

# **BOUNTIFUL CITY COUNCIL MEETING**

## **TUESDAY, July 26, 2016**

### **7:00 p.m.**

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at City Hall, 790 South 100 East, Bountiful, Utah, at the time and on the date given above. The public is invited to both the Work Session and Regular Meeting. Deliberations will occur in both meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

If you are not on the agenda, the Council will not be able to discuss your item of business until another meeting. For most items it is desirable for the Council to be informed of background information prior to consideration at a Council meeting. If you wish to have an item placed on the agenda, contact the Bountiful City Manager at 801.298.6140.

### **AGENDA**

#### No Work Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meeting – June 28, 2016 p. 3
3. Council Reports
4. Consider approval of weekly expenditures > \$1,000 paid July 4, 5, 11 & 12, 2016 p. 9
5. Consider approval of a contract with Pipeline Inspection Services for storm drain lining – Mr. Lloyd Cheney p. 15
6. Consider approval of proposed revisions to the Bountiful City Storm Water Management Program and submitting the revised program to the Utah Division of Water Quality – Mr. Todd Christensen p. 19
7. Consider approval of Resolution 2016-10 adopting the proposed 2016 Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit – Mr. Todd Christensen p. 67
8. Traffic Safety Committee items – Mr. Paul Rowland p. 75
9. Consider approval of Bank of American Fork preliminary and final site plan located at 95 East 500 South – Mr. Chad Wilkinson p. 87
10. Consider adoption of the proposed fee schedule for cash deposits to cover street damage during construction – Mr. Paul Rowland p. 95
11. Consider approval of Resolution 2016-11 authorizing the transfer of real property and related assets to the South Davis Metro Fire District Area and approval of the Interlocal Agreement governing access and maintenance of said real property – Mr. Clint Drake p. 97
12. Consider approval of the purchase of two BMW motorcycles from Harrison Eurosports for a total of \$49,968 – Chief Tom Ross p. 123
13. Adjourn

  
City Recorder



Minutes of the  
BOUNTIFUL CITY COUNCIL

July 12, 2016 – 6:30 p.m.

- 1 Present: Mayor Randy Lewis
- 2 Councilmembers Kendalyn Harris, Richard Higginson, Beth Holbrook
- 3 John Pitt
- 4 City Manager Gary Hill
- 5 City Attorney Clinton Drake
- 6 City Engineer Paul Rowland
- 7 Assistant City Engineer Lloyd Cheney
- 8 City Planner Chad Wilkinson
- 9 Asst. City Manager Galen Rasmussen
- 10 City Treasurer Ted Elder
- 11 Department Directors/Staff:
- 12 Police Chief Tom Ross
- 13 Parks Brock Hill, Director
- 14 Geno Flanary, Cemetery Superintendent
- 15 Streets/Sanitation Gary Blowers, Director
- 16 Charles Benson, Assistant Director
- 17 Golf Kent McComb
- 18 Recording Secretary Nikki Dandurand
- 19 Excused: Councilmember John Marc Knight

20 Official notice of the City Council Meeting was given by posting an Agenda at City Hall and on  
21 the Bountiful City Website and the Utah Public Notice Website and by providing copies to the  
22 following newspapers of general circulation: Davis County Clipper and Standard Examiner.

**Work Session – 6:30 p.m.**  
**Planning Conference Room**

**REVISED CITY INVESTMENT POLICY DISCUSSION – MR. GALEN RASMUSSEN AND MR. TED ELDER**

23 Mayor Lewis called the meeting to order at 6:30 p.m. and welcomed the Council and staff.  
24 Mr. Galen Rasmussen then presented an overview of the proposed Investment Policy, stated there are  
25 new updates to existing laws governing investment policy procedures and presented a review of the  
26 achievements/outcomes of the policy. The policy was last updated in 2011 and needed to be  
27 modified to comply with the updated laws, along with basic changes in the context of the policy.  
28 Councilwoman Harris asked what safeguards are in place to prevent fraud and embezzling. Mr. Elder  
29 responded that several controls and procedures are in place to deter any such activity including  
30 system controls, employee reviews and management approvals. Mayor Lewis stated that the City has  
31 highly trained individuals and a very well trained staff to work with.

1 **REVIEW OF REGULAR MEETING – MR. GARY HILL**

2 Mr. Hill mentioned that a waste energy project is being put together by the South Davis Sewer  
3 District and the Mayor has been nominated to join the Board. This will be a great opportunity to  
4 purchase power for our City. Mr. Hill also stated that two vehicle purchases were on the agenda for  
5 approval tonight and discussed the bidding process.  
6

7 **Regular Meeting – 7:05 p.m.**  
8 **City Council Chambers**  
9

10 Mayor Lewis called the meeting to order at 7:05 p.m. and welcomed those in attendance.  
11 Resident Jacob Gold led the Pledge of Allegiance; Mr. Walker, a member of the Mueller Park LDS  
12 Stake Presidency, gave a prayer.  
13

14 Mayor Lewis commented about the events that happened in Dallas this week and wished to  
15 thank Chief Ross and his Department for the great relationship within our community and the city.  
16

17 **APPROVAL OF MINUTES**

18 Mayor Lewis presented the minutes of the regular City Council meeting on June 28, 2016.  
19 Councilman Higginson made a motion to approve the presented minutes and Councilwoman  
20 Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,  
21 Holbrook and Pitt voting “aye”.  
22

23 **COUNCIL REPORTS**

24 Councilman Pitt reminded everyone about the Farmer’s market going on every Thursday.  
25 Councilwoman Harris stated there will be a benefit concert following the regular Concert in the Park  
26 on Friday, July 29<sup>th</sup> to support the purchase of the new statue for the infant/child section of the City  
27 Cemetery.  
28

29 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID AND JUNE 20 &**  
30 **27, 2016 AND MAY FINANCIAL SUMMARY**

31 Mayor Lewis presented the weekly expenditure summaries paid on June 20, 2016, for  
32 \$296,917.77 and June 27, 2016, for \$1,697,689.60. Councilman Pitt moved to approve the  
33 expenditures as presented and Councilman Higginson seconded the motion. Voting was unanimous  
34 with Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”. Mayor Lewis presented the  
35 May 2016 Financial report for approval. Councilman Pitt moved to approve the May 2016 report as  
36 presented and Councilman Higginson seconded the motion. Voting was unanimous with  
37 Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.  
38

39 **BCYC REPORT**

40 Councilwoman Harris asked Rachel Hall to come up and report for the Youth Council. Ms.  
41 Hall stated the Youth Council will be in the parade on July 22<sup>nd</sup>, assisting at the chuck wagon breakfast  
42 on the 23<sup>rd</sup> and then passing out flyers for the Tour of Utah coming in August.  
43

44 **THANK YOU/REPORT ON CAR SHOW –MR. CHRIS SIMONSON, ROTARY CLUB**

45 Dr. Chris Simonson reported on the great turnout and incredible support for the car show this  
46 year. It was a great success as usual and he thanked the city and all the departments that assisted. He

1 also stated that on Saturday morning, the Rotary Club honored 50 Vietnam vets that were all present  
2 and presented them with commemorative books and recognized their service.

3  
4 **MUSIC IN THE PARK – MR. RICHARD WATSON**

5 Mr. Watson reported that the concert last week was a great success and having the food trucks  
6 on location was a great addition. He also mentioned the two bands performing on July 29<sup>th</sup>, for the  
7 Concert series as well as the benefit concert following it. Mr. Watson introduced Ms. Christina Davis  
8 from Utah Voices, who will be performing at the next concert. Ms. Davis stated that they will be  
9 singing patriotic songs as well to honor the veterans. Councilwoman Holbrook asked what  
10 advertising has been done to promote the two concerts. Mr. Watson and Ms. Davis responded that  
11 they have used various social media websites, newspapers and the veterans’ newsletter to announce  
12 it. Councilwoman Holbrook thanked Mr. Watson and his supporters for providing such great  
13 entertainment to the community.

14  
15 **ARNELL HEAPS RECOGNITION – MAYOR RANDY LEWIS**

16 Mayor Lewis expressed his appreciation and congratulations to Mr. Heaps for his long-term  
17 service and position on the South Davis Sewer Board. Mr. Heaps made a few remarks and the Mayor  
18 presented him with a plaque and flowers for his wife.

19  
20 **SOUTH DAVIS SEWER DISTRICT BOARD OF TRUSTEES APPOINTMENT – MR. GARY HILL**

21  
22 Mr. Gary Hill presented Resolution 2016-09 to appoint Mayor Randy Lewis to the South  
23 Davis Sewer District Board. Councilwoman Harris moved to approve Resolution 2016-09 and  
24 Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris,  
25 Higginson, Holbrook and Pitt voting “aye”.

26  
27 **CONSIDER APPROVAL OF THE PURCHASE OF A 2016 FORD F250 4X4 TRUCK FOR**  
28 **THE CEMETERY FROM YOUNG FORD IN THE AMOUNT OF \$34,345 AND A 2016**  
29 **FORD F150 4X4 TRUCK FOR THE PARKS DEPARTMENT FROM YOUNG FORD IN**  
30 **THE AMOUNT OF \$33,863.87 – MR. BROCK HILL**

31 Mr. Hill stated the next two items on the agenda are vehicle purchases for use within the  
32 Parks and Cemetery Departments. Three bids were solicited for each purchase, with the lowest bids  
33 from Young Ford. Councilman Pitt asked Mr. Brock Hill to explain the state bid contract versus  
34 local contracts/bids. Mr. Hill explained the process and steps taken. Councilwoman Holbrook stated  
35 that all dealerships have the contract/bidding information available to them online, but would like to  
36 support the local businesses first. Mayor Lewis added that for the next bid/purchase, all departments  
37 need to be aware of who they are in contact with and what information is provided to the bidders.  
38 Mr. Gary Hill also stated that the staff will review the procurement policy and encourage local bids  
39 for next time. Councilman Pitt made a motion to approve the purchases of the two trucks stated, and  
40 Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris,  
41 Higginson, Holbrook and Pitt voting “aye”.

42  
43 **CONSIDER APPROVAL OF THE PURCHASE OF 11 YAMAHA GOLF CARTS FROM**  
44 **HIGHLAND GOLF COMPANY IN THE AMOUNT OF \$29,274 – MR. KENT MCCOMB**

45 Mr. McComb stated that the Golf Department would like to purchase 11 new gas carts to  
46 replace some of the older carts in the fleet. This rotation has helped maintain a good working fleet at

1 all times. Councilwoman Holbrook asked why all the carts purchased will only be gas this year,  
2 versus a mix of gasoline/electric. Mr. McComb responded that with the rotation, one third of the carts  
3 being traded in are gasoline this year. Mayor Lewis asked what the advantages are with gasoline  
4 versus electric. Mr. McComb answered that the electric carts take up more room to store because  
5 they need to be plugged in and that gas operated carts do better on the hills on the course.  
6 Councilwoman Harris also mentioned that the golf course is user fee maintained. Councilman Pitt  
7 moved to approve the purchase of 11 carts and Councilman Higginson seconded the motion. Voting  
8 was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.

9  
10 **CONSIDER APPROVAL OF A REVISED CITY INVESTMENT POLICY TO GOVERN**  
11 **OVERALL MANAGEMENT AND INVESTMENT OF CITY FUNDS – MR. GALEN**  
12 **RASMUSSEN & MR. TED ELDER**

13 Mr. Rasmussen provided a brief overview of the investment policy and stated that this item  
14 was discussed and reviewed in the work session and only needs to be approved at this time.  
15 Councilman Higginson moved to approve the new policy and Councilwoman Holbrook seconded the  
16 motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting  
17 “aye”.

18  
19 **CONSIDER APPROVAL OF THE SELECTION OF VCBO ARCHCITECTS TEAMED**  
20 **WITH EPG LANDSCAPE ARCHITECTS AS THE DESIGNERS OF THE BOUNTIFUL**  
21 **CITY CENTER PLAZA AND CITY HALL – MR. PAUL ROWLAND**

22 Mr. Rowland stated that at the initial RFP meeting in May 2016, the attendance was full.  
23 However, two teams were picked as the top bids. After two very good interviews the selection  
24 committee was faced with a very difficult decision. Both groups are well qualified, demonstrated  
25 excellent relevant experience and have worked well with the City in the past. The final deciding  
26 factor came down to the VCBO/EPG team having a dedicated person to lead a very strong public  
27 involvement process. Mayor Lewis expressed excitement for this project to move forward. He then  
28 extended an invitation to anyone who wanted to make public comments on the project. No comments  
29 were made. Councilwoman Holbrook moved to approve the selection of VCBO/EPG as the  
30 designers and Councilman Pitt seconded the motion. Voting was unanimous with Councilpersons  
31 Harris, Higginson, Holbrook and Pitt voting “aye”.

32  
33 **CONSIDER PRELIMINARY AND FINAL APPROVAL OF THE DEER HOLLOW AT**  
34 **STONE CREEK SUBDIVISION AMENDED – MR. PAUL ROWLAND**

35 Mr. Rowland stated there was just a small change to the plats to accommodate Ms. Peterson’s  
36 building plans, but plats are now ready for final approval. Councilman Higginson moved to approve  
37 the preliminary and final approval and Councilwoman Holbrook seconded the motion. Voting was  
38 unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.

39  
40 **CONSIDER APPROVAL OF THE PURCHASE OF A WATER STORAGE TANK FROM**  
41 **WHEELER CAT IN THE AMOUNT OF \$49,500 – MR. GARY BLOWERS**

42 Mr. Blowers stated that the Landfill needs water for dust control and compost  
43 operations. Recently Davis County had asked to have a temporary water diversion in the canal  
44 where we pumped the water out removed. The storage tank will fit our water needs and is safer  
45 and more efficient than personnel dropping hoses into the canal. Three bids were received and  
46 Wheeler CAT was the lowest. Councilwoman Harris moved to approve the purchase and

1 Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris,  
2 Higginson, Holbrook and Pitt voting “aye”.

3  
4 **CONSIDER APPROVAL OF THE PURCHASE OF RECONDITIONED EXCHANGE**  
5 **WHEELS FOR THE LANDFILL’S 2000 CAT COMPACTOR FROM CARON**  
6 **COMPACTOR COMPANY IN THE AMOUNT OF \$39,826 – MR. GARY BLOWERS**

7 Mr. Blowers stated the wheels and cleats on the 2000 CAT Compactor are worn out.  
8 There are 128 cleats to cut off and re-weld on which is very time consuming. Three bids were  
9 received with Caron being the lowest bid. Councilwoman Harris moved to approve the purchase  
10 and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons  
11 Harris, Higginson, Holbrook and Pitt voting “aye”.

12  
13 Councilman Higginson motioned to adjourn the regular City Council meeting and move to a  
14 closed session in the Planning Conference Room to discuss the acquisition or sale of real property,  
15 pending litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code  
16 §52-4-205), Councilwoman Holbrook seconded the motion. Voting was unanimous with  
17 Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”. The regular City Council session  
18 was adjourned to a closed meeting at 8:31 p.m. Those in attendance at the closed session: Mayor  
19 Randy Lewis, Councilmembers Richard Higginson, Beth Holbrook, John Pitt, Kendalyn Harris, City  
20 Manager Gary Hill, City Attorney Clint Drake, City Engineer Paul Rowland, City Planner Chad  
21 Wilkinson, Parks Director Brock Hill.

22  

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*Mayor Randy Lewis*

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*City Recorder*





# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000.00 paid  
July 4 & 5 and 11 & 12, 2016

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** July 19, 2016



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## **Background**

This report is prepared following the weekly accounts payable run. It includes payments for all expense invoices equaling or exceeding \$1,000.00. Payments affecting only revenue or balance sheet accounts are not included. Such payments include those to acquire additions to inventories, the remittance of payroll withholdings and taxes, and performance bond refunds. Expenses for salaries and wages and utility deposit and credit balance refunds are not included.

## **Analysis**

Unless otherwise noted and approved in advance, all expenditures are included in the current budget. Answers to questions or further research can be provided upon request.

## **Department Review**

This report was prepared and reviewed by the Finance Department.

## **Significant Impacts**

None

## **Recommendation**

Council should review and approve the attached expenditures.

## **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid July 4 & 5 and 11 & 12, 2016.

**Expenditure Report for Invoices >\$1,000.00**  
**Paid July 4, 2016 - June Invoices**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1078	ALL STAR STRIPING	Streets	10.4410.448000. Operating Supplies	\$ 38,025.56	190699	4158	Wide Striping, Directional Arrow, School Stencil
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	5,127.34	190703	68K33216	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	5,140.40	190703	68K33316	Tree Trimming
1615	CENTURYLINK	Enhanced 911	10.4219.428000. Telephone Expense	1,228.24	190710	06082016	Enhanced 911 Phone Bill
1615	CENTURYLINK	Enhanced 911	10.4219.428000. Telephone Expense	3,556.32	190711	06222016	Acct# 801-578-0401 452B
1720	CODALE ELECTRIC SUPPLY	Light & Power	53.5300.448632. Distribution	2,255.00	190713	S5693067.001	Temp Meter Peds
1815	CROFT POWER EQUIPMENT	Parks	10.4510.425000. Equip Supplies & Maint	1,321.37	190718	56302	Pole Pruner Head Kit/ Edger Attachment
1920	DELCO WESTERN	Golf Course	55.5500.473100. Improv Other Than Bldgs	1,866.76	190720	260883	Pump Cable/Cement/Conduit/Wires
1920	DELCO WESTERN	Golf Course	55.5500.473100. Improv Other Than Bldgs	4,245.00	190720	260663	Nema Enclosure Dead Front Door
1920	DELCO WESTERN	Golf Course	55.5500.473100. Improv Other Than Bldgs	6,281.25	190720	260666	Fan & T-stat/sump pump/ HOA/strikesorb
6375	FLOWTECH P.C.S. LLC	Golf Course	55.5500.426100. Special Projects	1,372.42	190729	1005	Flow Meter/ Labor & Travel
5026	GLOBAL SURVEILLANCE	Police	45.4210.472100. Buildings	8,899.00	190732	GS-12255	New Cameras
2564	I-D ELECTRIC INC	Water	51.5100.431000. Profess & Tech Services	4,144.50	190740	98136	Replaced starter pump & added unit heater
2626	INTERMOUNTAIN TRAFFIC	Streets	10.4410.491300. Trnsfr To Debt Service	1,721.00	190742	34933	Telepars for Signs
2765	JP ELECTRICAL, LC	Golf Course	55.5500.473100. Improv Other Than Bldgs	3,521.57	190745	13518	Install/add disconnect ground rod to water feature
2987	M.C. GREEN & SONS INC	Water	51.5100.473110. Water Mains	137,797.15	190751	3310	July Payment
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400. Dist Systm Repair & Maint	4,985.31	190755	S101847046.001	Sypt Materials
3293	NICKERSON CO INC	Water	51.5100.474500. Machinery & Equipment	10,752.00	190758	J17533	Rebuild Pumps
3459	PETERS, DAVID J	Legal	10.4120.431100. Legal And Auditing Fees	7,930.00	190762	062916DP	Substitute Prosecution Services
6148	PLANT, CHRISTENSEN	Liability Insurance	63.6300.451150. Liability Claims/Deductible	2,421.50	190764	06292016	Legal Services Lefler vs Bntfl City
3690	REMOTE CONTROL SYSTEM	Water	51.5100.448400. Dist Systm Repair & Maint	1,467.00	190770	16072	Transducers
3690	REMOTE CONTROL SYSTEM	Water	51.5100.431000. Profess & Tech Services	2,450.00	190770	16071	Field Services and Output Board
3756	ROCKY MOUNTAIN TRANS	Engineering	10.4450.448000. Operating Supplies	2,319.95	190772	103473	Upgrade Topserv
3835	SALT LAKE WHOLESALE	Police	10.4210.445100. Public Safety Supplies	4,030.00	190775	34581	GNS 9MM Cal Pistol GEN4
3875	SEMI SERVICE INC	Streets	45.4410.474500. Machinery & Equipment	82,839.52	190776	W 104823	Machinery & Equipment
4026	STAKER & PARSONS	Streets	10.4410.441200. Road Matl Patch/ Class C	1,089.20	190779	4075915	Patching
4026	STAKER & PARSONS	Streets	45.4410.473200. Road Materials - Overlay	12,400.53	190779	4079191	Canyon Estates
4026	STAKER & PARSONS	Streets	45.4410.473200. Road Materials - Overlay	14,184.88	190779	4078531	Canyon Estates
5358	STOTZ EQUIPMENT	Golf Course	55.5500.425100. Special Equip Maintenance	6,852.00	190783	21	TX Turf Gator SN
4281	TWIN D INC.	Storm Water	49.4900.462400. Contract Equipment	27,103.52	190787	14579	Cleaning of Storm Drains
5000	U.S. BANK CORPORATE	Finance	10.4140.423000. Travel & Training	1,116.18	190788	06102016GR	Travel/Training/Lunch Expense
5000	U.S. BANK CORPORATE	Finance	10.4140.423000. Travel & Training	1,116.79	190788	06102016TB	Travel/Training/Lunch Expenses
5000	U.S. BANK CORPORATE	Police	10.4210.445300. Special Suppl Tech Svs	1,137.88	190788	06102016DE	Travel Expense/Lunches/Supplies
5000	U.S. BANK CORPORATE	Light & Power	53.5300.423000. Travel & Training	1,195.00	190788	06102016	Travel/Training/Lunch Expense
5000	U.S. BANK CORPORATE	Streets	10.4410.425000. Equip Supplies & Maint	1,295.19	190788	06102016GB	Uniforms/Phone Cases/Shop Parts
5000	U.S. BANK CORPORATE	Computer Maintenance	61.6100.429300. Computer Hardware	1,304.98	190788	06102016AW	Training/Lunch/Comcast Service
5000	U.S. BANK CORPORATE	Police	10.4210.445100. Public Safety Supplies	1,352.99	190788	06102016DE	Travel Expense/Lunches/Supplies
5000	U.S. BANK CORPORATE	Legislative	10.4110.466000. Contingency	1,834.90	190788	061016GH	Office Flag/Lunch/Supplies
5000	U.S. BANK CORPORATE	Light & Power	53.5300.423002. Travel Board Members	2,610.00	190788	06102016	Travel/Training/Lunch Expense
4358	UTAH COMMUNICATIONS	Light & Power	53.5300.472100. Buildings	3,000.00	190792	115224	Radio Base Station & Install
4358	UTAH COMMUNICATIONS	Light & Power	53.5300.472100. Buildings	6,495.00	190792	115226	Radio Desk Sets/ Install Work
7842	UTILISYNC LLC	Storm Water	49.4900.423000. Travel & Training	2,400.00	190794	1017	Storm Water forms
<b>TOTAL:</b>				<u>\$ 432,187.20</u>			

**Expenditure Report for Invoices >\$1,000.00**

**Paid July 5, 2016 - July Invoices**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
3375	OLYMPUS INSURANCE AGENCY	Workers' Comp Insurance	64.6400.451000.	W/C Reinsurance Premiums	\$ 49,936.00	190694	13677	Insurance Liability
3375	OLYMPUS INSURANCE AGENCY	Light & Power	53.5300.448613.	Plant	77,038.00	190694	13677	Insurance Liability
3375	OLYMPUS INSURANCE AGENCY	Liability Insurance	63.6300.451100.	Insurance & Surety Bonds	351,585.00	190694	13677	Insurance Liability
<b>TOTAL:</b>					<u>\$ 478,559.00</u>			

