

# BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, February 28, 2017

**Work Session - 6:00 p.m.**

**Regular Session - 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 all meetings. Deliberations will occur in the 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

### Work Session – 6:00 p.m.

1. East cemetery use discussion – Mr. Paul Rowland p. 3
2. Policy priorities discussion – Mr. Gary Hill

### Regular Session – 7:00 p.m.

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meeting – January 24, 2017 p. 7
3. Council Reports
4. BCYC Report
5. Consider approval of:
  - a. Weekly expenditures > \$1,000 paid January 16, 23, 30, February 6 & 13, 2017 p. 11
  - b. December 2016 Financial Report p. 17
6. Consider preliminary and final plat approval for the Lakewoods Condominiums Plat Amended Units 101-106 at 70 N Main #106, Brian Knowlton, applicant.- Mr. Paul Rowland p. 31
7. Consider preliminary and final site plan approval for an addition to NAPA Auto Parts located at 1415 S. 500 West, Jack Yoho, applicant – Mr. Chad Wilkinson p. 35
8. Consider approval of Resolution 2017-02 authorizing a contract with Davis County to administer the 2017 Bountiful City municipal election – Mr. Gary Hill p. 41
9. Consider approval of the purchase of 71 transformers from Anixter Power Solutions in the amount of \$136,084.90 – Mr. Alan Farnes p. 55
10. Consider approval of the purchase of two service bodies from Mountain States Industrial Supply in the amount of \$64,819 – Mr. Alan Farnes p. 57
11. Consider approval of voluntarily reducing our power plant potential to emit NOx from 100 tons per year to 69 tons per year – Mr. Alan Farnes p. 59
12. Consider approval of the bid from E.T. Technologies to close the plant fuel tank in the amount of \$38,082 – Mr. Alan Farnes p. 63
13. Consider approval of the purchase of four pumps and four motors from Nickerson Company in the amount of \$67,191, and three control panels from Electro Power Utah and installation from ID Electric in the amount of \$37,192 – Mr. Brett Eggett p. 65
14. Consider approval of awarding Hogan Construction the contract for CM/GC services for the Mueller Park Water Treatment Plant upgrade project – Mr. Paul Rowland p. 67
15. Consider approval of an easement release at 325 Maxine Circle and authorizing the Mayor to sign the release document – Mr. Paul Rowland p. 69
16. Consider approval of Amendment No. 1 to the Interlocal Cooperation Agreement for Animal Control Services from Davis County – Chief Tom Ross p. 75
17. Consider approval of Resolution 2017-03 authorizing a franchise agreement with First Digital Telecom – Mr. Clint Drake p. 81
18. Adjourn

  
City Recorder



# City Council Staff Report

**Subject:** East Cemetery Property Use  
and Perpetual Care

**Author:** City Engineer

**Department:** Parks, Cemetery

**Date:** February 28, 2017



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## **Background**

Late last year the City Council purchased approx. eight acres to the east of the City Cemetery for future expansion. The funding for this purchase came from several sources including the Cemetery's Perpetual Care Fund.

Although not required by State Law (as it is for privately-owned cemeteries), a perpetual care fund for the City is extremely desirable to help fund the care of the cemetery once all plots have been sold.

The purchase of the new cemetery property has significantly extended the life of the cemetery and also provides means and time to build the Perpetual Care Fund to a sufficient balance.

In past meetings and at the Council Retreat on February 9<sup>th</sup> the City Council also discussed ways to maximize the life of the cemetery for the residents of Bountiful. Realizing that the time allotted at the Council Retreat on the Feb. 9 for the discussion of the many different cemetery issues was limited, this memo is intended to expand on a small portion of the presentation, and give the Council an opportunity to study the issues prior to discussion at the Feb. 28<sup>th</sup> Study Session.

## **Analysis**

At the retreat we basically covered three subjects:

Using the property for temporary sports fields.

Double depth vs. single depth burials.

Recovery of the Perpetual Care Fund used for the purchase of the property.

## **TEMPORARY SPORTS FIELDS**

This is a topic for another time so it won't be covered here.

## **DOUBLE DEPTH BURIALS AND RECOVERY OF THE PERPETUAL CARE FUND USED FOR THE PURCHASE OF THE PROPERTY.**

Part of the discussion at the retreat centered around the use of double depth burials on the east side property. While the discussion was slightly sidetracked by some of the issues that are a result of double depth burials, they were only operational issues that can and will be addressed, if the double depth option is used, as the east side cemetery is placed into operation. The two real issues that warrant discussion about double depth burials are 1: the impact on the Perpetual Care Fund recovery and 2: the impact on the longevity of a finite resource.

Below is a copy of the Powerpoint slide discussing the Perpetual Care Fund by charging a fee per burial. Remember, the current Perpetual Care contribution is \$100/lot. This calculation only looks at the very simple cost per burial to recover the full \$1,458,000 used for the purchase.

- Increase # of burials by requiring double stacking on the east side  
8,000 plots --→ 16,000 burials

- Increase Perpetual Care Fund Contribution:  
? Increase above current contribution needed to recover the \$1,458,000

$$\begin{aligned} 5,000 \text{ west} + 16,000 \text{ east} &= 21,000 \text{ plots} \\ \$1,458,000 / 21,000 \text{ plots} &= \$70/\text{burial to recover} \\ &= \text{use } \$75 \text{ to cover some inflation} \end{aligned}$$

The calculations above are very simple and, after further analysis, they over estimate the amount intended for the ultimate Perpetual Care Fund balance.

As I look at it, there are four basic combinations of fees that will recover the fund to the balance that it would have been at if no money had been used as part of the property purchase.

Prior to the purchase, the Perpetual Care Fund balance was about \$1,758,000.

If the Perpetual Care Fund contribution of \$100 per lot was originally set at a level that would provide what was considered an adequate Perpetual Care Fund balance when all of the lots had been sold, then it can be expected that the same contribution would be adequate for the east side property also. Working with that assumption, then the expected

ultimate fund balance would be: \$1,758,000 (existing balance)+\$500,000(from remaining west side)+\$800,000 (east side)= **\$3,058,000**

That is the number we need to reach when both the west side and east sides are completed, so today we stand at:

3,058,000	Balance at buildout using \$100 per lot for east and west (ultimate balance)
- 300,000	current fund balance after property purchase
<b>\$2,760,000</b>	<b>needed going forward to reach the ultimate balance</b>

Here are the four options as I see them:

#### OPTION 1

Increase remaining west side  
Require double depth on east side  
Charge per burial on east side and per lot on west side

5,000	west side lots
<u>16,000</u>	east side burials
21,000	lots/burials total

**\$131** per lot west side (increase of \$31/lot on west side)

**\$131** per burial east side (\$262/lot east)

#### OPTION 2

East side single depth  
West side and east side increased to be equal

5,000	west side lots
<u>8,000</u>	east side lots
13,000	total lots

**\$212** per lot west side

**\$212** per lot east side

#### OPTION 3

West side remain at existing \$100 per lot  
Require double depth on east side  
charge per burial on east side and per lot on west side

5,000	west side at \$100/lot= \$500,000
16,000	east side burials

**\$100** per lot west side (same as current)

**\$141** per burial east side (\$283/lot east)

#### OPTION 4

West side remain at existing \$100 per lot  
single depth burials east side

5,000 west side at \$100/lot= \$500,000  
8,000 east side burials

**\$100** per lot west side (same as current)

**\$283** per lot (burial) east side

While all four options recover the perpetual care fund, Options 1 and 2 recognize that the west side of the cemetery ultimately benefits by having the east side added to the cemetery and increases the contribution on the remaining 5,000 west side lots.

Options 3 and 4 keep the west side at the current rate, placing the full impact of the fund recovery on the east side property. The two options are basically the same thing, with only the contribution being charged per burial in Option 3 and per lot in Option 4.

All of the options fully recover the Perpetual Care Fund to the level it would have been at if none of the fund had been used in the purchase of the property. In terms of money, requiring double depth or not still results in a cemetery with a proper reserve fund going forward, if the correct contribution fee is used.

The most important thing that requiring double depth burials on the east side does, is **doubles** the number of possible burials in what is a very finite resource. Doubling the number of possible burials doubles the amount of time that cemetery lots will be available to the citizens of Bountiful.

#### **Department Review**

This memo has been reviewed by the Engineering Department, City Manager and Parks Departments.

#### **Significant Impacts**

Discussion as a result of this memo will lead to decisions that will determine the rates charged for cemetery lots.

#### **Recommendation**

This memo is for discussion and comes with a recommendation for a good complete discussion with direction for the establishment of Perpetual Care Fund contributions.

#### **Attachments**

None

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**Minutes of the  
BOUNTIFUL CITY COUNCIL**

January 24, 2017 – 7:00 p.m.

