



CENTERVILLE CITY COUNCIL AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE CITY COUNCIL WILL HOLD ITS REGULAR PUBLIC MEETING AT 7:00 PM ON SEPTEMBER 7, 2021 AT CENTERVILLE CITY HALL COUNCIL CHAMBERS, 250 N. 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 Jacob Smith, Administrative Services Director, at 801-295-3477, giving at least 24 hours notice prior to the meeting.

The full packet of backups materials can be found at <http://centerville.novusagenda.com/agendapublic>.

A. ROLL CALL

B. PRAYER OR THOUGHT

Councilman Bill Ince

C. PLEDGE OF ALLEGIANCE

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 801-295-3477, or may make such request at the beginning of Open Session.) Please state your name and city of residence.

E. BUSINESS

1. Public Hearing - Zoning Text Amendment - Internal ADUs
2. Public Hearing - Zoning Code Amendment - Fences

3. Request for Deferral of Public Improvements - 20 South 400 East - Kari and Dustin Montoya
Consider Request for Deferral of Public Improvements from Kari and Dustin Montoya for deferral of sidewalk, parkstrip, and related public improvements for property located at 20 South 400 East
4. Interlocal Cooperation Agreement with Davis County and Davis County Cities for UPDES General Permit
Consider Interlocal Cooperation Agreement between Davis County and Davis County Cities for UPDES General Permit - Resolution No. 2021-25
5. Storm Water Facilities Maintenance Agreement - The Hive
Consider Storm Water Facilities Maintenance Agreement between Centerville City and CW The Hive, LLC for The Hive development project
6. CDBG Subrecipient Agreement with Davis County for ADA Pedestrian Ramps
Consider Resolution No. 2021-36 approving the Subrecipient Agreement with Davis County for CDBG Program funds for ADA pedestrian ramps
7. Municipal Code Amendments - Golf Carts - CMC 14.07.240
TABLED FROM AUGUST 3, 2021 - Consider Municipal Code Amendments to enact Section 14.07.240 regarding Golf Carts - Ordinance No. 2021-17
8. Municipal Code Amendments - Budgets and Tax Levy - Statutory Updates
Consider Ordinance No. 2021-20 amending various provisions of Title 5 (Revenue and Finance) to bring such provisions into compliance with State law
9. Summary Action Calendar
 - 1) Purchase of (3) Ford Police Interceptor Utility (PIU) vehicles and (1) unmarked
 - 2) Purchase of two budgeted Water Department trucks with shells and in-bed toolboxes
 - 3) Purchase of the budget item Caterpillar Model CB2.7 Paving Compaction Roller and trailer
10. Monthly Financial Report
July 2021 Monthly Financial Statements
11. Minutes Review and Acceptance
August 3, 2021 Work Session Minutes
August 3, 2021 City Council Minutes
August 3, 2021 Closed Session Minutes
August 7, 2021 Special City Council Minutes
August 17, 2021 City Council Minutes
August 24, 2021 Canvass of Election Minutes
12. City Council Report
Councilwoman Robyn Mecham
13. Mayor's Report
14. City Manager's Report

F. CLOSED SESSION (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 the Attorney-Client matters that are

privileged pursuant to Utah Code ann. 78B-1-137, as amended)

Discussion of the character, professional competence, or physical or mental health of an individual

G. ADJOURNMENT

Jennifer Hansen
Centerville City Recorder

CENTERVILLE

**Staff Backup Report
9/7/2021**

Item No.

Short Title: Councilman Bill Ince

Initiated By:

Staff Representative:

SUBJECT

RECOMMENDATION

BACKGROUND

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
9/7/2021**

Item No. 1.

Short Title: Public Hearing - Zoning Text Amendment - Internal ADUs

Initiated By: Planning Commission

Staff Representative: Cory Snyder, Community Development Director

SUBJECT

RECOMMENDATION

BACKGROUND

As a result of Senate Bill 82 of the 2021 Legislative Session cities are required to implement the allowance of “*interior accessory dwelling units*” as permitted uses within a municipality. However, there are some conditions or terms that cities are allowed to regulate. The Commission has prepared an initial draft ordinance (*see attachments for this Agenda Item*), which is being presented to Council as their recommended Zoning Text Amendments.

ATTACHMENTS:

Description

- ▣ 07-28-2021 CC Transmittal Report - Commission Recommendation for ADU Ordinance
- ▣ Internal ADU Ordinance Language
- ▣ Ordinance No. 2021-18 - Internal Accessory Dwelling Units

**CENTERVILLE CITY
COMMUNITY DEVELOPMENT DEPARTMENT
655 North 1250 West, Centerville, Utah 84014
(801)292-8232**

CITY COUNCIL TRANSMITTAL REPORT

PETITIONER: **STATE OF UTAH – 2021 LEGISLATIVE SESSION**
 *“MUNICIPAL REQUIREMENTS FOR ESTABLISHING INTERNAL
ACCESSORY DWELLING UNITS”*

AGENT: **CENTERVILLE CITY PLANNING COMMISSION**
 c/o KEVIN DALY, COMMISSION CHAIR
 250 NORTH MAIN STREET
 CENTERVILLE, UTAH 84014

APPLICATION: **ZONING CODE TEXT AMENDMENTS**

APPLICANT REQUEST: **AMEND CENTERVILLE CITY ZONING ORDINANCES TO
ALLOW FOR THE DEVELOPMENT AND USE OF
INTERNAL ACCESSORY DWELLING UNITS (ADUs)**

COMMISSION RECOMMENDATION: APPROVAL (5-0)

BACKGROUND

As City Council may be aware, SB 82 of the 2021 Legislative Session requires cities to implement the allowance of “*interior accessory dwelling units*” as permitted uses within a municipality. However, there are some conditions or terms that cities are allowed to regulate. Staff has prepared the Commission’s recommended ordinance (*see attachments for this Agenda Item*), which are being presented to the Council as the proposed Zoning Text Amendments. It is expected that the City Council will receive the Commission’s recommendation and consider the proposed ordinance language, conduct the required “public hearing,” and then formulate the official adoption of the ordinance once it is deemed acceptable.

PLANNING COMMISSION RECOMMENDATION

On July 28, 2021, the Planning Commission voted to **RECOMMEND APPROVAL** of the proposed Internal Accessory Dwelling Ordinance (*as attached to the Council Agenda*), with the following conditions and reasons for action (*findings*):

- a. The ordinance complies with State Law*
- b. The ordinance implements the City’s Moderate Income Housing requirements*

PLANNING COMMISSION VOTE (5-0)

COMMISSIONER	YES	NO	ABSENT
Daly (Chair)	X		
Hayman	X		
Kjar			X
Shegrud	X		
Summerhays (Vice Chair)	X		
Wilcox	X		
Wright			X

[New Section] Chapter 12.60 Internal Accessory Dwelling Units

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[Add]	12.60.010	Purpose.
	12.60.020	Scope
	12.60.030.	Definitions
	12.60.040.	Approval and Authorization
	12.60.050.	Use Allowed
	12.60.060.	Limitations, Termination, and Exemptions
	12.60.070.	General Development Standards
	12.60.080.	Design Standards
	12.60.090.	Occupancy Requirements, Licenses, and Owner Affidavits
	12.60.100.	Violations and Enforcement
	12.60.110.	Other Applicable Regulations and Codes

[Add] 12.60.010. Purpose

The purpose of this Chapter is to establish the use and development regulations for the allowance of internal accessory dwelling units (Internal ADUs) within the City. These regulations are intended to provide opportunity for an internally located secondary separated living quarters (i.e., dwelling unit) within a primary single-family dwelling in accordance with applicable State law, including, but not limited to Utah Code § 10-9a-530.

[Add] 12.60.020. Scope

The requirements of this Chapter shall apply to any Internal ADU created or established within the City. Such requirements shall not be construed to prohibit or limit other applicable provisions of this Title, the Centerville Municipal Code, or other laws.

[Add] 12.60.030. Definitions

Certain words and phrases in this Chapter, including uses, are defined in CZC 12.12 (Definitions). In addition to the definitions set forth in CZC 12.12 (Definitions), the following words and phrases shall have the following meanings:

- (a) Internal Accessory Dwelling Unit (Internal ADU). An internal accessory dwelling unit means an accessory dwelling unit created within a primary dwelling as more particularly defined in Utah Code § 10-9a-511.5.
- (b) Primary Dwelling or Primary Single-Family Dwelling. Primary dwelling or primary single-family dwelling means a single-family dwelling that is detached and is occupied as the primary residence of the owner of record as more particularly defined in Utah Code § 10-9a-511.5.

[Add] **12.60.040 Approval and Authorization.**

The Zoning Administrator is authorized to issue permits for Internal ADUs in accordance with the procedures and objective standards for review as set forth in this Chapter and as set forth in CZC 12.21.090 (Permitted Use Review). Decisions regarding the review, approval, or denial of Internal ADUs are administrative proceedings and shall be made in accordance with the provisions of this Chapter and CZC 12.21.060 regarding decision-making standards for administrative proceedings.

[Add] **12.60.050. Use Allowed**

Internal ADUs are allowed in residential zones as set forth in CZC 12.36 (Table of Uses). Permitted and conditional uses are indicated by “P” or “C,” respectively. Uses not permitted are indicated by “N.”

[Add] **12.60.060. Limitations, Termination, and Exemptions**

(a) *Use in Combination.* An Internal ADU shall be established as an internally located secondary accessory dwelling unit and shall only be established in combination within a primary single-family dwelling.

(b) *Owner Occupancy Required.* An Internal ADU shall only be established for a primary single-family dwelling that is occupied by an owner in accordance with the “Owner Occupancy” requirements of CZC 12.60.090.

(c) *Number allowed.* Only one Internal ADU is allowed for:

- (1) A lot, parcel, or tract of land greater than 6,000 square feet; and
- (2) A primary single-family dwelling located within a primarily residential use zone as more particularly designated in CZC 12.36 (Table of Uses).

(d) *Location or Placement.* An Internal ADU may be integrated within or as a part of the primary single-family dwelling structure and shall maintain the character of the primary single-family dwelling structure and such neighborhood context.

(e) *Separate Dwelling Units.* Any portion of a primary single-family dwelling that has been sectioned off, mechanically, physically, or by other means, so that any occupant in the primary single-family dwelling does not have full and free access to the separated portion of the dwelling and such separated area contains living quarters which provide sleeping, sanitary, and fixed kitchen facilities, or any separate accessory building or structure containing the same, shall be subject to the provisions of this Chapter, regardless of the relationship of the occupants.

(f) *No Short-Term Rental.* An Internal ADU may not be used as a short-term rental for fewer than 30 consecutive days as more particularly defined and regulated pursuant to Utah Code § 10-8-85.4. In order to regulate and prohibit short-term rentals, the City shall require and record a notice for any approved Internal ADU with the Davis County Recorder's Office in accordance with Utah Code § 10-9a-530.

(g) *Termination of Internal ADU Use.* The approval permit for an Internal ADU shall become null and void if the occupancy requirements of this Chapter are not satisfied, or the owner declares termination through writing or through neglect or any other confirmed non-corrected action that violates the provisions of this Chapter. Upon such termination of an Internal ADU use, the owner shall remove one or more features that make up an Internal ADU including but not limited to living, sleeping, or kitchen facilities, including electrical, gas, or plumbing, as deemed acceptable to the City to render the Internal ADU removed or unusable.

(h) *Exemptions.* Internal ADUs shall not be included in the gross density calculations for primarily single-family zoning districts.

[Add] **12.60.070. General Development Standards**

The development standards set forth in this Section shall apply to any Internal ADU that is created or established within the City. The purposes of these development standards are to ensure that the Internal ADU is clearly and distinctly an accessory use and internally located as part of the approved primary single-family dwelling use located on the property.

(a) *Creation.* An Internal ADU shall only be established through the following methods:

- (1) Converting existing living area, attic, basement, or other area of a primary single-family dwelling. The conversion of the primary single-family dwelling's garage space is prohibited without providing the required parking stalls in another appropriately City approved location;
- (2) Adding floor area to the primary single-family dwelling; or
- (3) Integrating an Internal ADU into the design plan for new construction of a primary single-family dwelling.

(b) *Minimum Lot Size.* The minimum lot size for establishing an Internal ADU shall be 6,000 square feet or more within a primary single-family dwelling.

(c) *Setbacks.*

An Internal ADU created within or attached to the primary single-family dwelling shall meet the applicable front, side, and rear yard setbacks for “*main buildings*” as listed in the development standards of the respective zone.

(d) *Heights.*

An Internal ADU created within or attached to the primary single-family dwelling shall meet the applicable height requirement for primary or main buildings as listed in the development standards of the respective zone.

(e) *Parking.* At least one additional parking space shall be provided for an Internal ADU; provided, however that the existing parking requirements for the primary single-family dwelling are to remain in place or restored if missing. The Internal ADU parking space may be located in tandem with other required parking spaces. All required parking spaces must be located behind the front yard setback line of the lot.

(f) *Bulk Yard Area Limitation.* The combined building footprint coverage of a lot area for the primary single-family dwelling and the Internal ADU shall not exceed the impervious surface allowance for the respective zoning district in which it is located.

[Add]

12.60.080. Design Standards

The design standards set forth in this Section are to apply to any Internal ADU that is created or established within the City. The purposes of these design standards are to ensure Internal ADU compatibility with the general pattern, character, and livability of Centerville’s typical low density single-family neighborhoods.

(a) *Exterior Finish Materials.* The exterior finish materials should be compatible with, or visually appear to be harmonious with the type, size, and colors of the finish materials utilized on the primary single-family dwelling on the lot or parcel.

(b) *Location of Entrances.* Only one additional entrance may be located on the wall facade that can be viewed from the public street directly adjacent to the same lot or parcel in which the Internal ADU is located. All other entrances must be located on wall facades facing interior to the lot.

(1) *Ground Entrance Restrictions.* Ground entrances and coverings are prohibited on a wall facade facing a perimeter lot line, unless such wall façade is at least 10 feet from a perimeter lot line and such coverings are located at least 6 feet from any perimeter lot line.

(2) *Upper Story Entrance Restrictions.* Upper story entrances and coverings (*e.g., access from balconies and decks*) having no other ground entrances are

prohibited on a wall façade facing a perimeter lot line unless such wall façade is located 10 feet from the perimeter lot line and such coverings are located at least 6 feet from any perimeter lot line.

- (c) *Roof Pitch*. The roof pitch should be compatible or visually appear to be harmonious with the roof pitch style of the primary single-family dwelling on the lot or parcel in which the ADU is located.
- (d) *Windows*. Windows should be compatible or visually appear to be harmonious in proportion (*i.e., width to height*) and orientation (*i.e., horizontal, or vertical*) to windows used for the primary single-family dwelling.
- (e) *Eaves*. Building eaves for Internal ADUs should meet one of the following designs:
 - (1) The eaves are to project from the walls the same distance as the eaves on the primary single-family dwelling.
 - (2) The eaves are to project from the walls at least one foot on all elevations.
 - (3) If the primary single-family dwelling style has no eaves, then eaves are not required for the Internal ADU.
- (f) *Design*. The Internal ADU shall be designed and maintained in a manner that does not change the appearance of the primary single-family dwelling.
- (g) *Exceptions*. If there is a conflict between these design standards and the adopted Construction Codes of the City, then the applicable Construction Code shall govern that particular design element.

[Add] **12.60.090. Occupancy Requirements, Licenses, and Owner Affidavits**

The occupancy requirements set forth in this Section shall apply to any ADU that is created or established within the City. The purposes of these occupancy requirements are to accommodate internal secondary separated living quarters (*i.e., dwelling unit*) with reasonable limitations on their use and to minimize the impact on neighboring properties and the desired setting of the City's single-family neighborhoods.

- (a) *Definitions and Terms*. The following definitions or terms are applicable to the creation and use of Internal ADUs;
 - (1) *Owner*. An owner is defined as a person occupying the premises as their sole primary residence and having at least 20% or greater ownership interest in the property; or, if the property is owned by an entity or trust, a person occupying the premises as their sole primary residence and having at least 20% or greater ownership interest in the entity or trust that owns the property.
 - (2) *Full-Time Residency*. Full-time residency means the owner must live in a

dwelling for at least six months of each calendar year.

- (3) *Internal ADU Occupation*. The Internal ADU is exclusively used for other family members or for long-term rental with a minimum rental period of 30 days or more.
 - (4) *Owner Occupancy Affidavit*. A signed and notarized owner-occupancy acknowledgement for the property for sanctioning an Internal ADU and filed with the City Recorder's Office and/or recorded at the Davis County Recorder's Office.
 - (5) *Temporary Owner Absence Waiver*. An approval granting a waiver of the occupancy requirement due to specific short-term or temporary absences.
- (b) *Full Time Owner Residency*. Either the primary single-family dwelling or the Internal ADU is to be occupied by a full-time residency property owner as shown on the Davis County Tax Assessment rolls.
- (c) *Owner Occupancy Affidavit and License*. An Internal ADU owner must apply for an Internal ADU License and sign an "owner occupancy affidavit" with the City and have it filed with the City Recorder and/or recorded at the Davis County Recorder's Office prior to receiving authorization of constructing and/or use of an Internal ADU. Such license and affidavit shall at minimum establish the following:
- (1) That he/she/they are owner(s) of the property located in Centerville, Utah.
 - (2) That he/she/they applied and intend to receive approval to construct or use an Internal ADU pursuant to Centerville City ordinances.
 - (3) That the owner(s) of the property confirm that the Internal ADU will be used for the purpose of offering a long-term rental of at least 30 days or more to any occupant of the Internal ADU.
 - (4) That an owner with at least a 20% interest in the property will occupy either the primary single-family dwelling or Internal ADU for six months of each calendar year, except where a "temporary owner absence waiver" is granted in accordance with Subsection (d).
 - (5) That if the owner(s) of property are unable or unwilling to fulfill the requirements for use of an Internal ADU, then the owners agree to remove one or more features that make it an Internal ADU, including but not limited to living areas, sleeping areas, or kitchen facilities, including electrical, gas, or plumbing and further agree to terminate, in writing, the Internal ADU permit and approval.
 - (6) That the license and affidavit shall run with the land and be binding upon all owners, heirs, and assigns, and upon all parties acquiring any right, title, or interest in the property.

- (7) That the owners and their heirs, successors, and assigns will inform all prospective purchasers of the property of the terms and conditions of the permit authorizing the ADU.

- (d) *Recorded Notice of Internal ADU*. On or after October 1, 2021, the City may record against the property a notice of any approved Internal ADU in the Davis County Recorder's Office in accordance with Utah Code § 10-9a-530(6).
- (e) *Temporary Owner Absence Waiver*. The owner(s) shall comply with the Full-Time Owner Residency Requirements, or such absence or abandonment shall terminate the Internal ADU permit, as approved by the City. Nonetheless, an owner may receive a waiver of the occupancy requirement upon submitting in writing evidence showing good cause of temporary absence, such as:

- (1) A job re-location;
- (2) Military assignment;
- (3) Medical or other care of others;
- (4) Sabbatical leave;
- (5) Educational pursuits; or
- (6) Personal Illness.

A waiver of the occupancy requirement will then be authorized, by the City's Zoning Administrator, up to a maximum of three years and one month. Thereafter, if not re-occupied by the property owner, then the Internal ADU permit shall be deemed null and void and one or more features constituting the Internal ADU shall be removed immediately, upon notice from Centerville City, or the property will subject to applicable enforcement measures.

[Add] **12.60.100. Violations and Enforcement.**

The applicable enforcement procedures for violations of these Internal ADU ordinance provisions shall be subject to the civil or criminal penalties of CZC 12.23 (Enforcement). Additionally, the City may utilize the enforcement provisions of Utah Code § 10-9a-530 (Internal Accessory Dwelling Units) regarding violations and holding liens against the property.

[Add] **12.60.110 Other Applicable Regulations and Codes**

The creation and use of Internal ADUs are subject to other pertinent codes, restrictions, and regulations that address applicable life, safety, and welfare concerns. Any Internal ADU shall comply with the following:

-
- (a) *Construction and Fire Codes.* An Internal ADU shall be subject to all related regulations regarding the building construction and fire codes, as adopted by the City and State. 8
- (b) *Utilities and Charges.* An Internal ADU shall provide the necessary utilities and services such as, but not limited to, sewer, water, gas, electricity, and garbage collection. All City provided utilities shall be established in the property owner(s) name and the property owner shall be responsible for the payment of such utility services.
- (c) *Development and Impact Fees.* Internal ADUs meeting the development standards of this Title shall be exempt from payment of additional impact fees beyond the establishment of the primary single-family dwelling for the property.
- (d) *Street Addressing.* An Internal ADU will not be given a new distinct address by the City. Such Internal ADUs may refer mail/parcel packages to be delivered separately by the same address as the primary building using a subsidiary numerical or alphabetical reference (*e.g., 1390 West #A*), as approved by the Public Works Director, local postmaster, and emergency service agencies, or by securing a separate postal box.
- (e) *Second Kitchen in Single-Family Dwelling.* An Internal ADU is separate and distinct from a second kitchen authorization pursuant to CZC 12.55.160. If a property owner has an approved second kitchen that the property owner wants to convert into or eliminate to allow for an Internal ADU, the property owner shall notify the City of the second kitchen authorization as part of the application process for approval of an Internal ADU. Any document recorded against the property regarding conversion of or limitations on the second kitchen shall be vacated or removed from the property title prior to approval or as a condition of approval of the Internal ADU.
-

Related Zoning Ordinance Amendments

Chapter 12.12. Definitions

- [Edit] Dwelling, Single-Family, with Internal Accessory ~~Apartment~~ **Dwelling Unit (Internal ADU):** A **lot, parcel, or tract of land** ~~building~~ having only one **primary** single-family dwelling unit and one **internal** accessory dwelling unit.
- [Add] Internal Accessory Dwelling Unit (Internal ADU): See definition of Internal Accessory Dwelling Unit (Internal ADU) as more particularly set forth in CZC 12.60.030.

[Add] Dwelling, Primary or Primary Single-Family Dwelling: See definition of Primary Dwelling or Primary Single-Family Dwelling as more particularly set forth in CZC 12.60.030.

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Chapter 12.36. Table of Uses

[Edit] [Residential Uses] Dwelling, Single-Family, with **Internal** Accessory ~~Apartment~~ **Dwelling Unit (*Internal ADU*)** – Strike **“N”** and list as a permitted use **“P”** in both the AL and RL Zones.

ORDINANCE NO. 2021-18

AN ORDINANCE ENACTING CHAPTER 12.60 OF THE CENTERVILLE ZONING CODE REGARDING INTERNAL ACCESSORY DWELLING UNITS

WHEREAS, the Utah Legislature recently adopted H.B. 82 regarding Single-Family Housing Modifications, requiring municipalities to classify certain accessory dwelling units as permitted dwelling units in any area zoned primarily for residential use as more particularly set forth in Utah Code § 10-9a-530; and

WHEREAS, the proposed amendments to the Zoning Code set forth new definitions and regulations for internal accessory dwelling units as required by State law to be set forth in Chapter 12.60 of the Zoning Code; and

WHEREAS, the proposed amendments to the Zoning Code as set forth herein have been reviewed by the Planning Commission and the City Council and all appropriate public notices have been provided and appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Zoning Code.

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

Section 1. Enactment. Chapter 12.60 of the Centerville Zoning Code regarding Internal Dwelling Units is hereby enacted to read in its entirety as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 2. 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 3. 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 4. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or thirty (30) days after passage, whichever occurs first; provided, the regulations and code provisions adopted herein shall not become effective until September 30, 2021 to coordinate with the effective date of State regulations adopted by H.B. 82.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, ON THIS 7th DAY OF SEPTEMBER, 2021.

ATTEST:

CENTERVILLE CITY

Jennifer Hansen, City Recorder

By: _____
Mayor Clark A. Wilkinson

Voting by the City Council:

	“AYE”	“NAY”	“ABSENT”
Councilmember Fillmore	_____	_____	_____
Councilmember Ince	_____	_____	_____
Councilmember Ivie	_____	_____	_____
Councilmember McEwan	_____	_____	_____
Councilmember Mecham	_____	_____	_____

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provisions of the U.C.A. § 10-3-713, as amended, I, the municipal recorder of Centerville City, hereby certify that foregoing ordinance was duly passed by the City Council and published or posted at: (1) 250 North Main; (2) 655 North 1250 West; and (3) RB’s Gas Station, on the foregoing referenced dates.

JENNIFER HANSEN, City Recorder

DATE: _____

RECORDED this ____ day of _____, 2021.

PUBLISHED OR POSTED this ____ of _____, 2021.

EXHIBIT A

Centerville Zoning Code – Chapter 12.60 (Internal Accessory Dwelling Units)

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
9/7/2021**

Item No. 2.

Short Title: Public Hearing - Zoning Code Amendment - Fences

Initiated By: City Council

Staff Representative: Cory Snyder, Community Development Director

SUBJECT

RECOMMENDATION

BACKGROUND

Recently, the Council directed the Planning Commission and staff to review and recommend potential changes for fencing height limitations, specifically for situations involving corner lots, along the side street frontage. The Commission recently made their recommendation to the City Council.

ATTACHMENTS:

Description

- ▣ 07-28-2021 PC Staff Report - Fencing Zone Text Amendment
- ▣ Ordinance No. 2021-19 - Fences and Walls

CITY COUNCIL TRANSMITTAL REPORT

COMMISSION RECOMMENDATION: APPROVAL (4-1)

(B) If excavated or filled, the native elevation.

(2) Street Side Yard, Corner Lots – For residential zones, fencing up to 6 feet in height may be allowed within the street side yard portion of a corner lot, as measured from an interior lot line of the lot to a line intersecting at the Front Yard Setback line of the lot along the other street. **Except** fences shall not exceed 4 feet in height for a minimum distance of at least 12 feet, when a driveway on an adjacent lot is **located** within 12 feet of the interior lot line of the corner lot (see Figure 1.1 for a visual reference).

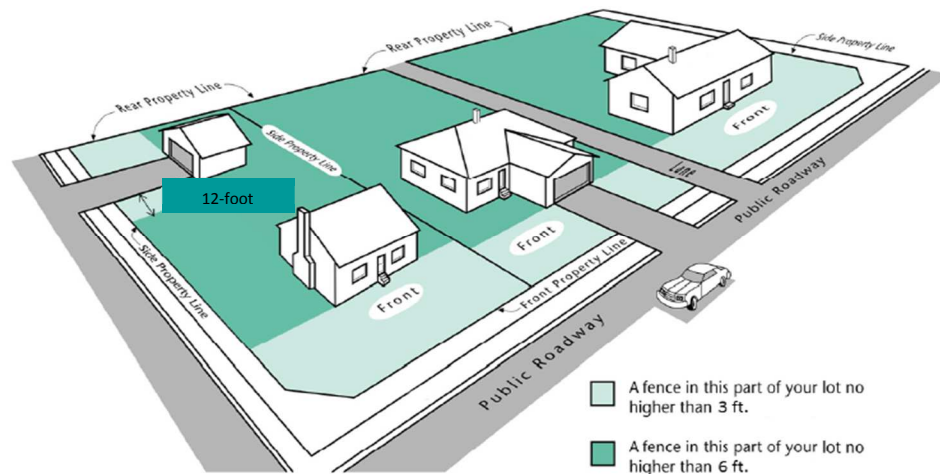


Figure 1.1

Reasons for Action (*findings*):

- a. The Planning Commission finds that the proposed text amendments are consistent with and even further the objectives and policies of the City's General Plan.
- b. Therefore, the Planning Commission finds that the proposed amendments can be deemed acceptable and/or consistent with review factors of Section 12.21.080(e) of Centerville City's Zoning Ordinance.

PLANNING COMMISSION VOTE (4-1)

COMMISSIONER	YES	NO	ABSENT
Daly (Chair)	X		
Hayman		X	
Kjar			X
Shegrud	X		
Summerhays (Vice Chair)	X		
Wilcox	X		
Wright			X

ORDINANCE NO. 2021-19

AN ORDINANCE AMENDING SECTION 12.55.110 OF THE CENTERVILLE ZONING CODE REGARDING FENCES AND WALLS

WHEREAS, the City Council desires to amend Section 12.55.110 of the Zoning Code regarding fences in the street side yard of corner lots as more particularly set forth herein; and

WHEREAS, the proposed amendments to the Zoning Code regarding fencing in the street side yard of corner lots have been reviewed by the Planning Commission with a recommendation to the City Council; and

WHEREAS, City Council has determined that the proposed amendments to the Zoning Code regarding fencing in the street side yard of corner lots are in the best interest of the City and the public and will provide additional fencing opportunities for property owners; and

WHEREAS, the proposed amendments to the Zoning Code as set forth herein have been reviewed by the Planning Commission and the City Council and all appropriate public notices have been provided and appropriate public hearings have been held in accordance with Utah law to obtain public input regarding the proposed revisions to the Zoning Code.

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

Section 1. Amendment. Section 12.55.110 of the Centerville Zoning Code regarding Fences and Walls is hereby amended to read in its entirety as follows:

12.55.110 Fences and Walls

(a) Height of Fences and Walls. No fence, wall, or other similar structure exceeding six feet in height shall be erected in any rear or side yard except for accessory buildings and structures permitted by this Title, except as provided below.

(1) When a difference in grade exists on either side of a fence or wall, the height of the fence or wall shall be measured from:

(A) The average elevation of the finished grade of adjoining properties at the fence line; or

(B) If excavated or filled, the native elevation.

(2) No fence need be less than 48 inches in height.

(3) The Planning Commission may approve a fence, wall or similar structure not to exceed 10 feet in a rear area or side yard in the A-M, R-M, R-H, C-M, C-H, C-VH, I-H, I-VH, PF-L, PF-M, PF-H, or PF-VH zones as part of a site plan review, or amended site plan, with the findings by the Planning Commission that is to be a benefit to the surrounding properties and/or help to buffer the use, and is in the City's best interest.

-

- (b) Fences in Front Yard and Street Side Yard. Except as otherwise provided herein, no ~~No~~ fence or wall or other similar structure exceeding 48 inches in height shall be erected within a front yard or a street side yard.

Section 2. Findings. The City Council makes the following findings regarding the Zoning Code Amendments adopted herein:

- (a) The City Council finds that the proposed text amendments are consistent with and even further the objectives and policies of the City's General Plan.
- (b) The City Council finds that the proposed amendments can be deemed acceptable and/or consistent with review factors of Section 12.21.080(e) of the Centerville Zoning Code.

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, ON THIS 7th DAY OF SEPTEMBER, 2021.

ATTEST:

CENTERVILLE CITY

Jennifer Hansen, City Recorder

By: _____
Mayor Clark A. Wilkinson

Voting by the City Council:

	"AYE"	"NAY"	"ABSENT"
Councilmember Fillmore	_____	_____	_____
Councilmember Ince	_____	_____	_____
Councilmember Ivie	_____	_____	_____
Councilmember McEwan	_____	_____	_____
Councilmember Mecham	_____	_____	_____

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provisions of the U.C.A. § 10-3-713, as amended, I, the municipal recorder of Centerville City, hereby certify that foregoing ordinance was duly passed by the City Council and published or posted at: (1) 250 North Main; (2) 655 North 1250 West; and (3) RB's Gas Station, on the foregoing referenced dates.

JENNIFER HANSEN, City Recorder

DATE: _____

RECORDED this ____ day of _____, 2021.

PUBLISHED OR POSTED this ____ of _____, 2021.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
9/7/2021**

Item No. 3.

Short Title: Request for Deferral of Public Improvements - 20 South 400 East - Kari and Dustin Montoya

Initiated By: Kari and Dustin Montoya, Applicants

Staff Representative: Mike Carlson, Public Works Director

SUBJECT

Consider Request for Deferral of Public Improvements from Kari and Dustin Montoya for deferral of sidewalk, parkstrip, and related public improvements for property located at 20 South 400 East

RECOMMENDATION

Staff does not recommend approval of the proposed Request for Deferral of Public Improvements for property located at 20 South 400 East. See Background section and attached documents from the Public Works Director.

BACKGROUND

Kari and Dustin Montoya own a home and related property located at 20 South 400 East. They have requested deferral of installation of public improvements along their frontage. Under existing City Ordinances, unless otherwise deferred by the Council, the property owner must install all required public improvements associated with the property in order to obtain a building permit. Deferral of public improvements is regulated by CMC 10.04.170 as attached.

- The Public Works Director and Staff feel strongly about having this portion of the sidewalk installed. If you look at the attached “Map of the Deuel Creek Historic District” you can see only two streets that have no sidewalk installed on either side of the road, Center Street and 300 North (both on 400 east heading west). All the other streets in the area have at least one side of the street where there is sidewalk and pedestrians can enter the Historic District safely either off of 400 East or Main Street. You can also see that there is a lot of sidewalks installed in the Historic District already.
- Staff feels like we should always put the improvement in.

ATTACHMENTS:

Description

- Request for Deferral - Montoya
- Deuel Creek Historic District Map
- CMC 10.04.170 - Deferral of Public Improvements

Request for Deferral of Sidewalk at 20 South 400 East Centerville, UT 84014

Applicant: Kari and Dustin Montoya
6464 S. 4160 W.
West Jordan UT 84084

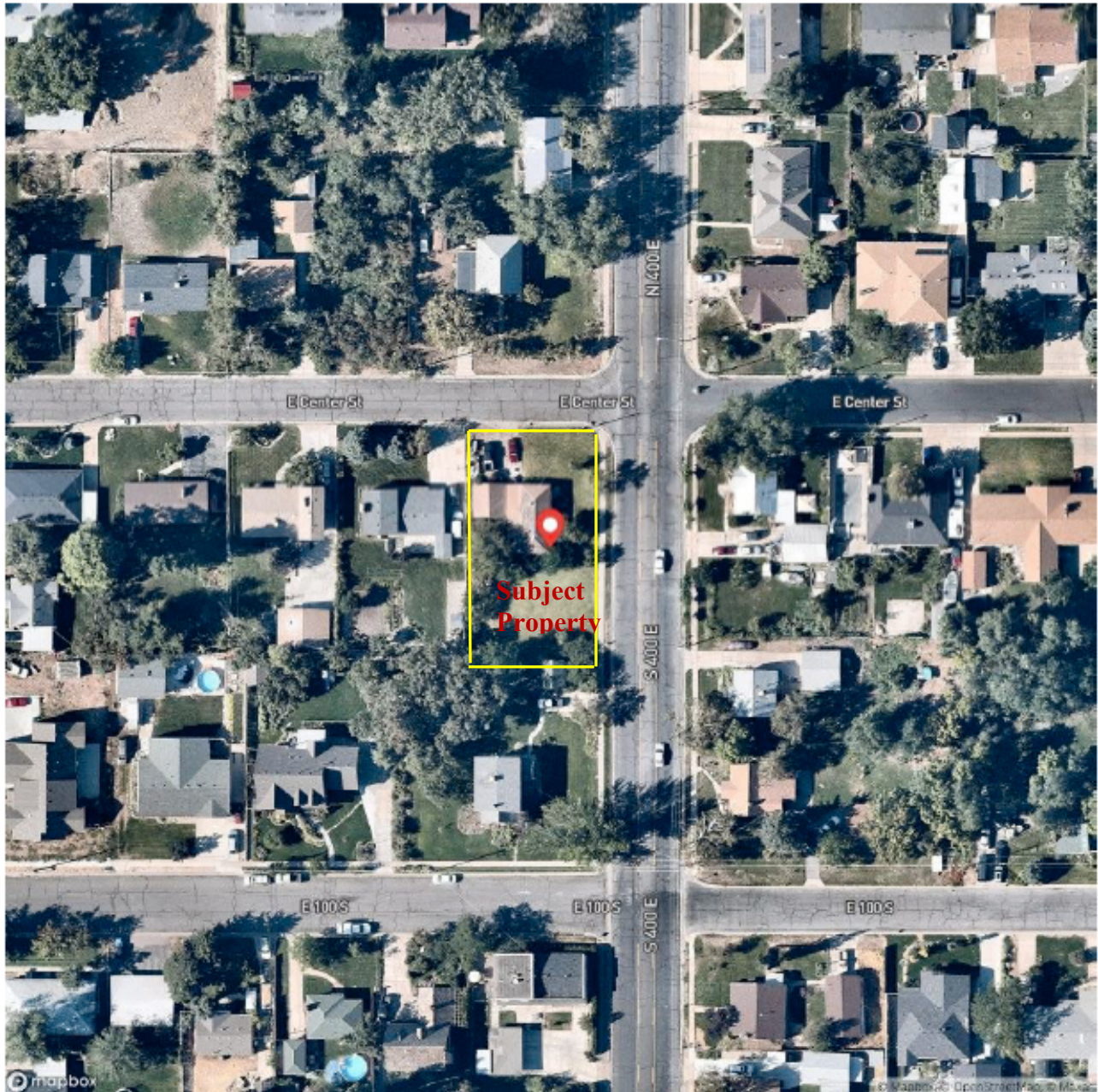
Summary of the evidence in support of the request and analysis of the factors required to qualify for the deferral as set forth in Subsection (f); Required Factors for Deferral. In order to qualify for the deferral of public improvements, the City Council must determine that there is good cause for the deferral and that the application complies with the following requirements:

- 1. The property is a legally conforming lot or parcel as defined and regulated by the Centerville Zoning Code and applicable provisions of CMC 15 (Subdivisions):** Yes.
- 2. The lot or parcel has frontage on a public street:** The parcel has frontage on a public street on both the East (400 E) and South (20 S/Center St.) sides of the lot.
- 3. No street improvements exist on the same side of the street contiguous to the lot or parcel in one or both directions, unless otherwise approved by the City Council based on good cause, or the lot or parcel is in an area of the City specifically designated as an area where sidewalks are not required:** On the residential properties, there are no sidewalks on the North or South side of 20 South/Center St. Sidewalks begin on 20 South/Center St. on the South side at 41 E. Center St. and on the North side at 71 E. Center St.
- 4. The lot or parcel is not within a recorded subdivision, unless otherwise approved by the City Council based on good cause; provided, no deferral of improvements shall be allowed as part of a new subdivision development.** This property is not within a recorded subdivision and will not be a part of a new subdivision development.
- 5. Name and current address of applicant:** Kari and Dustin Montoya- 6464 S. 4160 W. West Jordan UT 84084
- 6. Address of Subject Property:** 20 South 400 East Centerville, UT 84014
- 7. Legal Description:** BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 25, PLAT "A", CENTERVILLE TS, SAID POINT BEING SOUTH 00 19'54" WEST 25.27 FEET ALONG THE CENTER LINE OF ROAD AND NORTH 89 40'06" WEST 33.00 FEET FROM THE CENTER OF THE INTERSECTION OF CENTER STREET AND 400 EAST STREET AND RUNNING THENCE SOUTH 00 19'54" WEST 144.86 FEET ALONG THE WESTERLY LINE OF 400 EAST STREET; THENCE SOUTH 89 51'25" WEST 90.03 FEET; THENCE NORTH 00 16'49" EAST 7.00 FEET; THENCE NORTH 89 51'25" EAST 80.04 FEET; THENCE NORTH 00 19'54" EAST 127.86 FEET; THENCE SOUTH 89 52'06" WEST 80.15 FEET; THENCE NORTH 00 16'49" EAST 10.00 FEET TO A POINT ON THE SOUTHERLY LINE OF CENTER STREET; THENCE NORTH 89 52'06" EAST 90.16 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.
- 8. Parcel number of Subject Property:** 021030046

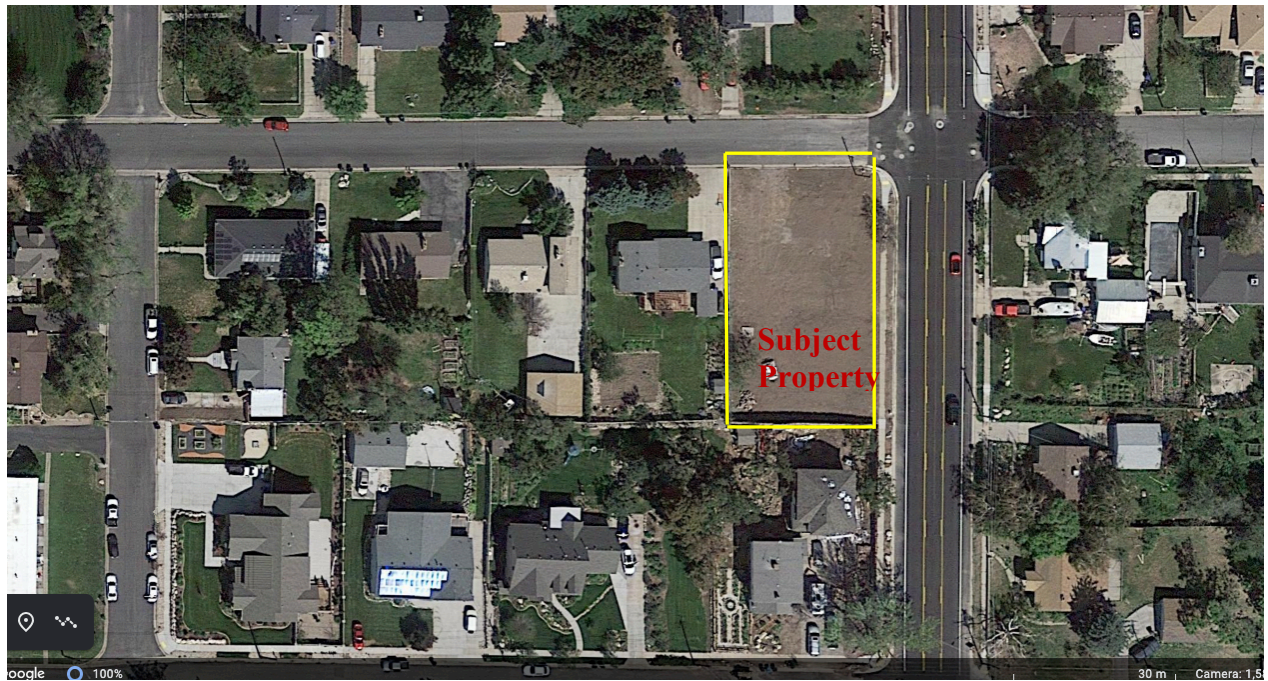
9. Aerial view of subject property and adjacent properties showing existing infrastructure:

UtahRealEstate.com - Tax Data

Property Location:




Current Aerial view:





Sidewalks - Parrish to Porter/Main to 400 East


N

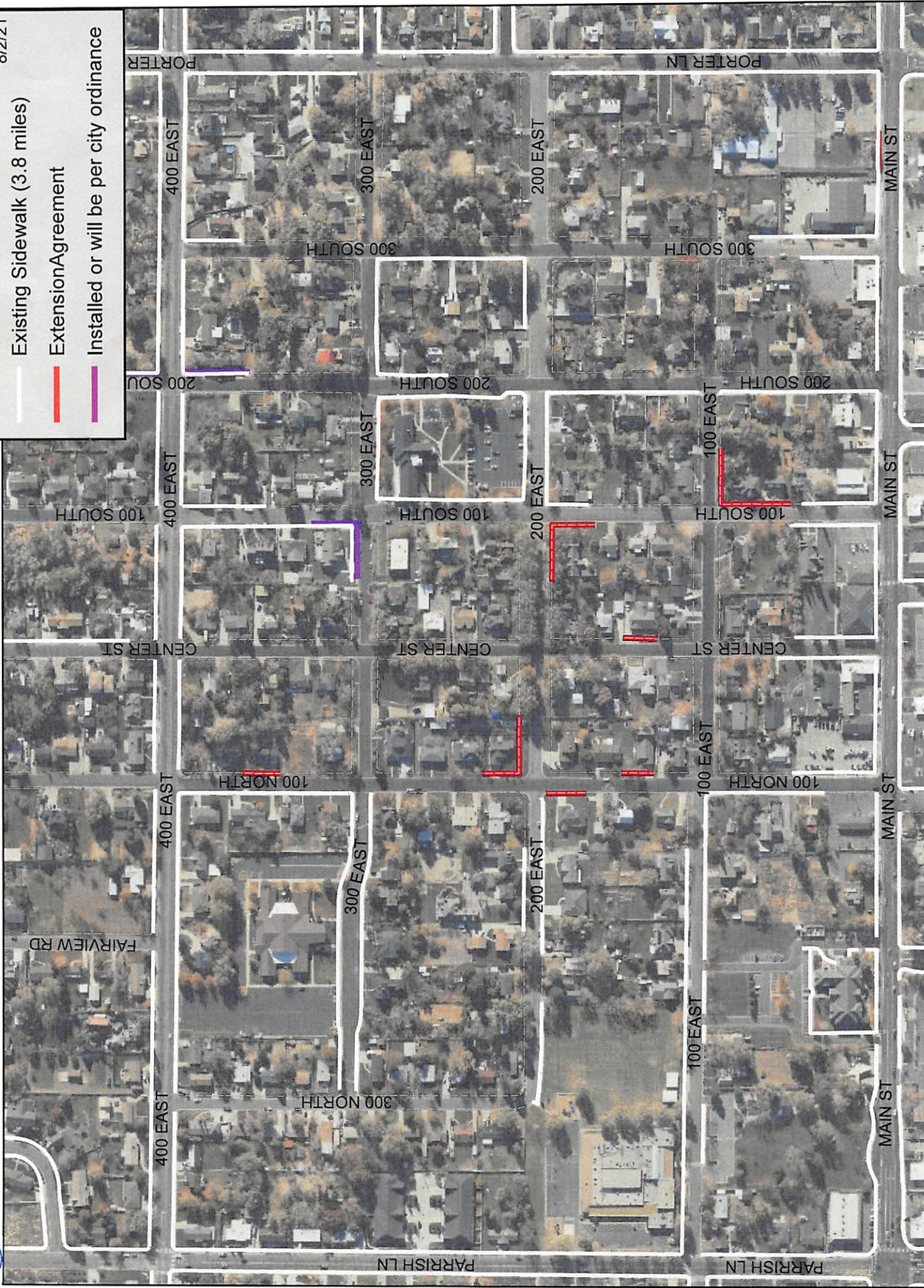
8/2/21

No Sidewalk (4 miles)

Existing Sidewalk (3.8 miles)

Extension Agreement

Installed or will be per city ordinance



10.04.170 Deferral Of Public Improvements

- (a) Request for Deferral. In limited circumstance, upon request of the applicant, the City may defer or waive the installation of any required public improvements when deemed appropriate in accordance with the provisions of this Section. The applicant must submit a written request for deferral of public improvements with the Public Works Director. Such written request must include the following:
- (1) Summary of the evidence in support of the request and analysis of the factors required to qualify for the deferral as set forth in Subsection (f);
 - (2) Name and address of applicant;
 - (3) Address, legal description, and parcel number of subject property;
 - (4) Aerial view of subject property and adjacent properties showing existing infrastructure; and
 - (5) Application fee and professional services deposit for deferral agreements as set forth in the City Fee Schedule.
- (b) Public Works Director Review. The Public Works Director shall review the request for deferral of public improvements and confer with other departments or officials as deemed necessary. The Public Works Director shall thereafter prepare a Staff Report and recommendation to the City Council regarding the request.
- (c) City Council Review. The City Council shall review and approve or deny the requested deferral of public improvements based on the factors set forth in Subsection (f).
- (d) Payment of Costs or Deferral Agreement. If the deferral is approved by the City Council, the applicant shall pay his or her share of the costs of such future improvements according to the reasonable estimate of the City Engineer, or may enter into a Deferral Agreement satisfactory to the City assuring completion of said improvements upon the demand of the City. No permit shall be issued until the appropriate costs required herein are deposited with the City or a Deferral Agreement has been executed between the parties and recorded against the property assuring the completion of such improvements upon demand of the City.
- (e) No Temporary Certificate of Occupancy Required. No Temporary Certificate of Occupancy shall be required when the appropriate costs required herein are deposited with the City or a Deferral Agreement has been executed between the parties and recorded against the property for the deferral of specified public improvements.
- (f) Required Factors for Deferral. In order to qualify for the deferral of public improvements, the City Council must determine that there is good cause for the deferral and that the application complies with the following requirements:

- (1) The property is a legally conforming lot or parcel as defined and regulated by the Centerville Zoning Code and applicable provisions of CMC 15 (Subdivisions);
- (2) The lot or parcel has frontage on a public street;
- (3) No street improvements exist on the same side of the street contiguous to the lot or parcel in one or both directions, unless otherwise approved by the City Council based on good cause, or the lot or parcel is in an area of the City specifically designated as an area where sidewalks are not required; and
- (4) The lot or parcel is not within a recorded subdivision, unless otherwise approved by the City Council based on good cause; provided, no deferral of improvements shall be allowed as part of a new subdivision development.

(g) Veterans and First Responder Expedited Application Procedure. A veteran or service member of the armed forces or any public safety first responder that sustains a service connected disability that requires adjustment to his or her primary residence as a result of the service connected disability, shall be eligible for an expedited review and approval process for any request for deferral application as provided herein. The veteran, service member or first responder shall provide sufficient evidence of applicable employment status, service connected disability, property ownership and primary residence status with the written request for deferral application.

- (1) For purposes of this Section, "veteran or service member of the armed forces" shall include any veteran or service member of the United States Army, Navy, Air Force, Marine Corps, Coast Guard, or the reserve component of any such forces. For purposes of this Section, "public safety first responder" shall include any law enforcement officer or fire safety personnel of any city, county, local district, or other governmental agency.
- (2) In order to qualify for this expedited process, the veteran, service member, or first responder applying for the deferral agreement must have sustained a service connected permanent disability. The home or residence must be in the veteran, service member or first responder's name and must be his or her "primary residence" defined as the principal place where one actually lives.
- (3) Any veteran or service member of the armed forces or any public safety first responder that sustains a service connected disability that requires adjustment to his or her primary residence as a result of the service connected disability, shall be eligible for an expedited review and approval process for deferral agreement applications allowing for final approval of such application by the City Manager (rather than having to go to the City Council for final approval). All other application requirements and procedures set forth in this Section shall apply. The Public Works Director shall still conduct the applicable review of the application and provide a recommendation to the City Manager in accordance with the provisions of Subsection (b). The City Manager shall thereafter conduct the final

review and approval of the application based on the factors set forth in Subsection (f) and shall be authorized to enter into the deferral agreement on behalf of the City.

- (4) Any veteran, service member, or first responder adversely affected by a final decision of the City Manager under this Subsection (g) regarding the approval or denial of a deferral agreement application may appeal such decision to the City Council by filing a written appeal to the City Recorder within 30 days from the date of the City Manager's decision. The appeal to the City Council shall be expedited to the extent feasible.

HISTORY

Adopted by Ord. [2017-03](#) on 4/4/2017

Amended by Ord. [2018-01](#) on 1/16/2018

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
9/7/2021**

Item No. 4.