**Expenditure Report for Invoices >\$1,000.00**  
**Paid July 11, 2016 - JUNE INVOICES**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collection Service	\$ 31,593.12	190798	06302016	Service June 2016
1211	ASPHALT MATERIALS INC	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,154.25	190803	69750	Cold Mix
1596	CATE RENTAL & SALES	Streets	10.4410.425000.	Equip Supplies & Maint	1,258.40	190808	Z16216	For #2246 Paver Streets
7574	CORRIO CONSTRUCTION	Water	51.5100.472130.	Wells	50,265.00	190812	06302016	Zesiger Well House Replacement
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	5,139.60	190822	10718	Contec DG 45% MU Tech/150
2562	HYDRO SPECIALTIES CO	Water	51.5100.448400.	Dist System Repair & Maint	1,008.00	190830	18557	Itron 100W Install Kit
2719	JMR CONSTRUCTION INC	Light & Power	53.5300.448632.	Distribution	4,588.86	190834	2016JMR	June Monthly Payment
2719	JMR CONSTRUCTION INC	Storm Water	49.4900.441250.	Storm Drain Maintenance	20,744.90	190834	2016JMR	June Monthly Payment
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	30,914.67	190834	2016JMR	June Monthly Payment
2799	KELLERSTRASS ENTERPRISE	Streets	10.4410.425000.	Equip Supplies & Maint	6,336.47	190835	263634A	Purchased Fuel
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	1,561.02	190836	339073	Road Base
3165	MORGAN COUNTY TREASURY	Light & Power	53.5300.448627.	Echo Hyrdo	8,000.00	190843	06302016	Revenue Sharing
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	1,149.88	190845	S101853032.001	Ford FB1100-4Q-NL 1
3328	NOVOTX, L.L.C.	Water	51.5100.431000.	Profess & Tech Services	8,450.00	190848	1283	Annual Subscription
3365	OLD DOMINION BRUSH	Streets	10.4410.425000.	Equip Supplies & Maint	1,627.14	190851	0091190-IN	Suction Hose
3549	PREMIER VEHICLE INST	Police	10.4210.425430.	Service & Parts	2,681.81	190855	21388	Vehicle Serviced
3549	PREMIER VEHICLE INST	Police	10.4210.425430.	Service & Parts	2,854.80	190855	21389	Vehicle Serviced
3549	PREMIER VEHICLE INST	Police	10.4210.425430.	Service & Parts	6,202.53	190855	21384	Vehicle Serviced
3549	PREMIER VEHICLE INST	Police	10.4210.425430.	Service & Parts	6,202.53	190855	21385	Vehicle Serviced
3549	PREMIER VEHICLE INST	Police	10.4210.425430.	Service & Parts	6,998.79	190855	21386	Vehicle Serviced
3875	SEMI SERVICE INC	Water	51.5100.474600.	Vehicles	13,953.67	190864	W 104254	Truck Bed Conv
3933	SKAGGS COMPANIES, INC	Police	10.4210.445100.	Public Safety Supplies	1,017.85	190866	2699601 RI	Super Tac X Kit & TL Series Remote Switch
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,011.40	190869	4083247	Patching
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,060.81	190869	4083632	Patching
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,122.26	190869	4084684	Patching
4026	STAKER & PARSONS	Water	51.5100.473110.	Water Mains	3,831.65	190869	4067821	Patching
4026	STAKER & PARSONS	Streets	10.4410.473200.	Road Materials - Overlay	12,470.97	190869	4080325	Riggihill Drive
4026	STAKER & PARSONS	Streets	10.4410.473200.	Road Materials - Overlay	14,714.33	190869	4088425	Beck Street
4026	STAKER & PARSONS	Streets	10.4410.473200.	Road Materials - Overlay	15,444.08	190869	4085378	Customer Job 400
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	3,468.00	190873	1390798	Chlorine
4229	TOM RANDALL DIST. CO	Golf Course	55.5500.425100.	Special Equip Maintenance	2,238.09	190877	0245019	Unleaded Fuel
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	15,515.80	190877	0244876	Fuel
7845	TRIMS SOFTWARE LLC	Golf Course	55.5500.425000.	Equip Supplies & Maint	2,095.00	190878	40131	Grounds Mgmt Software
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	190883	9767515589	Cell Service for May 23- Jun 22
4499	WASATCH BARRICADE	Streets	10.4410.441300.	Street Signs	5,200.00	190884	W0039458	Cone 28" W/ Reflector and Light
4522	WATERFORD SYSTEMS	Water	51.5100.472130.	Wells	3,530.39	190886	16284	600 lbs Carbon Platform Scale w/Wizard
					\$ 296,886.74			

**Expenditure Report for Invoices >\$1,000.00  
Paid July 12, 2016 - JULY INVOICES**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
2039	EDWARDS, DAVID	Police	10.4210.415000.	Employee Education Reimb	\$ 2,400.50	190910	07012016	Reimbursed for Summer Semester (July&Aug)
7850	GS TRACKME LLC	Streets	10.4410.448000.	Operating Supplies	1,169.61	190926	280	Vehicle Training Servive
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	190941	SLC07160183	Monthly Contract for July
4574	WHEELER MACHINERY CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,295.97	190994	PS000382589	Flange/ Tubes
<b>TOTAL:</b>					<u>\$ 6,641.08</u>			



# City Council Staff Report

**Subject:** 2016 Storm Drain Lining Contract  
**Author:** Assistant City Engineer  
**Department:** Engineering  
**Date:** July 19, 2016



## **Background**

In the past 7 years we have had the opportunity to replace 3 sections of our storm drain system which have experienced major failures (at great expense). The common factor between these failures has been the deteriorated condition of the pipe at the flow line (bottom of the pipe). Cured-in-Place-Pipe lining is a maintenance option which places a resin impregnated felt liner inside an existing pipe – creating a smooth, sealed “pipe inside a pipe”. The existing storm drain system has several thousand feet of pipe which would benefit from this treatment – but because it is quite expensive it is not an option in every instance, and the projects in this contract have been chosen based on an evaluation of pipe condition and physical access limitations. This contract will include lining of the storm drain under Fawn Lane, which is the “current” highest priority project in the storm drain system.

## **Analysis**

A Bid Opening for the proposed FY 2016-2017 program was held on July 19, and proposals were received from 2 companies. The lowest price proposal was submitted by Pipeline Inspection Services from Nampa, Idaho. The other proposal was received from Insituform, who has a regional office in Littleton, Colorado.

The results of the bidders are as follows:

Engineer’s Estimate	\$65,728.00
Pipeline Services	\$102,360.00
Insituform	\$110,000.00

The difference in the Engineer’s Estimate and the pricing received can be attributed to:

1. Relative size of this contract vs. the scope of the project used for comparative pricing.
2. The chosen specifications limited the type of product to be installed. Less expensive options are available, but were not accepted as competitive materials in this instance.

## **Department Review**

This memo has been reviewed by the City Engineer and the Storm Water Dept. Director.

**Significant Impacts**

Funding for this work has been included in the Storm Water Department's Capital New Storm Drains >400' Budget.

**Recommendation**

- It is recommended that the Bid of Pipeline Inspection Services be accepted at the unit prices noted in the Bid Tabulation.

**Attachments**

Bid Tabulation



Bountiful City Corp  
 2016 Storm Drain Lining Projects  
 Bid Tabulation

Bid Opening 19-Jul-16

Item	Description	Unit	Quantity	Engineers Estimate		Pipeline Inspection Services		Insituform	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	Lump Sum	1	4,500.00	4,500.00	10,000.00	10,000.00	13,100.00	13,100.00
2	Pipe Cleaning	Lft	1,040	1.45	1,508.00	2.00	2,080.00	8.00	8,320.00
3	Project 1: Indian Trails Circle (12")	Lft	315	31.00	9,765.00	75.00	23,625.00	41.00	12,915.00
4	Project 2: Millbrook Way (18")	Lft	440	69.00	30,360.00	90.00	39,600.00	86.00	37,840.00
5	Project 3: Fawn Lane (18")	Lft	180	85.00	15,300.00	95.00	17,100.00	149.00	26,820.00
6	Project 4: Maple Lane (12")	Lft	105	31.00	3,255.00	75.00	7,875.00	85.00	8,925.00
7	Post Construction Video Inspection	Lft	1,040	1.00	1,040.00	2.00	2,080.00	2.00	2,080.00
				65,728.00		102,360.00		110,000.00	



# City Council Staff Report



**Subject:** Storm Water Management Program Revisions

**Author:** Todd Christensen

**Department:** Engineering

**Date:** July 26, 2016

## Background

The EPA administers federal storm water regulations pursuant to the Clean Water Act, and has authorized the State of Utah to administer the storm water program in Utah. Since 2003, Bountiful City has been required to obtain a municipal permit from the State of Utah in order to discharge storm water from the city into the creeks (Waters of the State). The permit required the development of a Storm Water Management Program to minimize pollution from the city into the receiving waters.

## Analysis

The State issued a renewal storm water permit to Bountiful City that became effective on March 1, 2016. Like the previous permit, the renewal permit requires a focus on the six minimum control measures:

1. Public Education and Outreach
2. Public Involvement and Participation
3. Illicit Discharge Detection and Elimination
4. Construction Site Runoff Control
5. Long-Term Storm Water Mgmt. in Areas of Development/Re-Development
6. Pollution Prevention and Good Housekeeping for Municipal Operations

The renewal permit has changes to the requirements within each control measure. Bountiful is required to revise the Storm Water Management Program to describe plans to meet all of the requirements of the renewal permit. A copy of the Revised Storm Water Management Program will be submitted to the State with the next Storm Water Annual Report.

Highlights of the revised Storm Water Management Program include:

- Requiring developers to design and install systems to **RETAIN** the storm water from 0.6" rainfall events, and create standards for retention
- Updating the City's storm water ordinance by December 1, 2016 and include additional requirements for retention/Low Impact Development
- Renew the Inter-local Agreement with other municipalities that work together as the Davis County Storm Water Coalition
- Develop a program to reduce Nitrogen and Phosphorus in discharges
- Implement more rigorous employee training on storm water pollution prevention
- Write and adopt additional Standard Operating Procedures for municipal activities that may impact storm water

### **Significant Impacts**

The primary impact will be that the City will create new storm water retention standards for developments. Developers will be required to design and install systems to retain the storm water from 0.6" rainfall events, or the first 0.6" of precipitation from a rain storm. It is anticipated that the City will require developers to execute a maintenance agreement for improvements intended to meet the retention requirements, and the City will need to provide oversight to make sure inspections and maintenance are being performed. These standards will be in addition to the current standards for detention/flood control.

### **Department Review**

This has been reviewed by the Engineering Department.

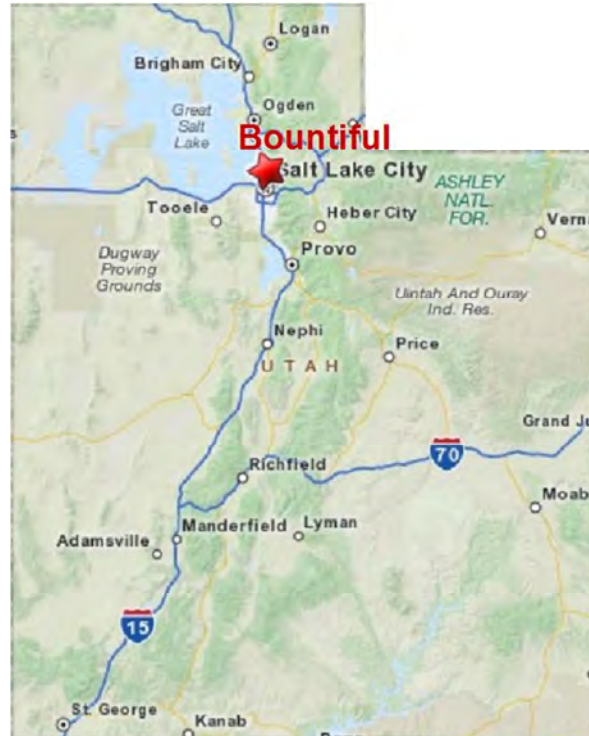
### **Recommendation**

We recommend the council approve the proposed revisions to the Bountiful City Storm Water Management Program and approve submitting the revised program to the Utah Division of Water Quality.

### **Attachments**

Proposed Revised Storm Water Management Program

# STORM WATER MANAGEMENT PROGRAM for BOUNTIFUL CITY



**Bountiful City Engineering Dept.  
790 South 100 East  
Bountiful, Utah 84010**



**November, 2010  
Last Updated June, 2016**

**BOUNTIFUL CITY**  
**STORM WATER MANAGEMENT PROGRAM**

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## **GLOSSARY**

BMP	Best Management Practice
CPD	Common Plan of Development
DC	Davis County
DCSWC	Davis County Storm Water Coalition
DEQ	Department of Environmental Quality
DWQ	Division of Water Quality
EMC	Event Mean Concentrations
EPA	Environmental Protection Agency
IDDE	Illicit Discharge Detection and Elimination
LID	Low Impact Development
MEP	Maximum Extent Practicable
MS4	Municipal Separate Storm Sewer System
NOI	Notice Of Intent
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
PHF	Pesticides, Herbicides, and Fertilizer
SWMP	Storm Water Management Program
SWPPP	Storm Water Pollution Prevention Plan
UPDES	Utah Pollutant Discharge Elimination System
UAC	Utah Administrative Code
UDOT	Utah Department of Transportation
USC	United States Code



## **SECTION 1 – OVERVIEW**

### **1.1 PURPOSE**

This Storm Water Management Program (SWMP) will be implemented to limit, to the maximum extent practicable (MEP), the discharge of pollutants from the Bountiful City municipal storm sewer system to the waters of the State of Utah. The development and implementation of this SWMP is intended to fulfill requirements under the State UPDES Authorization to discharge Municipal Storm Water, in compliance with provisions of the Utah Water Quality Act, Title 19, Chapter 5, Utah Code Annotated (“UCA”) 2004, as amended (the “Act”).

### **1.2 PROGRAM ELEMENTS**

The Bountiful City Phase II storm water program will implement and enforce a storm water management program designed to reduce discharge of pollutants from the municipal separate storm sewer system to the “maximum extent practicable” to protect water quality. Six “minimum control measures” as listed below, are required under Phase II regulations:

1. Public Education and Outreach
2. Public Participation/Involvement
3. Illicit Discharge Detection and Elimination
4. Pollution Prevention/Good Housekeeping
5. Construction Site Runoff Control
6. Post-Construction Runoff Control

In addition, specific goals and best management practices (BMPs) for each minimum control measure are included in Bountiful City’s SWMP.

### **1.3 OVERALL ENVIRONMENTAL CONCERNS**

#### **1.3.1 General**

The overall program goal is to implement the storm water program according to the SWMP and permit requirements, including annual reviews each September. Annually reviewing the status of implementation for each program element (according to the goals) will provide a way to measure the effectiveness of the program in general.

Storm water runoff from Bountiful City is received by five creeks: Stone Creek, Barton Creek, Mill Creek, North Canyon Creek and Hooper Draw. Each of these creeks ultimately discharge to the Great Salt Lake. None of the portions of these streams receiving the city’s storm water discharge are listed as impaired (per CWA 303d list of approved TMDLs on DWQ website) or as “high quality” streams (per UAC R317-2-12 and R317-2-13.7B). Oversight and maintenance of

these streams fall under the jurisdiction of the Davis County Public Works Department. The Davis County Health Department, in cooperation with the Weber Basin Water Quality Laboratory perform baseline monitoring on a quarterly schedule at four locations in Bountiful. These locations are: Lower Millcreek, Upper Millcreek, Lower Stone Creek and Upper Stone Creek. Davis County has archived the sampling results for TDS, TSS, turbidity, TOC, Nitrate-Nitrate, Dissolved Orthophosphate and Total Phosphorus. This information may be used to assist in determining water quality trends or checking for problems (not to measure the effectiveness of the program).

## **1.4 LEGAL AUTHORITY**

### Federal

In 1972, Congress enacted the first comprehensive national clean water legislation (Clean Water Act - 33 U.S.C. Chapter 26) in response to growing public concern for serious and widespread water pollution. The Clean Water Act is the primary federal law that protects our nation's waters including lakes, rivers, aquifers and coastal areas. The Clean Water Act provides the backbone for the national approach to water quality policy and action. The objective of this federal law is the total elimination of the discharge of pollutants into the nation's navigable waters and to restore and maintain the integrity of the nation's waters.

The storm water from Bountiful City is eventually received into the Great Salt Lake, a Water of the United States. Furthermore, Bountiful City has been designated as a Small Municipal Separate Storm Sewer System (MS4) as defined in 40 CFR 122. Small MS4s are subject to the permitting process of the Clean Water Act's National Pollutant Discharge Elimination System (NPDES).

### State

The State of Utah Department of Environmental Quality is responsible to oversee the EPA NPDES Phase I and Phase II storm water regulations and issue Utah Pollutant Discharge Elimination System (UPDES) permits in the State of Utah. The Utah Administrative Code Title R317 – Environmental Quality, Water Quality sets forth the requirements and procedures needed for compliance with state law. Utah Code Title R317-8-3.9 specifically lists the requirements for municipalities to obtain a UPDES permit from the State of Utah. The program's main objective is to minimize pollution of waterways in urban areas. In Utah, Waters of the State include the streams that run through Bountiful and the groundwater.

### City

The initial application deadline for Bountiful City, as a Phase II municipality, to submit a Notice of Intent to discharge storm water to Waters of the State, was March 1, 2016. The Phase II permit required the community to prepare a SWMP which summarized the Best Management Practices (BMPs) to be implemented in the aforementioned six minimum control measures to fulfill the goal of reducing or eliminating pollution from storm water.

The UPDES permit is issued in compliance with the provisions of the Utah Water Quality Act, Title 19, Chapter 5, Utah Code Annotated 1953, as amended. A renewal permit was issued to Bountiful that became effective August 1, 2010. The renewal permit has many requirements that differ from the initial permit requirements. This SWMP is intended to meet the requirements of the current MS4 permit for Bountiful City.

Under Section 10-8-38 of the Utah Code the City Council is empowered to construct, reconstruct, maintain and operate culverts, drains, and all systems necessary to the proper drainage requirements of the city and to regulate the use and construction thereof.

Under Section 10-8-84 of the Utah Code the City Council is empowered to pass all ordinances and rules, and make all regulations, as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort and convenience of city and its inhabitants.

Bountiful City has adopted a Storm water Management Ordinance (Title 6 Chapter 15 of the Bountiful City Code) giving the city legal authority to enforce its provisions set forth therein. The intent of this ordinance is to protect receiving waters from pollution and to comply with mandated storm water regulations. Other city ordinances which also apply to this program are Criminal Code - Littering (10-1-107 ), Public Works and Property – Building Materials in the Street (6-2-106), Public Works and Property – Obstructions (6-2-107), and Public Works and Property – Sand, Gravel, Lime and Cement (6-2-113).

### County

The Davis County Public Works Department is responsible for flood control and maintenance of designated creeks and channels that traverse from the Wasatch mountains to the Great Salt Lake within the County limits. Davis County Ordinances 01-87 and 02-98 set forth the policy and procedures used by the County to provide this service. Five of these channels traverse Bountiful City. Permit coverage under the UPDES program authorizes Bountiful City to discharge storm water to these streams and to administer the storm water control program within the City.

## **1.5 SWMP COORDINATION**

### **1.5.1 Bountiful City.**

Contact:	Todd Christensen	Environmental Engineer, Program Manager Phone: (801) 298-6125
	Paul Rowland	Public Works Director, City Engineer Phone: (801) 298-6125
	Gary Blowers	Streets & Storm Water Dept. Manager Phone (801) 298-6175
	Charles Benson	Storm Water System Supervisor Phone (801) 298-6175

Tracy Hatch	Water Maintenance Supervisor Phone: (801) 298-6180)
C.J. Goodwin	Water Operator Phone (801) 298-6180
Brock Hill	Parks Director Phone: (801) 298-6178

Explanation of Responsibilities for Implementing the Bountiful City SWMP

Public Works Director, City Engineer

- Works with elected officials and city management
- Decides priorities for the storm water management program
- Ensures that major storm water program components such as ordinance updates, major
- Storm water Management Program updates and fee changes are taken to public meetings and adequate Public Notice is given
- Develops long-term storm water management standards

Assistant City Engineer: Lloyd Cheney

- Assists City Engineer working with elected officials and city management
- Assists City Engineer with developing long-term storm water management standards
- Prepares contracts with obligations for complying with Bountiful’s pollution prevention procedures

Environmental Engineer, Storm Water Program Manager

- Coordinates the overall implementation of storm water management program
- Prepares Annual Reports
- Reviews and prepares updates for Bountiful’s Storm Water Management Program
- Oversees distribution of information and training for residents, businesses, contractors, and MS4 staff about pollution prevention, reporting spills, and reporting illicit discharges
- Coordinates the writing and implementation of standard operating procedures for
- Storm water pollution prevention for city facilities and operations
- Prepares and submits storm water management program information to be posted on City’s website
- Coordinates illicit discharge prohibition and enforcement, working with Davis County Health Dept.
- Coordinates Mapping of storm drain system, receiving waters, and outfalls
- Performs outfall screening
- Performs storm water pollution prevention plan reviews for sites disturbing one acre or more
- Inspects construction sites for storm water pollution prevention and initiates enforcement measures
- Coordinates the execution of agreements for maintenance of long-term storm water controls
- Prepares Storm Water Pollution Prevention Plans for MS4 industrial facilities

- Inventories city-owned long-term controls

#### Streets & Storm Water Department Manager

- Provides and coordinates the city's Household Hazardous Waste collection & disposal events
- Provides oversight for pollution prevention at municipal maintenance and storage yard and general streets maintenance

#### Storm Water Supervisor and Storm Water Operator

- Coordinates video-inspection of storm water pipes
- Inspects city-owned long term storm water controls
- Coordinates maintenance on the storm water collection system including inlet box cleaning, pipe cleaning, separator cleaning, and street/parking lot sweeping
- Performs and supervises inspections and visual storm water monitoring for city's maintenance and storage yard (streets/parks areas)
- Performs and supervises corrective action from findings of maintenance and storage yard inspections and visual monitoring (streets/parks areas)

#### Water Maintenance Supervisor

- Oversees and supervises pollution prevention procedures on water system maintenance projects

#### Water Operator: C.J. Goodwin

- Perform Inspections and visual monitoring for city maintenance and storage yard (water areas)
- Performs or coordinates corrective action from findings of maintenance and storage yard inspections and visual monitoring (water areas)

#### Parks Director: Brock Hill

- Oversees and supervises pollution prevention procedures for city parks and golf course

### **1.5.2 Davis County Storm Water Coalition.**

The Davis County Storm Water Coalition (DCSWC) consists of representatives from 15 cities and Davis County, whose purpose is to minimize pollutants entering the storm drains and receiving water bodies, to comply with storm water regulations, and to receive input from stakeholders. Representatives from other entities such as Hill Air Force Base, consultants, vendors, and contractors are also invited to participate. The coalition meets regularly, and plans to continue regular meetings during the coming years to discuss storm water issues and coordinate activities.