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Present:	Mayor	Randy Lewis
	Councilmembers	Kendalyn Harris, Richard Higginson, John Marc Knight, John Pitt
	City Manager	Gary Hill
	City Attorney	Clinton Drake
	City Engineer	Paul Rowland
	City Planner	Chad Wilkinson

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Department Directors/Staff:		
	Finance Director	Tyson Beck
	Power Director	Allen Johnson
	Public Works Engineer	Todd Christensen
	Recording Secretary	Nikki Dandurand

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

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**No Work Session**

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**Regular Meeting – 7:00 p.m.**  
**City Council Chambers**

Mayor Lewis called the meeting to order at 7:00 p.m. and welcomed those in attendance. Pete Peterson, Troop 3436, led the Pledge of Allegiance; Chaplain Julia Vernon, Intermountain Homecare & Hospice, gave a prayer.

**APPROVE MINUTES OF PREVIOUS MEETING - JANUARY 10, 2017**

Mayor Lewis presented the minutes as printed. Councilman Higginson moved to approve as printed and Councilman Knight seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting “aye”.

**COUNCIL REPORTS**

Councilwoman Harris welcomed the scouts in attendance. Councilman Pitt thanked the Bountiful Merchants for sponsoring a dinner for the plaza discussion and the Mueller Park Baseball Association for their input at the meeting today. Councilman Knight thanked the Bountiful Emergency Preparedness group, who were on call during the recent storms.

Councilman Pitt recognized State Representative Ray Ward who was in attendance. Mayor Lewis also acknowledged Rep. Ward and stated that he would address the Council and audience

1 shortly.

2  
3 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID JANUARY 2 & 9,**  
4 **2017**

5 Mayor Lewis presented the expenditures and asked for a motion to approve. Councilman  
6 Higginson inquired about the contract with Broken Arrow – the company Bountiful City buys salt  
7 from for the roads. Mr. Paul Rowland responded that Mr. Gary Blowers was ordering more salt this  
8 morning, with another possible order by the end of the month. The money for these purchases has  
9 already been budgeted. Councilman Knight moved to approve the weekly expenditures, and  
10 Councilman Pitt seconded the motion. Voting was unanimous with Councilpersons Harris,  
11 Higginson, Knight and Pitt voting “aye”.

12  
13 Mayor Lewis asked those in attendance what just started on Capitol Hill this week. A few  
14 residents responded that the legislative session is now open. Mayor Lewis then invited Rep. Ray  
15 Ward to the podium to address the Council. Rep. Ward was very grateful to be representing our area  
16 and our City. He stated that there are three major bills he will be lobbying for this session - one for  
17 the opioid epidemic that is hitting the state, a bill that will keep the next state school board vote non-  
18 partisan and a bill for compounding pharmacies to make their prescriptions easier. Rep. Ward also  
19 mentioned there will be several bills, but bills for medical marijuana, a review on the non-compete  
20 laws and the homeless shelter/conditions in Salt Lake City are very prominent. Councilman  
21 Higginson asked about a survey that was conducted and Rep. Ward reported there were about 700  
22 responses. Mayor Lewis and the Council expressed their appreciation and thanks to Rep. Ward for  
23 his time.

24  
25 **CONSIDER APPROVAL OF ORDINANCE 2017-01 AMENDING THE BOUNTIFUL CITY**  
26 **CODE WITH RESPECT TO STORM WATER MANAGEMENT – MR. TODD**  
27 **CHRISTENSEN**

28 Mr. Christensen stated that some of the State’s requirements relating to the City’s Storm  
29 Water Ordinance have changed. Additionally, the current ordinance refers to a State Construction  
30 Permit that is now outdated. Below is a summary of the proposed changes:

- 31 • Allowed discharges of material used in fire-fighting activities such as foam is
- 32 limited to “emergency” fire-fighting (not practice);
- 33 • Allowing a waiver of requirements for construction sites for short-duration projects;
- 34 • Removing references to a State construction general permit which has now
- 35 expired, and instead referring to the “current” construction general permit.

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37 Councilwoman Harris moved to approve Resolution 2017-01, and Councilman Higginson  
38 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt  
39 voting “aye”.

40  
41 **CONSIDER APPROVAL OF THE APPOINTMENTS OF MR. LOWELL LEISHMAN, MRS.**  
42 **SHERYL ALLEN AND MR. BOYD FISHER TO THE VETERANS MEMORIAL**  
43 **LOCATION COMMITTEE – MAYOR RANDY LEWIS**

44 Mr. Gary Hill stated that on December 13, 2016, the Council approved forming a committee  
45 for a veteran’s memorial. Under that direction from the Council, four people have been named to  
46 include those listed and also Mr. James Bromley. Councilman Higginson moved to approve those



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

3  
4 **CONSIDER APPROVAL OF THE PURCHASE OF TWO 2017 FORD 350 DIESEL SUPER**  
5 **CAB 4X4 AND CHASSIS FROM LARRY H. MILLER FORD IN THE TOTAL AMOUNT OF**  
6 **\$79,708.76 - MR. ALLEN JOHNSON**

7 Mr. Johnson stated the Light & Power Department Fiscal Year 2016-17 budget includes the  
8 purchase of two (2) service utility trucks that will be used by line crews and technicians. One truck  
9 will replace Unit 5051, the current on-call vehicle which is a 2008 Ford F-350 4X4 crew cab. This  
10 vehicle is taken home by on-call employees and is used to respond to any emergency call outs. It is  
11 equipped with tools and materials needed for emergencies. The other vehicle will replace Unit 5035  
12 which is a 1999 Ford F-350 4X4 technician truck. This vehicle transports technicians, material, and  
13 equipment to maintain our substation and generation facilities. Mr. Johnson stated to the Council  
14 that the Power Commission recommended the local bid and staff recommends the lowest bids, which  
15 are two different companies. Councilwoman Harris made a motion to approve the lowest bid  
16 purchase with Larry H. Miller, Councilman Higginson seconded the motion. Councilman Pitt stated  
17 that if there are two different policies for purchasing, perhaps they should look into the differences.  
18 Mr. Clint Drake verified that there is only one policy; it just varies with preference. Councilwoman  
19 Harris stated normally we would support local, but this purchase goes with the low bid. Councilman  
20 Higginson made a motion to withdraw his 2<sup>nd</sup> motion and asked what the technical language is and  
21 should we be worried about a five hundred dollar difference. Mr. Clint Drake answered that the city  
22 does not pay taxes, so there is no additional cost difference. Councilman Higginson made another  
23 second motion to the first motion by Councilwoman Harris. Councilman Knight asked what will be  
24 done with the two vehicles that are getting replaced. Mr. Johnson stated they will be auctioned off as  
25 soon as possible. Councilman Pitt added that he appreciates the local bid. Mayor Lewis asked for  
26 the final vote. Councilpersons Harris, Higginson and Pitt voted “aye”, Councilman Knight voted  
27 “nay.” The purchase was approved with a 3-1 vote. Mr. Johnson noted that staff would have liked  
28 the local option as well, but needed to follow policy.

29  
30 **CONSIDER APPROVAL OF THE QUOTE FROM CACHE VALLEY ELECTRIC FOR THE**  
31 **REBUILD OF THE TRANSMISSION LINE ON 300 SOUTH BETWEEN DAVIS**  
32 **BOULEVARD AND MOSS HILL DRIVE IN THE AMOUNT OF \$94,435 – MR. ALLEN**  
33 **JOHNSON**

34 Mr. Johnson stated that a section of the transmission line on 300 South between Davis  
35 Boulevard and Moss Hill Drive is in need of a rebuild. At this time there are no plans to reconstruct  
36 this line or to install steel poles, and just the wood poles and insulators will be replaced. To rebuild  
37 this section of line, a Line Construction Contractor will be hired to do the work with materials  
38 previously purchased, so the bid amount is just for labor. Councilman Higginson made a motion  
39 approve the purchase, Councilman Knight seconded the motion. Voting was unanimous with  
40 Councilpersons Harris, Higginson, Knight and Pitt voting “aye”.

41  
42 **CONSIDER APPROVAL OF THE PURCHASE OF 54 WOOD POLES TO PUT INTO**  
43 **INVENTORY FROM MCFARLAND CASCADE IN THE AMOUNT OF \$78,591 – MR.**  
44 **ALLEN JOHNSON**

45 Mr. Johnson stated our inventory of power poles is running low. The 65-75 foot poles will be  
46 used to replace rotting transmission poles scheduled for March. The remaining poles will be used for

1 maintenance and future construction projects throughout the City. Mr. Johnson also noted that this is  
2 a single source purchase. Councilman Knight made a motion to approve the purchase and  
3 Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris,  
4 Higginson, Knight and Pitt voting “aye”.

5  
6 Mayor Lewis addressed the audience that a lot has been going on the in City, most recently all  
7 the snow and weather conditions. There should be a lot of praise for the Street Department and the  
8 long hours they are putting in to clear our roads. Mayor Lewis asked if anyone knew how many  
9 miles of road there are in Bountiful and said that by the time the streets are plowed, both ways, it is  
10 over 300 miles which is equivalent to driving to St. George, UT.