Short Title: Interlocal Cooperation Agreement with Davis County and Davis County Cities for UPDES General Permit

Initiated By: Cameron Woodbury, Drainage Utility Supervisor

Staff Representative: Lisa Romney, City Attorney

SUBJECT

Consider Interlocal Cooperation Agreement between Davis County and Davis County Cities for UPDES General Permit - Resolution No. 2021-25

RECOMMENDATION

Adopt Resolution No. 2021-25 approving the Interlocal Cooperation Agreement between Davis County and Davis County Cities for UPDES General Permit.

BACKGROUND

Federal EPA water quality regulations require cities to have a permit for operating their storm water systems. Small cities can operate under what is known as the Utah Pollutant Discharge Elimination System (UPDES) General Permit, which is issued by the Utah Department of Environmental Quality, Division of Water Quality. The Permit must be renewed every five years. To meet some of the Permit requirements, some years ago Davis County and its cities formed the Davis County Stormwater Coalition to cost-share educational and training materials, coordinate drainage system mapping, develop model ordinances, etc. The Interlocal Agreement governing this Coalition runs concurrent with the UPDES General Permit and, therefore, should be renewed. The attached Interlocal Cooperation Agreement is substantially similar to the one it replaces from 2016. The Agreement describes the ways in which the County and cities will cooperate to satisfy some of the General Permit requirements.

ATTACHMENTS:

Description

- Resolution No. 2021-25 - Interlocal Agreement - UPDES Permit
- Interlocal Agreement - UPDES Permit - Davis County

RESOLUTION NO. 2021-25

A RESOLUTION OF THE CITY COUNCIL OF CENTERVILLE CITY AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CENTERVILLE CITY, DAVIS COUNTY, AND VARIOUS PARTICIPATING CITIES OF DAVIS COUNTY, FOR THE JOINT IMPLEMENTATION OF UPDES GENERAL PERMIT REQUIREMENTS

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code* §§ 11-13-101, *et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects; and

WHEREAS, Centerville City, Davis County, and various participating cities of Davis County, desire to enter into a cooperative agreement for the joint implementation of UPDES General Permit Requirements, as more particularly provided herein; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into this Interlocal Agreement in order to provide for the efficient use of funds and resources for implementation of UPDES General Permit requirements;

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

Section 1. Agreement Approved. The Centerville City Council hereby accepts and approves the attached Interlocal Cooperation Agreement between Centerville City, Davis County, and various participating cities of Davis County, for the joint implementation of UPDES General Permit requirements.

Section 2. Mayor Authorized to Execute. The Centerville City Council hereby authorizes the Mayor of Centerville City to sign and execute the attached Interlocal Cooperation Agreement for and in behalf of Centerville City.

Section 3. Severability Clause. 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. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, ON THIS 7th DAY OF SEPTEMBER, 2021.**

CENTERVILLE CITY

By: _____
Mayor Clark A. Wilkinson

ATTEST:

Jennifer Hansen, City Recorder

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

According to the provisions of the U.C.A. § 10-3-719, as amended, resolutions may become effective without publication or posting and may take effect on passage or at a later date as the governing body may determine; provided, resolutions may not become effective more than three months from the date of passage. I, the municipal recorder of Centerville City, hereby certify that foregoing resolution was duly passed by the City Council and became effective upon passage or a later date as the governing body directed as more particularly set forth below.

JENNIFER HANSEN, City Recorder

DATE: _____

EFFECTIVE DATE: ____ day of _____, 20____.

EXHIBIT “A”

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND DAVIS COUNTY
FOR UPDES GENERAL PERMIT**

**2021 INTERLOCAL COOPERATION AGREEMENT
BETWEEN DAVIS COUNTY CITIES AND
DAVIS COUNTY
FOR
UPDES GENERAL PERMIT**

THIS AGREEMENT (Agreement) is entered into this ____ day of ____, 2021, by and between the following parties: DAVIS COUNTY, a body corporate and politic of the State of Utah, and the following cities, each of which is a municipal corporation of the State of Utah: BOUNTIFUL, CENTERVILLE, CLEARFIELD, CLINTON, FARMINGTON, FRUIT HEIGHTS, KAYSVILLE, LAYTON, NORTH SALT LAKE, SOUTH WEBER, SUNSET, SYRACUSE, WEST BOUNTIFUL, WEST POINT and WOODS CROSS (Parties).

WITNESSETH:

WHEREAS, the parties are “public agencies” and are authorized and to comply with the *Utah Interlocal Cooperation Act*, §11-13-101, *et seq.*, *Utah Code Annotated*, to enter into agreements with each other for joint or cooperative action; and

WHEREAS, the Environmental Protection Agency (EPA) has published its “Final Rule” setting forth the National Pollutant Discharge Elimination System (NPDES) permit application rules and regulations for stormwater discharges to municipal separate storm sewer systems; and

WHEREAS, the State of Utah, through its Department of Environmental Quality, Division of Water Quality (DWQ), has statutory rulemaking authority and authority to issue pollutant discharge elimination system permits within the State of Utah pursuant to the rules and regulations of the Utah Pollutant Discharge Elimination System (UPDES); and

WHEREAS, the State of Utah has issued a General Permit for Discharges from Small Municipal Separate Storm Sewer Systems, Permit No. UTR 090000 (Permit), to each party of this Agreement, which Permit is incorporated herein by this reference; and

WHEREAS, the rules and regulations provide that more than one entity may jointly implement activities to comply with UPDES permit requirements under Section 4.3 of the General Permit for Discharges from Small Municipal Separate Storm Sewer Systems; and

WHEREAS, the parties are willing to jointly implement activities to fulfill a portion of the UPDES permit requirements; and

WHEREAS the parties desire to enter into this Agreement setting forth their present understanding as to their respective responsibilities with regard to their participation as permittees under their Permit.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Compliance with Permit. As permittees, the parties agree to jointly implement and enforce within their own jurisdictions, their respective responsibilities for complying with the Permit requirements including but not limited to, those responsibilities and requirements set forth in Parts 4.0, 5.0, and 6.0 of the Permit.

2. Administration of Agreement. The administration of this Agreement shall be done by the public works directors of each party, or their official designee, constituting the Davis County Storm Water Coalition (Coalition). Each party will have one voting right. No separate legal entity is created by the terms of this Agreement.

3. Costs. The parties agree that each party shall be responsible to pay for those costs relating to their own stormwater systems, and that the parties shall reimburse each other for expenses incurred in providing services for each other as may be agreed by the parties concerning the various tasks and responsibilities required under the Permit.

4. Joint Cooperation. As reasonably necessary, the parties agree to assist each other in providing and sharing information, drawings, plans, data, etc., which are required to comply

with the requirements set forth in the Permit. The specific activities that the parties agree to assist each other in are set forth as follows:

- a. Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
 - i. Residents
 - ii. Institutions, industrial and commercial facilities
 - iii. Developers and contractors (construction)
 - iv. Municipal Separate Storm Sewer System (MS4) owned or operated facilities
- b. Use the Coalition as a county-wide committee to:
 - i. Train personnel
 - ii. Create partnerships
 - iii. Obtain input and feedback from special interest groups
- c. Annually contribute updated storm drain system information for county-wide mapping purposes
- d. Jointly prepare and promote model ordinances, updates and standards that addresses:
 - i. Illicit discharges
 - ii. Construction site storm water runoff
 - iii. Long-term storm water management
- e. Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction BMPs
- f. Jointly participate to develop draft Standard Operating Procedures
- g. Jointly evaluate, identify, target and provide educational materials and

outreach to address the reduction of water quality impacts associated with nitrogen and phosphorus in discharges

5. Term of Agreement. The parties agree that the duration of this Agreement shall commence upon entry and shall continue in effect for the term of the Permit (which expires at midnight, May 11, 2026) and for an additional 120 days from the effective date of the renewal of the Permit by the Division.

6. Property. In the event that any property is acquired by the parties jointly for the undertaking, and paid for by them, then it shall be divided as the parties' representatives shall agree, or if no agreement is reached, then it shall be divided according to their respective payments for property, or if it cannot be practically divided, then the property shall be sold and the proceeds divided according to the parties' proportionate share of the purchase of the item of property. If property is purchased at one party's sole expense in connection with this Agreement, then the property so purchased shall be and remain the property of the party which purchased it.

7. Entire Agreement. This Agreement embodies the entire agreement between the parties, and it cannot be altered except in a written amendment which is signed by the parties.

8. Governmental Immunity. The parties recognize and acknowledge that each party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Each party shall be responsible and shall defend the action of its own employees, negligent

or otherwise, performed pursuant to the provisions of this Agreement.

9. No Third-Party Benefits. This Agreement is not intended to benefit any person or entity not named as a party hereto.

10. Severability. If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

[Signature Pages to Follow]

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

DAVIS COUNTY

By: _____
Randy Elliott, Chair
Davis County Commission

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

Approved as to Form:

Office of Davis County Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF BOUNTIFUL

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF CENTERVILLE

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF CLEARFIELD

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF CLINTON

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF FARMINGTON

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF FRUIT HEIGHTS

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF KAYSVILLE

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF LAYTON

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF NORTH SALT LAKE

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF SOUTH WEBER

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF SUNSET

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF SYRACUSE

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF WEST BOUNTIFUL

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF WEST POINT

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**Approval of
Interlocal Cooperation Agreement between
Davis County and Davis County Cities for
UPDES General Permit**

Date_____

CITY OF WOODS CROSS

By:_____

Mayor

ATTEST:

City Recorder

Approved as to Form:

City Attorney

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
9/7/2021**

Item No. 5.

Short Title: Storm Water Facilities Maintenance Agreement - The Hive

Initiated By: Dane Smith, CW The Hive, LLC

Staff Representative: Lisa Romney, City Attorney

SUBJECT

Consider Storm Water Facilities Maintenance Agreement between Centerville City and CW The Hive, LLC for The Hive development project

RECOMMENDATION

Approve Storm Water Facilities Maintenance Agreement between Centerville City and CW The Hive, LLC for The Hive development project.

BACKGROUND

This Storm Water Facilities Maintenance Agreement is required in accordance with Section 4.2.5 of the UPDES Permit for MS4 Systems which requires the City to provide a regulatory mechanism for post-construction storm water control measures on private properties that discharge into the City's MS4 System. This Agreement will be recorded against the subject property and will run with the land as an on-going obligation. The Agreement also requires the property owner to provide the City with an annual maintenance certification.

ATTACHMENTS:

Description

- Storm Water Facilities Maintenance Agreement - The Hive

When recorded, mail to:

Centerville City Recorder
250 North Main Street
Centerville, Utah 84014

Affects Parcel No(s): 02-024-0027

**CENTERVILLE CITY
STORM WATER FACILITIES MAINTENANCE AGREEMENT**

This Storm Water Facilities Maintenance Agreement ("Agreement") is made and entered into this _____ day of _____, 20____ by and between Centerville City, a Utah municipal corporation ("the City"), and CW The Hive, LLC, a Utah limited liability company ("Owner").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the disposition of storm and surface waters within the City, as set forth in Title 16 of the Centerville City Municipal Code ("the Code"); and

WHEREAS, the Owner hereby represents and acknowledges that it is the owner in fee simple of certain real property more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("the Property"); and

WHEREAS, the Owner desires to build or develop the Property and/or to conduct certain regulated construction activities on the Property which will alter existing storm and surface water conditions on the Property and/or adjacent lands; and

WHEREAS, in order to accommodate and regulate these anticipated changes in existing storm and surface water flow conditions, the Owner desires to build and maintain at Owner's expense a storm and surface water management facility or improvements ("Storm Water Facilities"); and

WHEREAS, the Storm Water Facilities are more particularly described and shown in the final site plan or subdivision approved by the City for the Property and related engineering drawings, and any amendments thereto, which plans and drawings are on file with the City and are hereby incorporated herein by this reference ("Development Plan"); and

WHEREAS, a description of all Storm Water Facilities, details, and all appurtenances draining to and affecting the Storm Water Facilities and establishing the standard operation and routine maintenance procedures for the Storm Water Facilities, and control measures installed on the Property ("Long-Term Storm Water Management Plan") is more particularly shown in **Exhibit "B,"** and

WHEREAS, as a condition of Development Plan approval, and as required as part of the City's Small MS4 UPDES General Permit from the State of Utah, Owner is required to enter into this Agreement establishing a means of documenting the execution of the Long-Term Storm Water Management Plan; and

NOW, THEREFORE, in consideration of the benefits received and to be received by the Owner, its successors and assigns, as a result of the City's approval of the Long-Term Storm Water Management Plan, and the mutual covenants contained herein, the parties agree as follows:

1. Owner's Obligations to Construct, Maintain, and Inspect Storm Water Facilities. The Owner shall, at its sole cost and expense:
 - (a) Construct the Storm Water Facilities in strict accordance with the plans and specifications identified in the Development Plan, and any amendments thereto which have been approved by the City, and in compliance with applicable City, State, and Federal law.
 - (b) Adequately maintain the Storm Water Facilities. Owner's maintenance obligations shall include all pipes and channels built to convey storm water, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the storm water. Adequate maintenance, for purposes of this Agreement, is defined as good working condition so that the Storm Water Facilities are performing their design functions. The Owner shall, at its sole cost and expense, perform all work necessary to keep the Storm Water Facilities in good working condition.
 - (c) Inspect the Storm Water Facilities and submit an inspection report and certification to the City annually. The purpose of the inspection and certification is to assure safe and proper functioning of the Storm Water Facilities. The annual inspection shall cover all aspects of the Storm Water Facilities, including, but not limited to, the structural improvements, berms, outlet structure, pond areas, access roads, vegetation, landscaping, etc. Deficiencies shall be noted in the inspection report. The report shall also contain a certification as to whether adequate maintenance has been performed and whether the structural controls are operating as designed to protect water quality. The annual inspection report and certification shall be due by June 30th of each year and shall be on forms acceptable to the City.
2. City Oversight Inspection Authority. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect

the Storm Water Facilities whenever deemed necessary by the City. Such inspections shall be conducted in a reasonable manner and at reasonable times, as determined appropriate by the City. The purpose of the inspection shall be to determine and ensure that the Storm Water Facilities are being adequately maintained, are continuing to perform in an adequate manner, and are in compliance with the City Municipal Code and the Long-Term Storm Water Management Plan.

3. Notice of Deficiencies. If the City finds that the Storm Water Facilities contain any defects or are not being maintained adequately, the City shall send Owner written notice of the defects or deficiencies and provide Owner with a reasonable time to cure such defects or deficiencies, but not less than sixty (60) days. Such notice shall be hand-delivered to the Owner or sent certified mail to the Owner.

4. Owner to Make Repairs. The Owner shall, at its sole cost and expense, make such repairs, changes or modifications to the Storm Water Facilities as may be determined as reasonably necessary by the City within the required cure period to ensure that the Storm Water Facilities are adequately maintained and continue to operate as designed and approved.

5. City's Corrective Action Authority. In the event the Owner fails to adequately maintain the Storm Water Facilities in good working condition acceptable to the City, after due notice of deficiencies as provided herein, the City may enter upon the Property and take whatever steps necessary to correct deficiencies and to charge the costs of such repairs to the Owner. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Storm Water Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. The actions described in this Section are in addition to and not in lieu of any and all legal remedies available to the City as provided by law for Owner's failure to remedy deficiencies or any other failure to perform under the terms and conditions of this Agreement.

6. Reimbursement of Costs. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Owner shall reimburse the City upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the City. After said thirty (30) days, such amount shall be deemed delinquent and shall be subject to interest at the rate of ten percent (10%) per annum. Owner shall also be liable for any collection costs, including attorneys' fees and court costs, incurred by the City in collection of delinquent payments.

7. Successor and Assigns. This Agreement shall be recorded in the Davis County Recorder's Office. The covenants and agreements contained herein shall run with the land, and whenever the Property shall be held, sold, conveyed, or otherwise transferred, it shall be subject to the covenants, stipulations, agreements, and provisions of this Agreement which shall apply to, bind and be obligatory upon the Owner hereto, its successors and assigns, and shall bind all present and subsequent owners of the Property or any portion thereof described herein.

10. Severability Clause. The provisions of this Agreement shall be severable and if any phrase, clause, sentence, or provision is declared unconstitutional, or the applicability thereof to the Owner, its successors and assigns, is held invalid, the remainder of this Agreement shall not be affected thereby.

11. Utah Law and Venue. This Agreement shall be interpreted under the laws of the State of Utah. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in Davis County, Utah.

12. Indemnification. This Agreement imposes no liability of any kind whatsoever on the City, and the Owner agrees to hold the City harmless from any liability in the event the Storm Water Facilities fail to operate properly. The Owner shall indemnify and hold the City harmless for any and all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against the City from the construction, presence, existence, or maintenance of the Storm Water Facilities.

13. Amendments. This Agreement shall not be modified except by written instrument executed by the City and the Owner of the Property at the time of modification, and no modification shall be effective until recorded in the Davis County Recorder's Office.

14. The Long-Term Storm Water Management Plan. The Long-Term Storm Water Management Plan must adapt to change in good judgement when site conditions and operations change and when existing programs are ineffective. Revision requests must be filed with the City. Any approved revisions to said plan must be filed with the City and amended into said plan.

15. Acceptance of Storm Water. Due to conflicts with existing facilities in the public right-of-way, Owner has requested and may be approved to eliminate a catch basin on 400 West that was shown in the original plans and engineering drawings for the project so long as Owner agrees to accept and receive the additional City storm and surface water runoff from 400 West. Owner hereby agrees to accept additional City storm and surface water from 400 West along the Property's frontage and further agrees to accept, treat, and maintain such additional storm and surface water into Owner's private Storm Water Facilities. Owner shall be responsible and liable for any all damages or issues regarding the acceptance of such additional storm and surface water. In the event Owner does not want to accept, receive, and manage the additional City storm and surface water, Owner may petition the City for approval to install the required catch basin along 400 West or other acceptable storm water facility deemed necessary by the City to address the additional City storm and surface water. Any such changes to the Storm Water Facilities or to City storm water system shall require City approval and amended construction and engineering drawings in accordance with then current City standards and specifications.

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

Centerville City:

By: _____

Its: _____

Owner: CW The Hive, LLC

By: _____

Print Name: _____

Title: _____

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20 _____, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in his/her capacity as land use authority on behalf of the City for approval of Storm Water Facilities Maintenance Agreements.

Notary Public

My Commission Expires:

Residing at:

OWNER ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On the _____ day of _____, 20 _____, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of CW The Hive, LLC and that he/she has executed this Agreement with full authority to do so.

Notary Public

My Commission Expires:

Residing at:

Exhibit "A"

Parcel # 02-024-0027

Legal Description:

Beginning at a point on the Westerly right of way of 400 West Street; said point being the Southeast corner of APPLEWOOD ESTATES PLAT I, recorded as Entry No. 491633; said point also being South 1810.21 feet and West 3560.01 feet from the Northeast corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South along said Westerly right of way line of 400 West Street 254.30 feet to a point on the Northerly boundary line of Centerville Corporate Park, Entry No. 1595245; thence South 89°46'44" West along the Northerly boundary line of Centerville Corporate Park, recorded as Entry No. 1595245 and the Northerly boundary line of Centerville Corporate Park Amended, recorded as Entry No. 2724921 1048.47 feet to a point on the Easterly right of way line of a Frontage Road; thence along said Easterly right of way line the following two (2) courses: North 32°39'47" West 289.95 feet to a point on a 778.51 foot radius curve to the right; thence 16.41 feet along said curve through a central angle of 01°12'28" (chord bears North 32°03'33" West 16.41 feet) to a point on the Southerly boundary line of said Applewood Estates Plat I; thence North 89°59'01" East along said Southerly boundary line 1213.65 feet to the point of beginning. Basis of bearing is South 89°53'02" West between the Northeast corner of Section 7 and the witness corner to the Northwest corner of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian (NAD83 rotation bearing is North 89°46'59" West)

EXHIBIT B

Long-Term Stormwater Management Plan for:

The HIVE
555 North 400 West
Centerville, UT 84014

CW THE HIVE, LLC
1222 W Legacy Crossing Blvd, Suite 6
Centerville, UT 84014

Dane Smith
(801) 633 - 0272
dane@cw.land

PURPOSE AND RESPONSIBILITY

As required by the Clean Water Act and resultant local regulations, including Riverton Municipal Separate Storm Sewer Systems (MS4) Permit, those who develop land are required to build and maintain systems to minimize litter and contaminants in stormwater runoff that pollute waters of the State.

This Long-Term Stormwater Management Plan (LTSWMP) describes the systems, operations, and the minimum standard operating procedures (SOPs) necessary to manage pollutants originating from or generated on this property. Any activities or site operations at this property that contaminate water entering the City's stormwater system, groundwater and generate loose litter must be prohibited.

The Jordan River is impaired but does not have a TMDL. The LTSWMP is also aimed at addressing the Jordan River impairments in addition to all other pollutants responsible by property owners.

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SECTION 1: SITE DESCRIPTION, USE, AND IMPACT

The site infrastructure is limited at controlling and containing pollutants. If our property and operations are managed improperly we will contaminate our water resources. This LTSWMP includes standard operations procedures (SOP)s intended to compensate for the limitations of our site infrastructure. The property manager must use good judgment and conduct operations appropriately, doing as much as possible indoors and responsibly managing operations that must be performed outdoors.

Impervious Infrastructure; Including Parking, Sidewalk, and Flatwork

Any sediment, leaves, debris, spilled fluids, or other waste that collects on our parking lots and sidewalks will be cleaned up and thrown away as often as possible. Any remaining sediment will be carried by runoff to our storm drain inlets. This waste material will settle in our storm drain system and sumps in the inlet boxes.

Maintenance involves regular sweeping, but it can also involve pavement washing to remove stains, slick spots, and improve appearance when necessary. The Pavement Maintenance and the Pavement Washing SOPs are used to manage the pollutants associated with our pavements.

Landscaping

Our landscape operations will be very minimal. However, it may include some mowing and lawn-care techniques that can result in grass clippings, dirt, mulch, fertilizers, pesticides, and other pollutants, to fall or be left on our paved areas. The primary pollutant impairing the above-ground detention basin and then into Centerville City's storm drain and outlet system will be an organic material, so the paved areas with direct connection to the City's storm drain system must remain clean of landscaping debris. The Landscape maintenance SOP is written to manage and control this potential pollution source affecting Centerville City's storm drain system.

Flood and Water Quality Control System

The storm-drain inlets and connecting underground pipes capture and direct all runoff to a series of above-ground infiltration basins. Each basin will help capture and filter suspended solids and other pollutants. Stormwater discharge is controlled using an orifice before finally passing through an oil/water separator that further treats for sediments and oils before entering the city's storm drain system.

Waste Management

Each housing unit in the development will be given a large garbage bin and schedule for weekly pick up. The office space will also have a large dumpster that will be emptied as regularly scheduled with the office. To help aid in trash collection and waste management, three (3) trash receptacles will be placed around the lounge area and pickleball courts. As well, there will be another receptacle for pet waste near the pickleball courts. These areas will be managed by the HOA of the housing development

and will be emptied often to prevent receptacle overflow. SOPs are attached to help prevent the pollution of stormwater in the development.

Utility System

All utilities, including culinary water, irrigation water, sewer, electricity, gas, and communications, have been undergrounded for this project. Proper maintenance of a/c units on the outside of the building by the homeowners and office building management will make sure that there is a small chance that there will be oils and other contaminants that make it into the storm drain system.

Snow and Ice Removal Management

Salt is a necessary pollutant and is vital to ensuring a safe parking and pedestrian path system. However, the snow removal operations improperly managed will increase our salt impact on local water resources and our vegetation. Snow removal and salt must be used only as needed.

Equipment / Outside Storage

There will not be any equipment stored outside on this site that could impact any water quality.

SECTION 2: TRAINING

Ensure that all employees and maintenance contractors know and understand the SOPs specifically written to manage and maintain the property. Maintenance contractors must use the stronger of their Company and the LTSWMP SOPs. File all training records in Appendix C.

SECTION 3: RECORDKEEPING

Maintain records of operation and maintenance activities per SOPs.
Mail a copy of the record to Centerville City Stormwater Division annually.

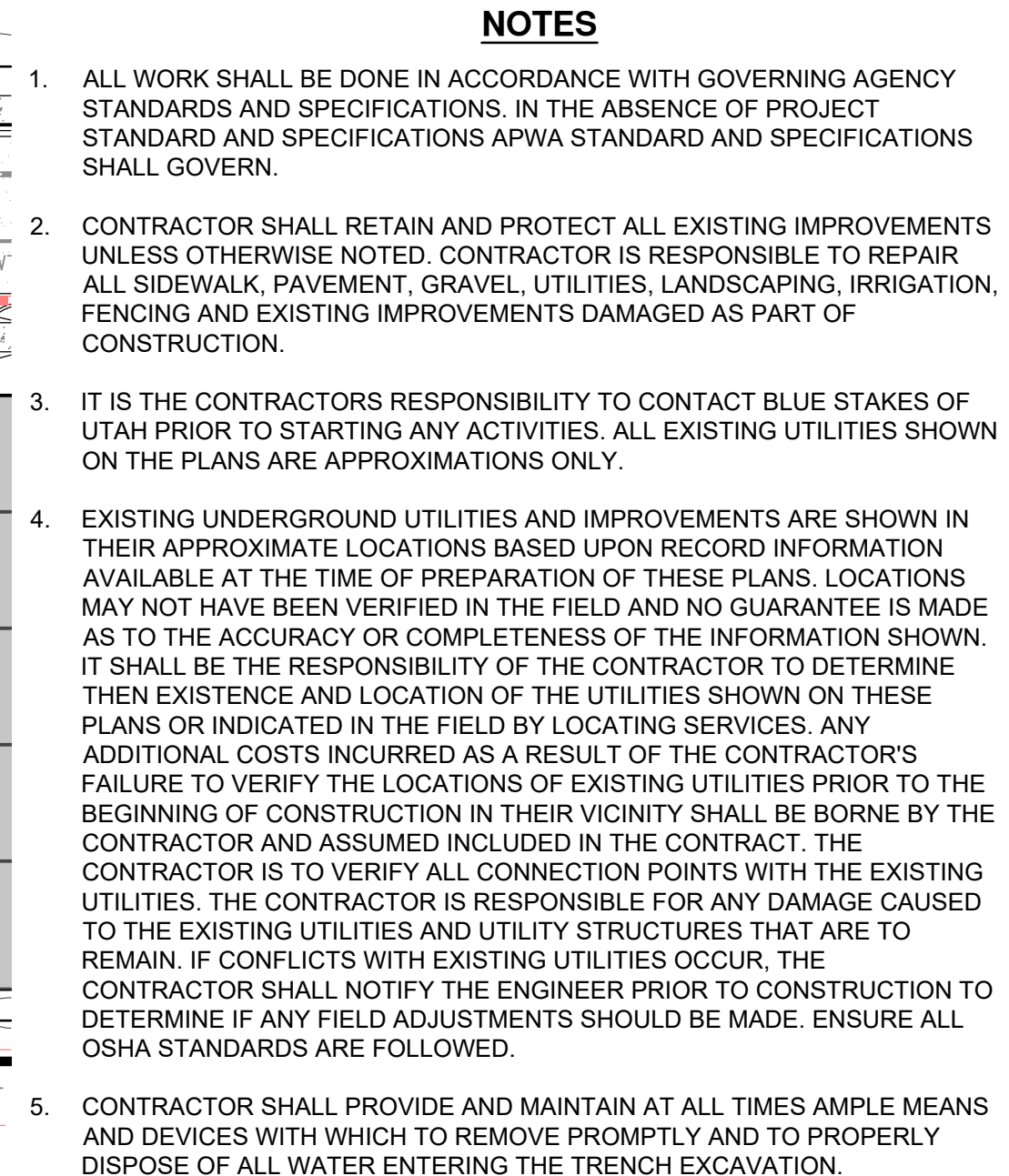
SECTION 4: APPENDICES

Appendix A- Site Drawings

Appendix B- SOPs

Appendix C- Recordkeeping Documents

APPENDIX A – SITE DRAWINGS



SHEET NO. **C4.0**





NOTE:



SCALE IN FEET

- ## LEGEND

- ## NOTES

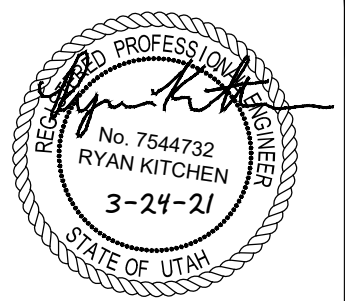
PEPC CONSULTING LLC
02070 HILLS 003 WEST • SANDY HT 84070

CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT
GEOTECHNICAL • MATERIALS TESTING • INSPECTIONS

THE HIVE
555 NORTH 400 WEST

MARCH 24, 2021	1257.2011
LAST REVISED	PROJECT NUMBER

CENTERVILLE
CITY



SHEET NO. **C4.1**



APPENDIX B – SOPs

Pavement Maintenance Operations

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes in routine operations must be amended in these SOPs.

1. Purpose and Selection:

- a) Reduce stormwater pollution by sweeping and removing pollutants that will be carried into Centerville City's stormwater system during stormwater runoff or by non-stormwater runoff.
- b) The sweeper is intended for removing materials that collect on pavements by use and the natural degradation of pavements, i.e., materials that collect, drop from vehicles, and the natural erosion and breaking up of pavements.

2. Regular Procedure:

- a) Remain aware of debris and sweep minor debris if needed by hand.
- b) Generally, sweeping should occur during autumn when leaf fall is heavy and again in early spring after the winter thaw. Sometimes sweeping machinery will be necessary with accumulations are spread over pavements.
- c) Manage outside activities that leave waste or drain pollutants to our pavements. This involves outside functions including but not limited to yard sales, yard storage, fundraisers like car washes, etc.

4. Disposal Procedure:

- a) The service contractor will dispose at licensed facilities.
- b) Dispose of hand-collected material in the dumpster.

5. Training:

- a) Annually and at hire.

Landscape Maintenance

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes in routine operations must be amended in this SOP.

1. Purpose:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., fertilizer and pesticide applications, mowing, weeding, tree trimming, digging, sprinkler repairs, mulch management, etc.

2. Maintenance Procedure:

- a) Grooming
 - Lawn Mowing – Immediately following operation sweep or blow clippings onto the vegetated ground.
 - Fertilizer Operation – Prevent overspray. Sweep or blow granular fertilizer onto the vegetated ground immediately following the operation.
 - Herbicide / Pesticide Operation – Prevent overspray. Use spot treatment immediately following operation sweep or blow-dry pesticide/herbicide onto the vegetated ground.
- b) Remove or contain all erodible or loose material prior forecast wind and precipitation events before any non-stormwater will pass through the project site. For lightweight debris and landscape materials, maintenance can require immediate attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- c) Landscape project materials and waste can usually be contained or controlled by operational best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple-day staging of landscaping backfill and spoil on pavements
 - Haul off spoil as generated and daily
 - Scheduling work when weather forecasts are clear.
- d) Cleanup:

- Use dry cleanup methods, e.g. square nose shovel and broom. Conditions are usually sufficient when no more material can be swept onto the square-nosed shovel.
- Power blowing tools

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and removal.
- b) Push broom, and/or blower, and square blade shovel should be a minimum.

5. Training:

- a) Annually and at hire
- b) Landscape Service Contractors must use equal or better SOPs.

Waste Management

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes in routine operations must be amended in this SOP.

1. Purpose:

- a) This SOP is intended for all Staff, for the proper disposal of common, everyday waste.

2. Procedure:

- a) Remain aware of the lids and keep them closed.
- b) Repositioning tipped receptacles upright.
- c) Remain aware of leaking and fix. Minimize allowing the disposal of liquids in our receptacles and dumpster. Also, liquids can leak from the waste haul trucks.
- d) Beware of dumpster capacity. Solve capacity issues. Leaving bags outside of the dumpster is not acceptable.

3. Waste Disposal Restrictions for all waste Scheduled for the Trans-Jordan Landfill:

- a) Generally, most waste generated at this property, and waste from spill and cleanup operations, can be disposed of in our dumpsters under the conditions listed in this SOP. Unless specific disposal requirements are identified by the product SDS or otherwise specified in other SOPs.
- b) Know the facility disposal requirements and restrictions. It should not be assumed that all waste disposed of in collection devices will be disposed of at the Davis County Landfill.
- c) Review the Davis County landfill regulations for additional restrictions and understand what waste is prohibited in the Davis County Landfill. Ensure the SDS and Trans-Jordan Landfill regulations are not contradictory.

Generally, the waste prohibited by the Davis County Landfill is:

➤ Liquid:

- paint
- pesticides/fertilizers
- oil (all types)
- antifreeze
- batteries
- liquid chemicals

- etc.

4. Waste Collection Devices

- a) The site contains 4 types of waste management containers:
 - Outside receptacles.
 - Pet waste receptacles.
 - Home and townhome trash receptacles with lids.
 - Office dumpster.

5. Training:

- a) Annually and at hire

Flood and Water Quality System

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes in routine operations must be amended in these SOPs.

1. Purpose:

- a) Our storm drain system will collect anything we leave in the way of runoff which will fill our oil/sediment/trash traps and underground infiltration system increasing maintenance costs.
- b) Any liquids or dissolved pollutants can increase the risk of contaminating groundwater for which we are responsible.
- c) During very intense storm events pollutants in excess runoff can bypass our system increasing the risk of contaminating groundwater and the Jordan River.

2. Disposal Procedure:

- a) Inspect for need:
 - 1. Schedule cleaning for boxes and pipes that contain 2" or more of sediment and debris.
 - 2. Remove debris by vacuum-operated machinery.
 - 3. When accumulations are mostly floating debris, this material can be removed with a net.
 - 4. Inspect standing water for mosquito larvae and contact the Davis County Mosquito Abatement District when necessary.
 - 5. Inspect the above-ground detention basin system monthly or at the end of each major storm event.

2. Disposal Procedure:

- a) Dispose of waste at regulated facilities.
- b) Floating materials and floating absorbent materials may be disposed of in the dumpster when dried out. Dry dirt and slurry may also be disposed of in the dumpster when dried out. Dry dirt and slurry may also be disposed of in the dumpster.
- c) Disposal of hazardous waste:
 - 1. Dispose of hazardous waste at regulated disposal facilities, see Waste Management and Spill Control SOP
- d) Disposal of waste collection from sanitary sewer devices at regulated facilities.

3. Training:

- a) Annually and at hire

Pavement Washing

General:

These SOPs are not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes in routine operations must be amended in these SOPs.

1. Purpose:

- a) Pavement washing involving detergents can potentially contaminate groundwater with phosphates and with whatever we are washing.
- b) Pavement washing can fill our low-impact flood control swale and landscape area, oil/sediment/trash traps, and infiltration system with detergents, including sediment and debris, increasing our maintenance cost.

2. Procedure:

- a) Prevent waste fluids and any detergents if used from entering the storm drain system. The following methods are acceptable for this operation:
 - 1. Dam the inlet using a booming material that seals itself to the pavement, and then pick up the wastewater with shop-vacuum or absorbent materials.
 - 2. Collect wastewater with shop-vacuum simultaneous with the washing operation.
 - 3. Collect wastewater with a vacuum truck or trailer simultaneous with the washing operation.
- b) This procedure must not be used to clean the initial spills. First, apply the Spill Containment and cleanup SOP following by pavement washing when desired or necessary.

3. Disposal Procedure:

- a) Small volumes of diluted washing waste can usually be drained to the local sanitary sewer. Contact the South Valley Sewer District.
- b) Large volumes must be disposed of at regulated facilities.

4. Pavement Cleaning Frequency:

- a) There is no regular pavement washing regimen. Pavement washing is determined by conditions that warrant it, including, but not limited to prevention of slick or other hazardous conditions or restore the acceptable appearance of pavements.

5. Training:

- a) Annually and at hire

Snow and Ice Removal Management

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes in routine operations must be amended in this SOP.

1. Purpose:

- a) Salt and other ice management chemicals if improperly managed will unnecessarily increase our salt impact on our vegetation and local water resources.
- b) We need to maintain healthy root systems to help maintain optimum infiltration rates.

2. De-Icing Procedure:

- a) Do not store or allow salt or equivalent to be stored on outside paved surfaces.
- b) Minimize salt use by varying amounts relative to hazard potential.
- c) Sweep excessive piles left by the spreader.
- d) Watch the forecast and adjust amounts when warm-ups are expected on the same day.

3. Training:

- a) Annually and at hire.
- b) Require snow and ice service contractors to follow the stronger this SOP and their company SOPs.

General Construction Maintenance

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes in routine operations must be amended in this SOP.

1. Purpose:

- a) This SOP should provide sufficient direction for many of the general operations, e.g., building maintenance, curb/sidewalk/flatwork, overlay/patching, landscape renovations, miscellaneous maintenance/repairs, etc.

2. Construction Procedure:

- a) Remove or contain all erodible or loose material before forecast wind and precipitation events or before non-stormwater will pass through the project site. For light-weight debris, maintenance can require immediate attention for wind events and many times daily maintenance or as needed for precipitation or non-stormwater events.
- b) Project materials and waste can be contained or controlled by operational or structural best management practices.
 - Operational; including but not limited to:
 - Strategic staging of materials eliminating exposure, such as not staging on pavement
 - Avoiding multiple-day staging of backfill and spoil
 - Haul off spoil as generated or daily
 - Structural; including but not limited to:
 - Inlet protection, e.g. wattles, filter fabric, drop inlet bags, boards, planks
 - Gutter dams, e.g. wattles, sandbags, dirt dams
 - Boundary containment, e.g. wattles, silt fence
 - Dust control, e.g. water hose,
 - Waste control, e.g. construction solid or liquid waste containment, dumpster, receptacles
- c) Inspect often to insure the structural best management practices are in good operating condition and at least before the workday ends. Promptly repair damaged best management practices achieving effective containment.
- d) Cleanup:
 - Use dry cleanup methods, e.g. square nose shovel and broom.
 - Wet methods are allowed if wastewater is prevented from entering the stormwater system, e.g. wet/dry vacuum, disposal to our landscaped areas.

e) Cleanup Standard:

- When a broom and a square-nosed shovel cannot pick any appreciable amount of material.

3. Waste Disposal:

- a) Dispose of waste according to General Waste Management SOP, unless superseded by specific SOPs for the operation.
- b) Never discharge waste material to storm drains

4. Equipment:

- a) Tools sufficient for proper containment of pollutants and cleanup.
- b) The push broom and square blade shovel should be a minimum.

5. Training:

- a) Annually and at hire.

Spill Control

General:

This SOP is not expected to cover all necessary procedure actions. Operators are allowed to adapt SOPs to unique site conditions in good judgment when it is necessary for safety, and the proper, and effective containment of pollutants. However, any changes in routine operations must be amended in this SOP.

1. Purpose:

- a) All properties are susceptible to spills whether it is a result of operations or by customers. Insufficient response, inadequate containment materials, and improper spill cleanup methods will result in pollutants in our waterways. Once the pollutants reach our storm drain system or even the detention pond, they are difficult and expensive to remove.

2. Containment Procedure:

- a) Priority is to dam and contain flowing spills.
- b) Use spill kits booms if available or any material available to stop flowing liquids; including but not limited to, nearby sand, dirt, landscaping materials, etc.
- c) Hazardous or unknown waste material spills:
 - 1. Critical Emergency constitutes large quantities of flowing uncontained liquid that people at risk of reach storm drain systems. Generally, burst or tipped tanks and containment are still critical. Call HAZMAT, DWQ, DCHD, Centerville City.
Also, report spills to DWQ of quantities of 25 gallons and more and when the spill of lesser quantity causes a sheen on downstream water bodies
 - 2. Minor Emergency constitutes a spill that is no longer flowing but has reached a storm drain and adequate cleanup is still critical. Call Davis County Health District and Centerville City
 - 3. Spills that are contained on the surface, typically do not meet the criteria for Critical and Minor Emergencies and may be managed by the responsible implementation of this SOP.
 - 4. Contact Numbers:
HAZMAT - 911
DWQ – (801)231-1769, (801)536-4123, (801)536-4300
Davis County Health District – (801)525-5000
Centerville City – (801)295-3477

3. Cleanup Procedure:

- a) NEVER WASH SPILLS TO THE STORM DRAIN SYSTEMS.

- b) Clean per SDS requirements but generally, most spills can be cleaned up according to the following:
 - Absorb liquid spills with spill kit absorbent material, sand, or dirt until liquid is sufficiently converted to solid material.
 - Remove immediately using dry cleanup methods, e.g. broom and shovel, or vacuum operations.
 - Clean up with water and detergents may also be necessary depending on the spilled material. However, the waste from this operation must be vacuumed or effectively picked up by dry methods or vacuum machinery. See Pavement Washing SOP.
 - Repeat process when residue material remains.

4. DISPOSAL:

- a) Follow SDS requirements but usually, most spills can be disposed of per the following b. & c.
- b) Generally, most spills absorbed into solid forms can be disposed to the dumpster and receptacles. Follow Waste Management SOP.
- c) Generally, liquid waste from surface cleansing processes may be disposed to the sanitary sewer system after the following conditions have been met:
 - Dry cleanup methods have been used to remove the bulk of the spill and disposed of per the Waste Management SOP.
 - The liquid waste amounts are small and diluted with water. This is intended for spill cleanup waste only and never for the disposal of unused or spent liquids.

5. Documentation:

- a) Document all spills in Appendix C.

6. SDS sheets:

- a) SDS Manual is filed in the break room.

7. Materials:

- a) Generally, sand or dirt will work for most cleanup operations. However, it is the responsibility of the owner to select the absorbent materials and cleanup methods required by the SDS Manuals for chemicals used by the company.

8. Training:

- a) Annually and at hire.

APPENDIX C – PLAN RECORDKEEPING DOCUMENTS

MAINTENANCE/INSPECTION SCHEDULE

Frequency	Site Infrastructure.
	Replace text with the infrastructure/system that must be maintained; repeat

Inspection Frequency Key: A=annual, Q=Quarterly, M=monthly, W=weekly,
S=following appreciable storm event, U=Unique infrastructure specific (specify)

RECORD INSPECTIONS IN THE MAINTENANCE LOG

Inspection Means: Either; Traditional walk-through, Awareness/Observation, and during regular maintenance operations while noting efficiencies/inefficiencies/concerns found, etc.

*XY: $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$ (1 out of 4 possible combinations is female)

Annual SOP Training Log per Section 2

SOP	Trainer	Employee Name / Maintenance Contractor Co	Date

*You may create your form that provides this same information or request a word copy of this document.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
9/7/2021**

Item No. 6.

Short Title: CDBG Subrecipient Agreement with Davis County for ADA Pedestrian Ramps

Initiated By: Marc Marchant, Streets Supervisor

Staff Representative: Lisa Romney, City Attorney

SUBJECT

Consider Resolution No. 2021-36 approving the Subrecipient Agreement with Davis County for CDBG Program funds for ADA pedestrian ramps

RECOMMENDATION

Approve Resolution No. 2021-36 approving the Subrecipient Agreement with Davis County for CDBG Program funds for ADA pedestrian ramps.

BACKGROUND

The City has applied to Davis County for the 2021 CDBG Program to receive fund for improvements to ADA pedestrian ramps within the City. As part of the application process, the City is required to approve and enter into the attached Subrecipient Agreement with Davis County for CDBG Program funds. The proposed project consists of the installation of approximately 18 ADA pedestrian ramps on 400 East from Parrish to Chase Lane and from Porter Lane to Tobe Drive.

ATTACHMENTS:

Description

- Resolution No. 2021-36 - CDBG Program - ADA Ramps - Subrecipient Agreement
- CDBG Subrecipient Agreement - ADA Ramp
- Gantt Chart Template FY21-22

RESOLUTION NO. 2021-36

**A RESOLUTION OF THE CITY COUNCIL OF CENTERVILLE CITY
AUTHORIZING THE EXECUTION OF THE SUBRECIPIENT
AGREEMENT WITH DAVIS COUNTY FOR THE CONDUCT OF A
COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PROJECT**

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code Ann.* § 11-13-101, *et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects; and

WHEREAS, Centerville City and Davis County desire to enter into a cooperative agreement pursuant to the Utah Interlocal Cooperation Act, Title 1 of the Housing and Community Development Act of 1974, and the Community Development Block Grant (“CDBG”) Program for purposes of designating the City as a Subrecipient of CDBG program funds from Davis County under the County’s Urban-County CDBG Program.

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

Section 1. Agreement Approved. The Centerville City Council hereby accepts and approves the Subrecipient Agreement with Davis County for the Conduct of a Community Development Project as attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Mayor Authorized to Execute. The Centerville City Council hereby authorizes the Mayor of Centerville City to sign and execute the attached Subrecipient Agreement for and in behalf of Centerville City.

Section 3. Severability Clause. 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. Effective Date. This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, ON THIS 7th DAY OF SEPTEMBER, 2021.**

ATTEST:

CENTERVILLE CITY

Jennifer Hansen, City Recorder

By: _____
Mayor Clark A. Wilkinson

CERTIFICATE OF PASSAGE AND EFFECTIVE DATE

According to the provisions of the U.C.A. § 10-3-719, as amended, resolutions may become effective without publication or posting and may take effect on passage or at a later date as the governing body may determine; provided, resolutions may not become effective more than three months from the date of passage. I, the municipal recorder of Centerville City, hereby certify that foregoing resolution was duly passed by the City Council and became effective upon passage or a later date as the governing body directed as more particularly set forth below.

JENNIFER HANSEN, City Recorder

DATE: _____

EFFECTIVE DATE: ____ day of _____, 2021.

EXHIBIT A

**SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY
DEVELOPMENT PROJECT**

SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF A COMMUNITY DEVELOPMENT PROJECT

This subrecipient agreement for the conduct of a community development project is between Davis County, a body corporate and politic of the state of Utah, ("County"), and Centerville City, a municipal corporation and politic of the State of Utah, (address) 250 North Main Street Centerville, UT 84014-1820, ("Subrecipient"), DUNS Number 13-890-9950.

RECITALS

A. County has entered into a grant agreement ("Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act"), as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grant ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations") and the applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Super Circular"); and

B. As provided in the Rules and Regulations regulating CDBG program funds, County is authorized to contract by subgrant agreement with public entities or private non-profit entities for qualified activities and projects; and

C. Under this Agreement the Subrecipient will be a subrecipient of CDBG program funds from County under County's Urban-County CDBG Program.

THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the County and the Subrecipient agree as follows:

GENERAL PROVISIONS

1. Content of this Agreement. This Agreement consists of this part "General Provisions," and the following listed attachments that are appended hereto and incorporated herein:

Attachment I - Statement of Work

Attachment II – Budget

Attachment III – Statistical Report and Gantt Chart

Attachment IV – Subrecipient Score Card

2. Project Responsibility. County, through its Community & Economic Development Office, is hereby designated as the representative of County regarding all CDBG Program matters. County is responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted. County will monitor the performance of Subrecipient against goals and performance standards required in Attachment I - Statement of Work. Substandard performance, as determined by County, will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by Subrecipient within a reasonable period of time after being notified by County, suspension or termination procedures will be initiated which may result in withdrawal or termination of funding.

- 3. Project(s) or Activities.** The project(s) or activities to be conducted hereunder are listed in County's "Consolidated Plan" as submitted to HUD for CDBG Program Year 2021, and are generally described as follows and referred to hereinafter as the "Project":

PROJECT NUMBER	PROJECT TITLE	PROJECT TOTAL COSTS (\$)
210	ADA Pedestrian Ramps	\$200,000

- 4. Statement of Work/Scope of Service.** Subrecipient shall perform or cause to be performed all work required for the Project(s) described generally in paragraph 3 and, in that performance, Subrecipient shall provide all personnel staffing and contracting, and provide all services and furnish all related real and personal property required. The Project(s) shall be performed in a manner satisfactory to County and in accordance with the provisions of this paragraph and with Attachment I appended to this Agreement. Attachment I contains a more detailed statement of the work that is to be done on the Project(s) but it is not intended to strictly limit the scope of that work (see Attachment I and any Sub-attachments thereto). Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet one of the CDBG program's National Objectives: (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency — as defined in 24 CFR § 570.208.

5. Period of Performance.

- A.** The period of performance of this Agreement shall be 12 months which period shall begin on July 1, 2020, and end on June 30, 2021. The Agreement expiration date will be 60 days after the period of performance. In the event the date on which this Agreement is fully signed is more recent than the above beginning date, then this Agreement shall be considered to be retroactive and to have taken effect on the above beginning date. However, in no event shall this Agreement be considered valid or binding if not signed prior to the termination date set forth above. All costs which are incurred on any of the Project(s) by Subrecipient after the effective date of this Agreement and which have been determined by County to be appropriate and allowable costs of the Project(s) shall be eligible for reimbursement and payment hereunder.
- B.** This Agreement may be extended at County's sole option for two additional 12 month periods on the same terms and conditions and in such amount and budget as shall be attached to said written notice from County to Subrecipient; however, such extension does not permit Subrecipient to carry over funds from the budget attached hereto into such extension period. No extensions will be granted after expiration or termination of this Agreement.
- C.** All performance of this Agreement shall be undertaken and completed by Subrecipient in an expeditious manner and shall not extend beyond the end of the contract expiration date specified in paragraph 5.A, unless the Parties elect to extend this Agreement as provided in paragraph 5.B. All amendments of this Agreement, including extensions of time and termination, shall be accomplished in writing and in accordance with all requirements of subparagraph 10.G.

6. Budget.

- A.** A budget ("Budget(s)") must be prepared for each of the Projects listed in paragraph 3 and submitted to County for review prior to the start of each of the Project(s). These Budgets

must be approved by County and be attached to this Agreement when executed. The Project(s) shall be identified as Attachment II, with a sub-attachment number, if appropriate, for each Project. Each of the Budget(s) shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total project cost to be paid or reimbursed to Subrecipient for that Project, as provided in paragraph 3.

- B.** Subrecipient shall adhere to the requirements of the Budget(s) as approved by County but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget(s) or between Project Budgets as such changes become necessary. All changes within the Budget(s), however, shall be reported to County in a timely manner for acceptance and approval. All proposed changes in the total amount of any of the Budget(s) under this Agreement that would increase or decrease the total amount of funding specified in paragraph 7.A., or result in a change in the scope, location or beneficiaries of the Project, shall be submitted to County for prior approval and must be formally authorized by a written amendment to this Agreement in accordance with the provisions of subparagraph 10.G.