The Coalition member entities initially entered into an interlocal agreement to jointly implement a portion of the SWMP in 2002. Coalition members have continued to perform coalition activities, and have committed to continue conducting and supporting ongoing Coalition activities. As a member of the Davis County Storm Water Coalition, Bountiful City will continue to work with

other MS4s in Davis County for Coalition purposes. It is anticipated that the entities will jointly perform the following responsibilities:

- 1) Jointly purchase educational and training materials, as determined by the Coalition, for distribution to:
  - a) Residents
  - b) Institutions, industrial and commercial facilities
  - c) Developers and contractors (construction)
  - d) Municipal Separate Storm Sewer System (MS4) owned or operated facilities
- 2) Use the Coalition as a county-wide committee to:
  - a) Train personnel
  - b) Create partnerships
  - c) Obtain input and feedback from special interest groups
- 3) Annually contribute updated storm drain system information for county-wide mapping purposes
- 4) Jointly prepare and promote a model ordinances, updates, and standards that addresses:
  - a) Illicit discharges
  - b) Construction site storm water runoff
  - c) Long-term storm water management
- 5) Jointly arrange for and provide education about hydrologic methods and criteria for selecting and sizing post-construction BMPs
- 6) Jointly participate to develop Standard Operating Procedures
- 7) 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

### **1.5.3 Davis County Health Department.**

The Davis County Health Department assists with specific aspects of the Storm Water Management Program within their realm of jurisdiction as stated by a Resolution of the Davis County Board of Health. Said Resolution is attached and describes procedures for managing and enforcing illicit discharges throughout Davis County. The city coordinates investigation, reporting, removal/cleanup, and enforcement for illicit discharges with Davis County. The county also trains dispatch personnel on taking reports of illicit discharges.



## **1.6 SWMP REVIEW AND MODIFICATION**

This SWMP will be reviewed on an annual basis. The review will include evaluating the status of program implementation. Appropriate modifications will be made to the SWMP, according to the procedures required in the permit. Comments from the public or other interested parties will be considered. Modifications to this SWMP will be logged in section 4.

## **SECTION 2 -- MINIMUM CONTROL MEASURES**

### **2.1 PUBLIC EDUCATION AND OUTREACH PROGRAM**

The Public Education and Outreach measure is intended to increase public and professional awareness of storm water quality concerns and Best Management Practices (BMPs) that may be implemented to prevent water pollution. Bountiful City will participate with The Davis County Storm Water Coalition (in cooperation with other entities in the County) to coordinate the Public Education and Outreach efforts County-wide.

#### **2.1.1 Priorities**

Priorities for this control measure were established in cooperation with the other entities participating with the Davis County Storm Water Coalition. Target pollutants with accompanying audiences have been identified by Coalition representatives. Activities (BMPs) were selected to reach out to these audiences, educating them about the pollutants and encouraging behavior that prevents pollution to receiving waters. Measurable goals were established. A summary of this information (including target pollutants, target audiences, activities, and measurable goals) is included in the Appendix D.

Bountiful City will supplement the activities of the coalition for this control measure. The City has identified three pollutant sources for added focus: construction/landscape materials, parking lots, and dumpsters. These are further described as follows:

#### Construction/Landscape Materials

This applies particular to these materials that are being stored in the street without permission from the City. The target audience is owners and operators of construction projects, especially those less than one acre. Also included as the target audience is owners and operators of landscape projects.

The approach in reaching this audience is multi-faceted. Annual storm water trainings for City departments will include instruction on identifying and reporting the materials being stored in the street, especially for those who are often driving around the city. Follow-up will be made through our SOP for enforcing construction-site requirements. The city's building and public works inspectors will also be trained to look for these problems when doing their inspections. And violations and enforcement actions will be logged. Finally, brochures on pollution prevention will periodically be mailed to landscape companies in the area.

### Parking Lots

The audience for this is owners of parking lots including those having commercial, multi-family, and religious use. There will be a widespread approach to reaching this audience by distributing educational information encouraging owners to regularly sweep parking lots in the city newsletter and on the city website.

### Dumpsters

The audience for this is owners of large permanent dumpsters. This will apply to commercial, multi-family, and religious facilities. The message is to keep these dumpsters lidded or covered; the requirement to do so has been included in the City Code (14-14-111). The approach to this will be through the plan review process. The plan reviewer will note the need for covered or lidded dumpsters. The city will also follow up on any complaints received about uncovered permanent dumpsters.

## **2.1.2 BMP's**

### ***2.1.2.1 Participate In Davis County Storm Water Coalition***

The following list briefly describes the activities that the Coalition has decided to implement to fulfill the responsibilities listed above in Section 1.5.1:

TV Advertising: Educate the general public and businesses about ways (and reasons) to prevent storm water pollution through means that may be easily implemented

Monthly Coalition Meetings: Provide inter-local and interest-holder communication about storm water management programs

4<sup>th</sup> Grade Lessons: Teach 4<sup>th</sup> graders the fundamentals of storm water, receiving waters, and ways to prevent pollution to storm water from households

Educational Materials: Work together to develop and purchase educational materials, pamphlets, and promotional give-away items to aid in the educational program

Water Fair: Help organize and sponsor the transportation for school children and their adult chaperones to a fun event that educates them about storm water pollution prevention and other environmentally friendly topics

Trainings: Host training events related to storm water permit requirements for contractors, MS4 employees, industrial facility operators, or other groups

Training of Coalition members: Provide training opportunities for coalition members to gain insight and information about storm water programs and challenges

County Drainage Map: Help facilitate the assembly of a county-wide map for the purpose of protecting receiving waters in responding to spills and illegal dumping

Spill Response Hotline: Advertise and support the use of a common number for spill reporting and response

Standard Operating Procedures: Work together to develop model operating procedures that the member entities may use to implement in their jurisdictions

SWAC Meeting Attendance: Represent the DCSWC at Utah Storm Water Advisory Committee Meetings

Interlocal Agreements: Allow the coalition to function legally, in explicit agreement with each other

Model Ordinance: Work together to create model ordinances and encourage the adoption of similar ordinances by Coalition members

See Appendix D. for information about target pollutants, target audiences, activities, and measurable goals established by the coalition.

#### ***2.1.2.2 Publications***

Bountiful City and the County Storm Water Coalition will coordinate the publication and distribution of storm water pollution prevention information. Businesses will also be targeted for the development and distribution of publications that will be given to them regarding industry-specific pollutants. To coordinate this BMP with the IDDE control measure, part of the content for residents and businesses will include information about the hazards associated with illegal discharges and improper waste disposal.

#### ***2.1.2.3 Development Information***

Compile a packet or handbook to give to engineers, contractors, developers, planners, and staff for:

- Project review and permitting process
- Developing a SWPPP & construction site BMPs
- Criteria for “Priority” construction sites
- SWPPP review checklist
- LID/long-term storm water management principles and standards
- LID feasibility and selection
- Flood Control Requirements
- List of inspections required and inspection form
- Project completion/close-out procedures

#### ***2.1.2.4 Training***

The training program is intended to include aspects of training that are required by this and the other control measures.

Employees will be trained on prohibitions against illicit discharges and water quality impacts. Generally, the training will be done separately by departments (some will be lumped together), so that the training can be customized to the job duties of those in each department. MS4 employees and contract staff whose job duties may impact storm water will be trained in pollution prevention (especially as related to performing job duties/procedures), permit requirements, water quality concerns. Training or review of the IDDE program (from identifying illicit discharges through reporting them) will be included in the department trainings annually.

For construction and post-construction requirements, staff involved in permitting, plan review, inspection, and enforcement will be trained. Each will be trained in implementing the new requirements as related to their job duties. These trainings will be done annually; newly hired

employees will be trained immediately upon hire. Training records will be kept on file and will include dates, course agenda, names and positions of attendees.

Also, because Bountiful City relies on Davis County Health Department for a portion of our IDDE Program, we will make sure Health Department Personnel are trained on permit requirements and applicable SOPs.

#### ***2.1.2.5 Newsletter Articles***

At least once per year, an article will be prepared for publication in the City newsletter. Articles will focus on reducing the pollution entering our streams. Directions will be given as to properly disposing of used oil, antifreeze and paints.

#### **2.1.3 Measurable Goals**

**2016-2021 MEASUREABLE GOALS FOR PUBLIC EDUCATION AND OUTREACH**

GOAL	SCHEDULE & Interim Milestones	LEAD PERSON
Pay fee to Coalition as assessed/invoiced	Annually, 60 days after invoice	Env. Engineer/Storm Water Dept. Manager
Renew and execute inter-local agreement for Coalition	Within 60 days after available	Env. Engineer, working with City Attorney
Distribute pamphlets created by DCSWC to the intended audience within Bountiful City	Annually by Sept. 1 <sup>st</sup> of each year	Environmental Engineer
Develop nitrogen and phosphorus program		
Determine Potential Sources	2016	Environmental Engineer with Davis County Stormwater Coalition
Prioritize Sources and Develop Outreach Materials	2016	
Perform Outreach Measures	Jun. 2017 tentative	
Complete revised Packet or Handbook of information about construction sites and post-construction controls	9/1/2016	Environmental Engineer
Decide feasibility conditions and restrictions on retention and infiltration	7/1/2016	Environmental Engineer
Decide which LID practices the City can support and prioritize them	7/1/2016	Environmental Engineer
Modify existing plan review process to include LID requirements (will require changing zoning ordinance)	9/1/2016	Public Works Director
Complete packet/handbook and incorporate SWPPP and floodplain development information	9/1/2016	Environmental Engineer
Conduct training of MS4 departments and contract staff with job functions that could impact storm water	Annually (by end of reporting year) & immediately upon hire	Environmental Engineer
Train County Health Dept. on permit requirements they need to understand for assisting with IDDE	10/1/2016 tentative	Environmental Engineer with Davis County Stormwater Coalition
Revise training program agendas and attendance forms to include requirements of 4.2.3.11 of permit	Annually (by end of reporting year)	Environmental Engineer
Prepare newspaper articles for publication in city newsletters.	2016 – 2021 Annually	Environmental Engineer
Include information about preventing pollution by sweeping parking lots using the city website or a newsletter article	2016	Environmental Engineer

## 2016-2021 DCSWC BMPs and GOALS FOR PUBLIC EDUCATION AND OUTREACH

COALITION ACTIVITY	MEASURABLE GOAL
TV Advertising	Pay annual portion of cost to S.L. County
Monthly Coalition Meetings	Hold 10 meetings annually
4 <sup>th</sup> Grade Lessons	Teach all public 4 <sup>th</sup> grade classes in county annually
Produce Education Materials	Develop one pamphlet annually
Purchase Education Materials	<ul style="list-style-type: none"> <li>• Have pamphlets printed for distribution by each coalition member</li> <li>• Purchase enough booklets and balls for 4<sup>th</sup> grade classes</li> <li>• Purchase stickers (fueling caution), pencils, and magnets to have continually available</li> </ul>
Water Fair	Hold one event annually
Trainings	<ul style="list-style-type: none"> <li>• Hold one training annually</li> <li>• Provide training opportunity for one person from each member-entity to APWA conf., StormCON, or UFSMA</li> </ul>
County Drainage Map	Request updates annually
Spill Report Hotline	Get reports semi-annually
Standard Operating Procedures	Review and update annually
SWAC meeting Representation	Have 1 voting member and 1 alternate assigned and represent coalition at 90% of monthly meetings
Interlocal Agreement	Execute once per permit cycle

### 2.1.4 Decision Process

*For this control measure, the fundamental responsibility is to educate the community about the impacts of storm water discharges, and the steps they can take to reduce pollutants in storm water. The specific requirements are to be met with BMPs through a multi-media approach.*

*How BMPs and measurable goals were selected:*

*BMPs were selected to meet the purpose and responsibility for this control measure. For BMPs that are implemented through the Davis County Storm water Coalition, Bountiful has taken an active part in providing input and working together with others MS4 entities to decide on practices and ways to implement them. Attention has been given to use a multi-media approach and target four audiences: 1) Residents, 2) Businesses/Commercial, 3) Developers/Contractors, and 4) Municipal Employees. The goals for the BMPs were set in a way that would allow us to make a quantification of the progress, or fulfillment, for each goal.*

*This control measure was re-organized in the revised SWMP for the 2010 renewal permit term. The overall objective is modified to educate and influence behavior for pollution-prevention. The activities that the DCSWC plans to perform, along with the measurable goals that the coalition established, were separated from activities that the City would primarily be responsible for. The*

*targeted pollutants, pollutant sources, and method for evaluating success have been revised as follows:*

- *Targeted pollutants and pollutant sources: per the DCSWC targets (see appendices), supplemented by those established by Bountiful (material/debris in street, business dumpsters, and sweeping of parking lots) – see below*
- *Method for evaluating success: will also be done by looking at program implementation*

*Coalition Priorities as described in the “Priorities” sub-section were established through coalition meetings March 2010–Oct. 2010 and coalition sub-committee meetings Oct–Nov 2010.*

*Bountiful City will supplement the education and outreach program by focusing on three areas which have been identified by City Staff for additional emphasis. Bountiful has identified opportunities to provide educational material for these three areas that can efficiently be incorporated into the Storm Water Management Program.*

*In all areas of the City, unauthorized placement or storage of construction and landscaping materials in the public right-of-way is a constant concern that represents a potential source of debris and sediment. Outreach and education will be provided through the plan review process and by construction inspections.*

*In addition to materials in the roadway, dumpsters and parking lots at various facilities have a potential to release pollutants. Plan reviews for developments will include a review for dumpsters – that permanent dumpsters will be covered and placed appropriately.*

*City Staff also felt that parking lots at commercial and multi-family sites represent an important location where storm water runoff could be improved by sweeping. Therefore, information about the benefit of sweeping parking lots will be provided through the city website or newsletter.*

*City staff wanted to implement a pro-active approach to combine education and outreach efforts to contractors and developers with some of the construction and post-construction needs. Therefore, it was determined by City Staff that an effective approach would include preparation of a packet of information specific to Bountiful City, which could be widely distributed to developers, contractors, engineers, architects, etc. for use in preparation of construction and development plans. The packet would include SWPPP information, use of construction controls, post-construction controls, inspection requirements, sample forms, etc.*

*A storm drain stenciling (curb marker) program was completed previous to the permit renewal in 2010. The entire city was canvassed by volunteers (led primarily by Boy Scouts) marking curb inlets and delivering information about storm water pollution prevention.*

## **2.2 PUBLIC INVOLVEMENT AND PARTICIPATION PROGRAM**

The Public Involvement/Participation Program section of the SWMP addresses the importance of public involvement with respect to protection of storm water. Community participation provides for broader public support, shorter implementation schedules, a broader base of expertise and the

development of important relationships with other community and government programs. Such opportunities include the public notice process and efforts to reach out to foster public input.

### **2.2.1 Priorities**

Bountiful's primary priority for this control measure is to manage the storm water program in a way that complies with State and Local public notice laws. The secondary priority is to make information about the program easily accessible to stakeholders and the public.

### **2.2.2 BMPs**

#### ***2.2.2.1 Inter-local and Interest-Holder Communication through the Davis County Storm Water Coalition***

The DCSWC will be utilized to give and receive input, feedback and recommendations for the storm water management programs in Davis County. Bountiful City will participate with the DCSWC to facilitate communication with contractors, developers, consultants, industrial representatives, and others affected by or interested in NPDES storm water issues.

See section 1.5.1 for more information regarding Davis County Storm Water Coalition participation and activities.

#### ***2.2.2.2 Public Notice Requirements***

Comply with State and local laws regarding the advertisement and notification of public hearings and other related meetings regarding the development and implementation of the SWMP.

#### ***2.2.2.3 Public Access to Storm Water Information***

Allow the public access to documents, plans, and reports, including MS4 annual reports and the Storm Water Management Program. The public may also give information (comments, concerns, etc.) regarding construction activities. Utilize the city website to post the SWMP and other information about the storm water program, along with a way to provide input.

### **2.2.3 Measurable Goals**

The table below represents measurable goals that are to be implemented and assessed during the permit term. The purpose of measurable goals is to gauge permit compliance and program effectiveness.



**MEASURABLE GOALS FOR PUBLIC INVOLVEMENT AND PARTICIPATON**

<b>GOAL</b>	<b>SCHEDULE/FREQUENCY &amp; Interim Milestones</b>	<b>LEAD PERSON</b>
Actively participate in the Davis County Storm Water Coalition to develop and promote the activities associated with the Public Involvement and Participation program, by attending at least 10 Coalition meetings or activities annually.	2016 – 2021	Environmental Engineer
Comply with State and local laws regarding the advertisement and notification of public hearings.	2016 – 2021 Aug. 2016 for revised ordinance	Environmental Engineer and Public Works Director
Provide Contact for storm water program questions and comments from public.	2016 – 2021 Continuously	Environmental Engineer
Provide public access to information on storm water information through city website. Include revised SWMP, a way to submit comments, and publicize Hotline #	Jul. 1, 2016 (initially) Continually thereafter	Environmental Engineer, Working with IT Department

**2.2.4 Decision Process**

*The fundamental objective of this control measure is to implement a public involvement/participation program which, at a minimum, complies with State and local public notice requirements. Specific aspects of the program are to be met with BMPs.*

*The public was involved in development and submittal of initial NOI and storm water management program. In March of 2001, over 100 commercial, institutional, and multi-family representatives (from properties with at least 10 ERU, about 0.9 ac. of impervious surface) were invited to discuss information about storm water regulations, program requirements, and a proposal to create a new utility for storm water. Twenty-five people attended the meeting. Later, a public hearing at a City Council meeting was held on June 5, 2001, that followed Public Notice requirements. Invitations were extended to over 100 representatives (same representatives described above). This public hearing was for a proposed storm water utility ordinance, and the creation of a new city storm water department.*

*The public are welcome to be actively involved in the continued development and implementation of the program by following State and local public notice requirements. This is accomplished by going through the City council for approval of the SWMP, participation in the SDSW Coalition, and adopting the storm water ordinance (and revisions to the ordinance). Public Notice is given for all City Council meetings, and the meetings are open to the public. The city website and the Coalition will also provide an avenues for public and stakeholders to provide input.*

*Overall management for this control measure will be performed primarily by Bountiful City’s Engineering Department. Some of the implementation for this control measure will be done*

*through the Davis County Storm Water Coalition. The Storm Water Department Superintendent will be responsible to provide the necessary funding for this and other control measures.*

*Success will be measured by ... Confirming that public notice requirements were met for City Council approval of the SWMP, participation in the DCSWC, and adopting the storm water ordinance (and revisions to the ordinance).*

*After deciding up on the BMPs to implement, measurable goals were chosen to ensure implementation of the BMPs and, more importantly, meet the permit requirements for this control measure.*

*BMPs were selected to meet the purpose and responsibility for this control measure. The goals for the BMPs (as shown in the table above) were set in a way that allows us to make a quantification of the progress and/or implementation for each goal.*

*A storm drain stenciling program was completed previous to the permit renewal in 2010. The entire city was canvassed by volunteers (led primarily by Boy Scouts) marking storm drains and delivering information about storm water pollution prevention to residences.*

*In order for this program to comply with the 2010 renewal permit, the SWMP needed to be placed on the city website. This activity (and description) was therefore included into the BMP: Public Access to Storm Water Information, and a measureable goal was set regarding this requirement. This requirement also applies to the 2016 renewal permit.*

## **2.3 ILLICIT DISCHARGE DETECTION AND ELIMINATION**

The Illicit Discharge Detection and Elimination measure of the SWMP addresses non-storm water discharges to receiving waters, typically via storm water conveyance systems. The program implements BMPs to assist in the identification of illicit discharges and removal of these discharges from the system. This program will also focus on prevention of new illicit discharges to the storm water system by means of education, regulations, and through spill prevention and response.

This program will be integrated with the Public Education and Outreach Program to promote awareness of the importance of protecting the storm water system from illicit discharge and the resultant impact to receiving waters. The following BMPs describe implementation tasks and assessment tasks to be completed by Bountiful City for the Illicit Discharge Detection and Elimination (IDDE) Program.

### **2.3.1 Priorities**

High Priority field screening areas have been identified (in 2014) for more frequent screening based on land use. The areas that have been identified as High Priority are those in the following land use zones: **Heavy Commercial, General Commercial, and Downtown.** Drainage facilities

or outfalls serving these High Priority areas will be field-screened for illicit discharges once every year.

## **2.3.2 BMPs**

### ***2.3.2.1 Storm Drain System Map***

Bountiful City will update and maintain a current storm drain map in order to determine the source and extent of both the wet and dry weather flows, and the particular water bodies these flows would affect. The map will include locations of outfalls to the streams that flow into the Great Salt Lake. During the fieldwork of outfall screening, data is gathered regarding the size, material, and location of outfalls. This and other field-collected data will be compared with existing map data, and map updates will be made when discrepancies are found.

Bountiful City will also provide current storm drain maps, upon request, to representatives from Davis County for the purpose of maintaining a county-wide drainage map to aid county personnel in their efforts to provide/coordinate spill response and cleanup.

### ***2.3.2.2 Legal Authority – Storm Water Ordinance***

The legal authority to prohibit illicit discharges and apply enforcement actions is established through adoption of the Storm Water Management Ordinance. The primary section of code relating to this control measure is Chapter 15: Storm Water Management. The code describes a violation as being a misdemeanor, which is automatically escalating. Bountiful City will enforce the adopted ordinance to prohibit illicit discharges into the storm drain system.

Illicit discharges are flows into the storm drain system not composed entirely of storm water (unless exempt as listed below). Examples of illicit discharges include sanitary wastewater, improper disposal of waste oil, paint, household toxics and spills from roadway accidents. Some non-storm discharges have not been identified as significant contributors of pollutants; these are exempt: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, groundwater infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains, crawl space pumps, air condition condensation, springs, individual residential washing of vehicles, natural riparian habitat or wet-land flows, swimming pool discharges (if de-chlorinated to less than one PPM chlorine), residual street wash water, emergency fire fighting activities, discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety, and dye testing (with notification to the authorized enforcement agency prior to test).

The city also works alongside Davis County Health Dept. according to a Resolution issued by Davis County. The Health Dept. has a consistent and streamlined enforcement mechanism that can include recouping costs incurred by the city related to illicit discharge investigation and cleanup. In general, the Health Department will be help with to coordinate the investigation, removal, and enforcement for illicit discharges that are not associated with construction activity.

### ***2.3.2.3 Used Oil And Hazardous Waste Disposal***

In an attempt to minimize dumping of used oil and other hazardous materials into the storm drain system, Bountiful City supports and encourages efforts to provide acceptable disposal options for these substances. Bountiful City accepts used oil for recycling at the City Public Works shop Located at 950 South 200 West in Bountiful. Residents can take used oil to this location for proper disposal. The City also sponsors and pays for an annual household hazardous waste disposal program. This allows Bountiful residents to bring their household hazardous waste to a centralized location in Bountiful on a specified day for proper disposal. On a county basis, Wasatch Integrated Waste accepts household hazardous waste throughout the year. Residents will be made aware of an appropriate way to dispose of their household hazardous waste.

