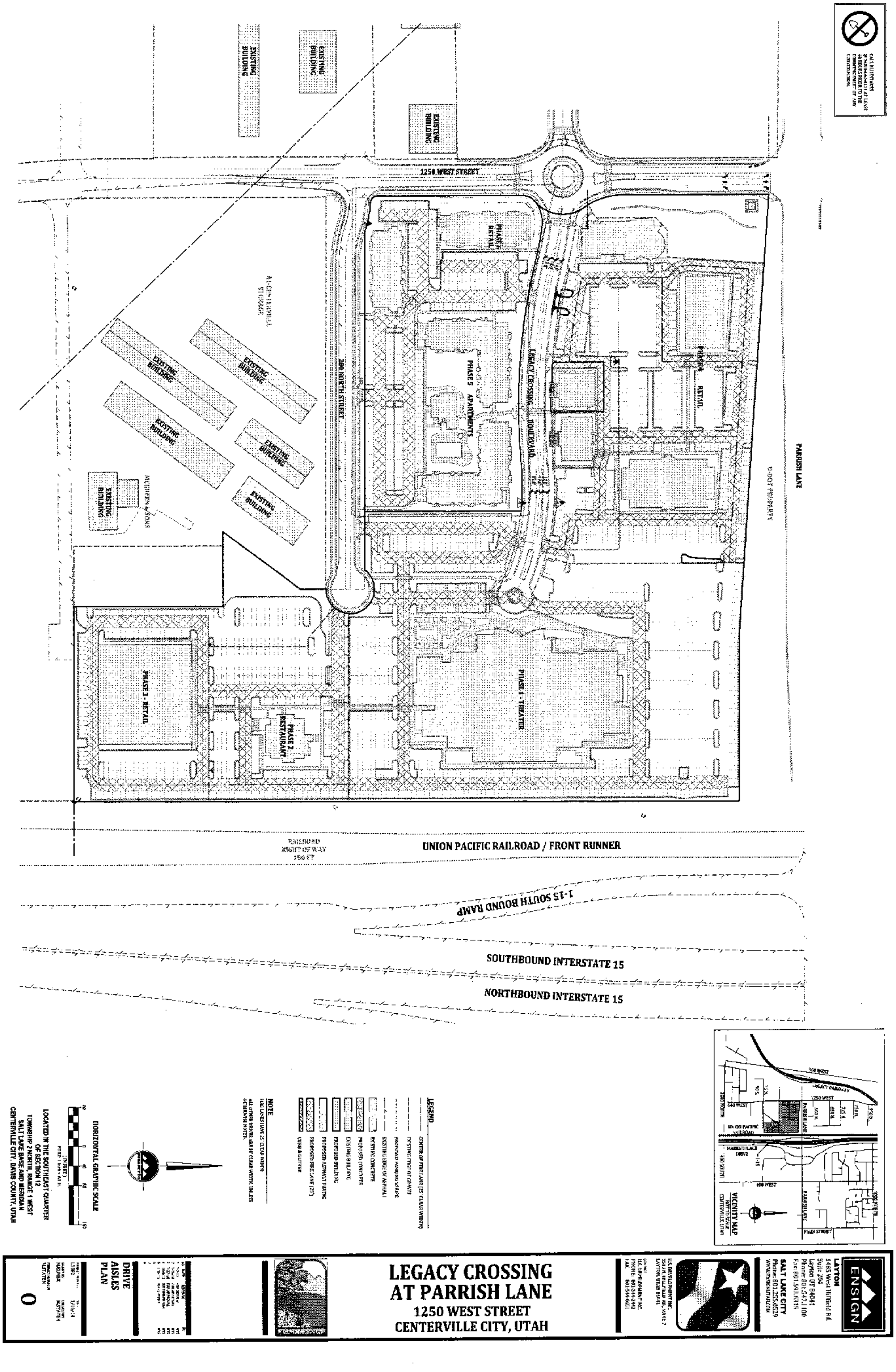
N-1

LEGACY CROSSING AT PARRISH LANE

MIXED COMMERCIAL / RESIDENTIAL
PLANNED DEVELOPMENT

CENTERVILLE
UTAH

U.S. Development
1513 North Hillfield Road
Suite 2
Layton, Utah 84041
Telephone (801) 544-3443
Telefax (801) 544-0451
www.usdevelopment.com



LEGACY CROSSING AT PARRISH LANE

1250 WEST STREET

CENTERVILLE CITY, UTAH

DRIVE AISLES PLAN

0

When recorded, return to:

Legacy Crossing LLC
Attn: Dan Bridenstine
1513 North Hillfield Rd. Ste 2
Layton, Utah 84041

Affects Parcels: 06-336-0001, 06-336-0002, 06-336-0003, 06-336-0005, 06-336-0006, 06-336-0007, 06-336-0008, 06-336-0009, 06-336-0010, 06-336-0012, 06-336-0013

SECOND AMENDMENT TO DECLARATION OF PARKING AND CROSS-ACCESS EASEMENT AND OTHER EASEMENTS AND RESTRICTIONS AFFECTING LAND

THIS SECOND AMENDMENT TO DECLARATION OF PARKING AND CROSS-ACCESS EASEMENT AND OTHER EASEMENTS AND RESTRICTIONS AFFECTING LAND ("Second Amendment") is made and entered into as of the ______day of_______________, 2014, by and between **PARRISH LAND HOLDINGS, LLC,** a Utah limited liability company, **LEGACY CROSSING LLC,** a Utah limited liability corporation, **LEGACY CROSSING THEATRE, LLC,** a Utah limited liability company, **LEGACY CROSSING APARTMENTS, L.C.,** a Utah limited liability company, **SUMMERWOOD HOLDINGS II, LLC,** a Utah limited liability company, **LEGACY CROSSING OWNERS ASSOCIATION, INC.,** a Utah non-profit corporation, **LEGACY OFFICE BUILDING, LLC,** a Utah limited liability company, and **ES 135488 LC,** a Utah limited liability company (collectively referred to herein as "Declarants").

RECITALS:

WHEREAS, Declarants are the owners of certain real property located within the Centerville Legacy Crossing at Parrish Lane Subdivision, Davis County, State of Utah, as more particularly described in **Exhibit 1,** attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Declarants previously recorded against the Property that certain Declaration of Parking and Cross-Access Easement and other Easements and Restrictions Affecting Land, as recorded at the Davis County Recorder's Office, and as amended by that First Amendment to the Declaration (hereinafter collectively referred to as the "Declaration of Parking and Cross-Access Easement"); and

WHEREAS, Declarants desire to amendment the Declaration of Parking and Cross-Access Easement regarding parking requirements regarding Lot 4 as more particularly set forth herein.

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 agree as follows:

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into this Amendment.

2. **Amendment.** Section 6 of the Declaration of Parking and Cross-Access Easement is hereby amended to read in its entirety as follows:

6. Parking Easement. Except as otherwise provided herein for Lot 4, ~~Notwithstanding anything to the contrary,~~ each lot shall at all times maintain the minimum number of parking spaces required for the lot and use thereof pursuant to Centerville City Ordinances and the Development Agreement. The owners of the lots may provide parking in excess of that required by Centerville City Ordinances, provided that all other landscaping and site related improvements required by Centerville City Ordinances have been satisfied and approved by Centerville City. Except as otherwise provided herein regarding Lot 5 and Lot 6, Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 shall have the right to utilize the parking spaces within the Common Areas for overflow parking purposes. Notwithstanding the grant of parking spaces, in no event shall cross-access for parking be provided or permitted from Lot 1, Lot 2, Lot 3, or Lot 4 onto, over, across or through Lot 5 or Lot 6. No private agreements or arrangements shall be entered into or made by any lot owners, their agents, successors or assigns, that would encumber or restrict available parking for any given lot to less than the minimum number of parking spaces required for such Lot and use of the Lot in accordance with applicable Centerville City Ordinances. Lot 4 of the original Legacy Crossing at Parrish Lane Subdivision has been subsequently divided into five (5) lots and one (1) parcel, as more particularly described and set forth in the Legacy Crossing at Parrish Lane Lot 4 Amended Subdivision. Each lot within the Lot 4 Amended Subdivision shall not be required to maintain the minimum number of parking spaces required for the lot and use thereof so long as the overall parking within Lot 4 Amended is provided in accordance with the Master Site Plan and parking count for Lot 4 Amended, and so long as such required parking complies with all Centerville City Ordinance requirements for the buildings and uses within Lot 4 Amended.

2. **Full Force and Effect.** The terms and conditions of this Second Amendment are hereby incorporated as part of the Declaration. All other terms and conditions of the Declaration not modified by this Second Amendment shall remain in full force and effect and are hereby ratified and affirmed.

3. **Binding Effect.** This Second Amendment shall run with the Property at law as an equitable servitude and shall be binding upon the Property, the owners of the Property and their respective successors and assigns. This Second Amendment shall inure to the benefit and be binding upon every part of the Property and every interest therein.

4. **Counterparts.** This Second Amendment may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

5. **Subordination.** This Second Amendment shall be subject and subordinate to any and all public utility easements, rights-of-way, and other easements of record

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

"DECLARANTS"

PARRISH LAND HOLDINGS, LLC

By:______________________________
Its:______________________________

LEGACY CROSSING LLC

By:______________________________
Its:______________________________

LEGACY CROSSING THEATRE, LLC

By:____________________________
Its:____________________________

LEGACY CROSSING APARTMENTS, LC

By:____________________________
Its:____________________________

SUMMERWOOD HOLDINGS II, LLC

By:____________________________
Its:____________________________

LEGACY CROSSING OWNERS ASSOCIATION, INC.

By:____________________________
Its:____________________________

LEGACY OFFICE BUILDING, LLC

By:____________________________
Its:____________________________

ES 135488 LC

By:____________________________
Its:____________________________

PARRISH LAND HOLDINGS ACKNOWLEDGMENT

STATE OF ____________)
:ss.
COUNTY OF __________)

On the _____ day of ______________, 2014, personally appeared before me ________________________ who being by me duly sworn did say that (s)he is the ____________________ of **PARRISH LAND HOLDINGS, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

____
Notary Public

My Commission Expires: Residing at:

__________________ ________________________________

LEGACY CROSSING ACKNOWLEDGMENT

STATE OF ____________)
:ss.
COUNTY OF __________)

On the _____ day of ______________, 2014, personally appeared before me ________________________ who being by me duly sworn did say that (s)he is the ____________________ of **LEGACY CROSSING LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

____
Notary Public

My Commission Expires: Residing at:

__________________ ________________________________

LEGACY CROSSING THEATRE ACKNOWLEDGMENT

STATE OF ____________)
:ss.
COUNTY OF __________)

On the _____ day of ______________, 2014, personally appeared before me _________________________ who being by me duly sworn did say that (s)he is the _____________________ of **LEGACY CROSSING THEATRE, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.

____
Notary Public

My Commission Expires: Residing at:

___________________ ________________________________

LEGACY CROSSING APARTMENT ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me _____________________, who being by me duly sworn did say that (s)he is the managing member of **LEGACY CROSSING APARTMENT, L.C.**, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

____
Notary Public

My Commission Expires: Residing at:

___________________________ ______________________________

SUMMERWOOD HOLDINGS II ACKNOWLDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me ____________________, who being by me duly sworn did say that (s)he is the managing member of **SUMMERWOOD HOLDINGS II, LLC,** a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

____
Notary Public

My Commission Expires: Residing at:

____________________________ ________________________________

LEGACY CROSSING OWNERS ASSOCIATION ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me ____________________, who being by me duly sworn did say that (s)he is the managing member of **LEGACY CROSSING OWNERS ASSOCIATION, INC.,** a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board and duly acknowledged to me that said corporation executed the same.

____
Notary Public

My Commission Expires: Residing at:

____________________________ ________________________________

LEGACY OFFICE BUILDING, LLC ACKNOWLDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me ______________________, who being by me duly sworn did say that (s)he is the managing member of **LEGACY OFFICE BUILDING, LLC,** a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

____
Notary Public

My Commission Expires: Residing at:

____________________________ ________________________________

ES 135488 LC ACKNOWLDGMENT

STATE OF UTAH)
:ss.
COUNTY OF ____________)

On the ____ day of ________________, 2014, personally appeared before me ______________________, who being by me duly sworn did say that (s)he is the managing member of **ES 135488 LC,** a Utah limited liability company, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

____
Notary Public

My Commission Expires: Residing at:

____________________________ ________________________________

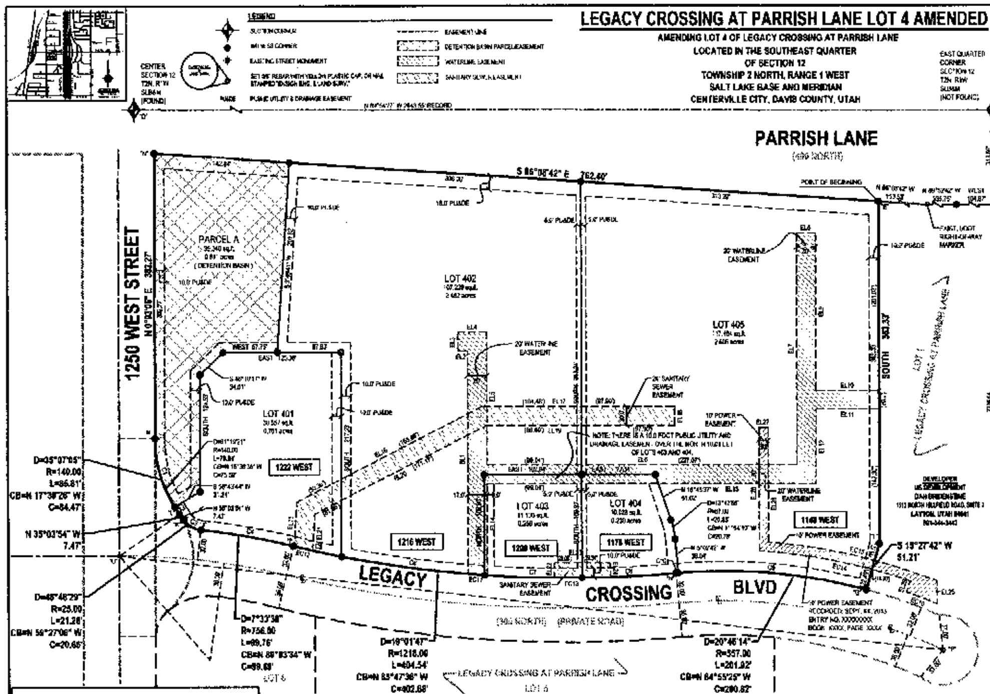
EXHIBIT 1

PROPERTY DESCRIPTION

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

LEGACY CROSSING AT PARRISH LANE LOT 4 AMENDED

AMENDING LOT 4 OF LEGACY CROSSING AT PARRISH LANE
LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 12
TOWNSHIP 2 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH



CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	76.54	140.00	39.26	75.59	N 18°36'18" W	31°19'21"
C2	8.27	140.00	4.14	8.27	N 35°10'07" W	3°47'41"
C3	21.28	25.00	11.33	20.65	S 59°27'08" E	48°46'29"
C4	99.76	756.00	49.95	99.69	N 86°03'34" W	7°33'38"
C5	52.53	1218.00	26.27	52.53	S 77°20'53" E	2°28'15"
C6	150.91	1218.00	75.55	150.82	S 82°17'09" E	7°05'57"
C7	102.12	1218.00	51.09	102.09	S 88°15'08" E	4°48'13"
C8	98.97	1218.00	49.51	98.95	N 87°01'58" E	4°39'22"
C9	199.30	557.00	100.75	198.29	N 64°47'30" W	20°30'24"
C10	2.57	557.00	1.28	2.57	S 64°46'23" W	0°15'52"

EASEMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
EC11	20.00	1218.00	10.00	20.00	S 85°31'08" E	0°56'27"
EC12	20.29	1218.00	10.14	20.29	S 76°40'18" E	0°57'15"
EC13	59.48	1218.00	29.39	59.47	N 84°19'57" E	2°47'08"
EC14	181.11	579.40	91.02	180.50	N 76°22'51" W	18°58'47"
EC15	180.27	570.45	90.84	179.57	S 76°40'29" E	17°30'17"
EC16	33.94	567.00	16.97	33.93	N 68°42'12" W	3°25'46"

EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
EL1	238.48	NORTH
EL2	10.00	WEST
EL3	20.00	NORTH
EL4	30.00	EAST
EL5	140.94	SOUTH
EL6	326.11	EAST
EL7	240.47	NORTH
EL8	20.00	EAST
EL9	187.41	SOUTH
EL10	65.43	EAST
EL11	65.43	WEST

EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
EL12	78.08	SOUTH
EL13	242.07	WEST
EL14	97.07	SOUTH
EL15	46.42	S 3°35'16" W
EL16	218.02	N 42°33'05" E
EL17	203.39	EAST
EL18	20.00	SOUTH
EL19	107.80	WEST
EL20	202.13	N 82°37'05" E
EL21	38.89	S 3°35'18" W
EL22	15.78	S 6°43'28" W

EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
EL23	58.42	EAST
EL24	15.10	N 2°03'33" W
EL25	24.38	SOUTH
EL26	131.00	NORTH
EL27	10.00	EAST
EL28	121.75	SOUTH
EL29	12.49	N 19°34'55" E

HORIZONTAL GRAPHIC SCALE

GENERAL NOTES:

SURVEYOR'S CERTIFICATE

BOUNDARY DESCRIPTION

OWNER'S DEDICATION

LEGACY CROSSING AT PARRISH LANE LOT 4 AMENDED

FIRST NATIONAL BANK
BY: JOHN JONES, PRESIDENT

LEGACY CROSSING, LLC
BY: KEVIN S. GARN, MANAGER

BARLOW CORPORATION
BY: DUNCAN BARLOW, PRESIDENT

KEVIN S. GARN

LEGACY OFFICE BUILDING, LLC
BY: KEVIN S. GARN, MANAGER

SUMMERWOOD HOLDINGS II LLC
BY: KEVIN S. GARN, MANAGER

CORPORATE ACKNOWLEDGEMENT

INDIVIDUAL ACKNOWLEDGEMENT

LLC ACKNOWLEDGEMENT

LLC ACKNOWLEDGEMENT

LLC ACKNOWLEDGEMENT

STATE OF UTAH)S.S.
County of Davis

On the ____ day of __________ A.D., 20_____, KEVIN S. GARN, personally appeared before me, the undersigned Notary Public, in and for said County of DAVIS in the State of Utah, who after being duly sworn, acknowledged to me that He is the MANAGER of SUMMERWOOD HOLDINGS II LLC and that He signed the Owner's Dedication freely and voluntarily for and in behalf of said LLC and acknowledged to me that said LLC executed the same.

MY COMMISSION EXPIRES __________

__________ RESIDING IN __________ COUNTY.
NOTARY PUBLIC

CORPORATE ACKNOWLEDGEMENT

CORPORATE ACKNOWLEDGEMENT

STATE OF UTAH)S.S.
County of Davis

On the ____ day of __________ A.D., 20_____, DUNCAN BARLOW, personally appeared before me, the undersigned Notary Public, in and for said County of DAVIS in the State of Utah, who after being duly sworn, acknowledged to me that He is the PRESIDENT of DALE CORPORATION and that He signed the Owner's Dedication freely and voluntarily for and in behalf of said Corporation and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES __________

__________ RESIDING IN __________ COUNTY.
NOTARY PUBLIC

LEGACY CROSSING AT PARRISH LANE LOT 4 AMENDED

LOCATED IN THE SOUTHEAST QUARTER
OF SECTION 12
TOWNSHIP 2 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

ENSIGN
LAYTON
SALT LAKE CITY
TOOELE

PLANNING COMMISSION RECOMMENDED FOR APPROVAL

ON THIS ____ DAY OF __________ 20____

CHAIRMAN PLANNING COMMISSION

CENTERVILLE CITY ENGINEER RECOMMENDED FOR APPROVAL

ON THIS ____ DAY OF __________ 20____

CENTERVILLE CITY ENGINEER

CENTERVILLE CITY ATTORNEY RECOMMENDED FOR APPROVAL

ON THIS ____ DAY OF __________ 20____

CENTERVILLE CITY ATTORNEY

CENTERVILLE CITY COUNCIL APPROVAL

PRESENTED TO THE CITY COUNCIL OF CENTERVILLE UTAH
THIS ____ DAY OF __________ 20____, AT WHICH
TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED.

CITY RECORDER ATTEST

MAYOR

SHEET 1 of 1

PROJECT NUMBER: 11933
MANAGER: K.RUSSELL
DRAWN BY: A.SHELBY
CHECKED BY: K.RUSSELL
DATE: 4/15/13

DAVIS COUNTY RECORDER

ENTRY NO. __________ FEE
PAID __________ FILED FOR RECORD AND
RECORDED THIS ____ DAY OF ______ 20____
AT ______ IN BOOK _______ OF OFFICIAL RECORDS
PAGE

DAVIS COUNTY RECORDER

BY __________
DEPUTY RECORDER

CALL BLUESTAKES @ 1-800-662-4111 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

BENCHMARK IS THE CENTER OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN.