7. Funding Amount/Payment.

- A.** Subject to the requirements of this Agreement, County will fund the Subrecipient for the full performance of this Agreement and the actual conduct of the Project(s) specified herein a total sub-grant amount of \$75,000, for all Projects undertaken by Subrecipient. This is a fixed ceiling amount and shall not be considered as an “estimate-of-cost,” “percentage-of-cost” or any kind of “cost-plus” sum, price, or amount. In addition, as used in this Agreement, unless the context indicates otherwise, the words “expend,” “expended” and “expenditure” shall include all amounts obligated or committed by Subrecipient by written agreement (including unilateral purchase orders) for expenditure on the Project(s).
- B.** Subrecipient must make a concerted, good-faith effort to expend the total subgrant amount specified in paragraph 7.A. within the period of performance stated in paragraph 5. Subrecipient costs and expenditures, however, shall not exceed the total funding amount. County shall not be liable for or reimburse Subrecipient for any extra costs or overruns on the Project(s) or any additional funding in excess of the total amount stated above without prior written amendment of the agreement in accordance with subparagraph 10.G.
- C.** In the event the full funding amount to be paid or reimbursed hereunder by County is not expended by Subrecipient for project costs as specified in Attachment II by the end of the contract expiration date, as that period may have been extended or otherwise changed, Subrecipient shall refund, release, or transfer any unexpended amount back to County within 30 days. Any project funds held by County at the end of the period of performance or refunded, released, or transferred to County shall be reallocated by County. Subrecipient shall be eligible to apply for these funds but shall have no greater priority than any other applicant.
- D.** In the event that congressional action, HUD rules and regulations, or other lawful directive modifies or reduces the funds and/or services obligated under this Agreement, Subrecipient shall, upon notice from County, immediately modify or reduce the scope of work or cease expenditures hereunder as directed by Congress, HUD, County or other lawful directive.
- E.** Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

- 8. Notices.** Notices required by this Agreement or other written communications between the parties must be in writing and delivered either personally or by United States mail. Notices delivered personally shall be effective upon delivery and notices sent by United States mail will be effective three business days after deposit in the United States mail. All notices and other written communications under this Agreement must be addressed as set forth below, unless otherwise modified by subsequent written notice.

<u>County</u>	<u>Centerville City</u>
Davis County	Jacob Smith
Community & Economic Development	Assistant City Manager
Attn: Stephen Lyon, Grants Administrator	250 N Main St
61 South Main St, Suite 304	Centerville, Utah 84014
Farmington, UT 84025	(801) 295-3477

9. Special Conditions (Reserved).

10. General Conditions.

A. General Compliance.

- (1) Subrecipient agrees to comply with the requirements of the CDBG program regulations, found at 24 CFR Part 570, and all incorporated and related federal regulations, statutes, policies, and directives, as applicable. Subrecipient also agrees to comply with all other applicable federal, state, and local laws, regulations, policies, and Davis County program directives governing the funds and services provided under this Agreement, including, but not limited to, 2 CFR Part 200. The following information is provided pursuant to 2 CFR § 200.331(a)(1):
- (a) Subrecipient name: Centerville City;
 - (b) Subrecipient's unique entity identifier (EIN): 13-890-9950 ;
 - (c) Federal Award Identification No. (FAIN): B-21-UC-49-002;
 - (d) Federal award date: May 21, 2021 ;
 - (e) Subaward period of performance state and end date: July 1, 2021-June 30, 2022;
 - (f) Amount of federal funds obligation by this action: \$888,009;
 - (g) Total amount of federal funds obligation to Subrecipient by County: \$75,000;
 - (h) Total amount of federal award committed to Subrecipient by County: \$75,000;
 - (i) Federal award project description: Public facilities improvements to improvement ADA compliance;
 - (j) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity: U.S. Dept. of Housing and Urban Development; Davis County, Grants Administrator, 61 S. Main St. Ste. 304, Farmington, UT 84025;
 - (k) CFDA number and name; Dollar amount under federal award; and CFDA number at time of disbursement: 14.218, Community Development Block Grant (CDBG);
 - (l) Indirect cost rate for the Federal award: subrecipient shall refer to 2 CFR § 200.413.
- (2) Subrecipient Certifications. In accordance with the applicable statutes and the regulations governing the consolidated plan regulations and this Agreement, the Subrecipient will abide by the applicable certifications found at: <https://www.hudexchange.info/resource/2396/consolidated-plan-certifications-state-and-non-state/>.

- B. Independent Contractor.** The relationship of County and Subrecipient under this Agreement shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local law, including, but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship between County and Subrecipient of employer and employee, partners, or joint venturers. The parties agree that Subrecipient's obligations under this Agreement are solely to the County. This Agreement shall not confer any rights to third parties unless otherwise expressly provided for under this Agreement.
- C. Indemnification.** Both parties are governmental entities under the Governmental Immunity Act, §§ 63G-7-101 et seq., Utah Code Annotated. Therefore, consistent with the terms of the Act, the parties agree that each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses or limits of liability otherwise available under the Act and all other applicable law. Both parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
- D. Insurance for contracts over \$50,000 and all Facility Improvement Projects.** Subrecipient shall, at its sole cost and expense, secure and maintain during the term of this Agreement, including all renewal or additional terms, the following minimum insurance coverage:
- (1) General insurance requirements for all policies.
 - (a) Subrecipient shall furnish certificates of insurance, acceptable to County, verifying compliance with the insurance requirements herein prior to the execution of this Agreement. Subrecipient shall also provide updated certificates of insurance on or before the anniversary date of any of the evidenced policies throughout the life of this Agreement.
 - (b) In the event any work is subcontracted, Subrecipient shall require its subcontractor, at no cost to County, to secure and maintain all minimum insurance coverages required of Subrecipient hereunder.
 - (c) Subrecipient's insurance policies shall be primary and non-contributory to any other coverage available to County. The workers' compensation, general liability, and auto liability policies shall be endorsed with a waiver of subrogation in favor of County.
 - (d) In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, Subrecipient shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by County, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to County.
 - (e) In the event Subrecipient fails to maintain and keep in force any insurance policies as required herein, County shall have the right at its sole discretion to obtain such coverage and reduce payments to Subrecipient for the costs of said insurance.

(2) Required insurance policies. Subrecipient agrees to secure and maintain the following required policies of insurance in accordance with the general insurance requirements set forth in the preceding subparagraph:

- (a) Workers' compensation and employer's liability insurance sufficient to cover all of Subrecipient's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations, limited liability companies, joint ventures, and partnerships. In the event any work is subcontracted, Subrecipient shall require its subcontractor(s) similarly to provide workers' compensation and employer's liability insurance for all of their employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
- (b) Commercial general liability insurance, on an occurrence form, with the following minimum limits—\$1,000,000 per occurrence, \$10,000 medical expense (any one person), \$2,000,000 personal and advertising injury, \$2,000,000 general aggregate, and \$2,000,000 products completed operations policy aggregate. The policy shall protect Subrecipient and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Subrecipient's operations under this Agreement, whether performed by Subrecipient itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. Similar coverage through an indemnity pool or governmental trust may be accepted by County if presented by Subrecipient and approved by County.
- (c) If Subrecipient will be operating a vehicle in connection with any services rendered under this Agreement, regardless of the amount provided in the Agreement, commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 for combined single limit each occurrence.

E. Bond Requirements. If the Project(s) involves construction or rehabilitation costing \$25,000 or more, Subrecipient may require that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price, or such other assurances as approved in writing by County. If required, the bonds shall be issued by a qualified corporate surety licensed to transact business in Utah. If at any time during performance of the work, the surety on the bonds shall be disqualified from doing business in Utah, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to County and Subrecipient. The bonds shall remain in effect until completion of the Project(s) including completion of all warranty and guaranty work and shall be delivered to County prior to the commencement of any work. Subrecipient shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or amendment to this Agreement.

F. Grantor Recognition. Subrecipient shall insure recognition of the role of HUD in providing services through this Agreement. All activities, facilities, and items funded under this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments.

- (1) Either of the parties may request amendments to any of the provisions of this Agreement at any time during the period of performance but no amendment shall be made or performed until it has been mutually agreed to by the parties. All amendments shall be authorized by a duly executed modification of this Agreement prior to any work being done, except that, extensions of time amendments in the period of performance and contract expiration date may be authorized and given by County as provided below.
- (2) County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the purpose, the scope of services, the location, or beneficiaries of the Project(s) to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.
- (3) All adjustments or extensions of time proposed for the performance of this Agreement and extension of contract expiration date shall be requested in writing by Subrecipient and be submitted to County for processing. All such requests must be received prior to the termination date set forth in paragraph 5 or in any subsequent valid amendments or extensions to the agreement in force at the time of the request. Upon approval by County, the parties shall each sign a written amendment to this Agreement.

H. Suspension and Termination.

- (1) Remedies for noncompliance. County and Subrecipient acknowledge and agree that if Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or County may impose additional conditions, as described in 2 C.F.R. §200.207 Specific conditions. County and Subrecipient further acknowledge and agree that if HUD or County determines that noncompliance cannot be remedied by imposing such additional conditions, HUD or County may take one or more of the following actions, as appropriate in the circumstances:
 - (a) Temporarily withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by HUD or County.
 - (b) Deny both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance.
 - (c) Wholly or partly suspend or terminate the Federal award.
 - (d) For HUD, initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations; for County, recommend that HUD initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations.
 - (e) Withhold further Federal awards for the project or program.
 - (f) Take other remedies that may be legally available.
- (2) Termination.
 - (a) County and Subrecipient acknowledge and agree that the Federal award may be terminated in whole or in part as follows:
 - (i) By HUD or County, if Subrecipient fails to comply with the terms and conditions of a Federal award;
 - (ii) By HUD or County for cause;

- (iii) By HUD or County with the consent of Subrecipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
 - (iv) By Subrecipient upon sending to HUD or County written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or County determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, HUD or County may terminate the Federal award in its entirety.
- (b) County and Subrecipient acknowledge and agree that when a Federal award is terminated or partially terminated, both HUD or County and Subrecipient remain responsible for compliance with the requirements of 2 C.F.R. § 200.343 Closeout and 2 C.F.R. § 200.344 Post-closeout adjustments and continuing responsibilities.
- (3) Notification of termination requirement.
 - (a) County and Subrecipient acknowledge and agree that HUD or County must provide to Subrecipient a notice of termination.
 - (b) County and Subrecipient further acknowledge and agree that if the Federal award is terminated for Subrecipient's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that:
 - (1) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS);
 - (2) The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;
 - (3) Federal awarding agencies that consider making a Federal award to the non-Federal entity during that five year period must consider that information in judging whether Subrecipient is qualified to receive the Federal award, when the Federal share of the Federal award is expected to exceed the simplified acquisition threshold over the period of performance;
 - (4) The non-Federal entity may comment on any information the OMB-designated integrity and performance system contains about the non-Federal entity for future consideration by Federal awarding agencies. The non-Federal entity may submit comments to the awardee integrity and performance portal accessible through SAM (currently CPARS).
 - (5) Federal awarding agencies will consider non-Federal entity comments when determining whether the non-Federal entity is qualified for a future Federal award.
 - (c) County and Subrecipient also acknowledge that upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant governmentwide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.

- (4) Opportunities to object, hearings and appeals. County and Subrecipient acknowledge that upon taking any remedy for noncompliance, the Federal awarding agency must provide Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action, in accordance with written processes and procedures published by the Federal awarding agency. The Federal awarding agency or County must comply with any requirements for hearings, appeals or other administrative proceedings to which Subrecipient is entitled under any statute or regulation applicable to the action involved.
- (5) Effects of suspension and termination. Costs to Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of a Federal award or subaward are not allowable unless the Federal awarding agency or County expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:
 - (a) The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it; and
 - (b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.
- I. Licensing.** Subrecipient will obtain all licenses, permits, and/or certificates required by federal, state, and local government statutes, laws, ordinances, and/or regulations required by every governmental jurisdiction in which the Program is provided for the duration of this Agreement. Subrecipient shall have said licenses, permits, and certificates available during normal business hours for inspection by County.

11. Administrative Requirements.

- A. Uniform Requirements.** Subrecipient shall comply with 2 CFR part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements" as modified by 24 CFR § 570.502. The Super Circular supersedes and consolidates the requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133.
- B. Other Program Requirements.** Subrecipient shall comply with the program requirements set forth at 24 CFR part 570, subpart K, except that Subrecipient does not assume County's environmental responsibilities described at 24 CFR § 570.604, and Subrecipient does not assume County's responsibility for initiating the review process under 24 CFR part 52.
- C. Financial Management.** Subrecipient agrees to comply with the standards for financial and program management in accordance with 2 CFR Part 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- D. Cost Principles.** Subrecipient, as specified in 24 CFR § 570.502(a), shall administer its program in conformance with 2 CFR Part 200, Subpart E, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- E. Allowable Costs.** Federal awards will meet the following general criteria in order to be allowable except where otherwise authorized by statute;
Be necessary and reasonable for proper and efficient performance and administration of Federal awards. Be allocable to Federal awards under the provisions of the Uniform Guidance.

Be authorized or not prohibited under State or local laws or regulations. Conform to any limitations or exclusions set forth in this policy, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.

Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the County or subrecipient.

Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

Except as otherwise provided for in the Uniform Guidance, be determined in accordance with generally accepted accounting principles. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation. Be the net of all applicable credits (ex. Program Income).

Be adequately documented.

F. Reasonable Costs

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominately federally funded. In determining reasonableness of a given cost, consideration shall be given to:

Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the County or the subrecipient of the County for the performance of the Federal award.

The restraints or requirements imposed by such factors as: sound business practices; arms-length bargaining; Federal, State and other laws and regulations; and, terms and conditions of the Federal award.

Market prices for comparable goods or services.

Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the County or subrecipient of the County, its employees, the public at large, and the Federal Government.

Significant deviations from the established practices of the County which may unjustifiably increase the Federal award's cost.

G. Allocable Costs

A cost is allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received. All activities which benefit from the County's indirect cost, including unallowable activities and services donated to the County by third parties, will receive an appropriate allocation of indirect costs.

Any cost allocable to a particular Federal award or cost objective under the principles provided for in the Uniform Guidance may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by law or terms of the Federal awards, or for other reasons.

Where an accumulation of indirect costs will ultimately result in charges to a Federal award, a cost allocation plan will be required.

H. Documentation and Record-Keeping.

(1) Records to be Maintained. Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR § 570.506, pertinent to the activities to be

funded under this Agreement. Such records include, but are not limited to, the following:

- (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - (c) Records required to determine the eligibility of activities;
 - (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - (e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - (f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
 - (g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.
- (2) Retention. Records shall be retained for the periods set forth at 24 CFR § 570.502(a)(7)(ii) and 2 CFR § 200.333. The retention period for individual CDBG activities shall be the longer of three years after the expiration/termination of the agreement or after the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time by County. Records subject to reversion of assets or change or use provisions must be maintained for as long as those provisions continue to apply to the activity. Records of outstanding loan balances or other receivables or contingent liabilities must be retained until such receivables or liabilities have been satisfied. Records for non-expendable property acquired with funds under this Agreement shall be retained for three years after final disposition of such property. Records for any displaced person must be kept for three years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.
- (3) Client Data. Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.
- (4) Disclosure. Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of County's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited without lawful court order unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- (5) Property Records. The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Subrecipient will adhere to 2 CFR § 200.329, which requires annual reporting of real property for which there is a Federal interest. If the Federal interest extends beyond 15 years the reporting periods are multiyear reporting periods.
- (6) Close-Outs. Subrecipient's obligation to County shall not end until all close-out requirements, which are set forth at 2 CFR § 200.343, are completed. Activities during

this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to County), and determining the custodianship of records.

- (7) Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, grantor agency, their designees or the federal government, at any time during normal business hours, as often as County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within a time period as agreed upon by County and Subrecipient after receipt by Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments or refunding of payments to County. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy or practice concerning Subrecipient audits and, as applicable, 2 CFR Part 200, Subpart F.

I. Reporting and Payment Procedures.

- (1) Program Income. Subrecipient shall return all program income, as defined at 24 CFR § 570.500(a), to County immediately upon being earned. Program income in possession, custody, or control of Subrecipient at either the expiration or termination of this Agreement or after this Agreement expires or is terminated, shall be paid to County in accordance with the provisions of subparagraph 11.H, Reversion of Assets. At the end of the program year County may require remittance of all or part of any program income balances (including investments thereof) held by Subrecipient, except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs.
- (2) Indirect Costs. Indirect costs may be charged if Subrecipient develops an indirect cost allocation plan, prepared in accordance with 2 CFR Part 200, Subpart E, for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to County for approval.
- (3) Payment Procedures/Methods of Disbursement.
- (a) Subrecipient may request disbursement from County of that part of the funding amount stated in paragraph 7, relating to a particular Project, either on the basis of a lump sum reimbursement of the Project costs upon completion or on the basis of periodic reimbursement payments during the course of a Project as the funds for that Project are expended.
- (b) A request by Subrecipient for either a lump sum or for periodic reimbursement payments on a Project shall be in a form and content as prescribed by County and shall be submitted to County for review and for a determination of eligibility for payment. Upon approval by County, County will pay Subrecipient. Requests for periodic payments shall be supported and documented as required by County on the basis of costs actually incurred by Subrecipient on a Project during the period for which payment is requested.
- (c) Prepayment of the funds stated in paragraph 7 or a partial advance of funds to Subrecipient for a Project may be made by County if the nature of the Project or unusual circumstances justify such payment. Any prepayment or advance payment

made hereunder must be justified in writing by Subrecipient and must be pre-approved and authorized by County. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Subrecipient, and are not to exceed actual cash requirements. Payments will be adjusted by County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.

- (d) Expenditures under this Agreement, whether or not prepaid, determined by County or HUD to be ineligible for reimbursement or which are inadequately documented will, upon written request, be immediately refunded to County by Subrecipient.
 - (e) No requests for reimbursement or other payments under this Agreement due to cost overruns of any kind on the Project(s) shall be approved, allowed, or paid by County unless the amount requested has been approved by a written amendment and authorized in accordance with the provisions of Paragraph 10.G.
- (4) Progress Reports. During the actual conduct of the Project, Subrecipient shall prepare and submit to County every three months, or as otherwise specifically requested by County, a detailed project status report. The report format shall be as approved by County but must show, at a minimum, the current performance status of the Project being reported, the costs and contractual commitments incurred to date that have been charged to that project, the beneficiaries of the project, the money leveraged by CDBG-funded Activity, information relating to the HUD performance indicators, and any CDBG program income received on that project for the period preceding the report date.

J. Procurement. Subrecipient shall procure all materials, property, or services in accordance with the procurement standards of 2 CFR Part 200, Subpart D, except when Subrecipient's procurement standards are more restrictive, in which case Subrecipient shall implement its procurement standards.

K. Reversion of Assets. As provided in 24 CFR § 570.503(b)(7), upon the expiration or termination of this Agreement, Subrecipient shall transfer to County any unexpended CDBG funds provided under this Agreement, all program income in its possession, custody, or control that Subrecipient has not returned to County, and any accounts receivable attributable to the use of CDBG funds provided under this Agreement. Any real property under Subrecipient's control that was acquired or improved, in whole or in part, with CDBG funds is subject to the following:

- (1) Real Property Acquired with CDBG Funds. All real property acquired by Subrecipient in whole or in part with CDBG funds in excess of \$25,000 must be used for a minimum of 15 years following the expiration or termination of this Agreement to meet one of the national objectives, found at 24 CFR § 570.208, of benefiting low and moderate income persons, aiding in the prevention or elimination of slums and blight, or meeting community development needs having a particular urgency.
- (2) Real Property Improved with CDBG Funds. All real property improved in whole or in part with CDBG funds in excess of \$25,000 must be used by Subrecipient to meet one of the national objectives found at 24 CFR § 570.208 in accordance with the following timetable:
 - (a) A minimum of five years following the expiration or termination of this Agreement for CDBG funds between \$25,001 and \$99,999;

- (b) A minimum of ten years following the expiration of termination of this Agreement for CDBG funds between \$100,000 and \$199,999; and
 - (c) A minimum of 15 years following the expiration or termination of this Agreement for CDBG funds of \$200,000 and above.
- (3) If Subrecipient desires to change the use of real property covered by this paragraph prior to the expiration of the applicable period listed above, it must comply with the following:
- (a) Provide affected citizens with reasonable notice of any proposed change in use and an opportunity to comment; and
 - (b) Ensure that the new use meets a CDBG national objective; or
 - (c) Pay County an amount equal to the market value of the real property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the real property. This payment by Subrecipient to County is program income to County.
- (4) The threshold amounts set forth in subparagraph 2 above are cumulative, based on the total CDBG funding provided to Subrecipient in this Agreement for acquisition or improvement of real property, plus any previous or subsequent CDBG funding provided by County to acquire or improve said real property. However, the use periods set forth in subparagraph 2 do not commence until closeout of the final agreement under which Subrecipient receives such acquisition or improvement funds.
- L. Equipment.** Equipment means tangible nonexpendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit (2 CFR § 200.33). Subrecipient shall comply with 2 CFR Part 200, Subpart D as modified by 24 CFR § 570.502(a)(6). In the event the policies of Subrecipient are more restrictive than those in 2 CFR Part 200, Subpart D, the more restrictive standards and requirements will apply.

12. Displacement, Relocation, Acquisition, and Replacement of Housing. Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act; and the requirements in § 570.606(d) governing optional relocation policies. (County may preempt the optional policies.) Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. Subrecipient also agrees to comply with applicable state law, including Utah Code Annotated, §57-12-1, *et seq.* (1953, as amended), and County ordinances, resolutions and policies concerning the displacement of persons from their residences.

13. Personnel & Participant Conditions.

A. Civil Rights.

- (1) Nondiscrimination and Equal Opportunity.
 - (a) Subrecipient, and all persons acting on its behalf, agree to comply with the non-discrimination and equal opportunity requirements set forth in 24 CFR § 5.105 and with all federal, state and county laws governing discrimination, and they

shall not discriminate in the application, screening, employment, participation, or any other involvement of any person in relation to any phase of the Project(s).

- (b) Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Subrecipient agrees to post in conspicuous places notices setting forth the provisions of this nondiscrimination clause.
 - (c) Subrecipient will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity or Affirmative Action employer. Subrecipient must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, as enforced by the Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- (2) Excessive Force. Subrecipient agrees that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
 - (3) Land Covenants. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR §§ 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that County and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
 - (4) Section 504. Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (290 U.S.C. 706), which prohibits discrimination against the disabled in any federally assisted program. County shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action.

- (1) Approved Plan. Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and

12107 regarding Equal Employment Opportunity programs; and implementing regulations at 41 CFR Part 60.

- (2) Women- and Minority-Owned Businesses. Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement in keeping with the principles as provided in President's Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise). As used in this Agreement, the term "minority and Women's business enterprise" means a business at least 51% owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act. Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.
- (3) Access to Records. Subrecipient shall furnish and cause each of its own subgrantees or subcontractors to furnish all information and reports required by County and will permit access to its books, records, and accounts by County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- (4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
- (5) Subcontract Provisions. Subrecipient will include the provisions of subparagraphs 12.A., Civil Rights, and 12.B., Affirmative Action, in every subcontract, specifically or by reference, so that such provisions will be binding upon each of its own subgrantees or subcontractors.

C. Employment Restrictions.

- (1) Prohibited Activity. Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
- (2) Labor Standards.
 - (a) Davis-Bacon.
 - (i) For all contracts and subcontracts for construction, alteration, or repair in excess of \$2,000, Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, 40 U.S.C. § 276a1-276a7, as amended, including (a)(1) Minimum wages, (a)(2) Withholding, (a)(3) Payrolls and basic records, (a)(4) Apprentices and trainees, (a)(5) Compliance with Copeland Act requirements, (a)(6) Subcontracts, (a)(7) Contract termination: debarment, (a)(8) Compliance with Davis-Bacon and Related Act requirements, (a)(9) Disputes concerning labor standards, and (a)(10) Certification of eligibility.
 - (ii) Subrecipient agrees that, except for the rehabilitation or construction of residential property containing less than eight (8) units, all contracts or subcontracts in excess of \$2,000.00 for construction, renovation or repair work

financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if the wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this subparagraph.

- (b) Work Hours. Subrecipient agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to County for review upon request.
- (3) "Section 3" Compliance. Subrecipient, and any of Subrecipient's subrecipients and subcontractors, shall comply with the provisions of Section 3 of the Housing and Urban Development Act, as set forth at 24 CFR Part 135. Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct.

- (1) Assignments and Contracting. The responsibility for the performance of this Agreement shall not be assigned, transferred, or contracted out by Subrecipient without the prior, written consent of County. Contracts or purchase orders by Subrecipient for the acquisition of equipment, materials, supplies, or services for the Project do not require the consent of County but shall be done in accordance with the competitive bidding requirements described in subparagraph 11.G above and any applicable state laws and local government ordinances.
- (2) Subcontracts.
 - (a) Approvals. Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the consent of County prior to the execution of such agreement.
 - (b) Monitoring. Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - (c) Content. Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

- (d) Selection Process. Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to County along with documentation concerning the selection process.
- (e) Debarment and Suspension. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" as set forth at 24 CFR Part 24.
- (3) Hatch Act. Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code.
- (4) Citizen Participation. Subrecipient has had the opportunity to review and follows County's Citizen Participation Plan which satisfies the requirements for 24 CFR § 91.105.
- (5) Community Development Plan. Subrecipient has had the opportunity to review and follows County's Community Development Plan, specifically identifying short-term and long-term community development objectives that provide for decent housing, expanding economic opportunities for persons of low- and moderate-income.
- (6) Conflict of Interest. Subrecipient agrees to abide by the provisions of 24 CFR § 570.611 and 2 CFR § 200.112 with respect to conflicts of interest, and certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of County, or of any designated public agency or Subrecipient receiving funds under the CDBG Entitlement program.
- (7) Ethical Standards. Subrecipient represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or County ordinances.
- (8) Public Funds and Public Monies.
 - (a) Definitions: "Public funds" and "public monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds, or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of "public funds" while in Subrecipient's possession.

- (b) Subrecipient's Obligation: Subrecipient, as recipient of "public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to County. Subrecipient understands that it, its officers, and employees may be criminally liable under §76-8-402, Utah Code Annotated, for misuse of public funds or monies. Subrecipient expressly understands that County may monitor the expenditure of public funds by Subrecipient. Subrecipient expressly understands that County may withhold funds or require repayment of funds from Subrecipient for contract noncompliance, failure to comply with directives regarding the use of public funds, or for misuse of public funds or monies.
- (9) Lobbying. Subrecipient hereby certifies that:
- (a) No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit a Disclosure Form to Report Lobbying in accordance with its instructions;
 - (c) It will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subawards shall certify and disclose accordingly; and
 - (d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - (e) No funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87); Subrecipient, if a public entity, shall also comply with the provisions of the Hatch Act (5 USC 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of the Civil Service Reform Act (Pub. L. 95-454 Section 4728), which limit political activities of public employees.
- (10) Copyright. If this Agreement results in any copyrightable material or inventions, County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

- (11) **Religious Organization.** Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR § 570.200(j).
- 14. Drug-Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, 42 U.S.C. § 701, Subrecipient certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 CFR Section 2429.
- 15. Environmental Conditions.**
- A. Air and Water.** Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
- (1) Clean Air Act, 42 U.S.C., § 7401, *et. seq.*; and
 - (2) Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, as amended, relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- B. Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001, Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- C. Lead-Based Paint.** Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint poisoning and the advisability and availability of blood lead level screening for children age six and under. The notice should also point out that if lead-based paint is found on the property, interim controls or paint stabilization may be undertaken.
- D. Historic Preservation.** Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, 16 U.S.C. § 470, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
- 16. Employee Status Verification System.** Subrecipient shall register and participate in the Status Verification System before entering into a contract with County as required by Utah Code § 63G-12-302(3). The Status Verification System is an electronic system operated by the federal government, through which an authorized official of a state agency or a political subdivision of the state may inquire by exercise of authority delegated pursuant to 8 U.S.C. § 1373 to verify the citizenship or immigration status of an individual within the jurisdiction of the agency or political subdivision. Subrecipient is individually responsible for verifying the employment status of only new employees who work under Subrecipient's supervision or direction and not those who work for another contractor or subcontractor, except each

contractor or subcontractor who works under or for another contractor shall certify to the main contractor by affidavit that the contractor or subcontractor has verified, through the Status Verification System, the employment status of each new employee of the respective contractor or subcontractor. Subrecipient shall comply in all respects with the provisions of Utah Code § 63G-12-302(3). Subrecipient's failure to so comply may result in the immediate termination of its contract with County.

- 17. Survival of Provisions.** The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.
- 18. Waiver.** No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the parties from receiving the full-bargained-for benefit under this Agreement. A waiver of any of the provisions of this contract or of any breach thereof shall not constitute a waiver of any other provision or breach, whether or not similar, and any such waiver shall not constitute a continuing waiver.
- 19. Entire Agreement.** This Agreement, including all attachments, constitutes the entire agreement and understanding between the parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the parties that are not set forth herein. Unless otherwise set forth herein, this contract supersedes and cancels all prior agreements, negotiations, and understandings between the parties regarding the subject matter herein, whether written or oral which are void, nullified, and of no legal effect if they are not recited or addressed in this contract.
- 20. Severability.** If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null, and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.
- 21. Rights and Remedies Cumulative.** The rights and remedies of the parties under this Agreement must be construed cumulatively, and none of the rights and/or remedies under this contract are exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
- 22. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same contract.
- 23. Approval.** This Agreement shall be submitted to the authorized attorney for each party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, Utah Code Annotated, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each party in accordance with Section 11-13-202.5, Utah Code Annotated, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each party in accordance with Section 11-13-209, Utah Code Annotated, as amended.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

DAVIS COUNTY

Bob J Stevenson, Chair
Board of Davis County Commissioners
Date:_____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor
Date:_____

REVIEWED AS TO PROPER FORM:

Davis County Attorney's Office

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be approved by its governing body or board and to be duly executed on the following dates:

CENTERVILLE CITY

Printed Name:_____

Title:_____

Date:_____

ATTEST:

Printed Name:_____

Title:_____

Date:_____

REVIEWED AS TO PROPER FORM:

Centerville City Attorney

ATTACHMENT I

SUBRECIPIENT: Centerville City
PROJECT: ADA Pedestrian Ramps
PROJECT NO: 210

PROJECT STATEMENT OF WORK

This attachment is a supplement to the general work statement contained in paragraph 4 of this Agreement. Therefore, in addition to the general work required to be done under that paragraph, which applies to all projects to be conducted under this Agreement, the particular work to be performed for this Project is as follows:

Eligibility and Reference:

National Objective and Reference:

IDIS Matrix Code: 03K

CPD Outcome Performance Measurement Information

Priority:

County Outcome:

Program Activity:

NATURE AND SCOPE OF PROJECT:

Subrecipient Scorecard:

Subrecipient shall adhere to the Key Performance Indicators (KPIs) as identified in the Subrecipient Scorecard (Refer to Attachment III) and strive to achieve the score of “A” for all KPIs listed as applicable. Scorecard reports shall be filled out by County staff and sent to Subrecipient semi-annually unless otherwise decided at the discretion of the County. Mitigating factors to KPI scores may be submitted by Subrecipient to the County and considered in good faith by County staff when scoring. Any requested changes to the Subrecipient Scorecard must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

Performance Evaluation Plan:

In regard to the Subrecipient Scorecard:

- At the discretion of the County, if Subrecipient scores a “C” in any of the KPI categories, it may be considered as a monitoring “recommendation” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency and any such plan would be resolved with Subrecipient’s program staff.
- At the discretion of the County, if Subrecipient scores a “D” in any of the KPI categories, it may be considered as a monitoring “concern” according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County

staff to address the deficiency and any such plan would be resolved with Subrecipient's program and/or executive staff.

- At the discretion of the County, if Subrecipient scores an "F" in any of the KPI categories, it may be considered as a monitoring "finding" according to County monitoring policies. Subrecipient may be asked to submit in writing an improvement plan to County staff to address the deficiency any such plan would be resolved with Subrecipient's program and/or executive staff and may be sent to Subrecipient's board of directors.

Any low scores may trigger a formal monitoring. Low scores on the Subrecipient Scorecard is subject to review by the allocation committee.

Gantt Chart:

Subrecipient will adhere to the project milestones as specified in the Gantt Chart attachment and as referenced in the Agency Scorecard. Any requested changes to the milestones in the Gantt Chart must be submitted in writing by Subrecipient and may be approved at the discretion of County staff in good faith and in writing.

REPORTING: Subparagraph 11.F. of the Agreement requires timely progress reports from Subrecipient. Subrecipient will complete an online quarter report according to the timelines below.

	Dates of Service	Due Date	Period Ending	Fiscal Year	Calendar Year
Q1	July 1 – Sept. 30, 2021	Oct. 31, 2020	9/30	FY21-22	2021
Q2	Oct. 1 – Dec. 31, 2021	Jan. 31, 2022	12/31	FY21-22	2021
Q3	Jan. 1 – Mar. 31, 2022	Apr. 30, 2022	3/31	FY21-22	2021
Q4	Apr. 1 – June 30, 2022	Jul. 20, 2022	6/30	FY21-22	2021

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the provisions of the *Davis-Bacon Act, 40 U.S.C. § 276a1-276a7, as amended; the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327; and the Copeland "Anti-Kickback" Act; 40 U.S.C. § 276c*, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this agreement. County shall maintain documentation which demonstrates compliance with hour and wage requirements of this part.

Subrecipient agrees to compile and provide to the County all HUD-required Section 3 information regarding the hiring of low-income employees and (sub) contractors.

TIMETABLE: The project will be completed within the 12-month Agreement's period of performance beginning July 1, 2021- June 30, 2022.

Subrecipient shall not undertake any work nor incur any costs on the Project until it has been informed by County that all environmental protection procedures and requirements prescribed in 24 CFR Part 58 which are applicable to the Project have been accomplished or satisfied.

ATTACHMENT II

SUBRECIPIENT:

PROJECT:

PROJECT NO.:

PROJECT BUDGET

I. Estimated Total Project Cost: \$

II. Budgeted CDBG Expenditures:

TOTAL CDBG EXPENDITURES: \$

All other funding needed to complete this project is the responsibility of Subrecipient.

Other funding sources	\$
------------------------------	-----------

In no case will reimbursement exceed Subrecipient's actual costs. Subrecipient will maintain records necessary for justification and verification of such costs.

Services must be provided before the end of the period of performance of June 30, 2019. A final invoice must be received with payment issued before the contract end date of August 30, 2019.

ATTACHMENT III

Statistical Report and Gantt Chart

ATTACHMENT IV
Subrecipient Score Card

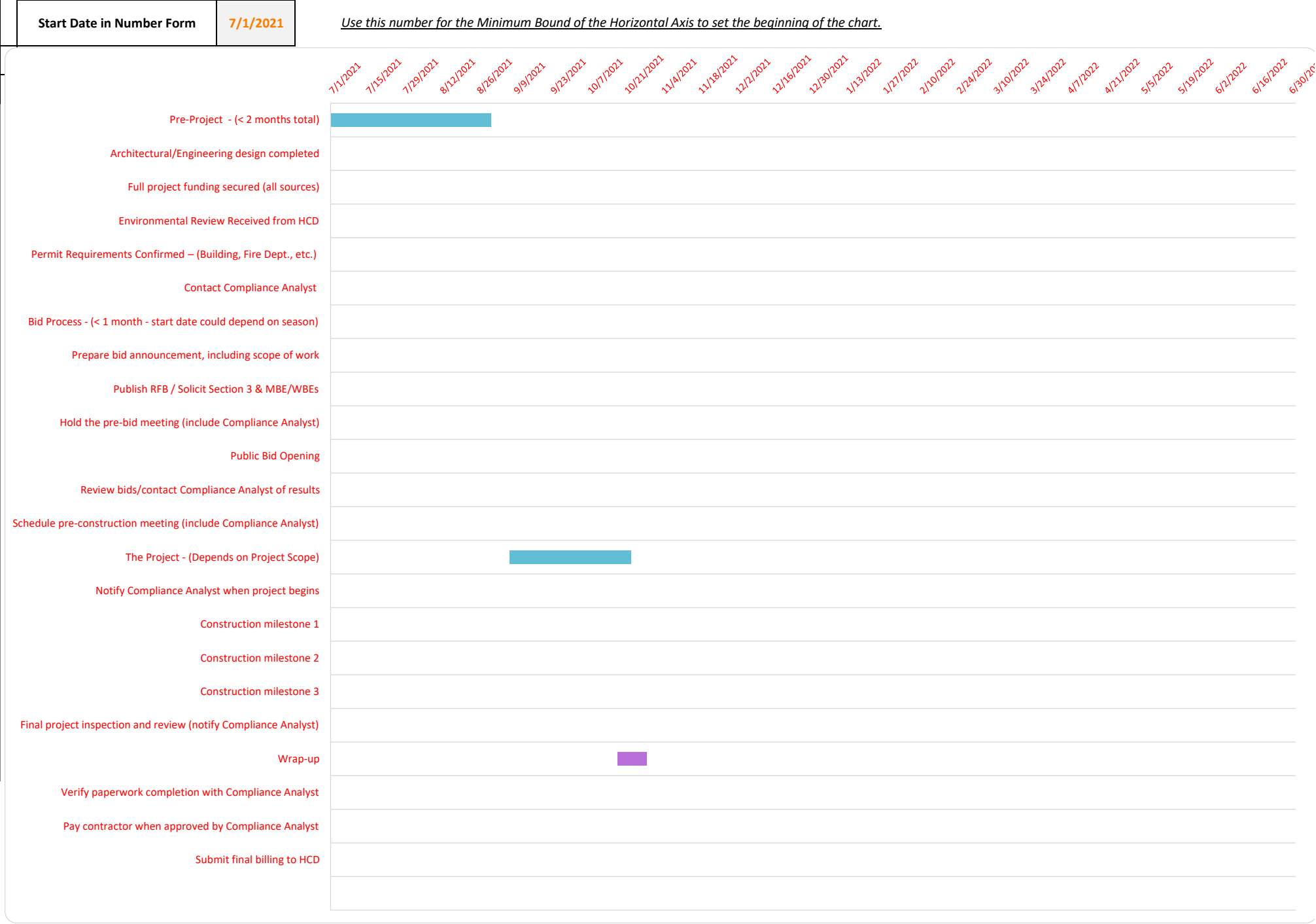
	Goal	Explanation	A 100%	B 75%	C 50%	D 25%	F 0%	Agency Score	Comments
Program Management	Agency Submits Quarterly Reports On-time	Quarterly reporting is submitted to the on-time and correctly	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Adhering to Project Schedule on Gantt Chart	Updates to Gantt Chart timelines need to be communicated to and approved by County staff	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Agency Submits Quarterly Billing On-time	Billings are submitted to the County with all the necessary documentation	Submitted early or by due date	Up to 10 days after the Due date	10-30 days after the due date	30-90 days after the due date	90+ days after the due date		
Program Management	Agency is Progressively Spending Down Allocated Funds	Agency is on-track to spend down funds in the Program Year	Spending is on track as anticipated	Factors have affected anticipated project, but a reasonable plan has been communicated to fully expend	Factors have affected anticipated project, but a reasonable plan has been communicated to fully expend a majority of the award.	Factors have affected anticipated project implementation, and although a plan has been communicated to expend a majority of the award, Davis Co has concerns.	Factors have affected anticipated project implementation, and there are significant concerns about the ability of the agency to meet the original intent of the contract.		
Outcome Performance	Agency is Achieving Outcome Set in Application	Agency is meeting the outcomes identified in the application	Meeting or Exceeding Anticipated Progress to Date on Goals	Factors have affected the anticipated outcomes to-date, but a reasonable plan has been communicated to meet original goals	Factors have affected the anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to the County.	Factors have affected the anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.	Factors have affected the anticipated outputs, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.		
Outcome Performance	Achieving Clients to be Served	Progress towards goals as stated in CDBG application	Meeting or Exceeding Anticipated Progress to Date on Goals	Factors have affected the number of clients anticipated to be served, but a reasonable plan has been communicated to meet original goals	Factors have affected the anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is realistic and acceptable to the County.	Factors have affected the anticipated number of people to be served, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.	Factors have affected the anticipated number of people served, but a reasonable plan has been communicated to revise goals to a level that is acceptable to the County, but there are concerns if they are realistic.		
Compliance Monitoring	Outstanding Compliance Monitoring Issues	Financial Audits Findings, issues with policies & procedures, etc...	No Findings or Concerns; No minimal # of recommendations	No Findings or Concerns; No minimal # of recommendations	No Findings or Concerns are moderate in number and/or severity but can be remedied	1 or more Findings and/or Concern(s) that are significant or numerous enough to risk current or future funding.	Number and/or Significance of Findings and/or concerns makes current future funding unlikely.		
Compliance Monitoring	Conformance with Labor Standards (i.e., Davis-Bacon)		Proactively Responsive		Somewhat responsive to Labor Standards Process		Makes no effort to conform		
Compliance Monitoring	Responsiveness to the request to monitor, monitoring report, and related requests		Proactively Responsive	Responsive	Mostly Responsive	Reluctantly Responsive	Not Responsive		
Responsiveness	Submits any additional requested documents in a timely manner	(i.e., Contact, documents, etc...)	By the requested Date	Within 5 business days after the due date	Within 10 business days after the due date	Within 15 business days after the due date	20+ business days after the due date		

FY 2021-2022 Gantt Chart Template
xxxxxxxxxxxxxxxxxxxx agency Contract #

Before starting your project, the following items must be completed: receive the fully-signed contract with Davis County, receive notice that HUD funding has been received, and receive a completed environmental review.
You must contact the Grants Adminsitrator with Davis County before proceeding with your project.

Project Milestones	Start Date	End Date	Duration # of Days
Pre-Project - (< 2 months total)	7/1/2021	8/31/2021	61
Architectural/Engineering design completed			
Full project funding secured (all sources)			
Environmental Review Received from HCD			
Permit Requirements Confirmed – (Building, Fire Dept., etc.)			
Contact Compliance Analyst			
Bid Process - (< 1 month - start date could depend on season)	8/1/2021	9/1/2020	-334
Prepare bid announcement, including scope of work			
Publish RFB / Solicit Section 3 & MBE/WBEs			
Hold the pre-bid meeting (include Compliance Analyst)			
Public Bid Opening			
Review bids/contact Compliance Analyst of results			
Schedule pre-construction meeting (include Compliance Analyst)			
The Project - (Depends on Project Scope)	9/7/2021	10/23/2021	46
Notify Compliance Analyst when project begins			
Construction milestone 1			
Construction milestone 2			
Construction milestone 3			
Final project inspection and review (notify Compliance Analyst)			
Wrap-up	10/18/2021	10/29/2021	11
Verify paperwork completion with Compliance Analyst			
Pay contractor <u>when approved by Compliance Analyst</u>			
Submit final billing to HCD			

#VALUE!



Key:	Calculated Cell	Manual Entry Cell
	These cells will be automatically calculated based on the inputs on other cells.	These cells require manual input so the calculated cells have data to work with.

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
9/7/2021**

Item No. 7.

Short Title: Municipal Code Amendments - Golf Carts - CMC 14.07.240

Initiated By: City Council

Staff Representative: Lisa Romney, City Attorney

SUBJECT

TABLED FROM AUGUST 3, 2021 - Consider Municipal Code Amendments to enact Section 14.07.240 regarding Golf Carts - Ordinance No. 2021-17

RECOMMENDATION

Staff does not recommend adoption of Ordinance No. 2021-17 due to safety considerations.

BACKGROUND

On August 3, 2021, the City Council discussed proposed Ordinance No. 2021-17 allowing golf carts on City streets under limited circumstances. Based on City Council direction, this matter was tabled for further information and research by Staff. Staff has researched City ordinances from all other cities within Davis County, including cities with or without a golf course. There are approximately 12 golf courses in Davis County. The following cities have golf courses: Bountiful, Clinton, Farmington, Fruit Heights, Kaysville, Layton, North Salt Lake, Syracuse, West Bountiful, and West Point. Other than one provision in the North Salt Lake ordinances, Staff was unable to find any city ordinances in Davis County permitting the use of golf carts on city streets. North Salt Lake has one provision that allows golf carts to be operated on a golf course (NSL 10-1-46). While Staff is still not in favor of adopting an ordinance to allow golf carts on City streets, Staff has prepared the attached revised Ordinance No. 2021-17 with some suggested redline edits based on the City Council discussion. These changes include prohibiting the crossing of any street with a posted speed limit over 25 mph, prohibiting operating a golf cart on a sidewalk, and reducing the age limit from 18 to 16 years of age. If the Council is inclined to adopt this Ordinance, Staff suggests these additional changes.

Previous Staff Report (August 3, 2021):

At the last City Council meeting on July 20, 2021, the City Council directed Staff to prepare an ordinance allowing golf carts on City streets in accordance with recent State law amendments set forth in HB 184 (2020). Pursuant to Utah Code 41-6a-1510, a municipality may, by ordinance, allow a person to operate a golf cart on specified highways under the jurisdiction of the municipality and to set forth sufficient parameters regarding such operation. The attached Ordinance No. 2021-17 has been prepared as directed.

ATTACHMENTS:

Description

- ☐ Ordinance No. 2021-17 - Golf Carts - Redline Changes
- ☐ Ordinance No. 2021-17 - Golf Carts
- ☐ HB 184 (2020) - Golf Carts

▣ Utah Code 41-6a-1510 - Golf Carts

ORDINANCE NO. 2021-17

AN ORDINANCE ENACTING SECTION 14.07.240 OF THE CENTERVILLE MUNICIPAL CODE REGARDING GOLF CARTS

WHEREAS, the City Council of Centerville City has previously adopted Title 14 of the Centerville Municipal Code enacting the Centerville City Traffic Code (“Traffic Code”); and

WHEREAS, the City Council desires to enact Section 14.07.240 of the Traffic Code regarding golf carts on public streets in accordance with Utah Code § 41-6a-1510; and

WHEREAS, the City Council finds that the proposed enactment of Section 14.07.240 of the Traffic Code as more particularly set forth herein is in the best interest of the public health, safety, and welfare.

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

Section 1. Enactment. Section 14.07.240 of the Centerville Municipal Code regarding Golf Carts is hereby enacted to read in its entirety as follows:

14.07.240 Golf Carts

- (a) Definitions. For purposes of this Section, the following words shall have the meaning set forth herein. In the event of conflict between the definitions set forth herein and any applicable State law, including, but not limited to Utah Code §§ 41-6a-102 and 41-6a-1510, the State law definition shall govern.
 - (1) “Golf Cart” means a device that: (1) is designed for transportation by players on a golf course; (2) has not less than three wheels in contact with the ground; (3) has an unladen weight of less than 1,800 pounds; (4) is designed to operate at low speeds; and (5) is designed to carry not more than six persons including the driver.
 - (2) “Golf Cart” does not include: (1) a low-speed vehicle or an off-highway vehicle; (2) motorized wheelchair; (3) an electric personal assistive mobility device; (4) an electric assisted bicycle; (5) a motor assisted scooter; (6) a personal delivery device; or (7) a mobile carrier, as such terms are defined by State law.
- (b) Golf Carts Allowed with Limitations. Subject to the parameters and limitations set forth herein and under State law, including, but not limited to Utah Code § 41-6a-1510, a person may operate a golf cart on specified highways under the jurisdiction of the City. A person may not operate a golf cart on a highway under the jurisdiction of the City that is not expressly authorized herein or in a manner that violates any of the parameters and limitations set forth herein or applicable provision of State law.
- (c) Parameters and Limitations for Golf Carts. The following parameters and limitations shall apply to the operation of a golf cart on specified highways under the jurisdiction of the City.

(1) Highways. Golf carts may not be operated on or alongside any highway within the jurisdiction of the City with a designated speed limit greater than 25 mph or with a grade greater than 8%; ~~provided, golf carts may cross a road with a designated limit greater than 25 mph. Except as otherwise provided, g~~ Golf carts are not authorized on any Sstate, County, or Ffederal ~~road,~~ street, road, or highway, unless otherwise provided by State or Federal law.

~~(1)(2)~~ Sidewalks. Golf carts may not be operated on any sidewalk.

~~(2)(3)~~ Age Limit. Only persons 16 ~~18~~-years of age or older may operate a golf cart on specified highways under the jurisdiction of the City.

~~(3)(4)~~ Hours of Operation. Golf carts may only be operated on specified highways under the jurisdiction of the City during daylight hours.

~~(4)(5)~~ Passengers. The operator of a golf cart on specified highways under the jurisdiction of the City shall not allow the number of people in the golf cart at any one time to exceed the maximum capacity specified by the manufacturer. The operator shall not allow passengers to ride on any part of a golf cart not designed to carry passengers, such as the part of the golf cart designed to carry golf bags.

~~(5)(6)~~ Safety Equipment. Golf carts operated on specified highways under the jurisdiction of the City shall have basic safety equipment, including a vehicle identification or serial number, rear view mirror, and plainly visible rear reflectors.

~~(6)(7)~~ Liability. Any person operating a golf cart on specified highways under the jurisdiction of the City shall be responsible for all liability associated with the operation of the golf cart.

~~(7)(8)~~ Compliance with Traffic Laws. Any person operating a golf cart on specified highways under the jurisdiction of the City shall comply with all applicable State and local traffic laws applicable to the operator of any other vehicle. As provided in Utah Code § 41-6a-1510, the operation of a golf cart on specified highways under the jurisdiction of the City shall comply with the same requirements as a bicycle for traffic rules under the Utah Traffic Code, as set forth in Utah Code §§ 41-6a-101, et seq.

(d) Disclaimer. Golf carts are not generally designed or manufactured to be used on public streets or highways. The City in no way advocates or endorses the operation of golf carts on specified highways under the jurisdiction of the City. The provisions set forth herein are not to be relied on as a determination that operation of golf carts on roads is safe or advisable. Any person who operates a golf cart on specified highways under the jurisdiction of the City does so at their own risk and peril and must be observant of and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians.

(e) Penalties. Any violation of this Section shall be subject to penalties and fines as set forth in CMC §§ 14.01.070 and 14.01.080.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, 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 3. 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 OUNCIL OF CENTERVILLE CITY,
STATE OF UTAH, THIS 7th DAY OF SEPTEMBER, 2021.**

CENTERVILLE CITY

ATTEST:

Jennifer Hansen, City Recorder

By: _____
Mayor Clark A. Wilkinson

Voting by the City Council:

	“AYE”	“NAY”	“ABSENT”
Councilmember Fillmore	_____	_____	_____
Councilmember Ince	_____	_____	_____
Councilmember Ivie	_____	_____	_____
Councilmember McEwan	_____	_____	_____
Councilmember Mecham	_____	_____	_____

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provisions of the U.C.A. § 10-3-713, as amended, I, the municipal recorder of Centerville City, hereby certify that foregoing ordinance was duly passed by the City Council and published or posted at: (1) 250 North Main; (2) 655 North 1250 West; and (3) RB's Gas Station, on the foregoing referenced dates.