### ***2.3.2.4 Public Reporting***

Bountiful City will promote reporting of illegal dumping and illicit discharges through BMPs listed in the educational and public involvement sections of this SWMP. The purpose of public reporting is to enable the City or the Davis County Health Department to respond to citizen complaints regarding water quality. Reports may be called into phone number 525-5100. As necessary, Bountiful City and Davis County Public Works will assist the Health Department to investigate the source of the pollution. It is the practice of the Davis County Health Department to document all investigations and enforcement measures, including any fee penalties.

Bountiful City will also seek to **prevent** illicit discharges through measures listed in the public education and public involvement sections of this SWMP. These measures will inform the public of the hazards associated with illegal dumping and improper disposal of waste. The good housekeeping section also includes ways that city personnel can help to identify and prevent illicit discharges. For more information on BMPs that other control measures contain to prevent, identify, and fix illicit discharges, refer to the corresponding sections.

### ***2.3.2.5 Video-Inspect Storm Drains***

Storm Drain Lines will be video-inspected. The City will contract with a company to video-camera certain portions of the storm drain system, and report findings to the City. The inspections will be a means to find damage to the drain system and to possibly detect illicit discharges.

### ***2.3.2.6 Detecting and Eliminating Illicit Discharges***

Outfall screening is a way to find illicit discharges entering the streams. This is best done when no other runoff is expected. In Bountiful, this will *best* be done in the fall after October 20, when the irrigation system water is shut off and drained while the snowmelt is minimal. The screening will be done when there has been no precipitation in the area within the last 24 hours (preferably 48 hours).

Bountiful City will perform dry-weather screening of the outfalls that flow into the open streams/channels within the City. Initially, the City screened one of the five channels each year, therefore all of the existing outfalls were screened within 5 years (about 20% of these outfalls each year 2006-2010). Screening began in the northern-most stream (where the oldest area of the city drains into open channels) progressing southward. It was thought that this area may be most prone to illicit connections due to its age. The initial fieldwork done in the fall of 2005 identified and mapped existing outfalls. Obvious illicit discharges were looked for and none were found. All of the outfalls were screened during the 2006-2010 inspection period.

During the dry weather screening, data is gathered as to how much flow exists and what physical indicators for illicit discharge are present. The field sheet that came as appendix D-3 to the Illicit Discharge Detection and Elimination guidance manual by the Center for Watershed Protection (2004), or a similar field sheet, will be used for inventory/sample collection. Each outfall will be characterized overall as to whether it contains an illicit discharge as “unlikely”, “potential”, “suspect”, or “obvious” according to the field sheet, which takes into consideration the number and severity of the physical indicators.

The city will use the following Standard Operating Procedures: Outfall/Discharge Inspection and Characterization, Tracing Source of Discharge, and Removing Illicit Discharges. These SOPs refer to separate SOPs for Discharge/Spill Inspection Report and Spill Incident Reporting. All of these procedures will be used for verifying outfalls, detecting illicit discharges, tracing the source of a discharge, ceasing illicit discharges, reporting discharges, and reporting dischargers suspected of needing a UPDES permit to the Division of Water Quality.

### 2.3.2.7 Spill Incident Response and Reporting

The following spill incident reporting chart will be used to respond to spills and report them to appropriate agencies:

- Spill is observed or Report of Spill comes in
  - ◇ Does the incident pose an immediate threat to life or health?
    - Yes – Call 911 (give description of material, amount, and extent)
      - describe incident in spill log
    - No – move to next step
  - ◇ Are you able to safely contain the spill with tools and/or material at hand?
    - Yes – Contain the spill and secure the area, then ensure clean up is done
      - report according to the reporting list below, and
      - describe incident in spill log
    - No – move to next step
  - ◇ Is it during regular working hours?
    - No – Call 911 (give description of material, amount, and extent)
      - describe incident in spill log
      - on next working day report according to reporting list below
    - Yes – report according to reporting list below
      - describe incident in spill log

*Bountiful City Environmental Compliance Team Member (Environmental Engineer)  
 should be contacted after any spills and should assist in making appropriate calls  
 801-298-6125*

<b>Pollutant Description</b>	<b>Report to:</b>
Pollutant releases to water (surface or ground water)	Davis Co., UDEQ, & NRC
Hydrocarbons (fuel, oil), release of 25 gallons or more	Report to Davis Co. and UDEQ
Radiological Materials, any spill or release	Report to Davis Co. and UDEQ
Extremely Hazardous chemicals, 2.2 lb. or more (e.g. Cyanides, Arsenic, Chlorine)	Report to Davis Co. and UDEQ
Other Hazardous chemicals, 220 lb. or more	Report to Davis Co. and UDEQ
Underground Storage Tank, any leaking or release	Report to UDEQ

*Other spills, particularly those contained and cleaned up, do not need to be reported*

#### **Phone Contact List:**

Emergency	911
Bountiful Environmental Engineer	801-298-6125
Davis County Environmental Health	801-525-5100
National Response Center (NRC)	800-424-8802 (24 hour)
Utah Dept. of Environmental Quality (UDEQ)	801-536-4123 (24 hour)
Utah Division of Solid and Hazardous Waste	801-538-6170
Utah Hazmat Response Officer	801-538-3745 (24 hour)

### 2.3.3 Measurable Goals

The table below represents measurable goals that are to be implemented and assessed during the permit term. The purpose of measurable goals is to gauge permit compliance and program effectiveness.

**2016-2021 MEASURABLE GOALS FOR IDDE PROGRAM**

<b>GOAL</b>	<b>SCHEDULE/FREQUENCY &amp; Interim Milestones</b>	<b>LEAD PERSON</b>
Revise ordinance for “emergency” fire-fighting activities as allowed non-storm discharge	9/1/2016	Environmental Engineer working with City Attorney
Maintain and update storm drain system map	2016 – 2021 Update map at least once per year	Environmental Engineer
Provide Waste Oil and Household Hazardous Waste Program for City Residents	2016 – 2021 Annually	Storm Water Dept. Manager
Perform dry weather screening of outfalls	20% by Dec. 2016 40% by Dec. 2017 : 100% by Dec. 2020	Environmental Engineer
Perform “high priority” dry weather screening of facilities or outfalls serving high priority areas	100% each year by Dec 31 <sup>st</sup> of each year	Environmental Engineer
Complete Video Inspection of 25,000’ of storm drain annually	2016-2021 Measured during each fiscal year	Storm Water Dept. Manager
Revise IDDE SOPs to include notifying DWQ of discharges suspect of needing a separate UPDES permit	2016	Environmental Engineer
Review high priority areas for IDDE based on recent screenings for possible re-prioritization	2016	Environmental Engineer

### 2.3.4 Decision Process

*For this control measure, the city is responsible to implement and enforce a program to detect and eliminate illicit discharges. Specific aspects of the program are to be met with BMPs.*

*Storm drain information has been kept over time, with information from development plans, aerial photos, and discoveries made in the field which has been used to produce and update a storm drain map. Locations which were developed prior to annexation into the City have the least amount of reliable storm drain map information. Outfalls were found by walking along the stream and identifying the outfall and a location – information that has been placed on an outfall map*

*The maps are updated regularly to show changes to the storm drain system and to correct inaccurate information (when found).*

*An ordinance is used to prohibit illicit discharges, chosen because it is the most feasible way for the city to prohibit illicit discharges. Ordinance ideas from other nearby cities and the EPA were used to develop the ordinance. Major revisions to the city's storm water ordinance were drafted and adopted in 2005, using an EPA model ordinance as a basis, chosen because it is from the leading regulating authority. Each revision of the ordinance is reviewed by the City Attorney before a recommendation is made to the City Council.*

*In order to detect and address illicit discharges, a dry weather screening plan is followed (with prioritized areas) that characterizes any flowing drains or outfalls. The streams collecting runoff from the oldest part of the city (possibly most likely for cross connections) was checked first. Other practices used to detect illicit discharges are: video-inspecting storm drain lines; publicizing a hotline number and training employees to keep watch for illicit dumping (addressed more specifically in Pollution Prevention Good Housekeeping control measure).*

*The Procedures for tracing the source of a potentially illicit discharge AND removing the source of an illicit discharge have been written and included in the SOPs. An overview of these procedures is included in the section above that describes the outfall screening program.*

*Procedures to inform public employees, businesses, and the general public of hazards associated with illegal discharges and proper disposal of waste, including how this will coordinate with the public education and pollution prevention/good housekeeping minimum measures is done entirely by practices for the Public Education and Outreach control measure and the practice of municipal employee training in Pollution Prevention/Good Housekeeping control measure.*

*The IDDE program evaluation/assessment will be done by:*

- *Maintaining a mapping database: checking to make sure map is being updated*
- *Looking at the spill and dumping reports (for those that may impact storm water). We look at the number of reports, and the materials spilled/dumped.*
- *Reviewing the inspections conducted (inspections for documenting illicit discharges per the BMP for Reporting and Ceasing Illicit Discharges)*
- *Status of program implementation and measurable goals*

*Incidentally, this is similar to the method for evaluating success for the public education control measure.*

*Rationale regarding Priority Areas for this control measure: Review of possible priority areas was made by city staff Nov. 10<sup>th</sup> 2010. The list in the permit of areas likely to have illicit discharges was reviewed. Dry weather screening began on the North end of the City, and progressed South from there. This was done because the oldest infrastructure in the city (plat A) drains to the two northern-most streams. In Plat A, the storm drain system and improvements came after the sewer was constructed (and homes were required to connect). Bountiful has no areas with on-site sewer and no areas with a history of sewer overflows or cross connections. Bountiful has no impaired receiving waters nor any heavy industrial areas. The initial conclusion*



*was that there is no reason to identify one area above another as priority. However, a 2014 audit by DWQ staff showed a need for priorities in this part of the program, so a re-evaluation was done identifying areas zoned for commercial and downtown uses as priority for the IDDE program.*

*Training for this control measure is included with the training program as established in the Public Education control measure.*

*Publicizing the hotline number (a permit requirement) is included in the Public Outreach control measure BMP to post the SWMP and other storm water related information on the city website.*

## **2.4 CONSTRUCTION SITE STORM WATER RUNOFF CONTROL PROGRAM**

The Construction Site Storm Water Runoff Control Program section of the SWMP addresses water quality concerns for construction sites. All of the BMPs and related requirements in this section will apply to sites greater than or equal to one acre, and smaller sites that are part of a common plan of development that will be disturbing one acre or more. Polluted storm water runoff from construction sites can cause physical, chemical and biological harm to receiving waters. The BMPs described in this section of the SWMP include the development of a construction site program designed to reduce pollutants in storm water runoff from construction activities.

Some of the materials referred to in this section will be made part of the packet/handbook of information (and applicable goals) described in the SWMP section for public education.

### **2.4.1 Priorities**

The City has identified the following as priority construction sites:

- Construction sites with 1 acre or more of disturbance, where a receiving water runs through the site.

### **2.4.2 BMPs**

#### ***2.4.2.1 Ordinance For Construction Sites***

Bountiful City will use an ordinance to adopt enforceable requirements for construction operators to use BMPs to reduce pollutants discharged during times of soil disturbances or excavation activities. The ordinance will apply to sites within a common plan of development that disturbs one acre or more. The technical requirements of the ordinance will be equivalent to those requirements of the most current UPDES Construction General Permit. Penalties will be used to enforce the ordinance and ensure compliance. The ordinance will include a provision for access to private property for inspection.

#### ***2.4.2.2 Construction Site Permit Application Process***

A construction site permit will be required for construction activities in accordance with the storm water ordinance. For the purposes of this permit, construction activities are defined as activities that disturb the land surface. This may include the grading, digging, cutting, scraping, or excavating of soil, placement of fill materials, paving, construction, substantial removal of vegetation, but does not apply to agricultural use of land.

Before a permit will be issued, the city will:

- perform a review of the site to determine whether construction and long-term storm water management requirements apply. If so:
  - review plans for long-term storm water management requirements
  - determine if site will be designated a priority construction site
  - perform a SWPPP review according to checklist
- require the applicant to show that a UPDES construction permit has been obtained for the site
- require the applicant to post a storm water bond
- upon issue of a permit, the SWPPP, plan review, enforcement records, and a copy of the SWPPP will be kept for a minimum of 5 years or until construction is complete, whichever is longer

#### ***2.4.2.4 Site Inspections and Enforcement***

Bountiful will inspect the construction sites according to SOP for inspecting construction sites to make sure that the sites are appropriately managing the storm water, and preventing storm water pollutants from leaving the site. If any structural post-construction controls need to be installed during construction at least one inspection will be done to make sure the control is installed correctly.

An SOP for Enforcing Construction Site Requirements will be followed to ensure compliance. The storm water bond release procedures will ensure site owners/operators notify the city upon completion of the project because the bond will be held until a final storm water inspection is passed and a N.O.T. has been filed. Final stabilization and removal of temporary BMPs will be required as conditions for passing the final inspection. Retaining records will be included with the procedures for inspection and enforcement.

#### **2.4.3 Measurable Goals**

The table below represents measurable goals that are to be implemented and assessed during the permit term. The purpose of measurable goals is to gauge permit compliance and program effectiveness.

**2016-2021 MEASURABLE GOALS FOR CONSTRUCTION SITE CONTROLS**

<b>GOALS</b>	<b>SCHEDULE/ FREQUENCY &amp; Interim Milestones</b>	<b>LEAD</b>
Revise Storm Water Ordinance to include technical requirements of most current UPDES Const. General Permit	9/1/2016	Environmental Engineer working with City Attorney
Review Site Plans (SWPPP) for all technical requirements of most current UPDES Const. General Permit	Continuously 2016 – 2021	Environmental Engineer
Publicize hotline number for reporting issues on construction sites	7/1/2016	Environmental Engineer
Conduct site inspections according to site inspection procedure	monthly	Environmental Engineer
Re-consider criteria of prioritizing construction sites based on new list of criteria in permit (4.2.4.3.3)	8/1/2016	Environmental Engineer
Enforce construction site requirements according to enforcement procedure	2016 – 2021	Environmental Engineer

**2.4.4 Decision Process**

*For this control measure, the city’s primary responsibility is to implement and enforce a program to reduce pollutants from construction sites. Specific aspects of the program are to be met with BMPs.*

*An ordinance is used for requiring storm water pollution prevention controls at construction sites, chosen because it is the most feasible way for the city to implement the requirements and is enforceable. The ordinance encompasses illicit discharge, construction, and post construction requirements.*

*The specific requirements for construction sites are detailed in the ordinance and a checklist for storm water permit applications. These requirements will include minimum requirements of the most current UPDES Construction General Permit and additional local requirements as applicable.*

*Regarding site plan review, if a project meets the criteria requiring a storm water review (one acre or more or part of CPD) the project will not receive a building permit or storm water permit until the site plan and SWPPP have been reviewed and meet minimum requirements for construction site storm water pollution prevention.*

*Ensuring compliance will be done by first requiring a construction site permit, then by performing inspections. During construction, inspectors will observe whether any obvious storm water pollution prevention problems exist threatening receiving waters. Sanctions will be used as follows:*

- *Warnings will be given for non-severe problems*
- *Stop Work Orders will be issued for sites with severe threats to storm water and for sites with other problems where a warning has been issued*
- *Fines will be issued at sites where previous orders to correct deficiencies have not been followed.*
- *Criminal Citations may be issued for sites with recurring threats to storm water*
- *Requests for Utah DWQ to do inspections for sites with recurring threats to storm water*
- *A hold on getting building inspections (if a severe problem exists at the site)*

*All building construction sites (including those disturbing less than one acre) will be observed by the building inspectors and the public works inspector when they go perform scheduled building and/or concrete inspections for apparent threats to storm water.*

*Receipt and consideration of information submitted by the public:*

*Information regarding storm water pollution prevention for construction sites will be posted on the website along with contact information (See BMP: Public Access to Storm Water Information in the Public Involvement and Participation control measure). Staff who may receive reports of problems will be trained on receiving the reports and forwarding the information to the appropriate person who can follow-up.*

*This measure will be evaluated by reviewing the status of the goals which have been prepared for this measure.*

*BMPs were selected to meet regulatory requirements. Goals were then identified to ensure implementation of the BMPs.*

*A November 15, 2010 City Staff review of permit requirements for designation of priority construction sites determined that priority construction site status would be applied to construction sites at least one acre in size that have a receiving water traverse through the site. Construction activities on these properties represent the most immediate threat to water quality during construction.*

## **2.5 POST-CONSTRUCTION STORM WATER MANAGEMENT PROGRAM**

The Post-Construction Storm Water Management Program addresses the importance of storm water runoff management in new development and redevelopment projects (land disturbance greater than or equal to one acre). Some of the permit requirements for this program are integrated with the Public Education program and the Construction Site Storm Water Runoff Control Program.

Structural and non-structural BMPs used in post construction storm water management are intended to primarily address two areas of storm water quality:

1. An increase in the quantity and type of pollutants entering the storm drain system. This occurs as storm water flows over the developed area, picking up pollutants.

2. An increase in the quantity of runoff produced by more impervious surfaces.

### **2.5.1 Priorities**

Priority for this control measure should be given to developments that are adversely impacting water quality. Although sites have been checked for water quality impacts, none have been identified. Also, no receiving waters are impaired, and no sites are known to be adversely affecting water quality; no priority areas have been identified (see decision process information below). Through ongoing inspections, if any sites or areas are identified as impacting water quality, they will be prioritized and planned for retrofit with BMPs designed to infiltrate, evapotranspire, or harvest and use storm water.

### **2.5.2 BMPs**

#### ***2.5.2.1 Ordinance***

Bountiful City will revise the storm water management ordinance to require post-construction controls to manage storm water on site to prevent the discharge from the first 0.6” of precipitation using LID practices to the maximum extent technically feasible. This will apply to both public and private developments.

The city will require a storm water permit to be obtained by all new development and redevelopment projects that disturb one acre or more. Also, the need for and requirement of implementing post-construction controls will be reviewed during the plan review process. The permit process is explained in Section 2.4, Construction Site Storm Water Runoff Control Program.

#### ***2.5.2.2 Standards for Post-Construction Controls***

Standards will be used for checking the design of post-construction controls and for calculating runoff from the site. These standards will be included in the packet/handbook described in the pollution prevention control measure.

#### ***2.5.2.3 Post-Construction Maintenance***

Procedures will be used to ensure long-term operation and maintenance of storm water controls at post-construction sites for both privately owned and publicly owned storm drain facilities. Prior to final approval, development agreements will be prepared which define operational and maintenance responsibilities for storm drain facilities along with specific ways to ensure maintenance is performed.

#### ***2.5.2.4 Inspections and Inventory***

Bountiful City personnel will provide inspection during the construction process to verify post-construction BMP's are built as designed. This will also be ensured by the storm water bond which will not be released unless post-construction controls are constructed according to approved plans. Permanent facilities (both public and private) will be included in an inventory

which defines maintenance requirements. Follow-up inspections will be performed, and the information regarding the inspection/compliance status will be logged into the inventory.

Enforcement procedures will also be followed to ensure long-term maintenance is being done for the permanent controls.

### 2.5.3 Measurable Goals

The table below represents measurable goals that are to be implemented and assessed during the permit term. The purpose of measurable goals is to gauge permit compliance and program effectiveness.

#### 2016-2021 MEASURABLE GOALS FOR POST-CONSTRUCTION PROGRAM

GOALS	SCHEDULE	LEAD PERSON
Develop standards for long-term storm water management	12/1/2016	Public Works Director
Determine LID practices that will be allowed by city including non-structural LID practices	7/1/2016	Public Works Director
Determine feasibility requirements of LID practices	8/1/2016	Public Works Director
Revise Preferred Design Specifications	10/1/2016	Environmental Engineer
Compile revised packet/handbook including requirements for controlling peak flow and floodplain development	12/1/2016	Environmental Engineer
Revise storm water management ordinance for long-term stormwater management requirements	12/1/2016	Environmental Engineer working with City Attorney
Revise inventory of permanent post-construction controls for private sites to include maintenance requirements and inspection information (date, follow-up procedures, prioritization of follow-up activities, and compliance status)	10/1/2016	Environmental Engineer
Perform annual inspection of post-construction controls	Annually by June 30 <sup>th</sup>	Environmental Engineer

## 2.5.4 Decision Process

*For this control measure, the city's fundamental responsibility is to implement a program that will protect water quality long-term with controls from new development and re-development projects.*

*The program requires post-construction and long term measures for storm water quality that will be established with an ordinance. These requirements will be included with the ordinance for illicit discharges and construction sites.*

*In order to minimize water quality impacts and attempt to maintain pre-development runoff conditions, New developments disturbing one acre or more will be subject to the following requirements:*

- 1- Manage rainfall on site to prevent discharge of runoff from rainfall events producing less than or equal to 0.6" of precipitation using practices designed to infiltrate, evapotranspire, and/or harvest rainwater to the maximum extent technically feasible, as the 2016 MS4 permit requires*
- 2- A way to reduce peak flows to pre-development conditions (assumed to be 0.2 cfs/ac) based on a critical 10 year runoff event (25 year in RF zone). This was selected because:
  - a. It is widely applicable with few restrictions*
  - b. Provides moderate pollutant removal from a variety of pollutants but is generally more effective at removing tss and metals*
  - c. Relatively low cost and long lasting**

*(per EPA Natl Menu of BMPs Post-Construction Storm Water Management pg 5-12)*

*Also, contractors, developers, and designers are already familiar with the concept*

- 3- Other controls as determined by city engineer, which was also included in ordinance because it may be important in special cases to control pollutants or concern, significant pollutants, or pollutants from high-priority or other developments. Best done on a case-by case basis.*

*City engineering and planning staff have considered a list of non-structural controls that the city will allow (or require as applicable) under certain conditions:*

- Narrow Roads. The PUD ordinance allows reducing the standard pavement width and eliminating sidewalk*
- Cluster Development: The PUD ordinance allows cluster development*
- Preserving Open Space: In addition to the PUD ordinance for cluster development (which also preserves open space areas), the RF zone has very high landscape/open space requirements and prevents development on slopes over 30%.*
- Eliminating directly connected impervious areas*
- Minimizing Disturbed Areas*
- Minimizing Soil Compaction*
- Having Natural Buffers and/or Riparian Buffers*
- BMP Maintenance for Long Term Storm Water Management: will be required*

*Note: Minimum landscape requirements are not planned to be increased because the city already has very high minimums (40% in Multi-Family residential).*

*City engineering and planning staff have considered a list of structural controls and decided on those that the city will allow where feasible:*

- *Storage Practices*
  - *Above Ground Retention*
  - *Below Ground Retention*
  - *Above Ground Detention*
  - *Below Ground Detention*
  - *Rain Gardens*
  - *Permeable Pavements*
  - *Injection Wells*
  
- *Infiltration Practices*
  - *Infiltration Trenches*
  - *Amended Soil*
  - *Bio-infiltration*
  - *Planter Boxes with Infiltration*
  
- *Harvest Practices*
  - *Rain Barrels*
  - *Cisterns*
  - *Underground Detention*

*Note: Constructed Wetlands will not likely be allowed due to concerns of nuisances that come with them as well as concern of the property becoming further regulated as jurisdictional wetlands.*

- *Filtration and Separation Practices*
  - *Extended Detention*
  - *Filter Strips*
  - *Sediment/Floatable Separators*
  - *Media Filters*
  - *Hydrodynamic Separators*

*The city's Preferred Long Term Controls from Different Developments Types chart provide guidance on selecting long-term controls. A document from Oregon Dept. of Transportation regarding storm water treatment program BMP selection was used as a reference in creating the chart. Based on research, it provides useful reference information about effectiveness of treatment mechanisms for different pollutants, suitability considerations, maintenance factors, and other considerations.*

*An ordinance will be used to require post-construction runoff controls, chosen because it is the most feasible way for the city to implement post-construction requirement. The same ordinance will encompass illicit discharge, construction, and post construction requirements. Additional standards and guidance on city standards will be included in a packet/handbook for educating contractors and developers on the practices and city standards.*



*Long term operation and maintenance will be ensured through conditions that will be set forth in development agreements.*

*This measure will be evaluated by reviewing the status of the goals which have been prepared for this measure. Meeting the defined goals will determine the success of the program.*

*BMPs were selected to meet regulatory requirements. Goals were then identified to ensure implementation of the BMPs.*

*The training requirements of the permit will be fulfilled according to the training program for MS4 employees described in the public education control measure.*

*During March 2015, the basin inspections began to incorporate checking for water quality impacts as evidenced by erosion problems, chronic maintenance problems, excessive trash, and evidence of illicit discharge. All of the inspections showed that the basins were free from such problems. The permit requires a retrofit plan for sites that are adversely affecting water quality. However, no sites within the city are known to contribute pollutants of concern or adversely affect receiving water. No receiving waters are impaired. Therefore, no sites have become prioritized. Through ongoing inspections, if any sites or areas are identified as impacting water quality, they will be prioritized and planned for retrofit with BMPs.*

*The 2016 permit requires storm water management based on the 90<sup>th</sup> percentile storm. Bountiful has decided to use 0.6" as the 90<sup>th</sup> percentile rainfall amount for the entire city. This is the value published for Salt Lake City in the Center for Watershed Protection manual Managing Stormwater in Your Community (EPA Publication No: 833-R-08-001). The same value has been calculated by DWQ staff using data from the Salt Lake International Airport. Some weather stations exist within Bountiful City, and the records from the one within Bountiful (Val Verda) that seems most reliable were downloaded in March 2016 and examined from NOAA records at <http://www.ncdc.noaa.gov>. The records for Salt Lake International Airport were also downloaded at the same time and examined. Val Verda records did not have data available for the most recent 1.5 years and is missing data for about 200 other days.*

## **2.6 POLLUTION PREVENTION/GOOD HOUSEKEEPING PROGRAM**

The Pollution Prevention/Good Housekeeping Measure of the Storm Water Management Program addresses routine activities in the operation and maintenance for drainage systems, roadways, parks and open spaces, and other municipal facilities to help ensure minimizing pollutants entering the storm drain systems. Some of the permit requirements for this program are integrated with the Public Education and Outreach, Construction, and Post Construction programs.