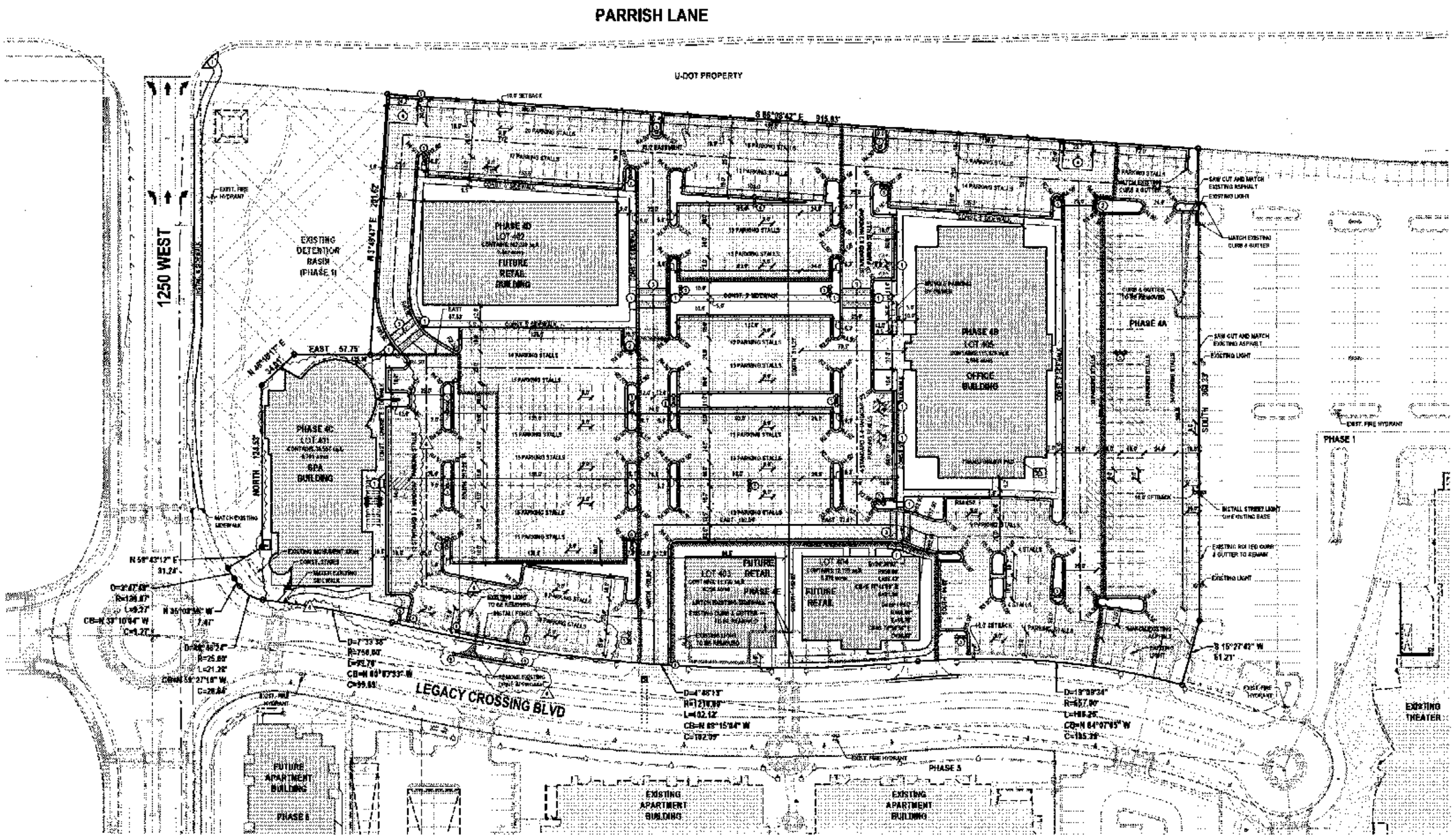
ELEVATION = 4208.28

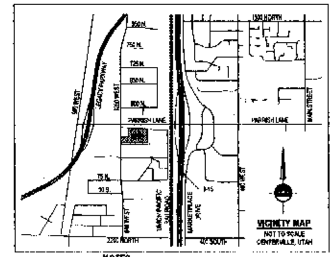
		Criteria		Required	Provided	Surplus
Phase 1	Theaters	1 per 4.5 seats	3300 seats	733	738	5
Phase 2	Restaurant	10 spaces per 1000 sf	7,500	75	183	108
Phase 3	Retail	4 spaces per 1000 sf	39,400	157.6	197	39.4
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Phase 4 total	Retail	4 spaces per 1000 sf	32,300	129.2	481	-8.2
	Office	5 spaces per 1000 sf	72,000	360		
Phase 5*		1.5 spaces/1-bedroom unit	68	102	216	-66
	Apartment	2.0 spaces/2-bedroom unit	90	180		
Phase 6*		1.5 spaces/1-bedroom unit	48	72	20	-52
	Apartment	2.0 spaces/2-bedroom unit	0	0		
			Total	1808.8	1835	26.2

Site Area Summary		Planted Area SF	Planted Area %	Pedestrian Area SF	Pedestrian Contribution to Landscaped Area SF	Combined Landscaped Area SF	Combined Landscaped Area %	Surplus Landscape Area* %	Surplus Landscape Area* SF	Roof Area SF	Roof Area %	Total Area SF	Total Area AC
Phase 1	Theaters	91,903	18%	42,779	30,634	122,537	23%	13%	70,332	89,660	17%	522,047	11.98
Phase 2	Restaurant	15,175	15%	4,656	4,656	19,831	20%	10%	10,013	7,419	8%	98,180	2.25
Phase 3	Retail	26,886	18%	3,193	3,193	30,079	20%	10%	15,178	38,407	26%	149,009	3.42
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Phase 4 tot	Retail & Office	34,875	13%	13,583	11,532	46,526	17%	7%	18,806	53,395	20%	276,402	6.35
Phase 5	Apartments	60,716	26%	19,491	19,491	80,206	35%	n/a	n/a	49,546	21%	232,071	5.33
Phase 6	Apartments	14,359	31%	3,188	3,188	7,305	15%	n/a	n/a	11,734	24%	48,609	1.12
	Total	244,633	18%	86,889	72,702	306,484	23%	13%	114,409	251,151	19%	1,328,413	30.46

* - req'd landscaped area = 10%. surplus LS area = combined LS area less 10%. By the terms of the development agreement, this surplus LS area can be considered as shared LS area for the purposes of calculating net density for the multifamily housing.

NOTE: UNDEVELOPED PHASES TO BE MAINTAINED BY OWNER FOR WEED CONTROL. WITH EACH SUBSEQUENT LOT, PAINTING MATERIALS AND COLORS SHALL BE SUBMITTED TO CENTERVILLE CITY FOR APPROVAL.





NOTES

1. ALL DIMENSIONS TO FACE OF CURB UNLESS NOTED OTHERWISE.
2. ALL WORK SHALL COMPLY WITH CURRENT APWA PLANS AND SPECIFICATIONS, AND WITH CENTERVILLE CITY STANDARD PLANS AND SPECIFICATIONS.
3. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR PIPE.
4. REFER TO ARCHITECTURAL PLANS FOR LIGHTING PLAN.
5. ALL SITE CURB & GUTTER SHALL BE 24" CURB & GUTTER.
6. SITE PAVEMENT: 3" ASPHALTIC CONCRETE OVER 8" BASE COURSE PER SOILS REPORT.
7. ALL SITE SIDEWALKS ARE THE "ACCESSIBLE" ROUTE TO AND FROM BUILDINGS, STREETS AND COMMON AREAS UNLESS OTHERWISE NOTED. ALL SIDEWALKS SHALL BE CONSTRUCTED TO MEET ACCESSIBILITY CRITERIA INCLUDING THE FOLLOWING:
   - LANDINGS AT ALL EXIT DOORS – 1:48 SLOPE MAX
   - LANDINGS AT TOP AND BOTTOM OF EACH RAMP – 1:48 SLOPE MAX
   - 1:12 MAX SLOPE FOR RAMPS
   - 1:20 MAX SLOPE FOR WALKWAYS
   - 1:48 MAX CROSS SLOPE FOR ALL RAMPS, LANDINGS & WALKWAYS

   SEE GRADING & DRAINAGE PLAN FOR SPOT ELEVATIONS AND DESIGN SLOPES.
8. IMPROVEMENTS IN PHASE 4A ARE COMPLETE AS OF 12-20-12. PHASES SHALL BE CONSTRUCTED SUCH THAT MINIMUM LANDSCAPED AREAS AND PARKING REQUIREMENTS ARE COMPLIED WITH FOR EACH BUILDING AS IT IS CONSTRUCTED.

KEYED NOTES

1. INSTALL HANDICAP ACCESSIBLE RAMP WITH TRUNCATED DOME MARKINGS PER ADA REQUIREMENTS.
2. INSTALL FIRE HYDRANT PER CENTERVILLE CITY STANDARDS.
3. STAMPED CONCRETE CROSSWALK PER DETAIL "X" SHEET C-4.0.
4. DUMPSTER ENCLOSURE PER DETAIL "B" SHEET C-4.0.
5. INSTALL STREET LIGHT
6. MATCH EXISTING CURB & GUTTER

LEGEND

- SET ENSIGN REBAR AND CAP
- PROPOSED STREET LIGHT
- EXISTING UTILITY POLE
- PROPOSED SETBACK
- PROPOSED EASEMENT
- EXISTING FENCE
- PROPOSED FENCE
- EXISTING EDGE OF ASPHALT
- PROPOSED EDGE OF ASPHALT
- EXISTING OVERHEAD POWER LINE
- EXISTING CONCRETE
- PROPOSED CONCRETE
- FUTURE CONCRETE
- FUTURE CONCRETE (BY OTHERS)
- EASEMENT
- EXISTING BUILDING
- PROPOSED BUILDING
- REVISION

HORIZONTAL GRAPHIC SCALE

(IN FEET)
HORZ. 1 inch = 40 ft.

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12
TOWNSHIP 2 NORTH, RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN
CENTERVILLE CITY, DAVIS COUNTY, UTAH

ENSIGN
LAYTON
1485 West Hillfield Rd.
Suite 204
Layton UT 84041
Phone: 801.547.1100
Fax: 801.593.6315
SALT LAKE CITY
Phone: 801.255.0529
WWW.ENSIGNUTAH.COM

U.S. DEVELOPMENT INC.
1513 N. HILLFIELD RD. SUITE 2
LAYTON, UTAH 84041

CONTACT
U.S. DEVELOPMENT INC.
PHONE 801-544-3443
FAX 801-544-0551

LEGACY CROSSING PHASE 4 OFFICE & RETAIL

1140 WEST LEGACY CROSSING BOULEVARD
CENTERVILLE CITY, UTAH

9/16/13

SITE DIMENSION PLAN

C-1.0

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 6.

Short Title: Ordinance Correcting Revisions to Section 12-41-060 of the Zoning Ordinance

Initiated By: City Attorney

Scheduled Time:

SUBJECT

Consider Ordinance No. 2014-01 ratifying amendments to Section 12-41-060 and Table 12-36 of the Zoning Ordinance regarding mixed commercial uses in Planned Development Overlay Zone

RECOMMENDATION

Approve Ordinance No. 2014-01 ratifying amendments to Section 12-41-060 and Table 12-36 of the Zoning Ordinance regarding mixed commercial uses in Planned Development Overlay Zone.

BACKGROUND

The City Council approved Ordinance No. 2009-22 on December 1, 2009. As part of the City Council's motion to approve Ordinance No. 2009-22, the Council approved certain Staff recommended additions to the ordinance. It has recently come to Staff's attention that the version of Ordinance No. 2009-22 that was signed by the Mayor and put in the City books did not include the Staff recommended amendments as approved by the City Council. In order to ensure that Ordinance No. 2009-22 properly reflects what the City Council adopted, Staff proposes Ordinance No. 2014-01 ratifying and correcting Ordinance No. 2009-22 to reflect the language and provisions actually adopted by the City Council back in 2009. Staff recommends approval of Ordinance No. 2014-01 as drafted.

A copy of the minutes from the December 1, 2009 meeting are attached. Also attached is a copy of the signed version of Ordinance No. 2009-22 and the Staff Recommendations as approved by the City Council as part of the ordinance.

ATTACHMENTS:

Description

- Ordinance No. 2014-01
- Ordinance No. 2009-22
- Minutes from December 1, 2009

ORDINANCE NO. 2014-01

AN ORDINANCE RATIFIYING AND CORRECTING ORDINANCE NO. 2009-22 WHICH AMENDED SECTION 12-41-060 OF THE CENTERVILLE MUNICIPAL CODE REGARDING USES ALLOWED IN A PLANNED DEVELOPMENT OVERLAY ZONE AND AMENDED TABLE 12-36 OF THE SAME ALLOWING MULTI-FAMILY DWELLINGS IN THE C-VH ZONE SUBJECT TO AND IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12-41 REGARDING COMMERCIAL PLANNED DEVELOPMENTS

WHEREAS, the City Council adopted Ordinance No. 2009-22 on December 1, 2009 adopting changes to Section 12-41-060 of the Zoning Ordinance and Table 12-36 of the same regarding mixed use development in Planned Commercial Developments; and

WHEREAS, on December 1, 2009, the City Council approved additional amendments to Ordinance No. 2009-22 as recommended by Staff and dated December 1, 2009; and

WHEREAS, the signed version of Ordinance No. 2009-22 did not include the additional amendments to the ordinance as recommended by Staff and approved by the City Council on December 1, 2009; and

WHEREAS, the City Council desires to ratify and correct Ordinance No. 2009-22 as it was originally approved by the City Council on December 1, 2009 to read as more particularly provided herein; and

WHEREAS, the City Council has determined that the ratification and corrections to Ordinance No. 2009-22 as provided herein are necessary to reflect actual legislative action taken by the City Council on December 1, 2009 and to ensure that City Ordinances properly reflect such action and adopted code provisions.

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

Section 1. **Amendment**. Ordinance No. 2009-22 is hereby ratified and corrected to amend Section 12-41-060 of the Centerville Municipal Code regarding Uses Allowed in a Planned Development Overlay Zone read as follows as originally adopted by the City Council on December 1, 2009:

12-41-060. Uses Allowed.

Uses allowed in a PDO zone shall be as set forth below. Any use which is a conditional use in the underlying zone shall be subject to the issuance of a conditional use permit as set forth in Chapter 12-21-100 of this Title.

(a) *Residential Planned Developments.* Planned developments to be established on land designated for residential land use in the City's General Plan shall be considered "residential planned developments." Any use permitted in the underlying zone and the following additional uses-shall be permitted in a residential planned development

(1) Multiple-family dwellings as provided in Section 12-41-100 of this Chapter; and

(2) Any commercial use that:

(A) Will serve residents of the planned development,

(B) Is designed and located to protect the character of the planned development and surrounding land uses; and

(C) Does not occupy more than forty (40) square feet per dwelling unit in the planned development.

(b) *Commercial Planned Developments.* Planned developments to be established on land designated for commercial land use in the City's General Plan <u>and zoned commercial</u> shall be considered "commercial planned developments." <u>Any use permitted in the underlying zone as</u> ~~Any commercial or industrial use~~ shown on the Table of Uses Allowed in Chapter 12-36 of this Title shall be permitted in a commercial planned development provided such use is:

(1) Specifically authorized as part of a site plan approved pursuant to the provisions of this Chapter; ~~and~~

(2) Designed as an integral element of the planned development, including building and landscape design, which is consistent with design elements of the development <u>and the provisions of this Chapter;</u>

<u>(3) Residential uses within a commercial planned development shall only be permitted within a mixed commercial/residential development;</u>

<u>(4) Mixed commercial/residential developments within a commercial planned development shall be predominantly commercial development with a supplemental residential component of such commercial development;</u>

<u>(5) The maximum overall residential density for residential uses within a commercial planned development shall be subject to the specific stipulations allowed by the underlying zone and/or designation assigned by the City's General Plan or Zoning Ordinance; provided, in no event shall the residential density exceed fifteen (15) units per acre when calculating the entire commercial planned development or twenty-five (25) units per acre when calculating the residential area only, whichever is less.</u>

(c) *Accessory Uses.* <u>Accessory uses within a planned development shall be governed by the underlying zone unless specific exceptions are made thereto as part of the Planned Overlay rezone approval.</u> ~~Accessory uses located in a common main building shall be permitted in a residential or commercial planned development. Accessory uses may include, but shall not be~~

~~limited to, churches, schools, recreational facilities and structures, child care centers, personal services, and RV parking.~~

Section 2. **Amendment**. Ordinance No. 2009-22 is hereby ratified and corrected to amend Chapter 12-36 - Table of Uses regarding multiple-family dwellings to read as follows as originally adopted by the City Council on December 1, 2009:

	Zones														
Residential Uses	**A-L**	**A-M**	**R-L**	**R-M**	**R-H**	**PF-L**	**PF-M**	**PF-H**	**PF-VH**	**C-M**	**C-H**	**C-VH**	**I-M**	**I-H**	**I-VH**
Dwelling, multiple-family	N	N	N	C	C	N	N	N	N	N	N	P*	N	N	N

* Multiple-family residential dwellings shall only be permitted within the C-VH Zone as part of a commercial planned development in accordance with and subject to the provisions of Chapter 12-41.

Section 3. **Severability**. If any section, part or provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. **Omission Not a Waiver.** The omission to specify or enumerate in this ordinance those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS ______ DAY OF JANUARY, 2014.

CENTERVILLE CITY

By:________________________________
Mayor Paul A. Cutler

ATTEST:

____
Marsha Morrow, City Recorder

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Averett	______	______
Councilmember Fillmore	______	______
Councilmember Higginson	______	______
Councilmember Ivie	______	______
Councilmember Wright	______	______

Staff Recommended Changes to Zoning Ordinance Amendments:

Section 1. **Amendment.** Section 12-41-060 of the Centerville Municipal Code regarding Uses Allowed in a Planned Development Overlay Zone is hereby amended to read in its entirety as follows:

12-41-060. Uses Allowed.

Uses allowed in a PDO zone shall be as set forth below. Any use which is a conditional use in the underlying zone shall be subject to the issuance of a conditional use permit as set forth in Chapter 12-21-100 of this Title.

(a) *Residential Planned Developments.* Planned developments to be established on land designated for residential land use in the City's General Plan shall be considered "residential planned developments." Any use permitted in the underlying zone and the following additional uses-shall be permitted in a residential planned development

(1) Multiple-family dwellings as provided in Section 12-41-100 of this Chapter; and

(2) Any commercial use that:

(A) Will serve residents of the planned development,

(B) Is designed and located to protect the character of the planned development and surrounding land uses; and

(C) Does not occupy more than forty (40) square feet per dwelling unit in the planned development.

(b) *Commercial Planned Developments.* Planned developments to be established on land designated for commercial land use in the City's General Plan and zoned commercial shall be considered "commercial planned developments." Any use permitted in the underlying zone as shown on the Table of Uses Allowed in Chapter 12-36 of this Title shall be permitted in a commercial planned development provided such use is:

Deleted: Any commercial or industrial use

(1) Specifically authorized as part of a site plan approved pursuant to the provisions of this Chapter;

Deleted: and

(2) Designed as an integral element of the planned development, including building and landscape design, which is consistent with design elements of the development and the provisions of this Chapter;

(3) Residential uses within a commercial planned development shall only be permitted within a mixed commercial/residential development;

(4) Mixed commercial/residential developments within a commercial planned development shall be predominantly commercial development with a supplemental residential component of such commercial development.

(5) The maximum overall residential density for residential uses within a commercial planned development shall be subject to the specific stipulations allowed by the underlying zone and/or designation assigned by the City's General Plan or Zoning Ordinance; provided, in no event shall the residential density exceed fifteen (15) units per acre when calculating the entire commercial planned development or twenty-five (25) units per acre when calculating the residential area only, whichever is less.

(c) *Accessory Uses.* Accessory uses within a planned development shall be governed by the underlying zone unless specific exceptions are made thereto as part of the Planned Overlay rezone approval.

Deleted: Accessory uses located in a common main building shall be permitted in a residential or commercial planned development. Accessory uses may include, but shall not be limited to, churches, schools, recreational facilities and structures, child care centers, personal services, and RV parking.

Section 2. **Amendment.** Chapter 12-36 - Table of Uses regarding multiple-family dwellings is hereby amended to read as follows:

	Zones														
Residential Uses	A-L	A-M	R-L	R-M	R-H	PF-L	PF-M	PF-H	PF-VH	C-M	C-H	C-VH	I-M	I-H	I-VH
Dwelling, multiple-family	N	N	N	C	C	N	N	N	N	N	N	P*	N	N	N

* Multiple-family residential dwellings shall only be permitted within the C-VH Zone as part of a commercial planned development in accordance with and subject to the provisions of Chapter 12-41.

ORDINANCE NO. 2009-22

AN ORDINANCE AMENDING SECTION 12-41-060 OF THE CENTERVILLE MUNICIPAL CODE REGARDING USES ALLOWED IN A PLANNED DEVELOPMENT OVERLAY ZONE, AND AMENDING TABLE 12-36 OF THE SAME ALLOWING MULTI-FAMILY DWELLINGS IN THE C-VH ZONE SUBJECT TO AND IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12-41 REGARDING COMMERCIAL PLANNED DEVELOPMENTS.

WHEREAS, the City Council has recently approved amendments to Section 12-480-6 of the City General Plan allowing limited mixed use commercial/residential development in the Parrish-Legacy Gateway Corridor District; and

WHEREAS, the City Council, in conjunction with the amendments to the City General Plan, desires to amend Section 12-41-060 and Chapter 12-36 Table of Uses of the City Zoning Ordinance regarding planned commercial developments to allow for limited mixed use commercial/residential development within a designated planned development overlay zone as more particularly provided herein; and

WHEREAS, the City Council has determined that the proposed amendments to Section 12-41-060 and Chapter 12-36 Table of Uses are consistent with the recently amended provisions of Section 12-480-6 of the City General Plan regarding development uses within the Parrish-Legacy Gateway Corridor District; and

WHEREAS, the City Council has determined that the proposed amendments to Section 12-41-060 and Chapter 12-36 Table of Uses are in the best interest of the public to allow master planned mixed use development with a residential component increasing the viability of commercial businesses in the area by providing a greater population within walking distance of such commercial development; and

WHEREAS, the City Council has determined that the proposed amendments to Section 12-41-060 and Chapter 12-36 Table of Uses are in the best interest of the public by providing needed affordable housing and mixed use development within the City in close proximity to major transportation corridors; and

WHEREAS, the City Council has determined that the proposed amendments to Section 12-41-060 and Chapter 12-36 Table of Uses providing for a residential component to mixed use development within a planned commercial development are in the best interest of the public by providing possible live-work opportunities where citizens can live and work in the same area; and

WHEREAS, the City is authorized to enact and amend provisions of the Centerville City Zoning Ordinance pursuant to specific statutory authority, including, but not limited to *Utah Code Ann.* §§ 10-9a-501, *et seq.*, as amended, and *Utah Code Ann.* § 10-8-84, as amended; and

WHEREAS, all required notice and public hearings have been held before the Planning Commission and City Council regarding these proposed amendments to the City Zoning Ordinance.