11  
12 **ADJOURN TO A CLOSED SESSION TO DISCUSS THE ACQUISITION OR SALE OF**  
13 **REAL PROPERTY, PENDING LITIGATION AND/OR TO DISCUSS THE CHARACTER**  
14 **AND/OR COMPETENCY OF AN INDIVIDUAL(S) (UTAH CODE §52-4-205)**

15 Councilman Knight made a motion to adjourn to a closed session to discuss the acquisition or  
16 sale of real property, pending litigation and/or to discuss the character and/or competency of an  
17 individual(s) (Utah Code §52-4-205), and Councilman Higginson seconded the motion. The motion  
18 was approved with a roll call vote from all Councilmembers as “aye.” The regular session of the City  
19 Council was adjourned at 7:35 p.m.

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*Mayor Randy Lewis*

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*City Recorder*

*Attendees in Closed Session (Planning Commission Room):*

*Mayor Randy Lewis*  
*Councilmembers Harris, Higginson, Knight and Pitt*  
*Gary Hill, City Manager*  
*Clint Drake, City Attorney*  
*Chad Wilkinson, City Planner*  
*Paul Rowland, City Engineer*

# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000.00 paid  
January 16, 23 & 30 and February 6 & 13, 2017

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** February 22, 2017



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## **Background**

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.00.

Payments for invoices affecting only revenue or balance sheet accounts are not included. Such payments include: those to acquire additions to inventories, salaries and wages, the remittance of payroll withholdings and taxes, employee benefits, utility deposits, construction retention, customer credit balance refunds, and performance bond refunds. Credit memos or return amounts are also 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 the attached expenditures.

## **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid January 16, 23 & 30 and February 6 & 13, 2017.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid January 16, 2017**

<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>
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	\$ 40,647.02	194345	22998	Road Salt
1540	CACHE VALLEY ELECTRIC	Light & Power	53.5300.474780.	CIP 08 Dist Sub SW Sub	97,290.86	194346	12-186747	Application #6 PO# 18045
1610	CENTRAL GLASS CO INC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,352.00	194349	02971277	Amsco Studio Tempered Glass, Supplies & Labor
2223	FREEDOM TRUCK & TRAIN	Streets	10.4410.425000.	Equip Supplies & Maint	1,516.60	194362	146408	Fork-Shift/ Kit Seal/ Shaft Input/Power Divider/
2257	GARD SPECIALISTS CO	Parks	10.4510.425000.	Equip Supplies & Maint	1,242.00	194363	99606	Drill Bits/ Screws/ Bolts/ Washers
2607	INTERMOUNTAIN BOBCAT	Streets	10.4410.425000.	Equip Supplies & Maint	3,905.00	194372	P00007	Protection Plus// Extended Warranty
2765	JP ELECTRICAL, LC	Parks	45.4510.473100.	Improv Other Than Bldgs	3,813.00	194382	14984	400amp servie & panel to Bountiful Park Stage
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	1,478.08	194385	343549	Gravel
4844	LEGACY EQUIPMENT	Streets	10.4410.425000.	Equip Supplies & Maint	1,014.11	194387	77835	Brooms
6326	LEXIPOL, LLC	Police	10.4210.445100.	Public Safety Supplies	7,785.00	194388	19231	Law Enforcement Manual Update
3328	NOVOTX, L.L.C.	Water	51.5100.431000.	Profess & Tech Services	8,450.00	194397	1283a	Second Half of Balance now Completed
5553	PURCELL TIRE AND SERV	Streets	10.4410.425000.	Equip Supplies & Maint	2,220.90	194401	2847108	Tire Service
3731	RMT EQUIPMENT	Cemetery	59.5900.425000.	Equip Supplies & Maint	1,797.38	194408	S64044	Parts/ Service
3731	RMT EQUIPMENT	Cemetery	59.5900.425000.	Equip Supplies & Maint	4,081.87	194408	S64043	Parts/Service/Labor
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,661.60	194424	0252782	Fuel
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	10,253.32	194424	0252824	Fuel
4450	VERIZON WIRELESS	Light & Power	53.5300.448641.	Communication Equipment	1,919.92	194431	9777870225	Acct# 371517689-00001
<b>TOTAL:</b>					<u>\$ 190,428.66</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid January 23, 2017**

<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>
3863	SCOFFIELD, BRETT	Police	10.4210.415000.	Employee Education Reimb	\$ 1,113.00	194527	01162017	Tuition
4341	UTAH ASSOCIATED MUNICIPAL	Light & Power	53.5300.448621.	Power Purch IPP	1,291.48	194548	01242017	Jan 2017 pmyt for Power Resources
2244	GADES SALES CO., INC	Streets	10.4410.441300.	Street Signs	1,364.00	194474	0070259-IN	Vehicle Signals and Signs
3790	RURAL WATER ASSOC	Water	51.5100.423000.	Travel & Training	1,430.00	194523	760	Membership Renewal
3790	RURAL WATER ASSOC	Water	51.5100.423000.	Travel & Training	1,560.00	194523	1796251-98645472	2017 RWAU Annual Conference
3045	MCCOMB, KENT	Golf Course	55.5500.423000.	Travel & Training	1,773.37	194498	01232017	Utah Section PGA Conference/ Travel & Training
1944	DIAMANT ENVIRONMENTAL	Legislative	45.4110.472100.	Buildings	1,850.00	194469	01232017	Asbestos Sampling for City Hall Project/Stoker
3633	RADWELL INTERNATIONAL	Light & Power	53.5300.448628.	Pineview Hydro	1,869.15	194517	INV2694195	Power Supply
4357	UTAH COMMUNICATIONS	Police	10.4210.425200.	Communication Equip Maint	2,394.75	194549	62703	Monthly Radio Service
1596	CATE RENTAL & SALES	Streets	10.4410.425000.	Equip Supplies & Maint	2,652.60	194462	Z17921	Parts
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,485.20	194441	54B94217	Tree Trimming
3549	PREMIER VEHICLE INST	Police	10.4210.425430.	Service & Parts	3,546.82	194515	22229	Parts and Service for Police Vehicle Vin# 319649
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,746.50	194441	54B94117	Tree Trimming
4051	STATE OF UTAH	Landfill	57.5700.431300.	Environmental Monitoring	3,850.00	194535	01192016	Annual Solid Waste Fees
5358	STOTZ EQUIPMENT	Parks	45.4510.474500.	Machinery & Equipment	3,970.59	194536	E02585	Lely Spreader
3105	MHL SYSTEMS	Streets	10.4410.425000.	Equip Supplies & Maint	4,120.80	194499	17-13395	Replacement Blet on Conveyor
8468	MACDONALD EQUIPMENT	Streets	10.4410.425000.	Equip Supplies & Maint	7,139.96	194496	C57066	Replacement belt for Conveyor
4118	SURVALENT TECHNOLOGY	Light & Power	53.5300.448640.	SCADA	11,475.00	194537	D30824	Annual Software Support
5358	STOTZ EQUIPMENT	Parks	45.4510.474500.	Machinery & Equipment	17,999.14	194536	E02586	John Deere Tractor
8092	PERFORMANCE CHRYSLER	Police	45.4210.474500.	Machinery & Equipment	24,235.62	194512	Deal# 127684	Vin# 2C3CDXKTX HH529551
5429	PERFORMANCE FORD LINCOLN	Police	45.4210.474500.	Machinery & Equipment	55,623.00	194514	Deal# 128273 &128274	Vin# HGB54564, & #H5267421
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448622.	Power Purch San Juan	163,860.93	194548	01242017	Jan 2017 pmyt for Power Resources
4341	UTAH ASSOCIATED MUNICIPAL	Light & Power	53.5300.448620.	Power Purch CRSP	371,785.38	194548	01242017	Jan 2017 pmyt for Power Resources
4341	UTAH ASSOCIATED MUNICIPAL	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool, etc)	610,443.96	194548	01242017	Jan 2017 pmyt for Power Resources
<b>TOTAL:</b>					<u>\$ 1,302,581.25</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00**