### **2.6.1 Priorities**

Bountiful staff reviewed an inventory of city-owned facilities, and assessed them for their potential to discharge specific pollutants. It was determined that the streets/parks/water

department headquarters with the maintenance/fueling areas and storage yard is a high priority municipal facility.

## **2.6.2 BMPs**

### ***2.6.2.1 Pollution Prevention for Buildings***

City-owned buildings will have floor drains and storm water drains checked to verify that the drains flow to appropriate locations (only storm water in the storm water drains). A log will describe the drain lines and discharge points. Standard Operating Procedures for these buildings will address pollution prevention for maintenance activities.

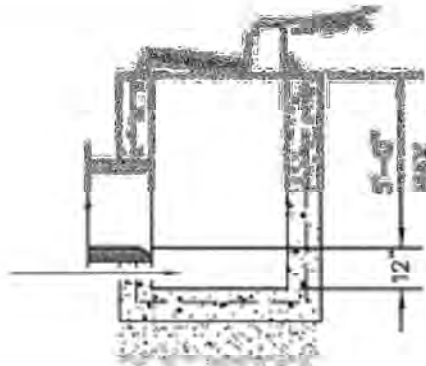
### ***2.6.2.2 Pollution Prevention for Roads and Parking Lots***

Streets and parking lots, owned by Bountiful City, will receive regular sweeping.

The city will also selectively install holding pits in new and rebuilt inlet boxes according to the following BMP:

## BMP: Down-System Holding Pits

40 GALLON  
CAPACITY (MIN)  
HOLDING PIT



### DESCRIPTION:

Storm Drain boxes constructed with holding pits in order to capture pollutants that enter the storm drain system before they are allowed to discharge into receiving waters. Boxes with holding pits are placed in strategic locations.

### APPLICATION:

- Locations near downstream end of system;
- Locations where less than 40 gallons of holding pit capacity exists down-system before discharge to receiving water.

### INSTALLATION / APPLICATION CRITERIA:

- Boxes are built according to local standard (APWA Plan 315) with dimensions sufficient to ensure required holding pit capacity.

### LIMITATIONS:

- Holding pits often fill with water from rain and sprinkler overspray which becomes stagnant and promotes the breeding of mosquitoes and the spread of West Nile Virus;
- Conflicts with other utilities may require a box to be constructed with less than the specified capacity;
- Boxes with holding pits require more maintenance than those without them.

### MAINTENANCE:

- Inspect after upstream and nearby spills;
- Follow inspection and clearing schedule: inspect each one at least twice per year. Clean when found by inspection that cleaning is needed; clean each one at least once per year;
- Remove pollutants that have collected in the holding pits using appropriate methods that may include shovels, vacuum, and absorbent materials;
- Dispose of materials removed from holding pits appropriately;
- See SOP – Debris Disposal.

### OBJECTIVES

- Housekeeping Practices
- Contain Waste
- Minimize Disturbed Areas
- Stabilize Disturbed Areas
- Protect Slopes/Channels
- Control Site Perimeter
- Control Internal Erosion

### TARGETED POLLUTANTS

#### H M L

- |                                     |                                     |                                     |                     |
|-------------------------------------|-------------------------------------|-------------------------------------|---------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Sediment            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Nutrients           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Heavy Metals        |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Toxic Materials     |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Oil & Grease        |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Floatable Materials |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Bacteria & Viruses  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Other Waste         |

### IMPLEMENTATION REQUIREMENTS

#### H M L

- |                                     |                                     |                                     |                |
|-------------------------------------|-------------------------------------|-------------------------------------|----------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | Capital Costs  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/>            | O&M Costs      |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Maintenance    |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Training       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Staffing       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Administrative |

H = High M = Medium L = Low

Bountiful City  
BMP  
(draft 12/22/2014)

### ***2.6.2.3 Standard Operating Procedures for Municipal Activities***

Standard Operating Procedures for various maintenance activities will be used. Each procedure will focus on storm water pollution prevention specific to an activity. Procedures will be followed for activities associated with:

- a. Parks
- b. Streets/Storm Drain
- c. Water
- d. Buildings
- e. Storage Yard
- f. Vehicle and Equipment Management

These are included in Appendix C.

The streets/water maintenance and storage yard is a facility that has a separate Storm Water Pollution Prevention Plan. The detailed plan describes possible pollutants and pollutant-generating activities at the site along with pollution control measures.

### ***2.6.2.4 Storm Drain System Maintenance***

Maintenance will include the following:

1. Clean inlet sediment traps on a regular basis as needed.
2. Video and clean select storm drain lines in the city.

### ***2.6.2.5 Contracts for Maintenance***

Bountiful city contracts with companies to help with the maintenance of public infrastructure. While performing work for the city, the contractors will be expected to practice storm water pollution prevention according to the same standards that the city is held to. This will be ensured through contractual documentation.

### ***2.6.2.6 Flood Control Projects***

Bountiful will assess flood control projects with respect to water quality concerns. Although most flood control projects are administered by Davis County, those that are administered by Bountiful City will be evaluated for opportunities to incorporate BMPs to minimize negative impacts to water quality.

## **2.6.3 Measurable Goals**

The table below represents measurable goals that are to be implemented and assessed during the permit term. The purpose of measurable goals is to gauge permit compliance and program effectiveness.

**2016-2021 MEASURABLE GOALS FOR  
POLLUTION PREVENTION/GOOD HOUSEKEEPING PROGRAM**

<b>GOALS</b>	<b>SCHEDULE/ FREQUENCY</b>	<b>LEAD PERSON</b>
Check floor drains at city-owned buildings to verify drainage to appropriate location and document	2016	Environmental Engineer
Write and implement additional procedures for the following:		Environmental Engineer
for buildings: exterior cleaning; use, storage, and disposal of chemicals; address dumpsters	2016	Environmental Engineer
Outdoor festivals and parades	2016	Environmental Engineer
Assess storm water management at parks:		
Assess use of alternate landscape materials such as drought-tolerant plants	2016	Parks Director
Address management of waste containers at parks/open space to consider two aspects: 1) whether number of containers is sufficient and 2) scheduled cleaning of waste containers and procedures for doing so	2016	Parks Director
Update public works yard site map to include all items in part 6.2.6.4 of permit	2016	Environmental Engineer
Provide street and municipal parking lot cleaning – 130 miles/year	F. Y. 2016 – 2021	Storm Drain System Operator
Clean at least 10,000 ft of storm drain per year	2016-2021 Annually	Storm Water Dept. Manager
Prioritize storm drain system maintenance based on criteria in 4.2.6.6.6 of permit	12/31/2016	
Revise pollution prevention obligation for contractors hired by city for maintaining infrastructure	2016	Public Works Director
Include water quality considerations for any new city flood control projects	2016-2021	Environmental Engineer

**2.6.4 Decision Process**

*For this control measure, the city is responsible to implement an operation and maintenance program from municipal activities such as park and open space maintenance, fleet and building maintenance, land disturbances, and storm water systems maintenance. This program must be designed to reduce the discharge of pollution and it must include a training component.*

*A document of city Standard Operating Procedures was developed in 2010 using as a template developed by the Davis County Storm Water Coalition. The SOPs were adapted for Bountiful City's use with input from those who would be using the SOPs to perform their job duties. This document has evolved to include additional SOPs written specifically for Bountiful's purposes. The document has procedures in categories for general maintenance activities, waste disposal, IDDE, inspection/enforcement, and department-specific procedures. Spill incident response, reporting, and inspection procedures are included.*

*The success of this measure will be evaluated annually by looking at whether the goals have been met, which will show the progress of implementing the program.*

*How the measurable goals were selected for the BMPs:*

*The measurable goals were selected by first looking at the BMPs that were selected to meet the minimum regulation requirements. Then, the goals were set in a manner to help ensure implementation of the BMPs.*

*On Nov.15, 2010, city staff made an assessment of the inventory of city facilities. The potential to discharge specific pollutants (as listed in the permit) were considered for each facility. Parks were each listed, but evaluated as a whole, because their potential to discharge pollutants are similar. The same method was applied to detention basin evaluations because of their similarity (Large basins on the creeks are under Davis County jurisdiction). The assessment identified the Bountiful City maintenance and storage yard as the only **"high priority" facility**. Vehicle and Equipment maintenance, fueling, and storage are done at the facility along with salt storage/loading, Bountiful's Water and Parks Departments operations/storage are also centered at the facility. This facility was covered by a multi-sector industrial storm water permit from Nov. 2010 until Dec. 2013. At a request from DWQ, discharges from the site then became covered by the MS4 storm water permit. A SWPPP for that facility was developed to meet the industrial permit requirements and has been updated to continue to use it as the plan for that facility. The SWPPP includes a schedule for sweeping and maintenance of separators. The SWPPP also includes an inspection schedule for performing weekly and quarterly inspections.*

*On Nov. 15, 2010, city staff decided to implement a process to assess water quality for new **flood control projects**. It was decided that flood control projects administered by the city will be reviewed by a staff member, qualified in storm water quality, to assess the project. The project will be evaluated for opportunities to incorporate BMPs which minimize impacts to water quality, while meeting other project objectives. Note: Davis County has jurisdiction over the major streams and channels in Bountiful, and corresponding flood control structures.*

*City operations were assessed, regardless of whether such operations are specifically mentioned in the permit. This led to the development and adoption of BMPs and SOPs. Some of the BMPs that were implemented are now simply listed as SOPs (e.g. snow removal, storm drain maintenance, and storm drain waste disposal, PHF use).*

*Employee training for MS4 employees about pollution prevention/good housekeeping is included with the training program as outlined in Section 2.1, Public Education and Outreach Program.*

*MS4 construction projects are addressed in Section 2.4, Construction Site Storm Water Runoff Program.*

*The BMP for placing holding pits in all boxes has been modified (Jan 2015) in order to reduce the threat of West Nile Virus. This will be done by selectively placing boxes with holding pits. The city intends to apply this standard to newly installed and re-built boxes. This will normally be done for new road projects, new subdivisions, and replacing boxes that are in a state of disrepair.*

*The threat of West Nile Virus from mosquitoes did not exist when the City's SWMP was originally developed in 2002 which included the practice of installing holding pits in new and rebuilt drainage boxes. These boxes often fill with runoff and sprinkler overspray water. Such water stagnates and attracts mosquitoes, becoming a place for mosquito breeding. The holding pits therefore enhance the potential for West Nile Virus infections and outbreak.*

*The modification will provide the benefit of the holding pits and reducing the spread of West Nile Virus. This will be done by using a stronger standard for holding pits, yet being selective in their placement. The BMP is to have a minimum storage volume of 40 gallons for each holding pit. There is also an inspection and cleaning schedule to make sure the trapped pollutants get cleaned sufficiently and are properly disposed. They will be placed only in locations where the holding pits will provide benefit for protecting water quality.*

*The inspection and cleaning schedule will be followed to ensure the effectiveness of the practice. These boxes with a holding pit will be inspected at least twice per year. Cleaning and maintenance will be done when needed as found according to the inspections. Regardless, the boxes will be cleaned at least once per year.*

*The minimum holding capacity was determined by examining records for spills that have occurred in the city. The volume of spilled material from the vast majority of spills that have occurred in the last several years have been much less than 40 gallons of material. Each holding pit will hold this amount in volume. This will provide a high level of protection to the receiving waters.*

### **SECTION 3 - ANNUAL REPORTS**

Bountiful City will submit an annual report which includes applicable data obtained during the reporting period (July-June of each year. This Report will document BMP activities conducted throughout the year, per the form that is provided by the State Storm Water Program. The Annual Report will be submitted each year by October 1<sup>st</sup>.

## **SECTION 4 - LOG OF SWMP UPDATES**

Updates that are made to this Storm Water Management Program will be logged and described in this section as they occur. Revisions to correct typographical errors and to revise wording for clarity will not be listed separately.

<b>DATE</b>	<b>SECTION</b>	<b>DESCRIPTION</b>
Sept. 2005 through Sept 2010		See log in SWMP dated Sept. 2010
Oct-Nov 2010		Major Revision to update SWMP for new permit requirements and submittal by Dec. 1, 2010
Sept 2011	1.3.1, 1.3.2	Added references for lists of impaired & high quality waters, and threatened & endgd. species
Sept 2011	1.5.1	Update the role of Davis Coalition per the 2011 Interlocal Agreement
Sept 2011	2.1.3	Revised milestone dates: completing packet items from 9/1/11 & 8/15/11 to 12/1/11; develop hydrologic methods for BMPs from 3/1/11 to 1/1/12; remove item listed twice (train on LID)
Sept 2011	Misc.	Re-worded for clarity: 1.5.1, 2.2.3, 2.3.2.2, 2.3.2.6a, 2.4.2.4, 2.6, 4
Sept 2011	2.3.2.7	Updated spill incident and reporting chart
Sept 2011	Appendix E	Added inventories for MS4 building drains
Sept 2012	1.3.1	Include a note on using County stream data
Sept 2012	1.4	Add info about city's authority to establish laws and the intent of the storm water ordinance
Sept 2012	2.3.2.2	Update to correlate with permit and city code
Sept 2012	2.3.2.4	Update Phone number
Sept 2012	2.3.2.6	Changed to refer to the SOPs which are now being used
Sept 2012	2.3.5	Add statement regarding heavy industrial areas
Sept 2012	2.4.2.4	Revised to refer to SOPs which are now being used
Sept 2012	2.5.2.3	Add statement regarding ensuring maintenance is performed
Sept 2012	2.5.3	Revised milestone goal date for writing post-construction procedure for inspecting & form
Sept 2012	2.2.5	Clarify info about retrofit plan and long-term controls required by city
Sept 2013	1.3.2	Revised wording for clarity about species listed as candidates
Sept 2013	2.3.2.4	Reworded for clarity
Sept 2013	Appendix C	Added SOPs for Post-Const Inspection and Enforcement
Sept 2013	Appendix E	Updated Floor Drain Inventory for new Power Plant and map showing the Streets Drying Bed And the order of the inventories
Sept 2014	1.3.1	Re-word for consistency
Sept 2014	1.4	Updated ordinance citations that had changed
Sept 2014	1.5	Updated names and titles of responsible people
Sept 2014	2.6.2.3	Added paragraph about Maintenance Yard SWPPP
Sept 2014	2.3.2.2	Explanation added about coordinating with Davis Co. Health Dept. for IDDE
Nov 2014	2.3.2.6 & 2.3.3	Added explanation and measurable goals for High Priority IDDE areas
Jan 2015	2.1.1	Expanded to clarify how priority pollutant sources are targeted in Public Education Program
Jan 2015	2.6.2.2 & 2.6.5	Modified BMP for down-system holding pits in inlet boxes
April 2015	2.5.1 & 2.5.5	Added more info and details about post-construction prioritizations and retrofit
June 2016	1.3	Eliminated parts for historic properties and threatened/endangered species
June 2016	1.5	Added more specific information on staff responsibilities
June 2016	1.5.1	Updated information for coalition activities
June 2016	2.1	Changes to plan for packet/handbook & employee trainings to meet new permit requirements
June 2016	2.3.1 & 2.3.2.6	Moved paragraph from 2.3.2.6 to 2.3.1 and re-worded
June 2016	2.3.2.2	Changes to reflect ordinance and permit on allowed non-storm discharges
June 2016	2.4.2.1	Changed UTR300000 to "Most Current" for construction site requirements
June 2016	2.4.2.2	Changed to incorporate retention and LID requirements
June 2016	2.4.2.4	Added more explanation about project close-out procedures
June 2016	2.5.2.1 & 2	Explained plan to change ordinance and standards for retention/LID requirements
June 2016	2.6.2.1	Revise BMPs for buildings will to apply to additional buildings besides high-priority
June 2016	Meas. Goals	Set new measurable goals based on new MS4 permit issued 2016 (effective 2016-2021)
June 2016	Decision Processes	Updated decision process information for all control measures; included decision process information for new and changed requirements with permit that was issued March 2016.



**SECTION 5 - CERTIFICATION**

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

\_\_\_\_\_  
Name of Certifying Official, Title

## **APPENDICES**

### APPENDIX A

GENERAL PERMIT FOR DISCHARGES FROM SMALL MUNICIPAL  
SEPARATE STORM SEWER SYSTEMS

### APPENDIX B

BOUNTIFUL CITY ORDINANCE TITLE 6, CHAPTER 15 – STORM WATER  
MANAGEMENT

### APPENDIX C

BOUNTIFUL CITY STANDARD OPERATING PROCEDURES

### APPENDIX D

DAVIS COUNTY STORM WATER COALITION INFORMATION

- INTERLOCAL AGREEMENT
- DOCUMENTATION PLAN
- DAVIS COUNTY BOARD OF HEALTH ILLICIT DISCHARGE  
RESOLUTION

### APPENDIX E

INVENTORIES

- MS4 FACILITIES
- PERMANENT POST-CONSTRUCTION CONTROLS
- MS4 BUILDING DRAIN INVENTORIES

# City Council Staff Report



**Subject:** Storm Water Inter-local Agreement

**Author:** Todd Christensen

**Department:** Engineering

**Date:** July 26, 2016

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## **Background**

Davis County and all of the cities in the county have a storm water permit with the State of Utah, and all have the same permit requirements. Since 2003, we have been working together to meet many of the permit requirements through interlocal agreements. The most recent agreement was executed in 2011 and has recently expired.

## **Analysis**

The interlocal agreement is an important part of the city's Storm Water Management Program. It enables the city to take advantage of the opportunities of working with nearby jurisdictions that are under the same storm water regulations. We are able to pool resources, share the workload, collaborate, and more efficiently carry out some aspects of the storm water program.

The interlocal agreement being proposed is similar to the 2011 interlocal agreement but is updated to reflect current reference documents, permit requirements, and plans for intended coalition activities.

The proposed 2016 Interlocal Cooperation Agreement has been reviewed by the City Attorney and he has approved it as to form.

## **Significant Impacts**

No significant impacts are expected from taking the recommended action.

## **Department Review**

This has been reviewed by the Engineering Department and Legal Department.

## **Recommendation**

Staff recommends approving Resolution 2016-10 to adopt the proposed 2016 Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit.

## **Attachments**

Proposed 2016 Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit  
Resolution 2016-10

**2016 INTERLOCAL COOPERATION AGREEMENT  
BETWEEN DAVIS COUNTY CITIES AND  
DAVIS COUNTY  
FOR  
UPDES GENERAL PERMIT**

THIS AGREEMENT (Agreement) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, 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 by 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, February 28, 2021) 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]*





# BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR  
Randy C. Lewis  
CITY COUNCIL  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook  
John Marc Knight  
John S. Pitt

CITY MANAGER  
Gary R. Hill

## Bountiful City Resolution No. 2016-11

### A Resolution Approving the 2016 Interlocal Cooperation Agreement between Davis County Cities and Davis County for UPDES General Permit.

#### It is the finding of the Bountiful City Council that:

1. The City is authorized by Utah Code § 11-13-101 *et seq.* authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects; and
2. Bountiful 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
3. 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, it is hereby resolved by the City Council of Bountiful, Utah, as follows:

**Section 1. Agreement Approved.** The Bountiful City Council hereby accepts and approves the attached Interlocal Cooperation Agreement between Bountiful 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 Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement for and in behalf of the 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.

Adopted this 26th day of July, 2016.

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Mayor Randy C. Lewis

**ATTEST:**

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City Recorder Shawna Andrus

# Council Staff Report

**Subject:** Traffic Safety Committee Recommendations  
**Address:** City wide  
**Author:** City Engineer  
**Department:** Engineering  
**Date:** July 26, 2016



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## Background

Just prior to the July 26, 2016 meeting of the Bountiful City Council, the Bountiful Traffic Safety Committee met to discuss several items. Recommendations will be presented to the full Council based on decisions made at that meeting.

## Analysis

The TSC will be discussing three different items:

School Crossings at 800 east and Center Street  
Bike Lanes on Bountiful Blvd.  
On Street Parking around Bountiful High

The TSC memos are attached for your review.