JENNIFER HANSEN, City Recorder

DATE: _____

RECORDED this ____ day of _____, 2021.

PUBLISHED OR POSTED this ____ of _____, 2021.

ORDINANCE NO. 2021-17

AN ORDINANCE ENACTING SECTION 14.07.240 OF THE CENTERVILLE MUNICIPAL CODE REGARDING GOLF CARTS

WHEREAS, the City Council of Centerville City has previously adopted Title 14 of the Centerville Municipal Code enacting the Centerville City Traffic Code (“Traffic Code”); and

WHEREAS, the City Council desires to enact Section 14.07.240 of the Traffic Code regarding golf carts on public streets in accordance with Utah Code § 41-6a-1510; and

WHEREAS, the City Council finds that the proposed enactment of Section 14.07.240 of the Traffic Code as more particularly set forth herein is in the best interest of the public health, safety, and welfare.

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

Section 1. Enactment. Section 14.07.240 of the Centerville Municipal Code regarding Golf Carts is hereby enacted to read in its entirety as follows:

14.07.240 Golf Carts

- (a) Definitions. For purposes of this Section, the following words shall have the meaning set forth herein. In the event of conflict between the definitions set forth herein and any applicable State law, including, but not limited to Utah Code §§ 41-6a-102 and 41-6a-1510, the State law definition shall govern.
- (1) “Golf Cart” means a device that: (1) is designed for transportation by players on a golf course; (2) has not less than three wheels in contact with the ground; (3) has an unladen weight of less than 1,800 pounds; (4) is designed to operate at low speeds; and (5) is designed to carry not more than six persons including the driver.
- (2) “Golf Cart” does not include: (1) a low-speed vehicle or an off-highway vehicle; (2) motorized wheelchair; (3) an electric personal assistive mobility device; (4) an electric assisted bicycle; (5) a motor assisted scooter; (6) a personal delivery device; or (7) a mobile carrier, as such terms are defined by State law.
- (b) Golf Carts Allowed with Limitations. Subject to the parameters and limitations set forth herein and under State law, including, but not limited to Utah Code § 41-6a-1510, a person may operate a golf cart on specified highways under the jurisdiction of the City. A person may not operate a golf cart on a highway under the jurisdiction of the City that is not expressly authorized herein or in a manner that violates any of the parameters and limitations set forth herein or applicable provision of State law.
- (c) Parameters and Limitations for Golf Carts. The following parameters and limitations shall apply to the operation of a golf cart on specified highways under the jurisdiction of the City.

- (1) Highways. Golf carts may not be operated on or alongside any highway within the jurisdiction of the City with a designated speed limit greater than 25 mph; provided, golf carts may cross a road with a designated limit greater than 25 mph. Except as otherwise provided, golf carts are not authorized on any state, county, or federal road, street, or highway.
 - (2) Age Limit. Only persons 18 years of age or older may operate a golf cart on specified highways under the jurisdiction of the City.
 - (3) Hours of Operation. Golf carts may only be operated on specified highways under the jurisdiction of the City during daylight hours.
 - (4) Passengers. The operator of a golf cart on specified highways under the jurisdiction of the City shall not allow the number of people in the golf cart at any one time to exceed the maximum capacity specified by the manufacturer. The operator shall not allow passengers to ride on any part of a golf cart not designed to carry passengers, such as the part of the golf cart designed to carry golf bags.
 - (5) Safety Equipment. Golf carts operated on specified highways under the jurisdiction of the City shall have basic safety equipment, including a vehicle identification or serial number, rear view mirror, and plainly visible rear reflectors.
 - (6) Liability. Any person operating a golf cart on specified highways under the jurisdiction of the City shall be responsible for all liability associated with the operation of the golf cart.
 - (7) Compliance with Traffic Laws. Any person operating a golf cart on specified highways under the jurisdiction of the City shall comply with all applicable State and local traffic laws applicable to the operator of any other vehicle. As provided in Utah Code § 41-6a-1510, the operation of a golf cart on specified highways under the jurisdiction of the City shall comply with the same requirements as a bicycle for traffic rules under the Utah Traffic Code, as set forth in Utah Code §§ 41-6a-101, et seq.
- (d) Disclaimer. Golf carts are not generally designed or manufactured to be used on public streets or highways. The City in no way advocates or endorses the operation of golf carts on specified highways under the jurisdiction of the City. The provisions set forth herein are not to be relied on as a determination that operation of golf carts on roads is safe or advisable. Any person who operates a golf cart on specified highways under the jurisdiction of the City does so at their own risk and peril and must be observant of and attentive to the safety of themselves and others, including their passengers, other motorists, bicyclists, and pedestrians.
- (e) Penalties. Any violation of this Section shall be subject to penalties and fines as set forth in CMC §§ 14.01.070 and 14.01.080.

Section 2. Severability. If any section, part, or provision of this Ordinance is held invalid or unenforceable, 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 3. 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 3rd DAY OF AUGUST, 2021.

CENTERVILLE CITY

ATTEST:

Jennifer Hansen, City Recorder

By: _____
Mayor Clark A. Wilkinson

Voting by the City Council:

	“AYE”	“NAY”	“ABSENT”
Councilmember Fillmore	_____	_____	_____
Councilmember Ince	_____	_____	_____
Councilmember Ivie	_____	_____	_____
Councilmember McEwan	_____	_____	_____
Councilmember Mecham	_____	_____	_____

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provisions of the U.C.A. § 10-3-713, as amended, I, the municipal recorder of Centerville City, hereby certify that foregoing ordinance was duly passed by the City Council and published or posted at: (1) 250 North Main; (2) 655 North 1250 West; and (3) RB's Gas Station, on the foregoing referenced dates.

JENNIFER HANSEN, City Recorder

DATE: _____

RECORDED this ____ day of _____, 2021.

PUBLISHED OR POSTED this ____ of _____, 2021.

MUNICIPAL REGULATION OF GOLF CARTS

2020 GENERAL SESSION

STATE OF UTAH

Chief Sponsor: Marc K. Roberts

Senate Sponsor: Deidre M. Henderson

Cosponsor:

Carol Spackman Moss

LONG TITLE

General Description:

This bill authorizes a municipality to allow a golf cart to operate on a highway under certain circumstances.

Highlighted Provisions:

This bill:

- defines “golf cart”;
- authorizes a municipality to enact an ordinance to allow the operation of a golf cart on a highway in specified circumstances;
- exempts a golf cart from title, registration, and other requirements applicable to other motor vehicles;
- prohibits the drinking of alcohol while operating a golf cart on a highway;
- prohibits the possession of an open container of alcohol while operating a golf cart on a highway;
- requires that a golf cart adhere to traffic laws similar to a bicycle; and
- makes technical changes.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

Utah Code Sections Affected:

AMENDS:

41-6a-102, as last amended by Laws of Utah 2019, Chapters 49, 391, 428, and 459

41-6a-526, as last amended by Laws of Utah 2019, Chapter 428

41-6a-706.5, as last amended by Laws of Utah 2019, Chapters 428 and 461

63I-1-241, as last amended by Laws of Utah 2019, Chapters 49, 55, and 246

ENACTS:

41-6a-1510, Utah Code Annotated 1953

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

Section 1. Section **41-6a-102** is amended to read:

41-6a-102. Definitions.

As used in this chapter:

(1) "Alley" means a street or highway intended to provide access to the rear or side of lots or buildings in urban districts and not intended for through vehicular traffic.

(2) "All-terrain type I vehicle" means the same as that term is defined in Section **41-22-2**.

(3) "Authorized emergency vehicle" includes:

(a) fire department vehicles;

(b) police vehicles;

(c) ambulances; and

(d) other publicly or privately owned vehicles as designated by the commissioner of the Department of Public Safety.

(4) "Autocycle" means the same as that term is defined in Section **53-3-102**.

(5) (a) "Bicycle" means a wheeled vehicle:

(i) propelled by human power by feet or hands acting upon pedals or cranks;

- 55 (ii) with a seat or saddle designed for the use of the operator;
56 (iii) designed to be operated on the ground; and
57 (iv) whose wheels are not less than 14 inches in diameter.
- 58 (b) "Bicycle" includes an electric assisted bicycle.
59 (c) "Bicycle" does not include scooters and similar devices.
- 60 (6) (a) "Bus" means a motor vehicle:
61 (i) designed for carrying more than 15 passengers and used for the transportation of
62 persons; or
63 (ii) designed and used for the transportation of persons for compensation.
64 (b) "Bus" does not include a taxicab.
- 65 (7) (a) "Circular intersection" means an intersection that has an island, generally
66 circular in design, located in the center of the intersection where traffic passes to the right of
67 the island.
- 68 (b) "Circular intersection" includes:
69 (i) roundabouts;
70 (ii) rotaries; and
71 (iii) traffic circles.
- 72 (8) "Class 1 electric assisted bicycle" means an electric assisted bicycle described in
73 Subsection (17)(d)(i).
- 74 (9) "Class 2 electric assisted bicycle" means an electric assisted bicycle described in
75 Subsection (17)(d)(ii).
- 76 (10) "Class 3 electric assisted bicycle" means an electric assisted bicycle described in
77 Subsection (17)(d)(iii).
- 78 (11) "Commissioner" means the commissioner of the Department of Public Safety.
79 (12) "Controlled-access highway" means a highway, street, or roadway:
80 (a) designed primarily for through traffic; and
81 (b) to or from which owners or occupants of abutting lands and other persons have no

legal right of access, except at points as determined by the highway authority having jurisdiction over the highway, street, or roadway.

(13) "Crosswalk" means:

(a) that part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from:

(i) (A) the curbs; or

(B) in the absence of curbs, from the edges of the traversable roadway; and

(ii) in the absence of a sidewalk on one side of the roadway, that part of a roadway included within the extension of the lateral lines of the existing sidewalk at right angles to the centerline; or

(b) any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

(14) "Department" means the Department of Public Safety.

(15) "Direct supervision" means oversight at a distance within which:

(a) visual contact is maintained; and

(b) advice and assistance can be given and received.

(16) "Divided highway" means a highway divided into two or more roadways by:

(a) an unpaved intervening space;

(b) a physical barrier; or

(c) a clearly indicated dividing section constructed to impede vehicular traffic.

(17) "Electric assisted bicycle" means a bicycle with an electric motor that:

(a) has a power output of not more than 750 watts;

(b) has fully operable pedals on permanently affixed cranks;

(c) is fully operable as a bicycle without the use of the electric motor; and

(d) is one of the following:

(i) an electric assisted bicycle equipped with a motor or electronics that:

(A) provides assistance only when the rider is pedaling; and

(B) ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour;

(ii) an electric assisted bicycle equipped with a motor or electronics that:

(A) may be used exclusively to propel the bicycle; and

(B) is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour; or

(iii) an electric assisted bicycle equipped with a motor or electronics that:

(A) provides assistance only when the rider is pedaling;

(B) ceases to provide assistance when the bicycle reaches the speed of 28 miles per hour; and

(C) is equipped with a speedometer.

(18) (a) "Electric personal assistive mobility device" means a self-balancing device with:

(i) two nontandem wheels in contact with the ground;

(ii) a system capable of steering and stopping the unit under typical operating conditions;

(iii) an electric propulsion system with average power of one horsepower or 750 watts;

(iv) a maximum speed capacity on a paved, level surface of 12.5 miles per hour; and

(v) a deck design for a person to stand while operating the device.

(b) "Electric personal assistive mobility device" does not include a wheelchair.

(19) "Explosives" means a chemical compound or mechanical mixture commonly used or intended for the purpose of producing an explosion and that contains any oxidizing and combustive units or other ingredients in proportions, quantities, or packing so that an ignition by fire, friction, concussion, percussion, or detonator of any part of the compound or mixture may cause a sudden generation of highly heated gases, and the resultant gaseous pressures are capable of producing destructive effects on contiguous objects or of causing death or serious bodily injury.

(20) "Farm tractor" means a motor vehicle designed and used primarily as a farm implement, for drawing plows, mowing machines, and other implements of husbandry.

(21) "Flammable liquid" means a liquid that has a flashpoint of 100 degrees F. or less, as determined by a tagliabue or equivalent closed-cup test device.

(22) "Freeway" means a controlled-access highway that is part of the interstate system as defined in Section [72-1-102](#).

(23) (a) "Golf cart" means a device that:

(i) is designed for transportation by players on a golf course;

(ii) has not less than three wheels in contact with the ground;

(iii) has an unladen weight of less than 1,800 pounds;

(iv) is designed to operate at low speeds; and

(v) is designed to carry not more than six persons including the driver.

(b) "Golf cart" does not include:

(i) a low-speed vehicle or an off-highway vehicle;

(ii) a motorized wheelchair;

(iii) an electric personal assistive mobility device;

(iv) an electric assisted bicycle;

(v) a motor assisted scooter;

(vi) a personal delivery device, as defined in Section [41-6a-1119](#); or

(vii) a mobile carrier, as defined in Section [41-6a-1120](#).

~~[(23)]~~ (24) "Gore area" means the area delineated by two solid white lines that is between a continuing lane of a through roadway and a lane used to enter or exit the continuing lane including similar areas between merging or splitting highways.

~~[(24)]~~ (25) "Gross weight" means the weight of a vehicle without a load plus the weight of any load on the vehicle.

~~[(25)]~~ (26) "Highway" means the entire width between property lines of every way or place of any nature when any part of it is open to the use of the public as a matter of right for

vehicular travel.

~~[(26)]~~ (27) "Highway authority" means the same as that term is defined in Section 72-1-102.

~~[(27)]~~ (28) (a) "Intersection" means the area embraced within the prolongation or connection of the lateral curblines, or, if none, then the lateral boundary lines of the roadways of two or more highways that join one another.

(b) Where a highway includes two roadways 30 feet or more apart:

(i) every crossing of each roadway of the divided highway by an intersecting highway is a separate intersection; and

(ii) if the intersecting highway also includes two roadways 30 feet or more apart, then every crossing of two roadways of the highways is a separate intersection.

(c) "Intersection" does not include the junction of an alley with a street or highway.

~~[(28)]~~ (29) "Island" means an area between traffic lanes or at an intersection for control of vehicle movements or for pedestrian refuge designated by:

(a) pavement markings, which may include an area designated by two solid yellow lines surrounding the perimeter of the area;

(b) channelizing devices;

(c) curbs;

(d) pavement edges; or

(e) other devices.

~~[(29)]~~ (30) "Lane filtering" means, when operating a motorcycle other than an autocycle, the act of overtaking and passing another vehicle that is stopped in the same direction of travel in the same lane.

~~[(30)]~~ (31) "Law enforcement agency" means the same as that term is as defined in Section 53-1-102.

~~[(31)]~~ (32) "Limited access highway" means a highway:

(a) that is designated specifically for through traffic; and

(b) over, from, or to which neither owners nor occupants of abutting lands nor other persons have any right or easement, or have only a limited right or easement of access, light, air, or view.

~~[(32)]~~ (33) "Local highway authority" means the legislative, executive, or governing body of a county, municipal, or other local board or body having authority to enact laws relating to traffic under the constitution and laws of the state.

~~[(33)]~~ (34) (a) "Low-speed vehicle" means a four wheeled electric motor vehicle that:

- (i) is designed to be operated at speeds of not more than 25 miles per hour; and
- (ii) has a capacity of not more than six passengers, including a conventional driver or fallback-ready user if on board the vehicle, as those terms are defined in Section 41-26-102.1.

(b) "Low-speed vehicle" does not include a golfcart or an off-highway vehicle.

~~[(34)]~~ (35) "Metal tire" means a tire, the surface of which in contact with the highway is wholly or partly of metal or other hard nonresilient material.

~~[(35)]~~ (36) (a) "Mini-motorcycle" means a motorcycle or motor-driven cycle that has a seat or saddle that is less than 24 inches from the ground as measured on a level surface with properly inflated tires.

(b) "Mini-motorcycle" does not include a moped or a motor assisted scooter.

(c) "Mini-motorcycle" does not include a motorcycle that is:

- (i) designed for off-highway use; and
- (ii) registered as an off-highway vehicle under Section 41-22-3.

~~[(36)]~~ (37) "Mobile home" means:

(a) a trailer or semitrailer that is:

(i) designed, constructed, and equipped as a dwelling place, living abode, or sleeping place either permanently or temporarily; and

(ii) equipped for use as a conveyance on streets and highways; or

(b) a trailer or a semitrailer whose chassis and exterior shell is designed and constructed for use as a mobile home, as defined in Subsection ~~[(36)(a)]~~ (37)(a), but that is

instead used permanently or temporarily for:

- (i) the advertising, sale, display, or promotion of merchandise or services; or
- (ii) any other commercial purpose except the transportation of property for hire or the

transportation of property for distribution by a private carrier.

~~[(37)]~~ (38) (a) "Moped" means a motor-driven cycle having:

- (i) pedals to permit propulsion by human power; and
- (ii) a motor that:
 - (A) produces not more than two brake horsepower; and
 - (B) is not capable of propelling the cycle at a speed in excess of 30 miles per hour on level ground.

(b) If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters and the moped shall have a power drive system that functions directly or automatically without clutching or shifting by the operator after the drive system is engaged.

(c) "Moped" does not include:

- (i) an electric assisted bicycle; or
- (ii) a motor assisted scooter.

~~[(38)]~~ (39) (a) "Motor assisted scooter" means a self-propelled device with:

- (i) at least two wheels in contact with the ground;
- (ii) a braking system capable of stopping the unit under typical operating conditions;
- (iii) an electric motor not exceeding 2,000 watts;
- (iv) either:
 - (A) handlebars and a deck design for a person to stand while operating the device; or
 - (B) handlebars and a seat designed for a person to sit, straddle, or stand while operating the device; ~~[and]~~

(v) a design for the ability to be propelled by human power alone; and

(vi) a maximum speed of 20 miles per hour on a paved level surface.

(b) "Motor assisted scooter" does not include:

244 (i) an electric assisted bicycle; or

245 (ii) a motor-driven cycle.

246 ~~[(39)]~~ (40) (a) "Motor vehicle" means a vehicle that is self-propelled and a vehicle that
247 is propelled by electric power obtained from overhead trolley wires, but not operated upon
248 rails.

249 (b) "Motor vehicle" does not include:

250 (i) vehicles moved solely by human power;

251 (ii) motorized wheelchairs;

252 (iii) an electric personal assistive mobility device;

253 (iv) an electric assisted bicycle;

254 (v) a motor assisted scooter;

255 (vi) a personal delivery device, as defined in Section 41-6a-1119; or

256 (vii) a mobile carrier, as defined in Section 41-6a-1120.

257 ~~[(40)]~~ (41) "Motorcycle" means:

258 (a) a motor vehicle, other than a tractor, having a seat or saddle for the use of the rider
259 and designed to travel with not more than three wheels in contact with the ground; or

260 (b) an auticycle.

261 ~~[(41)]~~ (42) (a) "Motor-driven cycle" means a motorcycle, moped, and a motorized
262 bicycle having:

263 (i) an engine with less than 150 cubic centimeters displacement; or

264 (ii) a motor that produces not more than five horsepower.

265 (b) "Motor-driven cycle" does not include:

266 (i) an electric personal assistive mobility device;

267 (ii) a motor assisted scooter; or

268 (iii) an electric assisted bicycle.

269 ~~[(42)]~~ (43) "Off-highway implement of husbandry" means the same as that term is
270 defined under Section 41-22-2.

271 ~~[(43)]~~ (44) "Off-highway vehicle" means the same as that term is defined under Section
272 41-22-2.

273 ~~[(44)]~~ (45) "Operate" means the same as that term is defined in Section 41-1a-102.

274 ~~[(45)]~~ (46) "Operator" means:

275 (a) a human driver, as defined in Section 41-26-102.1, that operates a vehicle; or

276 (b) an automated driving system, as defined in Section 41-26-102.1, that operates a
277 vehicle.

278 ~~[(46)]~~ (47) (a) "Park" or "parking" means the standing of a vehicle, whether the vehicle
279 is occupied or not.

280 (b) "Park" or "parking" does not include:

281 (i) the standing of a vehicle temporarily for the purpose of and while actually engaged
282 in loading or unloading property or passengers; or

283 (ii) a motor vehicle with an engaged automated driving system that has achieved a
284 minimal risk condition, as those terms are defined in Section 41-26-102.1.

285 ~~[(47)]~~ (48) "Peace officer" means a peace officer authorized under Title 53, Chapter 13,
286 Peace Officer Classifications, to direct or regulate traffic or to make arrests for violations of
287 traffic laws.

288 ~~[(48)]~~ (49) "Pedestrian" means a person traveling:

289 (a) on foot; or

290 (b) in a wheelchair.

291 ~~[(49)]~~ (50) "Pedestrian traffic-control signal" means a traffic-control signal used to
292 regulate pedestrians.

293 ~~[(50)]~~ (51) "Person" means a natural person, firm, copartnership, association,
294 corporation, business trust, estate, trust, partnership, limited liability company, association,
295 joint venture, governmental agency, public corporation, or any other legal or commercial entity.

296 ~~[(51)]~~ (52) "Pole trailer" means a vehicle without motive power:

297 (a) designed to be drawn by another vehicle and attached to the towing vehicle by

means of a reach, or pole, or by being boomed or otherwise secured to the towing vehicle; and

(b) that is ordinarily used for transporting long or irregular shaped loads including poles, pipes, or structural members generally capable of sustaining themselves as beams between the supporting connections.

~~[(52)]~~ (53) "Private road or driveway" means every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons.

~~[(53)]~~ (54) "Railroad" means a carrier of persons or property upon cars operated on stationary rails.

~~[(54)]~~ (55) "Railroad sign or signal" means a sign, signal, or device erected by authority of a public body or official or by a railroad and intended to give notice of the presence of railroad tracks or the approach of a railroad train.

~~[(55)]~~ (56) "Railroad train" means a locomotive propelled by any form of energy, coupled with or operated without cars, and operated upon rails.

~~[(56)]~~ (57) "Right-of-way" means the right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under circumstances of direction, speed, and proximity that give rise to danger of collision unless one grants precedence to the other.

~~[(57)]~~ (58) (a) "Roadway" means that portion of highway improved, designed, or ordinarily used for vehicular travel.

(b) "Roadway" does not include the sidewalk, berm, or shoulder, even though any of them are used by persons riding bicycles or other human-powered vehicles.

(c) "Roadway" refers to any roadway separately but not to all roadways collectively, if a highway includes two or more separate roadways.

~~[(58)]~~ (59) "Safety zone" means the area or space officially set apart within a roadway for the exclusive use of pedestrians and that is protected, marked, or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

325 ~~[(59)]~~ (60) (a) "School bus" means a motor vehicle that:

326 (i) complies with the color and identification requirements of the most recent edition of
327 "Minimum Standards for School Buses"; and

328 (ii) is used to transport school children to or from school or school activities.

329 (b) "School bus" does not include a vehicle operated by a common carrier in
330 transportation of school children to or from school or school activities.

331 ~~[(60)]~~ (61) (a) "Semitrailer" means a vehicle with or without motive power:

332 (i) designed for carrying persons or property and for being drawn by a motor vehicle;
333 and

334 (ii) constructed so that some part of its weight and that of its load rests on or is carried
335 by another vehicle.

336 (b) "Semitrailer" does not include a pole trailer.

337 ~~[(61)]~~ (62) "Shoulder area" means:

338 (a) that area of the hard-surfaced highway separated from the roadway by a pavement
339 edge line as established in the current approved "Manual on Uniform Traffic Control Devices";
340 or

341 (b) that portion of the road contiguous to the roadway for accommodation of stopped
342 vehicles, for emergency use, and for lateral support.

343 ~~[(62)]~~ (63) "Sidewalk" means that portion of a street between the curb lines, or the
344 lateral lines of a roadway, and the adjacent property lines intended for the use of pedestrians.

345 ~~[(63)]~~ (64) "Solid rubber tire" means a tire of rubber or other resilient material that
346 does not depend on compressed air for the support of the load.

347 ~~[(64)]~~ (65) "Stand" or "standing" means the temporary halting of a vehicle, whether
348 occupied or not, for the purpose of and while actually engaged in receiving or discharging
349 passengers.

350 ~~[(65)]~~ (66) "Stop" when required means complete cessation from movement.

351 ~~[(66)]~~ (67) "Stop" or "stopping" when prohibited means any halting even momentarily

of a vehicle, whether occupied or not, except when:

(a) necessary to avoid conflict with other traffic; or

(b) in compliance with the directions of a peace officer or traffic-control device.

~~[(67)]~~ (68) "Street-legal all-terrain vehicle" or "street-legal ATV" means an all-terrain type I vehicle, all-terrain type II vehicle, or all-terrain type III vehicle, that is modified to meet the requirements of Section 41-6a-1509 to operate on highways in the state in accordance with Section 41-6a-1509.

~~[(68)]~~ (69) "Traffic" means pedestrians, ridden or herded animals, vehicles, and other conveyances either singly or together while using any highway for the purpose of travel.

~~[(69)]~~ (70) "Traffic signal preemption device" means an instrument or mechanism designed, intended, or used to interfere with the operation or cycle of a traffic-control signal.

~~[(70)]~~ (71) "Traffic-control device" means a sign, signal, marking, or device not inconsistent with this chapter placed or erected by a highway authority for the purpose of regulating, warning, or guiding traffic.

~~[(71)]~~ (72) "Traffic-control signal" means a device, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and permitted to proceed.

~~[(72)]~~ (73) (a) "Trailer" means a vehicle with or without motive power designed for carrying persons or property and for being drawn by a motor vehicle and constructed so that no part of its weight rests upon the towing vehicle.

(b) "Trailer" does not include a pole trailer.

~~[(73)]~~ (74) "Truck" means a motor vehicle designed, used, or maintained primarily for the transportation of property.

~~[(74)]~~ (75) "Truck tractor" means a motor vehicle:

(a) designed and used primarily for drawing other vehicles; and

(b) constructed to carry a part of the weight of the vehicle and load drawn by the truck tractor.

~~[(75)]~~ (76) "Two-way left turn lane" means a lane:

(a) provided for vehicle operators making left turns in either direction;
(b) that is not used for passing, overtaking, or through travel; and
(c) that has been indicated by a lane traffic-control device that may include lane markings.

~~[(76)]~~ (77) "Urban district" means the territory contiguous to and including any street, in which structures devoted to business, industry, or dwelling houses are situated at intervals of less than 100 feet, for a distance of a quarter of a mile or more.

~~[(77)]~~ (78) "Vehicle" means a device in, on, or by which a person or property is or may be transported or drawn on a highway, except a mobile carrier, as defined in Section 41-6a-1120, or a device used exclusively on stationary rails or tracks.

Section 2. Section 41-6a-526 is amended to read:

41-6a-526. Drinking alcoholic beverage and open containers in motor vehicle prohibited -- Definitions -- Exceptions.

(1) As used in this section:

(a) "Alcoholic beverage" has the same meaning as defined in Section 32B-1-102.

(b) "Chartered bus" has the same meaning as defined in Section 32B-1-102.

(c) "Limousine" has the same meaning as defined in Section 32B-1-102.

(d) (i) "Passenger compartment" means the area of the vehicle normally occupied by the operator and passengers.

(ii) "Passenger compartment" includes areas accessible to the operator and passengers while traveling, including a utility or glove compartment.

(iii) "Passenger compartment" does not include a separate front or rear trunk compartment or other area of the vehicle not accessible to the operator or passengers while inside the vehicle.

(e) "Waters of the state" has the same meaning as defined in Section 73-18-2.

(2) A person may not drink an alcoholic beverage while operating a golf cart, a motor vehicle, a motor assisted scooter, or a class 2 electric assisted bicycle, or while a passenger in a

motor vehicle, whether the vehicle is moving, stopped, or parked on any highway or waters of the state.

(3) A person may not keep, carry, possess, transport, or allow another to keep, carry, possess, or transport in the passenger compartment of a motor vehicle, on a golf cart, on a motor assisted scooter, or on a class 2 electric assisted bicycle, when the vehicle is on any highway or waters of the state, any container that contains an alcoholic beverage if the container has been opened, its seal broken, or the contents of the container partially consumed.

(4) Subsections (2) and (3) do not apply to a passenger:

(a) in the living quarters of a motor home or camper;

(b) who has carried an alcoholic beverage onto a limousine or chartered bus that is in compliance with Subsections 32B-4-415(4)(b) and (c); or

(c) in a motorboat on the waters of the state.

(5) Subsection (3) does not apply to passengers traveling in any licensed taxicab or bus.

(6) A violation of Subsection (2) or (3) is a class C misdemeanor.

Section 3. Section 41-6a-706.5 is amended to read:

41-6a-706.5. Definitions -- Operation of motor vehicle near a vulnerable user of a highway prohibited -- Endangering a vulnerable user of a highway prohibited.

(1) As used in this section, "vulnerable user of a highway" means:

(a) a pedestrian, including a person engaged in work upon a highway or upon utilities facilities along a highway or providing emergency services within the right-of-way of a highway;

(b) a person riding an animal; or

(c) a person operating any of the following on a highway:

(i) a farm tractor or implement of husbandry, without an enclosed shell;

(ii) a skateboard;

(iii) roller skates;

(iv) in-line skates;

- (v) a bicycle;
- (vi) an electric-assisted bicycle;
- (vii) an electric personal assistive mobility device;
- (viii) a moped;
- (ix) a motor assisted scooter;
- (x) a motor-driven cycle;
- (xi) a motorcycle; ~~[or]~~
- (xii) a manual wheelchair~~[-];~~ or
- (xiii) a golf cart.

(2) An operator of a motor vehicle may not knowingly, intentionally, or recklessly:

- (a) operate a motor vehicle within three feet of a vulnerable user of a highway;
- (b) distract or attempt to distract a vulnerable user of a highway for the purpose of causing violence or injury to the vulnerable user of a highway;
- (c) force or attempt to force a vulnerable user of a highway off of the roadway for a purpose unrelated to public safety; or
- (d) cause a motor vehicle to emit an excessive amount of exhaust in a manner that distracts or endangers a vulnerable user of a highway.

(3) (a) Except as provided in Subsection (3)(b), a violation of Subsection (2) is an infraction.

(b) A violation of Subsection (2) that results in bodily injury to the vulnerable user of a highway is a class C misdemeanor.

Section 4. Section **41-6a-1510** is enacted to read:

41-6a-1510. Golf carts -- Operation on highways -- Registration, licensing requirements, titling, and taxes.

(1) (a) In accordance with this section and Section 10-8-30, a municipality may, by ordinance, allow a person to operate a golf cart on specified highways under the jurisdiction of the municipality.

(b) A person may not operate a golf cart on a highway unless authorized by the municipality in which the highway is located.

(c) If a municipality allows the operation of a golf cart on a highway in the municipality's jurisdiction, the municipality shall provide sufficient parameters regarding the operation of a golf cart on a highway to ensure public safety, including specifying:

(i) on which highways a person may operate a golf cart;

(ii) who may operate a golf cart on a highway; and

(iii) hours during which a golf cart may operate on a highway.

(2) Subject to Subsection (4), a person operating a golf cart has all the rights and is subject to the provisions of this chapter applicable to the operator of any other vehicle.

(3) A golf cart is exempt from the requirements of:

(a) titling, odometer statement, vehicle identification, license plates, and registration under Title 41, Chapter 1a, Motor Vehicle Act;

(b) the county motor vehicle emissions inspection and maintenance programs under Section [41-6a-1642](#);

(c) motor vehicle insurance under Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act;

(d) driver licensing under Title 53, Chapter 3, Uniform Driver License Act; and

(e) the uniform statewide fee described in Section [59-2-405.2](#).

(4) Except as described in Subsections [41-6a-526](#)(2) and (3), a golf cart shall comply with the same requirements as a bicycle for traffic rules under Title 41, Chapter 6a, Traffic Code.

Section 5. Section **63I-1-241** is amended to read:

63I-1-241. Repeal dates, Title 41.

(1) Subsection [41-1a-1201](#)(9), related to the Spinal Cord and Brain Injury Rehabilitation Fund, is repealed January 1, 2023.

(2) The following subsections addressing lane filtering are repealed on July 1, 2022:

- 487 (a) Subsection [41-6a-102](#)~~[(29)]~~(30) that defines "lane filtering";
- 488 (b) Subsection [41-6a-704](#)(5); and
- 489 (c) Subsection [41-6a-710](#)(1)(c).
- 490 (3) Subsection [41-6a-1406](#)(6)(b)(iii), related to the Spinal Cord and Brain Injury
- 491 Rehabilitation Fund, is repealed January 1, 2023.
- 492 (4) Subsection [41-22-8](#)(3), related to the Spinal Cord and Brain Injury Rehabilitation
- 493 Fund, is repealed January 1, 2023.

Effective 5/12/2020

41-6a-1510 Golf carts -- Operation on highways -- Registration, licensing requirements, titling, and taxes.

- (1)
 - (a) In accordance with this section and Section 10-8-30, a municipality may, by ordinance, allow a person to operate a golf cart on specified highways under the jurisdiction of the municipality.
 - (b) A person may not operate a golf cart on a highway unless authorized by the municipality in which the highway is located.
 - (c) If a municipality allows the operation of a golf cart on a highway in the municipality's jurisdiction, the municipality shall provide sufficient parameters regarding the operation of a golf cart on a highway to ensure public safety, including specifying:
 - (i) on which highways a person may operate a golf cart;
 - (ii) who may operate a golf cart on a highway; and
 - (iii) hours during which a golf cart may operate on a highway.
- (2) Subject to Subsection (4), a person operating a golf cart has all the rights and is subject to the provisions of this chapter applicable to the operator of any other vehicle.
- (3) A golf cart is exempt from the requirements of:
 - (a) titling, odometer statement, vehicle identification, license plates, and registration under Title 41, Chapter 1a, Motor Vehicle Act;
 - (b) the county motor vehicle emissions inspection and maintenance programs under Section 41-6a-1642;
 - (c) motor vehicle insurance under Title 41, Chapter 12a, Financial Responsibility of Motor Vehicle Owners and Operators Act;
 - (d) driver licensing under Title 53, Chapter 3, Uniform Driver License Act; and
 - (e) the uniform statewide fee described in Section 59-2-405.2.
- (4) Except as described in Subsections 41-6a-526(2) and (3), a golf cart shall comply with the same requirements as a bicycle for traffic rules under Title 41, Chapter 6a, Traffic Code.

Enacted by Chapter 84, 2020 General Session

**CENTERVILLE
CITY COUNCIL
Staff Backup Report
9/7/2021**

Item No. 8.

Short Title: Municipal Code Amendments - Budgets and Tax Levy - Statutory Updates

Initiated By: Lisa Romney, City Attorney

Staff Representative: Lisa Romney, City Attorney

SUBJECT

Consider Ordinance No. 2021-20 amending various provisions of Title 5 (Revenue and Finance) to bring such provisions into compliance with State law

RECOMMENDATION

Approve Ordinance No. 2021-20 amending various provisions of Title 5 (Revenue and Finance) to bring such provisions into compliance with State law.

BACKGROUND

Certain Municipal Code amendments are needed to bring our ordinances into compliance with recent State law amendments. Section 5.03.080 and Section 5.05.010 need to be amended to reflect the new deadline for adoption of the final budget and property tax levy when pursuing a truth in taxation property tax increase. The Utah Legislature changed this deadline from August 17 to September 1 with the adoption of HB 446 (2019). Section 5.03.150 also needs to be amended to reflect the new accumulated fund balance maximum. The Utah Legislature increased the accumulated fund balance maximum from 25% to 35% of total revenues with the adoption of HB 128 (2021). The attached Ordinance No. 2021-20 has been prepared to reflect these suggested changes.

ATTACHMENTS:

Description

- Ordinance No. 2021-20 - Budgets and Tax Levy

ORDINANCE NO. 2021-20

AN ORDINANCE AMENDING SECTION 5.03.080 OF THE CENTERVILLE MUNICIPAL CODE REGARDING FINAL BUDGET, SECTION 5.03.150 OF THE SAME REGARDING ACCUMULATED FUND BALANCE, AND SECTION 5.05.010 OF THE SAME REGARDING PROPERTY TAX LEVY

WHEREAS, the City Council has previously adopted Title 5 of the Centerville Municipal Code regarding Revenue and Finance; and

WHEREAS, the City Council desires to amend Section 5.03.080 of the Centerville Municipal Code regarding Final Budget, Section 5.03.150 of the same regarding Accumulated Fund Balance, and Section 5.05.010 of the same regarding Property Tax Levy to comply with recent amendments to applicable State law provisions adopted by the Utah Legislature in HB 446 (2019) and HB 128 (2021); and

WHEREAS, the City Council finds that the proposed amendments to various sections of Title 5 (Revenue and Finance) of the Centerville Municipal Code regarding are in the best interest of the public and will bring City ordinances into compliance with applicable State law provisions.

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

Section 1. Amendment. Section 5.03.080 of the Centerville Municipal Code regarding the Final Budget is hereby amended to read in its entirety as follows:

5.03.080. Final Budget

The City Council shall, by resolution or ordinance, adopt a final budget for the ensuing fiscal period for each fund for which a budget is required herein before June 22 of each fiscal period, or September 1 ~~August 17~~ in the case of a property tax increase under Utah Code §§ 59-2-919 through 59-2-923. Upon final adoption, the budgets shall be in effect for the budget period, subject to amendment.

Section 2. Amendment. Section 5.03.150 of the Centerville Municipal Code regarding Accumulated Fund Balance is hereby amended to read in its entirety as follows:

5.03.150. Accumulated Fund Balance

- (a) All Funds. The City may accumulate retained earnings or fund balances, as appropriate, in any fund in accordance with applicable provisions of the Uniform Fiscal Procedures Act and the Uniform Accounting Manual.
- (b) General Fund. Accumulated fund balances in the General Fund are restricted to purposes permitted by law. Any fund balance in excess of 5% of the total revenues of the General Fund may be utilized for budget purposes. Except as otherwise provided in the Uniform Fiscal Procedures Act or the Uniform Accounting Manual, any

accumulated fund balance in the General Fund shall not exceed ~~35% 25%~~ of the total revenue of the General Fund for the current fiscal period. If there is a deficit fund balance at the close of the last completed fiscal year, the City Council shall include an item of appropriation for the deficit in the current budget of the fund in accordance with Utah Code § 10-6-117.

- (c) Capital Improvement Fund. Within a capital improvement fund, the City Council may, in any budget period, appropriate from estimated revenue or fund balance to a reserve for capital improvements for purposes set forth in the Uniform Fiscal Procedures Act and the Uniform Accounting Manual.

Section 3. Amendment. Section 5.05.010 of the Centerville Municipal Code regarding the Property Tax Rate is hereby amended to read in its entirety as follows:

5.05.010. Property Tax Rate

The City Council shall by resolution or ordinance set the real and personal property tax levy for various municipal purposes before June 22 of each year, or ~~September 1 August 17~~ in the case of a property tax rate increase under Utah Code §§ 59-2-919 through 59-2-923; provided, the City Council may set the levy at an appropriate later date with approval of the State Tax Commission. The City Recorder shall certify the ordinance or resolution setting the levy to the county auditor as required by State law.

Section 4. Severability. If any section, part or provision of this Ordinance is held invalid or unenforceable, 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 5. Effective Date. This Ordinance shall become effective immediately upon publication or posting, or thirty (30) days after passage, which occurs first.

PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 7th DAY OF SEPTEMBER, 2021.

CENTERVILLE CITY

ATTEST:

Jennifer Hansen, City Recorder

By: _____
Mayor Clark A. Wilkinson

Voting by the City Council:

	“AYE”	“NAY”	“ABSENT”
Councilmember Fillmore	_____	_____	_____
Councilmember Ince	_____	_____	_____
Councilmember Ivie	_____	_____	_____
Councilmember McEwan	_____	_____	_____
Councilmember Mecham	_____	_____	_____

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provisions of the U.C.A. § 10-3-713, as amended, I, the municipal recorder of Centerville City, hereby certify that foregoing ordinance was duly passed by the City Council and published, or posted at: (1) 250 North Main; (2) 655 North 1250 West; and (3) RB’s Gas Station, on the foregoing referenced dates.

JENNIFER HANSEN, City Recorder

DATE: _____

RECORDED this ____ day of _____, 2021.

PUBLISHED OR POSTED this ____ of _____, 2021.

CENTERVILLE

Staff Backup Report

9/7/2021

Item No. 9.

Short Title: Summary Action Calendar

Initiated By: 1) Lt. Allen Ackerson 2-3) Mike Carlson, Public Works Director

Staff Representative: 1) Lt. Allen Ackerson 2-3) Mike Carlson, Public Works Director

SUBJECT

- 1) Purchase of (3) Ford Police Interceptor Utility (PIU) vehicles and (1) unmarked
- 2) Purchase of two budgeted Water Department trucks with shells and in-bed toolboxes
- 3) Purchase of the budget item Caterpillar Model CB2.7 Paving Compaction Roller and trailer

RECOMMENDATION

- 1) Approve the purchase of (3) Ford Police Interceptor Utility (PIU) vehicles
- 2) We recommend purchasing two 2022 Chevrolet Silverado 2500 HD trucks from Young Chevrolet for \$34,683.00 per truck with a total of \$69,366.00. The State Contract number is AV2522.
We recommend purchasing two shells with toolboxes from Sam T Evans for \$4,599.00 per shell with a total cost of \$9,198.00.
 - Total cost per truck \$39,282.00
 - Total cost for both trucks \$78,564.00
- 3) We recommend purchasing Wheeler Machinery Caterpillar Model CN2.7, which is on state bid number MA3383 for \$47,950.00.
We recommend purchasing a new roller trailer from Wheeler Machinery for \$9,278.00, which is on state bid number MA3383.
 - Total Cost is \$57,228.00

BACKGROUND

1) Police Vehicles:

The FY22 budget allocated funds for the purchase of (3) marked patrol vehicles (the Ford Police Interceptor Utility (PIU)) and (1) unmarked. I've attached quotes from Ken Garff West Valley Ford (Quote \$G514) for \$37,628 each for the PIUs and (Quote G490) for \$32,119 for a civilian F150. These prices are on state contract (contract# AV2527). The total on the (4) vehicles is \$145,003.

These vehicles are identical to our previous vehicles, with the exception that the PIUs are hybrids. The hybrid PIU's have the advantage of being \$800 cheaper than the ECO boost model and will use fuel much more efficiently. The EPA estimated combined fuel rating for the hybrid PIU is 24 MPG, which is 41% better than the ECO Boost's 17 MPG.

Gas prices have become a major concern for the police department. Gas prices have risen from \$2.46/gallon

a year ago to the current \$3.87... a 57% increase. If we find the hybrids to be reliable and functional as patrol vehicles, it'll take approximately 6 years to replace our fleet. The addition of 3 PIU's this year will have an anticipated savings of 809 gallons per year per car, which is \$3,132 per year per car at current gas prices.

2) Water Department Trucks:

- With the trucks being state bid, no other bids were received.

Shells:

- Sam T Evans met our truck specifications at a cost of \$4,599.00 per shell
- Rhino Lining and Terry Tops did not meet the specifications. Missing from their bids were a side toolbox and a side door. They did not have any option or upgrade for this. Total \$4,399.75 per shell
- We could not find another manufacture who carried the type of shells that were close to our specifications.

Finance Notes:

- If we order now, we will not see the trucks and shell until November of 2021 at which that is when the payment will be due.

3) Roller and Trailer

The roller and trailer are being replaced because our roller is worn out and our current trailer will not haul this new roller because it's not wide enough. If we order now for payment, the Roller will arrive mid- October or November.

ATTACHMENTS:

Description

- ☐ Quote #G514 Revised Hybrid
- ☐ Quote #G490 F150
- ☐ Young Chevrolet State Contract
- ☐ Sam Evans Shells and Toolbox quote
- ☐ T6 - 6" Channel Tilt Spec Sheet
- ☐ UCOM Brochure
- ☐ Caterpillar Quote
- ☐ Tilt Trailer Quote

Quote \$G514 Revised Hybrid

Centerville City Police Department

Prepared For: Allen Ackerson

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD



Ken Garff Government Price

\$37,628.00



TARA MASON

Commercial Acct Manager

Contract #AV2527

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8A	2022 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
JS	Iconic Silver Metallic

ENGINE

CODE	DESCRIPTION
99W	Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)

TRANSMISSION

CODE	DESCRIPTION
44B	Transmission: 10-Speed Automatic (STD)

OPTION PACKAGE

CODE	DESCRIPTION
500A	Order Code 500A

AXLE RATIO

CODE	DESCRIPTION
—	3.73 Axle Ratio (STD)

PRIMARY PAINT

CODE	DESCRIPTION
JS	Iconic Silver Metallic

SEAT TYPE

CODE	DESCRIPTION
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 14422, Data updated Aug 8, 2021 11:07:00 PM PDT

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
76D	Underbody Deflector Plate -inc: Engine and transmission shield

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
51T	Driver Only LED Spot Lamp (Whelen)
92G	2nd Row, Rear Quarter & Liftgate Window Solar Tint -inc: Deletes privacy glass
153	Front License Plate Bracket

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike
17A	Rear Auxiliary Air Conditioning
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps
76R	Reverse Sensing System

Options Total

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

Police/Fire

1670# Maximum Payload

GVWR: 6,840 lbs (3,103 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Exterior

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Interior

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD

MSRP:\$40,980.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Iconic Silver Metallic

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection Hybrid System

Transmission: 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD	\$40,980.00
OPTIONS		
99W	Engine: 3.3L V6 Direct-Injection Hybrid System	\$0.00
44B	Transmission: 10-Speed Automatic	\$0.00
500A	Order Code 500A	\$0.00
—	3.73 Axle Ratio	\$0.00
JS	Iconic Silver Metallic	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
76D	Underbody Deflector Plate	\$335.00
51T	Driver Only LED Spot Lamp (Whelen)	\$420.00
92G	2nd Row, Rear Quarter & Liftgate Window Solar Tint	\$120.00
153	Front License Plate Bracket	\$0.00
68G	Rear-Door Controls Inoperable	\$75.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
17A	Rear Auxiliary Air Conditioning	\$610.00
43D	Dark Car Feature	\$25.00
17T	Switchable Red/White Lighting in Cargo Area	\$50.00
55B	BLIS Blind Spot Monitoring w/Cross Traffic Alert	\$545.00
76R	Reverse Sensing System	\$275.00
SUBTOTAL		\$43,775.00
Adjustments Total		\$0.00
Destination Charge		\$1,245.00

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Vehicle: [Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD ( Complete)

TOTAL PRICE

\$45,020.00

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

Quote #G490

Centerville City Police Dept

Prepared For: Allen Ackerson

801-677-6426

ellen.ackerson@centervilleutah.gov

Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box



Ken Garff Government Price

\$32,119.00



TARA MASON
Commercial Acct Manager
Contract #AV2527

Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
W1E	2021 Ford F-150 XL 4WD SuperCrew 5.5' Box	\$40,160.00

COLORS

CODE	DESCRIPTION
JX	Lead Foot

ENGINE

CODE	DESCRIPTION	MSRP
99P	Engine: 2.7L V6 EcoBoost -inc: auto start-stop technology, 3.55 Axle Ratio, GVWR: 6,600 lbs Payload Package	\$1,195.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44G	Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
101A	Equipment Group 101A High -inc: Reverse Sensing System, Cruise Control *GROSS*	\$920.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
X19	3.55 Axle Ratio	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
64R	Wheels: 18" 6-Spoke Machined-Aluminum -inc: magnetic painted pockets	Inc.

TIRES

CODE	DESCRIPTION	MSRP
T88	Tires: 275/65R18 OWL A/T	\$0.00

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Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
JX	Lead Foot	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
JB	Black, Unique Sport Cloth 40/Console/40 Front-Seats -inc: manual driver/passenger lumbar and flow-through console w/steering column mounted shift	\$295.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
53A	Trailer Tow Package -inc: Towing capability up to TBD lbs, tailgate LED, Class IV Trailer Hitch Receiver, towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness w/7-pin-to-4-pin adapter and smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available.), Integrated Trailer Brake Controller	\$1,090.00
61S	STX Appearance Package -inc: Box Side Decals, Fog Lamps, Wheels: 18" 6-Spoke Machined-Aluminum, magnetic painted pockets, Tires: 275/65R18 OWL A/T, Body-Color Surround w/Black Mesh Insert Grille, black mesh insert, Manual Driver/Passenger Lumbar, Rear Window Fixed Privacy Glass, Driver/Passenger Seat Back Pocket, Body-Color Front & Rear Bumpers, body-color front fascia, Rear Window Defroster *GROSS*	\$1,780.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
53B	Class IV Trailer Hitch Receiver -inc: towing capability up to TBD lbs, on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs, on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7-pin wiring harness w/7-pin-to-4-pin adapter and smart trailer tow connector (BLIS w/trailer tow coverage where BLIS is available.)	Inc.
67T	Integrated Trailer Brake Controller	Inc.
—	GVWR: 6,600 lbs Payload Package	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
153	Front License Plate Bracket -inc: Standard in states requiring 2 license plates, optional to all others	\$0.00
18B	Black Platform Running Boards	\$250.00
55B	BoxLink -inc: 4 premium locking cleats	\$80.00
57Q	Rear Window Defroster	Inc.
595	Fog Lamps	Inc.
924	Rear Window Fixed Privacy Glass	Inc.

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Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
50S	Cruise Control	Inc.
76R	Reverse Sensing System	Inc.

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	MSRP
—	Equipment Group 101A High savings *DISCOUNT*	(\$750.00)
—	STX Appearance Package savings *DISCOUNT*	(\$750.00)
Options Total		\$4,110.00

Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 PFDI -inc: auto start-stop technology and flex-fuel capability (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut (STD)

3.73 Axle Ratio (STD)

Transmission w/SelectShift Sequential Shift Control

Electronic Transfer Case

Part-Time Four-Wheel Drive

70-Amp/Hr 610CCA Maintenance-Free Battery w/Run Down Protection

200 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

1765# Maximum Payload

GVWR: 6,470 lbs Payload Package

Gas-Pressurized Shock Absorbers

Front Anti-Roll Bar

Electric Power-Assist Steering

Single Stainless Steel Exhaust

26 Gal. Fuel Tank

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 17" Silver Steel (STD)

Tires: 265/70R17 OWL A/T (STD)

Regular Box Style

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Rear Step Bumper

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Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Exterior

Black Front Bumper w/Body-Colored Rub Strip/Fascia Accent and 2 Tow Hooks

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window

Light Tinted Glass

Variable Intermittent Wipers

Aluminum Panels

Black Grille

Tailgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Ford Co-Pilot360 - Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Cargo Lamp w/High Mount Stop Light

Perimeter/Approach Lights

Auto High Beam

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control, Radio Data System and SYNC 4 External Memory Control

Radio: AM/FM Stereo w/6 Speakers -inc: auxiliary audio input jack

Fixed Antenna

Interior

Cloth 40/20/40 Front Seat -inc: 2-way manual driver/passenger adjustment and armrest

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement

4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement

60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp and Trip Odometer

Power Rear Windows

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Rear Cupholder

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Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Interior

Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Interior Trim -inc: Cabback Insulator and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Pickup Cargo Box Lights
Smart Device Remote Engine Start
SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual
Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Outside Temp Gauge
Analog Appearance
Lane-Keeping System -inc: lane-keeping alert, lane-keeping aid and driver alert
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning and dynamic brake support
Rear View Camera
Front Center Armrest
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Perimeter Alarm
1 12V DC Power Outlet

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Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Airbag Occupancy Sensor

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Safety Canopy System Curtain 1st And 2nd Row Airbags

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Rear Child Safety Locks

Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

Window Sticker

SUMMARY

[Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box

MSRP:\$40,160.00

Interior:Black, Unique Sport Cloth 40/Console/40 Front-Seats

Exterior 1:Lead Foot

Exterior 2:No color has been selected.