**Paid January 30, 2017**

<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>
5000	U.S. BANK CORPORATE	Engineering	10.4450.423000.	Travel & Training	\$ 1,150.00	194670	01102017PR	Acct # -8851
8478	ANDAX INDUSTRIES, LLC	Light & Power	53.5300.448632.	Distribution	1,165.00	194565	111297	Transformer Bags
2244	GADES SALES CO., INC	Streets	10.4410.441300.	Street Signs	1,200.00	194604	0070335-IN	Astro Brackets
2030	EATON SALES & SERVICE	Streets	10.4410.426000.	Bldg & Grnd Suppl & Maint	1,226.46	194595	3095854-IN	Service
5000	U.S. BANK CORPORATE	Liability Insurance	63.6300.451150.	Liability Claims/Deductible	1,280.77	194670	01102017CD	Acct # - 8851
4331	USA BLUE BOOK (DBA)	Water	51.5100.448000.	Operating Supplies	1,347.49	194672	150761	Pressure Monitor/ Pumphouse
2350	GREEN SOURCE, L.L.C.	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,371.10	194607	11720	20-3-4 Fert +PEWC// 18-24-12 Starter
4495	WARNER TRUCK CENTER	Streets	10.4410.425000.	Equip Supplies & Maint	1,584.00	194677	X101041702:01	Floor Mats/ Air Freshner
2719	JMR CONSTRUCTION INC	Cemetery	59.5900.473100.	Improv Other Than Bldgs	1,856.34	194619	01242017	Monthly Payment
2098	ERM-WEST, INC.	Landfill	57.5700.431300.	Environmental Monitoring	2,250.00	194598	18805	106WE16Landfill 5 yr Arsenic GWPS
2244	GADES SALES CO., INC	Streets	10.4410.441300.	Street Signs	2,469.74	194604	0070323-IN	Push Button for Crosswalk
2719	JMR CONSTRUCTION INC	Water	51.5100.461300.	Street Opening Expense	2,717.55	194619	01242017	Monthly Payment
5000	U.S. BANK CORPORATE	Police	10.4210.445100.	Public Safety Supplies	2,809.23	194670	01102017DE	Acct # - 8851
5000	U.S. BANK CORPORATE	Legislative	10.4110.461000.	Miscellaneous Expense	2,950.00	194670	01102017GH	Acct # - 8851
5000	U.S. BANK CORPORATE	Computer Maintenance	61.6100.429300.	Computer Hardware	3,032.86	194670	01102017AW	Acct # - 8851
5000	U.S. BANK CORPORATE	Legislative	10.4110.492050.	Contr-Youth City Council	3,132.00	194670	01102017GH	Acct # - 8851
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,578.45	194579	01222017	Acct# 801-578-0401 452B
2719	JMR CONSTRUCTION INC	Light & Power	53.5300.448632.	Distribution	4,767.48	194619	01242017	Monthly Payment
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	194567	54N25717	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	194567	54N25817	Tree Trimming
2334	GRAINGER, INC	Light & Power	53.5300.448636.	Special Equipment	7,920.00	194606	9335400116	Fluke Analyzer
7803	J-U-B ENGINEERS, INC	Water	51.5100.472100.	Buildings	8,223.63	194617	0106224	Bountiful Water Treatment Plant/ Proj #83-16-044
7803	J-U-B ENGINEERS, INC	Water	51.5100.472100.	Buildings	9,993.48	194617	0106226	Bountiful Water Treatment Plant/ Project#83-16-044
2799	KELLERSTRASS ENTERPRISE	Streets	10.4410.425000.	Equip Supplies & Maint	13,297.07	194620	827991	Fuel Purchase
2719	JMR CONSTRUCTION INC	Storm Water	49.4900.441250.	Storm Drain Maintenance	13,582.01	194619	01242017	Monthly Payment
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	14,641.22	194666	0253415	Fuel
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	20,272.07	194573	23231	Road Salt
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	22,734.92	194619	01242017	Monthly Payment
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	30,618.61	194573	23319	Road Salt
8028	CRACAR CONSTRUCTION	Parks	45.4510.473100.	Improv Other Than Bldgs	52,064.49	194586	01262017	Application #6 Job #1806
<b>TOTAL:</b>					<u>\$ 243,516.77</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00**

**Paid February 6, 2017**

<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>
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,826.84	194687	54Z67617	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,931.36	194687	54Z67517	Tree Trimming
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	20,454.12	194696	23596	Road Salt
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	40,815.49	194696	23430	Road Salt
1602	CDW GOVERNMENT, INC.	Light & Power	53.5300.461000.	Miscellaneous Expense	1,673.36	194699	GQV2072	Acer Tablets
1920	DELCO WESTERN	Police	45.4210.474500.	Machinery & Equipment	8,009.52	194706	270018	Fountain Repairs
6329	DIALIGHT CORPORATION	Streets	10.4410.441300.	Street Signs	1,998.82	194707	165617	12" Signal Modules
2223	FREEDOM TRUCK & TRAIN	Streets	10.4410.425000.	Equip Supplies & Maint	1,854.28	194715	147401	Parts for forward tandem axle/ Snow Plow
2244	GADES SALES CO., INC	Streets	10.4410.441300.	Street Signs	2,940.00	194716	0070418-IN	5 Sec Head Cluster
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	194728	SLC02170186	Cust # 132037
8483	LARRY H MILLER COLLISION	Liability Insurance	63.6300.451150.	Liability Claims/Deductible	7,980.33	194731	02012017	Vehicle Accident Claim for Eden
3103	METRO GRAPHICS, LLC	Legislative	10.4110.422000.	Public Notices	1,800.00	194734	3720	Quearly Newsletter
3105	MHL SYSTEMS	Streets	10.4410.425000.	Equip Supplies & Maint	5,002.20	194735	17-13423	Plow Parts
3271	NETWIZE	Information Technology	10.4136.431000.	Profess & Tech Services	2,025.00	194743	NW10074	Firewall Analysis
5281	QUESTAR GAS COMPANY	Streets	10.4410.427000.	Utilities	1,409.97	194753	02012017G	Acct # 2493910000
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.424002.	Office & Warehouse	1,567.29	194753	02012017D	Acct # 1067495449
5281	QUESTAR GAS COMPANY	Sanitation	58.5800.427000.	Utilities	1,686.52	194753	02012017F	Acct # 2893910000
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448613.	Plant	1,964.15	194753	02012017D	Acct # 1067495449
5281	QUESTAR GAS COMPANY	Water	51.5100.427000.	Utilities	2,165.45	194753	02012017B	Acct# 9591363682
5281	QUESTAR GAS COMPANY	Streets	10.4410.427000.	Utilities	2,172.35	194753	02012017E	Acct # 3893910000
5281	QUESTAR GAS COMPANY	Police	10.4210.427000.	Utilities	2,626.41	194753	02012017A	Acct# 3401140000
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448611.	Natural Gas	10,160.96	194753	02012017C	Acct # 6056810000
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.448614.	Plant Equipment Repairs	5,865.00	194759	AFS19000369	3Xborscope inspections
4357	UTAH COMMUNICATIONS	Police	10.4210.425200.	Communication Equip Maint	2,394.75	194768	63044	Dec 2016 Radio Services
4450	VERIZON WIRELESS	Police	10.4210.428000.	Telephone Expense	1,045.05	194773	9779153018	Acct# 771440923-00001
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	194773	9779153018	Acct# 771440923-00001
<b>TOTAL:</b>					<u>\$ 140,624.89</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid February 13, 2017**