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

Section 1. **Amendment.** Section 12-41-060 of the Centerville Municipal Code regarding Uses Allowed in a Planned Development Overlay Zone is hereby amended to read in its entirety as follows:

12-41-060. Uses Allowed.

Uses allowed in a PDO zone shall be as set forth below. Any use which is a conditional use in the underlying zone shall be subject to the issuance of a conditional use permit as set forth in Chapter 12-21-100 of this Title.

(a) *Residential Planned Developments.* Planned developments to be established on land designated for residential land use in the City's General Plan shall be considered "residential planned developments." Any use permitted in the underlying zone and the following additional uses shall be permitted in a residential planned development

(1) Multiple-family dwellings as provided in Section 12-41-100 of this Chapter; and

(2) Any commercial use that:

(A) Will serve residents of the planned development,

(B) Is designed and located to protect the character of the planned development and surrounding land uses; and

(C) Does not occupy more than forty (40) square feet per dwelling unit in the planned development.

(b) *Commercial Planned Developments.* Planned developments to be established on land designated for commercial and mixed commercial/residential district land uses in the City's General Plan shall be considered "commercial planned developments." Any commercial or industrial use shown on the Table of Uses Allowed in Chapter 12-36 of this Title shall be permitted in a commercial planned development provided such use is:

(1) Specifically authorized as part of a site plan approved pursuant to the provisions of this Chapter;

(2) Designed as an integral element of the planned development, including building and landscape design which is consistent with design elements of the development;

(3) Residential uses shall only be established in conjunction with other industrial, office, and supportive commercial type uses within the established mixed commercial/residential districts; and

(4) The maximum overall residential density for development of property designated in the approved mixed commercial/residential districts shall be subject to the specific stipulations allowed by the District and/or Zone Designation assigned by the City's General Plan or Zoning Ordinance.

(c) *Accessory Uses.* Accessory uses located in a common main building shall be permitted in a residential or commercial planned development. Accessory uses may include, but shall not be limited to, churches, schools, recreational facilities and structures, child care centers, personal services, and RV parking.

Section 2. **Amendment.** Chapter 12-36 - Table of Uses regarding multiple-family dwellings is hereby amended to read as follows:

	Zones														
Residential Uses	**A-L**	**A-M**	**R-L**	**R-M**	**R-H**	**PF-L**	**PF-M**	**PF-H**	**PF-VH**	**C-M**	**C-H**	**C-VH**	**I-M**	**I-H**	**I-VH**
Dwelling, multiple-family	N	N	N	C	C	N	N	N	N	N	N	P*	N	N	N

* Subject to and in accordance with Section 12-41-060(b) for Commercial Planned Developments.

Section 3. **Severability.** If any section, part or provision of this Ordinance is held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. **Omission Not a Waiver.** The omission to specify or enumerate in this ordinance those provisions of general law applicable to all cities shall not be construed as a waiver of the benefits of any such provisions.

Section 5. **Effective Date.** This Ordinance shall become effective immediately upon publication or posting, or thirty (30) days after passage, whichever occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 1ST DAY OF DECEMBER, 2009.

CENTERVILLE CITY

By: ______________________

Mayor Ronald G. Russell

ATTEST:

____

Marilyn Holje, City Recorder

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Allen	X	
Councilmember Averett		X
Councilmember Cutler	X	
Councilmember Lindstrom	X	
Councilmember Wright	X	

Minutes of the Centerville City Council meeting held Tuesday, December 1, 2009 at 7:00 p.m. in the Centerville City Council Chambers, 250 North Main, Centerville, Utah.

MEMBERS PRESENT

Mayor	Ronald G. Russell
Council Members	Justin Y. Allen
	Ken Averett
	Paul A. Cutler
	Sherri Lyn Lindstrom
	Lawrence Wright

MEMBERS ABSENT

STAFF OR OTHER CITY OFFICIALS PRESENT

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

PLEDGE OF ALLEGIANCE

INVOCATION Jerry Meyer, Representative from Bahai' Faith

OPEN SESSION

No one present wished to comment

MINUTES REVIEW AND ACCEPTANCE

The minutes of the November 17, 2009 Board of Canvassers meeting were reviewed. Councilman Wright made a **motion** to approve the minutes. The motion was seconded by Councilman Cutler and passed by unanimous vote (5-0).

The minutes of the November 17, 2009 work session were reviewed and amended. Councilman Wright made a **motion** to approve the minutes as amended. The motion was seconded by Councilman Cutler and passed by unanimous vote (5-0).

The minutes of the November 17, 2009 City Council meeting were reviewed. Councilman Wright made a **motion** to approve the minutes. The motion was seconded by Councilman Cutler and passed by unanimous vote (5-0).

SUMMARY ACTION CALENDAR

The Council reviewed items a-c on the Summary Action Calendar. Councilman Allen made a **motion** to approve items a-c on the Summary Action Calendar. The motion was seconded by Councilman Wright and passed by unanimous roll-call vote (5-0). Approved were:

a. Approval of Interlocal Cooperation Agreement with Davis County for Parrish Creek Drain Pipe Repair at 1250 West – Resolution No. 2009-26
b. Termination of warranty period for RB's One Stop
c. Approval of Resolution No. 2009-28 amending Section 3.010 of the Centerville Personnel Policies and Procedures to prohibit discriminatory employment practices based on genetic information

CENTERVILLE CITY MINUTES POLICY

Steve Thacker, City Manager, explained that there was some mix up regarding the backup material the Council received in their packets. New material was provided to the Council at the meeting. He explained the Council can still hold the public hearing portion of the meeting regarding the Zoning Ordinance and action on the proposed Policy, Zoning Code amendment and City Code amendment can be tabled to allow the Council adequate time to review the new materials.

a. Public hearing

At 7:25 p.m. Mayor Russell opened the public hearing. Seeing no one wishing to comment, Mayor Russell closed the public hearing.

Councilman Cutler asked staff to include policy guidelines on posting minutes to the website before finalizing the policy. Councilman Cutler made a **motion** to table action on this matter until the next regular City Council meeting. The motion was seconded by Councilman Allen and passed by unanimous roll-call vote (5-0).

b. Centerville City Approval of Minutes Policy – Resolution No. 2009-27

c. Amendments to the Centerville Zoning Code, Sections 12-20-050(C) and 12-20-060 (C) regarding written minutes and recording of public meetings of the Planning Commission, Board of Adjustment – Ordinance No. 2009-19

d. Amendments to the Centerville Municipal Code, Section 2-01-030 regarding meetings, Section 2-01-050 regarding Notice of Meetings, Section 2-01-060 regarding Agendas and Section 2-01-070 regarding Written Minutes and Recordings of Public Meetings – Ordinance No. 2009-20

PUBLIC HEARING

Cory Snyder, Community Development Director, explained that at their November 18, 2009 meeting the Planning Commission unanimously recommended approval of amendments to the General Plan and the Zoning Code. The petitioner has proposed to develop mixed commercial/residential uses that would include a 14-screen theater complex, indoor entertainment and commercial retail and multi-family housing to be known as "Legacy Crossing." The petitioner asserts the request is similar to the Shorelands Commerce Park District where residential opportunities are allowed to enhance the viability of the commerce park and create a live/work center. If the Council agrees with these proposals, the Council would only open the door to consider this type of project. It would not approve this specific project at this time.

The proposed Legacy Crossing development is to be located in the southeast corner of Parrish Lane and 1250 West consisting of 28+ acres. A study of this area was done in 2007 to explore potential development on the west side of I-15. One finding in that study indicated that residential housing may be appropriate in designated areas on the west side of I-15. The applicant is asking the Council to consider residential zoning of 15 units per acre in this development. Staff is recommending allowing 15 units per acre gross density but setting a cap of 25 units per acre net density. If development is allowed, staff wants to assure the amount of housing units in this area is adequate to establish a neighborhood.

Mr. Snyder explained this project would go through a planned development overlay, master site plan and final site plan approval with phased development (4-5 phases), a conditional use permit process, traffic study, and an economic needs and buffering study. The Council and Planning Commission would be involved during all of the various phases of approval and will have opportunity to give input during the process.

Representatives from U.S. Development gave a presentation to the Council regarding the proposed project. Upon researching the need for this type of development, they considered accessibility, community needs and central location. U.S. Development has determined this site as an optimum spot. The Council viewed renderings of the Conceptual Master Plan showing building layout, with a movie complex, retail and restaurant space. Architectural studies have been done to work on the design and scale of the project. The building architecture and design are planned to blend with the surrounding area and will compliment other surrounding architecture. U.S. Development has taken recommendations made by the Planning Commission and included them in their current proposal, i.e., larger public square, better traffic flow and pedestrian circulation.

At 8:20 p.m. Mayor Russell opened the public hearing to hear input regarding the General Plan and Zoning Code amendments, which would allow the addition of a residential element in the proposed development. Seeing no one wishing to comment, Mayor Russell closed the public hearing.

U.S. Development representatives responded to the Council regarding the history of success for this type of development. A similar project in Ogden has recently been built and has been very successful. The housing component in the proposed development will be designed to meet the needs of the local community. U.S. Development believes the movie complex and housing component are key features to making this type of mixed-use development viable. The Council expressed concern about some of the industrial and other types of uses on the property surrounding this area. U.S. Development is aware of these issues and is optimistic that once new development happens in this area it will encourage improvements in the other surrounding areas and businesses. They would also like to see a pedestrian connection from the east side of Centerville to the proposed development, but recognize that it likely will not happen until the Parrish Lane interchange is rebuilt. The Council discussed some of the utility options for this development and asked if UTOPIA would be an option for this development. U.S. Development has not yet made a final decision regarding all of the utility options for this project.

Cory Snyder, Community Development Director, responded to questions from the Council regarding the permitted uses and conditional uses in the table. He clarified the various steps of the approval process that would follow if the proposed ordinances were approved. Mr. Snyder reviewed the public notification and input process for this project. Councilman Averett was on the West Side Planning Steering Committee and expressed concern for allowing residential uses on the west side south of Parrish Lane. He suggested that the applicant pursue a hotel or some other commercial use in the proposed development to keep exclusively a commercial use. Councilman Averett does not want to set a precedent for high-density housing amounts for future development.

At 8:55 pm. Mayor Russell re-opened the public hearing.

Mark Green, MC Green and Sons - Mr. Green has been a business owner in this area for many years and expressed concern about new business coming and forcing existing businesses out. He has been willing to work with U.S. Development and would like to see the development happen, but does not want to be forced to change, upgrade or buffer his property due to the new development to the extent it would become a financial burden for him.

Dan Bridenstine, U.S. Development Representative, responded to concerns about fragmented residential areas within a community. The significant difference with the proposed project is that the entertainment feature and the work possibilities will make the housing component extremely successful. The applicant feels the housing component is vital to making the entire project work. It is likely that the movie complex and other entertainment options for the development may pull out without the housing component.

At 9:05 p.m., with no others wishing to comment, Mayor Russell closed the public hearing.

Steve Thacker, City Manager, provided the Council with a list of proposed changes to the General Plan related to Item a and proposed changes to the Zoning Ordinance item b. Cory Snyder, Community Development Director, explained the changes to the Council and responded to questions or comments. Mr. Snyder explained the process the Council could take once the planning process moves forward, if they find the residential component is problematic or undesirable.

a. Amendments to Centerville General Plan, Section 12-480-6 West Centerville Neighborhood re: Residential Density Allowances – Ordinance No. 2009-21.

b. Centerville Zoning Code text amendments to Chapter 12-36, Table of Uses Allowed, to allow "Dwelling, multiple-family" as a planned Development Overlay in the C-VH Zone, by amending Section 12-41-060(b), Uses Allowed, to allow mixed-use commercial/residential uses in the commercial development provisions – Ordinance No. 2009-22.

Councilman Wright made a **motion** to adopt Ordinance No. 2009-21 amending objective 2.C. of Section 12-480-6 of the Centerville City General Plan regarding permitted land uses in the Parrish-Legacy Gateway Corridor District of the West Centerville Neighborhood Plan to allow mixed-use commercial/residential development and to adopt Ordinance No. 2009-22 amending Section 12-41-060 of the Centerville Municipal Code regarding uses allowed in Table 12-36 of the same allowing multi-family dwellings in the C-VH Zone subject to and in accordance with provisions of Chapter 12-41 regarding commercial planned developments, including the proposed staff amendments dated December 1, 2009. The motion was seconded by Councilman Allen and passed by a 4-1 roll-call vote. Councilman Averett voted in opposition to the motion.

The motion was based on the following findings of the Planning Commission:

a. A decision to amend the General Plan is a matter within the legislative discretion of the City Council as described in Section 12-21-060(a) of the Zoning Ordinance.
b. The Commission finds that the request for allowing mixed commercial/residential development does not conflict with the future goals of development and buildout of the West Centerville Neighborhood.
c. The Commission finds that the current provisions of the West Centerville Plan do support the concept of allowing mixed commercial/residential developments (see Section 12-480-6, Objective 3.B).
d. The Commission finds that allowing a residential component to the Parrish-Legacy Gateway Corridor would still support the Commerce Park, as well as provide a closer social connection to other city residents.
e. The Commission finds that if residential is allowed, it must be at a significant quantity and quality to actually create a new viable residential neighborhood.
f. The Commission finds that the request for 15 units per acre gross density seems reasonable in order to create such a neighborhood. A significant lower-density allowance would likely create a less desirable or even unstable residential area within the West Centerville Neighborhood.
g. The Commission finds that Section 12-21-080(c) authorizes any "property owner" or "authorized agent" to initiate a zone text amendment.
h. The Commission finds that the text change remains consistent to the goals and objectives of the General Plan, as reviewed and considered in the November 18, 2009 Staff Report.
i. The Commission finds that the proposed amendments comply with the review criteria found in Section 12-21-080(e) of the Zoning Ordinance, as reviewed and considered in the November 18, 2009 Staff Report.
j. The Commission finds that by integrating multi-family housing with the commercial retail and entertainment, the amendment provides live work opportunities where people can live and work in their same area, ideally within walking distance.
k. The Commission finds that providing housing in the master planned commercial development increases the viability of commercial businesses by providing a greater population within walking distance that would support the commercial investment.
l. The Commission finds that affordable housing is of great importance in today's economy and the allowing of multi-family, as part of mixed commercial project, can

provide this needed housing type without disrupting traditional residential neighborhoods of Centerville City.

m. The Commission finds that providing housing in a master planned commercial development will give many individuals who are beginning their professional careers the opportunity to reside in Centerville.

At 9:30 p.m. the Council took a ten-minute break.

PUBLIC HEARING ON

a. Centerville Municipal Code – Zoning Code amendments to Section 12-51-070 regarding Landscaping Requirements, amending Section 12-51-080 regarding Plant Material Standards, and enacting Section 12-51-082 of the Same regarding Artificial Landscaping Standards – Ordinance No. 2009-23.

The Council recently adopted the recommendation made by the Planning Commission regarding the use of artificial landscaping and clarifications to the sign regulations. At that same time the Council directed staff and the Planning Commission to prepare additional amendments to Chapter 12-51-Landscaping and Screening. This request was to establish various districts and to set differing standards for each district for the use of artificial plants and to address a related setback issue from property lines in relation to the height of an artificial plant. Cory Snyder, Community Development Director, explained the Planning Commission was able to establish the various districts and set standards, but in spite of their efforts the Planning Commission was unable to reach a majority vote to establish a recommendation to the City Council regarding the internal illumination of artificial landscaping in the Frontage Road area. The Council was provided with the minutes of the Planning Commission meeting for their review. As a result of this, the City Attorney has prepared an ordinance for consideration regarding the artificial landscaping provisions. Therefore, the edits, as originally proposed to the Commission, are found in the ordinance being submitted to the Council for consideration.

At 9:50 p.m. Mayor Russell opened the public hearing.

Dave Bell, Business Owner – Asked the Council to support his request and supports artificial landscaping.

Stephanie Ivy – Ms. Ivy supports the Planning Commission and City Council's efforts.

Lisa Romney, City Attorney, noted that written public comment from David Irvine, Attorney for Mr. Bell, has been received and will be included in the record of the meeting.

Councilman Cutler made a **motion** to adopt Ordinance No. 2009-23 amending Section 12-51-070 of the Centerville Municipal Code regarding landscaping requirements, amending Section 12-51-080 of the same regarding plant material standards, and enacting Section 12-51-082 of the same regarding artificial landscaping standards. The motion was seconded by Councilman Wright and passed by unanimous roll-call vote (5-0).

DEUEL CREEK CHANNEL FLOOD CONTROL PROJECT

Steve Thacker, City Manager, is recommending this item be removed from the agenda because staff has determined the requirements for the grant application cannot be met by the December 4, 2009 deadline. The Council, therefore, did not consider this matter.

MAYOR'S REPORT

Mayor Russell used this item on the agenda to report on several matters and discuss future work session dates.

CITY MANAGER'S REPORT

Steve Thacker, City Manager, updated the Council on various matters including Main Street and Parrish Lane intersection improvements, 400 West traffic study, City website and cemetery expansion public hearing date.

At 10:20 p.m. the meeting was adjourned.

Marilyn Holje
Marilyn Holje, City Recorder

12-15-09
Date approved

Karrie Carlson
Karrie Carlson, Recording Secretary

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 7.

Short Title: Discuss policies and guidelines for conducting Council business and interactions with staff

Initiated By: Mayor Cutler, City Manager and City Attorney

Scheduled Time: 8:10

SUBJECT

RECOMMENDATION

Review current policies pertaining to the conduct of City Council business, guidelines for dealing with the news media and Council/Staff relations, and proposed training topics from City Attorney.

BACKGROUND

This topic was on the January 7 meeting agenda, but was not completed due to lack of time. Traditionally, upon each new City Council beginning their term, they have reviewed and agreed upon policies and guidelines affecting their actions. The subjects postponed from the last meeting include the following:

* Minutes approval policy (attached) and recommendation for making revisions to minutes--this is an existing policy;
* Electronic Meeting policy (attached)--an existing policy;
* Guidelines for dealing with news media;
* Guidelines for Council/Staff Relations (attached)--recommended by the City Manager.

In addition, Mayor Cutler has asked Lisa Romney, City Attorney, to propose a list of training topics that could be provided in the coming months. Lisa has prepared the attached list and recommended priorities. The City Council will be asked to select training topics, identify priorities and agree on frequency of training. Lisa has also attached a list of training she provided to the City Council and Planning Commission in 2013.

ATTACHMENTS:

Description

- Minutes Policy
- Electronic Meeting Policy
- Council relations
- Proposed City Attorney Training Topics
- Completed Training for 2013

CENTERVILLE CITY
APPROVAL OF MINUTES POLICY

1. Utah Open and Public Meetings Act.

a. The Utah Legislature has adopted the Open and Public Meetings Act, as set forth in *Utah Code Ann.* §§ 52-4-101, *et seq.*, as amended, regarding the conduct of public meetings by public bodies of the State or its political subdivisions.

b. Each public body of the City is subject to the requirements of the Utah Open Meetings Act and shall comply with the provisions of this Policy regarding the approval of minutes for public meetings.

2. Definitions.

a. As set forth in *Utah Code Ann.* § 52-4-103, as amended, "public body" means, and this Policy is applicable to, any administrative, advisory, executive, or legislative body of the City that: (1) is created by the Utah Constitution, statute, rule, ordinance, or resolution; (2) consists of two or more persons; (3) expends, disburses, or is supported in whole or in part by tax revenue; and (4) is vested with the authority to make decisions regarding the public's business.

b. For purposes of this Policy, all other terms and definitions set forth in *Utah Code Ann.* § 52-4-103, as amended, are adopted herein by this reference.

3. Written Minutes and Recording of Meetings Required.

Except as otherwise provided by law, written minutes and a recording shall be kept of all open meetings of the public bodies of the City.

4. Recording of Meetings.

a. Except as otherwise provided by law, a recording of an open meeting shall be a complete and unedited record of all open portions of the meeting from the commencement of the meeting through adjournment of the meeting.

b. All recordings shall be properly labeled or identified with the date, time and place of the meeting.

c. Pursuant to *Utah Code Ann.* § 52-4-203, as amended, a recording of an open meeting of a public body of the City shall be available to the public for listening within three (3) business days after the end of the meeting.

5. Substance of Minutes.

Pursuant to *Utah Code Ann.* § 52-4-203, as amended, written minutes of the meetings of public bodies of the City shall include the following:

a. The date, time and place of the meeting;

b. The names of the members present and absent;

c. The substance of all matters proposed, discussed, or decided by the public body which may include a summary of comments made by members of the public body;

d. A record, by individual member, of each vote taken by the public body;

e. The name of each person who is not a member of the public body, and after being recognized by the public body, provided testimony or comments to the public body;

f. The substance in brief of the testimony or comments provided by the public to the public body; and

g. Any other information that is a record of the proceedings of the meeting that any member requests be entered in the minutes or recording of the meeting.