Engine: 2.7L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1E	[Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box	\$40,160.00
OPTIONS		
101A	Equipment Group 101A High	\$920.00
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$250.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
50S	Cruise Control	Inc.
53A	Trailer Tow Package	\$1,090.00
53B	Class IV Trailer Hitch Receiver	Inc.
55B	BoxLink	\$80.00
57Q	Rear Window Defroster	Inc.
595	Fog Lamps	Inc.
61S	STX Appearance Package	\$1,780.00
64R	Wheels: 18" 6-Spoke Machined-Aluminum	Inc.
67T	Integrated Trailer Brake Controller	Inc.
76R	Reverse Sensing System	Inc.
924	Rear Window Fixed Privacy Glass	Inc.
99P	Engine: 2.7L V6 EcoBoost	\$1,195.00
JB	Black, Unique Sport Cloth 40/Console/40 Front-Seats	\$295.00
JX	Lead Foot	\$0.00
T88	Tires: 275/65R18 OWL A/T	\$0.00
X19	3.55 Axle Ratio	\$0.00

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Vehicle: [Fleet] 2021 Ford F-150 (W1E) XL 4WD SuperCrew 5.5' Box ( Complete)

—	GVWR: 6,600 lbs Payload Package	\$0.00
—	Equipment Group 101A High savings	(\$750.00)
—	STX Appearance Package savings	(\$750.00)
SUBTOTAL		\$44,270.00
	Adjustments Total	\$0.00
	Destination Charge	\$1,695.00
	TOTAL PRICE	\$45,965.00

FUEL ECONOMY

Est City:19 MPG

Est Highway:24 MPG

Est Highway Cruising Range:624.00 mi



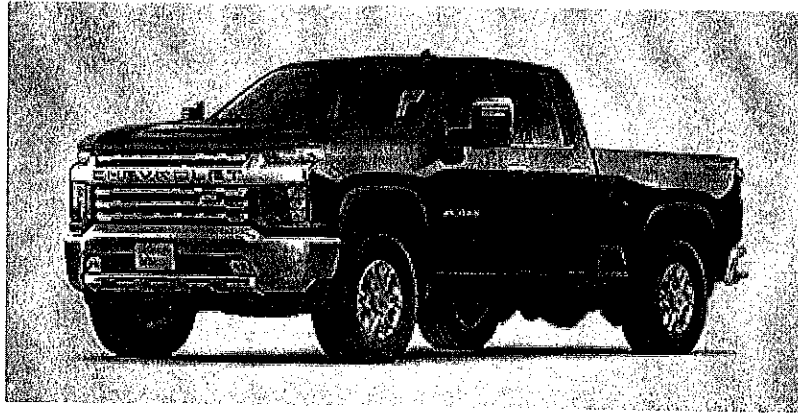
Young Chevrolet

Scott Brown | 801-927-1851 | sbrown@youngauto.net

To: Centerville City
From: Young Chevrolet

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck

AV2522
(order)



2022 State Contract
\$ 34,283.00 Truck
+ 400.00 Spray In Liner

\$ 34,683.00

Approved by X _____

Date X _____

PO X _____



Young Chevrolet

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✓
Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$40,700.00
Total Options	\$2,695.00
Vehicle Subtotal	\$43,395.00
Destination Charge	\$1,695.00
Grand Total	\$45,090.00

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Data Version: 14477. Data Updated: Aug 16, 2021 12:43:00 AM PDT.



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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (Complete) (✓)

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK20953	2022 Chevrolet Silverado 2500HD 4WD Double Cab 162" Work Truck	\$40,700.00

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

BODY CODE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
E63	Durabed, pickup bed (STD)	0.00 lbs	0.00 lbs	\$0.00

EMISSIONS				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

ENGINE				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION				
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (Complete) (✓)

GVWR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
C7G	GVWR, 10,500 lbs. (4763 kg) (STD) (Included and only available with CC20943 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20953 and (L8T) 6.6L V8 gas engine with 17" wheels.)	0.00 lbs	0.00 lbs	\$0.00

AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs	\$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	0.00 lbs	0.00 lbs	\$0.00

TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QXT	Tires, LT265/70R17E all-terrain, blackwall (Included with (Z71) Z71 Off-Road Package.)	0.00 lbs	0.00 lbs	\$200.00

SPARE TIRE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZXT	Tire, spare LT265/70R17E all-terrain, blackwall (Included and only available with (QXT) LT265/70R17E all-terrain, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QXT) LT265/70R17E all-terrain, blackwall tires are ordered.)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✓
Complete)

PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)	0.00 lbs	0.00 lbs	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H0U	Jet Black, Cloth seat trim (On 1WT models requires (A2X) 10-way power driver seat adjuster and (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. 1CX models require (PCX) Custom Convenience Package, (A2X) 10-way power driver seat adjuster and (KI4) Power outlet.)	0.00 lbs	0.00 lbs	\$0.00

RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✓
Complete)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring/Camper Package.)	0.00 lbs	0.00 lbs	\$300.00
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trailering with heated upper glass (Not available with (PCV) WT Convenience Package.	0.00 lbs	0.00 lbs	\$760.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.)	0.00 lbs	0.00 lbs	\$275.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	0.00 lbs	0.00 lbs	Inc.

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (Complete) (✓)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
DBG	Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.	0.00 lbs	0.00 lbs	Inc.
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper with (E63) Durabed, pickup bed. Available with (ZW9) pickup bed delete. Included with (PQA) WT Safety Package.)	0.00 lbs	0.00 lbs	\$200.00
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)	0.00 lbs	0.00 lbs	\$0.00

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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✓
Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at www.gmupfitter.com	0.00 lbs	0.00 lbs	\$150.00
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package, (KI4) 120-volt power outlet and (H0U) Jet Black interior.)	0.00 lbs	0.00 lbs	\$290.00
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (RGE) Safety Confidence Package.)	0.00 lbs	0.00 lbs	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) instrument panel mounted power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	Inc.
KI4	Power outlet, instrument panel, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs	\$225.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UD7	Rear Park Assist, Ultrasonic (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package, (JL1) trailer brake controller, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (V46) chrome front bumper and (VJH) rear chrome bumper. Not available with (PQA) WT Safety Package or (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs	\$295.00

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Complete)

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
VQ1	Fleet Processing Option	0.00 lbs	0.00 lbs	\$0.00
Options Total		0.00 lbs	0.00 lbs	\$2,695.00


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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (Complete) 

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,500 lbs. (4763 kg) (STD) (Included and only available with CC20943 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20953 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)


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Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (Complete) 

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailing lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 14477. Data Updated: Aug 16, 2021 12:43:00 AM PDT.



Young Chevrolet

Scott Brown | 801-927-1851 | sbrown@youngauto.net

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✓ Complete)

Entertainment

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxillary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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Data Version: 14477. Data Updated: Aug 16, 2021 12:43:00 AM PDT.



Young Chevrolet

Scott Brown | 801-927-1851 | sbrown@youngauto.net

Vehicle: [Fleet] 2022 Chevrolet Silverado 2500HD (CK20953) 4WD Double Cab 162" Work Truck (✓
Complete)

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2022 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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**SAM T EVANS PICKUP COVER AND
TRAILER SALES
3272 WALL AVE
OGDEN UTAH 84401
801-621-3815**

Estimate

Date	Estimate #
8/23/2021	133

Name / Address
center dave walker

Ship To

P.O. No.	Rep

Item	Description	Qty	Rate
SPECIALORDER TEM	SPECIAL ORDER ITEM , 2022 chev 2500 dbl cab w/ 8' beds exterior color wa8624 dealer pricing	1	2,195.00
MISC. PART	side door - driver side	1	289.00
MISC. PART	tool box option c	1	225.00
WINDOOR	72X14 OR SMALLER		175.00
	painted to match		
	lifetime warranty paint and structure		
	rear half door w/ tinted glass		
MISC. PART	interior lights tool box / rear of shell		140.00
	cab hi		
	front picture window		
DECKED SYSTEM	DECKED SYSTEM comes with a d box, crossover box, 2- dividers and a drawganizer		1,385.00
LABOR PER HOUR	LABOR PER HOUR	2	95.00

I the signed Buyer (whether one or more "Buyer"), hereby acknowledge that I have been advised. I understand, that the installation of after-market accessories, parts, or products. Such as truck shells, tonneau covers, bedliners, bug shields, bumpers, running boards. toolboxes, or any other after-market product. Which requires bolts, clamps, screws, clips, adhesive tape, or any other type of installation. Can cause natural wear and tear to my vehicle's metal and/or painted finish. Which wear and tear shall include but is not limited to paint rub. Herien, I sign stating I'm aware of these conditions. SamTEvans does not guarantee any product to be watertight. Deposits on custom ordered merchandise is non-refundable.

SIGN: _____ samtevens.com

Subtotal	\$4,599.00
Sales Tax (0.	\$0.00
Total	\$4,599.00

6" CHANNEL EQUIPMENT TILT (T6)



Length: 16-24' Load Angle: 11°
 Deck Height: 21" Deck Width: 82"
 Couplers: **Bumper Pull**, Gooseneck, & Pintle

GVWR: 14,000 - 15,680 lbs.
 Load Capacity: 10,580 lbs (20 ft Bumper Pull)
 Weight: 3,420 lbs (20 ft Bumper Pull)



HYDRAULIC PROPORTIONING VALVE



Hydraulic Cushioned Gravity Tilt
 Our gravity tilts use a hydraulic cylinder, reservoir, and proportioning valve to control the rate the trailer tilts.



Knife-Edge Tail
 Our 30" diamond plate knife-edge tail makes it super easy to load low clearance equipment like scissor lifts and fork lifts.



Low Load Angles
 The use of torsion axles and our unique frame design allow us to keep our deck heights low, giving us extremely low load angles.

21" DECK HEIGHT	14k BASE GVWR	2 5/16" ADJUSTABLE BULLDOG COUPLER	6" CHANNEL FRAME	3" CHANNEL CROSSMEMBERS	STEEL DIAMOND PLATE FENDERS	14 PLY 235/80/R16 RADIAL TIRES	DEXTER AXLE DEXTER EZ LUBE AXLES	TORSION SUSPENSION	82" WIDE DECK	16" CROSSMEMBER CENTERS	11° LOAD ANGLE	KNIFE-EDGE TAIL	TREATED PINE DECK	7-WAY RV PLUG	LIFETIME LED LIGHTS	POWDER COAT
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Cat[®] CB2.5, CB2.7, CB2.9, CC2.7

Utility Compactors

The Cat[®] line of 2-3 ton utility compactors are well suited for a variety of applications from asphalt work to base compaction and even landscaping. They are designed with industry leading features and performance to get the job done.

Simple to Operate

- Rocker switches and Cat[®] gauge cluster with water tank gauge to help make operation easy
- Variable water spray system to extend time between water fills
- Optional sliding operator seat and dual propel levers for reducing operator fatigue and better job surface visibility

Proven Productivity

- Large 720 mm (28 in) drum diameters for smooth mat finish
- 14 mm (0.55 in) thick drum shells for longer durability
- Dual vibratory frequencies and ballast options to maximize compactive effort
- C1.7T engine with 36 kW (48.2 hp) (gross)

Technology Ready

- ProductLink[™] for remote monitoring of machine location and status
- Optional Compaction Measurement Value (CMV) displayed to the operator for improved compaction performance and consistency

Superior Safety

- High visibility 75 mm (3 in) orange seatbelt to make job site safety visible
- Seat with operator presense sensor to prevent unintended operation while out of the seat
- Slip resistant steps and platform for improved operator safety
- Optional rotating amber beacon

Easy to Service

- Cat controls with ET capability for easy troubleshooting
- Reduced maintenance tasks for quick servicing
- 500 hour oil change interval to reduce maintenance time and costs
- External fuel fill for easy access
- LED lighting for durable and reliable performance
- Uptime kits and customer value agreements available to ensure maximum uptime

Utility Compactor Application Guide											
			0 - 1.8 Tons		1.8 - 3 Tons				3 - 5 Tons		
	Application	Layer Thickness mm (in)	CB1.7	CB1.8	CB2.5 CB2.5 GC	CB2.7 CB2.7 GC	CC2.7 CC2.7 GC	CB2.9	CB4.0	CB4.4	CC4.0
			900 mm (35 in)	1000 mm (39 in)	1000 mm (39 in)	1200 mm (47 in)	1200 mm (47 in)	1300 mm (51 in)	1300 mm (51 in)	1400 mm (55 in)	1300 mm (51 in)
Asphalt	Walking Paths, Driveways, Patchwork	25 - 50 (1 - 2)	Best	Best	Better	Better	Better	Good	Good	Good	Good
		50 - 100 (2 - 3)	Best	Best	Better	Better	Better	Good	Good	Good	Good
	Parking Lots, Urban Streets	25 - 50 (1 - 2)	Better	Best	Best	Best	Best	Best	Better	Better	Better
		50 - 100 (2 - 3)	Better	Better	Best	Best	Best	Best	Better	Better	Best
	Roads, Highways	25 - 50 (1 - 2)	Good	Good	Better	Better	Better	Best	Best	Best	Best
		50 - 100 (2 - 3)	Good	Good	Better	Better	Better	Better	Best	Best	Best
Soil	Landscaping	< 100 (4)	Best	Best	Better	Better	Better	Good	Good	Good	Good
	Small Job Sites	< 100 (4)	Good	Good	Best	Best	Best	Better	Better	Better	Better
	Medium Job Sites	< 100 (4)	Good	Good	Better	Better	Better	Best	Best	Best	Best



Cat® CB2.5, CB2.7, CB2.9, CC2.7 Utility Compactors

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
OPERATOR ENVIRONMENT			POWERTRAIN		
Adjustable Suspension Seat with Operator Presense Switch	✓		Auto Engine Off and Auto Warmup	✓	
ROPS Folding	✓		Air Cleaner, Dual Element	✓	
ROPS Fixed		✓	Engine Belt Guard	✓	
Seat Belt – 75 mm (3 in) high visibility orange	✓		Traction Control (CB2.5, CB2.7, CB2.9)		✓
Operator Console w/ Water Tank Gauge, Emergency Stop, and Glove Box	✓		Fuel Filter, Water Separator, Priming Pump, Water Indicator (CC2.7 only)	✓	
12-volt Power Outlet	✓		TECHNOLOGY		
Horn, Backup Alarm	✓		Telematics – ProductLink™	✓	
Sun Canopy		✓	Remote Flash / Troubleshoot		✓
Seat – Side Shift		✓	CMV - Compaction Measurement Value		✓
Dual Propel Levers		✓	ELECTRICAL		
COMPACTION SYSTEM			LED Working Lights	✓	
Folding Scrapers	✓		Battery Disconnect		✓
Fixed Scrapers		✓	LED Rooding Lights		✓
Vibe Selection – Front, Rear, or both	✓		Rotating Amber Beacon		✓
Pressurized, Triple-Filtration Spray System with Test Mode	✓		OTHER		
Cocoa Mats		✓	Vandal Protection – lockable hood, fuel fill, and controls cover	✓	
Edge Cutter Ready		✓	Biodegradeable Hydraulic Oil		✓
Water Sprayer Antifreeze Kit		✓	Bumpers		✓
Ballast Kit – 200 kg (440 lb) (CB2.5, CB2.7, CB2.9)		✓	Machine Life and Tiedowns	✓	
Ballast Kit – 400 kg (880 lb) (CB2.5, CB2.7, CB2.9)		✓	Offsets Hitch	✓	
Ballast Kit - 100 kg (220 lb) (CC2.7 only)			Single Point Lift		✓
			Custom Paint		✓

Cat® CB2.5, CB2.7, CB2.9, CC2.7 Utility Compactors

Technical Specifications

Engine - Powertrain		
Engine Model	Cat® C1.7T	
Global Emissions	US EPA Tier 4 Final EU Stage V	
Number of Cylinders	3	
Rated Speed	2800 rpm	
Gross Power ISO 14396	36.0 kW	48.2 hp
Net Power ISO 9249 ¹	35.5 kW	47.6 hp
Exhaust gas aftertreatment type	DOC/DPF	

¹ Net Power is calculated at minimum cooling fan speed.

Machine Performance		
Maximum Machine Speed		
CB2.5, CB2.7, CB2.9	12 km/hr	7.5 mph
CC2.7	11 km/hr	6.8 mph
Theoretical Gradeability (no vibe) ²		
CB2.5	44%	
CB2.7	41%	
CB2.9	38%	
CC2.7	50%	

² Actual gradeability may vary based on site conditions and machine configuration. Refer to the Operation and Maintenance Manual for more information.

Vibratory System Specifications		
Frequency		
High	64 Hz	3840 vpm
Low	53 Hz	3180 vpm
Amplitude		
CB2.5	0.51 mm	0.020 in
CB2.7	0.52 mm	0.020 in
CB2.9	0.50 mm	0.020 in
CC2.7	0.52 mm	0.020 in
Maximum Centrifugal Force		
CB2.5	30 kN	6697 lbf
CB2.7	35 kN	7929 lbf
CB2.9	36 kN	8109 lbf
CC2.7	35 kN	7929 lbf

Machine Weights ³		
Standard Machine Operating Weight with ROPS		
CB2.5	2521 kg	5546 lb
CB2.7	2698 kg	5936 lb
CB2.9	2916 kg	6415 lb
CC2.7	2599 kg	5718 lb
Maximum Machine Weight ⁴		
CB2.5	3021 kg	6646 lb
CB2.7	3198 kg	7036 lb
CB2.9	3416 kg	7515 lb
CC2.7	2779 kg	6114 lb
Operating Weight (Front)		
CB2.5	1185 kg	2607 lb
CB2.7	1301 kg	2861 lb
CB2.9	1391 kg	3060 lb
CC2.7	1310 kg	2882 lb
Operating Weight (Rear)		
CB2.5	1336 kg	2939 lb
CB2.7	1398 kg	3075 lb
CB2.9	1525 kg	3355 lb
CC2.7	1289 kg	2836 lb
Weight per Tire – Operating Weight		
CC2.7	322 kg	709 lb
Static Linear Load – Operating Weight (Front)		
CB2.5	11.85 kg/cm	66.2 lb/in
CB2.7	13.0 kg/cm	60.6 lb/in
CB2.9	13.9 kg/cm	59.8 lb/in
CC2.7	13.1 kg/cm	61.0 lb/in
Static Linear Load – Operating Weight (Rear)		
CB2.5	13.36 kg/cm	74.7 lb/in
CB2.7	14.0 kg/cm	65.1 lb/in
CB2.9	15.3 kg/cm	65.6 lb/in

³ Operating Weights include coolant, lubricants, full fuel tank, 50% water, and 80 kg (176 lb) operator.

⁴ Maximum Machine Weight includes all options, heaviest blast configuration, full fluids, and 80 kg (176 lb) operator.

Cat® CB2.5, CB2.7, CB2.9, CC2.7 Utility Compactors

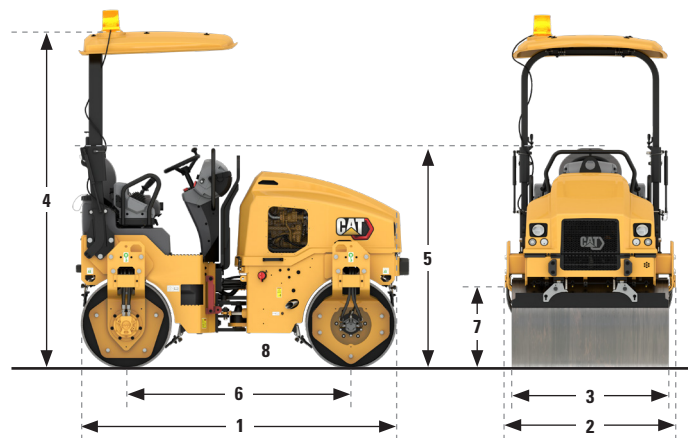
Technical Specifications

Electrical	
System Voltage	12 v
Battery Capacity	750 CCA
Alternator	85 Amp

Dimensions	
1 Overall Length*	2596 mm 102.2 in
2 Overall Width	
CB2.5	1112 mm 43.8 in
CB2.7	1312 mm 51.7 in
CB2.9	1412 mm 55.6 in
CC2.7	1312 mm 51.7 in
3 Drum Width	
CB2.5	1000 mm 39.4 in
CB2.7	1200 mm 47.2 in
CB2.9	1300 mm 51.2 in
CC2.7	1200 mm 47.2 in
Drum Shell Thickness	14 mm 0.6 in
Drum Diameter	720 mm 28.3 in
Drum Offset	50 mm 2.0 in
4 Overall Height	
with ROPS**	2595 mm 102.2 in
with ROPS and Canopy**	2709 mm 106.7 in
5 Transport Height with foldable ROPS	1799 mm 70.8 in
6 Wheelbase	1800 mm 70.9 in
7 Curb Clearance	453 mm 17.8 in
8 Ground Clearance	285 mm 11.2 in
Inside Turning Radius	
CB2.5	2640 mm 103.9 in
CB2.7	2540 mm 100.0 in
CB2.9	2490 mm 98.0 in
CC2.7	2540 mm 100.0 in
Outside Turning Radius	
CB2.5	3640 mm 143.3 in
CB2.7	3740 mm 147.2 in
CB2.9	3790 mm 149.2 in
CC2.7	3740 mm 147.2 in

Miscellaneous	
Articulation Angle	32°
Oscillation Angle	6°
Number of Tires (CC2.7)	4

Service Refill Capacities		
Fuel Tank (total capacity)	55 L	14.37 gal
Water Spray Tank (total capacity)		
CB2.5, CB2.7, CB2.9	200 L	52.80 gal
CC2.7	160 L	42.24 gal
Emulsion Tank (total capacity) CC2.7 only	26 L	6.86 gal
Cooling System	8.3 L	2.19 gal
Engine Oil with Filter	6.3 L	1.66 gal
Hydraulic Tank (service refill)	21 L	5.54 gal



*Bumper option adds 95 mm (3.7 in)
 **Beacon option adds 175 mm (6.8 in)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment.
 See your Cat dealer for available options.

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QEHO2652-01 (05-2021)

Build Number: 03A

HRC





135896-01

August 25, 2021

CENTERVILLE CITY CORP

250 NO MAIN ST
CENTERVILLE, UT 84014

Attention: MARC MARCHANT

Dear Marc Marchant,

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

New Caterpillar Model: CB2.7 Paving Compaction

STOCK NUMBER: AA008936

SERIAL NUMBER: 64800216

YEAR: 2021

SMU: NEW

Thank you for your interest in Wheeler Machinery Co. and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Cody Rhoades
Machine Sales Representative
Wheeler Machinery Co.
crhoades@wheelercat.com
801-232-5820

New Caterpillar Model: CB2.7 Paving Compaction**STANDARD EQUIPMENT**

POWERTRAIN -CAT inline three-cylinder diesel engine -with glow-plug heater -Fuel filter/water separator/electronic -priming pump and electronic water -indicator -Dual element air cleaner with dust -ejection -Hydrostatic transmission -Service and parking brakes -spring -applied hydraulically released

ELECTRICAL -Engine start switch with auto preheat -12-volt starting and charging system -85-ampere alternator -Maintenance free battery -Backup alarm and front facing warning -horn -Product Link ready -Beacon ready

OPERATOR ENVIRONMENT -Gauge Cluster: --Fuel level gauge --Hour meter --Engine Coolant Temperature Gauge -Emergency stop switch -Operator warning system indicators: --Parking brake engaged --Hydraulic oil temperature high --Engine oil low pressure --Electrical system voltage low --Low fuel --Engine preheat --High/low vibe frequency --Beacon status -Lockable, vandalism guard for -instrument panel -Travel control, single lever -Retractable seatbelt -2 platform handrails / single guardrail -Steering wheel spinner -12-volt power point -Sealed storage compartment -Isolated operator platform -Vibration reducing, diesel resistant -rubber floormat -

DRUMS -Two smooth drums: 1200 mm (47") -wide x 720 mm (28") diameter -Single amplitude with dual frequency -vibratory system -Pressurized drum watering system with -selectable continuous or intermittent -flow -

FLUIDS -Premixed 50% concentration of extended -life coolant with freeze protection -to -37C (-35F) -

OTHER STANDARD EQUIPMENT -Lockable engine enclosure with safety -hold open latch -Sealed for life hitch bearings -Sight gauges: --Hydraulic tank level --Engine Coolant -Lockable hydraulic tank cap -Articulated frame with safety lock -3 point hitch -4 transport tie-down and 4 lift points -Quick connect hydraulic pressure -test ports + 1 SOS port -Caterpillar o-ring face-seals couplings -Offset hitch with 50 mm (2") of -manual adjustment -Ecology drains: --Hydraulic Tank --Radiator --Engine Oil -

MACHINE SPECIFICATIONS

CB2.7 03A UTILITY COMPACTOR	543-2140	PRODUCT LINK, CELLULAR PL243	577-1414
LANE 3 ORDER	0P-9003	PLUG (NON-SINGLE LIFT)	503-1603
ENGINE, CAT C1.7T	609-9719	GUARDS, BUMPER	569-8093
LIGHTS, WORKING, LED	568-5154	DRUM SCRAPER, FOLDING	603-5887
SEAT, WITH SAFETY SWITCH	573-5962	OIL, HYD, STANDARD	574-6039
SUPPORT, SLIDING FOR SEAT	364-2279	INSTRUCTIONS, ANSI	574-6030
SEAT BELT, 3"	542-6995	SWITCH, BATTERY DISCONNECT	565-3708
ROPS, FOLDABLE, LOCKABLE	574-6088	SERIALIZED TECHNICAL MEDIA KIT	421-8926
TRAVEL CONTROL, CUP HOLDER	453-9461	ROLL ON-ROLL OFF	0G-0044

State Contract **MA3383**

LIST PRICE	\$61,120.00
STATE CONTRACT DISCOUNT (16% MINIMUM)	(\$9,779.20)
ADDITIONAL DISCOUNT	(\$3,390.80)
SELL PRICE	\$47,950.00

WARRANTY & COVERAGE

12 Month Premier
Remaining 48 Month / 3,000 Hrs. Powertrain + Hydraulics + Technology

F.O.B/TERMS:

SLC, UTAH



135896-01

August 25, 2021

CENTERVILLE CITY CORP

250 NO MAIN ST
CENTERVILLE, UT 84014

Attention: MARC MARCHANT

Dear Marc Marchant,

Thank you for your interest in Wheeler Machinery Co. and its products. I am pleased to provide you with this quote for your consideration.

New PJ Trailer 6" Channel Equipment Tilt

STOCK NUMBER: TBD **SERIAL NUMBER:** **YEAR:** 2021 **SMU:** NEW

Thank you for your interest in Wheeler Machinery Co. and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Scooter Barney
Trailer Sales Representative
Wheeler Machinery Co.
glbarney@wheelercat.com
801-440-8129

New PJ 16' Tilt Trailer

STANDARD EQUIPMENT

14,000 lb GVWR
7,000 lb. X2 GAWR
Demco EZ Latch Adj. 2 5/16 Ball Coupler
Safety Chains
Drop leg jack (10,000 lb)
2- Dexter EZ lube brake axles 7,000 lb
Torsion suspension
4- 16" black mod wheels
4- 235/80R16 Radial Tires -(3520 lb)
Stake Pocket & Rubrails
Electric breakaway Kit w/ Charger
9"X72" treadplate Removable steel fenders
Tool Tray in Tongue
11 degree tilt pitch
3" X 16" Cylinder
6" Channel Frame & Tongue
3" Channel Crossmember 16" on Center
2" Treated Pine Lumber Deck
74" Wide Tilttable Deck
82" between Fenders
DOT Approved Flushmount Lifetime LED Lights
All Weather Wiring Harness (7 way RV)
Sand Blasted, Acid Washed, Powder Coated
10 Year Dexter Torflex axle Warranty
6- D Rings

OPTIONAL EQUIPMENT

16' Tilt Deck
2nd Jack
Spare Tire

State Contract **MA3383**

LIST PRICE	\$10,450.00
STATE CONTRACT DISCOUNT (16% MINIMUM)	(\$1,672.00)
FREIGHT	\$500.00
SELL PRICE	\$9,278.00

WARRANTY & COVERAGE

12 Month

F.O.B/TERMS:

SLC, UTAH

CENTERVILLE

Staff Backup Report 9/7/2021

Item No. 10.

Short Title: Monthly Financial Report

Initiated By: Nate Plaizier, Finance Director

Staff Representative: Nate Plaizier, Finance Director

SUBJECT

July 2021 Monthly Financial Statements

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ▣ July 2021 Financial Statements

Centerville City Corporation

FINANCIAL REPORT

As of July 31, 2021

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Centerville City Corporation
Cash Position by Fund and in Total

Funds																	St Treas
Month	General	RDA	MBA	Rec	RAP	Cemetery	Debt Service	Park	Transp	UTOPIA	Water	Sani	Drainage	Telecom	Whitaker	Total	
21-Jul	\$ 4,225,431	\$ 735,802	\$ 1,207	\$ 73,855	\$ 337,402	\$ 90,786	\$ 3,839	\$ 246,534	\$ 1,438,384	\$ 32,323	\$ 732,100	\$ 89,086	\$ 904,958	\$ (4,773)	\$ -	8,906,934	0.3602%
Jun-21	3,902,969	812,335	1,207	36,998	332,671	87,773	3,839	209,241	1,382,339	42,584	626,458	(2,635)	990,493	(3,592)	-	8,422,681	0.3675%
May-21	3,780,436	1,048,751	1,207	56,149	328,124	84,661	3,839	516,976	1,359,719	65,175	707,259	79,318	1,031,869	(5,862)	-	9,057,621	0.4029%
Apr-21	3,711,060	1,691,969	1,207	42,393	323,333	80,347	1,097	500,432	1,186,438	86,934	220,456	85,778	987,648	5,792	-	8,924,885	0.4217%
Mar-21	3,761,853	1,911,856	1,207	46,358	326,574	79,333	1,097	424,249	1,162,721	150,454	173,867	126,587	1,074,039	21,746	-	9,261,941	0.4252%
Feb-21	3,737,994	200,989	1,207	25,152	322,975	73,518	1,097	389,402	1,002,048	9,610	158,446	84,506	1,039,640	3,189	-	7,049,773	0.4483%
Jan-21	3,910,626	247,113	1,207	17,833	318,426	70,605	1,097	349,460	950,541	31,369	87,041	97,290	1,027,669	31,314	-	7,141,591	0.4678%
Dec-20	3,351,976	293,742	1,207	23,448	325,896	65,088	1,097	314,607	977,148	42,583	151,828	103,188	1,081,851	17,780	-	6,751,439	0.4828%
Nov-20	2,963,631	718,451	1,207	23,477	322,320	62,572	1,097	97,082	937,899	42,583	199,089	134,856	1,102,182	24,634	-	6,631,078	0.5186%
Oct-20	2,829,575	747,219	1,207	23,410	318,274	85,334	1,097	355,886	1,399,693	42,583	113,179	100,228	1,280,707	6,657	-	7,305,048	0.5190%
Sept-20	2,426,885	819,772	1,207	28,743	314,310	84,016	1,097	340,448	1,640,933	42,578	150,655	178,256	1,419,219	27,550	-	7,475,668	0.5300%
Aug-20	2,575,486	886,572	1,207	30,653	310,171	80,698	1,097	251,872	1,600,927	42,578	252,963	98,290	1,464,501	10,762	25,491	7,633,268	0.5534%
Jul-20	1,982,910	1,016,759	1,207	31,463	305,777	75,079	1,097	228,651	1,446,373	-	615,804	91,945	1,792,068	24,578	25,491	7,639,202	0.7404%
Jun-20	2,532,992	1,071,488	1,207	11,063	306,493	71,754	1,097	182,905	1,376,988	5	566,914	3,770	1,749,220	5,283	41,540	7,922,718	0.9483%
May-20	1,803,798	1,144,085	1,207	18,532	302,707	95,268	1,097	173,199	1,344,162	-	566,506	84,167	1,834,918	34,558	48,493	7,452,698	1.1947%
Apr-20	1,812,141	1,338,950	1,207	(11,848)	298,772	90,927	497	232,707	1,173,151	5	472,284	78,013	1,818,865	11,306	47,939	7,364,917	1.4398%
Mar-20	1,871,830	2,209,133	1,207	38,415	301,092	87,280	497	239,312	1,153,092	5	502,092	75,651	1,783,393	(7,205)	46,079	8,301,873	1.6627%
Feb-20	1,831,987	508,073	1,207	27,598	297,128	85,523	497	191,676	1,033,394	5	478,294	67,801	1,809,556	7,274	44,214	6,384,226	2.1033%
Jan-20	1,663,566	533,194	1,207	21,193	292,331	82,156	497	149,073	1,052,239	5	445,522	67,030	1,764,162	22,691	41,965	6,136,831	2.2006%
Dec-19	1,378,328	576,006	1,207	20,711	293,723	79,181	497	(136,431)	1,078,178	5	431,993	66,980	1,810,756	6,047	40,303	5,647,483	2.2849%
Nov-19	1,014,647	597,658	1,207	24,183	294,420	76,604	497	175,054	1,024,278	5	515,605	62,888	1,674,512	28,876	38,566	5,528,998	2.3976%
Oct-19	770,869	747,130	1,207	17,591	290,851	71,675	497	(1,421,382)	1,306,846	40,946	681,266	59,430	1,640,333	13,907	29,303	4,250,466	2.5360%
Sept-19	832,825	790,466	1,207	23,025	294,642	71,389	497	(1,131,177)	1,251,683	(180)	464,951	54,487	1,578,276	28,665	27,383	4,288,139	2.6014%
Aug-19	1,044,059	814,184	1,207	28,663	290,584	68,204	497	(40,279)	1,142,995	(180)	444,800	94,571	1,549,471	7,653	24,664	5,471,092	2.7262%
Jul-19	1,073,242	842,332	1,207	29,013	285,509	66,713	497	89,391	1,429,645	(180)	703,294	56,786	1,709,091	(9,801)	22,190	6,298,928	2.8663%
Jun-19	1,721,714	878,241	1,207	22,343	286,576	64,616	497	86,908	1,374,672	(180)	567,831	8,874	1,664,769	6,097	21,784	6,705,948	2.8982%
May-19	1,546,068	907,322	1,207	59,237	282,074	96,282	497	177,497	1,395,226	571	827,224	54,058	1,614,798	26,142	21,785	7,009,989	2.8983%
Apr-19	1,644,403	1,050,442	1,207	21,468	277,222	93,385	2,997	130,600	1,303,486	520	936,001	52,726	1,660,337	2,972	19,925	7,197,691	2.9759%
Mar-19	1,645,782	1,826,663	1,207	23,059	279,320	85,389	-	111,429	1,307,322	468	944,533	50,003	1,603,096	21,065	24,330	7,923,666	2.9971%
Feb-19	1,772,991	433,500	1,207	18,010	275,303	81,390	-	96,583	1,157,306	416	666,725	42,256	1,529,046	30,483	32,420	6,137,638	2.9778%
Jan-19	1,620,822	446,481	1,207	12,790	277,515	80,301	-	83,412	1,101,325	365	581,665	39,771	1,477,431	11,890	31,310	5,766,285	2.9109%
Dec-18	1,651,637	461,283	1,207	11,819	274,537	77,204	-	60,433	928,642	313	493,189	35,209	1,470,005	(161)	30,223	5,495,542	2.8036%
Nov-18	834,949	490,190	1,207	16,564	279,269	75,812	-	47,464	851,945	262	535,944	29,362	1,412,158	17,618	29,196	4,621,941	2.7387%
Oct-18	570,329	512,602	1,207	6,616	275,214	70,224	-	116,938	1,620,171	210	424,474	22,485	1,395,346	(304)	26,725	5,042,238	2.6486%
Sep-18	508,101	563,524	1,207	6,607	152,930	65,537	1	218,467	1,624,893	159	380,932	13,704	1,360,127	(16,562)	28,047	4,907,674	2.5979%
Aug-18	736,840	583,341	1,207	8,734	148,580	65,255	1	197,419	1,486,038	107	289,629	20,927	1,308,024	1,626	27,355	4,875,082	2.5836%
Jul-18	891,119	619,363	1,207	(9,749)	182,604	61,570	1	124,393	1,399,296	(40,134)	377,924	15,653	1,360,909	26,905	27,124	5,038,185	2.5801%
Jun-18	1,192,553	647,206	1,207	12,795	143,945	53,986	1	443,912	1,462,518	4	296,814	12,884	1,420,928	249	32,228	5,721,229	2.5007%
May-18	1,190,522	656,083	1,207	73,229	115,186	74,007	2,501	-	1,424,786	561	301,179	4,532	1,359,907	24,160	36,298	5,264,159	2.3517%
Apr-18	1,241,484	767,699	1,207	19,843	201,890	71,331	2,501	-	1,248,478	510	257,756	2,744	1,342,078	3,730	44,417	5,205,666	2.2008%
Mar-18	1,362,760	1,505,058	1,207	26,897	260,863	70,162	-	-	1,272,497	459	286,426	-	1,259,876	23,702	52,841	6,122,750	2.0302%
Feb-18	1,632,559	148,527	1,207	15,020	174,985	61,896	-	-	1,119,138	409	188,448	-	1,174,637	1,552	50,033	4,568,411	1.8649%
Jan-18	1,372,438	203,627	1,207	15,843	233,793	59,441	-	-	1,079,001	358	129,970	-	1,131,819	762	21,774	4,250,033	1.7291%
Dec-17	1,547,521	228,147	1,207	15,687	253,228	55,585	-	-	970,829	308	47,772	-	1,056,840	5,518	20,281	4,202,923	1.6340%
Nov-17	673,740	254,614	1,207	18,657	231,405	52,303	-	-	654,171	257	-	-	876,972	-	20,508	2,783,835	1.6053%
Oct-17	674,620	298,612	1,207	11,853	341,474	52,253	-	-	1,021,224	206	80,377	-	892,909	14,399	26,272	3,415,408	1.5621%
Sep-17	666,083	358,340	1,207	13,689	308,928	52,002	-	-	953,643	156	-	-	791,934	27,244	1,344	3,174,571	1.5281%
Aug-17	920,796	391,937	1,207	13,876	403,608	48,955	-	6,459	944,901	105	-	-	743,181	2,366	3,947	3,481,338	1.4782%
Jul-17	893,804	442,911	1,207	22,979	336,756	46,907	-	-	771,665	(39,348)	198,599	8,114	787,857	20,402	19,978	3,597,421	1.4084%
Jun-17	886,257	450,288	1,207	72,150	334,484	46,892	-	232,701	798,617	3	154,955	-	793,750	1,551	32,906	3,805,761	1.3431%
May-17	915,883	675,750	1,207	116,380	327,542	81,011	2,500	247,542	760,622	39,354	652,275	-	-	30,840	37,346	3,888,252	1.2858%
Apr-17	324,722	568,815	1,207	76,648	297,535	37,700	2,500	329,810	634,761	77,933	446,697	30,467	245,639	36,793	38,974	3,150,201	1.2651%

Centerville City Corporation
Cash Position by Fund and in Total
As of July 31, 2021

	Cash	Debt Reserve Cash	Restricted Cash						
			Cash/Bonds Deposits	TRF	DUI Funds	Class C & Prop 1	Impact Fees	CARES Act	Gun Range Deposit
GENERAL FUND	\$ 4,225,431		\$ 618,808		\$ 20,279			\$ 124,536	\$ 5,800
RDA	\$ 735,802			\$ 471,715					
MBA	\$ 1,207								
RECREATION	\$ 73,855								
RAP TAX	\$ 337,402								
UTOPIA PROJECT FUND	\$ 32,323								
WATER FUND	\$ 732,100		\$ 14,500						
SANITATION FUND	\$ 89,086								
DEBT SERVICE	\$ 3,839								
CEMETERY (\$37,700 Perm Restricted)	\$ 90,786								
DRAINAGE UTILITY	\$ 904,958								
TELECOM FUND	\$ (4,773)								
WHITAKER TRUST FUND	\$ -								
PARK (Impact Fee)	\$ 246,534								
TRANSPORTATION (Class C & Prop 1)	\$ 1,438,384					\$ 1,107,661			
TOTAL	\$ 8,906,934	\$ -	\$ 633,308	\$ 471,715	\$ 20,279	\$ 1,107,661	\$ -	\$ 124,536	\$ 5,800

Centerville City Corporation Financial Summary
For the Month Ended July 31, 2021
(No Assurance Provided)

8% of the Fiscal Year has Elapsed

GENERAL FUND		Year-to-Date		Current	Remaining	Percentage of		
Line		July Actual	Actual	Budget	Budget	Budget Used	Page	Comments?
Revenues:								
1	Taxes:	\$ 533,875	\$ 533,875	\$ 7,808,611	\$ 7,274,736	7%	11	
2	Property Taxes	12,474	12,474	1,681,611	1,669,137	1%	11	
3	Fee In Lieu of Taxes	9,734	9,734	110,000	100,266	9%	11	
4	Property Taxes - Due	(1,497)	(1,497)	50,000	51,497	-3%	11	
5	Sales Tax - General	443,491	443,491	4,960,000	4,516,509	9%	11	
6	Franchise Tax - Power	63,363	63,363	550,000	486,637	12%	11	
7	Franchise Tax - Natural Gas	-	-	270,000	270,000	0%	11	
8	Franchise Tax - Telecomm	6,310	6,310	100,000	93,691	6%	11	
9	Franchise Tax - CATV	-	-	87,000	87,000	0%	11	
10	Licenses and Permits	6,793	6,793	280,670	273,877	2%	11	
11	Intergovernmental	-	-	57,100	57,100	0%	11	
12	Charges for Services	169,542	169,542	2,058,223	1,888,681	8%	12	
13	Fines and Forfeitures	45,471	45,471	428,000	382,529	11%	12	
14	Miscellaneous	15,319	15,319	88,250	72,931	17%	12	
15	Non-Operating Revenue	3,296	3,296	94,600	91,304	3%	13	
16	Transfers In	2,272	2,272	51,530	49,258	4%	13	
17	Total Revenues	\$ 776,568	\$ 776,568	\$ 10,866,984	\$ 10,090,416	7%	13	
Expenditures:								
18	Legislative	\$ 5,596	\$ 5,596	\$ 125,944	\$ 120,348	4%	14	
19	Judicial	17,588	17,588	231,450	213,862	8%	14	
20	Administrative	50,588	50,588	742,200	691,612	7%	15	
21	Attorney	15,053	15,053	197,800	182,747	8%	16	
22	Finance	34,144	34,144	540,200	506,056	6%	17	
23	Attorney Services	558	558	26,000	25,442	2%	17	
24	Emergency Management	17	17	14,863	14,847	0%	18	
25	Fire Services	84,831	84,831	1,068,870	984,039	8%	18	
	Elections	-	-	17,200	17,200	0%	18	
26	Youth Council	-	-	9,000	9,000	0%	18	
27	Whitaker	2,764	2,764	39,478	36,714	7%	18	
28	Police	248,539	248,539	3,340,229	3,091,690	7%	20	
29	Liquor Law Enforcement	-	-	19,350	19,350	0%	20	
30	School Crossing Program	686	686	70,250	69,564	1%	20	
31	K-9	-	-	5,500	5,500	0%	20	
32	D.A.R.E. Program	6,511	6,511	93,300	86,789	7%	20	
33	Animal Control	-	-	51,350	51,350	0%	21	
34	Public Works Administration	41,048	41,048	674,500	633,452	6%	21	
35	Streets	49,205	49,205	927,780	878,575	5%	22	
36	GIS Department	9,486	9,486	131,144	121,658	7%	23	
37	Engineering	-	-	66,000	66,000	0%	23	
38	Parks	76,223	76,223	1,108,210	1,031,987	7%	24	
39	Parks and Recreation Committee	-	-	540	540	0%	24	
40	Trails Committee	-	-	540	540	0%	25	
41	Community Events	23,937	23,937	34,640	10,703	69%	25	
43	Parks and Recreation Facility	1,623	1,623	19,568	17,945	8%	25	
44	General Gov. Buildings - Maint. Facility	3,702	3,702	72,217	68,515	5%	25	
45	General Gov. Buildings - New City Hall	18,437	18,437	185,112	166,675	10%	26	
46	Public Works Storage Facility	2,694	2,694	11,450	8,756	24%	26	
47	Whitaker Home	7,956	7,956	29,028	21,073	27%	26	
48	Community Development	27,435	27,435	459,540	432,105	6%	27	
49	Planning Commission	-	-	9,400	9,400	0%	27	
50	Board of Adjustment	-	-	450	450	0%	27	
51	Landmarks Commission	-	-	500	500	0%	27	
52	Building Inspection	-	-	36,550	36,550	0%	28	
53	Transfers Out	75,633	75,633	518,936	443,303	15%	28	
54	Total Expenditures	\$ 804,254	\$ 804,254	\$ 10,879,089	\$ 10,074,835	7%	28	
55	Net Revenue Over/(Under) Expenditures	\$ (27,686)	\$ (27,686)	\$ (12,105)	\$ 15,581		28	

Centerville City Corporation Financial Summary
For the Month Ended July 31, 2021
(No Assurance Provided)

8% of the Fiscal Year has Elapsed

REDEVELOPMENT AGENCY FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
1	Tax Revenue	\$ -	\$ -	\$ 1,850,000	\$ 1,850,000	0%	30
2	Miscellaneous Income	113	113	3,600	3,487	3%	30
3	Lease Payment & Transfers	144	144	98,000	97,856	0%	30
4	Total Revenues	\$ 257	\$ 257	\$ 1,951,600	\$ 1,951,343	0%	30
Expenditures:							
5	Expenditures	\$ 41,536	\$ 41,536	\$ 971,600	\$ 930,064	4%	31
6	Transfer to Other Fund	35,254	35,254	423,000	387,746	8%	31
8	Total Expenditures	\$ 76,791	\$ 76,791	\$ 1,951,600	\$ 1,874,809	4%	31
9	Net Revenue Over (Under) Expenditures	\$ (76,533)	\$ (76,533)	\$ -	\$ 76,533		31
RECREATION FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
10	Charges for Services	\$ (392)	\$ (392)	\$ 130,875	\$ 131,267	0%	34
11	Miscellaneous	61	61	20,950	20,889	0%	34
12	Donations	-	-	100	100	0%	34
13	Contributions & Transfers	41,000	41,000	41,000	-	100%	34
14	Total Revenues	\$ 40,669	\$ 40,669	\$ 192,925	\$ 152,256	21%	34
Expenditures:							
15	Summer Recreation	\$ 2,356	\$ 2,356	\$ 113,436	\$ 111,080	2%	35
16	Off Season Recreation	-	-	13,500	13,500	0%	35
17	Youth Baseball/Softball	812	812	45,039	44,227	2%	35
18	Concessions	319	319	20,950	20,631	2%	36
19	Total Expenditures	\$ 3,487	\$ 3,487	\$ 192,925	\$ 189,438	2%	36
20	Net Revenue Over (Under) Expenditures	\$ 37,182	\$ 37,182	\$ -	\$ (37,182)		36
RAP TAX FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
21	RAP Tax	\$ 45,442	\$ 45,442	\$ 485,000	\$ 439,558	9%	38
22	Miscellaneous	187	187	11,000	10,813	2%	38
23	Total Revenues	\$ 45,629	\$ 45,629	\$ 496,000	\$ 450,371	9%	38
Expenditures:							
24	Transfers and Grants	\$ 40,898	\$ 40,898	\$ 496,000	\$ 455,102	8%	39
25	Total Expenditures	\$ 40,898	\$ 40,898	\$ 496,000	\$ 455,102	8%	39
26	Net Revenue Over (Under) Expenditures	\$ 4,731	\$ 4,731	\$ -	\$ (4,731)		39
CEMETERY PERPETUAL CARE FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
27	Charges for Services	\$ 3,000	\$ 3,000	\$ 33,000	\$ 30,000	9%	41
28	Miscellaneous Revenue	12	12	1,100	1,088	1%	41
	Total Revenues	\$ 3,012	\$ 3,012	\$ 34,100	\$ 31,088	9%	41
Expenditures							
29	Transfers to Other Funds	-	-	34,100	34,100	0%	42
30	Total Expenditures	\$ -	\$ -	\$ 34,100	\$ 34,100	0%	42
31	Net Revenue Over (Under) Expenditures	\$ 3,012	\$ 3,012	\$ -	\$ (3,012)		42
CAPITAL PROJ. FUND - PARK IMP. FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
32	Charges for Services	38,626	38,626	487,500	448,874	8%	45
33	Miscellaneous Revenue	95	95	4,600	4,505	2%	45
34	Total Revenues	\$ 38,721	\$ 38,721	\$ 492,100	\$ 453,379	8%	45
Expenditures:							
35	Other Park Expenditures	\$ -	\$ -	\$ 210,263	\$ 210,263	0%	46
36	Park Projects	-	-	281,837	281,837	0%	46
37	Total Expenditures	\$ -	\$ -	\$ 492,100	\$ 492,100	0%	46
38	Net Revenue Over (Under) Expenditures	\$ 38,721	\$ 38,721	\$ -	\$ (38,721)		46

Centerville City Corporation Financial Summary
For the Month Ended July 31, 2021
(No Assurance Provided)