## Department Review

This memo was prepared by Paul Rowland, City Engineer/Public Works Dir. and the items for consideration in the City Council meeting have been reviewed by the Traffic Safety Committee.

## Recommendation

The items will be presented to the full Council with the recommendation from the Traffic Safety Committee.

## Significant Impacts

The impacts of the items presented are listed on the individual memos.

## Attachments

Full packet for the July 26, 2016 Traffic Safety Committee.



# Traffic Safety Committee Staff Report



**Subject:** School Crossings at the intersection of  
800 East and Center Street  
**Author:** City Engineer, Paul Rowland  
**Date:** July 26, 2016

## Background

We have had a request by representatives at Holbrook Elementary to install School Crossings at the intersection of 800 East and Center Street. The 2010 reconfiguration of this intersection to a "4 Way Stop" makes the installation of Cross Walks or School Crossings in the North-South direction safer.

## Analysis

Over the past several months we have had requests through Hanna Holbrook Elementary to paint and sign School Crossings at the intersection of 800 East and Center Street. This is an offset intersection that until the summer of 2010 was a 3-Way Stop intersection, at which time the Council approved making this a 4-Way Stop.

In May of this year, prior to the end of school, we did a study to determine if enough students used this intersection as a walking route to justify the installation of a School Crossing. The study showed that both the East and West legs of the intersection met the minimum warrant requirements for student crossings, including one handicapped student that uses this intersection as his primary access route to school.

Students on the east side of 800 East will cross Center Street and continue on the east side of the street to school. Students walking on the west side of 800 East will continue on the west side of the street to 250 North and then cross 800 East at a painted School Crossing at that point.

## Department Review

This has been reviewed by the City Engineer and Police Chief .

## Significant Impacts

School Crossings will need to be maintained by painting every year with occasional sign updates.

## Recommended Action

Paint and Sign for School Crossings across Center Street on both the east and west side of 800 East.

## Attachments

Lovely Color Aerial Photo showing the location of the new School Crossings and signage.

800 East Center Street with School Crossings on East and West Legs



# Traffic Safety Committee Staff Report



**Subject:** Bicycle Lanes on Bountiful Blvd.  
**Author:** City Engineer, Paul Rowland  
**Date:** July 26, 2016

## Background

Bountiful Blvd. is a popular route for many types of alternative travel, from bicycles to jogging. North Salt Lake has already painted bike lanes on Bountiful Blvd. through their city and with the increased popularity of cycling along the Blvd., we are proposing to paint dedicated bicycle lanes where the road is wide enough and place shared lane markings where there is not enough road width to have dedicated lanes.

## Analysis

Because Bountiful Blvd. is relatively level (that is RELATIVELY) and runs for almost 5 miles with little cross traffic, it is very popular as an outdoor activity route. The city maintains a 10 ft. wide sidewalk along the west side from Chelsea Dr. to Viewcrest Drive which is well used as a walking and exercise trail. There is also a lot of bicycle traffic which is currently sharing the travel lanes with vehicular traffic.

Bountiful Blvd. is shown on the city's Master Street Plan as a Collector Street, which typically has a 66 ft. R.O.W., however Bountiful Blvd.'s width varies from 72 ft. on the south end to 66 ft. on the north end, with the change at about Chelsea Drive. There is also another short section of extra width between Maple Hills Drive and Mueller Park Road. Parking is allowed along the entire length of the Blvd. and is heavily used around the LDS Temple and the Bountiful Ridge Golf Course.

Where the road is 72 ft. wide, there is plenty of room for on-street parking and a five ft. wide dedicated bike lane, however, the remainder is only wide enough for an eight ft. wide parking lane and shared use of the travel lanes. The attached diagrams show the markings for both the dedicated bike lanes and the shared travel lanes.

## Department Review

This has been reviewed by the City Engineer and Police Chief and is supported by the Trails Committee.

## Significant Impacts

This change have an initial up-front cost for painting the lanes and will require annual maintenance of the paint striping and signs. This will not have any real impact otherwise beyond reminding users to share the road.

## Recommended Action

Paint and Sign for dedicated bike lanes from the south city limit to Chelsea Drive and for Shared lanes from Chelsea Drive to 1300 East.

## Attachments

Figure showing Shared Lane Marking  
Figure showing dedicated bike lane with on street parking  
Lovely Color Aerial Photo showing how the existing NSL bike lanes fit on the street.

Shared Lane Markings with on Street Parking  
Chelsea Drive to 1300 East

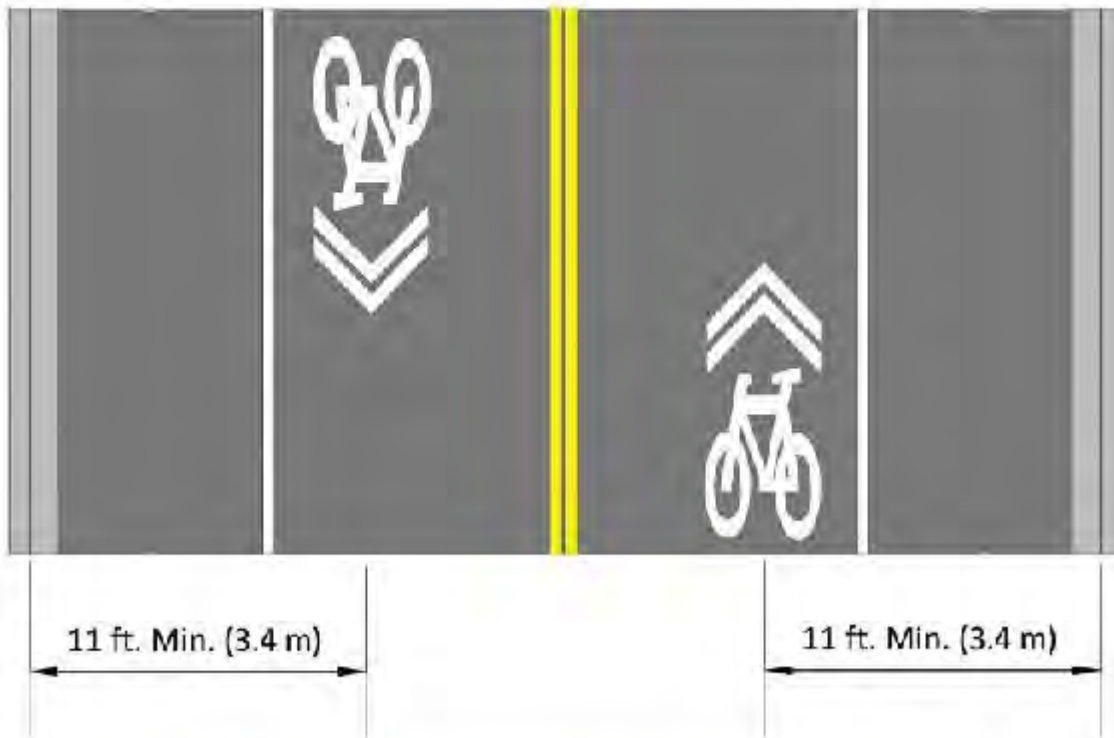
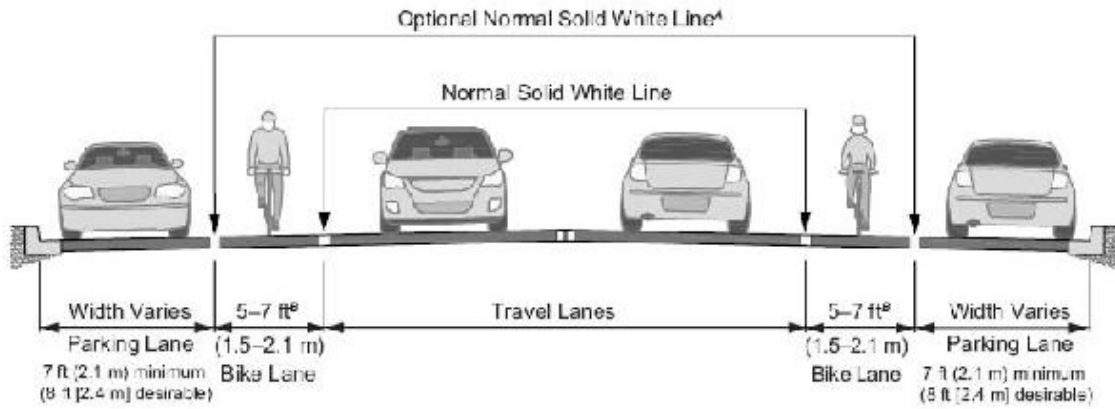


Figure 4-5. Typical Shared-Lane Marking Cross Section on Street with Parking



X-Section showing on Street Parking and Dedicated Bike Lane  
NSL to Chelsea Drive



On Street Parking

Bountiful/NSL City Limit showing Existing Bike Lanes





# Traffic Safety Committee Staff Report



**Subject:** On Street Parking Around Bountiful High School  
**Author:** City Engineer, Paul Rowland  
**Date:** July 26, 2016

## Background

Every spring, as more students at our local high schools get their drivers licenses, the City receives complaints about on street parking problems in the local neighborhoods. 2016 was no exception.

One strategy that was tried in the past was to restrict school-hour parking on streets near the high schools. The success of this strategy is debatable, as will be discussed below. This year we have received requests to extend these parking restrictions.

## Analysis

Parking restrictions were first placed along 200 West Street west of Viewmont High School sometime prior to fall 1996. Since the initial area was posted, requests to increase the area have been made almost annually, with most being denied. However, some have been approved to the point we are at now with parking restrictions along several streets at both Bountiful and Viewmont.

Placing parking restrictions on streets near the high schools has not reduced the number of cars or solved the parking problems. It has, however, moved the cars into neighborhoods where the problem did not previously exist. The following recommendation from a 1997 request for No Parking along Mill Street at Bountiful High highlights this issue:

### **RECOMMENDATION**

This is the same problem that we have faced at Viewmont High for many years except that Bountiful High School does not have room to provide additional on site parking without putting it on their practice field. Cars park along both sides of Mill Street almost to the east side of the school property. This is a problem that will not go away by painting a few more curbs red, it will only move the problem to another area. I recommend that we work with the school and the District to find an overall solution to the parking problem at Bountiful High.

That same situation still exists, however it has moved to new areas as one side of Mill Street was marked for no school day parking in about 2002. We are now getting requests from the 550 South Cul-de sac residents to limit parking in their neighborhood. The Traffic Safety Committee needs to discuss what we want as a city policy regarding the parking issues around our two high schools.

## Department Review

This has been reviewed by the City Engineer, City Manager and Police Chief.

**Significant Impacts**

This is a discussion item only.

**Recommended Action**

Discuss the issues related to parking near the high schools and provide a policy direction to the City Council.

**Attachments**

Map of streets designated “No Parking” near Viewmont and Bountiful High Schools

**No Parking During School Hours, Viewmont High**



# No Parking During School Hours, Bountiful High





# City Council Staff Report

**Subject:** Preliminary and Final Site Plan Review for a Bank with Drive-through  
**Author:** Chad Wilkinson, City Planner  
**Address:** 95 E. 500 South  
**Date:** July 26, 2016



## Description of Request:

The applicant, Bank of American Fork, is requesting site plan approval for change of use in an existing building from a drive-through restaurant to a bank. The proposal includes relocation of the existing drive-through to the north side of the building. The property is located in the DN (Downtown) zoning district and banks are a permitted use in the zone.

## Background and Analysis:

The proposed bank will be located in the building previously occupied by Dunkin Donuts at the intersection of 500 South and 100 East. The building is approximately 2,200 square feet in area and ±23 feet in height. The major change proposed in the application includes relocation of the existing drive-through from the west side of the building to the north side. The applicant proposes to construct a small addition to the north side of the building along with a covered drive through space. The proposed drive-through will still provide adequate queue length on site and the design will allow for adequate circulation on site without major impacts to the public street system.

The applicant proposes to install a stone veneer on the predominantly stucco building. This change is in keeping with the design standard of the Code which encourages designs that utilize a variety of low maintenance materials.

The submitted plan shows a total of 14 parking spaces which exceeds the 11 spaces required by Code for a bank of this size. Landscaping on the site will be slightly modified to accommodate the new drive-through. The plan submitted shows that the minimum landscape area of 15 percent will still be provided through replacement of some existing concrete areas on the south of the site. However, a submittal of a final landscape plan detailing plant types and changes to irrigation will be required prior to issuance of a building permit.

The existing location of the dumpster may pose problems for access by waste collection vehicles. In addition, property line information from Davis County shows that the dumpster may be located partially on an adjacent property. Prior to approval of the building permit, the applicant will be required to demonstrate that the dumpster is completely on their property or provide a revised location that meets the standards of the Code. The Planning Commission recommended that a property line adjustment be added to the conditions as an option for resolving this concern.

## **Department Review**

This proposal has been reviewed by the Engineering and Planning Departments.

## **Significant Impacts**

Impacts are expected to be minimal as the property has been commercially developed for many years.

## **Recommended Action**

The Planning Commission recommends approval of the request for preliminary and final site plan review subject to the following conditions:

1. Complete any and all redline corrections.
2. Obtain a building permit for the proposed modifications to the north side of the building.
3. Prior to building permit issuance, provide evidence that the existing dumpster is located completely on property owned or controlled by the applicant, or provide a revised location meeting the requirements of the Code, or complete a property line adjustment to bring the dumpster site within the property boundary.
4. Prior to issuance of the building permit, submit a final landscape plan meeting the requirements of Chapter 16 of the Bountiful City Zoning Ordinance.
5. Complete any modifications required by conditions of the Planning Commission for preliminary approval.

## **Attachments**

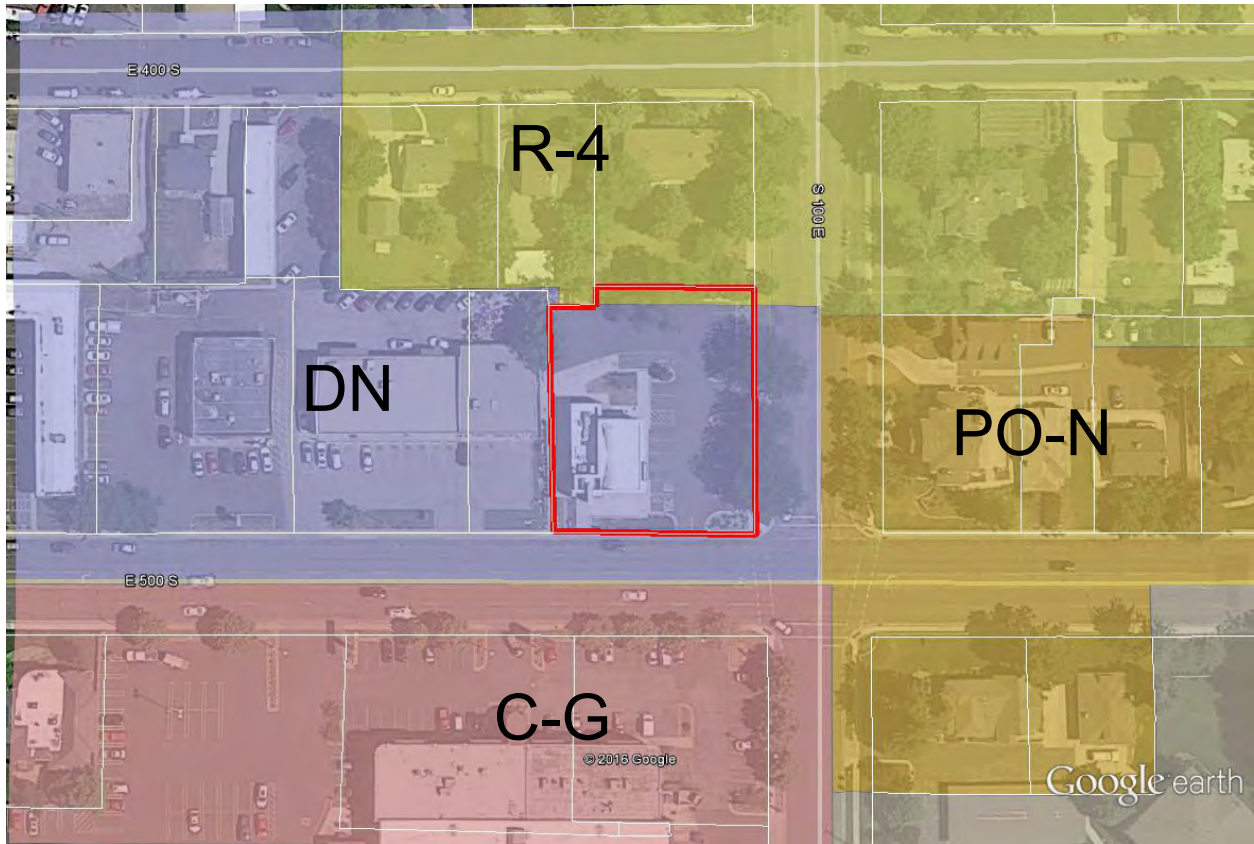
1. Aerial photo
2. Zoning Map
3. Site plan
4. Building elevations



Aerial Photo



# Zoning Map



THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KEVIN MADSON & ASSOCIATES INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT

# BANK OF AMERICAN FORK BANK OF AMERICAN FORK BOUNTIFUL BRANCH

95 EAST 500 SOUTH

BOUNTIFUL, UTAH

## PROJECT CONTACTS

**ARCHITECTURAL**  
KEVIN MADSON & ASSOCIATES  
195 EAST 100 NORTH  
PROVO, UTAH 84606  
(801) 377-5062

**OWNER**  
BANK OF AMERICAN FORK  
33 EAST MAIN STREET  
AMERICAN FORK, UTAH 84003  
800-815-2265

## GRAPHIC SYMBOLS

	ENGINEERED FILL		HARDWOOD		WALLTYPE TAG		FIRE SPRINKLER TAG
	EARTH		RIGID INSULATION		DOOR NUMBER		GRID MARK
	CONCRETE		BATT INSULATION		WINDOW TYPE		DETAIL TAG
	ASPHALT		BLOCKING		MARKER / TACK / DISPLAY BOARD		ELEVATION MARK
	MASONRY ATLAS BRICK		GYPSUM BOARD		CEILING HEIGHT		SECTION MARK
	MASONRY CONCRETE BLOCK		PROPERTY LINE		SHEET NOTE		
	METAL STUDS		EXISTING SPOT ELEVATION		BUILDING ELEVATION MARK		
	PLYWOOD		NEW SPOT ELEVATION		ROOM NUMBER		

## PROJECT DATA

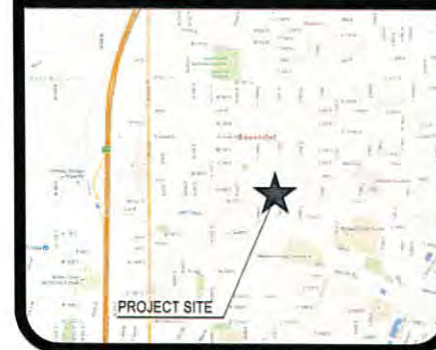
BUILDING FLOOR AREA	
FLOOR AREA	2,228 SQ. FT.
INTERNATIONAL BUILDING CODE	- 2012
TYPE OF CONSTRUCTION	- TYPE V-B
BUILDING OCCUPANCY	- B
ZONE	- DN
ELEVATION LIMIT	- 45'-0"
BUILDING HEIGHT	- 23'-0"
PARKING STALLS	- 14 (EXISTING)
LANDSCAPE REQUIREMENT	- C-G 15%
LANDSCAPE	- 3,226.9 SQ. FT.
LANDSCAPE %	- 16.7%

## INDEX OF DRAWINGS

SITE WORK	
SD1 -	SITE PLAN
ARCHITECTURAL	
A3.1 -	EXTERIOR ELEVATIONS

## PLAN VIEW

## VICINITY MAP



## ARCHITECT



**KMA ARCHITECTS**  
KEVIN MADSON & ASSOCIATES  
ARCHITECTURE & PLANNING  
195 EAST 100 NORTH PROVO, UTAH 84606  
PHONE: (801) 377-5062  
KMAARCHITECTS.COM



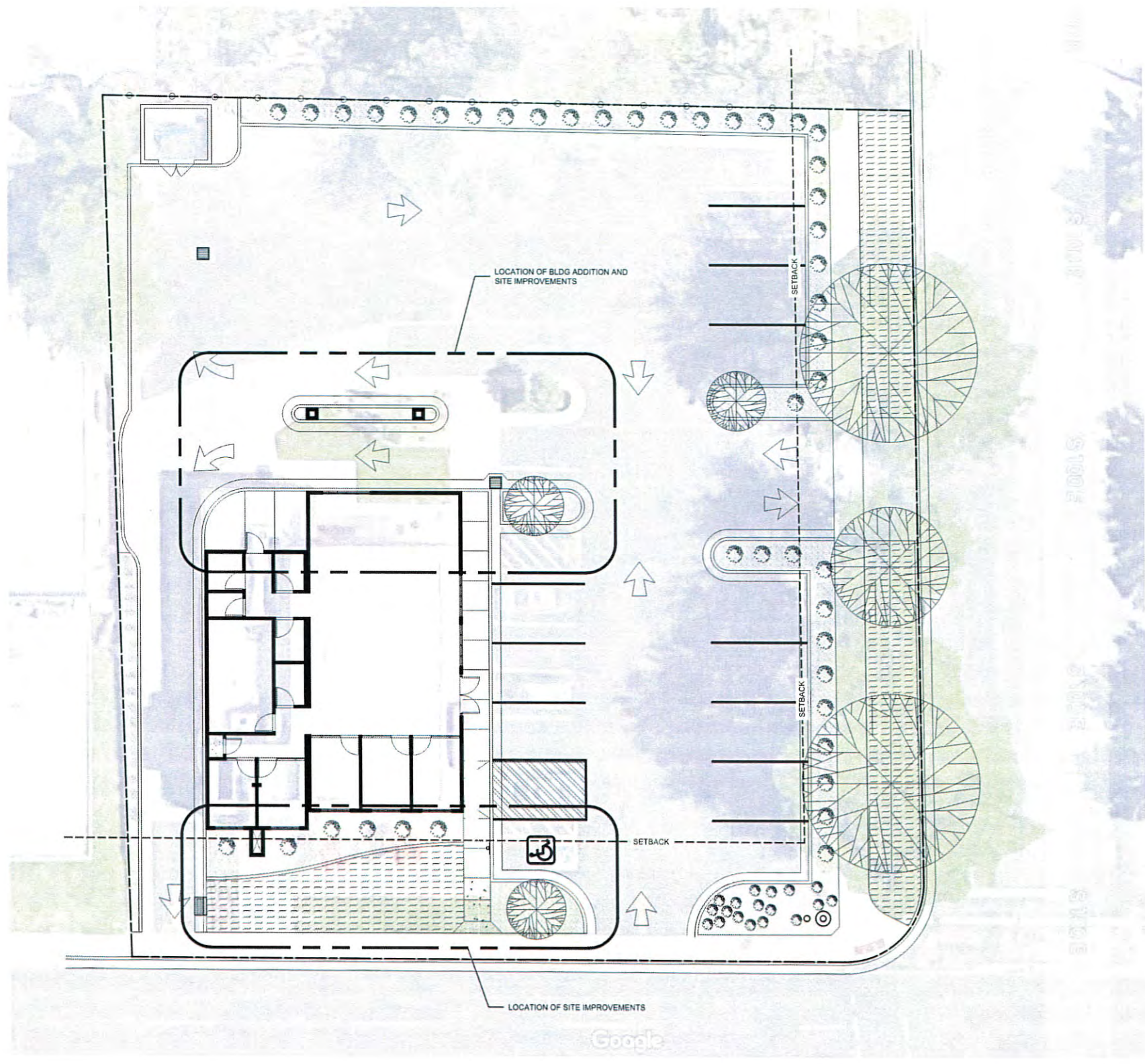
REVISIONS	
1	
2	
3	
4	
5	

PROJECT TITLE  
**BOUNTIFUL BRANCH REMODEL**  
BOUNTIFUL, UTAH  
95 E 500 SOUTH

DRAWN BY: SL  
CHECKED BY: KMM  
DATE: SEPT. 2014  
PROJECT #: 146211

**TITLE**

THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KEVIN MADSON & ASSOCIATES INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT



SITE PLAN 1" = 10'-0"



**KMA ARCHITECTS**  
 KEVIN MADSON & ASSOCIATES  
 ARCHITECTURE & PLANNING  
 195 EAST 100 NORTH PROVO, UTAH 84606  
 PHONE: (801) 377-5062  
 KMAARCHITECTS.COM



REVISIONS

1	
2	
3	
4	
5	

PROJECT TITLE  
**BOUNTIFUL BRANCH REMODEL**  
 95 E 500 SOUTH  
 BOUNTIFUL, UTAH

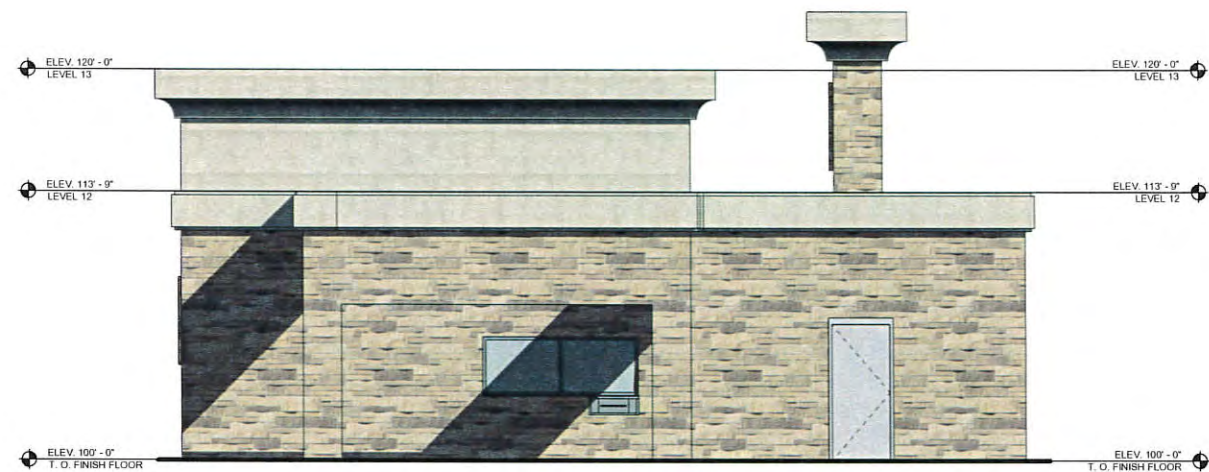
DRAWN BY:  
 CHECKED BY:  
 DATE: SEPT. 2014  
 PROJECT #: 146211

**SD1**

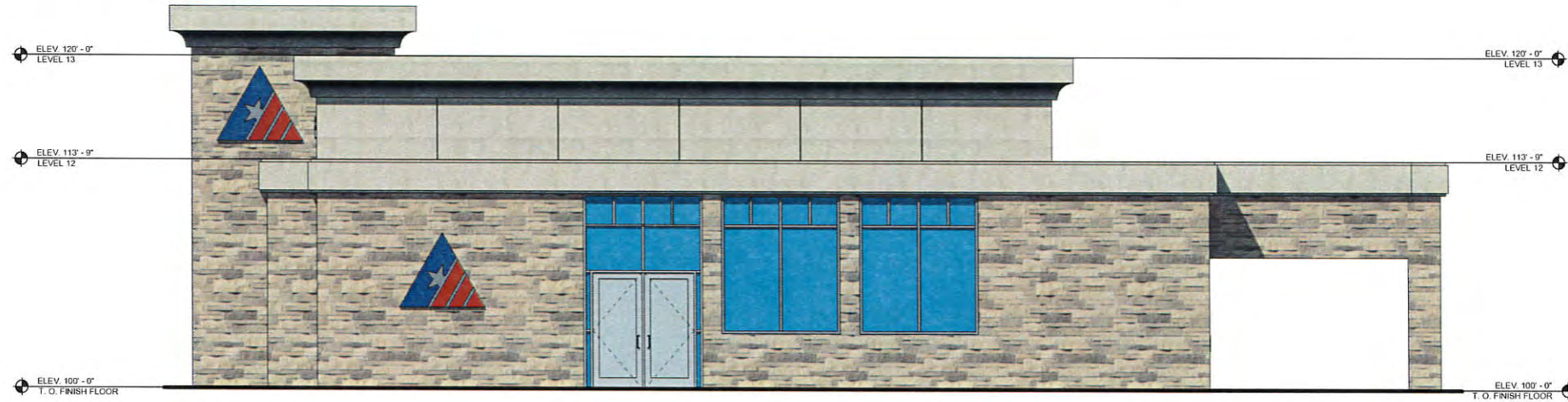
THIS PRINT AND ALL INFORMATION HEREON IS THE PROPERTY OF KEVIN MADSON & ASSOCIATES INC. AND SHALL NOT BE USED ON ANY OTHER JOB WITHOUT WRITTEN PERMISSION OF THE ARCHITECT  
6/28/2016 11:48:25 AM 1/4" = 1'-0"



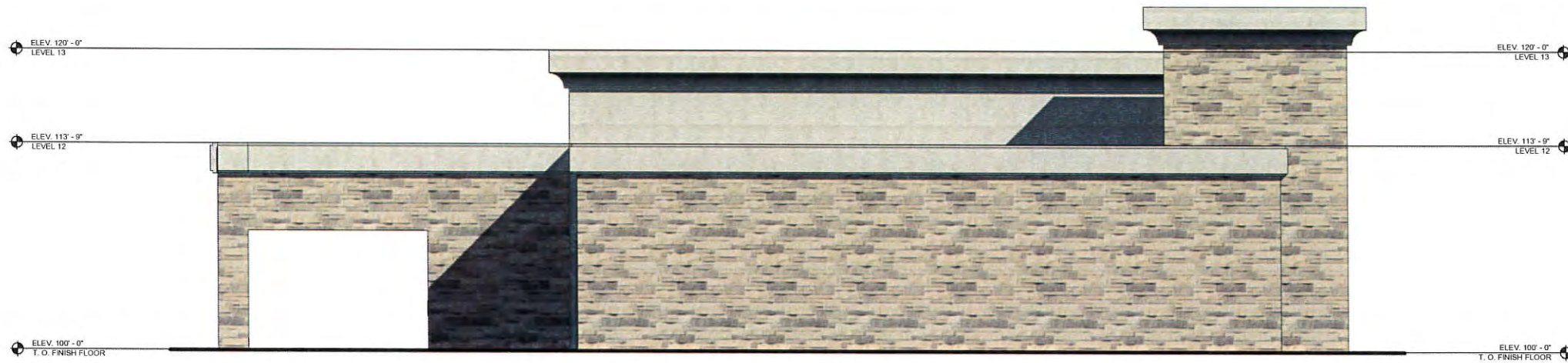
**SOUTH ELEVATION**  
1/4" = 1'-0"



**NORTH ELEVATION**  
1/4" = 1'-0"



**EAST ELEVATION**  
1/4" = 1'-0"



**WEST ELEVATION**  
1/4" = 1'-0"



**KMA ARCHITECTS**  
KEVIN MADSON & ASSOCIATES  
ARCHITECTURE & PLANNING  
195 EAST 100 NORTH PROVO, UTAH 84606  
PHONE: (801) 377-5062  
KMAARCHITECTS.COM



NO.	REVISIONS
1	
2	
3	
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5	

PROJECT TITLE  
**BOUNTIFUL BRANCH REMODEL**  
BANK OF AMERICAN FORK  
BOUNTIFUL, UT

DRAWN BY: Author  
CHECKED BY: Checker  
DATE: APRIL 2013  
PROJECT #: 150513

**A3.1**



# Council Staff Report

**Subject:** Adopt Fee Schedule for Street Damage Deposit  
**Author:** City Engineer  
**Department:** Engineering  
**Date:** July 26, 2016



## Background

Bountiful City has traditionally had the requirement of making a cash deposit with building permits in order to cover possible damage to street improvements. In April of this year the Council adopted an ordinance revising this deposit, referred to as the “Curb and Gutter Bond”, and moving the fee schedule from the City Code to the fee schedule, which is approved as part of the annual City Budget adoption. The “Bond” fee schedule was inadvertently left out of the overall fee schedule adopted as part of the 2016-2017 budget document and now needs to be adopted by the Council.

## Analysis

Changes to the City Code and this fee schedule were discussed at the time of the adoption of the annual Omnibus Ordinance and in the Committee Meetings as the budget was undergoing its adoption process. The fees are based on the amount of street frontage exposed to damage as the result of construction on a particular property, with a maximum in the case of lots with a very large frontage, such as corner lots. The fees listed below are a slight increase over the previous schedule, which has not been changed for over 10 years.

### Street Damage Cash Deposit:

New Single Family or Multifamily	per ft. frontage	\$20.00	min \$1,400.00, max \$3,000.00
New Commercial	per ft. frontage	\$20.00	min \$1,400.00, max \$3,000.00
Single Family Remodel or Addition	per ft. frontage	\$10.00	min \$700.00, max \$1,500.00
Multifamily Remodel or Addition	per ft. frontage	\$10.00	min \$700.00, max \$1,500.00
Commercial Remodel or Addition	per ft. frontage	\$10.00	min \$700.00, max \$1,500.00

## Department Review

This has been reviewed by the City Engineer and City Manager.

## Recommendation

Adopt the above fee schedule for Cash Deposits to cover street damage during construction.

## Significant Impacts

This will only adopt fees inadvertently left out of the budget document and will not have any significant impacts.





# City Council Staff Report

**Subject: Transfer of Fire Stations and Related Assets**  
**Author: Clinton Drake**  
**Department: Legal**  
**Date: July 26, 2016**



---

## **Background**

Bountiful City recently entered into an Interlocal Agreement (Assessment Agreement) with the South Davis Metro Fire Service Area (SDMFSA). The Assessment Agreement addressed a number of matters between the agencies including the financial practices and policies for SDMFSA and the transfer of assets used for the operations of SDMFSA. Under the Assessment Agreement, the City agreed to transfer its fire stations and related assets such as fire engines, furniture and fixtures contained in the fire stations to SDMFSA. Under Utah Law, a city cannot dispose of a “significant parcel of land” without holding a public hearing. At the May 10, 2016, Bountiful City Council Meeting a public hearing was held to discuss the transfer of these assets. The City could not transfer the assets at that time because the Assessment Agreement required the transfer to occur between July 1, 2016 and September 1, 2016. Accordingly, this matter was continued until July. It is now within the appropriate timeframe to transfer the assets described in the May 10, 2016 meeting. For the Council’s convenience the list of assets to be transferred to the Fire District are included with this Staff Report.

Because the fire station property located at approximately 255 South and 100 West also contains a City park, only the property necessary for the operation of the fire station is being transferred. The City will continue to own the tennis courts, playground and adjoining parking lot to the west. An additional Interlocal Agreement (Operation Agreement) has been drafted to address matters such as access, parking and maintenance of certain utilities in the park areas as well as the fire station. An aerial photograph showing the properties to be transferred is included with this Staff Report and can be found in Exhibit “A” of the Operation Agreement.

## **Analysis**

The City may now transfer the assets contemplated under the Assessment Agreement. The Operation Agreement addresses concerns the City had regarding access to the property to be transferred for the purpose of maintaining its park and utility equipment that abuts or is located on the parcel to be transferred to SDMFSA.

### **Department Review**

This staff report was prepared by the City Attorney and reviewed by the City Manager.

### **Significant Impacts**

The new Operation Agreement allows for the City to access the property to maintain its equipment.

### **Recommendation**

It is recommended that the City Council approve Resolution 2016-11 transferring the properties and related assets to the South Davis Metro Fire District Area and the Interlocal Agreement governing access and maintenance of the City's existing equipment located on the property to be transferred.

### **Attachments**

Interlocal Agreement (Assessment Agreement)

Interlocal Agreement (Operation Agreement)

List of assets to be transferred

Resolution 2016-11

INTERLOCAL AGREEMENT RELATED TO THE PROVISION OF FIRE SUPPRESSION  
AND EMERGENCY MEDICAL SERVICE

This Agreement is made and entered into as of the 1<sup>st</sup> day of July, 2016 by and between SOUTH DAVIS METRO FIRE SERVICE AREA (“SDMFSA”), a local district and service area, DAVIS COUNTY (“COUNTY”), a body corporate and politic of the State of Utah, BOUNTIFUL CITY (“BOUNTIFUL”), CENTERVILLE CITY (“CENTERVILLE”), NORTH SALT LAKE CITY (“NORTH SALT LAKE”), WEST BOUNTIFUL CITY (“WEST BOUNTIFUL”), WOODS CROSS CITY (“WOODS CROSS”), all municipal corporations and political subdivisions of the State of Utah, collectively referred to as the “Parties”

WHEREAS, the Parties have collectively created SDMFSA to provide emergency response, paramedic, emergency medical services and fire prevention and suppression services within all or part of the territorial boundaries of the individual governmental entities creating SDMFSA (collectively referred to as the “Members”);

WHEREAS, the operations of SDMFSA will be supported through ad valorem tax levies, impact fees, revenues generated by SDMFSA, assessments to the Members, and other revenues authorized by law; and

WHEREAS, the Parties desire to establish by interlocal agreement the financing practices of SDMFSA and the assessment formula that will be used for Member assessments.

NOW THEREFORE, the Parties hereby enter into this interlocal agreement (the “Agreement” or the “Assessment Agreement”) establishing the financial practices and policies of SDMFSA and the assessment formula that will be utilized by the Board of Trustees of SDMFSA in establishing Member assessments.

1. **TERM.** This Agreement shall be effective as of the date first above written and shall continue into effect for a period of fifty (50) years or until either the total costs of SDMFSA are supported by revenues other than assessments, at which time the Agreement may be terminated, by the Parties.

2. **NO SEPARATE LEGAL ENTITY CREATED.** By entering into this Agreement, the Parties do not create a separate legal entity.

3. **GOVERNANCE.** This Agreement shall be administered by the Board of Trustees of SDMFSA (the “Board”) and as provided herein, the Chief Administrative and Executive Officer (“CAO”) as they are constituted from time to time:

4. **CAPITAL FACILITIES AND EQUIPMENT/BONDED INDEBTEDNESS.** It is the intent of the parties that the current and future cost of acquisition, construction, equipping and remodeling of SDMFSA fire facilities and the acquisition and equipping of SDMFSA heavy apparatus be financed, when possible, from the proceeds received from SDMFSA imposed impact fees and revenue received from the imposition of ad valorem taxes. When those revenue

sources are insufficient to finance the acquisition cost or service the debt for such facilities and/or equipment, it is the intent of the Parties that the Board shall first utilize existing fund balance to the extent that such transfer does not jeopardize the bond rating or the financial security of SDMFSFA. If all such revenues are insufficient to pay the acquisition cost or service the debt for capital facilities and equipment, it is the intent of the Members that their duly appointed Trustees shall include the annual shortfall in the Member assessments issued pursuant to this Agreement. If fund balance reserves or assessments are used to cover such a shortfall, it is the intent of the Members that their duly appointed Trustees shall consider an increase in the SDMFSFA ad valorem tax rate in the following fiscal year to generate the amount necessary to replenish the SDMFSFA fund balance for the amount transferred and the amount included in the Member assessments.

5. 2006 AMBULANCE SERVICE REVENUE BONDS. The Parties acknowledge and agree that Bountiful prepaid its proportionate share of initial capital improvements, and is relieved of any present and future obligation for payment of debt service on the 2006 AMBULANCE SERVICE REVENUE BONDS (the "Bonds"). In the event that SDMFSFA levies ad valorem taxes for the payment of debt service on those Bonds, Bountiful shall be entitled to a credit against any assessment levied pursuant to this Agreement for the amount of revenue received by SDMFSFA from the assessed valuation of real and personal property located in Bountiful and motor vehicle fees based on Bountiful's assessed valuation. The ad valorem and motor vehicle revenue attributable to Bountiful shall be calculated in accordance with Tax Commission procedures applicable to the calculation of certified tax rates and distribution of motor vehicle revenues. If any other party to this Agreement elects to prepay its portion of the 2006 Ambulance Service Revenue Bonds, that party shall also be entitled to a credit in its assessment against ad valorem taxes levied upon property within its area calculated and applied in the same manner as set forth above for the Bountiful credit.

6. DEBT SERVICE RECONCILIATION. The parties acknowledge that ad valorem taxes or member assessments may be used to retire that portion of the 2006 Ambulance Service Revenue Bonds determined at the time of the issuance of the Bonds to be paid by impact fee collections. Said ad valorem taxes or member assessments shall be considered payments in lieu of impact fees until said fees are collected. Upon retirement of the 2006 Ambulance Service Revenue Bonds should any unspent debt service revenues remain, and no member assessments for debt service have been imposed, the excess revenues shall be utilized by the Board of SDMFSFA to reduce ongoing member assessments for operations or future capital needs. If member assessments have been imposed to offset shortfalls in impact fee collections such assessments shall be considered as advances on future impact fee collections subject to repayment. Impact fees remaining upon retirement of the Bonds shall be reimbursed to each member in the same proportion as the member's debt service assessments bears to the total of such assessments. In no event shall a member be entitled to a reimbursement greater than the impact fees collected within the boundaries of that member.

7. CALCULATION OF ASSESSMENTS. Unless utilized to fund shortfalls in capital facility and equipment acquisition costs or debt service related thereto, assessments shall be imposed solely for the payment of operational costs of SDMFSFA. "Operational Costs" as used in this Agreement shall include the customary costs associated with the daily operations of

SDMFSA and the cost of light fleet replacement including contributions into a light vehicle replacement fund. Assessments, including amounts necessary to fund shortfalls in capital facilities and equipment costs, shall be imposed by the Board as part of the annual budget process and shall, as part of that process, be subject to review and recommendation by the Administrative Committee established by the Board. The total revenue to be raised by the imposition of assessments shall be included in the budget and apportioned to the Members proportionately based on the Member's assessed value. A Member's proportionate share of the total assessment shall be calculated by dividing the assessed value of the Member by the total assessed value of SDMFSA. Assessed value shall be determined by using an average of the last two years assessed value for the Member and SDMFSA as established in the most recent final settlement and current year assessed valuation prepared by Davis County, unless otherwise determined by the Board. Any action taken to amend the assessment formula by which member charges are determined as set forth herein shall require a two-thirds vote of the entire SDMFSA Board. Votes shall not be weighted unless a weighted vote is formally requested by a Board member. Weighting of votes shall be in accordance with each member's most recent annual assessment before adjustments are made to assessments to account for prepayments..

8. PAYMENT OF ASSESSMENTS. The CAO shall bill the Members for their respective assessment in four equal installments on January 1, April 1, July 1 and October 1 of each year. Assessment installments are due when issued and delinquent if not paid within thirty (30) days of issuance. Delinquent assessment payments shall accrue interest at the rate established by the Utah State Treasurer for deposits in its Public Treasurer Investment Fund (PTIF). If an installment remains unpaid after ninety (90) days after issuance, the Board shall have all collection remedies available at law and may initiate proceedings to withdraw from SDMFSA the area within SDMFSA that is also within the boundaries of the delinquent Member.

9. IMPACT FEES. Effective July 1, 2016, SDMFSA will implement and impose impact fees for fire related public safety facilities including facilities identified in the current Impact Fee Facilities Plans adopted by the individual Members of SDMFSA . Upon imposition of Service Area wide impact fees by SDMFSA, each Member hereby agrees to repeal and abolish any impact fees it has levied for the same fire related public safety facilities. The effective date of such repeal shall be as of the same date the impact fees imposed by SDMFSA become effective.

10. TOTAL AGREEMENT. This Agreement constitutes the total agreement between the parties with respect to the calculation of Member Assessments. No representations, understandings, or agreements not contained in this Agreement are binding on the Parties and may not be relied upon by any Party with respect to the interpretation of any term of this Agreement.

11. NO THIRD PARTY BENEFICIARIES. This Agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective parties hereto. No other persons are intended to benefit from or be bound by the mutual obligations of the parties and no third party may enforce the terms of this Agreement or rely on this Agreement in any action against any of the parties.

12. TRANSFER OF EXISTING MEMBER ASSETS. Any asset titled in the name of an individual Member and used for the operations of SDMFSFA on June 30, 2016 shall be transferred by Special Warranty Deed, unless otherwise prohibited by law or existing covenant, to SDMFSFA no later than September 1, 2016. Those assets, by Member, are identified and set out in Attachment A, hereto which, by this reference, is incorporated herein. If the transfer of any asset to SDMFSFA is prohibited by covenant or law, the Member owning the asset shall exercise due diligence in seeking to remove the transfer restriction. In the event that such transfer restriction cannot be removed, the Member shall at its sole expense, and at the Board's discretion, either substitute a different asset or financial compensation equal to the value of the restricted asset to SDMFSFA or obtain for SDMFSFA the right to continued use of the asset for SDMFSFA purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written this \_\_\_\_ day of \_\_\_\_\_, 2016.

SOUTH DAVIS METRO FIRE SERVICE AREA

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Clerk

Approved as to Form and Legality

\_\_\_\_\_  
Legal Counsel

DAVIS COUNTY

\_\_\_\_\_  
Chair, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Davis County Clerk

Approved as to Form and Legality

\_\_\_\_\_  
Deputy Davis County Attorney

BOUNTIFUL CITY

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Recorder

Approved as to Form and Legality

\_\_\_\_\_  
City Attorney

CENTERVILLE CITY

\_\_\_\_\_  
Mayor

ATTEST

\_\_\_\_\_  
City Recorder

Approved as to Form and Legality

\_\_\_\_\_  
City Attorney

NORTH SALT LAKE CITY

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Mayor

ATTEST

---

City Recorder

Approved as to Form and Legality

---

City Attorney

WEST BOUNTIFUL CITY

---

Mayor

ATTEST

---

City Recorder

Approved as to Form and Legality

---

City Attorney



WOODS CROSS CITY

---

Mayor

ATTEST

---

City Recorder

Approved as to Form and Legality

---

City Attorney

**INTERLOCAL AGREEMENT FOR THE TRANSFER  
OF REAL PROPERTY AND THE OPERATION OF FIRE STATIONS  
BETWEEN THE CITY OF BOUNTIFUL  
AND THE SOUTH DAVIS METRO FIRE SERVICE AREA**

This Interlocal Agreement (the "Agreement") is made and entered into by and between the City of Bountiful, a municipal corporation of the State of Utah (the "City"), the South Davis Metro Fire Service Area, a local district and service area created pursuant to the laws of the State of Utah (the "District")

**RECITALS**

WHEREAS, Utah Code Ann. § 11-13-202 provides that any two or more public agencies may enter into an Agreement with one another for joint or cooperative actions.