6. Reasonable Time -- Exceptions.

a. Pursuant to the Utah Open and Public Meetings Act, written minutes are to be available to the public within a reasonable time after the end of the meetings.

b. The Utah Supreme Court, in interpreting and applying the provisions of the Open and Public Meetings Act has noted that what is a reasonable time to prepare written minutes of a public body depends on the facts of each case and varies with the exigencies of the particular case. *Conover v. Board of Education of Nebo School Dist.,* 267 P.2d 768 (Utah 1954). In *Conover,* the Court further noted that the time for preparation and dissemination of written minutes of a meeting is directly proportional to the importance of the action taken.

c. Notwithstanding any provision of this Policy to the contrary, written minutes of the meetings of the public bodies of the City shall be prepared, approved and available for public inspection within a reasonable time from the date of the meeting. What is a reasonable time for the preparation, approval and/or public inspection of minutes will depend on the applicable facts and circumstances.

d. The City is encouraged to prepare, approve and make available for public inspection written minutes of meetings as soon as reasonably practicable. Based on certain circumstances, such as appeal proceedings, effective date of action, etc., draft minutes in final form may be made available to the public sooner than the dates and time frames set forth in this Policy.

e. Based on certain circumstances, such as the length of the meeting, the amount of public comment, the importance of the action taken, etc., draft minutes in final form may not be made available to the public within the dates and time frames set forth in this Policy, but shall be prepared and made available within a reasonable time from the date of the meeting.

7. **Approval of Minutes by City Council.**

a. Except as otherwise provided by law, written minutes shall be prepared for all public meetings of the City Council.

b. Draft written minutes in final form shall be prepared by the City within ten (10) days from the date of the City Council meeting.

c. Draft written minutes in final form shall be clearly labeled as draft, preliminary, unapproved, or with some other appropriate language indicating that the written minutes are in draft form and are subject to change until formally approved by the City Council.

d. The City Council shall consider the draft minutes for approval at the next regularly scheduled City Council meeting following the completion of the draft minutes in final form.

e. The City Council shall approve the minutes as presented, approve the minutes with amendments, or table action on the minutes for further review and/or corrections. Any draft minutes that are tabled for further review and/or corrections shall be scheduled on the next regularly scheduled City Council meeting agenda for final action.

f. Once the meeting minutes are approved by the City Council, the City Recorder shall prepare, execute, and file the final version of the meeting minutes in the official records of the City.

8. **Approval of Minutes by Planning Commission.**

a. Except as otherwise provided by law, written minutes shall be prepared for all public meetings of the Planning Commission.

b. Draft written minutes in final form shall be prepared by the City within ten (10) days from the date of the Planning Commission meeting.

c. The draft written minutes in final form shall be clearly labeled as draft, preliminary, unapproved, or with some other appropriate language indicating that the written minutes are in draft form and are subject to change until formally approved by the Planning Commission.

d. The Planning Commission shall consider the draft minutes for approval at the next regularly scheduled Planning Commission meeting following the completion of the draft minutes in final form.

e. The Planning Commission shall approve the minutes as presented, approve the minutes with amendments, or table action on the minutes for further review and/or corrections. Any draft minutes that are tabled for further review and/or corrections shall be scheduled on the next regularly scheduled Planning Commission meeting agenda for final action.

f. Once the meeting minutes are approved by the Planning Commission, the City Recorder shall prepare, execute, and file the final version of the meeting minutes in the official records of the City.

9. Approval of Minutes by Other Public Bodies.

a. Except as otherwise provided by law, written minutes shall be prepared for all public meetings of other public bodies of the City (i.e., all public bodies of the City other than the City Council and the Planning Commission).

b. The policies and procedures set forth in this Section for the approval of minutes for other public bodies is necessary due to the fact that such other bodies of the City do not meet on a regularly scheduled basis or meet less often than once a month. Given the significant time period between meetings of these other bodies, a more efficient and timely policy is necessary for the approval of written minutes.

c. Draft minutes in final form shall be prepared by the City within ten (10) days from the date of the meeting of the public body.

d. Draft minutes in final form shall be clearly labeled as draft, preliminary, unapproved, or with some other appropriate language indicating that the written minutes are in draft form and are subject to change until formally approved by the public body.

e. If the public body has a meeting scheduled within thirty-five (35) days following the completion of the draft minutes in final form, the public body shall consider the draft minutes for approval at such next immediately scheduled meeting.

f. If presented at the next immediately scheduled meeting, the public body shall approve the minutes as presented, approve the minutes with amendments, or table action on the minutes for further review and/or corrections. Any draft minutes that are tabled for further review and/or corrections shall be approved within thirty-five (35) days from the date of such action to table in accordance with the provisions of this Section.

g. If the public body does not have a meeting scheduled within thirty-five (35) days following the completion of the draft minutes in final form, the City Recorder or other designee, shall provide each member of the public body with a copy of the minutes for review. Such draft minutes may be provided to the members of the public body electronically or by hard copy, as determined by the City.

h. Members of the public body shall have seven (7) days to review and provide the City Recorder with any corrections to the minutes. If corrections to the draft minutes are made by any member, a new revised draft version shall be sent out to the members, who shall have another seven (7) days to review and revise the draft minutes.

i. If the City Recorder does not hear back from any members of the public body with corrections to the draft minutes, or revised draft minutes, the draft minutes shall be deemed approved by the public body and shall thereafter become the official record of the meeting.

j. Once approved or deemed approved, the City Recorder shall prepare, execute, and file the final version of the meeting minutes in the official records of the City.

10. Minutes as Government Record.

a. Written minutes and recording of an open meeting are public records under the Utah Government Records Access and Management Act, as set forth in *Utah Code Ann.* §§ 63G-2-101, *et seq.*, as amended. Minutes shall be retained, classified, managed and accessed in accordance with applicable provisions of the Utah Government Records Access and Management Act and the Utah Open and Public Meetings Act.

b. Pursuant to *Utah Code Ann.* § 52-4-203, as amended, written minutes that have been prepared in final draft form awaiting only formal approval by the public body are a public record. Thus, once draft minutes have been prepared by the City in final form, the minutes shall be deemed a public record and shall be made available to the public even though they have not yet been formally approved by the public body. Such draft minutes must be properly labeled as such in accordance with the provisions of this Policy prior to release to the public.

c. Once approved or deemed approved and accepted, written minutes are the official record of action taken by the public body at the meeting.

11. No Separate Right of Action.

The Provisions of this Policy are intended to provide guidelines for the preparation and approval of minutes by the public bodies of the City in accordance with applicable law and shall not create a separate right of action by any third party for failure of the City or its public bodies to comply with the same.

CENTERVILLE CITY
ELECTRONIC MEETINGS POLICY

1. Purpose. The purpose of this Policy is to establish written procedures governing electronic meetings in accordance with *Utah Code Ann.* § 52-4-207, as amended, permitting a public meeting held by the City Council, Planning Commission or Board of Adjustment to be convened or conducted by means of a conference using electronic communications.

2. Definitions. As used in this Policy, the following terms shall have the meaning set forth as follows:

(a) "Anchor location" means the physical location from which the electronic meeting originates or from which the participants are connected.

(b) "Electronic meeting" means a meeting of a public body convened or conducted by means of a conference using electronic communications.

(c) "Participate" means the ability to communicate with all of the members of a public body, either verbally or electronically, so that each member of the public body can hear or observe the communications.

(d) "Public body" means the Centerville City Council, Planning Commission or Board of Adjustment.

(e) "Public hearing" means a portion of a meeting at which comments from the public will be accepted.

(f) "Public statement" means a statement made in the ordinary course of business of the public body with the intent that all other members of the public body receive it.

3. Notice. The public body may, by following the procedures and requirements of this Policy, convene and conduct an electronic meeting. The public body convening or conducting an electronic meeting shall:

(a) Give public notice of the meeting in accordance with *Utah Code Ann.* § 52-4-202, as amended, and other applicable provisions of the Utah State Code;

(b) Post written notice at the anchor location;

(c) Provide notice of the electronic meeting to the members of the public body at least 24 hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present; and

(d) Provide a description of how the members will be connected to the electronic meeting.

4. Emergency Meeting. Pursuant to *Utah Code Ann.* § 52-4-202(5), as amended, certain noticing requirements may be disregarded if because of unforeseen circumstances it is necessary for a public body to hold an emergency meeting to consider matters of an emergency or urgent nature. In the event of an emergency meeting, the public body shall comply with the requirements of *Utah Code Ann.* § 52-4-202(5), as amended.

5. Location. The Centerville City Offices, located at 250 North Main, Centerville, Utah, 84014, shall be considered the anchor location for purposes of this Policy. Space and facilities shall be provided at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting. If the meeting is a public hearing, space and facilities shall be provided at the anchor location so that interested persons and the public may attend, monitor and participate in the open portions of the meeting.

6. Procedures Governing Electronic Meeting. The procedures to be followed at the electronic meeting shall be the same as those followed by the public body in a non-electronic open and public meeting of the public body. The meeting shall be held pursuant to the agenda posted for that meeting. Prior to commencing the electronic meeting, an electronic link shall be established with all participants and the anchor location. The chair of the meeting shall confirm that the non-present members are connected via electronic means. Minutes shall be kept for the meeting in accordance with the requirements of the Open Meetings Law. If voting is required for any action, a roll call vote shall be taken so that the non-present member(s) vote may be counted and heard. Following passage of a motion to adjourn, the electronic link shall be terminated and the meeting shall be deemed concluded.

7. Participation. All interested parties shall be able to either hear public statements made by all members of the public body participating in the meeting, or be able to view and hear all members participating in the meeting. In addition, all interested parties shall be able to participate in a public hearing by having their voices or their voices and images conveyed live to all members of the public body. Care should be taken to ensure that participants verbalize their statements and responses so that non-present members may hear them. In addition, any and all visual aids and written material not available to the non-participating members should be verbally described. Nothing in this policy may be construed to interfere with accommodations made under the Americans With Disabilities Act.

8. Statement. Each agenda for an electronic meeting shall include the following statement:

> *Meetings of the Centerville City Council [Planning Commission or Board of Adjustment] 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.*

GUIDELINES FOR COUNCIL/STAFF RELATIONS

Proposed by Steve Thacker, City Manager

January 3, 2012

1. The Council should feel free to contact department heads and request information that is readily available. However, please do not give direction to staff beyond asking for information. If the information requested is not readily available, please discuss the request with me. When appropriate, this same information will be given to all council members.

2. The Council should feel free to make individual requests of me as the City Manager. However, if I feel the request will take considerable time or resources or may not be consistent with the desire of the majority of the Council, I will seek direction of the full Council before proceeding.

3. When a Council member hears a complaint, I ask to be informed so that I may deal with the complaint and hold someone accountable for its solution (rather than have the Council member come to me later saying that a department head had not responded to his complaint). The exception would be routine complaints–such as potholes, water pressure, garbage pickup, etc.—which you may call in directly to the appropriate department (or suggest the complainant make the call).

4. When a Council member has a concern about the performance of a City employee, I ask to be informed privately and given a chance to resolve the issue with the employee. If we fail to do so in a reasonable time, then it is fair to discuss the issue with the rest of the Council, preferably in a closed meeting, but with prior notice to the City Manager.

5. I suggest the Council not place staff in the position of having to respond off the cuff to questions or issues not related to agenda topics but raised by the Council members or citizens at public meetings, unless the question is fairly routine or harmless. I may need some time to look into the matter so that I can provide a reliable response. If the matter requires Council discussion but is not related to an agenda topic, it should be scheduled for discussion at a later meeting.

6. The Mayor or City Manager should be the only ones to ask for legal advice/opinions from the City Attorney outside of Council meetings, unless they direct staff or individual Council members to do so. The Council, however, could collectively ask for a legal opinion.

CENTERVILLE CITY ATTORNEY'S OFFICE

250 North Main Street
Centerville, Utah 84014
801.335.8842

MEMORANDUM

TO: City Council

FROM: Lisa G. Romney, City Attorney

DATE: January 3, 2014

RE: Proposed Training Topics for 2014

It has been proposed that I provide the City Council with topic specific training for the upcoming calendar year. I am happy to provide such training on a quarterly basis or other schedule as desired by the City Council. Some training is mandated by statute, such as the open meetings training required by the Utah Open Meetings Act. Other training is merely advisory as necessary to ensure that decisions of the City Council are legal and supported by legitimate findings based on lawful grounds in accordance with applicable ordinances. The following is a list of proposed topics for training for the City Council for 2014. You may also suggest additional topics as desired. Please consider these topics and be prepared to select 3-4 of these (or others) for the 2014 training schedule.

- Open Meetings (Utah Open Meetings Act)
- Conflicts of Interest (Utah Municipal Officers' and Employees' Ethics Act)
- Legislative vs. Administrative Decisions
- Parliamentary Procedure (Robert's Rules of Order)
- Legislative Update (2014 General Session of the Utah Legislature)
- Land Use and Zoning Decisions

CENTERVILLE CITY ATTORNEY'S OFFICE

250 North Main Street
Centerville, Utah 84014
801.335.8842

MEMORANDUM

TO: Steve Thacker, City Manager

FROM: Lisa G. Romney, City Attorney

DATE: January 3, 2014

RE: Completed Training for 2013

As we prepare our proposed training topics for 2014, I thought it would be helpful to summarize the training topics that were provided to the City Council and Planning Commission for 2013. This list will also be helpful to provide to URMMA to satisfy our training requirements. In total, I provided three training sessions for the Council and six trainings for the Planning Commission during 2013.

02/05/2013	City Council - Code Enforcement Analysis and Procedures
02/19/2013	City Council - Ethics and Civility Training
02/26/2013	Planning Commission – General Plan Training
03/27/2013	Planning Commission – Zoning Map Amendment (Rezone) Training
04/24/2013	Planning Commission – Zoning Ordinance Text Amendments
06/19/2013	City Council – Legislative Update 2013
06/26/2013	Planning Commission – Legislative Update 2013
10/09/2013	Planning Commission – Nonconforming Uses, Special Exceptions and Variance
11/13/2013	Planning Commission – Noticing and Public Hearing Requirements

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 8.

Short Title: Financial Report for period ending December 31, 2013

Initiated By: Blaine Lutz

Scheduled Time: 8:30

SUBJECT

RECOMMENDATION

BACKGROUND

Attached is the interim financial report through December. There are a couple of changes to the report. I have added comparative information on the general fund from the prior year. In the box to the right of the current year is the dollar amount and percent of budget for the same time period in the previous year. There are also other clarifications and notes regarding transfers and payments related to UTOPIA/UIA.

ATTACHMENTS:

Description

Interim Financial Report

General Fund
Unaudited Summary
December 2013 (50% of year)

	This Month	Year to Date	FY 14 Budget	% Budget	Prior Year Year to Date	Prior Year % Budget
Revenues						
Property Tax	$852,362	$914,545	$992,913	92.11%	$ 801,945	81.33%
Fee in Lieu	$5,661	$48,238	$90,000	53.60%	$ 50,629	53.29%
Sales & UseTax	$264,577	$1,659,731	$3,455,070	48.04%	$ 1,561,640	47.91%
Franchise Taxes	$74,742	$502,998	$1,330,000	37.82%	$ 488,055	43.65%
Licenses & Permits	$37,765	$188,062	$356,350	52.77%	$ 192,922	57.20%
Intergovernmental	$17,719	$258,208	$602,390	42.86%	$ 277,173	54.94%
Charges for Services	$71,079	$432,475	$835,475	51.76%	$ 496,133	63.13%
Fines	$34,559	$239,265	$485,000	49.33%	$ 217,630	45.82%
Miscellaneous	$559	$4,926	$53,250	9.25%	$ 25,761	45.80%
Transfers/Contributions	$0	$49,701	$182,500	27.23%	$ 359	0.26%
Total	$1,359,023	$4,298,149	$8,382,948	51.27%	$ 4,112,238	53.06%
Expenditures						
City Council	$4,454	$33,805	$110,408	30.62%	$27,660	31.59%
Judicial	$15,221	$108,963	$221,273	49.24%	$123,133	53.73%
Executive	$30,939	$186,861	$393,017	47.55%	$189,638	49.30%
Attorney	$10,689	$66,549	$148,375	44.85%	$41,642	38.60%
Finance	$46,952	$264,975	$501,272	52.86%	$263,406	54.33%
Attorney Services	$945	$7,712	$33,000	23.37%	$33,155	60.30%
Emergency Management	$502	$3,425	$12,900	26.55%	$8,207	97.70%
Fire	$0	$402,433	$794,172	50.67%	$391,738	50.00%
Elections	$3,773	$11,682	$19,600	59.60%	$0	0.00%
Youth Council	$0	$500	$7,000	7.14%	$973	13.90%
Police	$173,360	$1,058,625	$2,220,247	47.68%	$1,060,208	49.35%
Liquor Law	$0	$1,352	$18,350	7.37%	$271	1.36%
School Xing	$5,160	$24,295	$52,199	46.54%	$22,695	43.56%
DARE	$7,323	$45,079	$102,873	43.82%	$45,898	46.06%
K-9	$74	$3,245	$2,250	144.22%	$810	36.00%
Animal Control	$2,145	$8,580	$24,000	35.75%	$9,707	41.66%
PW Admin	$22,438	$140,081	$284,565	49.23%	$136,127	49.73%
Streets	$83,999	$330,623	$706,076	46.83%	$315,540	50.18%
Projects	$0	$423,226	$804,000	52.64%	$203,897	34.74%
GIS	$7,285	$39,498	$88,069	44.85%	$37,495	42.52%
Engineering	$14,843	$68,090	$86,500	78.72%	$47,498	54.91%
Parks	$80,685	$371,176	$813,615	45.62%	$311,518	41.94%
Community Events	$271	$280	$23,650	1.18%	$1,075	4.55%
Parks & Rec Facility	$2,903	$9,060	$10,790	83.97%	$2,754	25.24%
Maint Facility	$3,222	$30,640	$53,640	57.12%	$17,939	54.71%
Maint Facility Storage	$536	$1,523	$6,210	24.52%	$1,474	23.74%
City Hall	$16,688	$76,994	$128,405	59.96%	$63,651	53.42%
Community Dev.	$20,739	$134,553	$290,702	46.29%	$133,578	46.81%
Building Inspection	$5,407	$25,248	$120,200	21.00%	$35,315	29.05%
Transfers - Non Dep.	$0	$62,360	$65,589	95.08%	$43,300	100.00%
UTOPIA -Pledges	$36,354	$175,828	$273,001	64.41%	$213,848	71.91%
UIA Assessment	$0	$44,004	$163,400	26.93%	$0	0.00%
Total	$596,907	$4,161,265	$8,579,348	48.50%	$3,683,011	47.52%

Use/Contribtion to Fund balance (Revenues Over/Under Expenditures)	$136,884	$ (196,400)
Fund Balance at Beginning of Year (est.)	$1,556,947	
Fund Balance estimate 12/31/2013	$1,693,831	
Projected Fund Balance %	**22.29%**	

Source: Current Centerville City financial statements. May be subject to change

Capital Project Funds
(Unaudited)
December 31, 2013

	This Month	Year to Date	FY 14 Budget	% Budget
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	$74	$6,635	$150,075	4.42%
Total Revenues	$74	$34,722	$207,135	16.76%
Expenditures	$0	$0	$207,135	0.00%
Fund Balance at Beginning of Year (est.)		$45,209		
Fund Balance estimate 12/31/2013		$79,931		
Park				
Revenues:				
Fund Balance			$335,683	
Impact Fees	$0	$51,425	$75,000	68.57%
Transfer	$0	$0	$0	0.00%
Grants	$0	$0	$0	0.00%
Other	$0	$0	$400	0.00%
Total Revenues	$0	$51,425	$411,083	68.20%
Expenditures	$2,512	$3,090	$403,074	0.77%
Fund Balance at Beginning of Year (est.)		$336,436		
Fund Balance estimate 12/31/2013		$384,771		
Capital Projects Fund				
Revenues:				
Fund Balance				
Transfers - General	$36,354	$175,828	$273,001	64.41%
RDA additional increment	$0	$0	$163,000	0.00%
Other	$0	$0	$250	0.00%
Total Revenues	$36,354	$175,828	$436,251	40.30%
Expenditures				
UTOPIA Pledge	$36,354	$218,124	$436,251	50.00%
Projects	$0	$0	$0	0.00%
Total Expenditures	$36,354	$218,124	$436,251	50.00%
Balance at Beginning of Year		$42,296		
Fund Balance estimate 12/31/2013		$0		

Source: Current Centerville City financial statements. May be subject to change

RDA/Other Funds
(Unaudited)
December 31, 2013

	This Month	Year to Date	FY 14 Budget	% Budget
RDA				
Revenues	$40,003	$402,923	$1,847,000	21.81%
Expenditures	$6,381	$31,019	$1,847,000	1.68%
Fund Balance at Beginning of Year (est.)		$244,971		
Fund Balance estimate 12/31/2013		$616,875		
Recreation				
Revenues				
Recreation	$1,450	$9,515	$87,000	10.94%
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	$1,450	$54,565	$180,635	30.21%
Expenditures				
Recreation	$2,891	$46,086	$126,670	36.38%
Concessions	$0	$0	$23,635	0.00%
Youth Baseball/Softball	$0	$296	$28,425	1.04%
Total Expenditures	$2,891	$46,382	$178,730	25.95%
Revenue Over/Under Expend	$ (1,441)	$ 8,183	$ 1,905	
Balance at Beginning of Year (est.)		$22,088		
Fund Balance estimate 12/31/2013		$30,271		
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		$0		
Fund Balance estimate 12/31/2013		$0		
Whitaker Trust				
Beginning fund balance			$14,850	
Revenues	$411	$23,795	$71,860	33.11%
Expenditures	$1,631	$4,435	$71,860	6.17%
Fund Balance at Beginning of Year		$14,854		
Fund Balance estimate 12/31/2013		$34,214		

Source: Current Centerville City financial statements. May be subject to change

Enterprise Funds
(Unaudited)
December 31, 2013

	This Month	Year to Date	FY 14 Budget	% Budget
Water				
Revenues:				
Impact/construction Fees	$0	$166,556	$230,500	72.26%
Water Sales	$150,910	$974,690	$1,811,250	53.81%
Bond Revenue	$0	$51,820	$450,000	11.52%
Other	$920	$14,166	$36,000	39.35%
Total Revenues	$151,830	$1,207,232	$2,527,750	47.76%
Expenditures				
Operating/Dep/Debt	$164,783	$835,344	$1,865,552	44.78%
Capital Improvement	$106,189	$351,227	$706,850	49.69%
Total Expenditures	$270,972	$1,186,571	$2,572,402	46.13%
Unresrestricted Cash Beginning of Year (est.)		$1,098,940		
Fund Balance estimate 12/31/2013		$1,119,601		
Sanitation				
Revenues:				
Collection Fees	$57,093	$343,155	$681,600	50.35%
Recycling fees	$14,102	$84,343	$165,700	50.90%
Green Waste fees	$6,759	$40,548	$78,675	51.54%
Other	$490	$3,220	$6,200	51.94%
Total Revenues	$78,444	$471,266	$932,175	50.56%
Expenditures:				
Disposal	$28,204	$140,302	$293,000	47.88%
Collection	$47,876	$119,507	$258,000	46.32%
Recycling	$28,085	$70,166	$165,250	42.46%
Green Waste	$5,858	$14,607	$30,000	48.69%
Other	$8,045	$62,300	$186,200	33.46%
Total Expenditures	$118,068	$406,882	$932,450	43.64%
Unresrestricted Cash Beginning of Year		$18,920		
Fund Balance estimate 12/31/2013		$83,304		
Drainage				
Revenues	$48,179	$286,523	$566,500	50.58%
Operating Expenditures	$48,237	$208,499	$528,722	39.43%
Capital Expenditures	$1,925	$38,152	$72,750	52.44%
Total Expenditures	$50,162	$246,651	$601,472	41.01%
Unresrestricted Cash Beginning of Year		$84,745		
Fund Balance estimate 12/31/2013		$124,617		
Telecommunications				
Revenues:				
Connection Fees	$28,031	$132,019	$276,000	47.83%
Transfers - GF	$0	$44,004	$163,400	26.93%
Total Revenues	$28,031	$176,023	$439,400	40.06%
Expenditures:				
Utility Service charges	$28,031	$126,499	$262,200	48.25%
UIA operating assessment	$0	$44,004	$163,400	26.93%
Operating service charge	$920	$5,520	$13,800	40.00%
Total Expenditures	$28,951	$176,023	$439,400	40.06%
Unresrestricted Cash Beginning of Year		$14,850		
Fund Balance estimate 12/31/2013		$14,850		

Source: Current Centerville City financial statements. May be subject to change

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 9.