8% of the Fiscal Year has Elapsed

TRANSPORTATION FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
1	Taxes	\$ 40,137	\$ 40,137	\$ 400,000	\$ 359,863	10%	48
2	Class C Roads	-	-	100,000	100,000	0%	48
3	Transfers	34,633	34,633	415,592	380,959	8%	48
4	Contributions	359	359	33,000	32,641	1%	48
5	Total Revenues	\$ 75,128	\$ 75,128	\$ 948,592	\$ 873,464	8%	48
Expenditures:							
6	Capital Proj.	\$ 2,836	\$ 2,836	\$ 1,488,592	\$ 1,485,756	0%	49
7	Annual Proj.	-	-	150,000	150,000	0%	49
8	Total Expenditures	\$ 2,836	\$ 2,836	\$ 1,638,592	\$ 1,635,756	0%	49
9	Net Revenue Over (Under) Expenditures	\$ 72,292	\$ 72,292	\$ (690,000)	\$ (762,292)		49
CAPITAL PROJ. FUND - UTOPIA		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
10	Utopia Rebate	\$ -	\$ -	\$ 123,137	\$ 123,137	0%	51
11	Transfers	32,333	32,333	388,000	355,667	8%	51
12	Total Revenues	\$ 32,333	\$ 32,333	\$ 511,137	\$ 478,804	6%	51
Expenditures:							
13	Expenditures	\$ 42,595	\$ 42,595	\$ 511,137	\$ 468,542	8%	52
14	Total Expenditures	\$ 42,595	\$ 42,595	\$ 511,137	\$ 468,542	8%	52
15	Net Revenue Over (Under) Expenditures	\$ (10,261)	\$ (10,261)	\$ -	\$ 10,261		52
WATER FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
16	Charges for Services	\$ -	\$ -	\$ 135,000	\$ 135,000	0%	54
17	Miscellaneous	82	82	6,000	5,918	1%	54
18	Operating Revenue	251,146	251,146	2,854,500	2,603,354	9%	54
19	Total Revenues	\$ 251,229	\$ 251,229	\$ 2,995,500	\$ 2,744,271	8%	54
Expenditures:							
20	Expenditures	\$ 173,453	\$ 173,453	\$ 2,831,641	\$ 2,658,188	6%	56
21	Capital Equipment/Proj.	840	840	638,859	638,019	0%	56
22	Total Expenditures	\$ 174,293	\$ 174,293	\$ 3,470,500	\$ 3,296,207	5%	56
23	Net Revenue Over (Under) Expenditures	\$ 76,936	\$ 76,936	\$ (475,000)	\$ (551,936)	-16%	56
SANITATION FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
24	Miscellaneous	\$ 28	\$ 28	\$ 18,792	\$ 18,764	0%	58
25	Operating Revenue	100,970	100,970	1,197,000	1,096,030	8%	58
26	Total Revenues	\$ 100,998	\$ 100,998	\$ 1,215,792	\$ 1,114,794	8%	58
Expenditures:							
27	Expenditures	\$ 14,056	\$ 14,056	\$ 1,215,792	\$ 1,201,736	1%	59
28	Total Expenditures	\$ 14,056	\$ 14,056	\$ 1,215,792	\$ 1,201,736	1%	59
29	Net Revenue Over (Under) Expenditures	\$ 86,942	\$ 86,942	\$ -	\$ (86,942)		59
DRAINAGE UTILITY FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
30	Impact Fees	\$ -	\$ -	\$ 30,000	\$ 30,000	0%	61
31	Miscellaneous	341	341	33,000	32,659	1%	61
32	Operating Revenue	109,217	109,217	1,267,000	1,157,783	9%	61
33	Total Revenues	\$ 109,557	\$ 109,557	\$ 1,330,000	\$ 1,220,443	8%	61
Expenditures:							
34	Expenditures	\$ 63,041	\$ 63,041	\$ 1,440,000	\$ 1,376,959	4%	62
35	Total Expenditures	\$ 63,041	\$ 63,041	\$ 1,440,000	\$ 1,376,959	4%	62
36	Net Revenue Over (Under) Expenditures	\$ 46,516	\$ 46,516	\$ (110,000)	\$ (156,516)	0%	62

Centerville City Corporation Financial Summary
For the Month Ended July 31, 2021

8% of the Fiscal Year has Elapsed

(No Assurance Provided)

TELECOM FUND		July Actual	Year-to-Date Actual	Current Budget	Remaining Budget	Percentage of Budget Used	
Revenues:							
1	Charges for Services	\$ 12,950	\$ 12,950	\$ 250,000	\$ 237,050	5%	64
2	Interest Income (Source 36)	4	4	200	196	2%	64
3	Total Revenues	<u>\$ 12,954</u>	<u>\$ 12,954</u>	<u>\$ 250,200</u>	<u>\$ 237,246</u>	<u>5%</u>	<u>64</u>
Expenditures:							
4	Professional Services	\$ 14,546	\$ 14,546	\$ 250,200	\$ 235,654	6%	65
5	Total Expenditures	<u>\$ 14,546</u>	<u>\$ 14,546</u>	<u>\$ 250,200</u>	<u>\$ 235,654</u>	<u>6%</u>	<u>65</u>
6	Net Revenue Over (Under) Expenditures	<u>\$ (1,592)</u>	<u>\$ (1,592)</u>	<u>\$ -</u>	<u>\$ 1,592</u>		<u>65</u>

CENTERVILLE CITY CORPORATION
COMBINED CASH INVESTMENT
JULY 31, 2021

COMBINED CASH ACCOUNTS

01-11110000	CASH - CHECKING	819,326.79
01-11310000	PETTY CASH - GENERAL CITY	200.00
01-11400000	RETURNED CHECK CLEARING	(1,170.02)
01-11510000	PTIF - INVESTMENT ACCOUNT	4,871,974.30
01-11530000	PTIF-RAP TAX	2,368,462.18
01-11550000	PTIF-DCPA RES ACCT	808,359.45
01-11570000	PTIF-CEMETERY PERPETUAL CARE	40,580.88
01-11700000	AR CASH CLEARING	(800.00)
TOTAL COMBINED CASH		8,906,933.58
01-11100000	ALLOCATIONS DUE TO OTHER FUNDS	(8,906,933.58)

TOTAL UNALLOCATED CASH .00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	4,225,430.76
20	ALLOCATION TO REDEVELOPMENT AGENCY FUND	735,802.03
23	ALLOCATION TO MUNICIPAL BUILDING AUTHORITY	1,207.46
25	ALLOCATION TO RECREATION	73,855.42
27	ALLOCATION TO RAP TAX	337,402.01
30	ALLOCATION TO CEMETERY PERPETUAL CARE	90,785.68
35	ALLOCATION TO 2009 SALES TAX - DEBT SERVICE	3,839.10
45	ALLOCATION TO PARK FUND	246,534.03
48	ALLOCATION TO TRANSPORTATION FUND	1,438,383.75
49	ALLOCATION TO UTOPIA PROJECT FUND	32,322.53
51	ALLOCATION TO WATER FUND	732,100.48
52	ALLOCATION TO SANITATION FUND	89,085.59
53	ALLOCATION TO DRAINAGE UTILITY	904,957.57
54	ALLOCATION TO TELECOMMUNICATION FUND	(4,772.83)
TOTAL ALLOCATIONS TO OTHER FUNDS		8,906,933.58
ALLOCATION FROM COMBINED CASH FUND - 01-11100000		(8,906,933.58)

ZERO PROOF IF ALLOCATIONS BALANCE .00

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

GENERAL FUND

ASSETS

10-11100000	CASH - COMBINED FUND	4,225,430.76	
10-11210000	CASH-ZIONS ACCOUNT	19,598.24	
10-11310000	CASH - OVER & SHORTS	29.00	
10-11320000	DRUG/ALCOHOL INFORMANT ACCOUNT	200.00	
10-11330000	CASH REGISTER CHANGE FUND	100.00	
10-11340000	JP COURT CHANGE FUND	185.00	
10-11370000	CASH - PUBLIC WORKS	100.00	
10-11900000	ACCOUNTS RECEIVABLE AR	44,944.42	
10-13110000	ACCOUNTS RECEIVABLE ST LIGHT	357.98	
10-13170000	ACCOUNTS RECEIVABLE - OTHER	939,920.57	
10-13180000	ACCOUNTS RECIEVABLE-PROP TAXES	1,455,728.00	
10-13200000	ALLOWANCE FOR BAD DEBT	(12,000.00)	
10-13300000	PREPAID EXPENSE	230,684.93	
	TOTAL ASSETS		6,905,278.90

LIABILITIES AND EQUITY

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

GENERAL FUND

LIABILITIES

10-21310000	ACCOUNTS PAYABLE	256,658.98	
10-21510000	DOG LICENSES PAYABLE	56.00	
10-22200000	WAGES PAYABLE	61,557.47	
10-22210000	FWT PAYABLE	66.15	
10-22220000	SWT PAYABLE	19,439.75	
10-22230000	FICA PAYABLE	18,910.85	
10-22300000	401K VOLUNTARY PAYABLE	8,687.94	
10-22301000	457 VOLUNTARY CONTRIB/PAYABLE	831.01	
10-22302000	MPP VOLUNTARY/PAYABLE	(84.50)	
10-22303000	ROTH - IRA	589.29	
10-22320000	RETIREMENT PAYABLE	39,368.97	
10-22340000	EYEMED/PAYABLE	44.61	
10-22360000	FRATERNAL ORDER OF POLICE/PYBL	159.38	
10-22390000	EMPLOYEE MED INS PREMIUM	(2,299.44)	
10-22391000	PEHP/DENTAL INSURANCE	(983.65)	
10-22392000	STANDARD INSURANCE/TERM LIFE	1,824.25	
10-22400000	ASSURITY PAYABLE	209.40	
10-22420000	EMPLOYEES ASSOCIATION DUES	89.00	
10-22430000	EMPLOYEE LEGAL SERVICES	13.07	
10-22440000	FLEX/HSA ACCOUNT CONTRIBUTIONS	(59,575.34)	
10-22450000	LONG TERM DISABILITY	1,158.93	
10-22460000	WORKERS COMPENSATION PAYABLE	21,014.27	
10-23130000	CONSTRUCTION DEPOSIT	80,000.00	
10-23132050	CASH BOND-OAKWOOD HOMES ONE	52,614.00	
10-23132150	CASH BOND-OAKWOOD HOMES TWO	76,613.20	
10-23132661	CASH BOND- JEFF COOK BUILDERS	38,190.00	
10-23132690	CASH BOND - LONESTAR BUILDERS	2,820.00	
10-23132720	CASH BOND - MOSS ACRES	18,754.00	
10-23132730	CASH BOND - BARTILE BLDG 8	14,200.00	
10-23132740	CASH BOND - DON YOUNGBLOOD	20,200.00	
10-23132810	CASH BOND - TAIL FEATHERS LLC	4,104.00	
10-23132820	CASH BOND - DEUEL CREEK SUBDIV	65,400.00	
10-23132840	CASH BOND - PARRISH CREEK	56,863.10	
10-23132850	CASH BOND - LEGACY LANDS LANDS	2,704.00	
10-23132860	CASH BOND - HAVENWOOD HOMES	7,000.00	
10-23132870	CASH BOND - RUBICON CONTRACTIN	6,000.00	
10-23132880	CASH BOND - SCHUCHART CORP	24,068.00	
10-23132890	CASH BOND - CW THE HIVE LLC	106,080.00	
10-23150000	POLICE EVIDENCE ACCOUNT	36,862.26	
10-23151000	COURT - BAIL	6,335.22	
10-23160000	GUN RANGE MAINTENANCE	5,800.00	
10-23300000	DEFERRED REVENUE- PROPERTY TAX	1,455,728.00	
10-23610000	UNEARNED REVENUE - CARESACT	124,535.98	
10-23620000	UNEARNED REVENUE - ARPA	1,040,716.00	
10-24110000	DUE TO OTHER GVT - SALES TAX	1,048.61	
TOTAL LIABILITIES			3,614,372.76

FUND EQUITY

10-28500000	RESTRICTED FUND BALANCE	49,505.00
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CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

GENERAL FUND

UNAPPROPRIATED FUND BALANCE:			
10-29510000	PRIOR UNREST. FUND BALANCE	3,284,165.94	
	REVENUE OVER EXPENDITURES - YTD	(27,685.86)	
	BALANCE - CURRENT DATE	3,256,480.08	
	TOTAL FUND EQUITY		3,305,985.08
	TOTAL LIABILITIES AND EQUITY		6,920,357.84

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAX REVENUE</u>					
10-31-100000	PROPERTY TAXES	12,473.87	12,473.87	1,681,611.00	1,669,137.13	.7
10-31-120000	FEE IN LIEU OF TAXES	9,734.20	9,734.20	110,000.00	100,265.80	8.9
10-31-200000	PROPERTY TAXES - DUE	(1,496.58)	(1,496.58)	50,000.00	51,496.58	(3.0)
10-31-300000	SALES TAX - GENERAL	443,491.03	443,491.03	4,960,000.00	4,516,508.97	8.9
10-31-410000	FRANCHISE TAX - POWER	63,362.86	63,362.86	550,000.00	486,637.14	11.5
10-31-420000	FRANCHISE TAX - NATURAL GAS	.00	.00	270,000.00	270,000.00	.0
10-31-430000	FRANCHISE TAX - TELECOMM.	6,309.50	6,309.50	100,000.00	93,690.50	6.3
10-31-440000	FRANCHISE TAX - CATV	.00	.00	87,000.00	87,000.00	.0
	<u>TOTAL TAX REVENUE</u>	<u>533,874.88</u>	<u>533,874.88</u>	<u>7,808,611.00</u>	<u>7,274,736.12</u>	<u>6.8</u>
	<u>LICENSES AND PERMITS</u>					
10-32-100000	BUSINESS LICENSES	636.50	636.50	60,000.00	59,363.50	1.1
10-32-110000	BUILDING FEES	4,790.00	4,790.00	160,000.00	155,210.00	3.0
10-32-120000	PLAN CHECK FEES	803.98	803.98	50,000.00	49,196.02	1.6
10-32-130000	ELECTRICAL FEES	350.00	350.00	2,500.00	2,150.00	14.0
10-32-140000	PLUMBING FEES	140.00	140.00	2,500.00	2,360.00	5.6
10-32-150000	MECHANICAL FEES	210.00	210.00	4,000.00	3,790.00	5.3
10-32-160000	STATE SURCHARGE FEE	(172.16)	(172.16)	500.00	672.16	(34.4)
10-32-200000	APPROACH FEE (STREET & CURB)	35.00	35.00	1,000.00	965.00	3.5
10-32-220000	BICYCLE LICENSES	.00	.00	10.00	10.00	.0
10-32-230000	CHICKEN & RABBIT PERMITS	.00	.00	160.00	160.00	.0
	<u>TOTAL LICENSES AND PERMITS</u>	<u>6,793.32</u>	<u>6,793.32</u>	<u>280,670.00</u>	<u>273,876.68</u>	<u>2.4</u>
	<u>INTERGOVERNMENTAL REVENUE</u>					
10-33-580000	STATE GRANT/LIQUOR LAW	.00	.00	19,350.00	19,350.00	.0
10-33-610000	SCHOOL RESOURCE OFFICER	.00	.00	17,750.00	17,750.00	.0
10-33-630000	PUBLIC SAFETY GRANTS	.00	.00	20,000.00	20,000.00	.0
	<u>TOTAL INTERGOVERNMENTAL REVENUE</u>	<u>.00</u>	<u>.00</u>	<u>57,100.00</u>	<u>57,100.00</u>	<u>.0</u>

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CHARGES FOR SERVICES</u>						
10-34-120000	SUBDIVISION INSPECTION FEE	.00	.00	18,000.00	18,000.00	.0
10-34-130000	ZONING & SUBDIVISION FEES	2,400.00	2,400.00	15,000.00	12,600.00	16.0
10-34-140000	BUILDING INSPECTION FEES	.00	.00	500.00	500.00	.0
10-34-150000	SALE OF MAPS & PUBLICATIONS	.00	.00	50.00	50.00	.0
10-34-310000	STREET EXCAVATION FEES	35.00	35.00	4,000.00	3,965.00	.9
10-34-330000	STREET LIGHTING FEES	345.18	345.18	4,140.00	3,794.82	8.3
10-34-340000	STREET SIGN CHARGES	.00	.00	50.00	50.00	.0
10-34-730000	PARK RENTAL FEES	1,090.00	1,090.00	6,400.00	5,310.00	17.0
10-34-740000	PARK USE AGREEMENTS	90.00	90.00	2,500.00	2,410.00	3.6
10-34-800000	CEMETERY - LOT E	.00	.00	600.00	600.00	.0
10-34-810000	CEMETERY LOTS- ABCD	(800.00)	(800.00)	1,200.00	2,000.00	(66.7)
10-34-830000	GRAVE OPENING CHARGES	2,400.00	2,400.00	28,000.00	25,600.00	8.6
10-34-900000	ADMIN OVERHEAD - WATER FUND	84,622.17	84,622.17	1,015,466.00	930,843.83	8.3
10-34-910000	ADMIN OVERHEAD - SANITATION	13,253.50	13,253.50	159,042.00	145,788.50	8.3
10-34-920000	ADMIN OVERHEAD - DRAINAGE FUND	43,389.00	43,389.00	520,668.00	477,279.00	8.3
10-34-940000	ADMIN OVERHEAD - RDA	22,717.25	22,717.25	272,607.00	249,889.75	8.3
10-34-950000	ADMIN OVERHEAD - TELECOMM	.00	.00	10,000.00	10,000.00	.0
TOTAL CHARGES FOR SERVICES		169,542.10	169,542.10	2,058,223.00	1,888,680.90	8.2
<u>FINES AND FORFEITURES</u>						
10-35-110000	CITY COURT	45,471.30	45,471.30	428,000.00	382,528.70	10.6
TOTAL FINES AND FORFEITURES		45,471.30	45,471.30	428,000.00	382,528.70	10.6
<u>MISCELLANEOUS REVENUE</u>						
10-36-100000	BANKING/INVEST. INTEREST	1,094.03	1,094.03	37,750.00	36,655.97	2.9
10-36-230000	BANKING/ZIONS BANK INT INCOME	.16	.16	2,500.00	2,499.84	.0
10-36-250000	RENTAL CHARGES/COMUNITY CNT	35.00	35.00	500.00	465.00	7.0
10-36-270000	SECURITY DEPOSIT/COMMUNITY CTR	.00	.00	50.00	50.00	.0
10-36-280000	WHITAKER FEES	350.00	350.00	1,000.00	650.00	35.0
10-36-290000	SALE OF HISTORIC MAPS	.00	.00	50.00	50.00	.0
10-36-350000	YOUTH COUNCIL (CHECKING)	.00	.00	4,000.00	4,000.00	.0
10-36-400000	SALE OF FIXED ASSETS	13,610.00	13,610.00	25,000.00	11,390.00	54.4
10-36-800000	WITNESS FEES	.00	.00	350.00	350.00	.0
10-36-810000	INSURANCE REIMBURSEMENT	.00	.00	1,000.00	1,000.00	.0
10-36-820000	CITIZEN'S ACADEMY	.00	.00	1,000.00	1,000.00	.0
10-36-840000	SEX OFFENDER REGISTRY FEE	.00	.00	50.00	50.00	.0
10-36-900000	SUNDRY REVENUE	229.50	229.50	15,000.00	14,770.50	1.5
TOTAL MISCELLANEOUS REVENUE		15,318.69	15,318.69	88,250.00	72,931.31	17.4

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>NON-OPERATING REVENUE</u>					
10-38-200000	TRANSFER FROM RDA-HOMELESS	2,920.99	2,920.99	35,000.00	32,079.01	8.4
10-38-340000	CONTRIBUTION/JULY 4TH	200.00	200.00	.00	(200.00)	.0
10-38-430000	CONTRIBUTIONS - HISTORIC SITES	.00	.00	10,000.00	10,000.00	.0
10-38-450000	MISC. CONTRIBUTIONS	.00	.00	42,000.00	42,000.00	.0
10-38-470000	POLICE CONTRIBUTIONS	175.00	175.00	7,500.00	7,325.00	2.3
10-38-700000	CONTRIBUTION PREPAREDNESS FAIR	.00	.00	100.00	100.00	.0
	TOTAL NON-OPERATING REVENUE	3,295.99	3,295.99	94,600.00	91,304.01	3.5
	<u>CONTRIBUTIONS & TRANSFERS</u>					
10-39-200000	TRANSFER FROM OTHER FUNDS	2,272.12	2,272.12	51,530.00	49,257.88	4.4
	TOTAL CONTRIBUTIONS & TRANSFERS	2,272.12	2,272.12	51,530.00	49,257.88	4.4
	TOTAL FUND REVENUE	776,568.40	776,568.40	10,866,984.00	10,090,415.60	7.2

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LEGISLATIVE</u>					
10-4111-120.0 WAGES - COUNCIL	3,700.00	3,700.00	51,900.00	48,200.00	7.1
10-4111-130.0 FICA	290.69	290.69	3,971.00	3,680.31	7.3
10-4111-135.0 WORKERS COMPENSATION	77.42	77.42	1,300.00	1,222.58	6.0
10-4111-141.0 TRANSPORTATION ALLOWANCE	100.00	100.00	1,200.00	1,100.00	8.3
10-4111-200.0 UNIFORM PURCHASE	.00	.00	750.00	750.00	.0
10-4111-210.0 ULC&T	1,054.03	1,054.03	12,648.00	11,593.97	8.3
10-4111-211.0 CHAMBER OF COMMERCE MEMBERSHIP	.00	.00	575.00	575.00	.0
10-4111-217.0 CONTRIBUTIONS	.00	.00	500.00	500.00	.0
10-4111-231.0 MAYOR LUNCHEON	.00	.00	600.00	600.00	.0
10-4111-240.0 OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
10-4111-310.0 RECORDER SERVICES	.00	.00	6,000.00	6,000.00	.0
10-4111-314.0 COMPUTER SERVICES	374.25	374.25	.00	374.25	.0
10-4111-330.0 EDUCATION & TRAINING	.00	.00	4,000.00	4,000.00	.0
10-4111-480.0 MISC SUPPLIES	.00	.00	300.00	300.00	.0
10-4111-481.0 MEETING MEALS	.00	.00	2,100.00	2,100.00	.0
10-4111-510.0 SPECIAL CONTINGENCY	.00	.00	40,000.00	40,000.00	.0
TOTAL LEGISLATIVE	5,596.39	5,596.39	125,944.00	120,347.61	4.4
<u>JUDICIAL</u>					
10-4120-110.0 SALARY AND WAGES	4,642.91	4,642.91	55,500.00	50,857.09	8.4
10-4120-111.0 OVERTIME PAY	189.56	189.56	1,500.00	1,310.44	12.6
10-4120-120.0 WAGES - JUDGE	4,397.16	4,397.16	53,600.00	49,202.84	8.2
10-4120-122.0 PART TIME - OFFICE	3,514.06	3,514.06	45,800.00	42,285.94	7.7
10-4120-130.0 FICA	726.85	726.85	12,000.00	11,273.15	6.1
10-4120-131.0 RETIREMENT	1,638.67	1,638.67	20,500.00	18,861.33	8.0
10-4120-132.0 MEDICAL INSURANCE	1,873.17	1,873.17	22,800.00	20,926.83	8.2
10-4120-134.0 LONG TERM DISABILITY	14.86	14.86	300.00	285.14	5.0
10-4120-135.0 WORKERS COMPENSATION	95.62	95.62	1,700.00	1,604.38	5.6
10-4120-210.0 BOOKS & SUBSCRIPTIONS	.00	.00	600.00	600.00	.0
10-4120-230.0 MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
10-4120-240.0 OFFICE SUPPLIES	.00	.00	800.00	800.00	.0
10-4120-241.0 PRINTING	.00	.00	500.00	500.00	.0
10-4120-242.0 POSTAGE	88.55	88.55	1,800.00	1,711.45	4.9
10-4120-260.0 EQUIP MAINT SUPPLIES	.00	.00	100.00	100.00	.0
10-4120-262.0 COPIER SUPPLIES	.00	.00	800.00	800.00	.0
10-4120-311.0 PROFESSIONAL SERVICES	32.15	32.15	700.00	667.85	4.6
10-4120-314.0 COMPUTER SERVICES	374.25	374.25	500.00	125.75	74.9
10-4120-330.0 EDUCATION & TRAINING	.00	.00	700.00	700.00	.0
10-4120-350.0 CONTRACT SERVICES - JUDGE	.00	.00	500.00	500.00	.0
10-4120-480.0 MISC SUPPLIES	.00	.00	300.00	300.00	.0
10-4120-621.0 WITNESS FEES	.00	.00	250.00	250.00	.0
10-4120-623.0 JURY FEES	.00	.00	300.00	300.00	.0
10-4120-624.0 INTERPRETOR	.00	.00	1,800.00	1,800.00	.0
10-4120-740.0 CAPITAL EQUIPMENT	.00	.00	8,000.00	8,000.00	.0
TOTAL JUDICIAL	17,587.81	17,587.81	231,450.00	213,862.19	7.6

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATIVE</u>					
10-4130-110.0 SALARY AND WAGES	29,368.76	29,368.76	374,300.00	344,931.24	7.9
10-4130-111.0 OVERTIME PAY	.00	.00	5,500.00	5,500.00	.0
10-4130-130.0 FICA	1,947.50	1,947.50	28,700.00	26,752.50	6.8
10-4130-131.0 RETIREMENT	4,891.04	4,891.04	70,000.00	65,108.96	7.0
10-4130-132.0 MEDICAL INSURANCE	6,517.73	6,517.73	105,800.00	99,282.27	6.2
10-4130-134.0 LONG TERM DISABILITY	63.35	63.35	300.00	236.65	21.1
10-4130-135.0 WORKERS COMPENSATION	368.85	368.85	4,000.00	3,631.15	9.2
10-4130-141.0 TRANSPORTATION ALLOWANCE	255.51	255.51	5,200.00	4,944.49	4.9
10-4130-200.0 UNIFORM ALLOWANCE	.00	.00	1,000.00	1,000.00	.0
10-4130-210.0 BOOKS & SUBSCRIPTIONS	.00	.00	800.00	800.00	.0
10-4130-211.0 MEMBERSHIPS	.00	.00	3,000.00	3,000.00	.0
10-4130-213.0 MUNICIPAL CODE SERVICES	.00	.00	1,500.00	1,500.00	.0
10-4130-220.0 PUBLIC NOTICES	.00	.00	500.00	500.00	.0
10-4130-230.0 MILEAGE REIMBURSEMENT	4.20	4.20	600.00	595.80	.7
10-4130-240.0 OFFICE SUPPLIES	.00	.00	1,300.00	1,300.00	.0
10-4130-241.0 PRINTING	.00	.00	700.00	700.00	.0
10-4130-242.0 POSTAGE	26.72	26.72	1,050.00	1,023.28	2.5
10-4130-260.0 EQUIP MAINT & SUPPLIES	.00	.00	2,700.00	2,700.00	.0
10-4130-264.0 COMPUTER MAINTENANCE	499.00	499.00	10,000.00	9,501.00	5.0
10-4130-280.0 TELEPHONE - AIR TIME	.00	.00	3,000.00	3,000.00	.0
10-4130-310.0 PROFESSIONAL SERVICES	1,000.00	1,000.00	13,000.00	12,000.00	7.7
10-4130-330.0 EDUCATION AND TRAINING	656.20	656.20	15,000.00	14,343.80	4.4
10-4130-480.0 MISC SUPPLIES	.00	.00	250.00	250.00	.0
10-4130-481.0 EMPLOYEE - TUITION	.00	.00	6,000.00	6,000.00	.0
10-4130-482.0 EMPLOYEE - SERVICE	.00	.00	4,700.00	4,700.00	.0
10-4130-483.0 EMPLOYEE- DINNER	196.65	196.65	6,500.00	6,303.35	3.0
10-4130-484.0 EMPLOYEE - FITNESS BENEFIT	.00	.00	4,200.00	4,200.00	.0
10-4130-485.0 NEWSLETTER - POSTAGE	.00	.00	3,200.00	3,200.00	.0
10-4130-486.0 NEWSLETTER - PRINTING	.00	.00	6,800.00	6,800.00	.0
10-4130-487.0 VOLUNTEER SERVICE RECOGNITION	.00	.00	3,600.00	3,600.00	.0
10-4130-740.0 CAPITAL EQUIPMENT	292.46	292.46	8,000.00	7,707.54	3.7
10-4130-745.0 NETWORK EQUIPMENT/LICENSING	4,500.00	4,500.00	40,000.00	35,500.00	11.3
10-4130-755.0 WEBSITE	.00	.00	11,000.00	11,000.00	.0
 TOTAL ADMINISTRATIVE	 50,587.97	 50,587.97	 742,200.00	 691,612.03	 6.8

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ATTORNEY</u>						
10-4135-110.0	SALARY AND WAGES	11,472.20	11,472.20	133,600.00	122,127.80	8.6
10-4135-130.0	FICA	781.05	781.05	10,500.00	9,718.95	7.4
10-4135-131.0	RETIREMENT	1,907.38	1,907.38	25,200.00	23,292.62	7.6
10-4135-132.0	MEDICAL INSURANCE	715.87	715.87	9,500.00	8,784.13	7.5
10-4135-134.0	LONG TERM DISABILITY	35.12	35.12	700.00	664.88	5.0
10-4135-135.0	WORKERS COMPENSATION	16.70	16.70	3,500.00	3,483.30	.5
10-4135-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	5,000.00	5,000.00	.0
10-4135-211.0	MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-4135-215.0	FILING FEES & COSTS	.00	.00	100.00	100.00	.0
10-4135-230.0	MILEAGE REIMBURSEMENT	.00	.00	300.00	300.00	.0
10-4135-240.0	OFFICE SUPPLIES	.00	.00	300.00	300.00	.0
10-4135-264.0	COMPUTER MAINTENANCE	124.75	124.75	100.00	(24.75)	124.8
10-4135-280.0	TELEPHONE AIR TIME	.00	.00	500.00	500.00	.0
10-4135-330.0	EDUCATION & TRAINING	.00	.00	2,000.00	2,000.00	.0
10-4135-480.0	MISC SUPPLIES	.00	.00	500.00	500.00	.0
10-4135-650.0	SPEC. PROJECT	.00	.00	5,000.00	5,000.00	.0
TOTAL ATTORNEY		15,053.07	15,053.07	197,800.00	182,746.93	7.6

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>FINANCE</u>						
10-4140-110.0	SALARY AND WAGES	20,433.97	20,433.97	235,600.00	215,166.03	8.7
10-4140-111.0	OVERTIME PAY	9.40	9.40	2,000.00	1,990.60	.5
10-4140-130.0	FICA	1,326.44	1,326.44	18,100.00	16,773.56	7.3
10-4140-131.0	RETIREMENT	3,403.98	3,403.98	39,800.00	36,396.02	8.6
10-4140-132.0	MEDICAL INSURANCE	5,254.48	5,254.48	93,100.00	87,845.52	5.6
10-4140-134.0	LONG TERM DISABILITY	62.66	62.66	1,200.00	1,137.34	5.2
10-4140-135.0	WORKERS COMPENSATION	30.98	30.98	600.00	569.02	5.2
10-4140-200.0	UNIFORM PURCHASE	.00	.00	1,000.00	1,000.00	.0
10-4140-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	150.00	150.00	.0
10-4140-211.0	MEMBERSHIPS	.00	.00	1,500.00	1,500.00	.0
10-4140-220.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4140-230.0	MILEAGE REIMBURSEMENT	.00	.00	500.00	500.00	.0
10-4140-240.0	OFFICE SUPPLIES	.00	.00	2,000.00	2,000.00	.0
10-4140-241.0	PRINTING	223.79	223.79	2,600.00	2,376.21	8.6
10-4140-242.0	POSTAGE	(190.51)	(190.51)	2,400.00	2,590.51	(7.9)
10-4140-260.0	EQUIP MAINT & SUPPLIES	.00	.00	250.00	250.00	.0
10-4140-262.0	COPIER SUPPLIES	418.95	418.95	1,800.00	1,381.05	23.3
10-4140-264.0	COMPUTER MAINTENANCE	499.00	499.00	600.00	101.00	83.2
10-4140-280.0	TELEPHONE - AIR TIME	.00	.00	1,000.00	1,000.00	.0
10-4140-310.0	PROFESSIONAL SERVICES	32.15	32.15	1,400.00	1,367.85	2.3
10-4140-311.0	RETIREMENT ADMINISTRATION FEES	112.99	112.99	1,500.00	1,387.01	7.5
10-4140-312.0	CPA SERVICES	.00	.00	28,000.00	28,000.00	.0
10-4140-313.0	AUDIT SERVICES	.00	.00	20,500.00	20,500.00	.0
10-4140-314.0	COMPUTER SERVICES	381.50	381.50	4,600.00	4,218.50	8.3
10-4140-315.0	FLEX SPENDING SERVICES	100.00	100.00	1,200.00	1,100.00	8.3
10-4140-320.0	BANKING SERVICES	2,044.11	2,044.11	15,000.00	12,955.89	13.6
10-4140-327.0	CASH BOND INTEREST EXPENSE	.00	.00	5,000.00	5,000.00	.0
10-4140-330.0	EDUCATION AND TRAINING	.00	.00	7,500.00	7,500.00	.0
10-4140-480.0	MISC SUPPLIES	.00	.00	1,200.00	1,200.00	.0
10-4140-511.0	INSURANCE - LIABILITY	.00	.00	40,000.00	40,000.00	.0
10-4140-515.0	LIABILITY DEDUCTIBLE	.00	.00	10,000.00	10,000.00	.0
TOTAL FINANCE		34,143.89	34,143.89	540,200.00	506,056.11	6.3
<u>ATTORNEY SERVICES</u>						
10-4145-315.0	PROSECUTING ATTORNEY SERVICES	.00	.00	20,000.00	20,000.00	.0
10-4145-320.0	PUBLIC DEFENDER SERVICES	557.78	557.78	6,000.00	5,442.22	9.3
TOTAL ATTORNEY SERVICES		557.78	557.78	26,000.00	25,442.22	2.2

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EMERGENCY MANAGEMENT</u>						
10-4150-261.0	EQUIPMENT MAINTENANCE	.00	.00	250.00	250.00	.0
10-4150-320.0	PREP FAIR	.00	.00	8,113.00	8,113.00	.0
10-4150-330.0	EDUCATION & TRAINING	.00	.00	1,500.00	1,500.00	.0
10-4150-350.0	CITIZEN CORP	.00	.00	500.00	500.00	.0
10-4150-480.0	MISC SUPPLIES	16.50	16.50	2,000.00	1,983.50	.8
10-4150-740.0	CAPITAL EQUIPMENT	.00	.00	2,500.00	2,500.00	.0
	TOTAL EMERGENCY MANAGEMENT	16.50	16.50	14,863.00	14,846.50	.1
<u>FIRE SERVICES</u>						
10-4155-323.0	SOUTH DAVIS FIRE DIST. ASSMT	84,830.92	84,830.92	1,068,870.00	984,039.08	7.9
	TOTAL FIRE SERVICES	84,830.92	84,830.92	1,068,870.00	984,039.08	7.9
<u>ELECTIONS</u>						
10-4170-480.0	SPECIAL DEPT. SUPPLIES - MISC.	.00	.00	17,200.00	17,200.00	.0
	TOTAL ELECTIONS	.00	.00	17,200.00	17,200.00	.0
<u>YOUTH COUNCIL</u>						
10-4180-480.0	MISCELANEOUS	.00	.00	6,400.00	6,400.00	.0
10-4180-486.0	SPRING CONFERENCE	.00	.00	2,500.00	2,500.00	.0
10-4180-640.0	FLOAT	.00	.00	100.00	100.00	.0
	TOTAL YOUTH COUNCIL	.00	.00	9,000.00	9,000.00	.0
<u>WHITAKER</u>						
10-4190-120.0	PART TIME WAGES	2,128.73	2,128.73	25,000.00	22,871.27	8.5
10-4190-130.0	FICA	145.54	145.54	2,000.00	1,854.46	7.3
10-4190-131.0	RETIREMENT	351.42	351.42	4,600.00	4,248.58	7.6
10-4190-135.0	WORKERS COMPENSATION	39.66	39.66	500.00	460.34	7.9
10-4190-211.0	MEMBERSHIPS	.00	.00	978.00	978.00	.0
10-4190-240.0	OFFICE SUPPLIES	.00	.00	650.00	650.00	.0
10-4190-310.0	RECORDING SERVICES	.00	.00	800.00	800.00	.0
10-4190-312.0	PUBLIC RELATIONS	.00	.00	1,000.00	1,000.00	.0
10-4190-316.0	EVENT SUPPLIES	.00	.00	1,500.00	1,500.00	.0
10-4190-330.0	EDUCATION & TRAINING	.00	.00	950.00	950.00	.0
10-4190-368.0	KEEPING THE STORIES ALIVE	.00	.00	300.00	300.00	.0
10-4190-480.0	MISC SUPPLIES	50.00	50.00	200.00	150.00	25.0
10-4190-740.0	CAPITAL EQUIPMENT	49.00	49.00	1,000.00	951.00	4.9
	TOTAL WHITAKER	2,764.35	2,764.35	39,478.00	36,713.65	7.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT EXPENDITURES</u>					
10-4210-110.0 SALARY AND WAGES	142,409.37	142,409.37	1,461,900.00	1,319,490.63	9.7
10-4210-111.0 OVERTIME PAY	361.59	361.59	27,000.00	26,638.41	1.3
10-4210-112.0 OVERTIME PAY- WARRANT SERVICE	.00	.00	8,000.00	8,000.00	.0
10-4210-115.0 OVERTIME PAY-BALIFF	.00	.00	11,300.00	11,300.00	.0
10-4210-130.0 FICA	9,571.76	9,571.76	111,900.00	102,328.24	8.6
10-4210-131.0 RETIREMENT	33,242.11	33,242.11	491,600.00	458,357.89	6.8
10-4210-132.0 MEDICAL INSURANCE	28,226.39	28,226.39	456,900.00	428,673.61	6.2
10-4210-134.0 LONG TERM DISABILITY	389.05	389.05	7,200.00	6,810.95	5.4
10-4210-135.0 WORKERS COMPENSATION	2,476.91	2,476.91	37,700.00	35,223.09	6.6
10-4210-137.0 LINE OF DUTY	.00	.00	2,000.00	2,000.00	.0
10-4210-200.0 UNIFORM PURCHASE	848.73	848.73	11,600.00	10,751.27	7.3
10-4210-201.0 UNIFORM CLEANING	.00	.00	2,000.00	2,000.00	.0
10-4210-210.0 BOOKS & SUBSCRIPTIONS	279.90	279.90	200.00	(79.90)	140.0
10-4210-211.0 MEMBERSHIPS	100.00	100.00	1,000.00	900.00	10.0
10-4210-220.0 PUBLIC NOTICES	.00	.00	500.00	500.00	.0
10-4210-235.0 EVIDENCE SUPPLIES	133.32	133.32	2,200.00	2,066.68	6.1
10-4210-240.0 OFFICE SUPPLIES	280.48	280.48	5,000.00	4,719.52	5.6
10-4210-241.0 PRINTING	.00	.00	4,250.00	4,250.00	.0
10-4210-242.0 POSTAGE	4.35	4.35	1,300.00	1,295.65	.3
10-4210-250.0 VEHICLE MAINTENANCE - MISC.	531.13	531.13	18,000.00	17,468.87	3.0
10-4210-251.0 BICYCLE MAINTENANCE	.00	.00	300.00	300.00	.0
10-4210-252.0 VEHICLE MAINTENANCE - BODY RPR	.00	.00	4,000.00	4,000.00	.0
10-4210-253.0 VEHICLE MAINTENANCE - TIRES	.00	.00	7,000.00	7,000.00	.0
10-4210-254.0 VEHICLE MAINT- PREVENTATIVE	278.60	278.60	11,500.00	11,221.40	2.4
10-4210-255.0 RADAR MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-4210-260.0 EQUIPMENT MAINTENANCE	.00	.00	10,000.00	10,000.00	.0
10-4210-261.0 RADIO MAINTENANCE	.00	.00	3,500.00	3,500.00	.0
10-4210-262.0 COPIER MAINTENANCE	.00	.00	550.00	550.00	.0
10-4210-263.0 OFFICE EQUIPMENT MAINTENANCE	56.26	56.26	500.00	443.74	11.3
10-4210-264.0 EQUIP MAINTENCE-COMPUTER	1,746.50	1,746.50	5,000.00	3,253.50	34.9
10-4210-265.0 CRIME PREVENTION	4,800.00	4,800.00	6,800.00	2,000.00	70.6
10-4210-267.0 WEAPONS MAINTENANCE	.00	.00	3,625.00	3,625.00	.0
10-4210-270.0 TELEPHONE - AIR TIME	(111.25)	(111.25)	11,500.00	11,611.25	(1.0)
10-4210-282.0 AIR TIME - LAPTOPS	.00	.00	10,550.00	10,550.00	.0
10-4210-290.0 GASOLINE	7,475.44	7,475.44	57,000.00	49,524.56	13.1
10-4210-310.0 PROFESSIONAL SERVICES	.00	.00	4,000.00	4,000.00	.0
10-4210-320.0 FATPOT MAINTENANCE FEES	1,506.75	1,506.75	18,000.00	16,493.25	8.4
10-4210-330.0 EDUCATION & TRAINING	4,140.60	4,140.60	21,000.00	16,859.40	19.7
10-4210-340.0 LEXIPOL P&P	660.75	660.75	7,929.00	7,268.25	8.3
10-4210-480.0 MISC SUPPLIES	1,182.41	1,182.41	5,000.00	3,817.59	23.7
10-4210-481.0 PHOTOGRAPHY SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-4210-482.0 AMMUNITION	.00	.00	8,000.00	8,000.00	.0
10-4210-483.0 INVESTIGATION SUPPLIES	628.26	628.26	3,500.00	2,871.74	18.0
10-4210-484.0 MEDICAL SUPPLIES	208.44	208.44	500.00	291.56	41.7
10-4210-512.0 INSURANCE - AUTO LIAB.	5,643.00	5,643.00	9,000.00	3,357.00	62.7
10-4210-610.0 CITIZEN ACADEMY	450.00	450.00	400.00	(50.00)	112.5
10-4210-620.0 MISCELLANEOUS SERVICES	37.54	37.54	450.00	412.46	8.3
10-4210-621.0 METRO TASK FORCE	.00	.00	14,630.00	14,630.00	.0
10-4210-623.0 PHYSICAL FITNESS STANDARDS	.00	.00	2,500.00	2,500.00	.0
10-4210-625.0 DISPATCH SERVICES	.00	.00	45,320.00	45,320.00	.0
10-4210-730.0 DEER MITIGATION FUNDS	218.80	218.80	500.00	281.20	43.8
10-4210-740.0 CAPITAL EQUIPMENT	762.30	762.30	396,625.00	395,862.70	.2

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
10-4210-752.0	GRANT/DONATION PURCHASES	.00	.00	7,500.00	7,500.00	.0
	TOTAL POLICE DEPARTMENT EXPENDITURES	248,539.49	248,539.49	3,340,229.00	3,091,689.51	7.4
	<u>LIQUOR LAW ENFORCEMENT</u>					
10-4218-110.0	SALARY & WAGES	.00	.00	6,500.00	6,500.00	.0
10-4218-130.0	FICA	.00	.00	700.00	700.00	.0
10-4218-135.0	WORKERS COMPENSATION	.00	.00	150.00	150.00	.0
10-4218-330.0	EDUCATION & TRAINING	.00	.00	1,500.00	1,500.00	.0
10-4218-480.0	MISC SUPPLIES	.00	.00	500.00	500.00	.0
10-4218-740.0	CAPITAL EQUIPMENT	.00	.00	10,000.00	10,000.00	.0
	TOTAL LIQUOR LAW ENFORCEMENT	.00	.00	19,350.00	19,350.00	.0
	<u>SCHOOL CROSSING PROGRAM</u>					
10-4219-120.0	PART TIME WAGES	625.00	625.00	62,000.00	61,375.00	1.0
10-4219-130.0	FICA	47.81	47.81	4,800.00	4,752.19	1.0
10-4219-135.0	WORKERS COMPENSATION	13.12	13.12	1,450.00	1,436.88	.9
10-4219-271.0	UTILITIES - POWER	.00	.00	800.00	800.00	.0
10-4219-480.0	MISC SUPPLIES	.00	.00	1,200.00	1,200.00	.0
	TOTAL SCHOOL CROSSING PROGRAM	685.93	685.93	70,250.00	69,564.07	1.0
	<u>K-9</u>					
10-4223-310.0	PROFESSIONAL SERVICES	.00	.00	2,000.00	2,000.00	.0
10-4223-330.0	EDUCATION & TRAINING	.00	.00	1,500.00	1,500.00	.0
10-4223-480.0	MISC SUPPLIES	.00	.00	2,000.00	2,000.00	.0
	TOTAL K-9	.00	.00	5,500.00	5,500.00	.0
	<u>D.A.R.E PROGRAM</u>					
10-4225-110.0	SALARY & WAGES	4,598.41	4,598.41	53,600.00	49,001.59	8.6
10-4225-130.0	FICA	295.46	295.46	4,100.00	3,804.54	7.2
10-4225-131.0	RETIREMENT	1,401.90	1,401.90	18,800.00	17,398.10	7.5
10-4225-132.0	MEDICAL INSURANCE	116.17	116.17	9,500.00	9,383.83	1.2
10-4225-134.0	LONG TERM DISABILITY	14.00	14.00	300.00	286.00	4.7
10-4225-135.0	WORKERS COMPENSATION	85.22	85.22	2,000.00	1,914.78	4.3
10-4225-241.0	PRINTING	.00	.00	500.00	500.00	.0
10-4225-330.0	TRAINING & EDUCATION	.00	.00	500.00	500.00	.0
10-4225-480.0	MISC SUPPLIES	.00	.00	4,000.00	4,000.00	.0
	TOTAL D.A.R.E PROGRAM	6,511.16	6,511.16	93,300.00	86,788.84	7.0

CENTERVILLE CITY CORPORATION
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>ANIMAL CONTROL SERVICES</u>					
10-4253-310.0	DAVIS COUNTY SERVICES	.00	.00	51,350.00	51,350.00	.0
	TOTAL ANIMAL CONTROL SERVICES	.00	.00	51,350.00	51,350.00	.0
	<u>PUBLIC WORKS ADMINISTRATION</u>					
10-4405-110.0	SALARY AND WAGES	25,306.74	25,306.74	355,200.00	329,893.26	7.1
10-4405-111.0	OVERTIME PAY	.00	.00	3,000.00	3,000.00	.0
10-4405-130.0	FICA	1,703.72	1,703.72	27,200.00	25,496.28	6.3
10-4405-131.0	RETIREMENT	4,208.90	4,208.90	67,200.00	62,991.10	6.3
10-4405-132.0	MEDICAL INSURANCE	5,894.75	5,894.75	116,300.00	110,405.25	5.1
10-4405-134.0	LONG TERM DISABILITY	77.46	77.46	1,700.00	1,622.54	4.6
10-4405-135.0	WORKERS COMPENSATION	458.94	458.94	6,300.00	5,841.06	7.3
10-4405-200.0	UNIFORM PURCHASE	.00	.00	1,200.00	1,200.00	.0
10-4405-210.0	BOOK & SUBSCRIPTIONS	.00	.00	100.00	100.00	.0
10-4405-211.0	MEMBERSHIPS	.00	.00	500.00	500.00	.0
10-4405-220.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4405-230.0	MILEAGE REIMBURSEMENT	.00	.00	100.00	100.00	.0
10-4405-240.0	OFFICE SUPPLIES	92.09	92.09	1,400.00	1,307.91	6.6
10-4405-241.0	PRINTING	.00	.00	200.00	200.00	.0
10-4405-242.0	POSTAGE	.00	.00	500.00	500.00	.0
10-4405-262.0	OFFICE SUPPLIES	.00	.00	300.00	300.00	.0
10-4405-264.0	COMPUTER MAINTENANCE	499.00	499.00	1,500.00	1,001.00	33.3
10-4405-280.0	TELEPHONE - AIR TIME	.00	.00	1,500.00	1,500.00	.0
10-4405-310.0	PROFESSIONAL SERVICES	.00	.00	400.00	400.00	.0
10-4405-330.0	EDUCATION AND TRAINING	90.00	90.00	8,500.00	8,410.00	1.1
10-4405-480.0	MISC SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-4405-482.0	SMALL TOOLS & MINOR EQUIPMENT	1,991.57	1,991.57	14,500.00	12,508.43	13.7
10-4405-512.0	INSURANCE - AUTO LIABILITY	725.00	725.00	1,800.00	1,075.00	40.3
10-4405-740.0	CAPITAL EQUIPMENT	.00	.00	64,000.00	64,000.00	.0
	TOTAL PUBLIC WORKS ADMINISTRATION	41,048.17	41,048.17	674,500.00	633,451.83	6.1

CENTERVILLE CITY CORPORATION
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	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET DEPARTMENT</u>					
10-4410-110.0 SALARY AND WAGES	23,727.11	23,727.11	209,200.00	185,472.89	11.3
10-4410-111.0 OVERTIME	.00	.00	7,000.00	7,000.00	.0
10-4410-130.0 FICA	1,560.94	1,560.94	16,000.00	14,439.06	9.8
10-4410-131.0 RETIREMENT	3,979.87	3,979.87	38,700.00	34,720.13	10.3
10-4410-132.0 MEDICAL INSURANCE	8,241.03	8,241.03	93,100.00	84,858.97	8.9
10-4410-134.0 LONG TERM DISABILITY	73.25	73.25	1,000.00	926.75	7.3
10-4410-135.0 WORKERS COMPENSATION	525.13	525.13	7,600.00	7,074.87	6.9
10-4410-200.0 UNIFORM PURCHASE	.00	.00	1,900.00	1,900.00	.0
10-4410-256.0 VEHICLE MAINTENANCE	2,193.43	2,193.43	74,000.00	71,806.57	3.0
10-4410-261.0 RADIO MAINTENANCE	.00	.00	100.00	100.00	.0
10-4410-265.0 FIRE EXTINGUISHER	.00	.00	300.00	300.00	.0
10-4410-280.0 TELEPHONE - AIR TIME	77.50	77.50	2,000.00	1,922.50	3.9
10-4410-290.0 GASOLINE & DIESEL FUEL	100.00	100.00	21,000.00	20,900.00	.5
10-4410-330.0 EDUCATION & TRAINING	180.00	180.00	6,500.00	6,320.00	2.8
10-4410-479.0 HAULING CONSTRUCTION MATERIAL	.00	.00	3,500.00	3,500.00	.0
10-4410-480.0 MISC SUPPLIES	250.36	250.36	5,000.00	4,749.64	5.0
10-4410-481.0 SNOW REMOVAL	.00	.00	48,500.00	48,500.00	.0
10-4410-482.0 ASPHALT	2,068.11	2,068.11	20,000.00	17,931.89	10.3
10-4410-483.0 WEED CONTROL	.00	.00	100.00	100.00	.0
10-4410-484.0 MEDICAL SUPPLIES	.00	.00	250.00	250.00	.0
10-4410-485.0 TOOLS	.00	.00	1,000.00	1,000.00	.0
10-4410-486.0 PAINT STRIPING MATERIALS	.00	.00	18,000.00	18,000.00	.0
10-4410-488.0 SIGNS	1,428.97	1,428.97	16,000.00	14,571.03	8.9
10-4410-489.0 ROAD BASE	.00	.00	2,500.00	2,500.00	.0
10-4410-494.0 STREET SWEEPING CONTRACT	.00	.00	30,000.00	30,000.00	.0
10-4410-512.0 INSURANCE	4,014.00	4,014.00	4,200.00	186.00	95.6
10-4410-520.0 MISCELLANEOUS SERVICES	124.75	124.75	.00	(124.75)	.0
10-4410-610.0 STREET LIGHT POWER	.00	.00	90,000.00	90,000.00	.0
10-4410-620.0 STREET LIGHT REPAIRS	660.57	660.57	20,000.00	19,339.43	3.3
10-4410-740.0 CAPITAL EQUIPMENT	.00	.00	164,330.00	164,330.00	.0
10-4410-750.0 CAPITAL PROJECTS	.00	.00	26,000.00	26,000.00	.0
TOTAL STREET DEPARTMENT	49,205.02	49,205.02	927,780.00	878,574.98	5.3