<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	32,484.45	194777	02012017	January 2017 Recycling Services	
1211	ASPHALT MATERIALS INC	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,067.80	194782	73044	Patching	
1211	ASPHALT MATERIALS INC	Water	51.5100.461300.	Street Opening Expense	1,190.00	194782	72958	Asphalt for Patching	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,513.28	194783	56L44117	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,009.75	194783	55P82517	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	194783	55P82617	Tree Trimming	
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	194783	56I09417	Tree Trimming	
8522	DUNN ASSOCIATES, INC	Legislative	45.4110.472100.	Buildings	1,200.00	194816	17191	Engineering Services for Plaza & City Hall	
5067	E-ONE, INC.	Streets	10.4410.425000.	Equip Supplies & Maint	1,037.48	194817	SLS/10394211	Air Dryer for Fire Engine	
8138	ENTELEN DESIGN-BUILD	Redevelopment Agency	73.7300.426100.	Special Projects	18,579.16	194819	02072017	Construction Bond Payment #4	
2144	FATPOT TECHNOLOGIES	Police	10.4210.425500.	Terminal Maint & Queries	62,000.00	194821	FPINV16864	CADfusion/Police RMS/GPS Mapping/Software	
2334	GRAINGER, INC	Water	51.5100.428000.	Telephone Expense	1,649.48	194831	9343480001	Tools	
8524	HARWOOD MECHANICAL	Enhanced 911	10.4219.428000.	Telephone Expense	6,790.00	194835	2812	Split System Change Out/ Project 168033	
2562	HYDRO SPECIALTIES CO	Water	51.5100.448650.	Meters	1,176.00	194843	19154	Metering	
2562	HYDRO SPECIALTIES CO	Water	51.5100.448650.	Meters	11,520.00	194843	19153	Metering	
4844	LEGACY EQUIPMENT	Streets	10.4410.425000.	Equip Supplies & Maint	1,343.48	194856	77756	Lift Cylinders for Snow Plow	
3018	MARQUEE BODY & PAINT	Liability Insurance	63.6300.451150.	Liability Claims/Deductible	1,996.68	194861	02072016	Accident Repair- Claim Nelson	
6330	MGB+A INC	Parks	45.4510.473100.	Improv Other Than Bldgs	6,252.00	194864	2016-221	Project # 15-106	
3105	MHL SYSTEMS	Parks	10.4510.425000.	Equip Supplies & Maint	1,257.46	194865	17-13459	Plow Parts	
6010	NOBLE INDUSTRIAL SUPPLY	Streets	10.4410.425000.	Equip Supplies & Maint	4,299.16	194875	SI-116398	Asphalt Remover	
5429	PERFORMANCE FORD LINCOLN	Police	45.4210.474500.	Machinery & Equipment	24,235.62	194881	HH529550	Deal #129533 Vin# 2C3CDXKT8HH529550	
3862	SCHWEITZER ENGINEERING	Light & Power	53.5300.423000.	Travel & Training	1,725.00	194898	INV-000117738	Training Sel PROT for Kris Burningham	
3862	SCHWEITZER ENGINEERING	Light & Power	53.5300.423000.	Travel & Training	1,725.00	194898	INV-000117745	Training Sel PROT for Ken Tuttle	
3862	SCHWEITZER ENGINEERING	Light & Power	53.5300.423000.	Travel & Training	1,725.00	194898	INV-000117746	Training Sel PROT for Tom Sorrells	
3862	SCHWEITZER ENGINEERING	Light & Power	53.5300.448639.	Substation	6,430.00	194898	INV-000117855	Controller SEL 3530	
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,332.25	194917	1407725	Chlorine	
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,333.65	194920	0253961	Oil, Grease, & Washer Fluid	
8521	TYR TACTICAL, LLC	Police	10.4210.445100.	Public Safety Supplies	2,091.20	194925	2029082	Police Equipment	
5095	UTAH DEPARTMENT OF HEALTH	Water	51.5100.431000.	Profess & Tech Services	1,033.80	194930	17L000000001037	Lab Fees	
8518	VCBO ARCHITECTURE	Redevelopment Agency	73.7300.426100.	Special Projects	16,875.00	194935	2	Architural Fee Payment # 2	
8518	VCBO ARCHITECTURE	Redevelopment Agency	73.7300.426100.	Special Projects	19,687.50	194935	1-REVISED	Architural Payment # 1 for City Center Plaza	
8518	VCBO ARCHITECTURE	Legislative	45.4110.472100.	Buildings	57,750.00	194935	1-REVISED	Architecture Payment #1 for City Hall	
8325	WESTERN WATER WORKS	Water	51.5100.474500.	Machinery & Equipment	25,216.48	194939	438149-00	Tap Machine	
<b>TOTAL:</b>					<u>\$ 335,807.48</u>				



# City Council Staff Report

**Subject:** December 2016 Financial Reports  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** February 28, 2017



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## **Background**

These reports include summary revenue, expense, and budget information for all of the City's funds. Both revenues and expenses, including capital outlay, have been included. These financials are presented to the City Council for review.

## **Analysis**

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Beginning with this December 2016 report, additional revenue and expenditure/expense reports are provided that give comparative revenue and expenditure/expense data for December 2016 to the past three fiscal YTD periods through December.

## **Department Review**

These reports were prepared and reviewed by the Finance Department.

## **Significant Impacts**

The FY2017 budget portion of these reports is the originally adopted FY2017 budget, approved by the City Council in June of 2016.

## **Recommendation**

Council should review the attached revenue, expense, and budget reports.

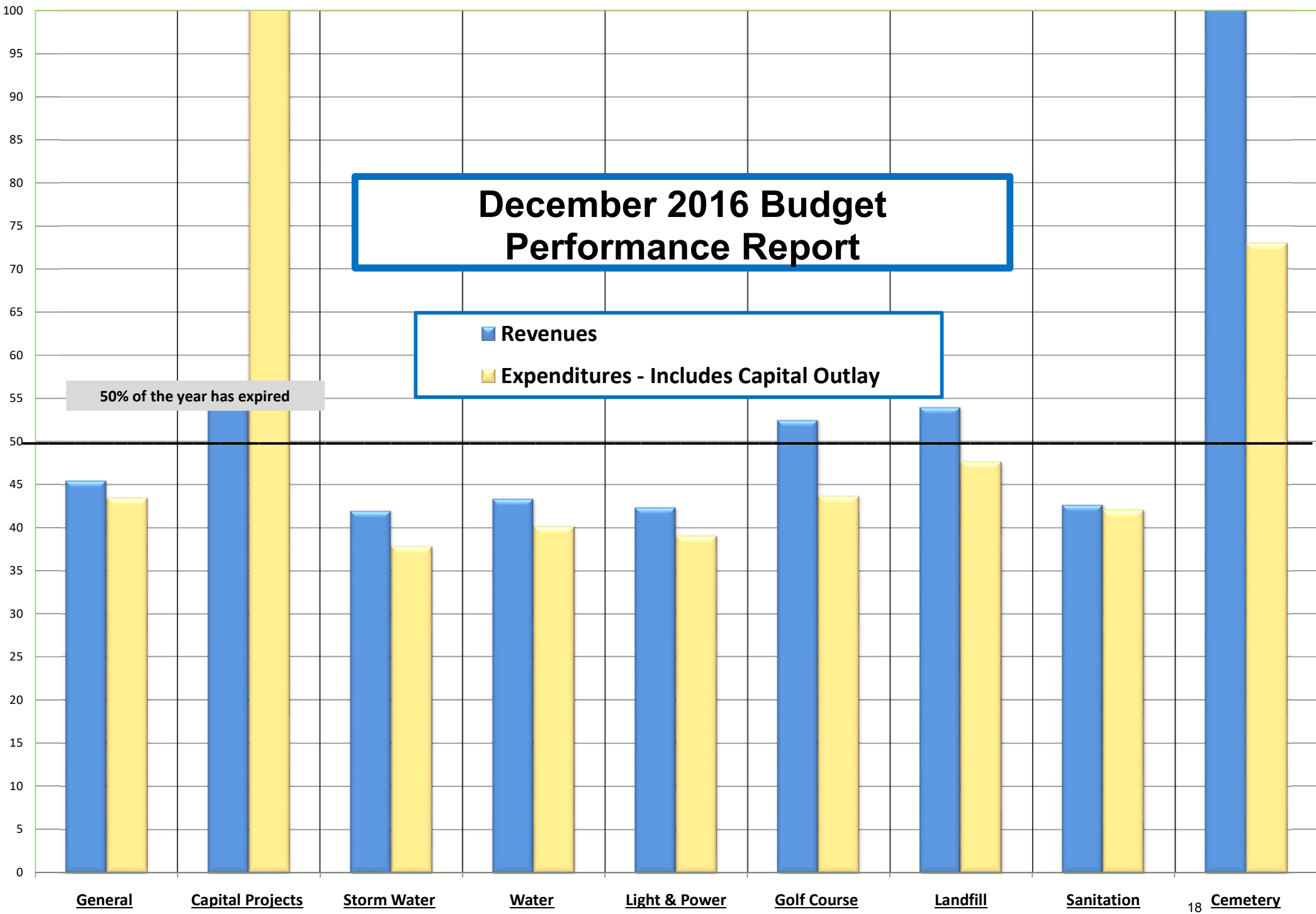
## **Attachments**

- December 2016 Fiscal YTD Revenue & Expense Report – FY2017

# December 2016 Budget Performance Report

■ Revenues  
■ Expenditures - Includes Capital Outlay

50% of the year has expired



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City of Bountiful, UT  
DECEMBER 2016 YTD REVENUES - FY2017