Short Title: Mayor's Report

Initiated By: Mayor Cutler

Scheduled Time: 8:40

SUBJECT

a. Fire Agency update
b. July 4th Celebration
c. Response to volunteer opportunities
d. UTOPIA/UIA update

RECOMMENDATION

BACKGROUND

Mayor Cutler will provide a report from the January meeting of the Fire Agency Board. He will also report on his efforts to secure volunteers to head up the July 4th Celebration, as well as the positive response received since the last council meeting from a number of citizens willing to serve on various city committees.

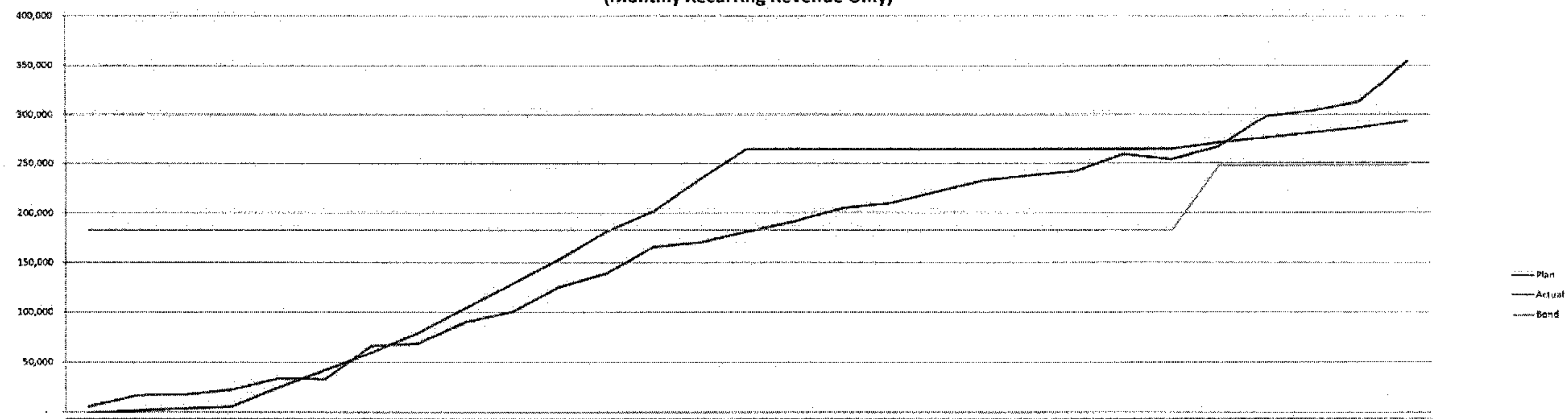
Mayor Cutler and Blaine Lutz, Finance Director/Assistant City Manager, will team up to report on UTOPIA/UIA finances and the "public private partnership" (PPP) being studied as an option for building out the fiber optic network in UTOPIA cities. See several attachments relating to these topics--including two pertaining to UIA finances and a Pre-Development Agreement between UTOPIA and Macquarie, the potential private sector partner.

ATTACHMENTS:

Description

- UIA recurring revenue graph
- November UIA financial
- November UTOPIA Financial
- OPEX report
- Pre Development Agreement - Fully Executed - Public Version

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



	Jul-11	Aug-11	Sep-11	Oct-11	Nov-11	Dec-11	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12
Plan	-	1,989	3,978	5,967	24,842	42,467	60,067	79,799	104,434	129,344	154,154	181,314	201,914
Actual	5,855	16,773	17,532	22,319	33,836	33,001	66,434	68,652	90,250	100,504	125,947	139,019	165,513
Bond	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333

	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	Nov-13
Plan	234,114	264,864	264,864	264,864	264,864	264,864	264,864	264,864	264,864	264,864	264,864	271,254	276,124	280,994	285,864	292,824
Actual	170,320	181,279	191,578	205,054	210,305	221,490	232,708	237,807	242,129	259,168	253,552	266,819	297,647	304,061	313,085	354,058
Bond	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333	183,333	248,333	248,333	248,333	248,333	248,333

Pre-Development Agreement

Among

Utah Telecommunication Open Infrastructure Agency ("UTOPIA"), Utah Infrastructure Agency ("UIA")

and

Macquarie Infrastructure Developments LLC ("Macquarie")

Dated December 9th, 2013

PRE-DEVELOPMENT AGREEMENT

This Pre-Development Agreement (this "**Agreement**") is made and entered into as of 9th, 2013 ("**Agreement Date**"), by and among Utah Telecommunication Open Infrastructure Agency ("UTOPIA") and Utah Infrastructure Agency ("**UIA**") (UTOPIA and UIA are collectively referred to as the "**Agencies**"), and Macquarie Infrastructure Developments LLC ("**Macquarie**"") (The Agencies and Macquarie are collectively referred to as the "**Parties**").

PURPOSE AND INTENT

The purpose and intent of this Agreement shall be to set forth, in a preliminary manner, the parameters for further investigation and negotiation in preparation of a permanent agreement between the parties at a future date. The method for accomplishing this is to establish, by the terms of this agreement, certain "off-ramps," duly termed "Milestones" that represent points at which the parties may decide to continue forward or to terminate further negotiation. Each of the Milestones involve gradual, mutual obligations of the parties. It is intended that the parties will move forward in good faith and as expeditiously as possible in proceeding to the next Milestone. Until the Milestones are successfully completed and a permanent agreement termed the "Concessions Agreement" is reached, the terms of this Agreement as it may be amended from time to time, shall govern the interaction and responsibilities of the parties.

RECITALS

A. WHEREAS, the Member Cities have devoted significant resources to the establishment of advanced technological infrastructure to further the prosperity and well-being of their respective communities; and

B. WHEREAS, the Agencies have established Network parameters and technical specifications which are state-of-the-art and among the finest networks in the country; and

C. WHEREAS, as one of the largest private partners with public entities toward the establishment of sound infrastructure projects, Macquarie has developed an internationally-renowned reputation of successful implementation of infrastructure projects similar to that contemplated herein; and

D. WHEREAS, Macquarie, as an international expert in infrastructure projects, has recognized the efforts of the Agencies and its Member Cities to deploy advanced technological infrastructure for the purpose of enhancing the economic development, quality of life, educational opportunities, and development of advanced jobs within the State of Utah toward the growth and progress of the participating communities, such that Macquarie now desires to further the original goals and aspirations of the Member Cities; and

E. WHEREAS, Macquarie Capital Group Limited, through its subsidiaries and funds (and similar vehicles) managed by such subsidiaries currently manages approximately $25 billion of infrastructure projects in the Americas, including assets developed as public private partnerships; and

F. WHEREAS, Macquarie has recognized the considerable efforts of the Member Cities which now makes possible the continuation of the most advanced communications system in the United States; and

G. WHEREAS, the Member Cities originally planned to invest significant resources to deploy the Network, which planning has made completion of the Network in partnership with Macquarie a definite option; and

H. WHEREAS, the infrastructure projects either owned or operated by or on behalf of Macquarie Group Limited's infrastructure business currently serve over 100 million people globally including management of the public safety communication system for the United Kingdom; and

I. WHEREAS, through the processes detailed in this Agreement the Parties will collectively review the feasibility, financial implications and risk impacts of delivering the Project through a public private partnership, with various Milestones to be able to ascertain such impacts and opportunities; and

J. WHEREAS on June 27, 2013 ("**Lock-Up Date**"), the Agencies and Macquarie entered into a Lock-Up Agreement, as subsequently amended on October 26, 2013, to induce the Parties to enter into negotiations toward a term sheet, a pre-development agreement and an agreement or a series of agreements whereby the Parties agree to a comprehensive mutual plan relative to financing, design, further construction, operations, maintenance, technology refresh and other comprehensive roles and responsibilities pertaining to the networks owned, controlled and/or operated by the Agencies (the "**Transaction**"). The Parties have agreed not to entertain or enter into any other discussions or offers concerning the Transaction with other parties for a period of ninety (90) days after the Lock-Up Date, including any extensions thereto ("**Exclusivity Period**"); and

K. WHEREAS, the relationship of the Parties is expected to proceed in phases. During the first phase ("**Pre-Development Phase**"), the Parties will work expeditiously to advance key elements of the Project, subject to the satisfaction of the Agencies, to ascertain the feasibility to finance and implement the Project; and.

L. WHEREAS, if the Project continues, the Parties intend to negotiate a new agreement or series of agreements (collectively, the "**Concession Agreement**") to govern the second phase ("**Implementation Phase**"). The Implementation Phase will cover financing, design, construction, operations, maintenance and technology refreshing work for the Project; and

M. WHEREAS, prior to the Implementation Phase, the Parties intend to proceed toward the completion of defined Milestones. The initial Work Plan will contain a detailed description of the first Milestone and partial descriptions of the subsequent Milestones. During each Milestone the Parties expect to agree on target assumptions. Upon Completion of each Milestone, the Parties will finalize the next Milestone and have the option to proceed to the next Milestone, in accordance herewith; and.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, including the appendices attached hereto and made a part hereof, the Parties agree as follows:

AGREEMENT:

1. Definitions

1.1 Definitions. As used herein, capitalized terms shall have the meanings set forth below, or as further defined in the Agreement:

a. "Access" in the context of accessing the Network is defined as a Member City Address that is either connected to the Network or is able to connect to the Network with the installation of an access point on the external surface of the address.

b. "Accounting and Tax Consultant" means a company selected by the Parties under an applicable Milestone for the purpose of provision specific accounting and tax advice relative to the Project.

c. "Agreement Date" has the meaning set forth in Article 3.1.

d. "Availability Payment" means a pre-agreed annual amount, subject to periodic indexation to a pre-agreed index and to pre-agreed performance deductions, payable monthly by the Agencies to Macquarie or ProjectCo, to repay the Capital Costs of the Project Network and the Operating and Maintenance Expenses of the Networks, all as more fully defined in the Concession Agreement.

f. "Brigham City Network" means the Network owned and/or controlled by Brigham City, Utah, and which either of the Agencies operate or maintain on a routine basis.

g. "Capital Costs" means the debt, equity and all other capital sources raised by Macquarie and/or ProjectCo to fund the construction of the Project Network, as fully disclosed to and agreed upon by the Agencies before the parties sign the Concession Agreements.

h. "Completion" means the substantial completion of a Milestone in accordance with the respective scope and deliverables for each Milestone outlined in this Agreement to the reasonable satisfaction of the Agencies.

i. "Confidential Information" has the meaning set forth in Article 7.

j. "Draft Proposal" has the meaning set forth in Article 4.2.

k. "Event of Default" means any of the following events:

(i) a payment required under this Agreement shall not be made by or on behalf of a Party when the same shall become due and payable; or

(ii) an order or decree shall be entered, with the consent or acquiescence of Macquarie, appointing a receiver or custodian for the Agencies or Macquarie, or approving a petition filed against Macquarie seeking reorganization of the debts of the Agencies or Macquarie under any country's bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of Macquarie shall not be vacated or discharged or stayed on appeal within thirty (30) days after the entry thereof; or

(iii) any proceeding shall be instituted, with the consent or acquiescence of the Agencies or Macquarie, for the purpose of effecting a composition between Agencies or Macquarie, as the case may be, and its respective creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from the Agencies or Macquarie, as the case may be; or

(iv) Macquarie is adjudged insolvent by a court of competent jurisdiction, or an order judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of Macquarie, as the case may be, a receiver, trustee, or custodian of Macquarie as the case may be, or of the Project or any party thereof, any of the aforesaid adjudications, orders, judgments, or decrees shall not be vacated or set aside or stayed within sixty (60) days from the date of entry thereof; or

Any representation or warranty made by Macquarie or the Agencies in this Agreement shall be materially inaccurate;

(vi) either Party shall default in the due and punctual performance of any other material covenant, condition, agreement, and/or provision contained in this Agreement, and such default shall continue for thirty (30) days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the defaulting Party by the non-defaulting Party.

l. "External Costs" are costs incurred by either Party relating to discrete workstreams undertaken by third party consultants as required by the agreed workplan to achieve each Milestone, and as set forth in such Milestone's pre-agreed upon budget.

m. "Financial Close" means a date to be mutually agreed upon by the Parties when the Project financing shall be fully secured, the Parties shall have entered into the Concession Agreement, and the Project shall formally commence.

n. "Formal Notice" means any written notice required hereunder, which shall be delivered in accordance with the Notice requirements of this Agreement.

o. "Force Majeure Event" means, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies and terrorists; orders or restraints of the Federal Government of the United States, or any of their departments, agencies or officials; insurrections; riots; landslides; earthquakes; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party and not due to their respective negligence.

p. "Governmental Action" means, without limitation, the following: orders or restraints of the local government institutions of the Member Cities, UTOPIA and UIA and any of their respective departments, agencies or officials (collectively, Government Bodies).

p. "GRAMA" has the meaning set forth in Article 7.

q. "Implementation Phase" has the meaning set forth in the Recitals.

r. "Internal Costs" are a Party's out-of-pocket expenses and pre-agreed lump sums for such Party's internal staff time cost incurred in connection with a Milestone on the Project, ***and*** which expenses are set forth in a Milestone's budget in advance and pre-agreed upon by all Parties in writing before the beginning of such Milestone. All Internal Costs are subject to the Internal Costs Liability Limitations.

s. "Internal Costs Liability Limitation" means the maximum amount any Party may recover for its Internal Costs in connection with a Milestone, which maximum amount shall be established by the Milestone budgets and pre-agreed upon by all Parties before the beginning of a Milestone. If such maximum amounts are not established by such budgets, or are not pre-agreed upon in writing before the beginning of a Milestone, the Internal Costs Liability Limitation shall be $0.00.

t. "Material Breach" means the occurrence of an Event of Default.

u. "Member City" shall mean a municipality listed in Exhibit A.

v. "Member City Address" is a physical address within the boundaries of the participating Member Cities, that is used for residential, multi-dwelling, commercial, municipal, educational, leisure or other activities as agreed by the Parties, or a separately-identifiable location which is connected to the Network, whether said location is identifiable by physical address, MAC address, IP address, or other methodology.

w. "Milestone" means a discrete subpart of the Project with deliverables, budgets, and deadlines, all as pre-agreed upon by the Parties in accordance with this Agreement, and following which there may exist certain opportunities for either Party to terminate this Agreement, subject to any applicable termination conditions.

x. "Models" has the meaning set forth in Article 7.

y. "Network" means, collectively, the UTOPIA Network, the UIA Network, the UTOPIA Stimulus Network the Brigham City Network and the Project Network, each of which is an advanced communications network including, without limitation, all cables, collocation space, conduits, innerducts, manholes, nodes, optical fiber strands, patch panels, splices, switches, transmitters, junctions, terminals, internal power sources, access portals, battery backups, fault alarm systems, structures, shelters, poles or pole line attachments, similar equipment, business and operations support systems, and all articles of personal property owned or leased by the applicable owner in connection with its fiber optics and/or wireless system, as any or all of the same may be updated, supplemented, replaced or expanded, from time to time, together with any additions, repairs, renewals, replacements, expansions, extensions, and improvements to said Network, or any part thereof, hereafter acquired or constructed, together with all lands, easements, interests in land leases, licenses, and rights of way of the network owner and all other works, property, structures, equipment of the network owner and contract rights and other tangible and intangible assets of the Issuer now or hereafter owned or used in connection with, or related to said Network.

z. "Operation and Maintenance Expenses" means all expenses reasonably incurred by the Agencies in connection with the operation and maintenance of the Network, whether incurred by the Agencies or paid to any other entity pursuant to contract or otherwise, necessary to keep the Network in efficient operating condition, including cost of audits, payment of promotional and marketing expenses and real estate brokerage fees, payment of premiums for the insurance required to be carried by the Agencies, Administsrative Costs (as defined in the Agencies' indentures) and, generally, all expenses, exclusive of depreciation (including depreciation relaqted expenses of any joint venture) which under generally acceptage accounting prctices are properly allocable to operation and maintenance; however, only such expenses as are reasonably and properly necessary to the efficient operation and maintenance of the Network shall be included.

aa. "Open Book Process" means full transparency for the Agencies into Macquarie's proposed models, financial vehicles, cost proposals, technical specifications, operational role and responsibilities, and any other aspect of the Project, such that the Agencies fully understand each aspect of the Project, include profit lines, and direct and indirect expenses. As between Macquarie and the Agencies, there shall be no aspect of or information related to the Project which is not shared, with the exception of proprietary information, information that consists of internal drafts or relates to Macquarie's internal approvals process required to arrange and potentially provide financing for the Project.

bb. "Payment Structure" means the mechanism by which the Utility Fees, up to the required Availability Payment and subject to ProjectCo not having breached its roles and responsibilities under the Concession Agreement, will be transferred from the Member Cities to ProjectCo.

cc. "Plan of Finance" means Macquarie's proposed plan to finance the Project under the Concession Agreement.

dd. "Pre-Development Phase" has the meaning set forth in the Recitals.

ee. "Proposal" means a Draft Proposal that is amended and finalized by Macquarie following comments provided by the Agencies on the conclusions from the Milestone Workplan, and the scope, deliverables and timeline provided for the subsequent Milestone.

ff. "Project" means and includes, without limitation, the financing, development, design, construction, operations, maintenance and technology refreshing of the Network, and assumption by Macquarie of responsibility for net operating deficits of the Agencies and the Network during the construction period.

gg. "ProjectCo" has the meaning set forth in Section 2.1.

hh. "Scope of Work" means the defined and pre-agreed upon scope of each Milestone all as set forth in writing between the Parties in advance of any Milestone.

ii. "State" means the State of Utah.

jj. "Termination for Agencies' Default" has the meaning set forth in Article 6.

kk. "Termination for Macquarie's Default" has the meaning set forth in Article 6.

ll. "UIA Network" means the Network owned and/or controlled by UIA.

mm. "UTOPIA Network" means the Network owned and/or controlled by UTOPIA.

nn. "UTOPIA Stimulus Network" means the Network owned and/or controlled by UTOPIA which was funded by federal stimulus monies. Any part of the Project, or any of the rights or duties of the Parties which impact the UTOPIA Stimulus Network are subject to and shall be superseded by any laws, rules, regulations or other provisions governing the UTOPIA Stimulus Network. The Agencies will be responsible for notifying Macquarie where it is reasonably foreseeable that the Transaction may be in breach of these laws, rules, regulations or provisions. In no event shall any action be undertaken in furtherance of this Project by any Party which would require the repayment of any federal stimulus monies.

oo. "Utility Fee" has the meaning set forth in Section 2.1.

pp. "Working Assumptions" has the meaning set forth in Article 4.

2. Project Description And Core Terms Of The Agreement

2.1 Description and Scope of the Project

The Project will connect the Network to Member City Addresses.

Subject to satisfactory completion of all appropriate due diligence, satisfactory completion of the Milestones outlined in this Agreement and the receipt of all required internal and external approvals of both parties, Macquarie will provide the equity and arrange the debt funding necessary to complete the Project. The Parties also currently anticipate that the Member Cities will enact a utility fee ("**Utility Fee**") on all Member City Addresses that have Access to the Network whether or not the owner of the property at the applicable Member City Address chooses to utilize the Network and/or to pay for additional services. It is anticipated that the Utility Fee will be used to fund the Availability Payments.