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		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GIS DEPARTMENT</u>						
10-4470-110.0	SALARY AND WAGES	5,946.46	5,946.46	69,900.00	63,953.54	8.5
10-4470-111.0	OVERTIME PAY	.00	.00	500.00	500.00	.0
10-4470-130.0	FICA	382.70	382.70	5,400.00	5,017.30	7.1
10-4470-131.0	RETIREMENT	985.56	985.56	12,900.00	11,914.44	7.6
10-4470-132.0	MEDICAL INSURANCE	1,873.17	1,873.17	22,800.00	20,926.83	8.2
10-4470-134.0	LONG TERM DISABILITY	18.14	18.14	400.00	381.86	4.5
10-4470-135.0	WORKERS COMPENSATION	110.26	110.26	1,700.00	1,589.74	6.5
10-4470-200.0	UNIFORM PURCHASE	.00	.00	400.00	400.00	.0
10-4470-211.0	MEMBERSHIPS	.00	.00	150.00	150.00	.0
10-4470-240.0	OFFICE SUPPLIES	.00	.00	2,000.00	2,000.00	.0
10-4470-255.0	VEHICLE MAINTENANCE	.00	.00	350.00	350.00	.0
10-4470-262.0	MAINTENANCE & SUPPLIES	.00	.00	500.00	500.00	.0
10-4470-280.0	TELEPHONE AIR TIME	.00	.00	500.00	500.00	.0
10-4470-282.0	AIR TIME - GPS	.00	.00	1,244.00	1,244.00	.0
10-4470-310.0	PROFESSIONAL SERVICES	.00	.00	300.00	300.00	.0
10-4470-320.0	SOFTWARE SUPPORT	124.75	124.75	5,000.00	4,875.25	2.5
10-4470-330.0	EDUCATION & TRAINING	45.00	45.00	3,000.00	2,955.00	1.5
10-4470-480.0	MISC SUPPLIES	.00	.00	800.00	800.00	.0
10-4470-740.0	CAPITAL EQUIPMENT	.00	.00	3,300.00	3,300.00	.0
TOTAL GIS DEPARTMENT		9,486.04	9,486.04	131,144.00	121,657.96	7.2
<u>ENGINEERING</u>						
10-4490-316.0	ENG. SERVICES - COMMUNITY DEV.	.00	.00	35,000.00	35,000.00	.0
10-4490-317.0	ENG SERVICES - INSPECTION	.00	.00	30,000.00	30,000.00	.0
10-4490-321.0	ENG SERVICES - PARKS & CEMETER	.00	.00	1,000.00	1,000.00	.0
TOTAL ENGINEERING		.00	.00	66,000.00	66,000.00	.0

CENTERVILLE CITY CORPORATION
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		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS DEPARTMENT EXPENDITURES</u>						
10-4510-110.0	SALARY AND WAGES	28,289.17	28,289.17	325,300.00	297,010.83	8.7
10-4510-111.0	OVERTIME	473.03	473.03	1,500.00	1,026.97	31.5
10-4510-120.0	TEMPORARY AND PART TIME WAGES	26,418.52	26,418.52	230,000.00	203,581.48	11.5
10-4510-130.0	FICA	3,691.87	3,691.87	42,600.00	38,908.13	8.7
10-4510-131.0	RETIREMENT	5,194.31	5,194.31	60,800.00	55,605.69	8.5
10-4510-132.0	MEDICAL INSURANCE	7,287.41	7,287.41	96,500.00	89,212.59	7.6
10-4510-134.0	LONG TERM DISABILITY	115.04	115.04	1,600.00	1,484.96	7.2
10-4510-135.0	WORKERS COMPENSATION	1,028.29	1,028.29	13,400.00	12,371.71	7.7
10-4510-200.0	UNIFORM PURCHASES	.00	.00	2,500.00	2,500.00	.0
10-4510-220.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
10-4510-240.0	OFFICE SUPPLIES	56.72	56.72	500.00	443.28	11.3
10-4510-242.0	POSTAGE	.00	.00	50.00	50.00	.0
10-4510-250.0	VEHICLE MAINT & SUPPLIES	204.82	204.82	11,500.00	11,295.18	1.8
10-4510-260.0	MISC EQUIPMENT MAINTENANCE	384.05	384.05	11,000.00	10,615.95	3.5
10-4510-268.0	MOWER MAINTENANCE	553.24	553.24	13,000.00	12,446.76	4.3
10-4510-270.0	UTILITIES - WEBER BASIN WATER	.00	.00	27,916.00	27,916.00	.0
10-4510-271.0	UTILITIES - DEUEL CREEK WATER	.00	.00	14,000.00	14,000.00	.0
10-4510-274.0	UTILITIES - POWER	.00	.00	13,000.00	13,000.00	.0
10-4510-277.0	UTILITIES - SEWER	744.00	744.00	1,244.00	500.00	59.8
10-4510-280.0	TELEPHONE AIR TIME	38.75	38.75	2,400.00	2,361.25	1.6
10-4510-290.0	GASOLINE	.00	.00	16,500.00	16,500.00	.0
10-4510-310.0	PROFESSIONAL SERVICES	249.50	249.50	9,500.00	9,250.50	2.6
10-4510-330.0	EDUCATION & TRAINING	.00	.00	4,000.00	4,000.00	.0
10-4510-480.0	MISC SUPPLIES	561.13	561.13	28,000.00	27,438.87	2.0
10-4510-481.0	FERTILIZERS - WEED CONTROL	.00	.00	26,000.00	26,000.00	.0
10-4510-482.0	PLANTINGS	.00	.00	8,000.00	8,000.00	.0
10-4510-483.0	SPRINKLER REPAIR	264.41	264.41	14,000.00	13,735.59	1.9
10-4510-484.0	HOLIDAY LIGHTING	.00	.00	6,000.00	6,000.00	.0
10-4510-485.0	FIELD PREPARATION	.00	.00	1,800.00	1,800.00	.0
10-4510-486.0	CURB & GUTTER REPAIR	.00	.00	2,000.00	2,000.00	.0
10-4510-512.0	INSURANCE	669.00	669.00	2,000.00	1,331.00	33.5
10-4510-740.0	CAPITAL EQUIPMENT	.00	.00	120,500.00	120,500.00	.0
10-4510-752.0	CITIZEN PARTICIPATION PROJECTS	.00	.00	1,000.00	1,000.00	.0
TOTAL PARKS DEPARTMENT EXPENDITURES		76,223.26	76,223.26	1,108,210.00	1,031,986.74	6.9
<u>PARKS & RECREATION COMMITTEE</u>						
10-4511-310.0	RECORDING SERVICES	.00	.00	440.00	440.00	.0
10-4511-480.0	MISC SUPPLIES	.00	.00	100.00	100.00	.0
TOTAL PARKS & RECREATION COMMITTEE		.00	.00	540.00	540.00	.0

CENTERVILLE CITY CORPORATION
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	<u>TRAILS COMMITTEE</u>					
10-4512-310.0	RECORDER SERVICES	.00	.00	440.00	440.00	.0
10-4512-480.0	MISC SUPPLIES	.00	.00	100.00	100.00	.0
	<u>TOTAL TRAILS COMMITTEE</u>	<u>.00</u>	<u>.00</u>	<u>540.00</u>	<u>540.00</u>	<u>.0</u>
	<u>COMMUNITY EVENTS</u>					
10-4560-482.0	CHRISTMAS LIGHTING	.00	.00	400.00	400.00	.0
10-4560-621.0	JULY 4TH CONTRIBUTION	23,937.13	23,937.13	30,000.00	6,062.87	79.8
10-4560-645.0	EASTER EGG HUNT	.00	.00	1,000.00	1,000.00	.0
10-4560-750.0	MOVIES IN THE PARK	.00	.00	3,240.00	3,240.00	.0
	<u>TOTAL COMMUNITY EVENTS</u>	<u>23,937.13</u>	<u>23,937.13</u>	<u>34,640.00</u>	<u>10,702.87</u>	<u>69.1</u>
	<u>PARKS & RECREATION FACILITY</u>					
10-4595-271.0	UTILITIES - POWER	.00	.00	3,300.00	3,300.00	.0
10-4595-276.0	UTILITIES - GAS	.00	.00	4,600.00	4,600.00	.0
10-4595-277.0	UTILITIES - SEWER	93.00	93.00	153.00	60.00	60.8
10-4595-310.0	PROFESSIONAL SERVICES	.00	.00	4,000.00	4,000.00	.0
10-4595-480.0	MISC SUPPLIES	.00	.00	250.00	250.00	.0
10-4595-481.0	JANITORIAL SUPPLIES	.00	.00	440.00	440.00	.0
10-4595-482.0	MAINTENANCE & REPAIR	.00	.00	2,625.00	2,625.00	.0
10-4595-514.0	INSURANCE	1,530.00	1,530.00	1,200.00	(330.00)	127.5
10-4595-740.0	CAPITAL EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
	<u>TOTAL PARKS & RECREATION FACILITY</u>	<u>1,623.00</u>	<u>1,623.00</u>	<u>19,568.00</u>	<u>17,945.00</u>	<u>8.3</u>
	<u>GENERAL GOVT BLDGS - MAINT FAC</u>					
10-4596-271.0	UTILITIES - POWER	.00	.00	11,000.00	11,000.00	.0
10-4596-276.0	UTILITIES - GAS	.00	.00	8,000.00	8,000.00	.0
10-4596-277.0	UTILITIES - SEWER	372.00	372.00	567.00	195.00	65.6
10-4596-280.0	TELEPHONE SERVICE & EQUIPMENT	1,060.24	1,060.24	13,000.00	11,939.76	8.2
10-4596-310.0	PROFESSIONAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-4596-480.0	MISC SUPPLIES	.00	.00	200.00	200.00	.0
10-4596-481.0	JANITORIAL SUPPLIES	.00	.00	1,100.00	1,100.00	.0
10-4596-482.0	MAINTENANCE & REPAIR	469.02	469.02	15,000.00	14,530.98	3.1
10-4596-514.0	INSURANCE	1,801.00	1,801.00	850.00	(951.00)	211.9
10-4596-740.0	CAPITAL EQUIPMENT	.00	.00	13,500.00	13,500.00	.0
10-4596-750.0	CAPITAL PROJECTS	.00	.00	8,000.00	8,000.00	.0
	<u>TOTAL GENERAL GOVT BLDGS - MAINT FAC</u>	<u>3,702.26</u>	<u>3,702.26</u>	<u>72,217.00</u>	<u>68,514.74</u>	<u>5.1</u>

CENTERVILLE CITY CORPORATION
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GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>GENERAL GOVT BLDGS - CITY HALL</u>						
10-4597-120.0	PART TIME WAGES	2,708.48	2,708.48	35,800.00	33,091.52	7.6
10-4597-130.0	FICA	187.57	187.57	2,800.00	2,612.43	6.7
10-4597-131.0	RETIREMENT	235.34	235.34	4,200.00	3,964.66	5.6
10-4597-135.0	WORKERS COMPENSATION	52.02	52.02	1,250.00	1,197.98	4.2
10-4597-230.0	MILEAGE REIMBURSEMENT	.00	.00	50.00	50.00	.0
10-4597-271.0	UTILITIES - POWER	.00	.00	27,000.00	27,000.00	.0
10-4597-276.0	UTILITIES - GAS	.00	.00	8,700.00	8,700.00	.0
10-4597-277.0	UTILITIES - SEWER	372.00	372.00	612.00	240.00	60.8
10-4597-280.0	TELEPHONE SERVICE & EQUIPMENT	1,060.23	1,060.23	13,000.00	11,939.77	8.2
10-4597-310.0	PROFESSIONAL SERVICES	1,184.00	1,184.00	10,000.00	8,816.00	11.8
10-4597-320.0	ELEVATOR CONTRACT	.00	.00	1,700.00	1,700.00	.0
10-4597-321.0	MECHANICAL SERVICE	1,047.75	1,047.75	10,000.00	8,952.25	10.5
10-4597-480.0	MISC SUPPLIES	.00	.00	800.00	800.00	.0
10-4597-481.0	JANITORIAL SUPPLIES	.00	.00	4,000.00	4,000.00	.0
10-4597-482.0	MAINTENANCE & REPAIR	31.24	31.24	8,000.00	7,968.76	.4
10-4597-514.0	INSURANCE	7,199.00	7,199.00	7,200.00	1.00	100.0
10-4597-750.0	CAPITAL PROJECTS	4,358.91	4,358.91	50,000.00	45,641.09	8.7
TOTAL GENERAL GOVT BLDGS - CITY HALL		18,436.54	18,436.54	185,112.00	166,675.46	10.0
<u>PUBLIC WORKS STORAGE FACILITY</u>						
10-4598-276.0	UTILITIES - GAS	.00	.00	4,000.00	4,000.00	.0
10-4598-480.0	MISC SUPPLIES	.00	.00	150.00	150.00	.0
10-4598-482.0	MAINTENANCE & REPAIR	.00	.00	5,000.00	5,000.00	.0
10-4598-514.0	INSURANCE - PROPERTY	2,694.00	2,694.00	2,300.00	(394.00)	117.1
TOTAL PUBLIC WORKS STORAGE FACILITY		2,694.00	2,694.00	11,450.00	8,756.00	23.5
<u>WHITAKER HOME</u>						
10-4599-270.0	UTILITIES - DEUEL CREEK	.00	.00	275.00	275.00	.0
10-4599-271.0	UTILITIES - POWER	.00	.00	1,300.00	1,300.00	.0
10-4599-276.0	UTILITIES - GAS	.00	.00	800.00	800.00	.0
10-4599-277.0	UTILITIES - SEWER	93.00	93.00	153.00	60.00	60.8
10-4599-318.0	CUSTODIAL SUPPLIES	.00	.00	700.00	700.00	.0
10-4599-482.0	BUILDING MAINT & REPAIR	.00	.00	850.00	850.00	.0
10-4599-514.0	INSURANCE - PROPERTY	686.00	686.00	700.00	14.00	98.0
10-4599-750.0	CAPITAL PROJECTS	7,176.50	7,176.50	24,250.00	17,073.50	29.6
TOTAL WHITAKER HOME		7,955.50	7,955.50	29,028.00	21,072.50	27.4

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>COMMUNITY DEVELOPMENT</u>						
10-4610-110.0	SALARY & WAGES	18,451.67	18,451.67	214,900.00	196,448.33	8.6
10-4610-111.0	OVERTIME PAY	.00	.00	1,000.00	1,000.00	.0
10-4610-130.0	FICA	1,241.36	1,241.36	16,600.00	15,358.64	7.5
10-4610-131.0	RETIREMENT	3,071.64	3,071.64	40,300.00	37,228.36	7.6
10-4610-132.0	MEDICAL INSURANCE	3,974.37	3,974.37	50,000.00	46,025.63	8.0
10-4610-134.0	LONG TERM DISABILITY	56.54	56.54	1,100.00	1,043.46	5.1
10-4610-135.0	WORKERS COMPENSATION	265.59	265.59	4,200.00	3,934.41	6.3
10-4610-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	200.00	200.00	.0
10-4610-211.0	MEMBERSHIPS	.00	.00	1,000.00	1,000.00	.0
10-4610-220.0	PUBLIC NOTICES	.00	.00	800.00	800.00	.0
10-4610-240.0	OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-4610-241.0	PRINTING	.00	.00	500.00	500.00	.0
10-4610-242.0	POSTAGE	.00	.00	1,000.00	1,000.00	.0
10-4610-246.0	IT SERVICES AND LICENSES	.00	.00	4,500.00	4,500.00	.0
10-4610-260.0	VEHICLE MAINTENANCE	.00	.00	300.00	300.00	.0
10-4610-262.0	EQUIP MAINT & SUPPLIES	.00	.00	1,500.00	1,500.00	.0
10-4610-264.0	COMPUTER MAINTENANCE	374.25	374.25	.00	(374.25)	.0
10-4610-280.0	TELEPHONE - AIR TIME	.00	.00	840.00	840.00	.0
10-4610-290.0	GASOLINE	.00	.00	200.00	200.00	.0
10-4610-315.0	PROFESSIONAL SERVICES-PLANNING	.00	.00	1,500.00	1,500.00	.0
10-4610-330.0	EDUCATION & TRAINING	.00	.00	2,500.00	2,500.00	.0
10-4610-752.0	MAIN STREET STUDY	.00	.00	115,600.00	115,600.00	.0
	TOTAL COMMUNITY DEVELOPMENT	27,435.42	27,435.42	459,540.00	432,104.58	6.0
<u>PLANNING COMMISSION</u>						
10-4611-305.0	MEMBER ATTENDANCE	.00	.00	6,000.00	6,000.00	.0
10-4611-310.0	RECORDER SERVICES	.00	.00	3,000.00	3,000.00	.0
10-4611-330.0	EDUCATION & TRAINING	.00	.00	400.00	400.00	.0
	TOTAL PLANNING COMMISSION	.00	.00	9,400.00	9,400.00	.0
<u>BOARD OF ADJUSTMENT</u>						
10-4612-305.0	MEMBER ATTENDANCE	.00	.00	300.00	300.00	.0
10-4612-310.0	RECORDER SERVICES	.00	.00	150.00	150.00	.0
	TOTAL BOARD OF ADJUSTMENT	.00	.00	450.00	450.00	.0
<u>LANDMARKS COMMISSION</u>						
10-4613-310.0	RECORDER SERVICES	.00	.00	500.00	500.00	.0
	TOTAL LANDMARKS COMMISSION	.00	.00	500.00	500.00	.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>BUILDING INSPECTION</u>					
10-4650-210.0	BOOKS & SUBSCRIPTIONS	.00	.00	1,200.00	1,200.00	.0
10-4650-211.0	MEMBERSHIPS	.00	.00	150.00	150.00	.0
10-4650-260.0	EQUIPMENT MAINTENANCE	.00	.00	200.00	200.00	.0
10-4650-316.0	BUILDING INSPECTION SERVICES	.00	.00	35,000.00	35,000.00	.0
	<u>TOTAL BUILDING INSPECTION</u>	<u>.00</u>	<u>.00</u>	<u>36,550.00</u>	<u>36,550.00</u>	<u>.0</u>
	<u>TRANSFERS TO OTHER FUND</u>					
10-4710-820.0	TRANSFER TO RECREATION FUND	41,000.00	41,000.00	41,000.00	.00	100.0
10-4710-952.0	TRANSFER TRANSPORTATION FUND	34,632.66	34,632.66	415,592.00	380,959.34	8.3
10-4710-990.0	CONTINGENCY - PERSONNEL ADJUST	.00	.00	62,344.00	62,344.00	.0
	<u>TOTAL TRANSFERS TO OTHER FUND</u>	<u>75,632.66</u>	<u>75,632.66</u>	<u>518,936.00</u>	<u>443,303.34</u>	<u>14.6</u>
	<u>TOTAL FUND EXPENDITURES</u>	<u>804,254.26</u>	<u>804,254.26</u>	<u>10,879,089.00</u>	<u>10,074,834.74</u>	<u>7.4</u>
	<u>NET REVENUE OVER EXPENDITURES</u>	<u>(27,685.86)</u>	<u>(27,685.86)</u>	<u>(12,105.00)</u>	<u>15,580.86</u>	<u>(228.7)</u>

CENTERVILLE CITY CORPORATION
BALANCE SHEET
JULY 31, 2021

REDEVELOPMENT AGENCY FUND

ASSETS

20-11100000	CASH - COMBINED FUND	735,802.03	
20-11200000	PARRISH DUE FROM LEGACY X	81,774.21	
20-13170000	ACCOUNTS RECEIVABLE-TAX INCREM	248,728.87	
	TOTAL ASSETS		1,066,305.11

LIABILITIES AND EQUITY

LIABILITIES

20-21320000	LEGACY DUE TO PARRISH GATEWAY	81,774.21	
20-25000000	DEFERRED REVENUE-TAX INCRMNT	248,729.15	
	TOTAL LIABILITIES		330,503.36

FUND EQUITY

20-28500000	RESTRICTED FUND BALANCE	471,823.68	
	UNAPPROPRIATED FUND BALANCE:		
20-29510000	FUND BALANCE - PREVIOUS YEAR	340,511.34	
	REVENUE OVER EXPENDITURES - YTD	(76,533.27)	
	BALANCE - CURRENT DATE	263,978.07	
	TOTAL FUND EQUITY		735,801.75
	TOTAL LIABILITIES AND EQUITY		1,066,305.11

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

REDEVELOPMENT AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAX REVENUE</u>					
20-31-100000	TAX INCREMENT - PARRISH LANE	.00	.00	1,300,000.00	1,300,000.00	.0
20-31-150000	TAX INCREMENT - LEGACY XING	.00	.00	350,000.00	350,000.00	.0
20-31-160000	TAX INCREMENT-BARNARD CREEK	.00	.00	200,000.00	200,000.00	.0
	TOTAL TAX REVENUE	.00	.00	1,850,000.00	1,850,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
20-36-100000	MISCELLANEOUS REVENUE	112.85	112.85	3,600.00	3,487.15	3.1
	TOTAL MISCELLANEOUS REVENUE	112.85	112.85	3,600.00	3,487.15	3.1
	<u>PAYMENTS - CONTRIBUTIONS</u>					
20-38-750000	LEASE PAYMENT	144.45	144.45	98,000.00	97,855.55	.2
	TOTAL PAYMENTS - CONTRIBUTIONS	144.45	144.45	98,000.00	97,855.55	.2
	TOTAL FUND REVENUE	257.30	257.30	1,951,600.00	1,951,342.70	.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

REDEVELOPMENT AGENCY FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>						
20-4000-210.0	PUBLIC NOTICES	.00	.00	100.00	100.00	.0
20-4000-310.0	PROFESSIONAL SERVICES	1,100.00	1,100.00	27,000.00	25,900.00	4.1
20-4000-315.0	TRF-ELIGIBLE EXPENSES	.00	.00	1,000.00	1,000.00	.0
20-4000-316.0	ENGINEERING	.00	.00	1,000.00	1,000.00	.0
20-4000-420.0	OTHER OBLIGATIONS	.00	.00	224,393.00	224,393.00	.0
20-4000-423.0	CONTRACTUAL - DAYTON WEST	.00	.00	128,500.00	128,500.00	.0
20-4000-430.0	CONTRACTUAL - LEGACY CROSSING	.00	.00	210,000.00	210,000.00	.0
20-4000-435.0	CONTRACTUAL - RIMINI LLC	.00	.00	23,000.00	23,000.00	.0
20-4000-440.0	CONTRACTUAL - BARNARD CREEK	.00	.00	38,000.00	38,000.00	.0
20-4000-445.0	CONTRACTUAL - H&S LLC	.00	.00	19,000.00	19,000.00	.0
20-4000-480.0	MISC SUPPLIES	.00	.00	5,000.00	5,000.00	.0
20-4000-511.0	INSURANCE/PROPERTY & LIABILITY	17,719.00	17,719.00	22,000.00	4,281.00	80.5
20-4000-620.0	ADMINISTRATIVE SERVICES	22,717.25	22,717.25	272,607.00	249,889.75	8.3
	TOTAL EXPENDITURES	41,536.25	41,536.25	971,600.00	930,063.75	4.3
<u>TRANSFER TO OTHER FUND</u>						
20-4710-810.0	TRANSFER TO GF-HOMELESS	2,920.99	2,920.99	35,000.00	32,079.01	8.4
20-4710-830.0	TRANSFER - ADDITIONAL INCREM	32,333.33	32,333.33	388,000.00	355,666.67	8.3
	TOTAL TRANSFER TO OTHER FUND	35,254.32	35,254.32	423,000.00	387,745.68	8.3
<u>IMPROVEMENT PROJECTS</u>						
20-5000-100.0	TRAFFIC SIGNAL - MARKETPLACE	.00	.00	487,000.00	487,000.00	.0
20-5000-150.0	RDA IMPROVEMENTS	.00	.00	70,000.00	70,000.00	.0
	TOTAL IMPROVEMENT PROJECTS	.00	.00	557,000.00	557,000.00	.0
	TOTAL FUND EXPENDITURES	76,790.57	76,790.57	1,951,600.00	1,874,809.43	3.9
	NET REVENUE OVER EXPENDITURES	(76,533.27)	(76,533.27)	.00	76,533.27	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
JULY 31, 2021

MUNICIPAL BUILDING AUTHORITY

ASSETS

23-11100000	CASH - COMBINED FUND	1,207.46	
	TOTAL ASSETS		1,207.46

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
23-29510000	FUND BALANCE - PREVIOUS YEAR	1,207.46	
	BALANCE - CURRENT DATE	1,207.46	
	TOTAL FUND EQUITY		1,207.46
	TOTAL LIABILITIES AND EQUITY		1,207.46

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

RECREATION

ASSETS

25-11100000	CASH		73,855.42	
	TOTAL ASSETS			73,855.42

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
25-29510000	PRIOR UNRESTRICTED FUND BALANC	35,158.53		
	REVENUE OVER EXPENDITURES - YTD	37,181.89		
	BALANCE - CURRENT DATE		72,340.42	
	TOTAL FUND EQUITY			72,340.42
	TOTAL LIABILITIES AND EQUITY			72,340.42

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
25-34-100000	SUMMER RECREATION FEES	(4,605.00)	(4,605.00)	72,375.00	76,980.00	(6.4)
25-34-300000	OFF SEASON RECREATION FEES	.00	.00	13,500.00	13,500.00	.0
25-34-400000	YOUTH BASEBALL/SOFTBALL FEES	4,212.92	4,212.92	45,000.00	40,787.08	9.4
	TOTAL CHARGES FOR SERVICES	(392.08)	(392.08)	130,875.00	131,267.08	(.3)
	<u>MISCELLANEOUS REVENUE</u>					
25-36-000000	CONCESSION SALES	60.83	60.83	20,950.00	20,889.17	.3
	TOTAL MISCELLANEOUS REVENUE	60.83	60.83	20,950.00	20,889.17	.3
	<u>DONATIONS</u>					
25-38-750000	BASEBALL DONATIONS & FUNDRAISR	.00	.00	100.00	100.00	.0
	TOTAL DONATIONS	.00	.00	100.00	100.00	.0
	<u>CONTRIBUTIONS & TRANSFERS</u>					
25-39-100000	TRANSFER FROM GENERAL FUND	41,000.00	41,000.00	41,000.00	.00	100.0
	TOTAL CONTRIBUTIONS & TRANSFERS	41,000.00	41,000.00	41,000.00	.00	100.0
	TOTAL FUND REVENUE	40,668.75	40,668.75	192,925.00	152,256.25	21.1

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SUMMER RECREATION</u>					
25-4000-120.0	PART TIME WAGES	602.04	602.04	67,000.00	66,397.96	.9
25-4000-130.0	FICA	43.04	43.04	5,200.00	5,156.96	.8
25-4000-131.0	RETIREMENT	.00	.00	5,600.00	5,600.00	.0
25-4000-135.0	WORKERS COMPENSATION	12.63	12.63	830.00	817.37	1.5
25-4000-220.0	PUBLIC NOTICES	.00	.00	1,000.00	1,000.00	.0
25-4000-230.0	MILEAGE REIMBURSEMENT	.00	.00	500.00	500.00	.0
25-4000-240.0	GENERAL OFFICE SUPPLIES	178.19	178.19	300.00	121.81	59.4
25-4000-260.0	EQUIP MAINT & SUPPLIES	.00	.00	100.00	100.00	.0
25-4000-262.0	COPIER SUPPLIES	.00	.00	500.00	500.00	.0
25-4000-280.0	TELEPHONE - AIR TIME	.00	.00	420.00	420.00	.0
25-4000-310.0	MEDICAL EXAMS	.00	.00	800.00	800.00	.0
25-4000-311.0	INSTRUCTORS	1,520.00	1,520.00	15,000.00	13,480.00	10.1
25-4000-314.0	COMPUTER SERVICES	.00	.00	3,200.00	3,200.00	.0
25-4000-330.0	EDUCATION & TRAINING	.00	.00	300.00	300.00	.0
25-4000-480.0	MISC SUPPLIES	.00	.00	12,686.00	12,686.00	.0
	TOTAL SUMMER RECREATION	2,355.90	2,355.90	113,436.00	111,080.10	2.1
	<u>OFF SEASON RECREATION</u>					
25-4200-310.0	INSTRUCTORS	.00	.00	9,000.00	9,000.00	.0
25-4200-480.0	MISC. SUPPLIES	.00	.00	4,500.00	4,500.00	.0
	TOTAL OFF SEASON RECREATION	.00	.00	13,500.00	13,500.00	.0
	<u>YOUTH BASEBALL/SOFTBALL</u>					
25-4300-120.0	PART TIME WAGES	.00	.00	2,000.00	2,000.00	.0
25-4300-130.0	FICA	36.70	36.70	689.00	652.30	5.3
25-4300-135.0	WORKERS COMPENSATION	10.92	10.92	200.00	189.08	5.5
25-4300-220.0	PUBLIC NOTICES	.00	.00	150.00	150.00	.0
25-4300-260.0	EQUIP MAINT & SUPPLIES	.00	.00	1,000.00	1,000.00	.0
25-4300-310.0	UMPIRES	582.25	582.25	7,000.00	6,417.75	8.3
25-4300-311.0	PROFESSIONAL SERVICES	24.00	24.00	2,000.00	1,976.00	1.2
25-4300-480.0	MISC. SUPPLIES	158.00	158.00	32,000.00	31,842.00	.5
	TOTAL YOUTH BASEBALL/SOFTBALL	811.87	811.87	45,039.00	44,227.13	1.8

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

RECREATION

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CONCESSIONS</u>					
25-4900-120.0	PART TIME WAGES	.00	.00	10,000.00	10,000.00	.0
25-4900-130.0	FICA	.00	.00	765.00	765.00	.0
25-4900-135.0	WORKERS COMPENSATION	.00	.00	135.00	135.00	.0
25-4900-260.0	EQUIP MAINT & SUPPLIES	.00	.00	50.00	50.00	.0
25-4900-310.0	PROFESSIONAL SERVICES	319.09	319.09	2,000.00	1,680.91	16.0
25-4900-480.0	MISC. SUPPLIES	.00	.00	8,000.00	8,000.00	.0
	TOTAL CONCESSIONS	319.09	319.09	20,950.00	20,630.91	1.5
	TOTAL FUND EXPENDITURES	3,486.86	3,486.86	192,925.00	189,438.14	1.8
	NET REVENUE OVER EXPENDITURES	37,181.89	37,181.89	.00	(37,181.89)	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

RAP TAX

ASSETS

27-11100000	CASH - COMBINED FUND	337,402.01	
27-13170000	RAP TAX A/R	84,054.12	
	TOTAL ASSETS		421,456.13

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
27-29510000	FUND BALANCE - PREVIOUS YEAR	416,725.35	
	REVENUE OVER EXPENDITURES - YTD	4,730.78	
	BALANCE - CURRENT DATE	421,456.13	
	TOTAL FUND EQUITY		421,456.13
	TOTAL LIABILITIES AND EQUITY		421,456.13

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

		RAP TAX				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>						
27-31-350000	RAP TAX	45,442.47	45,442.47	485,000.00	439,557.53	9.4
	TOTAL REVENUE	45,442.47	45,442.47	485,000.00	439,557.53	9.4
<u>MISCELLANEOUS REVENUE</u>						
27-36-100000	INTEREST INCOME	186.53	186.53	11,000.00	10,813.47	1.7
	TOTAL MISCELLANEOUS REVENUE	186.53	186.53	11,000.00	10,813.47	1.7
	TOTAL FUND REVENUE	45,629.00	45,629.00	496,000.00	450,371.00	9.2

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

		RAP TAX				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TRANSFERS & GRANTS</u>						
27-5000-710.0	MISC PARK PROJECTS	38,626.10	38,626.10	423,250.00	384,623.90	9.1
27-5000-750.0	WHITAKER TRANSFERS - GRANTS	2,272.12	2,272.12	24,250.00	21,977.88	9.4
27-5000-800.0	DCPA PROJECTS-GRANTS	.00	.00	24,250.00	24,250.00	.0
27-5000-850.0	USE OF CONTINGENCY	.00	.00	24,250.00	24,250.00	.0
TOTAL TRANSFERS & GRANTS		40,898.22	40,898.22	496,000.00	455,101.78	8.3
TOTAL FUND EXPENDITURES		40,898.22	40,898.22	496,000.00	455,101.78	8.3
NET REVENUE OVER EXPENDITURES		4,730.78	4,730.78	.00	(4,730.78)	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

CEMETERY PERPETUAL CARE

ASSETS

30-11100000	CASH - COMBINED FUND	90,785.68	
	TOTAL ASSETS		90,785.68

LIABILITIES AND EQUITYFUND EQUITY

30-28500000	RESTRICTED FUND BALANCE	37,700.00	
	UNAPPROPRIATED FUND BALANCE:		
30-29510000	FUND BALANCE - PREVIOUS YEAR	50,073.27	
	REVENUE OVER EXPENDITURES - YTD	3,012.41	
	BALANCE - CURRENT DATE	53,085.68	
	TOTAL FUND EQUITY		90,785.68
	TOTAL LIABILITIES AND EQUITY		90,785.68

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

CEMETERY PERPETUAL CARE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
30-34-820000	PERPETUAL CARE FEE	3,000.00	3,000.00	30,000.00	27,000.00	10.0
30-34-821000	MONUMENT PERMIT FEES	.00	.00	3,000.00	3,000.00	.0
	TOTAL CHARGES FOR SERVICES	3,000.00	3,000.00	33,000.00	30,000.00	9.1
	<u>MISCELLANEOUS REVENUE</u>					
30-36-100000	INTEREST INCOME	12.41	12.41	1,100.00	1,087.59	1.1
	TOTAL MISCELLANEOUS REVENUE	12.41	12.41	1,100.00	1,087.59	1.1
	TOTAL FUND REVENUE	3,012.41	3,012.41	34,100.00	31,087.59	8.8

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

CEMETERY PERPETUAL CARE

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRANSFERS TO OTHER FUNDS</u>					
30-4710-810.1	TRANSFER TO GENERAL FUND	.00	.00	27,280.00	27,280.00	.0
30-4710-980.0	CONTRIBUTION FUND BALANCE	.00	.00	6,820.00	6,820.00	.0
	TOTAL TRANSFERS TO OTHER FUNDS	.00	.00	34,100.00	34,100.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	34,100.00	34,100.00	.0
	NET REVENUE OVER EXPENDITURES	3,012.41	3,012.41	.00	(3,012.41)	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

2009 SALES TAX - DEBT SERVICE

ASSETS

35-11100000	CASH - COMBINED FUND		3,839.10	
	TOTAL ASSETS			3,839.10

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
35-29510000	BEGINNING OF YEAR	3,839.10		
	BALANCE - CURRENT DATE		3,839.10	
	TOTAL FUND EQUITY			3,839.10
	TOTAL LIABILITIES AND EQUITY			3,839.10

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

PARK FUND

ASSETS

45-11100000	CASH - COMBINED FUND	246,534.03	
45-13170000	DUE FROM OTHER GOVERNMENTS	43,032.99	
	TOTAL ASSETS		289,567.02

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
45-29510000	FUND BALANCE - PREVIOUS YEAR	250,846.11	
	REVENUE OVER EXPENDITURES - YTD	38,720.91	
	BALANCE - CURRENT DATE	289,567.02	
	TOTAL FUND EQUITY		289,567.02
	TOTAL LIABILITIES AND EQUITY		289,567.02

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

PARK FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
45-34-700000	PARK IMPACT FEES	.00	.00	40,000.00	40,000.00	.0
45-34-920000	TRANSFER IN - RAP	38,626.10	38,626.10	447,500.00	408,873.90	8.6
	TOTAL CHARGES FOR SERVICES	38,626.10	38,626.10	487,500.00	448,873.90	7.9
	<u>MISCELLANEOUS REVENUE</u>					
45-36-100000	INTEREST INCOME	94.81	94.81	4,600.00	4,505.19	2.1
	TOTAL MISCELLANEOUS REVENUE	94.81	94.81	4,600.00	4,505.19	2.1
	TOTAL FUND REVENUE	38,720.91	38,720.91	492,100.00	453,379.09	7.9

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

		PARK FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>OTHER PARK EXPENDITURES</u>						
45-4810-100.0	CAPITAL PROJECTS	.00	.00	103,263.00	103,263.00	.0
45-4810-180.0	SOUTH DAVIS RECREATION DIST	.00	.00	107,000.00	107,000.00	.0
	TOTAL OTHER PARK EXPENDITURES	.00	.00	210,263.00	210,263.00	.0
<u>PARK PROJECTS</u>						
45-4860-180.0	*ISLAND VIEW REMODEL*	.00	.00	281,837.00	281,837.00	.0
	TOTAL PARK PROJECTS	.00	.00	281,837.00	281,837.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	492,100.00	492,100.00	.0
	NET REVENUE OVER EXPENDITURES	38,720.91	38,720.91	.00	(38,720.91)	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

TRANSPORTATION FUND

ASSETS

48-11100000	CASH - COMBINED FUND	1,438,383.75	
48-13170000	TAX RECEIVABLE	183,125.08	
	TOTAL ASSETS		1,621,508.83

LIABILITIES AND EQUITYFUND EQUITY

48-28500000	RESTRICTED FUND BALANCE	505,173.94	
	UNAPPROPRIATED FUND BALANCE:		
48-29510000	FUND BALANCE - PREVIOUS YEAR	1,044,042.58	
	REVENUE OVER EXPENDITURES - YTD	72,292.31	
	BALANCE - CURRENT DATE	1,116,334.89	
	TOTAL FUND EQUITY		1,621,508.83
	TOTAL LIABILITIES AND EQUITY		1,621,508.83

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>TAXES</u>					
48-31-300000	SALES TAX	40,136.82	40,136.82	400,000.00	359,863.18	10.0
	TOTAL TAXES	40,136.82	40,136.82	400,000.00	359,863.18	10.0
	<u>STATE REVENUE</u>					
48-33-430000	CLASS C ROADS	.00	.00	690,000.00	690,000.00	.0
48-33-450000	GRANTS	.00	.00	100,000.00	100,000.00	.0
	TOTAL STATE REVENUE	.00	.00	790,000.00	790,000.00	.0
	<u>TRANSFERS</u>					
48-34-800000	TRANSFER- GENERAL FUND	34,632.66	34,632.66	415,592.00	380,959.34	8.3
	TOTAL TRANSFERS	34,632.66	34,632.66	415,592.00	380,959.34	8.3
	<u>MISC. REVENUE</u>					
48-36-100000	INTEREST	358.58	358.58	33,000.00	32,641.42	1.1
	TOTAL MISC. REVENUE	358.58	358.58	33,000.00	32,641.42	1.1
	TOTAL FUND REVENUE	75,128.06	75,128.06	1,638,592.00	1,563,463.94	4.6

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

TRANSPORTATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>CAPITAL PROJECTS</u>					
48-4000-310.0	PROFESSIONAL SERVICES	1,000.00	1,000.00	12,000.00	11,000.00	8.3
48-4000-316.0	ENGINEERING - GENERAL	.00	.00	35,000.00	35,000.00	.0
48-4000-710.0	CAPITAL PROJECTS	1,835.75	1,835.75	1,441,592.00	1,439,756.25	.1
	TOTAL CAPITAL PROJECTS	2,835.75	2,835.75	1,488,592.00	1,485,756.25	.2
	<u>ANNUAL PROJECTS</u>					
48-5000-800.0	ANNUAL SIDEWALK PROJECTS	.00	.00	150,000.00	150,000.00	.0
	TOTAL ANNUAL PROJECTS	.00	.00	150,000.00	150,000.00	.0
	TOTAL FUND EXPENDITURES	2,835.75	2,835.75	1,638,592.00	1,635,756.25	.2
	NET REVENUE OVER EXPENDITURES	72,292.31	72,292.31	.00	(72,292.31)	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

UTOPIA PROJECT FUND

ASSETS

49-11100000	CASH - COMBINED FUND	32,322.53	
49-13190000	ACCOUNTS RECEIVABLE-UTOPIA	242,293.51	
	TOTAL ASSETS		274,616.04

LIABILITIES AND EQUITYLIABILITIES

49-23370000	DEFERRED REVENUE-UTOPIA	242,293.51	
	TOTAL LIABILITIES		242,293.51

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
49-29510000	FUND BALANCE - PREVIOUS YEAR	42,583.99	
	REVENUE OVER EXPENDITURES - YTD	(10,261.46)	
	BALANCE - CURRENT DATE	32,322.53	
	TOTAL FUND EQUITY		32,322.53
	TOTAL LIABILITIES AND EQUITY		274,616.04

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

UTOPIA PROJECT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>SOURCE 33</u>					
49-33-110000	UTOPIA REBATE	.00	.00	123,137.00	123,137.00	.0
	TOTAL SOURCE 33	.00	.00	123,137.00	123,137.00	.0
	<u>TRANSFERS</u>					
49-34-850000	TRANSFER IN - TAX INCREMENT	32,333.33	32,333.33	388,000.00	355,666.67	8.3
	TOTAL TRANSFERS	32,333.33	32,333.33	388,000.00	355,666.67	8.3
	TOTAL FUND REVENUE	32,333.33	32,333.33	511,137.00	478,803.67	6.3

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

UTOPIA PROJECT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
49-4000-800.0	PLEDGE PAYMENTS	42,594.79	42,594.79	511,137.00	468,542.21	8.3
	TOTAL EXPENDITURES	42,594.79	42,594.79	511,137.00	468,542.21	8.3
	TOTAL FUND EXPENDITURES	42,594.79	42,594.79	511,137.00	468,542.21	8.3
	NET REVENUE OVER EXPENDITURES	(10,261.46)	(10,261.46)	.00	10,261.46	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

WATER FUND

ASSETS

51-11100000	CASH - COMBINED FUND	732,100.48	
51-11820000	INVESTMENT IN WATER STOCK	48,616.66	
51-13100000	ACCOUNTS RECEIVABLE - UNBILLED	45,279.97	
51-13110000	ACCOUNTS RECEIVABLE	284,798.34	
51-13120000	ALLOWANCE FOR BAD DEBT	(24,883.46)	
51-13170000	ACCOUNTS RECEIVABLE - OTHER	(110.00)	
51-15460000	DEFERRED OUTFLOWS-PENSIONS	54,527.54	
51-15500000	WATER INVENTORY	260,191.35	
51-15610000	PREPAID WATER	50,125.00	
51-16300000	WORK IN PROGRESS	520,811.15	
51-16310000	RESERVOIRS	984,856.84	
51-16320000	ALLOWANCE DEPREC./RESERVOIRS	(824,356.74)	
51-16330000	WATER DISTRIBUTION SYSTEMS	4,295,308.03	
51-16340000	ALLOWANCE DEPREC./WATERLINES	(3,716,346.32)	
51-16350000	BUILDINGS & WELLS	3,501,966.49	
51-16360000	ALLOW. DEPREC./LAND/BLDGS/WELL	(1,226,235.26)	
51-16390000	WATERLINE SYSTEMS	12,608,988.75	
51-16400000	ALLOWANCE DEPREC./WTRLN SYSTM	(2,030,375.54)	
51-16510000	MACHINERY	744,655.60	
51-16520000	ALLOWANCE DEPREC./MACHINERY	(661,040.40)	
51-16530000	LAND	236,908.84	
TOTAL ASSETS			15,885,787.32

LIABILITIES AND EQUITYLIABILITIES

51-21330000	BOND PAYABLE	1,233,000.00	
51-21341000	ACCRUED INTEREST	13,035.44	
51-21350000	ACCRUED PAYROLL	4,143.35	
51-21351000	ACCRUED ABSENCES	53,463.87	
51-23400000	DEFERRED INFLOWS-PENSIONS	69,549.99	
51-25410000	UNAMORTIZED BOND PREMIUM	113,649.66	
51-25420000	DEFERRED LOSS FROM BOND DEF	(12,309.30)	
51-25450000	NET PENSION LIABILITY	113,327.06	
TOTAL LIABILITIES			1,587,860.07

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
51-29510000	PRIOR UNRESTRICTED/BALANCE	14,207,427.42	
	REVENUE OVER EXPENDITURES - YTD	76,935.89	
BALANCE - CURRENT DATE			14,284,363.31
TOTAL FUND EQUITY			14,284,363.31
TOTAL LIABILITIES AND EQUITY			15,872,223.38

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
51-34-400000	WATER IMPACT FEE	.00	.00	60,000.00	60,000.00	.0
51-34-450000	WTRLN CONST.FEES/NEW SUBS(CON)	.00	.00	75,000.00	75,000.00	.0
	TOTAL CHARGES FOR SERVICES	.00	.00	135,000.00	135,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
51-36-100000	BANKING & INT./INTEREST INCOME	82.39	82.39	6,000.00	5,917.61	1.4
	TOTAL MISCELLANEOUS REVENUE	82.39	82.39	6,000.00	5,917.61	1.4
	<u>OPERATING REVENUE</u>					
51-37-110000	WATER SALES	249,706.59	249,706.59	2,800,000.00	2,550,293.41	8.9
51-37-130000	WATER YOKES AND METERS	.00	.00	10,000.00	10,000.00	.0
51-37-160000	HYDRANT WATER SALES	500.00	500.00	3,500.00	3,000.00	14.3
51-37-200000	DELINQUENT PENALTY	939.62	939.62	12,000.00	11,060.38	7.8
51-37-300000	GAIN ON SALE OF FIXED ASSET	.00	.00	29,000.00	29,000.00	.0
	TOTAL OPERATING REVENUE	251,146.21	251,146.21	2,854,500.00	2,603,353.79	8.8
	TOTAL FUND REVENUE	251,228.60	251,228.60	2,995,500.00	2,744,271.40	8.4

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>EXPENDITURES</u>					
51-4000-110.0	SALARY AND WAGES	17,290.27	17,290.27	262,200.00	244,909.73	6.6
51-4000-111.0	OVERTIME PAY	406.58	406.58	5,000.00	4,593.42	8.1
51-4000-120.0	TEMPORARY & PART-TIME WAGES	797.36	797.36	20,000.00	19,202.64	4.0
51-4000-130.0	FICA	1,247.05	1,247.05	22,000.00	20,752.95	5.7
51-4000-131.0	RETIREMENT	2,940.54	2,940.54	49,500.00	46,559.46	5.9
51-4000-132.0	MEDICAL INSURANCE	4,042.28	4,042.28	95,500.00	91,457.72	4.2
51-4000-134.0	LONG TERM DISABILITY	54.12	54.12	1,400.00	1,345.88	3.9
51-4000-135.0	WORKERS COMPENSATION	345.92	345.92	8,100.00	7,754.08	4.3
51-4000-200.0	UNIFORM PURCHASE	.00	.00	2,650.00	2,650.00	.0
51-4000-205.0	BANK PROCESSING CHARGES-XPRESS	2,089.30	2,089.30	23,000.00	20,910.70	9.1
51-4000-210.0	BOOKS - MEMBERSHIPS	.00	.00	300.00	300.00	.0
51-4000-211.0	MEMBERSHIPS	.00	.00	2,600.00	2,600.00	.0
51-4000-220.0	PUBLIC NOTICES	.00	.00	500.00	500.00	.0
51-4000-240.0	OFFICE SUPPLIES	82.08	82.08	1,200.00	1,117.92	6.8
51-4000-241.0	PRINTING	.00	.00	9,500.00	9,500.00	.0
51-4000-242.0	POSTAGE	70.89	70.89	11,500.00	11,429.11	.6
51-4000-250.0	VEHICLE MAINT & SUPPLIES	846.11	846.11	19,000.00	18,153.89	4.5
51-4000-260.0	EQUIP MAINT & SUPPLIES	.00	.00	1,350.00	1,350.00	.0
51-4000-261.0	EQUIPMENT MAINTENANCE - RADIO	.00	.00	500.00	500.00	.0
51-4000-263.0	EQUIPMENT MAINTENANCE - OFFICE	.00	.00	500.00	500.00	.0
51-4000-265.0	FIRE EXTINGUISHER SUPPLIES	.00	.00	400.00	400.00	.0
51-4000-266.0	METER READING MAINTENANCE	.00	.00	2,300.00	2,300.00	.0
51-4000-275.0	UTILITIES - PUMPS AND WELLS	5,002.16	5,002.16	67,000.00	61,997.84	7.5
51-4000-280.0	AIR TIME	77.50	77.50	2,500.00	2,422.50	3.1
51-4000-286.0	TELEMETERING	.00	.00	17,000.00	17,000.00	.0
51-4000-290.0	GASOLINE & DIESEL SERVICES	.00	.00	17,000.00	17,000.00	.0
51-4000-310.0	PROFESSIONAL SERVICES	1,000.00	1,000.00	26,000.00	25,000.00	3.9
51-4000-314.0	COMPUTER SUPPORT	381.50	381.50	6,800.00	6,418.50	5.6
51-4000-316.0	ENGINEER	.00	.00	5,000.00	5,000.00	.0
51-4000-330.0	EDUCATION AND TRAINING	225.00	225.00	9,500.00	9,275.00	2.4
51-4000-340.0	CERTIFICATIONS - EXAMS	.00	.00	1,500.00	1,500.00	.0
51-4000-478.0	COMMERCIAL WATER METERS	.00	.00	7,500.00	7,500.00	.0
51-4000-479.0	HAULING CONSTRUCTION MATERIAL	.00	.00	3,000.00	3,000.00	.0
51-4000-480.0	MISC SUPPLIES	476.61	476.61	40,000.00	39,523.39	1.2
51-4000-481.0	METER REPAIRS	.00	.00	9,000.00	9,000.00	.0
51-4000-484.0	WATER MAINS SUPPLIES	1,483.94	1,483.94	39,000.00	37,516.06	3.8
51-4000-485.0	BLUE STAKES	.00	.00	6,700.00	6,700.00	.0
51-4000-486.0	ASPHALT	.00	.00	15,000.00	15,000.00	.0
51-4000-487.0	ROADBASE	.00	.00	4,000.00	4,000.00	.0
51-4000-488.0	SAND	.00	.00	2,000.00	2,000.00	.0
51-4000-489.0	CHLORINE	.00	.00	13,500.00	13,500.00	.0
51-4000-490.0	WEBER BASIN PURCHASES	10,025.00	10,025.00	123,508.00	113,483.00	8.1
51-4000-491.0	INSTALL LATERALS	.00	.00	5,500.00	5,500.00	.0
51-4000-492.0	FLOURIDATION	.00	.00	35,000.00	35,000.00	.0
51-4000-493.0	NEW METERS	.00	.00	19,000.00	19,000.00	.0
51-4000-495.0	WATER RIGHTS	.00	.00	2,000.00	2,000.00	.0
51-4000-496.0	BACKFLOW PROGRAM	.00	.00	900.00	900.00	.0
51-4000-510.0	UNSCHEDULED WATER REPAIRS	.00	.00	20,000.00	20,000.00	.0
51-4000-511.0	INSURANCE - LIABILITY	.00	.00	13,750.00	13,750.00	.0
51-4000-512.0	INSURANCE - AUTO LIAB.	363.00	363.00	350.00	(13.00)	103.7
51-4000-513.0	INSURANCE - WELLS & PUMPS	.00	.00	2,100.00	2,100.00	.0
51-4000-621.0	WATER TESTING	.00	.00	15,000.00	15,000.00	.0