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FOR 2017 06

JOURNAL DETAIL 2017 1 TO 2017 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-16,629,878	-16,629,878	-7,576,432.10	-2,466,721.04	.00	-9,053,445.90	45.6%
30 DEBT SERVICE	-248,900	-248,900	-360.17	5.87	.00	-248,539.83	.1%
44 MUNICIPAL BUILDING AUTHORITY	-208,777	-208,777	-170,707.13	-239.53	.00	-38,069.87	81.8%
45 CAPITAL IMPROVEMENT	-6,373,560	-6,373,560	-3,544,093.92	-278,687.04	.00	-2,829,466.08	55.6%
48 RECYCLING	-418,250	-418,250	-172,670.35	-35,035.18	.00	-245,579.65	41.3%
49 STORM WATER	-1,375,404	-1,375,404	-578,912.51	-116,800.85	.00	-796,491.49	42.1%
51 WATER	-5,314,960	-5,314,960	-2,310,069.72	-346,007.09	.00	-3,004,890.28	43.5%
53 LIGHT & POWER	-29,670,903	-29,670,903	-12,614,573.35	-2,020,308.58	.00	-17,056,329.65	42.5%
55 GOLF COURSE	-1,614,578	-1,614,578	-849,136.28	-21,114.03	.00	-765,441.72	52.6%
57 LANDFILL	-1,224,964	-1,224,964	-662,121.98	-91,536.70	.00	-562,842.02	54.1%
58 SANITATION	-1,016,572	-1,016,572	-435,114.42	-91,110.23	.00	-581,457.58	42.8%
59 CEMETERY	-499,252	-499,252	-4,314,300.06	-59,229.51	.00	3,815,048.06	864.2%
61 COMPUTER MAINTENANCE	-38,619	-38,619	-38,598.68	-77.19	.00	-20.32	99.9%
63 LIABILITY INSURANCE	-528,054	-528,054	-362,820.38	-3,961.96	.00	-165,233.62	68.7%
64 WORKERS' COMP INSURANCE	-278,836	-278,836	-129,596.17	-24,800.59	.00	-149,239.83	46.5%
72 RDA REVOLVING LOAN FUND	-294,945	-294,945	-525,279.77	-13,004.48	.00	230,334.77	178.1%
73 REDEVELOPMENT AGENCY	-3,117,953	-3,117,953	-21,770.80	-7,060.14	.00	-3,096,182.20	.7%
74 CEMETERY PERPETUAL CARE	0	0	-24,877.73	-3,172.04	.00	24,877.73	100.0%
78 LANDFILL TRUST	0	0	-4,379.95	-798.77	.00	4,379.95	100.0%
83 RAP TAX	-451,000	-451,000	-171,187.35	-37,844.23	.00	-279,812.65	38.0%
92 OPEB TRUST	0	0	-1,308.71	39.02	.00	1,308.71	100.0%
99 INVESTMENT	0	0	426,014.23	90,297.76	.00	-426,014.23	100.0%
GRAND TOTAL	-69,305,405	-69,305,405	-34,082,297.30	-5,527,166.53	.00	-35,223,107.70	49.2%

\*\* END OF REPORT - Generated by Tyson Beck \*\*

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City of Bountiful, UT  
DECEMBER 2016 YTD EXPENSES - FY2017

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FOR 2017 06

JOURNAL DETAIL 2017 1 TO 2017 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>10 GENERAL FUND</b>							
4110 Legislative	646,469	646,469	264,559.84	60,770.39	.00	381,909.16	40.9%
4120 Legal	457,235	457,235	135,653.10	23,251.36	.00	321,581.90	29.7%
4130 Executive	168,967	168,967	69,918.82	16,008.45	.00	99,048.18	41.4%
4134 Human Resources	133,664	133,664	62,873.06	11,296.70	.00	70,790.94	47.0%
4136 Information Technology	400,586	400,586	192,686.49	40,122.19	.00	207,899.51	48.1%
4140 Finance	403,479	403,479	187,011.63	31,449.14	.00	216,467.37	46.3%
4143 Treasury	295,694	295,694	105,570.67	7,612.50	.00	190,123.33	35.7%
4160 Government Buildings	131,695	131,695	70,204.24	9,412.21	.00	61,490.76	53.3%
4210 Police	5,961,923	5,961,923	2,587,689.20	443,699.53	.00	3,374,233.80	43.4%
4215 Reserve Officers	43,562	43,562	2,804.20	601.82	.00	40,757.80	6.4%
4216 Crossing Guards	143,649	143,649	60,622.72	13,322.11	.00	83,026.28	42.2%
4217 PROS	314,723	314,723	155,600.46	26,435.86	.00	159,122.54	49.4%
4218 Liquor Control	51,700	51,700	13,005.43	1,366.14	.00	38,694.57	25.2%
4219 Enhanced 911	595,000	595,000	264,160.27	44,365.05	.00	330,839.73	44.4%
4220 Fire	2,098,000	2,098,000	1,035,353.56	.00	.00	1,062,646.44	49.3%
4410 Streets	3,135,085	3,135,085	1,285,024.62	237,580.18	.00	1,850,060.38	41.0%
4450 Engineering	653,211	653,211	285,540.15	58,958.61	.00	367,670.85	43.7%
4510 Parks	914,287	914,287	436,289.44	64,818.34	.00	477,997.56	47.7%
4610 Planning	222,251	222,251	98,720.46	17,210.29	.00	123,530.54	44.4%
TOTAL GENERAL FUND	16,771,180	16,771,180	7,313,288.36	1,108,280.87	.00	9,457,891.64	43.6%
<b>30 DEBT SERVICE</b>							
4710 Debt Sevice	248,900	248,900	261,567.30	4,399.81	.00	-12,667.30	105.1%
TOTAL DEBT SERVICE	248,900	248,900	261,567.30	4,399.81	.00	-12,667.30	105.1%
<b>44 MUNICIPAL BUILDING AUTHORITY</b>							
4110 Legislative	208,777	208,777	241.36	7.11	.00	208,535.64	.1%
4400 Municipal Building Authority	0	0	650,000.00	.00	.00	-650,000.00	100.0%
TOTAL MUNICIPAL BUILDING AUTHORITY	208,777	208,777	650,241.36	7.11	.00	-441,464.36	311.5%
<b>45 CAPITAL IMPROVEMENT</b>							

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City of Bountiful, UT  
DECEMBER 2016 YTD EXPENSES - FY2017

P 2  
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FOR 2017 06

JOURNAL DETAIL 2017 1 TO 2017 13

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4100	Non-Departmental	0	0	8,812.62	1,315.53	.00	-8,812.62	100.0%
4110	Legislative	950,000	950,000	4,036,343.28	.00	.00	-3,086,343.28	424.9%
4130	Executive	0	0	3,694.29	.00	.00	-3,694.29	100.0%
4136	Information Technology	55,000	55,000	21,756.73	.00	.00	33,243.27	39.6%
4160	Government Buildings	25,000	25,000	.00	.00	.00	25,000.00	.0%
4210	Police	532,000	532,000	77,587.84	2,137.00	.00	454,412.16	14.6%
4410	Streets	1,461,560	1,461,560	652,782.49	.00	.00	808,777.51	44.7%
4510	Parks	3,250,000	3,250,000	1,895,831.98	408,400.96	.00	1,354,168.02	58.3%
	TOTAL CAPITAL IMPROVEMENT	6,273,560	6,273,560	6,696,809.23	411,853.49	.00	-423,249.23	106.7%
<hr/>								
48	RECYCLING							
4800	Recycling	418,250	418,250	167,247.73	33,079.01	.00	251,002.27	40.0%
	TOTAL RECYCLING	418,250	418,250	167,247.73	33,079.01	.00	251,002.27	40.0%
<hr/>								
49	STORM WATER							
4900	Storm Water	1,375,403	1,375,403	522,268.62	50,146.26	.00	853,134.38	38.0%
	TOTAL STORM WATER	1,375,403	1,375,403	522,268.62	50,146.26	.00	853,134.38	38.0%
<hr/>								
51	WATER							
5100	Water	5,314,961	5,314,961	2,143,227.31	576,716.33	.00	3,171,733.69	40.3%
	TOTAL WATER	5,314,961	5,314,961	2,143,227.31	576,716.33	.00	3,171,733.69	40.3%
<hr/>								
53	LIGHT & POWER							
5300	Light & Power	29,670,903	29,670,903	11,638,467.39	1,840,540.96	.00	18,032,435.61	39.2%
	TOTAL LIGHT & POWER	29,670,903	29,670,903	11,638,467.39	1,840,540.96	.00	18,032,435.61	39.2%
<hr/>								
55	GOLF COURSE							

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City of Bountiful, UT  
DECEMBER 2016 YTD EXPENSES - FY2017

P 3  
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FOR 2017 06		JOURNAL DETAIL 2017 1 TO 2017 13						
55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,614,577	1,614,577	707,430.66	69,779.51	.00	907,146.34	43.8%
	TOTAL GOLF COURSE	1,614,577	1,614,577	707,430.66	69,779.51	.00	907,146.34	43.8%
<hr/>								
57	LANDFILL							
5700	Landfill	1,224,964	1,224,964	585,784.83	94,471.49	.00	639,179.17	47.8%
	TOTAL LANDFILL	1,224,964	1,224,964	585,784.83	94,471.49	.00	639,179.17	47.8%
<hr/>								
58	SANITATION							
5800	Sanitation	1,016,572	1,016,572	428,792.20	71,727.01	.00	587,779.80	42.2%
	TOTAL SANITATION	1,016,572	1,016,572	428,792.20	71,727.01	.00	587,779.80	42.2%
<hr/>								
59	CEMETERY							
5900	Cemetery	499,253	499,253	364,800.05	31,700.53	.00	134,452.95	73.1%
	TOTAL CEMETERY	499,253	499,253	364,800.05	31,700.53	.00	134,452.95	73.1%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	38,619	38,619	8,549.22	2,576.82	.00	30,069.78	22.1%
	TOTAL COMPUTER MAINTENANCE	38,619	38,619	8,549.22	2,576.82	.00	30,069.78	22.1%
<hr/>								
63	LIABILITY INSURANCE							
6300	Liability Insurance	528,052	528,052	398,985.92	8,720.68	.00	129,066.08	75.6%
	TOTAL LIABILITY INSURANCE	528,052	528,052	398,985.92	8,720.68	.00	129,066.08	75.6%
<hr/>								
64	WORKERS' COMP INSURANCE							