The Project will be undertaken by a newly established special purpose entity ("**ProjectCo**") to be formed by Macquarie, its affiliates and potentially one or more co-investors, which co-investors must be reasonably approved by the Agencies, and which approval shall not be unreasonably withheld, conditioned, or delayed. To the extent Macquarie's obligations referred to in this Agreement correspond to the Implementation Phase (after Financial Close) it is acknowledged by the parties that those obligations will be obligations of ProjectCo and will be more fully set out in a definitive Concession Agreement. To the extent the Agencies' obligations referred to in this Agreement correspond to the Implementation Phase (after Financial Close) it is acknowledged by the parties that those obligations will be obligations of either the Agencies, or their assignee, as will be more fully set out in a definitive Concession Agreement.

2.2 Project Plan and Roles of the Parties

a. The Project shall be developed and operated pursuant to the distinct Roles and Responsibilities of the Parties, as well as any other parties referred to herein. The Parties intend to pursue a cooperative and collaborative effort to engage each Party's capabilities to bring the Project to fruition. This Agreement does not establish, and shall not be construed as, a legal partnership between the Parties.

b. Provided Macquarie is not in Material Breach of this Agreement (and which breach has remained uncured for the applicable cure period), Macquarie shall be the exclusive developer of the Project. The final Scope of Work for the Project or any Phase, as applicable, shall be developed jointly by the Parties in accordance with the Plan of Finance for the Project or any Phase.

c. The Roles and Responsibilities of the Parties in furtherance of this Agreement shall be as follows

(i) The Agencies. One or more of the Agencies, as determined in the Agencies' sole discretion, shall be the owner of fee simple title, easement and/or other applicable property rights to the Project. The Agencies shall:

(1) Provide Macquarie with such development support as is mutually agreed upon and is reasonably necessary for Macquarie to progress the scope outlined herein including providing reasonable access to Agency staff and all required information on the existing Networks;

(2) Provide timely feedback on Agencies' and Member City objectives and on plans that are developed with respect to business model and division of Roles and Responsibilities upon implementation of the Project as a public private partnership; and

(3) In the event of termination as provided herein, pay to Macquarie such reimbursement amounts as may be stipulated in this Agreement or in the other subsequent Agreements, in accordance with the conditions and limitations on payment contained in such agreements.

(ii) Macquarie. Macquarie shall use commercially reasonable efforts to achieve each Milestone in accordance with the budgets and schedules agreed among the Parties and otherwise develop, build and/or operate the Project (or any Phase and Milestone, as applicable), in accordance with all applicable laws, regulations and ordinances and shall have such further obligations as may be set forth in this Agreement and other subsequent Agreements. In the event of budgetary or scheduling overruns, Macquarie will be responsible for costs associated with such overruns only if such items are included in the scope outlined in this Agreement. In the event that such overruns are the result of items not included in the scope, the Parties agree to negotiate a revised budget. Macquarie will engage all necessary consultants to achieve all applicable Milestones to refine current financial modeling assumptions, subject to the consultant being reasonably acceptable to Agencies, and shall be responsible for paying such consultants to the extent set out in the budget applicable to each Milestone.

2.3 The foregoing descriptions of the roles and responsibilities of each of the Parties are indicative only, and are subject to further discussion and negotiation as will be further detailed in the Concession Agreement. Concession Agreement

As outlined in the Scope of Work of the different Milestones established in this Agreement, the Agencies and Macquarie shall negotiate in good faith with the objective of agreeing on the terms of a Concession Agreement for the Project. The Agencies agree to provide Macquarie the exclusive right of negotiation for the Concession Agreement during the term of this Agreement. The Concession Agreement shall among other things: (a) establish the structure and arrangements for implementing the Project; (b) define the rights and responsibilities of the Parties respecting the Project; (c) provide for development, finance, construction, operations, maintenance and refresh of the Project in a manner based, to the extent possible, on precedent availability based public private partnership transactions that are considered mutually acceptable and agreed upon by the Parties, including, without limitation, budgetary, completion and performance guarantees made by Macquarie; and (e) incorporate by reference any other Project Agreements related to the Project. Except as specifically may be provided in the Concession Agreement, this Agreement shall be superseded once the Concession Agreement is executed.

The Parties agree that the preferred structure for the Transaction will be an Availability Payment based public private partnership.

2.4 Existing UTOPIA and UIA Indebtedness

The Transaction, as currently contemplated, will not include servicing of existing debt incurred with respect to any network which is backed by sales tax and other revenue streams. However, the Parties will continue to explore options for including the existing debt in the Transaction as outlined in the Milestone 1 Scope of Work herein and may decide to do so in the future. In all cases, the Project will be planned in such a manner as to maintain the operational revenue and debt covenants of the Agencies with ProjectCo's obligations in this regard fully set out in the Concession Agreement. Nothing in this

Agreement shall restrict the ability of the Member Cities to implement a Utility Fee which contributes to or completely covers the Agencies' existing debt obligations provided, however, that in no event shall Macquarie, or ProjectCo have any claim on such Utility Fees

2.5 Parity

The Parties will work co-operatively to structure the Project in a way which to the greatest extent possible achieves parity between the financial contributions made by the Member Cities and the level of Network build out and service those Member Cities enjoy.

3. Project Stages and Milestones

The Parties shall cooperate to achieve the following milestones ("**Milestones**") by the dates set forth herein. Successful completion of the Milestones will move the Parties toward the execution of definitive documentation, financial close and the subsequent Implementation Phase. The Parties acknowledge that the scope, key deliverables and timeline of all subsequent Milestones may require clarification or alteration as a result of the analysis undertaken to achieve Milestone 1. Indicative scope and deliverables for each of Milestones 2, 3 and 4 are detailed in Appendix A.

3.1 Milestone 1 - Business Case Analysis

Milestone 1 Scope

- Parties will collaboratively develop a clearly defined Project scope including, without limitation:
  - Scope of the network infrastructure buildout
    - Scale of the buildout to Member Cities, which shall provide network connectivity to a defined percentage of Member City Addresses
    - Approach to curb-to-home construction
    - Inclusion of licensed wireless tower network, including negotiation of appropriate capacity, cost and revenue arrangements
    - Potential inclusion of licensed and/or unlicensed wireless mesh overlay above the fiber network and negotiation of appropriate commercial arrangements
    - Approach to ensuring inter-operability with existing infrastructure
  - Scope of operational role and responsibilities between Macquarie, the Agencies and any Wholesale Service Provider that may created as part of the Transaction
    - Operational functions to be determined and defined in the Concession Agreement
    - Division of operations, maintenance and refresh functions between Macquarie, the Wholesale Service Provider and the Agencies
    - Division of marketing and customer support functions between Macquarie, the Wholesale Service Provider and the Agencies
    - Role of ISPs in marketing and provision of basic service
    - Investigation of potential advantages and approaches to securing anchor tenant(s) to provide services on the Networks
  - Parties will negotiate and agree on key commercial terms for the Project including a draft term sheet that will form the basis for negotiating the Concession Agreement
  - Finance and Structuring
    - Investigation of opportunities to refinance the existing UTOPIA indebtedness
    - Approaches to preserve the tax-exempt status of the existing indebtedness and potentially to access tax-exempt debt for the new network buildout

- Macquarie will engage all necessary consultants, as set forth below, to reasonably progress the commercial, technical and legal workstreams for the Project, subject to the consultant being acceptable to Agencies
    - Technical Consultant to review the technical specifications of the existing Networks and collaborate with the Parties to define the baseline technical requirements for the construction and operation of the Project Network;
    - Feasibility consultant to conduct a preliminary study to increase the Parties' understanding of the potential customer market for the Project, anticipated take rates and customer incentives that may be required to increase take rates;
    - Government relations consultant(s) to develop and execute a communications strategy to maximize support for the Project;
    - Public opinion polling firm to conduct consumer market research including but not limited to the Public Survey;
    - Law firm to act as Bond Counsel; and
    - Law firm to advise on the Payment Structure;
- In addition to the general responsibilities outlined in Article 2.2(c)(i), the Agencies will:
    - Provide a detailed description of the proposed Payment Structure including associated remedies
    - Coordinate discussion and negotiate with ISPs to ascertain the ISPs' level of interest in and terms required for providing the basic service
    - Provide documentation regarding and assist with all necessary due diligence related to Interlocal agreements, relationships between governmental entities, the Agencies' legal powers and restrictions concerning the Project, if any, and local governmental affairs issues.

- Consultants' fees for work engaged under this Milestone 1 shall be paid at cost and without any additional markup by any Party.
- Identification of potential Payment Structures and the key risks of such structures for all Parties
- Subject to independent review by the Agencies and to the terms of this Agreement, Macquarie will further refine financial modeling based on inputs provided by the engaged consultants or under various scenarios as determined by Macquarie and the Agencies toward:
    - Quantification of the maximum utility fee required
    - Net financial impact to Member Cities

Milestone 1 Deliverables

The expected timing for all Milestone 1 deliverables will be measured from a mutually agreed start date not more than three (3) weeks (**"Start Date"**) after the execution of this Agreement (**"Agreement Date"**). At the Agreement Date, Macquarie will be obligated to proceed with the following deliverables:

Deliverable	Expected Timing	Responsibility
Engage consultants to conduct preliminary studies	Within 1 week of Start Date	Macquarie
Preliminary reports provided by consultants	Within 4-6 weeks of Start Date	Macquarie
Preliminary Concession Agreement Term Sheet	Within 6 weeks of Start Date	Agencies/ Macquarie
Financial modeling results showing "base case" approach to the Project as well as mutually agreed alternatives and sensitivities	Within 6 weeks of Start Date	Macquarie
Scope, Deliverables and Timeline for the subsequent Milestone	Within 6 weeks of Start Date	Agencies/ Macquarie
Updated budget for the subsequent Milestone	Within 6 weeks of Start Date	Agencies/ Macquarie
Draft Proposal to the Member Cities • Proposed scope and business model • Revised financial modeling assumptions • Estimated Utility Fee required • Proposed Payment Structure • Mutually agreed upon Scope, Deliverables, Budget (including source of funds for any required reimbursement) and Timeline for the subsequent Milestone should the Parties and the Member Cities decide collectively to proceed	Within 7 weeks of Start Date	All Parties

4. Milestone Management

4.1 Reporting and Communications Process

Macquarie will schedule a standing weekly conference call to provide the Agencies with ongoing updates on the progress of the applicable Milestone scope and discuss any mutually agreed upon items in the agenda prior to the call. The Parties agree to collectively hold in-person meetings at a mutually agreed upon location as may be required but at least at the beginning and at the conclusion of each Milestone.

The Agencies will be primary Party responsible for reporting and communications with the Member Cities; provided, however, failure to do so shall not serve as the basis for termination or any other recourse by Macquarie. Such reporting and communication shall be at the Agencies' sole discretion, however, coordination and discussion regarding the same will occur amongst the Parties, as reasonably determined to be necessary by the Chairs of the Agencies. The Agencies agree to exercise commercially reasonable efforts to co-ordinate conference calls or in-person meetings with appropriate officials of the Member Cities as may be required for the advancement of the Project.

4.2 Procedures and Notices to Proceed with Milestones

The Parties agree to work collaboratively to finalize and agree to the scope, budget, deliverables and timeline for each of the Milestones outlined in this Agreement. This Agreement will set out the initial mutually agreed upon indicative scopes, budgets and deliverables for all the Milestones outlined and the proposed timeline for the first Milestone.

Macquarie will be responsible for presenting a Draft Proposal to the Agencies at the completion of the agreed Workplan for each Milestone. The Draft Proposal will provide the Agencies with the conclusions from the Milestone Workplan and outline the proposed scope, budget, deliverables and timeline for the subsequent Milestone. The Agencies will have the opportunity to comment on the Draft Proposals and Macquarie and the Agencies will work collectively to incorporate any agreed amendments to the Draft Proposal so that it may be submitted to the Agencies as a Proposal. In the event the Parties cannot agree on amendments to the Draft Proposal, including but not limited to the conclusions from the Milestone Workplan or the scope, budget, deliverables or timeline for the subsequent Milestone at the conclusion of each Milestone, a Draft Proposal will be considered a Proposal after 30 days.

The submission of a Proposal by Macquarie to the Agencies will require the Agencies to respond with a Formal Notice to Proceed within 60 days. If Macquarie and/or ProjectCo does not receive such notice within 60 days, it will be considered a deemed termination by the Agencies as provided for in clause 6.1(c).

4.3 Compensation for Services

- Macquarie will be responsible to pay the budgeted External Costs until either Financial Close or the termination or expiry of this Agreement
- All costs (External and Internal) would be budgeted, pre-approved and only incurred through the mechanism outlined in this Agreement. For the avoidance of doubt each Party shall bear its own Internal Costs, except to the extent they are expressly included in the applicable budget of a particular Milestone, in which case the Parties shall have also agreed any reimbursement of such Internal Costs shall not exceed a pre-negotiated maximum amount ("Internal Costs Liability Limitation").

4.4 Limitation of Liability and Waiver of Damages

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, OR ANY OTHER AGREEMENT OR WRITING BETWEEN THE PARTIES, NO PARTY, NOR THEIR RESPECTIVE AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WHETHER INDIVIDUALLY OR COLLECTIVELY, SHALL BE LIABLE TO ANY PARTY OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, RELIANCE, SPECIAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EXPECTATION DAMAGES, OR LOSS OF REPUTATION, ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENT OR WRITING RELATED TO THE PROJECT, WHETHER BY REASON OF CONTRACT, INDEMNITY, STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT OR WRITING RELATED TO THE PROJECT, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF

THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT, EACH PARTY HEREBY RELEASES THE OTHER PARTY OF AND FROM SUCH CLAIMS.

4.4 Obligation to Achieve Milestone Completion

Macquarie shall use commercially reasonable and diligent efforts to complete all scope and deliverables required under each Milestone in accordance with this Agreement.

As a condition precedent to Formal Notice to proceed to the next Milestone, a list of major conclusions as part of the preceding Milestone will be agreed ("**Working Assumptions**"). The Parties recognize that these Working Assumptions will form the basis for the subsequent Milestones and commit to carry those Working Assumptions forward into subsequent Milestones or the Concession Agreement and promptly highlight any foreseeable barriers. For the avoidance of doubt, the Working Assumptions do not include the indicative utility fee presented in Draft Proposals or Proposals, which will be ascertained during the Milestone process. For purposes of workload planning, the Agencies shall use good faith efforts to accommodate and adapt to Macquarie's proposed Milestone plan, within the practical limitations on availability of the Agencies' personnel appropriate for performing the types of services in question. Macquarie shall accommodate and adapt its proposed Milestone plan to the practical limitations on availability of personnel of the Agencies.

5. Delivery Approach, Open Book Process

The Parties contemplate that the Availability Payments shall constitute legally enforceable contractual payment obligations of the Agencies, paid from Utility Fees of the Member Cities, however it is the intent of the Parties that the Availability Payments shall be structured such that it does not constitute indebtedness of the Agencies or the Member Cities under applicable law. It is further contemplated that Macquarie will raise the debt and equity financing required for the Project without recourse to the Agencies or Member Cities other than through enforcement of the contractual payment and other obligations set out in the Concession Agreement. It is the intent of the Agencies that the sole and exclusive recourse against the Member Cities for Macquarie and/or ProjectCo, in the event of non-payment of the Availability Payments, will be the enforcement, as a third party beneficiary, of the contractual payment of the Utility Fees between the Member Cities and the Agencies on terms to be set forth in the Concession Agreement. The obligations of the Member Cities to pay such utility fees shall be several and not joint and several. The Parties acknowledge that the Payment Structure to be established in the Concession Agreement will be subject to completion of satisfactory due diligence of the enforceability of the Payment Structure and mutual agreement of both Parties.The Utility Fees will be imposed on a footprint by footprint basis as each construction footprint is certified as completed by an independent engineer and released for services. Parties agree to negotiate in good faith revenue allocation before any Utility Fees are imposed on or collected from any address within any footprint to replace existing revenue which may be lost through the enactment of the Utility Fees, which may include a deferral of the Agencies obligation to pay Utility Fees to Macquarie for a period of time in exchange for an extension of the Term of the Concession Agreement by an agreed-upon period of time or such other mechanism as agreed by the Parties. As part of ensuring that the Agencies and the Member Cities achieve competitive pricing for the Project, the Parties commit to an Open Book Process for developing the costs and financing terms for the Project. Macquarie will share the proposals it receives from third parties and will provide the Agencies the opportunity to review, comment on and reasonably approve all External Costs and Internal Costs. Macquarie intends to run competitive best value processes for selection of sub-contractors and for selection of lenders or other debt providers, in this way the major cost components of the Project will be selected through a competitive best value process with transparency for the Agencies and the Member Cities.

The appointment of sub-contractors will be based on Macquarie providing a written justification acceptable to the Agencies as to why the recommended Subcontractor represents the most advantageous offer to the Agencies, considering qualifications, financial strength, cost or price factors as may be appropriate. Notwithstanding the foregoing, the Agencies shall have the right to remove any subcontractor from the Project in certain circumstances such as risk to health and safety and other circumstances to be agreed between the Parties and more fully set forth in the Concession Agreement ("**Subcontractor Default**"). Such removal for health and safety, emergency conditions, or other circumstances giving rise to immediate and/or imminent harm or danger to persons or property shall be immediate. Otherwise, such removal can only occur if the Agencies have first notified Macquarie and the Subcontractor of the Subcontractor Default and the same has remained uncured for a period of thirty (30) days or more; provided, however, in the event such Subcontractor Default poses an immediate hazard to any person or entity, the Agencies may exercise such removal right immediately upon written notice to Macquarie and the Subcontractor of such hazard.

6. Termination

6.1 Termination Events and Associated Compensation

Notwithstanding anything to the contrary in this Agreement, no Party's Internal Costs shall be subject to reimbursement except to the extent they are expressly included in the applicable budget of a particular Milestone, in which case the Parties shall have also agreed any reimbursement of such Internal Costs shall not exceed an Internal Costs Liability Limitation for such a Milestone.

The Agencies acknowledge that compensation due to Macquarie under this agreement shall be considered to be an Operations and Maintenance Expense of the Agencies. The obligation to pay such compensation due to Macquarie shall be a joint and several obligation of UTOPIA and UIA.

a. Termination for Convenience or Public Interest by the Agencies. The Agencies may terminate this Agreement if the Agencies determine, in their sole discretion, that such action is in the best interests of the public. In such case, the Agencies will be responsible for full compensation to Macquarie for all External and Internal Costs (subject to the Internal Costs Liability Limitation) incurred in accordance with the budgets.

b. Termination after Completion of Milestone 1. Each Party will have the right to terminate this Agreement after Completion of Milestone 1.

(i) If the Agencies exercise their right to terminate then the Agencies will be responsible for full compensation to Macquarie for all External Costs incurred in accordance with the budgets

(ii) If Macquarie exercises its right to terminate then the Agencies will compensate Macquarie only for those External Costs which have been pre-agreed to result in work product with commensurate ongoing value to the Agencies, as further set out in Appendix C.

c. Termination by the Agencies after the Completion of a Milestone. The Agencies may choose not to proceed to the next Milestone and terminate this Agreement after completion of each Milestone as follows:

(i) If the Milestone was successfully completed and the Proposal for moving to the next Milestone submitted by Macquarie was in accordance with previously agreed Working Assumptions and the subsequent development under an Open Book Process but the Agencies elect not to proceed, the Agencies will be responsible for full compensation to Macquarie for all External and Internal Costs (subject to the Internal Costs Liability Limitation) incurred in accordance with the budgets

(ii) Otherwise, the Agencies will be responsible for compensation to Macquarie for only the External Costs incurred in accordance with the budgets.

The Agencies will be deemed to exercise their right to not proceed and terminate if they do not provide an affirmative notice to proceed to the next Milestone after 60 days from successful completion of the current Milestone and presentation of a Proposal to the Agencies in accordance with Section 4.2.

d. Termination by the Agencies Arising from Default of Macquarie. If there is an Event of Default by Macquarie under this Agreement, the Agencies shall have the right to terminate this Agreement for default, after affording Macquarie at least thirty (30) days to cure the Event of Default. Such termination shall be referred to as a "**<u>Termination for Macquarie's Default</u>**." In addition to the events listed in the definition of "Event of Default", each of the following shall constitute an Event of Default by Macquarie:

(i) Failure to undertake reasonable efforts to work towards the Milestones in good faith, where Macquarie is notified by the Agencies of such failure and provided at least thirty (30) days time to cure;

(ii) Failure by Macquarie to achieve a Milestone in accordance with this Agreement other than for a Force Majeure Event;

In the event of a Termination for Macquarie's Default, the Agencies will not be responsible to pay any compensation to Macquarie.

e. Termination by Macquarie Arising from the Agencies' Default. If there is an Event of Default by the Agencies under this Agreement, Macquarie shall have the right to terminate this Agreement for default, after affording the Agencies the opportunity to cure the default. Such termination shall be referred to as a "**<u>Termination for Agencies' Default</u>**." In the event of a Termination for Agencies' Default, the Agencies will be responsible for full compensation to Macquarie for all External and Internal Costs (subject to the Internal Costs Liability Limitation) incurred in accordance with the budgets.

f. Termination due to External Events.

(i) Either Party may terminate this Agreement due to a Force Majeure Event that inhibits the Project from proceeding for an extended period of time of more than 45 calendar days. The Agencies will be responsible for compensation to Macquarie for External costs incurred in accordance with the budgets.

(ii) Either Party may terminate this Agreement due to a Governmental Action that renders it impossible or commercially impractical for the Project to proceed in accordance with the agreed terms and understanding of the Parties as reflected in the work already completed as of that time the Agencies will be responsible for full compensation to Macquarie for all External and Internal costs incurred in accordance with the budgets

(iii) In the event the Agreement is terminated under the external events listed above, the Agencies will reimburse Macquarie for the following costs incurred in accordance with the budgets:

(1) All External Costs actually incurred for Milestones that have reached Completion or are in progress; and

(2) In the case of termination due to Governmental Action, all Internal Costs (subject to the Internal Costs Liability Limitation) for the Milestones that have reached Completion.