WHEREAS, Utah Code Ann. § 11-13-214 provides that any public agency may convey property to or acquire property from any other public agencies for consideration as may be agreed upon.

WHEREAS, the City and the District are public agencies as contemplated in the referenced sections of the Utah Code (more specifically referred to as Utah Code Ann. § 11-13-1101, et seq. (Utah Interlocal Cooperation Act).

WHEREAS, the City has previously entered into an interlocal agreement for the provision of fire and emergency response services that created an interlocal entity, the South Davis Metro Fire Service Agency (the "Agency") for the provision of said services and which further provided that, at the time the interlocal entity was replaced by a local district and Service Area, all fire stations and related property and equipment owned by the City would be transferred in fee simple and at no cost to the Service Area.

WHEREAS, South Davis Metro Fire Service Area is the local district and Service Area created to replace the Agency and which has commenced operations as of July 1, 2016.

WHEREAS, the City is the owner of two parcels of real property, each of which has constructed on them fire stations currently providing fire protection services to the City and surrounding areas. The fire stations are separately designated and known as Station 81 which is located at 255 S. 100 W., Bountiful, Utah and Station 84 which is located at 1995 S. Bountiful Blvd., Bountiful, Utah (City Parcels A and B).

WHEREAS, the City desires to transfer to the District Parcels A and B and related equipment ( the legal descriptions for Parcels A and B are contained on the attached Exhibit "A") and the parcels are visually shown on Exhibits "B"(parcel A) and "C" (parcel B).

WHEREAS, the District desires to acquire title to City Parcels A and B with the intention of using them as fire stations serving the residents of the District.

WHEREAS, both parties desire to memorialize certain rights of maintenance and access to portions of Parcel A.

### **Agreement**

**NOW, THEREFORE**, in consideration of the good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **Article 1**

### **Municipal Grant**

#### **Section 1.1. Grant of Parcels A and B.**

The City hereby grants and conveys to the District Parcels A and B described on Exhibit A. The conveyance is of two parcels of real property, associated improvements, fixtures and equipment owned by City and currently used by District for the provision of fire suppression services. Parcel A is generally known as Station 81 and is located at 255 S. 100 W., Bountiful, UT. Parcel B is generally known as Station 84 and is located at 1995 Bountiful Boulevard, Bountiful, UT . Except as provided in this Agreement, District agrees to accept the parcels in "AS IS" condition with respect to physical condition of the improvements, fixtures and equipment, required maintenance and environmental conditions and impairment whether latent or apparent arising after the date the operation of the facilities was assumed by the Agency and/or the District.

City agrees to indemnify, defend, and hold District harmless from and against all claims, damages, costs, expenses, attorney's fees, and liability arising out of, related to, or connected with the environmental condition of Parcels A and B known and associated with City's use of Parcels A and B prior to the date operation of the facilities was assumed by the Agency or District. City assumes sole responsibility for the environmental condition of Parcels A and B, associated with City's use of Parcels A and B prior to the date operation of the facilities was assumed by Agency or District, including but not limited to all discharges or releases of any kind, demolition, cleanup, removal or restoration of Parcels A and B.

District agrees to continue to staff and operate the Fire Stations located on Parcels A and B in accordance with standards adopted and approved by the Governing Board of the District.

#### **Section 1.2. Provisions applicable to Parcel A.**

With respect to Parcel A, City and District agree to the following restrictions and provisions regarding the use of the property. City agrees to designate a parking stall meeting all requirements for disabled parking use on City retained property immediately north of the fire station that is immediately adjacent to the fire station and make it available for use by patrons of the fire station so long as the property is used as a fire station. The location of the designated parking stall is shown on Exhibit "B".

District agrees to allow City such reasonable access to the property conveyed by City to District that is located immediately east of the fire station as is necessary to access, maintain, repair or replace electrical and water service for the operation of City's tennis courts. City shall, at its sole cost, repair damage caused to the District's property by such maintenance, repair or replacement operations.

Each party agrees to maintain its property so as to not impair the ability of the other party to operate its property or perform the functions for which the property and improvements were intended.

## **Article II**

### **Provisions Applicable to Municipal Grants of Parcels A and B.**

#### **Section 2.1. Closing.**

This transaction shall be closed on or before September 31, 2016. Closing shall occur when District and City have (a) signed and delivered to each other all documents required by this contract and by applicable law.

#### **Section 2.2. Possession.**

District and City acknowledge that City has previously delivered possession of Parcels A and B to District.

#### **Section 2.3. Title to Property and Title Insurance.**

City has fee title to Parcels A and B and agrees to convey such title to District by Special Warranty Deed, free of encumbrances.

#### **Section 2.4. City Disclosures.**

No later than September 21, 2016 City will deliver to District copies of any surveys relating to the Parcels; and (d) environmental assessments, reports, site plans, or other documents relating to any of the Parcels as may exist which may materially affect the District's interest in the Parcels.

#### **Section 2.5. District Undertakings.**

District may undertake the following: (a) ordering and obtaining surveys of the Parcels; (b) environmental studies of the Parcels; (c) physical inspections of the Parcels; (d) reports on compliance with all applicable federal, state, and local law, ordinances and regulations with regard to zoning and permissible uses of the Parcels. City agrees to cooperate fully with District's completing these matters.

**Section 2.6. City Warranty**

City warrants, that at closing, City has no knowledge of any claim or notice of an environmental, building, or zoning code violation regarding the Parcels which arose prior to the parcels being operated by the Agency and which has not been resolved.

**Section 2.7. Reversion of Property to City**

Upon dissolution of the District or when Parcel A or B is no longer used as a fire station, or for another public purpose, or the proceeds from a disposition of such fire station are not used for a public purpose, meaning the purchase or development of another fire station, fire facility or facility for the operation of fire and emergency response services, then the parcel shall immediately, and without necessity for any further action on City's part, revert to and revest in the City; and District shall lose and forfeit all of its right, title, and interest in and to the whole parcel of the property and to improvements and fixtures on it.. District agrees cooperate in providing the necessary documents or assistance to transfer title back to City under this Section 2.7. Any parcels transferred back to City shall be free from encumbrances. Except for sales of the Parcels the proceeds from which are to be used for a public purchase as defined above, District shall not offer the Parcels for sale without written consent from City with all proceeds promptly paid to City.

**Article III**

**Miscellaneous Provisions**

**Section 3.1. Binding Agreement.**

This Agreement shall be binding upon and shall inure to the benefit of the successors and assign of the respective parties hereto.

**Section 3.2. Captions.**

The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof.

**Section 3.3. Counterparts**

This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

**Section 3.4. Severability.**

In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no

way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**Section 3.5. Indemnification**

The Parties are governmental entities under the “Utah Governmental Immunity Act” (Utah Code Ann. Sec. 63G-7-101, et seq.) (The “Act”). Consistent with the terms of the Act, and as provided herein, it is mutually agreed that each party is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, official, or employees. The parties do not waive any defenses otherwise available under the Act nor does any party waive any limits of liability currently provided by the Act. Each of the parties shall defend, indemnify, save and hold the other parties harmless, including the elected and appointed officers and employees of the other parties, from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity, including reasonable attorney’s fees and costs of suit, relating to or arising from the indemnifying party’s performance of its obligations hereunder except where such demands, claims, actions or proceeding result from the negligence or misconduct of the other party or parties, their elected or appointed officers or employees.

**Section 3.6. Waiver of Breach.**

No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

**Section 3.7. Exclusive Remedies.**

The remedies of the parties specified herein shall be exclusive. Neither party shall any other right, remedy or priority whatsoever.

**Section 3.8. Amendment.**

This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

**Section 3.9. Interpretation.**

This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and City and District have had substantive input regarding the various provisions of this

Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

**Section 3.10. Notice.**

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

City: Bountiful City  
Attn: City Manager  
Bountiful City Hall  
790 S. 100 E.  
Bountiful, UT 84010

Copy to: Bountiful City  
Attn: City Attorney  
790 S. 100 E.  
Bountiful, UT 84010

District: South Davis Metro Fire Service Area  
Attn: Chair, Board of Trustees  
255 S. 100 W.  
Bountiful, UT 84010

Copy to: South Davis Metro Fire Service Area  
Attn: Fire Chief  
255 S. 100 W.  
Bountiful, UT 84010

**Section 3.11. Time of Essence.**

Time is of the essence in this Agreement.

**Section 3.12. Survival.**

All of the parties' respective representations, covenants and warranties and obligations (including, without limitation, any obligation to indemnify) set forth herein shall survive the Closing and Delivery of any deeds contemplated herein.

**Section 3.13. Exhibits and Recitals.**

All exhibits annexed to this Agreement and Recitals included herein are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

**Section 3.14. Separate Legal Entity.**

This Agreement does not create a separate legal entity.

**Section 3.15. No Interlocal Entity.**

The parties agree that they do not by this Agreement create an interlocal entity.

**Section 3.16. Integration.**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

**Section 3.17. Financing Joint Cooperative Undertaking and Establishing Budget.**

There is no financing of joint or cooperative undertaking and no budget shall be established or maintained.

**Section 3.18. Dispute Resolution and Attorney's Fees.**

The parties agree that should a dispute arise regarding their rights and obligations under this Agreement or interpretation of this Agreement, the parties shall in good faith attempt to resolve their issues amicably. In the event they are unable to resolve their disputed issues the parties may, but are not required to submit to non-binding mediation. In the event the dispute leads to litigation, the succeeding party shall be entitled to court costs and reasonable attorney's fees.

**Section 3.19. Approval by Attorney.**

This Agreement shall be submitted to the Attorney for City and legal counsel for the District for approval in accordance with the Utah Interlocal Cooperation Act. § 11-13-202.5.

**Section 3.20. Ratification.**

This Agreement shall be approved by City and District through appropriate action, in accordance with the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-202.5.



**Section 3.21. Third Parties.**

Nothing herein expressed or implied is intended or shall be construed to confer upon or give any person, board or entity, other than the Parties hereto and their successors, any right or remedies under this Agreement, as a third-party beneficiary or otherwise.

**Section 3.22. Copies.**

Duly executed original counterparts of this Agreement shall be filed with the keeper of records of each party, pursuant to Utah Code Ann. §11-13-209.

IN WITNESS WHEREOF, CITY, by Resolution of its municipal Council, a certified copy of which is attached hereto, caused this Agreement to be signed by its Mayor and attested by its Recorder, and DISTRICT by Resolution duly adopted by its Board of Trustees, a certified cop of which is attached hereto, caused this Agreement to be signed by its Chief Executive Officer and attested by its Clerk. This Agreement shall become effective on the date the Parties affix their signatures hereto.

BOUNTIFUL CITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

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SOUTH DAVIS METRO FIRE SERVICE  
AREA

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Parcel A– Legal Description**

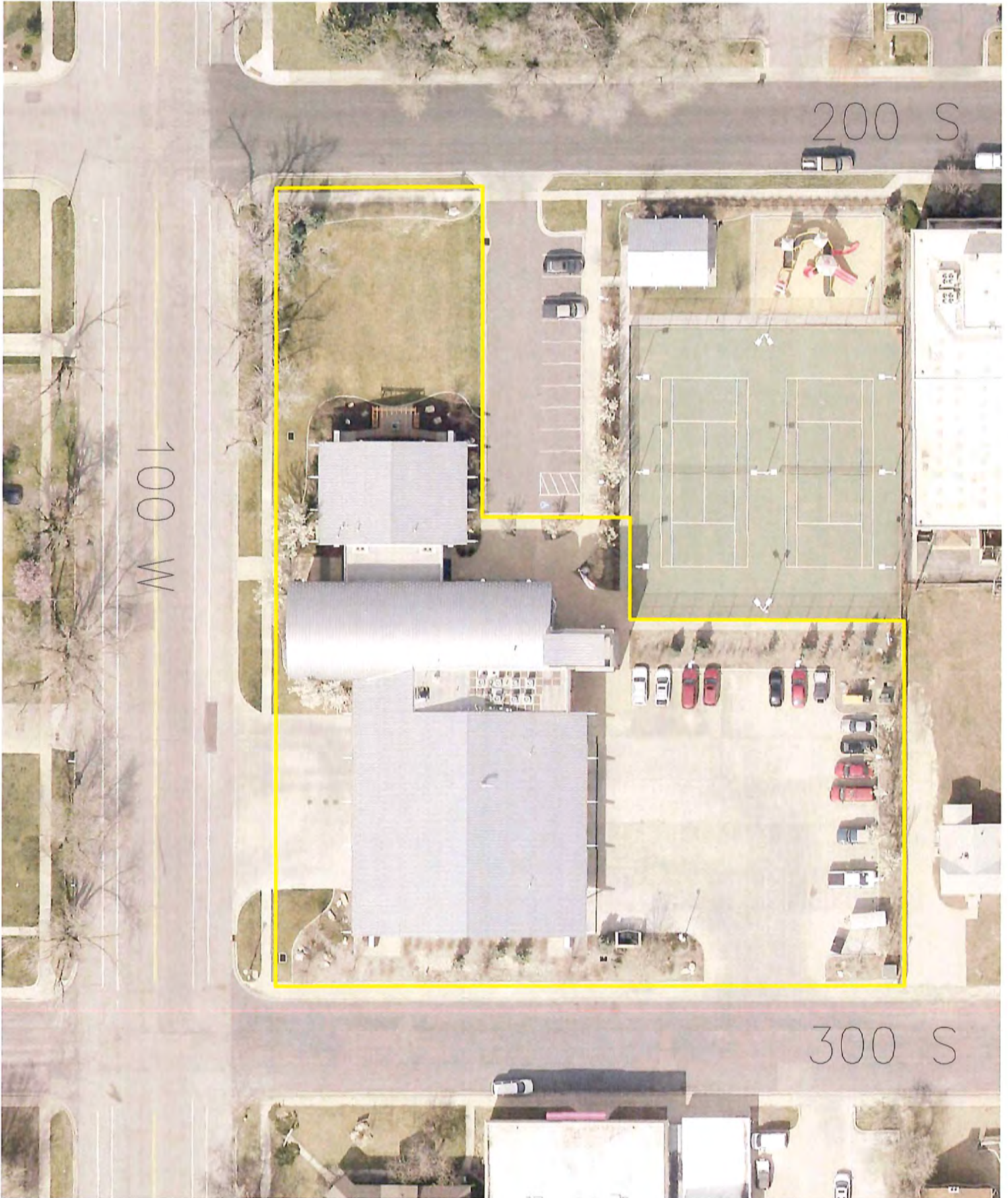
Legal Description for Fire Station #1 (255 S 100 W)

The West 1/2 of Lot 2, together with a portion the East 1/2 of Lot 2 and a portion of Lot 3, Block 17, Plat A, Bountiful Townsite Survey described as a whole as follows:

Beginning at the southeast corner of said Lot 2, thence along south line of said Block 17 S89°49'54"W 260.80 ft. to the Southwest corner of said Block 17; thence along the west line of said Block 17 N0°02'00"W 329.42 ft. to the northwest corner of said Block 17; thence along north line of said block 17 N89°32'53"E 85.76 ft.; thence S0°00'42"E 136.31 ft; thence S89°56'22"E 61.23 ft.; thence S0°01'07"E 42.12 ft; thence S89°51'47"E 113.59 ft to the east line of said Lot 2; thence along said east line S0°8'23"E 150.57 ft. to the point of beginning.

Containing 1.32 acres.

Parcel A- Aerial Photograph



**Parcel B– Legal Description**

Legal Description for Fire Station #2 (Bountiful Blvd Station)

Beginning at a point on the Southeasterly right-of-way line of Bountiful Boulevard as amended, which is South 1392.42 feet and East 1584.59 feet from the N.W. corner of Section 33, T 2 N, R 1 E, SLB &M; thence running S 44° 44' 22" E 81.00 feet; thence S 45° 15' 38" W 166.06 feet to a point on the northerly line of Cave Hollow Way; thence along said line Northwesterly 43.24 feet along a 116.39 foot radius curve to the right through a central angle of 21° 17' 03" (radius point bears N 23° 58' 35" E); thence N 44° 44' 22" W 13.75 feet to the point of tangency of a 25.00 foot radius curve to the right; thence Northwesterly along said curve 39.27 feet through a central angle of 90° 00' 00" to a point on the east line of said Bountiful Boulevard; thence N 45° 15' 38" E along said line 149.00 feet to the point of beginning.

Containing 0.318 Acres



ASSET	DESCRIPTION	STATUS	TAG #	SERIAL/PARCEL	LOCATION	LOCATION DESC	DATE ACQ	ACQ COST	EST USEFUL LIFE	CURR BOOK VAL	LTD ACCUM DEPR
303	FIRE STATION #2	A	103		4220	FIRE	01/01/78	126,952.31	20	0.00	126,952.31
304	METAL ROOF REPLACEMENT / STATION #2	A	105		4220	FIRE	01/13/00	20,596.00	20	3,604.30	16,991.70
305	REMODELING AT STATION #92	A	106		4220	FIRE	04/11/01	22,373.67	20	5,034.09	17,339.58
317	FIRE STATION #92 REMODELING	A	10228		4220	FIRE	07/01/02	481,006.13	30	264,553.36	216,452.77
319	NEW FIRE STATION #1	A	10229		4220	FIRE	06/15/05	3,345,407.42	30	2,063,001.25	1,282,406.17
419	SEMAPHORE CONTROLLER SYSTEM	A	110		4220	FIRE	01/16/97	30,044.00	10	0.00	30,044.00
453	3-XYBIX DISPATCH CONSOLES (SDMFA #507)	A	10214		4220	FIRE	01/08/03	23,129.00	5	0.00	23,129.00
475	1988 FEDERAL EMERGENCY ONE / ENGINE #1	A	119	9DBAA83K1037632	4220	FIRE	01/01/89	210,896.63	4	0.00	210,896.63
476	1992 PIERCE ARROW AERIAL ENGINE	A	122	1CA02G4NA000631	4220	FIRE	01/01/91	472,127.25	4	0.00	472,127.25
479	1996 PIERCE LANCE PUMPER TRUCK	A	127	4P1CT02S0TA000458	4220	FIRE	12/12/95	263,419.84	4	0.00	263,419.84
510	2002 FORD F-350 PICKUP TRUCK	A	10139	1FTSF31S82EC96688	4220	FIRE	05/15/02	24,470.40	4	0.00	24,470.40
606	FIRE STATION 92 FURNISHINGS	A	10134		4220	FIRE	04/23/02	20,366.12	10	0.00	20,366.12
613	OFFICE FURNITURE & EQUIPMNT / STATION #1	A	10284		4220	FIRE	01/01/05	67,502.29	10	0.00	67,502.29
								<b>5,108,291.06</b>		<b>2,336,193.00</b>	<b>2,772,098.06</b>



# BOUNTIFUL

City of Beautiful Homes and Gardens

**MAYOR**  
Randy C. Lewis  
**CITY COUNCIL**  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook  
John Marc Knight  
John S. Pitt

**CITY MANAGER**  
Gary R. Hill

## Bountiful City Resolution No. 2016-11

### A Resolution approving the Interlocal Agreement Related to the Transfer of Real Property and the Operation of Fire Stations Between Bountiful City and the South Davis Metro Fire Service Area

#### It is the finding of the Bountiful City Council that:

1. Utah Code § 11-13-201 *et seq.* authorizes Bountiful City and other public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects;
2. Bountiful City has recently entered into an Interlocal Agreement with several cities and Davis County to create the South Davis Metro Fire Service Area;
3. That Interlocal Agreement became effective July 1, 2016, established financial practices and policies and required title to certain parcels of land and other equipment to be transferred from the City to Metro Fire Service Area;
4. In order for the City to make the transfers there are certain matters of access, parking and maintenance that need to be addressed;
5. The City and the Metro Fire Service Area have created an additional Interlocal Agreement to facilitate the transfer of title of the fire stations and related equipment and to address access, parking and maintenance;
6. This additional Interlocal Agreement will become effective upon the date it is signed by the City and the Metro Fire Service Area and does not create a new interlocal entity.
7. This Agreement has been reviewed and approved by the Bountiful City Attorney as required by State law.

Now, therefore, it is hereby resolved by the City Council of Bountiful, Utah, as follows:

**Section 1. Agreement Approved.** The Bountiful City Council hereby accepts and approves the attached Interlocal Agreement Related to Operation of Fire Stations.

**Section 2. Mayor Authorized to Execute.** The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Agreement and any deeds or documents



necessary to transfer ownership of the assets noted in the Agreements between Bountiful City and the South Davis Metro Fire District Area.

**Section 3. Implementation.** The City Manager and other City officials are authorized to perform all acts they deem necessary and appropriate to implement the Agreement.

**Section 4. 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 5. Effective Date.** This Resolution shall become effective immediately upon its passage.

Adopted this 26th day of July, 2016.

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Mayor Randy C. Lewis

**ATTEST:**

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City Recorder Shawna Andrus



# City Council Staff Report



**Subject:** Motorcycle Purchase  
**Author:** Chief Ross  
**Department:** Police Department  
**Date:** July 26, 2016

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## **Background**

The following is a request to approve the purchase of two police motorcycles. Funding for these motorcycles has been approved in our FY 2017 budget.

## **Analysis**

The motorcycles to be purchased are two 2016 BMW 1200 RT-P street motorcycles which will be assigned to the patrol division. The motorcycles are police package equipped and will be purchased from Harrison Eurosports in Sandy who has the state bid BMW contract. The motorcycles will come complete with all emergency lighting. The cost is \$24,984 each for a total of \$49,968. We have \$40,000 budgeted in our capital account and the additional \$9,968 will come from selling two Harley Davidson motorcycles which will easily cover the additional costs.

We also researched Yamaha and Honda police motorcycles. The Yamaha state bid price is \$25,003 and the Honda state bid price is \$25,004. Yamaha and Honda police package motorcycles are only sold in Idaho. There are no Utah dealers.

The following motorcycles will be sold later this fiscal year;

2010 Harley Davidson with approximately 28,000 miles

2010 Harley Davidson with approximately 22,000 miles (this motorcycle has fewer miles due to several repairs)

## **Department Review**

The Police Department and City Manager have reviewed this staff report.

## **Significant Impacts**

Sufficient funds are currently budgeted.

## **Recommendation**

I respectfully request your approval to purchase the low bid BMW motorcycles for \$49,968. Thank you for your time and consideration in this matter.

## **Attachments**

N/A