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TBECK

City of Bountiful, UT  
DECEMBER 2016 YTD EXPENSES - FY2017

P 4  
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FOR 2017 06

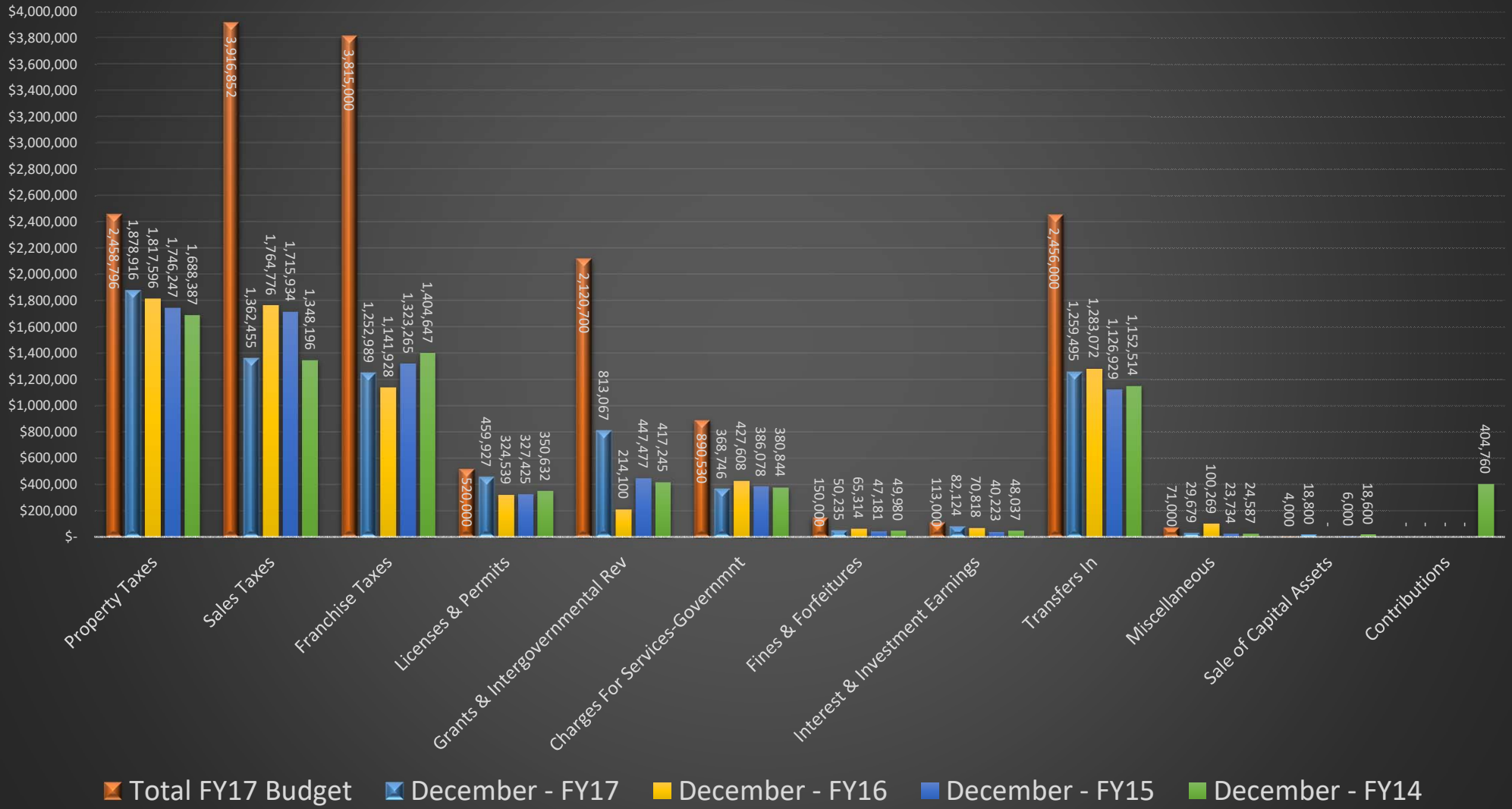
JOURNAL DETAIL 2017 1 TO 2017 13

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	278,838	278,838	127,965.64	9,945.25	.00	150,872.36	45.9%
	TOTAL WORKERS' COMP INSURANCE	278,838	278,838	127,965.64	9,945.25	.00	150,872.36	45.9%
<hr/>								
72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	294,945	294,945	1,170.29	193.67	.00	293,774.71	.4%
	TOTAL RDA REVOLVING LOAN FUND	294,945	294,945	1,170.29	193.67	.00	293,774.71	.4%
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	3,117,953	3,117,953	692,829.91	341,977.99	.00	2,425,123.09	22.2%
	TOTAL REDEVELOPMENT AGENCY	3,117,953	3,117,953	692,829.91	341,977.99	.00	2,425,123.09	22.2%
<hr/>								
74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	0	0	1,458,355.86	16.39	.00	-1,458,355.86	100.0%
	TOTAL CEMETERY PERPETUAL CARE	0	0	1,458,355.86	16.39	.00	-1,458,355.86	100.0%
<hr/>								
83	RAP TAX							
8300	RAP Tax	451,000	451,000	21,014.02	23.57	.00	429,985.98	4.7%
	TOTAL RAP TAX	451,000	451,000	21,014.02	23.57	.00	429,985.98	4.7%
<hr/>								
92	OPEB TRUST							
9200	OPEB Trust	0	0	36,770.40	6,134.13	.00	-36,770.40	100.0%
	TOTAL OPEB TRUST	0	0	36,770.40	6,134.13	.00	-36,770.40	100.0%
GRAND TOTAL		69,346,707	69,346,707	34,225,566.30	4,662,290.88	.00	35,121,140.70	49.4%

\*\* END OF REPORT - Generated by Tyson Beck \*\*

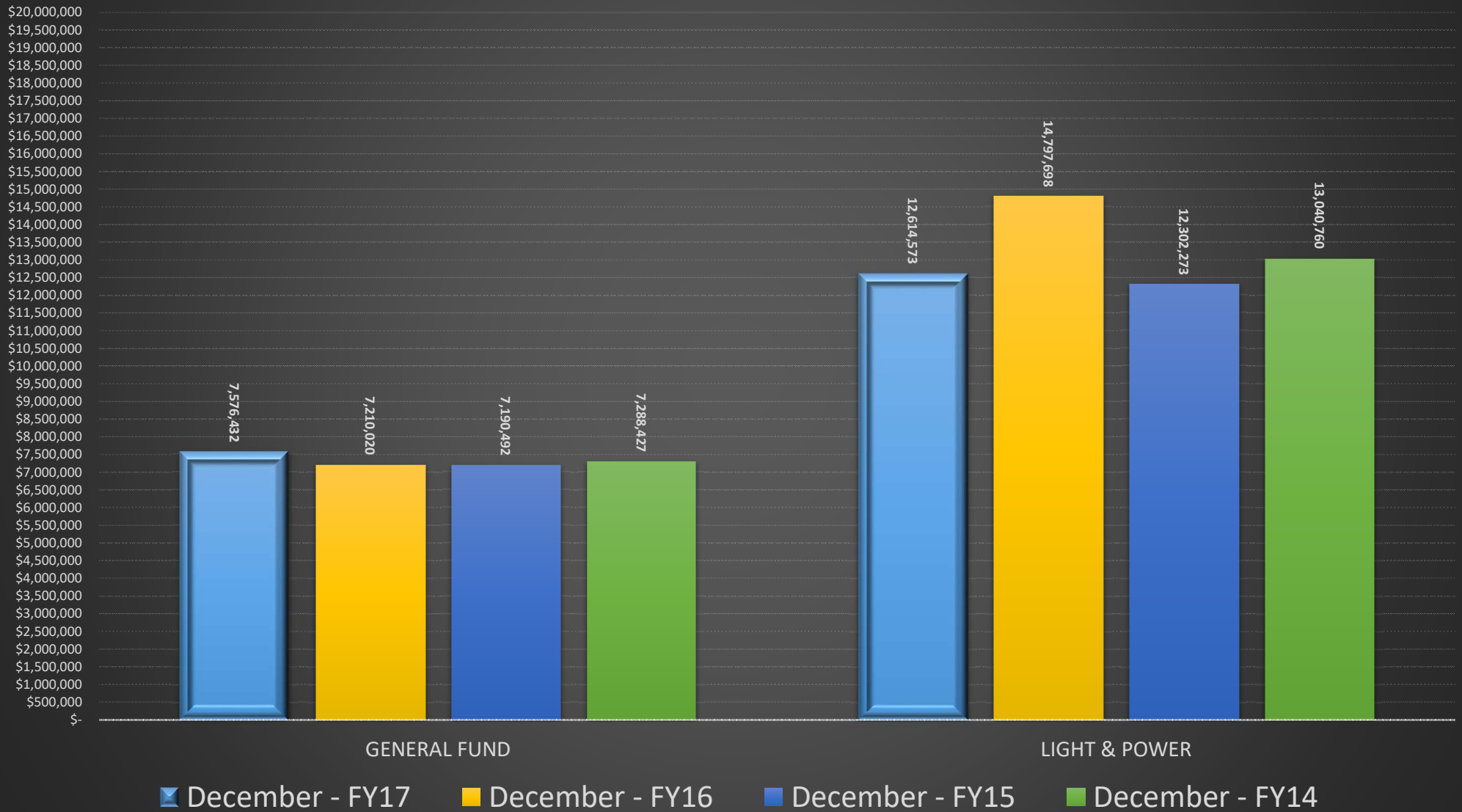
## General Fund Detailed Revenues

### Fiscal Year 2017 Through December Compared to The 2017 Total Budget and The Revenues of the Same Timeframe of the Past Three Fiscal Years