6.2 Termination Notice

No termination of this Agreement is effective until written notice of such termination is provided by the terminating Party to the other Party including, if applicable, an opportunity and appropriate period to cure, and the Parties agree that no termination notice will be effective if the defaulting Party is working on an agreed remedial plan with respect to a particular default. Within 30 days of the effective date of termination, Macquarie shall deliver to the Agencies any Work Product of Macquarie as applicable relating to the Project.

7. Work Product

7.1 Ownership

All Work Product of Macquarie and its Subcontractors generated in the course of this Transaction and all copies thereof, shall become and remain the exclusive property of the Agencies upon Financial Close or upon the termination of this Agreement and payment by the Agencies of the applicable budget reimbursements. Macquarie shall be granted a non-exclusive license to use such Work Product after the transfer of ownership (subject to any lawful public disclosure requirements).

Prior to Financial Close or termination of this Agreement, all other Work Product, and all copies thereof, shall remain exclusively the property of Macquarie and its Subcontractors notwithstanding any delivery of copies thereof to the Agencies.

Macquarie may prepare one or more financial models in connection with this Agreement and/or the Project ("**Models**"). Such Models will be prepared solely for the Agencies' use in connection with the Project. The Model, by itself, does not create any legal obligation or commitment unless and until included expressly within the Concession Agreement. The information contained in the Models will not be independently verified by Macquarie. Macquarie will retain all of its intellectual property rights in relation to the Models, including copyright and rights to confidential information, but excluding any Agency or other third party intellectual property rights. However, Macquarie will grant the Agencies a royalty free, perpetual, irrevocable license to use the Models. In particular, the Agencies may insert other variables or assumptions to consider alternative scenarios or outcomes. However, Macquarie will not be responsible for failure of a Model or for output errors resulting from incorrect or inappropriate inputs by Agencies. The Agencies may not use, reproduce or adapt any Model other than in relation to the Project, including all expansions thereto, without Macquarie's prior written consent. In addition, data, outcomes and estimates and forecasts contained in or derived from Models shall only be disseminated beyond the Agencies' directors, officers, employees and advisors of the Project in accordance with a joint and collaborative plan derived by the mutual cooperation of the parties. Macquarie does not represent that estimates or forecasts derived from any Model will actually be achieved or that the assumptions, variables and other inputs used in any Model are reasonable, reliable or accurate.

While the Models will be prepared in good faith, unless and until expressly included within the Concession Agreement, neither Macquarie nor any of its affiliates, nor their respective directors, officers, employees, advisors or agents, nor any other person, have made, or are making, any representation or warranty as to the completeness, accuracy, reliability or appropriateness of the Models or any of their respective contents or outputs, and no legal or other commitments or obligations shall arise by reason of the provision of the Models or their respective contents, or any outputs derived. Accordingly, neither Macquarie nor any of its affiliates, nor their respective directors, officers, employees, advisors or agents, nor any other person, shall be liable for any direct or indirect or consequential loss suffered by any person as a result of relying on any statement in or omission from the Model or any other information provided in connection herewith.

The Models may contain forward-looking statements, forecasts, estimates, projections and opinions ("Forward Statements"). No representation is made or will be made that any Forward Statements will be achieved or will prove correct. Actual future results and operations could vary materially from the Forward Statements. Similarly no representation is given that the assumptions disclosed in the Models upon which Forward Statements may be based are reasonable. The Agencies acknowledge that circumstances may change and the contents of the Models may become outdated as a result.

In further consideration of Macquarie allowing the Agencies access to the Models and the information contained therein, the Agencies agree that The Agencies will make no claim, other than under the termination provisions of this Agreement, against Macquarie, its partners, employees or affiliates (collectively, the "Macquarie Parties") that relates in any way to any Model, any information contained therein, or the Agencies' access to any Model.

7.2 Confidential Information

Macquarie acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to the Agencies. Any and all information marked confidential, or identified as confidential in a separate writing, that the Agencies provide to Macquarie, its agents or Subcontractors or their employees in the performance of this Agreement or which otherwise constitutes Proprietary Work Product shall be deemed to be confidential information of the Agencies ("**Confidential Information**"). The Agencies are governed by the Utah Government Records Access Management Act, Title 63G, Chapter 2, Utah Code Ann. 1953, as amended ("**GRAMA**"). Any requests by Macquarie or its Subcontractors to classify any records as "protected" shall comply with GRAMA. In the event a classification is challenged, the party claiming such protected status shall bear the responsibility of supporting such classification. Confidential Information shall not include information that (a) is or becomes (other than by disclosure by the other Party) publicly known, (b) is furnished by the Party to others without restrictions similar to those imposed by this Agreement, (c) is rightfully in the other Party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement, (d) is obtained from a source other than the Party without the obligation of confidentiality, (e) is disclosed with the written consent of the Party or (f) is independently developed by employees or agents of the other Party who can be shown to have had no access to the Confidential Information. Any reports or other documents or items (including software) that result from the use of the Confidential Information by the other Party shall be treated with respect to confidentiality in the same manner as the Confidential Information.

7.3 Non-Disclosure

Macquarie agrees, and shall require its Subcontractors to agree, to hold Confidential Information in strict confidence, using at least the same degree of care that the Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever other than under this Agreement, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. The Agencies sole obligation shall be to properly classify records as "protected" under GRAMA when so requested and when a protected classification is warranted. Macquarie agrees, and shall require its Subcontractors to agree, that, except as directed by the Agencies, neither Macquarie nor its Subcontractors will at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at the Agencies' request, Macquarie, or its Subcontractors, will turn over to the Agencies all documents, papers, and other matter in Macquarie's, or its Subcontractors, possession that embody Confidential Information; provided, however, the Agencies may not be able to return any documents unless permitted by GRAMA, applicable law and records retention policies and regulations and provided further that the Parties may retain Confidential Information as required by applicable law, regulation and the requirements of bona fide documentation policies.

8. Miscellaneous

8.1 Successors and Assigns

8.1.1 The Agreement may not be assigned by any Party except with the prior written consent of each other Party; provided that Macquarie may assign its rights and obligations hereunder to any affiliate of Macquarie that is participating in or formed for the purposes of participating in, the Project; provided, further that the obligations of the Agencies may be fulfilled through a separate legal entity or entities, as may be determined by legal counsel to best suit the Project. No Party may, except in accordance with the subcontracting provisions of this Agreement, delegate any of its obligations under this Agreement, without each other Party's prior written consent, and any attempt to do without such consent is null and void.

8.1.2 The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and their respective successors and permitted assigns, if any.

8.2 No Third Party Beneficiaries

Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

8.3 Jurisdiction and Venue

Each of the Parties hereby (a) irrevocably consents to personal jurisdiction in the District Court of the State of Utah in Salt Lake County, or any Federal court sitting in the District of Utah, for the purposes of any suit, action or other proceeding arising out of this Agreement or any of the agreements or transactions referred to herein or contemplated hereby, which is brought by or against Macquarie, (b) waives any objection to venue with respect thereto, and (c) agrees that all claims in respect of any such suit, action or proceeding may be heard and determined in any such court, and that such courts shall have jurisdiction over any claims arising out of or relating to the Agreement or such agreements or transactions, and agrees not to commence any suit, action or proceeding arising out of or relating to the Agreement except in such courts.

8.4 Entire Agreement

This Agreement and the attached Appendices to this Agreement constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

8.5 Counterparts

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

8.6 Amendments

This Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns.

8.7 Governing Law

This Agreement is made and delivered in the State of Utah and shall be governed by and construed in accordance with Utah laws without regard to any applicable conflicts of law provisions.

8.8 Dispute Resolution and Attorney's Fees

All disputes between the parties that arise out of or in connection with this Agreement or its interpretation, operation, breach, termination or cancellation shall be settled by means of negotiation between the parties or nonbinding mediation. If the parties cannot amicably settle any such dispute, then such dispute shall be resolved through the courts. Either party may exercise any legal right and remedy available to it, whether at law or in equity, to enforce any provision of this Agreement. In the event either party commences legal action to enforce any term of this Agreement, the prevailing party in such proceeding will be entitled, in addition to any other rights and remedies it may have, to recover its reasonable costs and attorneys fees incurred in such proceeding from the other party.

8.9 Term

The term of this Agreement shall begin on the Agreement Date and remain in effect for a period of 30 months from the Agreement Date ("Term") unless terminated by either party as provided herein.

8.10 Authorization

The execution, delivery, and performance of this Agreement have been duly authorized by the persons required to give such authorization, and the undersigned has the complete and unrestricted power and authority to execute this Agreement on behalf of the Parties.

8.11 Severability

In the event that any provision of this Agreement is declared void, invalid or unenforceable by a regulatory agency, tribunal or court of competent jurisdiction, the remainder of the Agreement shall continue in full force and effect as if the offending provision were not contained herein, and the offending provision shall be replaced by a mutually acceptable and valid provision which comes closest to the intention of the parties underlying the offending provision. If the parties cannot reasonably agree on a replacement provision and the offending provision is material to the Agreement, either party may terminate the Agreement upon written Notice to the other party, without further obligation or liability.

8.12 Notice

All Notices or other communications given pursuant to this Agreement (herein, "**Notice**") shall be in writing. Notice shall be given by personal delivery with a signed acknowledgement of receipt; by United States mail or an established, commercial courier service, postage or delivery charge prepaid, return receipt requested; by electronic mail with confirmation copy sent by United States mail or an established courier service within 24 hours after the time and date of the electronic mail transmission; or by facsimile with a confirmation copy sent by United States mail or an established courier service within 24 hours after the time and date of the facsimile transmission. Notice shall be addressed to the person and address designated below:

If to UTOPIA:

Attention: Executive Director
Utah Telecommunication Open Infrastructure Agency
2175 South Redwood Road
West Valley City, Utah 84119

If to UIA:

Attention: CEO
Utah Infrastructure Agency
2175 South Redwood Road
West Valley City, Utah 84119

If sent to either of the Agencies, a copy (which shall not constitute Notice) shall also be sent to:

David J. Shaw
Kirton McConkie PC
2600 West Executive Parkway, Suite 400
Lehi, Utah 84043

If to Macquarie:

Nicholas Hann
Executive Director
Macquarie Capital Markets Canada Ltd.
Suite 2400, Bentall 5
550 Burrard Street, Box 38
Vancouver, BC V6C2B5 Canada

A Notice or other communication shall be deemed effective upon receipt or in the case of refusal to accept or inability to deliver the Notice or other communication, the earliest of (a) the date of the attempted delivery or refusal to accept delivery, (b) the date of the postmark on the return receipt, or (c) the date of receipt of Notice of refusal or Notice of non-delivery by the sending party. Either party may designate at any time any other address, e-mail or fax number in substitution of the foregoing by giving the other party ten (10) Days' written Notice, as provided herein, of the new address.

8.13 <u>No Joint Venture, Partnership or Alter Ego; Independent Contractor</u>

Nothing contained in this Agreement, any document executed in connection herewith or any other Agreement with any other party shall be construed as making the Parties joint partners, joint venturers or alter egos of each other or any other entity. Macquarie shall at all times remain an independent contractor.

8.14 Notice, Confirmation of Force Majeure; Suspension of Performance

a. Notice. Upon giving written notice to the other Party, a Party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of such obligations is prevented by the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, and its cause and possible consequences. The Party claiming Force Majeure shall promptly notify the other party of the termination of such event.

b. Confirmation. The Party invoking Force Majeure shall provide to the other Party confirmation of the existence of the circumstances constituting Force Majeure. Such evidence may consist of a statement or certificate of an appropriate governmental department or agency where available, or a statement describing in detail the facts claimed to constitute Force Majeure.

c. Suspension of Performance. During the period that the performance by one of the Parties of its obligations under this Agreement has been suspended by reason of an event of Force Majeure, the other Party may likewise suspend the performance of all or part of its obligations hereunder to the extent that such suspension is commercially reasonable.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date first written above.

Utah Infrastructure Agency

By: ______________________
Name: Todd Marriott
Title: CEO

ATTEST:

____
Secretary

APPROVED AS TO FINANCES:

____
Treasurer

APPROVED AS TO FORM:

____
UIA General Counsel

Utah Telecommunication Open Infrastructure Agency

By: ______________________
Name: Todd Marriott
Title: Executive Director

ATTEST:

Eunice Urano
Secretary

APPROVED AS TO FINANCES:

____
Chief Financial Officer

APPROVED AS TO FORM:

____
UTOPIA General Counsel

Macquarie Infrastructure Developments, LLC ("Macquarie")

By: [signature]
Name: Christopher Voyce
Title: Attorney In Fact

By: [signature]
Name: Nick Butcher
Title: Attorney In Fact

EXHIBIT A

The Network is anticipated to pass approximately [153,000] addresses (including homes, businesses and other facilities) in all or a participating subset of the following Utah municipalities:

- Brigham City;
- Centerville;
- Layton;
- Lindon;
- Midvale;
- Murray;
- Orem;
- Payson;
- Perry;
- Tremonton; and
- West Valley City.

(collectively "**Member Cities**")

APPENDIX A
Milestone 2, 3 and 4

1.1 Milestone 2 – Negotiation of Terms

Milestone 2 Scope

- Parties will refine the scope undertaken in Milestone 1 and finalize the Project scope with respect to:
  - Scope of the network infrastructure buildout
    - Scale of the buildout to Member City Addresses which shall provide network connectivity to a defined percentage of Member City Addresses
    - Approach to curb-to-home construction
    - Inclusion or exclusion of a wireless licensed tower network and/or a licensed and/or unlicensed wireless mesh overlay above the fiber network
    - All Network technical specifications set forth to ensure compliance, at a minimum, with current Network service level agreements, interoperability and carrier class reliability (minimum 99.99% standard)
  - Scope of operational Role and Responsibilities for all Parties
    - Roles and Responsibilities to be clearly defined in draft Concession Agreement term sheet
    - Division of operations, maintenance and refresh functions between Macquarie, the Wholesale Service Provider and the Agencies
  - Coordination of qualifications-based design-build (DB) contractor process
    - Preparation of request for qualifications (RFQ) to solicit qualifications-based proposals from selected DB contractors
    - Identification of evaluation criteria and framework for RFQ responses
    - Selection of preferred DB contractor(s) to participate in best value process to deliver binding, fixed price DB Contract bids
  - Parties to negotiate and agree detailed commercial and legal Project terms
  - Macquarie will engage all necessary consultants to assist in reasonably progressing the commercial, technical and legal workstreams for the Project
    - Technical Consultant to assist in the preparation and evaluation of the RFQ and RFQ responses
    - Legal advisers to develop detailed term sheets for the Concession Agreement and, if required, advise potential capital providers on the financing plan for the Project;
- Macquarie will develop a complete financing plan for the Project and secure indications of interest and preliminary term sheets from prospective lenders
  - Net financial impact to Member Cities
- Macquarie will update its financial model to incorporate revised assumptions and inputs based on the conclusion from the Milestone 2 Workplan
  - Quantification of the maximum Utility Fee required
  - Net financial impact to the Agencies

Milestone 2 Deliverables

- Final Project scope and Roles & Responsibilities for all Parties
- Full Term Sheet for the Concession Agreement

- Selection of preferred DB contractor(s)
- Financing plan for the Project and term sheets from lenders
- Scope, deliverables and timeline for the subsequent Milestone
- Updated budget for the subsequent Milestone
- Draft Proposal with the proposed Utility Fee and a summary of the net financial impact on the Agencies

1.2 Milestone 3 – Commercial Close

Milestone 3 Scope

- Parties to work collaboratively with the preferred DB Contractor(s) to develop the commercial, legal and technical terms of the DB Contract, including, but not limited to:
    - Capital cost estimate and construction schedule
    - Final network design
    - Commercial and legal terms including security package and interface of the DB Contract with the Concession Agreement
- Evaluation of the DB Contract bids and execution of the DB Contract, subject to the Project reaching Financial Close
- Macquarie will engage all necessary consultants to assist in reasonably progressing the commercial, technical and legal workstreams for the Project
    - Legal, technical and insurance advisers if required by potential capital providers for the Project
    - Legal adviser to progress term sheets to full agreements
    - Accounting and tax adviser to review, develop and propose an appropriate structure for the Project
- Macquarie will update the financing plan for the Project and assist lenders with due diligence
    - If required, Macquarie will secure initial rating assessments from one or more rating agencies
- Macquarie will update its financial model to incorporate revised assumptions and inputs based on the 0conclusion from the Milestone 3 Workplan
    - Quantification of the maximum Utility Fee required
    - Net financial impact to the Agencies

Milestone 3 Deliverables

- Binding fixed price DB Contract bids
- Finalized DB Contract
- Initial audit of the financial model
- Final Proposal to the Agencies including detailed Concession Agreement term sheet and agreed committed Availability Payment, and corresponding required utility fee)
    - Note that the Availability Payment would be subject to adjustment for changes in market interest rates and potentially certain other pre-agreed adjustment factors)
- Debt financing commitment letters and term sheets (note that debt commitments at this stage may still have certain contingencies such as finalization of due diligence)
- Scope, deliverables and timeline for the subsequent Milestone
- Updated budget for the subsequent Milestone

1.3 Milestone 4 - Financial Close

Milestone 4 Scope

- Finalize and execute definitive agreement(s) with the Agencies
- Finalize Financial Model and undertake subsequent third-party Model Audit
- Completion of lender due diligence and definitive loan agreement (between ProjectCo and its lenders)

Milestone 4 Deliverables

- Fully executed Concession Agreement and associated documentation
- Fully executed Definitive Loan Agreement and associated documentation between ProjectCo and its lenders
- Third-party audited Financial Model

APPENDIX C

PROTECTED RECORD UNDER GRAMA

REDACTED

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 10.

Short Title: City Manager's Report

Initiated By:

Scheduled Time: 9:10

SUBJECT

a. Proposed agenda for February 4 Transportation open house and presentation

RECOMMENDATION

Review the proposed outline (attached) pertaining to the open house and council meeting presentation and give further direction as may be agreed upon by the City Council.

BACKGROUND

In an earlier meeting, the City Council agreed to hold a public open house on transportation topics on Feb. 4 prior to the regular City Council meeting, including a formal presentation on selected topics in the Council meeting. Mayor Cutler asked Councilmembers Fillmore and Ivie to work with the City Manager to develop the agenda or outline of subject matter that will be available or presented. Based on feedback from Fillmore, Ivie and representatives of WFRC, UTA and UDOT, the City Manager has drafted the attached proposed outline for both the open house and council meeting presentation.

ATTACHMENTS:

Description

- Transportation Open House and Presentation

Transportation Open House and Presentation

Centerville City Hall

February 4, 2014

Proposed Agenda/Content

Open House in Lobby—5 to 7 p.m.

Three display stations with personnel to answer questions:

- WFRC/UTA – 2015-2040 Draft Regional Transportation Plan (RTP). Specifically address what is proposed for mass transit in Centerville, including on Main Street. Also explain highway projects in the RTP that affect Centerville, such as Parrish Lane/I-15 Interchange replacement. Do WFRC and UTA want to break this into two display stations?
- UDOT – Explain I-15 Express Lane Project, including pedestrian crossing at Parrish Lane over freeway. Construction to begin in 2014 and finish in 2015.
- Centerville City – City Engineer will answer questions about the Main & Parrish Intersection Project, which is scheduled to be advertised for bid in February. Residents can also express concerns to City staff about other intersections or traffic issues.

Presentation in Council Meeting—7 p.m.

Three presentations at first of meeting:

1. UDOT – 5 minutes for explanation of I-15 Express Lane Project, including pedestrian crossing (Nathan Peterson, project manager)
2. WFRC – (Greg Scott) 15 minutes for power point presentation explaining:
    - What the WFRC is (brief)
    - What the Regional Transportation Plan (RTP) is and the process for creating it
    - How input is sought from public officials and residents for the RTP
    - Broad overview of regional road network in the RTP (brief)
    - Mass Transit section of the RTP, with focus on what is proposed for Centerville in the Draft 2015-2040 Plan, including Main Street (how will this affect the width of Main Street?)
    - Transit studies in south Davis County in recent years
3. UTA – (Hal Johnson or Matt Sibul) 15 minutes explaining:
    - Summary of current SLC-Davis County Connector Study and Centerville's role in that study as part of the "area of influence"
    - Explanation regarding whether there is potential for a Frontrunner Stop in Centerville in future

Public comments and questions following these presentations

Answers from WFRC/UTA/UDOT reps

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 11.

Short Title: Miscellaneous Business

Initiated By:

Scheduled Time: 9:20

SUBJECT

a. Reappointment of City Recorder and Treasurer - Consider Resolution No. 2014-06
b. Accept UDOT offer for purchase of City property needed for Main & Parrish Intersection Project

RECOMMENDATION

a. Approve Resolution No. 2014-06 reappointing the following officers of Centerville:
   (1) City Recorder, Marsha Morrow
   (2) City Treasurer, Jolene Jackson

b. Authorize Mayor to sign documents pertaining to the sale of City property to UDOT for the Parrish & Main Intersection Project.

BACKGROUND

a. Utah State law (1 0-3-916) requires, ". . . on or before the first Monday in February following a municipal election, the mayor, with the advice and consent of the city council, shall appoint a qualified person to each of the offices of city recorder and treasurer." The City Code (3-01-020) allows the City Manager to make recommendation ". . . to the Mayor and City Council regarding the appointment or dismissal of any appointed officer." The City Manager's recommendations are shown above. The Mayor supports these recommendations.

Marsha Morrow has been the City Recorder since February 1, 2012 and was the Deputy City Recorder for 20+ years prior to being appointed as the City Recorder. She has achieved both the Certified Municipal Clerk and Master Municipal Clerk designations.