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
51-4000-630.0 UNCOLLECTABLE ACCOUNTS	.00	.00	1,000.00	1,000.00	.0
51-4000-640.0 GENERAL FUND ADMIN. SERVICE	84,622.17	84,622.17	1,015,466.00	930,843.83	8.3
51-4000-850.0 UWFA - BOND PAYMENT	.00	.00	272,067.00	272,067.00	.0
51-4000-910.0 DEPRECIATION EXPENSE	39,583.33	39,583.33	475,000.00	435,416.67	8.3
TOTAL EXPENDITURES	173,452.71	173,452.71	2,831,641.00	2,658,188.29	6.1
CAPITAL EQUIPMENT/PROJECTS					
51-5154-740.0 CAPITAL EQUIPMENT	.00	.00	191,200.00	191,200.00	.0
51-5154-750.0 CAPITAL PROJECTS	840.00	840.00	447,659.00	446,819.00	.2
TOTAL CAPITAL EQUIPMENT/PROJECTS	840.00	840.00	638,859.00	638,019.00	.1
TOTAL FUND EXPENDITURES	174,292.71	174,292.71	3,470,500.00	3,296,207.29	5.0
NET REVENUE OVER EXPENDITURES	76,935.89	76,935.89	(475,000.00)	(551,935.89)	16.2

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

SANITATION FUND

ASSETS

52-11100000	CASH - COMBINED FUND	89,085.59	
52-13120000	ALLOWANCE FOR UNCOLLECTIBLE AC	(9,785.00)	
52-13140000	ACCOUNTS RECEIVABLE - GARBAGE	73,936.30	
52-13150000	ACCOUNTS RECEIVABLE - RECYCLE	17,384.54	
52-13160000	ACCOUNTS RECEIVABLE GREEN WAST	13,225.43	
	TOTAL ASSETS		183,846.86

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
52-29510000	FUND BALANCE - PREVIOUS YEAR	96,904.39	
	REVENUE OVER EXPENDITURES - YTD	86,942.47	
	BALANCE - CURRENT DATE	183,846.86	
	TOTAL FUND EQUITY		183,846.86
	TOTAL LIABILITIES AND EQUITY		183,846.86

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

SANITATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>MISCELLANEOUS REVENUE</u>					
52-36-100000	INTEREST INCOME	28.06	28.06	900.00	871.94	3.1
52-36-200000	FALL CLEANUP REVENUE	.00	.00	200.00	200.00	.0
52-36-250000	USE OF FUND BALANCE	.00	.00	17,692.00	17,692.00	.0
	TOTAL MISCELLANEOUS REVENUE	28.06	28.06	18,792.00	18,763.94	.2
	<u>OPERATING REVENUE</u>					
52-37-100000	REFUSE COLLECTION CHARGES	69,140.39	69,140.39	820,000.00	750,859.61	8.4
52-37-200000	RECYCLING REVENUES	17,319.27	17,319.27	204,000.00	186,680.73	8.5
52-37-250000	GREEN WASTE CHARGES	14,162.58	14,162.58	168,000.00	153,837.42	8.4
52-37-300000	CONTAINER ADVANCE LEASE PAYMT	348.00	348.00	5,000.00	4,652.00	7.0
	TOTAL OPERATING REVENUE	100,970.24	100,970.24	1,197,000.00	1,096,029.76	8.4
	TOTAL FUND REVENUE	100,998.30	100,998.30	1,215,792.00	1,114,793.70	8.3

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

SANITATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	EXPENDITURES					
52-4000-205.0	BANKING & INV/INTEREST EXPENSE	420.83	420.83	5,050.00	4,629.17	8.3
52-4000-241.0	PRINTING	.00	.00	3,200.00	3,200.00	.0
52-4000-242.0	POSTAGE	.00	.00	6,000.00	6,000.00	.0
52-4000-314.0	COMPUTER SUPPORT	381.50	381.50	4,500.00	4,118.50	8.5
52-4000-320.0	GREEN WASTE COLLECTION	.00	.00	89,000.00	89,000.00	.0
52-4000-321.0	COLLECTION	.00	.00	265,000.00	265,000.00	.0
52-4000-322.0	DISPOSAL & TIPPING FEES	.00	.00	475,000.00	475,000.00	.0
52-4000-324.0	RECYCLING COLLECTION	.00	.00	175,000.00	175,000.00	.0
52-4000-480.0	MISC SUPPLIES	.00	.00	100.00	100.00	.0
52-4000-486.0	SPRING CLEAN-UP	.00	.00	20,000.00	20,000.00	.0
52-4000-510.0	GENERAL LIABILITY INSURANCE	.00	.00	3,900.00	3,900.00	.0
52-4000-640.0	GF ADMIN SERVICES	13,253.50	13,253.50	159,042.00	145,788.50	8.3
52-4000-750.0	CONTAINERS	.00	.00	10,000.00	10,000.00	.0
	TOTAL EXPENDITURES	14,055.83	14,055.83	1,215,792.00	1,201,736.17	1.2
	TOTAL FUND EXPENDITURES	14,055.83	14,055.83	1,215,792.00	1,201,736.17	1.2
	NET REVENUE OVER EXPENDITURES	86,942.47	86,942.47	.00	(86,942.47)	.0

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

DRAINAGE UTILITY

ASSETS

53-11100000	CASH - COMBINED FUND	904,957.57	
53-13120000	ALLOWANCE FOR UNCOLLECTABLE	(10,700.00)	
53-13140000	ACCOUNTS RECIEVABLE	144,536.53	
53-15460000	DEFERRED OUTFLOWS-PENSIONS	7,462.34	
53-16360000	ACCUMULATED DEPRECIATION	(1,353,218.45)	
53-16510000	ASSETS	156,112.56	
53-16520000	SUB DRAIN	2,046,416.46	
53-16530000	STORM DRAINS	3,481,508.93	
53-16540000	WORK IN PROGRESS	179,952.22	
	TOTAL ASSETS		5,557,028.16

LIABILITIES AND EQUITYLIABILITIES

53-21320000	BONDS PAYABLE	357,000.00	
53-21321000	ACCRUED INTEREST ON BOND	3,772.89	
53-21350000	ACCRUED PAYROLL	1,048.36	
53-21351000	ACCRUED ABSENCES	18,998.81	
53-23400000	DEFERRED INFLOWS-PENSIONS	10,281.74	
53-25410000	UNAMORTIZED BOND PREMIUM	36,950.81	
53-25420000	DEFERRED LOSS FROM BOND DEF	(2,016.17)	
53-25450000	NET PENSION LIABILITY	16,753.41	
	TOTAL LIABILITIES		442,789.85

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
53-29510000	FUND BALANCE - PREVIOUS YEAR	5,067,721.86	
	REVENUE OVER EXPENDITURES - YTD	46,516.45	
	BALANCE - CURRENT DATE	5,114,238.31	
	TOTAL FUND EQUITY		5,114,238.31
	TOTAL LIABILITIES AND EQUITY		5,557,028.16

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

DRAINAGE UTILITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	<u>CHARGES FOR SERVICES</u>					
53-34-400000	DRAINAGE IMPACT FEE	.00	.00	30,000.00	30,000.00	.0
	TOTAL CHARGES FOR SERVICES	.00	.00	30,000.00	30,000.00	.0
	<u>MISCELLANEOUS REVENUE</u>					
53-36-100000	INTEREST INCOME	340.60	340.60	33,000.00	32,659.40	1.0
	TOTAL MISCELLANEOUS REVENUE	340.60	340.60	33,000.00	32,659.40	1.0
	<u>OPERATING REVENUE</u>					
53-37-100000	DRAINAGE CHARGES	70,978.58	70,978.58	807,000.00	736,021.42	8.8
53-37-300000	SUB DRAIN FEES	38,238.24	38,238.24	460,000.00	421,761.76	8.3
	TOTAL OPERATING REVENUE	109,216.82	109,216.82	1,267,000.00	1,157,783.18	8.6
	TOTAL FUND REVENUE	109,557.42	109,557.42	1,330,000.00	1,220,442.58	8.2

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

DRAINAGE UTILITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
EXPENDITURES						
53-4000-110.0	SALARY & WAGES	4,642.72	4,642.72	54,100.00	49,457.28	8.6
53-4000-111.0	OVERTIME PAY	.00	.00	500.00	500.00	.0
53-4000-130.0	FICA	298.76	298.76	4,200.00	3,901.24	7.1
53-4000-131.0	RETIREMENT	768.06	768.06	10,100.00	9,331.94	7.6
53-4000-132.0	MEDICAL INSURANCE	1,885.59	1,885.59	22,800.00	20,914.41	8.3
53-4000-134.0	LONG TERM DISABILITY	14.14	14.14	300.00	285.86	4.7
53-4000-135.0	WORKERS COMPENSATION	86.04	86.04	1,100.00	1,013.96	7.8
53-4000-200.0	UNIFORM PURCHASE	.00	.00	425.00	425.00	.0
53-4000-205.0	BANKING & INV/INTEREST EXPENSE	420.83	420.83	5,050.00	4,629.17	8.3
53-4000-220.0	PUBLIC NOTICES	.00	.00	200.00	200.00	.0
53-4000-240.0	OFFICE SUPPLIES	.00	.00	300.00	300.00	.0
53-4000-241.0	PRINTING	.00	.00	3,200.00	3,200.00	.0
53-4000-242.0	POSTAGE	.00	.00	5,500.00	5,500.00	.0
53-4000-250.0	VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
53-4000-270.0	WEBER BASIN WATER	.00	.00	4,000.00	4,000.00	.0
53-4000-280.0	TELEPHONE - AIR TIME	.00	.00	500.00	500.00	.0
53-4000-286.0	TELEMETERING	.00	.00	1,500.00	1,500.00	.0
53-4000-290.0	GASOLINE	.00	.00	1,500.00	1,500.00	.0
53-4000-310.0	PROFESSIONAL SERVICES	1,000.00	1,000.00	17,200.00	16,200.00	5.8
53-4000-314.0	COMPUTER SUPPORT	506.25	506.25	3,700.00	3,193.75	13.7
53-4000-316.0	ENGINEERING	.00	.00	35,000.00	35,000.00	.0
53-4000-322.0	DAVIS COUNTY STORM WATER	.00	.00	4,800.00	4,800.00	.0
53-4000-330.0	EDUCATION & TRAINING	.00	.00	1,600.00	1,600.00	.0
53-4000-352.0	FRONTAGE ROAD SWALE	5,000.00	5,000.00	60,000.00	55,000.00	8.3
53-4000-353.0	STREET SWEEPING	.00	.00	30,000.00	30,000.00	.0
53-4000-368.0	VIDEO INSPECTION	862.91	862.91	.00	862.91	.0
53-4000-371.0	UTILITIES-FRONTAGE ROAD PUMP	.00	.00	800.00	800.00	.0
53-4000-375.0	CONTRACT MAINTENANCE	.00	.00	165,000.00	165,000.00	.0
53-4000-480.0	MISC SUPPLIES	.00	.00	4,000.00	4,000.00	.0
53-4000-510.0	GENERAL LIABILITY INSURANCE	.00	.00	23,400.00	23,400.00	.0
53-4000-515.0	LIABILITY RESERVE	.00	.00	10,000.00	10,000.00	.0
53-4000-640.0	GF ADMINISTRATIVE SERVICES	38,389.00	38,389.00	460,668.00	422,279.00	8.3
53-4000-740.0	DEBT SERVICE	.00	.00	79,546.00	79,546.00	.0
53-4000-750.0	MISC. PROJECTS	.00	.00	318,011.00	318,011.00	.0
53-4000-900.0	DEPRECIATION EXPENSE	9,166.67	9,166.67	110,000.00	100,833.33	8.3
TOTAL EXPENDITURES		63,040.97	63,040.97	1,440,000.00	1,376,959.03	4.4
TOTAL FUND EXPENDITURES		63,040.97	63,040.97	1,440,000.00	1,376,959.03	4.4
NET REVENUE OVER EXPENDITURES		46,516.45	46,516.45	(110,000.00)	(156,516.45)	42.3

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

TELECOMMUNICATION FUND

ASSETS

54-11100000	CASH - COMBINED FUND	(4,772.83)	
54-11220000	NOTES RECEIVABLE-CENTERVILLE		898,222.87	
54-13140000	ACCOUNTS RECEIVABLE		16,587.27	
	TOTAL ASSETS			910,037.31

LIABILITIES AND EQUITYLIABILITIES

54-21210000	UIA NOTES PAYABLE-ST		104,022.23	
54-21220000	UIA NOTES PAYABLE-LT		794,200.64	
	TOTAL LIABILITIES			898,222.87

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:			
54-29510000	FUND BALANCE - PREVIOUS YEAR		13,406.58	
	REVENUE OVER EXPENDITURES - YTD	(1,592.14)	
	BALANCE - CURRENT DATE		11,814.44	
	TOTAL FUND EQUITY			11,814.44
	TOTAL LIABILITIES AND EQUITY			910,037.31

CENTERVILLE CITY CORPORATION
REVENUES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

TELECOMMUNICATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
54-36-100000	INTEREST INCOME	3.92	3.92	200.00	196.08	2.0
	TOTAL SOURCE 36	3.92	3.92	200.00	196.08	2.0
	<u>CHARGES FOR SERVICES</u>					
54-37-100000	UTILITY SERVICE CHARGES	12,950.00	12,950.00	250,000.00	237,050.00	5.2
	TOTAL CHARGES FOR SERVICES	12,950.00	12,950.00	250,000.00	237,050.00	5.2
	TOTAL FUND REVENUE	12,953.92	12,953.92	250,200.00	237,246.08	5.2

CENTERVILLE CITY CORPORATION
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 1 MONTHS ENDING JULY 31, 2021

TELECOMMUNICATION FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PROFESSIONAL SERVICES</u>					
54-4000-320.0	CONTRACT SERVICES - UIA	14,546.06	14,546.06	240,200.00	225,653.94	6.1
54-4000-640.0	ADMINISTRATIVE SERVICES	.00	.00	10,000.00	10,000.00	.0
	TOTAL PROFESSIONAL SERVICES	14,546.06	14,546.06	250,200.00	235,653.94	5.8
	TOTAL FUND EXPENDITURES	14,546.06	14,546.06	250,200.00	235,653.94	5.8
	NET REVENUE OVER EXPENDITURES	(1,592.14)	(1,592.14)	.00	1,592.14	.0

CENTERVILLE CITY CORPORATION
BALANCE SHEET
JULY 31, 2021

WHITAKER HOME TRUST FUND

LIABILITIES AND EQUITY

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
71-29410000	RESTRICTED FUND BALANCE	12,411.19	
71-29510000	FUND BALANCE - PREVIOUS YEAR	(12,411.19)	
BALANCE - CURRENT DATE			.00
TOTAL FUND EQUITY			.00
TOTAL LIABILITIES AND EQUITY			.00

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

GENERAL FIXED ASSET FUND

ASSETS

91-16110000	LAND	7,718,450.03	
91-16210000	BUILDINGS	18,634,387.00	
91-16510000	EQUIPMENT & MACHINERY	3,120,633.94	
91-16610000	AUTOS & TRUCKS	3,308,398.67	
91-16710000	CONSTRUCTION IN PROGRESS	2,845,490.09	
91-16910000	INFRASTRUCTURE	10,852,085.32	
91-17000000	ACCUMULATED DEPRECIATION	(12,406,805.33)	
	TOTAL ASSETS		34,072,639.72

LIABILITIES AND EQUITYFUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
91-29510000	INVESTMENT IN FIXED ASSETS	34,072,639.72	
	BALANCE - CURRENT DATE	34,072,639.72	
	TOTAL FUND EQUITY		34,072,639.72
	TOTAL LIABILITIES AND EQUITY		34,072,639.72

CENTERVILLE CITY CORPORATION

BALANCE SHEET

JULY 31, 2021

GENERAL LONG TERM DEBT

ASSETS

95-15460000	DEFERRED OUTFLOW - PENSION	572,378.12	
	TOTAL ASSETS		572,378.12

LIABILITIES AND EQUITYLIABILITIES

95-20300000	SALES TAX BOND PAYABLE	570,000.00	
95-20300001	PREMIUM - SALES TAX BOND	39,608.59	
95-20310000	REC DISTRICT NOTE PAYABLE	300,000.00	
95-20320000	ISLAND VIEW PARK LEASE	1,890,000.00	
95-21341000	ACCRUED INTEREST PAYABLE	3,762.95	
95-25340000	ACCRUED ABSENCES	581,226.26	
95-25450000	NET PENSION LIABILITY	1,687,658.53	
95-25460000	DEFERRED INFLOW - PENSIONS	893,544.27	
95-25470000	TERMINATION BENEFITS	9,557.92	
95-25480000	OUTSTANDING CLAIMS	25,229.03	
	TOTAL LIABILITIES		6,000,587.55

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
95-29510000	BEGINNING OF YEAR	(5,428,209.43)	
	BALANCE - CURRENT DATE	(5,428,209.43)	
	TOTAL FUND EQUITY		(5,428,209.43)
	TOTAL LIABILITIES AND EQUITY		572,378.12

CENTERVILLE

Staff Backup Report 9/7/2021

Item No. 11.

Short Title: Minutes Review and Acceptance

Initiated By:

Staff Representative:

SUBJECT

August 3, 2021 Work Session Minutes
August 3, 2021 City Council Minutes
August 3, 2021 Closed Session Minutes
August 7, 2021 Special City Council Minutes
August 17, 2021 City Council Minutes
August 24, 2021 Canvass of Election Minutes

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

- ▣ 8-3-21 WS Minutes
- ▣ 8-3-21 CC Minutes
- ▣ 8-7-21 Special CC Minutes
- ▣ 8-17-21 CC Minutes
- ▣ 8-24-21 Canvass Minutes

Minutes of the Centerville **City Council work session** held Tuesday, August 3, 2021 at 6:10 p.m. with participants present at City Hall, 250 North Main Street, and remotely via ZOOM.

MEMBERS PRESENT

Mayor	Clark Wilkinson
Council Members	Tamilyn Fillmore William Ince Stephanie Ivie George McEwan Robyn Mecham

STAFF PRESENT

Brant Hanson, City Manager
Lisa Romney, City Attorney
Jennifer Hansen, City Recorder
Jacob Smith, Administrative Services Director
Kevin Campbell, City Engineer
Nate Plaizier, Finance Director
Mike Carlson, Public Works Director
Bryce King, Recreation Coordinator
Paul Child, Centerville Police Chief

VISITOR

David Flowers

CULINARY WATER CAPITAL FACILITIES PLAN

City Engineer Kevin Campbell stated the Culinary Water Master Plan, last updated in 2011, should be updated every 7-10 years. He reported the City was in good shape regarding culinary water as long as aquifers continued to receive water from the canyons, and explained some of the planned capital facilities projects. Public Works Director Mike Carlson reviewed the proposed Capital Facilities Plan with the Council. He said he was proud of Centerville's water system and wanted it to continue to grow and provide a benefit to citizens. Mr. Campbell said they were trying to stay on schedule with projects despite rising costs.

Finance Director Nate Plaizier presented a FY2022 Water Fund Budget, and answered questions from the Council. He explained that approximately \$1.2 million additional funding was needed in the Water Fund to keep up with the Capital Facilities Plan, and stated a 30% rate increase would provide the needed funds with a buffer for inflation. Councilmember McEwan asked if staff had considered putting caps on water use with incremental punitive charges. Mr. Campbell responded that incremental costs were already built into the rate structure. Councilmember McEwan expressed a desire to look further at incremental costs since water rates were the only control the City had for water use. Councilmember Ivie suggested better citizen education was needed.

The Council and staff discussed the need to encourage water conservation and the impact citizen water conservation may have on Water Fund revenue. Responding to Councilmember McEwan's comment about setting caps, Mr. Hanson suggested looking into whether there seemed to be natural breaks in the amount of water used by households. Councilmember McEwan stated he wanted to avoid rate increase fatigue, and said he would want to implement

1 an increase that would be sufficient for the next three or four years. Councilmember McEwan said
2 it would be helpful in future discussions to see a distribution of water line size, and a breakout of
3 total consumption by line size. Responding to a question from Councilmember Ince, Mr. Campbell
4 explained that the last water system report did not take aging reservoirs, booster stations, or well
5 houses into account. The last water rate increase was implemented to fund replacement of water
6 lines.

7
8 **ADJOURNMENT**
9

10 At 6:53 p.m., Councilmember McEwan **moved** to adjourn the work session.
11 Councilmember Ivie seconded the motion, which passed by unanimous vote (5-0).
12
13
14

15 _____
16 Jennifer Hansen, City Recorder
17
18
19

20 _____
21 Katie Rust, Recording Secretary

1 Minutes of the Centerville **City Council** meeting held Tuesday, August 3, 2021, at 7:00 p.m. with
2 participants present at Centerville City Hall, 250 North Main Street, and electronically via Zoom.

3
4 **MEMBERS PRESENT**

5
6 Mayor Clark Wilkinson

7
8 Council Members Tamilyn Fillmore
9 William Ince
10 Stephanie Ivie
11 George McEwan
12 Robyn Mecham

13
14 **STAFF PRESENT**

15 Brant Hanson, City Manager
16 Lisa Romney, City Attorney
17 Jennifer Hansen, City Recorder
18 Jacob Smith, Administrative Services Director
19 Kevin Campbell, City Engineer
20 Nate Plaizier, Finance Director
21 Mike Carlson, Public Works Director
22 Bryce King, Recreation Coordinator
23 Paul Child, Centerville Police Chief

24 **VISITORS**

25 Marcus Keller, Zions Public Finance
26 Larry Wright
27 David Flowers
28 Adam Herbets

29 **PRAYER OR THOUGHT**

Councilmember Fillmore

30
31 **PLEDGE OF ALLEGIANCE**

32
33 **OPEN SESSION**

34
35 David Flowers – Mr. Flowers said he moved to Centerville about 22 years ago and loved
36 the community. He questioned the use of the Centerville Cares Facebook page for campaign
37 purposes. Mr. Flowers said he expected honesty and fair play from elected officials, and
38 challenged the City Council to investigate if City property was used inappropriately.

39
40 Councilmember McEwan stated he believed it was unfortunate Centerville Cares and the
41 Community Foundation were used for campaign purposes, and **moved** to place discussion of the
42 issue on an emergency agenda within 24 hours. Councilmember Ince suggested more than 24
43 hours would be necessary. Councilmember McEwan **revised the motion** to direct staff to place
44 discussion of the issue brought up by Mr. Flowers on an emergency agenda on Friday at 5:00
45 p.m., or Saturday morning, schedules dependent. Councilmember Ince seconded the revised
46 motion, which passed by unanimous vote (5-0).

47
48 **GENERAL OBLIGATION BOND ELECTION FOR CEMETERY BOND**

49
50 The City Council directed staff to pursue a ballot proposition for the upcoming municipal
51 election to obtain input from voters on whether to bond for a new or expanded cemetery. On June
52 15, 2021, the City Council entered into an agreement with Zions Public Finance, Inc. for Municipal
53 Advisory Services for assistance and financial services regarding proposed ballot proposition and

1 bonding for the cemetery project. Finance Director Nate Plaizier presented three potential General
2 Obligation Bond scenarios provided by Zions Public Finance, with terms of 15, 20, and 25 years,
3 and the following estimated annual impact on the average \$400,000 FMV home. He stated staff
4 recommended the Council adopt a resolution to place a bond with a term of 20 years on the ballot.

5
6 Estimated Annual Impact on the Average \$400,000 FMV Home:

7 15 year - \$84.28

8 20 year - \$66.76

9 25 year - \$56.46

10
11 Marcus Keller with Zions Public Finance further explained the recommendation to adopt
12 a resolution to initiate the bond election process for a General Obligation Bond for up to \$7 million
13 to be used toward a cemetery project. He answered questions from the Council, and explained
14 the obligation would likely include a 9–10-year call feature. Councilmember McEwan said he
15 believed a 25-year term seemed the most reasonable approach, and asked how long potential
16 cemetery space would be available. Mr. Hanson responded the amount of time it would take to
17 fill potential spaces would depend on policy set by the Council. Given the number of property tax
18 increases already initiated by entities all over the County in 2021, Councilmember McEwan said
19 he felt a 25-year term would have the best chance of success on the ballot.

20
21 Mr. Plaizier stated the average market value of a home in Centerville as provided by the
22 County was \$414,000. Councilmember Ince said an average value of \$400,000 did not seem
23 realistic to him given the current market. Mr. Hanson explained the value on the ballot could be
24 increased or decreased as desired by the Council, with the impact adjusted accordingly. The
25 Council discussed possibly listing the annual impact per \$100,000 in home value. Mr. Keller said
26 he suspected from what he had seen done throughout the State, that using a \$100,000 value may
27 give the impression the Council was trying to make the impact appear lower. Mr. Hanson
28 suggested using \$500,000 FMV if \$400,000 seemed too low.

29
30 Councilmember McEwan **moved** to adopt Resolution No. 2021-31 as presented.
31 Councilmember Ince seconded the motion. He repeated his concern that \$400,000 was not a
32 realistic average market value. Mr. Plaizier clarified that \$414,000 represented average taxable
33 value, not market value. Councilmember Ince stated he had been under the impression the
34 intention of the ballot proposition was to gauge citizen interest in bonding for additional cemetery
35 space, not to seek approval.

36
37 Ms. Romney recommended the Council follow staff advice and go with standard industry
38 practice of using the average \$400,000 home value. Councilmember McEwan **withdrew his**
39 **motion**. Councilmember McEwan **moved** to approve Resolution No. 2021-31, amending the term
40 to be 26 years with the associated tax impact. Councilmember Ivie seconded the motion, which
41 passed by unanimous vote (5-0).

42
43 Mr. Plaizier presented a cemetery profitability analysis, explained factors that would
44 influence profitability, and commented that policy set by the Council would influence how quickly
45 burial spaces would sell.

46
47 **CDBG GRANT APPLICATION FOR ADA PEDESTRIAN RAMPS**

48
49 Centerville City applied to the Davis County 2021 CDBG Program to receive funding for
50 improvements to ADA pedestrian ramps within the City. As part of the application process, a
51 resolution from the governing body indicating support for the ADA pedestrian ramp project, as
52 well as support for applying for CDBG Program funds was required. Ms. Romney recommended
53 approval of proposed Resolution No. 2021-32. Administrative Services Director Jacob Smith

1 explained the grant was already approved for \$75,000 with a \$75,000 match from the City. Mr.
2 Campbell estimated one-third to one-half of the pedestrian ramps within Centerville were currently
3 ADA compliant. Councilmember Mecham commented from experience that the newer ADA ramps
4 were very slick when cold and wet. Mr. Campbell responded that a brick material could be used
5 instead of the plastic material.
6

7 Councilmember Ince **moved** to approve Resolution No. 2021-32 supporting the ADA
8 pedestrian ramp project and submitting an application to Davis County for 2021 CDBG Program
9 funds. Councilmember Mecham seconded the motion, which passed by unanimous vote (5-0).
10

11 **MUNICIPAL CODE AMENDMENTS – GOLF CARTS – CMC 14.07.240**

12

13 At the last City Council meeting the Council directed Staff to prepare an ordinance allowing
14 golf carts on City streets in accordance with recent State law amendments set forth in HB 184
15 (2020). Pursuant to Utah Code 41-6a-1510, a municipality may, by ordinance, allow a person to
16 operate a golf cart on specified highways under the jurisdiction of the municipality and to set forth
17 sufficient parameters regarding such operation. Mr. Romney presented proposed Ordinance No.
18 2021-17 prepared for that purpose. Golf carts would be permitted to operate on City streets posted
19 25 miles per hour or less.
20

21 Police Chief Child stated that as existing law was written, golf carts would be allowed to
22 operate on sidewalks unless expressly prohibited in the proposed ordinance. He recommended
23 the Council disallow operation of golf carts on sidewalks. The Chief expressed concern related to
24 potential speeds and stability of golf carts, and said he did not recommend adopting the proposed
25 ordinance. Chief Child said he would not be as opposed to the ordinance if golf carts were only
26 allowed on residential streets and not allowed to cross streets like 400 East or Main Street. Staff
27 shared regulations in cities that had a golf course. Councilmember McEwan said he would be
28 interested in hearing regulations in cities without a golf course. Councilmember Fillmore said she
29 agreed with continuing to gather information in order to mitigate potential issues, and spoke of
30 the many different modes of transportation on city streets. Councilmember Mecham said she
31 would want to look more at the age limit.
32

33 Councilmember McEwan **moved** to table Ordinance No. 2021-17 referencing golf carts
34 for up to two calendar months. Councilmember Mecham seconded the motion, which passed by
35 unanimous vote (5-0).
36

37 **MINUTES REVIEW AND ACCEPTANCE**

38

39 Minutes of the July 8, 2021 Closed Session, and July 20, 2021 Work Session and Council
40 Meeting were reviewed. Councilmember McEwan **moved** to accept the minutes as recorded.
41 Councilmember Ivie seconded the motion, which passed by unanimous vote (5-0).
42

43 **CITY COUNCIL REPORT**

44

45 Councilmember Ivie reported the Whitaker Museum phone tour was available to the public
46 as of May 1, 2021, and encouraged Councilmembers to stop by the Museum.
47

48 **MAYOR'S REPORT**

49

- 50 • Mayor Wilkinson spoke of the need to continue encouraging water conservation.
- 51 • The Mayor reported on visits to businesses in the City.
- 52 • Mayor Wilkinson expressed appreciation to all those who helped with relocating
- 53 residents from the former mobile home park.

CITY MANAGER'S REPORT

- Mr. Hanson suggested diverting the \$48,000 budgeted for a Police Department compensation study to fund pay raises for the officers. He recommended Administrative Services Director Jacob Smith review compensation in the department versus compensation in comparable departments throughout the State, and make recommendations for fair compensation.

CLOSED SESSION AND ADJOURNMENT

At 8:43 p.m., Councilmember McEwan **moved** to go into closed session in Council Chambers, following a break, for the purpose of discussing the purchase of real property, and adjourn from there. Councilmember Mecham seconded the motion, which passed by unanimous vote (5-0). In attendance in person or electronically were: Clark Wilkinson, Mayor; Councilmembers Fillmore, Ince, Ivie, McEwan, and Mecham; Brant Hanson, City Manager; Lisa Romney, City Attorney; Jennifer Hansen, City Recorder; Jacob Smith, Administrative Services Director; Mike Carlson, Public Works Director; and Kevin Campbell, City Engineer.

Jennifer Hansen, City Recorder

Date Approved

Katie Rust, Recording Secretary

Minutes of the Centerville **City Council Special Meeting** held Saturday, August 7, 2021, at 11:00 a.m. with participants present at Centerville City Hall, 250 North Main Street, and electronically via Zoom.

MEMBERS PRESENT

Mayor Clark Wilkinson

Council Members William Ince
Stephanie Ivie
George McEwan
Robyn Mecham

MEMBER ABSENT Tamilyn Fillmore

STAFF PRESENT Brant Hanson, City Manager
Lisa Romney, City Attorney
Jennifer Hansen, City Recorder
Jacob Smith, Administrative Services Director

VISITORS Interested Citizens

**DISCUSSION OF ISSUES RAISED BY DAVID FLOWERS DURING OPEN SESSION
AUGUST 3, 2021**

City Attorney Lisa Romney explained the Special Meeting was scheduled by the Council for discussion of issues raised by David Flowers during the Open Session of the August 3, 2021 Council meeting related to use of the Centerville Cares Facebook page to post Clark Wilkinson mayoral campaign material. She stated the expectation was for Council to discuss questions, but answers were not expected at that time. Ms. Romney and Mayor Wilkinson said they had not received a list of questions from Councilmember McEwan as discussed at the August 3, 2021 meeting.

Mayor Wilkinson commented that many citizens had benefited from the Centerville Cares nonprofit organization in the last few years. He stated the nonprofit organization did receive a donation from the Centerville Community Foundation, but was not part of the City. He clarified that Centerville Cares was a nonprofit organization that did not have 501(c)(3) tax exempt status.

The Mayor explained that he recently attended a cottage meeting as both a mayoral candidate and as Mayor of the City. A recording was made of the cottage meeting, and one of the members of the Centerville Cares Committee posted the recording on the Centerville Cares Facebook page, thinking they were posting the recording to their own personal Facebook page. The recording was removed when the mistake was realized. He stated he was not aware of the recording being on the Centerville Cares Facebook page until a day or so before the day it was removed. Mayor Wilkinson stated he does not believe any campaign rules were not violated, and expressed regret and apology that the mistake happened.

Councilmember McEwan stated the relationship between the City and external nonprofit organizations with which it interacted needed to be examined. He agreed that Centerville Cares had provided a benefit to citizens, but added that its relationship with the City had remained murky.

1 Councilmember Ivie said she appreciated the clarification that Centerville Cares was an
2 organization completely separate from the City. She said she was not sure how to make the
3 separate nature clearer. Councilmember Mecham said she believed Centerville Cares had helped
4 many citizens. She said she wanted the nonprofit organization to succeed, and she wanted to
5 protect the City. She acknowledged that Centerville Cares had taken steps to clarify that the
6 nonprofit organization was not part of Centerville City, which she believed was the best course of
7 action.

8
9 Ms. Romney said discussions had already taken place regarding a clear separation of the
10 entities. As City Attorney, she expressed the opinion that “hybrid” entities such as Centerville
11 Community Foundation, the baseball program, and Centerville Cares could be problematic in that
12 the City retained less oversight and control. She said the Council could continue to discuss the
13 City’s relationship with all nonprofit organizations and whether or not to continue letting the
14 nonprofit organizations use City Hall free of charge.

15
16 City Manager Brant Hanson suggested the Council provide a timeline for when they would
17 like a complete separation between Centerville City and Centerville Cares. Ms. Romney advised
18 a clear separation between the two entities in address, email, resources, and logo. Responding
19 to a question from Councilmember McEwan, Ms. Romney said she believed the phrase “The
20 Mayor’s Initiative on Wellness” was sufficiently generic to not imply a direct relationship with
21 Centerville City. Mayor Wilkinson said he believed all changes recommended could be
22 accomplished by the end of 2021.

23
24 Mayor Wilkinson asked about inclusion of nonprofit organization information in the City
25 newsletter. Councilmember Ince commented on the need to be consistent with all nonprofit
26 organizations. Ms. Romney suggested staff and the Council review City newsletter and City Hall
27 use policies over the next three or four months. Councilmember McEwan said he believed it
28 represented a conflict of interest for a City elected official to hold a position of directorship on the
29 board of a nonprofit organization receiving City funds or material support from the City. Ms.
30 Romney pointed out the City may have always had an elected official on the CenterPoint Theatre
31 Board, and added that elected officials were on the Centerville Community Foundation Board, as
32 well as other governmental entity boards and committees. She said she agreed with the idea of
33 looking at the issue more comprehensively.

34
35 Mayor Wilkinson commented on the need to avoid overregulation. He pointed out the
36 Centerville Cares Board did not receive compensation of any kind. Councilmember Ince
37 commented that nonprofit organizations throughout the country, 501(c)(3) or not, pursued leaders
38 to help build momentum of the organizations. He expressed the opinion that if the Council tried to
39 take the issue too far, they would compromise the ability of a nonprofit organization to be
40 successful in its efforts. He expressed a desire to not eliminate a person’s ability to participate in
41 nonprofit organizations. Councilmember McEwan said he wanted to avoid the appearance of
42 conflict of interest in the best possible way.

43
44 Councilmember Mecham **moved** for Centerville Cares to be clearly separate from
45 Centerville City and that such separation shall include not using the City in terms of address, logo,
46 and email. Such separation shall occur as soon as possible and within one month or as soon as
47 possible. Staff is directed and direct staff to conduct further research and recommendations for
48 City policies regarding nonprofit associations as discussed. Councilmember Ivie seconded the
49 motion, which passed by unanimous vote (4-0).

50
51 **ADJOURNMENT**
52

- 1 At 11:44 a.m., Councilmember McEwan **moved** to adjourn the meeting. Councilmember
- 2 Ivie seconded the motion, which passed by unanimous vote (4-0).

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Jennifer Hansen, City Recorder

Date Approved

Katie Rust, Recording Secretary

Minutes of the Centerville **City Council** meeting held Tuesday, August 17, 2021, at 7:00 p.m. with participants present at Centerville City Hall, 250 North Main Street, and electronically via Zoom.

MEMBERS PRESENT

Mayor Clark Wilkinson

Council Members Tamilyn Fillmore
William Ince
Stephanie Ivie
George McEwan
Robyn Mecham

STAFF PRESENT

Brant Hanson, City Manager
Lisa Romney, City Attorney
Jennifer Hansen, City Recorder
Jacob Smith, Administrative Services Director
Nate Plaizier, Finance Director
Paul Child, Centerville Police Chief
Lt. Allen Ackerson, Centerville Police Department
Bryce King, Recreation/Events Coordinator
John Barton, [REDACTED]

VISITORS

Patricia Marsh
Grover Marsh
Heather McKenzie Campbell

PRAYER OR THOUGHT

Mayor Wilkinson

PLEDGE OF ALLEGIANCE

OPEN SESSION

PUBLIC HEARING – TRUTH-IN-TAXATION TAX INCREASE AND FY2022 FINAL BUDGET

To continue to provide essential services, as well as maintain and improve the City, Centerville City Council was proposing to increase revenue through a property tax increase of 14.59%. Finance Director Nate Plaizier explained property taxes and the truth-in-taxation process in the State of Utah. The City had not realized a property tax increase since 2017, yet the cost of providing services and infrastructure had increased considerably. Since the last property tax increase the cost of providing the same service levels had increased approximately 13.1%. Many of the City's long-term needs had been put off due to lack of funding. Mr. Plaizier explained that in order to avoid debt and continue with a pay-as-you-go approach to projects, an increase in revenue was necessary.

Mr. Plaizier explained sources of General Fund revenue and expenses. Police Chief Paul Child spoke of the need to transition from the FATPOT records management system to the Motorola Flex system during FY2022. Councilmembers expressed support for funding the transition.

Councilmember Ivie stated she voted against initiating the truth-in-taxation process for FY2022. She said the past year had been unusual with substantial funds from the Federal

1 Government that allowed the City to catch up in areas it had been behind, which she said freed
2 up money for the City to do other things. Councilmember Ivie acknowledged the extra funds would
3 not last forever, but said she believed the City was not in a desperate enough situation to increase
4 property taxes in FY2022. Councilmember Mecham said she also voted against initiating truth-in-
5 taxation. She said she did not agree with a property tax increase in FY2022. Councilmember
6 Mecham said she would prefer to see the City's sales tax revenue increase, and spoke of
7 economic development. Councilmember Ince said he felt strongly that the proposed property tax
8 increase was necessary.
9

10 Mayor Wilkinson opened a public hearing at 7:44 p.m.
11

12 Patricia Marsh, Centerville resident, said she appreciated hearing the pros and cons. She
13 said she was noticing a drop in income with a transition to retirement, and said she believed
14 FY2022 was not the correct time to implement a property tax increase if the City already had the
15 funds to pay for what was in the budget. She said she would vote against an increase in property
16 tax for FY2022. Ms. Marsh asked why she was not able to cancel her participation in the recycling
17 program, and asked the Council to reconsider the policy regarding snowplowing in cul-de-sacs.
18

19 Mayor Wilkinson read aloud a text message he received during the meeting from Don and
20 Vicki Johnson stating they were not in favor of the large tax increase proposed, and requesting
21 the Council not forget the retired citizens of the community. The Mayor read aloud another
22 communication sent to him from Brad and Larae Patterson requesting a 1-2% annual property
23 tax increase rather than the larger proposed increase, and a request from Paul and Judy
24 Mendenhall that the Council consider the families and businesses that were hard hit economically
25 at that time. Mr. Hanson commented that emails shared with the Council could be entered into
26 the record. Ms. Romney added that citizens were encouraged to attend and share comments in
27 person, or to provide written comment at least two hours prior to a meeting so that comments
28 could be shared on NovusAgenda. Councilmember Ivie read aloud an email from Jeff Thomas
29 sent to the Council expressing that the City should have to live within its budget just like the
30 citizens.
31

32 Heather McKenzie Campbell, Centerville resident, spoke against the proposed property
33 tax increase and the effect it would have on retirees. She said she would support a smaller annual
34 property tax increase or an increase in sales tax. Ms. Campbell thanked the Council for looking
35 at the issue, and said she supported approving funds for the Police Department to transition from
36 FATPOT to Motorola Flex.
37

38 Mayor Wilkinson closed the public hearing at 7:54 p.m.
39

40 Mr. Plaizier explained that the use of federal funds received by the City in the last year
41 was very restricted. He said he believed the City was in good shape financially, but was not where
42 it needed to be. Mr. Plaizier emphasized that in order to avoid debt, the City needed to be able to
43 save for future expenses. He explained that the City did not have control over the sales tax rate.
44 Mr. Hanson commented the State was looking at adjusting sales tax, and stated property tax was
45 a stable source of income for the City. Councilmember Mecham said she would be in favor of a
46 property tax increase in the future if the State were to adjust and reduce the City's sales tax
47 revenue. She said she preferred to address things as they happened.
48

49 Councilmember McEwan expressed the opinion it was important to look at overall City
50 needs and spend patterns over time, and emphasized that CARES Act and American Rescue
51 Plan (ARP) Act funds would not be available long-term.
52

1 Councilmember Ivie spoke of the possibility of an economic down-turn, and stated it may
2 not be feasible for the City to provide the same level of services as were possible in the past. She
3 said she would rather the City tighten its belt (e.g., let the cemetery lawn grow a little longer and
4 put up with pot holes longer) and let citizens have the money in their pockets a little longer.

5
6 Councilmember Ince commented that all five Councilmembers were involved in the 40%
7 property tax increase in 2017, which was made necessary by 20 years of not keeping up with
8 inflation. He said the entire Council was committed at that time to not creating the need for another
9 increase of that magnitude. Councilmember Ince pointed out that the proposed 14.5% property
10 tax increase would not even get the City back to where it was with the 2017 increase. He spoke
11 of the tremendous pressure to keep up with police and fire compensation, and said he felt strongly
12 the City would be in better shape if it kept up with inflation over time than if revenue were allowed
13 to slip over time. Councilmember Ince stated CARES and ARP funds were not available for
14 everything the City needed to do. Mr. Hanson commented that CARES Act funding allowed the
15 City to build up reserves and establish a needed Capital Reserve Fund.

16
17 Councilmember Fillmore commented that waiting until the City was desperate (e.g.,
18 allowing roads to fail) would cost more in the long-run because replacement costs were much
19 higher than maintenance costs. She expressed the opinion it was fiscally responsible for the
20 Council to look ahead to the future and make sure funds were available for projects and needs
21 they knew were ahead. Councilmember Fillmore stated she had been asking for a 2-3% annual
22 property tax increase her entire time on the Council. She said she knew citizens appreciated the
23 single-family nature of the City, but pointed out that the cost to maintain roads and other
24 infrastructure was higher per household for single-family neighborhoods than for multi-family
25 neighborhoods.

26
27 Councilmember McEwan spoke of the expectation in the community for emergency
28 services to respond promptly with quality service, and the high cost associated with providing that
29 service. He commented that the citizens on fixed incomes for whom a property tax increase would
30 be difficult included elderly citizens who were likely to need the emergency services provided by
31 the City's property tax revenue.

32
33 Mayor Wilkinson suggested there was perhaps merit in the idea of going through truth-in-
34 taxation every year for small percent increases to avoid the need every several years for larger
35 percent increases. Mr. Hanson commented the City had enough water projects that needed to
36 occur that it would be possible to spend expected ARP funding exclusively on water projects.
37 Councilmember McEwan spoke of the need to have funds set aside for unexpected breaks in the
38 water system.

39
40 Councilmember Fillmore commented that the property tax rate in Centerville was so low
41 for so long with the can continually kicked down the road, that it was time to be responsible and
42 not kick the can down the road to the next generation. Councilmember Ince said every citizen he
43 had explained the situation to had expressed support for the proposed increase. He said he
44 believed the majority of citizens recognized that the proposed increase was needed.

45
46 Councilmember Ince **moved** to adopt Resolution No. 2021-34, approving the proposed
47 property tax increase of 14.59% as explained earlier in the meeting. Councilmember McEwan
48 seconded the motion, which passed by majority vote (3-2), with Councilmembers McEwan, Ince,
49 and Fillmore in favor, and Councilmembers Mecham and Ivie dissenting.

50
51 Councilmember Fillmore **moved** to adopt Resolution No. 2021-35, adopting the FY2022
52 Budget. Councilmember Ince seconded the motion, which passed by unanimous vote (5-0).

ADJOURNMENT

At 8:33 p.m., Councilmember Ivie **moved** to adjourn the meeting. Councilmember Ince seconded the motion, which passed by unanimous vote (5-0).

Jennifer Hansen, City Recorder

Date Approved

Katie Rust, Recording Secretary

Minutes of the special meeting of the Centerville City Council, acting as **Board of Canvassers**, held Tuesday, August 24, 2021 at 6:00 p.m., with participants present in Centerville City Hall Council Chambers, 250 North Main Street, and electronically via Zoom.

MEMBERS PRESENT

Mayor	Clark Wilkinson
Council Members	William Ince Stephanie Ivie George McEwan Robyn Mecham, Mayor Pro Tem

MEMBER ABSENT Tamilyn Fillmore

STAFF PRESENT Brant Hanson, City Manager
Lisa Romney, City Attorney
Jennifer Hansen, City Recorder

VISITOR Holly Ince

CANVASS OF 2021 PRIMARY ELECTION RESULTS

The Council and Mayor, acting as the Board of Canvassers, reviewed results of the 2021 Primary Election. City Recorder Jennifer Hansen reported 4,273 ballots were cast in the Primary Election (41.36% voter turnout).

<u>Centerville City Mayor</u>	
Mayor Clark Wilkinson	2,862
Lawrence Wright	968
George McEwan	<u>415</u>
Total Votes Cast	4,245

<u>Centerville City Council</u>	
Gina Hirst	1,830
Nannette S. Smith	1,405
Spencer Summerhays	1,272
Stephanie Ivie	1,253
Lynn Keddington	1,167
Adam Alba	1,065
Colson McCloy	<u>56</u>
Total Votes Cast	8,048

Councilmember Ince **moved** to certify the results of the 2021 Primary Election as reported by the City Recorder. Councilmember McEwan seconded the motion, which passed by unanimous vote of the Board of Canvassers (5-0).

ADJOURNMENT

Councilmember McEwan **moved** to adjourn at 6:05 p.m. Mayor Pro Tem Mecham seconded the motion, which passed by unanimous vote of the Council (4-0).

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Jennifer Hansen, City Recorder

Date Approved

Katie Rust, Recording Secretary

CENTERVILLE

**Staff Backup Report
9/7/2021**

Item No. 12.

Short Title: City Council Report

Initiated By:

Staff Representative:

SUBJECT

Councilwoman Robyn Mecham

RECOMMENDATION

BACKGROUND

CENTERVILLE

**Staff Backup Report
9/7/2021**

Item No. 13.

Short Title: Mayor's Report

Initiated By:

Staff Representative:

SUBJECT

RECOMMENDATION

BACKGROUND

ATTACHMENTS:

Description

▣ Drought Ideas

At our last City Council meeting I presented to you the document that all 15 Mayors in Davis County agreed to in regards to water conservation on city owned property. In addition to that I would like us to consider a suggested document that we can all get behind in conserving both irrigation and culinary water with all our residents. Some thoughts I had are as follows:

Irrigation Water:

1. Adopt the State recommendation of only watering twice a week.
2. Follow the rules of watering times set by Weber Water and Duel Creek.
3. Manually run your sprinklers instead of leaving them on a timer. This means water is not going to come on if it has just rained for a couple of days.
4. Air blow or sweep your porches rather than rinsing them off.
5. Get over having every spot on your lawn green.
6. At times like this I am glad we don't have a golf course in our city even though I love golfing.

Culinary Water:

1. Suggest that showers are kept to 5 minutes preferably baths and possibly only every other day. This leaves the possibility of using your bath water for your garden.
2. "If it's yellow let it mellow, If it's brown flush it down".
3. Run dishwashers only when completely full and then run them on the short wash cycle.
4. Wear clothes at least a couple of times and only wash laundry when you have a full load.
5. Step outside with that pot that you rinsed that was full of water and give your garden a drink.

In January my wife and I were at Hoover Dam. The overflow spillway had not had water in it since around 1985. This is when Ronald Reagan was President. You could see by the water lines on the walls how far down the water was. One of my accounting firm clients is a large builder in St. George. He is not sure where the water is going to come from in the future to build.

Finally, pray and fast!

CENTERVILLE

**Staff Backup Report
9/7/2021**

Item No. 14.

Short Title: City Manager's Report

Initiated By:

Staff Representative:

SUBJECT

RECOMMENDATION

BACKGROUND

CENTERVILLE

**Staff Backup Report
9/7/2021**

Item No.

Short Title: Discussion of the character, professional competence, or physical or mental health of an individual

Initiated By:

Staff Representative:

SUBJECT

City Manager Performance Evaluation

RECOMMENDATION

BACKGROUND