Jolene Jackson was first appointed as City Treasurer on January 6, 1992. During her 22 years of service, she has been very active in the Municipal Treasurers professional association, becoming a Certified Public Finance Administrator.

b. Centerville City owns a narrow strip of property along the frontage of the three homes north of Wells Fargo Bank on Main Street. The roadway improvements will encroach somewhat on the first homesite, but will not affect the front yards of the second and third homes--other than an easement for a guideline to support a power pole. UDOT has decided, however, that this 7-foot-wide strip along these three homes should be owned by UDOT--instead of Centerville--as a part of the Main Street right-of-way, and is willing to purchase such from the City. The City Manager will provide more details on this matter before Tuesday's Council meeting. He may also recommend the Council go into a closed session for this subject.

ATTACHMENTS:

Description

- Resolution No. 2014-06
- Right of Way Purchase from Centerville City
- Aerial Photo of Project

RESOLUTION NO. 2014-06

A RESOLUTION DESIGNATING AND APPOINTING CERTAIN APPOINTED OFFICERS OF CENTERVILLE CITY

WHEREAS, pursuant to *Utah Code Ann.* § 10-3-916, the Mayor, with the advice and consent of the City Council, is to appoint a qualified person to each of the offices of City Recorder and Treasurer, on or before the first Monday in February following a municipal election; and

WHEREAS, the Mayor and the City Council desire now to appoint certain individuals to the appointive offices as more particularly provided herein below;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Appointment.** The following are hereby appointed to the following designated offices within Centerville City. The persons appointed shall serve at the pleasure of the City Council and until their successors are appointed and qualified. The persons appointed and their appointments made herein shall be subject to the ordinances, rules and regulations of Centerville City and the laws of the State of Utah.

City Recorder	Marsha L. Morrow
City Treasurer	Jolene S. Jackson

Section 2. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 21st DAY OF JANUARY, 2014.

ATTEST: **CENTERVILLE CITY**

______________________________ By: ______________________________

Marsha L. Morrow, City Recorder Paul A. Cutler, Mayor

Utah Department of Transportation
Right of Way Contract
Fee Simple Acquisition

Project No: F-0106(11)3 Parcel No.(s): 8B:T

Job/Proj / Auth No: 52764 Pin No: 7194
Project Location: SR-106; MAIN STREET & PARRISH LANE
County of Property: DAVIS Tax ID / Sidwell No: Davis
Property Address: CENTERVILLE UT, 84014
Owner's Address: 250 North Main Street,Centerville,UT,84014
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Centerville City Corporation

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:
The Grantor hereby agrees to convey and sell by Quit Claim a parcel(s) of land known as parcel number(s) 8B:T for transportation purposes. This contract is to be returned to: William B Cook (Consultant), Right of Way Agent c/o Utah Department of Transportation, 4501 SOUTH 2700 WEST, SALT LAKE CITY, UT 841190000.

1. Grantor will transfer property free of all liens and encumbrances except recorded easements.
2. Grantor agrees to transfer property free of all debris and any hazardous materials (including paint or other household products.)
3. Grantor shall leave the property in the same condition, as it was when this contract was signed. No work, improvement, or alteration will be done to the property other than what is provided for in this agreement. Grantor agrees to maintain the property until the Department takes possession.
4. If this acquisition is a total purchase, a key deposit will be retained in the amount of 1% or a negotiated amount until the keys are delivered to the Department. If delivered to the Department in an unacceptable condition, the amount to correct the condition shall be used from the deposit to cover the cost of clean up or necessary repairs.
5. All fixtures are to remain with the property including lighting, plumbing, heating, and air conditioning.
6. Grantor agrees to pay any and all taxes assessed against this property to the date of closing.
7. The Department shall pay the Grantor and or other parties of interest for the real property in the deed(s) and/or easement(s) referenced above.
8. "Transportation Purposes" is defined as follows: The public use for which the property or property right is being acquired herein, may include but is not limited to the following possible uses: the construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, project caused statutory relocations, and other related transportation uses.
9. The Grantor(s) is aware that Utah Code Ann. Sect. 78B-6-520.3 provides that in certain circumstances, the seller of property which is being acquired for a particular public use, is entitled to receive an offer to repurchase the property at the same price that the seller received, before the property can be put to a different use. Grantor(s) waives any right grantor may have to repurchase the property being acquired herein, and waives any rights Grantor(s) may have under Utah Code Ann. Sect. 78B-6-520.3.
10. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the property.
11. Upon execution of this contract by the parties, Grantor grants UDOT, its contractors, permitees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the state transportation project.

Additional Terms:
Grantor has been paid $5,901 for improvements acquired consisting of 420 sf of concrete driveway, and $1,267 sf of sod, sprinkler and hedge. He has also been paid $1,100 as a cost to cure for 2 mailbox relocations and a fee to re-configure sprinkler system.

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Seller's Agent ____________, represents seller.
Seller's Brokerage ____________, represents seller.
Buyer's Agent ______N/A______, represents purchaser.
Buyer's Brokerage ____________, represents purchaser.

Total Selling Price $17,550.00

Utah Department of Transportation
Right of Way Contract
Fee Simple Acquisition

Project No: F-0106(11)3 Parcel No.(s): 8B:T

Job/Proj / Auth No: 52764 Pin No: 7194
Project Location: SR-106; MAIN STREET & PARRISH LANE
County of Property: DAVIS Tax ID / Sidwell No: Davis
Property Address: CENTERVILLE UT, 84014
Owner's Address: 250 North Main Street,Centerville,UT,84014
Primary Phone: Owner's Home Phone: Owner's Work Phone:
Owner / Grantor (s): Centerville City Corporation

Grantor's Initials

Grantor understands this agreement is an option until approved by the Director of Right of Way.
Grantors acknowledge and accept the percent of ownership listed below and agree that the portion of the total selling price they each receive, will correspond with their respective percent of ownership.
________ This Contract may be signed in counterparts by use of counterpart signature pages, and each counterpart signature page shall constitute a part of this Contract as if all Grantors signed on the same page.

Percent **Date**

________ 100% ________________ ________
Centerville City Corporation

Right of Way Agents William B Cook 12/27/13
William B Cook (Consultant) / Acquisition Agent

____
William (Bill) Lovelace / Team Leader

____
Approved by Director of Right of Way

Utah Department of Transportation
Administrative Compensation Estimate

Project No: F-0106(11)3   Parcel No.(s): 8B:T
Job/Proj / Auth No: 52764   Pin No: 7194
Project Location: SR-106; MAIN STREET & PARRISH LANE
County of Property: DAVIS   Tax ID / Sidwell No: Davis
Property Address: CENTERVILLE UT, 84014
Owner / Grantor (s): Centerville City Corporation
Owner's Address: 250 North Main Street,Centerville,UT,84014
Owner's Home Phone: Owner's Work Phone:

Parcel No.	Parcel Type	Size	Units	Price per Unit	%	PROPERTY USE	HBU	PARCEL ZONING Zoning	Jurisdiction
8B:T	Land	1687	SQFT	$6.25	100	Residential			DAVIS

VALUE OF THE TAKING

						Factor		
8B:T	——>	1687 SQFT	$6.25	100	x	1	=	$10,543.00

IMPROVEMENTS

8B:T	Cost-to-Cure:Replacement	$1,100.00

OTHER COSTS

8B:T	Improvements	$5,901.00
8B:T	Rounding	$6.00

TOTAL COMPENSATION: $17,550.00

ACKNOWLEDGEMENTS

The Compensation Estimate is an appraisal waiver program that administrates an estimate of just compensation for the impacted subject property. Though this form is not an appraisal, the estimated just compensation is derived from market data and information contained within the project file. An inspection with the property owner is recommended, but not required. This form is for internal R/W purposes only. The exempting authority for the Appraisal Waiver Program is found in 49 C.F.R. 24(c) for Federal requirements and in R933-1-1 for State of Utah requirements.

ADMINISTRATIVE APPROVAL

NAME

DATE OF APPROVAL

William B Cook (Consultant)

APPRAISAL REVIEWER (CONSULTANT)
TITLE

December 27, 2013
DATE OF ESTIMATE

CENTERVILLE - SR-106 & PARRISH LANE INTERSECTION

PROJECT #F-0106(11)3 PIN 7194

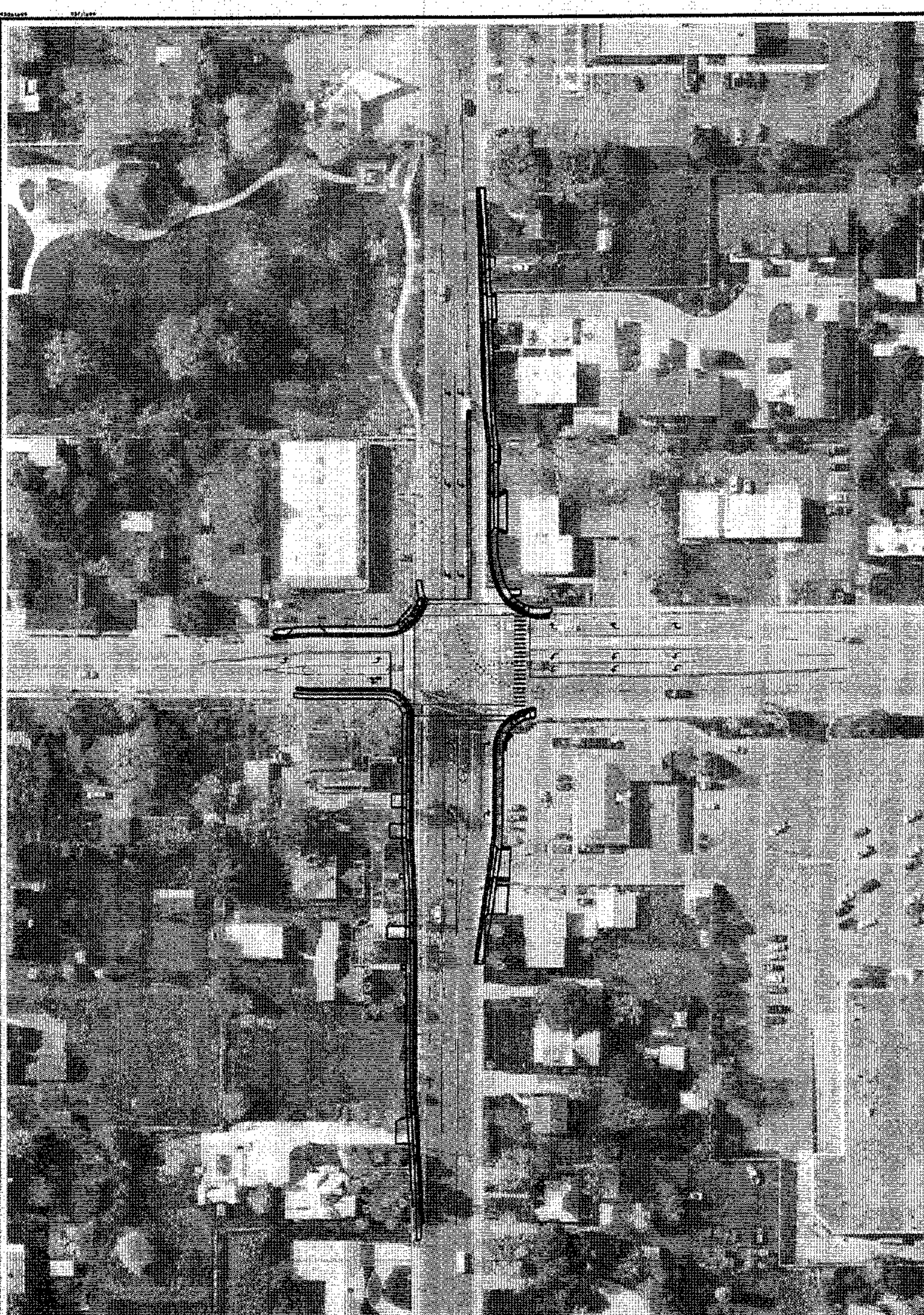
Compensation Estimate for Parcel 8B:T

Centerville City Corporation

William B. Cook 12/23/2013

Zoned Agricultural 1,687sf .039ac

PARCEL	TYPE	TAKE(S) SF	EASEMENT(S) SF	$/SF	FACTOR	FACTOR	TOTAL
8B:T	TAKE	1,687		$6.25			$10,543.00
IMPROVEMENTS ACQUIRED:							
Concrete Driveway		420		$ 5.00			$ 2,100.00
Sod/Sprinkler/Hedge		1,267		$ 3.00			$ 3,801.00
						Subtotal:	$ 16,444.00
COST TO CURE ITEMS:							
Mailbox Relocate		2		$ 300.00			$ 600.00
Sprinkler Reconfigure		1		$ 500.00			$ 500.00
						Subtotal:	$ 1,100.00
Subtotal:							**$ 17,544.00**
Rounding:							$ 6.00
TOTAL ESTIMATE OF JUST COMPENSATION:							**$ 17,550.00**



PROJECT	SR-106; MAIN ST. & PARRISH LANE		
	CENTERVILLE		
PROJECT NUMBER	F-0106(11)3	PIN	7194

UTAH DEPARTMENT OF TRANSPORTATION

ROADWAY

APPROVED

PROFESSIONAL LAND SURVEYOR — DATE

DRAWN BY

QC CHECKED BY

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

ESI Project No. 11-138

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 12.

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: 9:30

SUBJECT

RECOMMENDATION

If needed, the City Council may adjourn into a Closed Meeting to discuss subjects as allowed by State law.

BACKGROUND

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No. 13.

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

Initiated By:

Scheduled Time: 9:30

SUBJECT

RECOMMENDATION

BACKGROUND

This topic allows the City Council to act on a matter that may have been discussed in Closed Meeting.

CENTERVILLE CITY COUNCIL

Staff Backup Report
1/21/2014

Item No.

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

Initiated By:

Scheduled Time:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- Monthly Building Report for November 2013
- Monthly Building Report for December 2013

Steve Thacker,
City Manager

Bui

655 North 1250 West, Centerville, Utah 84014

Monthly Building Report for November 2013

Construction Type	# of Permits		YTD Structures		Average Home Cost		Construction Valuation	
	Month	YTD	# Units	# Bldgs	Month	YTD	Month	YTD
Single Dwellings	3	16	16	16	326,312.00	319,825.00	978,937.00	5,117,198.00
Duplexes / Town Homes	0	23	34	5			-	5,756,568.00
Apartments	0	0	0	0			-	-
Addition/Alteration/Repair	3	24					84,302.00	982,040.00
Power/Mech	6	64					-	-
Signage	2	14					16,800.00	119,666.00
Commercial/Tenant Finish	2	15					130,172.00	16,835,083.00
Detached Structure/Gar	0	4					-	80,876.00
Demolition	0	3					-	-
Pool	0	0					-	-
Miscellaneous	0	12					-	137,500.00
Total Permits Issued:	**16**	**175**			**Total Permitted Valuation:**		**1,210,211.00**	**29,028,931.00**

	Monthly		*YTD Comparison*	
Building Permit Related Revenues	***November 2013***	***YTD 2013***	***November 2012***	***YTD 2012***
BUILDING	*11,445.90*	*198,457.48*	*26,663.58*	*231,626.92*
PLAN CHECK	*3,442.37*	*88,072.36*	*21,973.64*	*84,141.44*
ELECTRICAL	*132.00*	*1,716.00*	*66.00*	*1,439.10*
PLUMBING	-	-	-	*198.00*
MECHANICAL	*264.00*	*2,574.00*	*396.00*	*3,887.40*
GRADING	-	-		*376.00*
STATE SURCHARGE	*118.43*	*2,027.17*	*271.26*	*2,374.95*
WATER DEV.	*4,013.00*	*72,413.00*	*12,600.00*	*85,500.00*
WATER CONNECTION				*5,441.50*
WATER METER	*711.00*	*10,846.00*	*876.75*	*15,960.00*
STORM DRAIN				*9,280.00*
FIRE IMPACT	*1,413.00*	*38,955.04*	*9,695.49*	*33,642.57*
PARK IMPACT	*6,171.00*	*86,567.00*	*58,800.00*	*151,200.00*
DRIVE APPROACH	*105.00*	*1,365.00*	*35.00*	*2,830.00*
BOND	*4,000.00*	*31,000.00*	*2,500.00*	*57,500.00*
SPECIAL RECORDING	-	*42.00*	-	*20.00*
ENGINEERING		*3,099.60*	*2,220.60*	*4,591.03*
TV INSPECT DRAINS	-	*870.00*	*750.00*	*1,575.00*
LANDSCAPING BOND				*57,000.00*
Total Permits Related Revenue:	***$31,815.70***	***$538,004.65***	***$136,848.32***	***$748,533.91***

Steve Thacker,
City Manager

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655 North 1250 West, Centerville, Utah 84014

Monthly Building Report for December 2013

Construction Type	# of Permits Month	# of Permits YTD	YTD Structures # Units	YTD Structures # Bldgs	Average Home Cost Month	Average Home Cost YTD	Construction Valuation Month	Construction Valuation YTD
Single Dwellings	0	16	16	16	-	319,825.00	-	5,117,198.00
Duplexes / Town Homes	0	23	34	5			-	5,756,568.00
Apartments	0	0	0	0		-	-	-
Addition/Alteration/Repair	0	24					-	982,040.00
Power/Mech	2	56					-	-
Signage	1	15					3,900.00	123,566.00
Commercial/Tenant Finish	1	16					4,700.00	16,839,783.00
Detached Structure/Gar	0	4					-	80,876.00
Demolition	0	3					-	-
Pool	0	0					-	-
Miscellaneous	2	14					9,500.00	147,000.00
Total Permits Issued:	**6**	**181**			**Total Permitted Valuation:**		**18,100.00**	**29,047,031.00**

Building Permit Related Revenues	*Monthly* December 2013	*Monthly* YTD 2013	*YTD Comparison* December 2012	*YTD Comparison* YTD 2012
BUILDING	*752.00*	*199,209.48*	*1,961.90*	*233,588.82*
PLAN CHECK		*88,072.36*	*423.74*	*84,565.18*
ELECTRICAL	*66.00*	*1,782.00*	*66.00*	*1,505.10*
PLUMBING		-	-	*198.00*
MECHANICAL	*66.00*	*2,640.00*	*396.00*	*4,283.40*
GRADING		-	-	*376.00*
STATE SURCHARGE	*8.84*	*2,036.01*	*24.24*	*2,399.19*
WATER DEV.		*72,413.00*	-	*85,500.00*
WATER CONNECTION				*5,441.50*
WATER METER		*10,846.00*	-	*15,960.00*
STORM DRAIN				*9,230.00*
FIRE IMPACT		*38,955.04*	-	*33,642.57*
PARK IMPACT		*86,567.00*		*151,200.00*
DRIVE APPROACH		*1,365.00*	-	*2,830.00*
BOND		*31,000.00*		*57,500.00*
SPECIAL RECORDING		*42.00*	-	*20.00*
ENGINEERING		*3,099.60*		*4,591.03*
TV INSPECT DRAINS		*870.00*	-	*1,575.00*
LANDSCAPING BOND				*57,000.00*
Total Permits Related Revenue:	***$892.84***	***$538,897.49***	***$2,871.88***	***$751,405.79***

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.

March 13, 2013

Governor Gary Herbert
350 North State Street, Suite 200
Salt Lake City, UT 84114-2220

Governor Herbert,

_______________ City stands with the Utah League of Cities and Towns, the Utah Chiefs of Police Association, and the Law Enforcement Legislative Committee in opposition to HB 76 – *Concealed Weapon Carry Amendment.*

Governor Herbert, we encourage you to veto HB 76.

HB 76 represents a dramatic change in Utah's concealed carry permitting process that has been fair for the public, public safety, and concealed carry permit holders.

The reasons for our opposition to the proposal include the following:

- In order to qualify for a concealed firearm permit under Utah Code Ann. 53-5-704 & (3) a person must be screened to see that the person has not been convicted of:
    - A misdemeanor crime of violence other than domestic violence;
    - An offense involving the use of alcohol; or
    - A misdemeanor offense involving moral turpitude.
- Additionally a person may be disqualified from a permit for behavior demonstrating a danger to himself or others by a past pattern of behavior involving unlawful violence, threats of unlawful violence, or misdemeanor violations of state weapons laws.
- HB 76, however, would allow any person over age 21 to carry a concealed firearm regardless of any history of those convictions or behaviors.

Current law allows a person with a concealed firearm permit to carry a loaded firearm concealed or openly. A person who does not possess a concealed firearm permit may openly carry an unloaded firearm. If HB 76 is not vetoed, any person who is 21 years of age or older who may lawfully possess a dangerous weapon may carry a loaded firearm openly or concealed.

We are worried that the potential enactment of HB 76 abridges the ability of public safety officers from responding to the concerns of our residents and businesses.

Signed,

Local elected official and/or local police chief

March 13, 2013

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350 North State Street, Suite 200
Salt Lake City, UT 84114-2220

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We are worried that the potential enactment of HB 76 abridges the ability of public safety officers from responding to the concerns of our residents and businesses.

Signed,

Chief Neal Worsley
Centerville Police Department

RESOLUTION NO. 2014-06

A RESOLUTION DESIGNATING AND APPOINTING CERTAIN APPOINTED OFFICERS OF CENTERVILLE CITY

WHEREAS, pursuant to *Utah Code Ann.* § 10-3-916, the Mayor, with the advice and consent of the City Council, is to appoint a qualified person to each of the offices of City Recorder and Treasurer, on or before the first Monday in February following a municipal election; and

WHEREAS, the Mayor and the City Council desire now to appoint certain individuals to the appointive offices as more particularly provided herein below;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. **Appointment.** The following are hereby appointed to the following designated offices within Centerville City. The persons appointed shall serve at the pleasure of the City Council and until their successors are appointed and qualified. The persons appointed and their appointments made herein shall be subject to the ordinances, rules and regulations of Centerville City and the laws of the State of Utah.

City Recorder	Marsha L. Morrow
City Treasurer	Jolene S. Jackson

Section 2. **Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 21st DAY OF JANUARY, 2014.

ATTEST: **CENTERVILLE CITY**

By: ______________________________

____
Marsha L. Morrow, City Recorder

Paul A. Cutler, Mayor