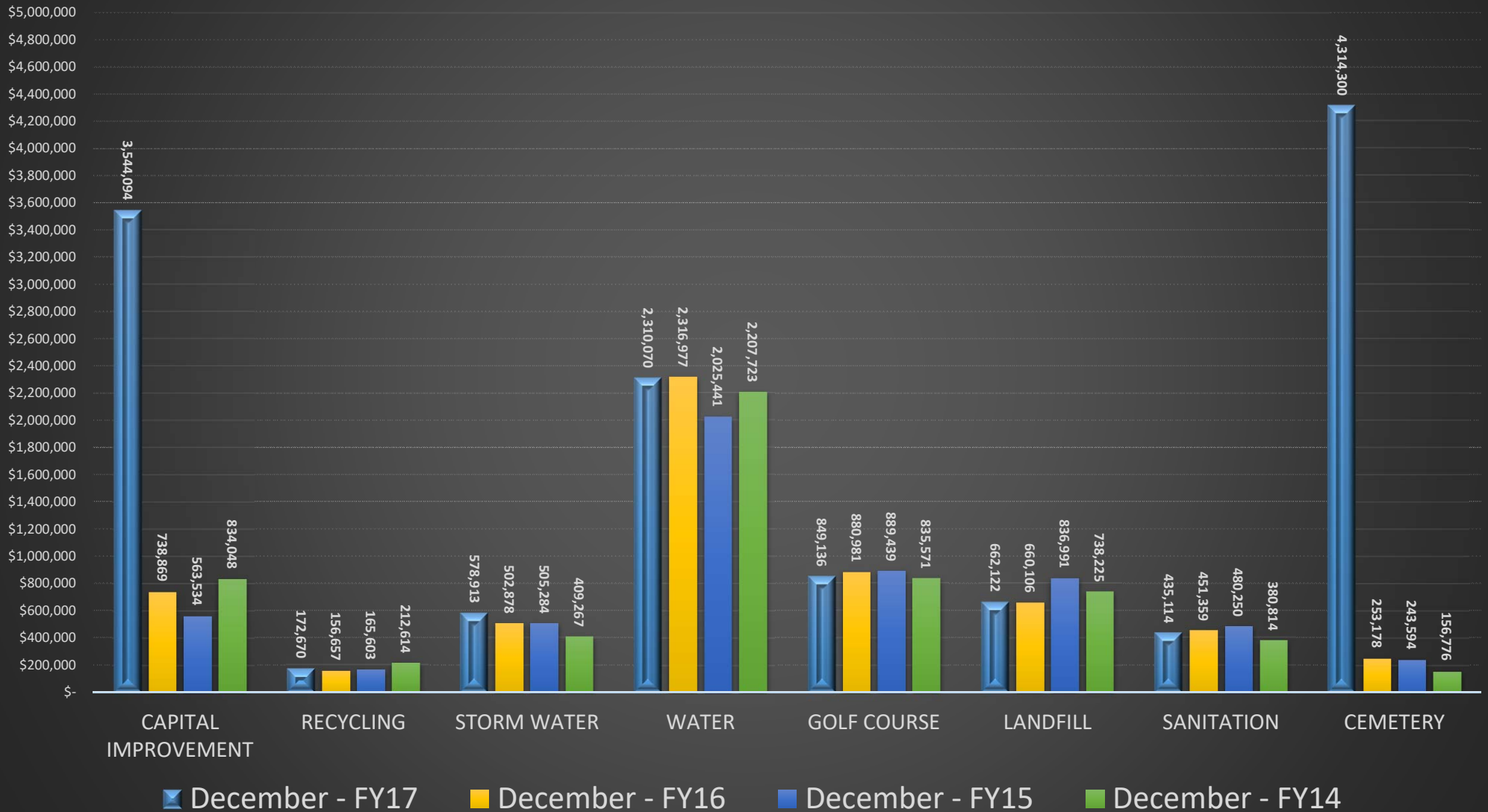




## December 2016 - 2017 Fiscal YTD Revenues Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years

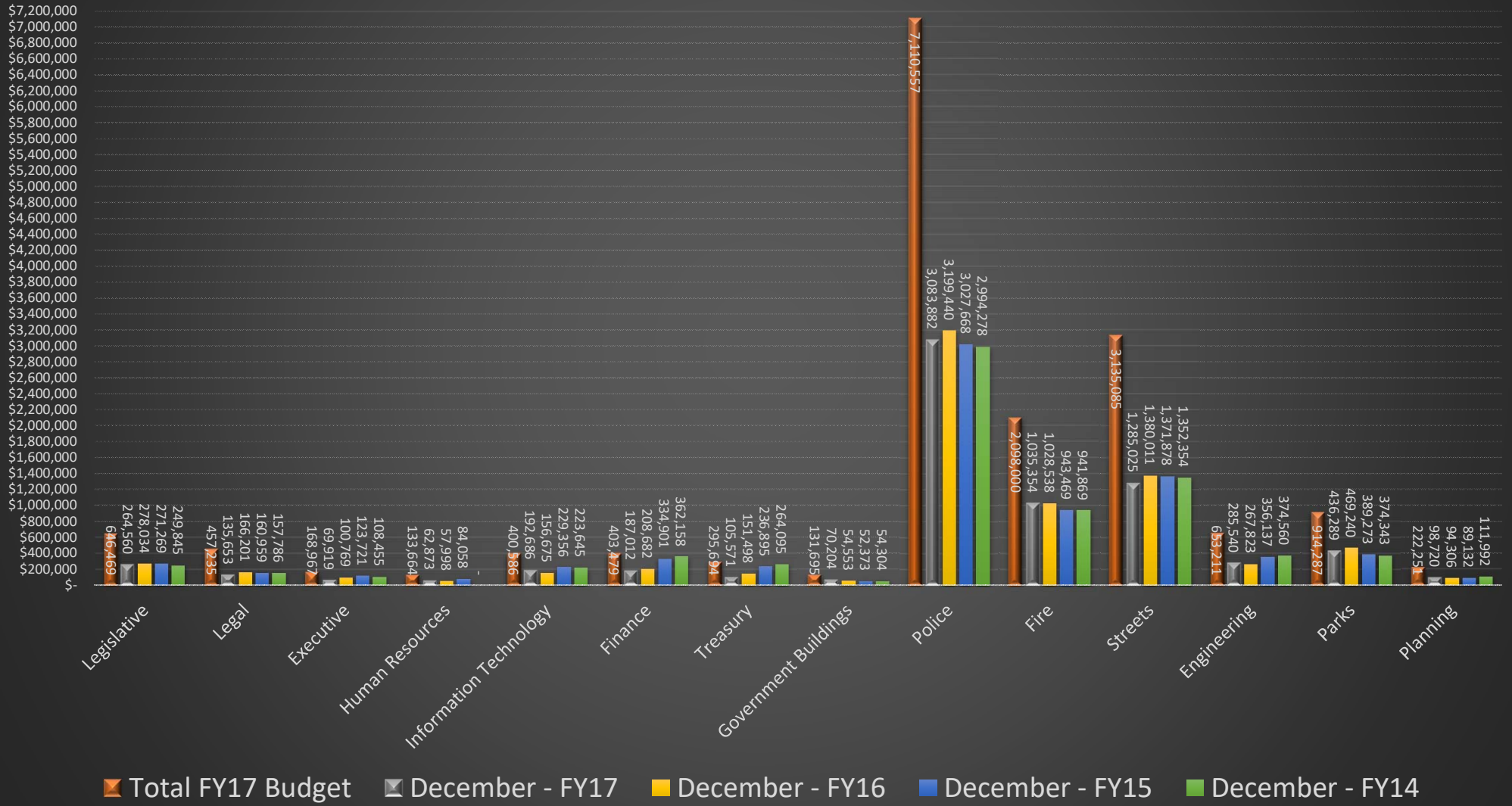


## December 2016 - 2017 Fiscal YTD Revenues Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years

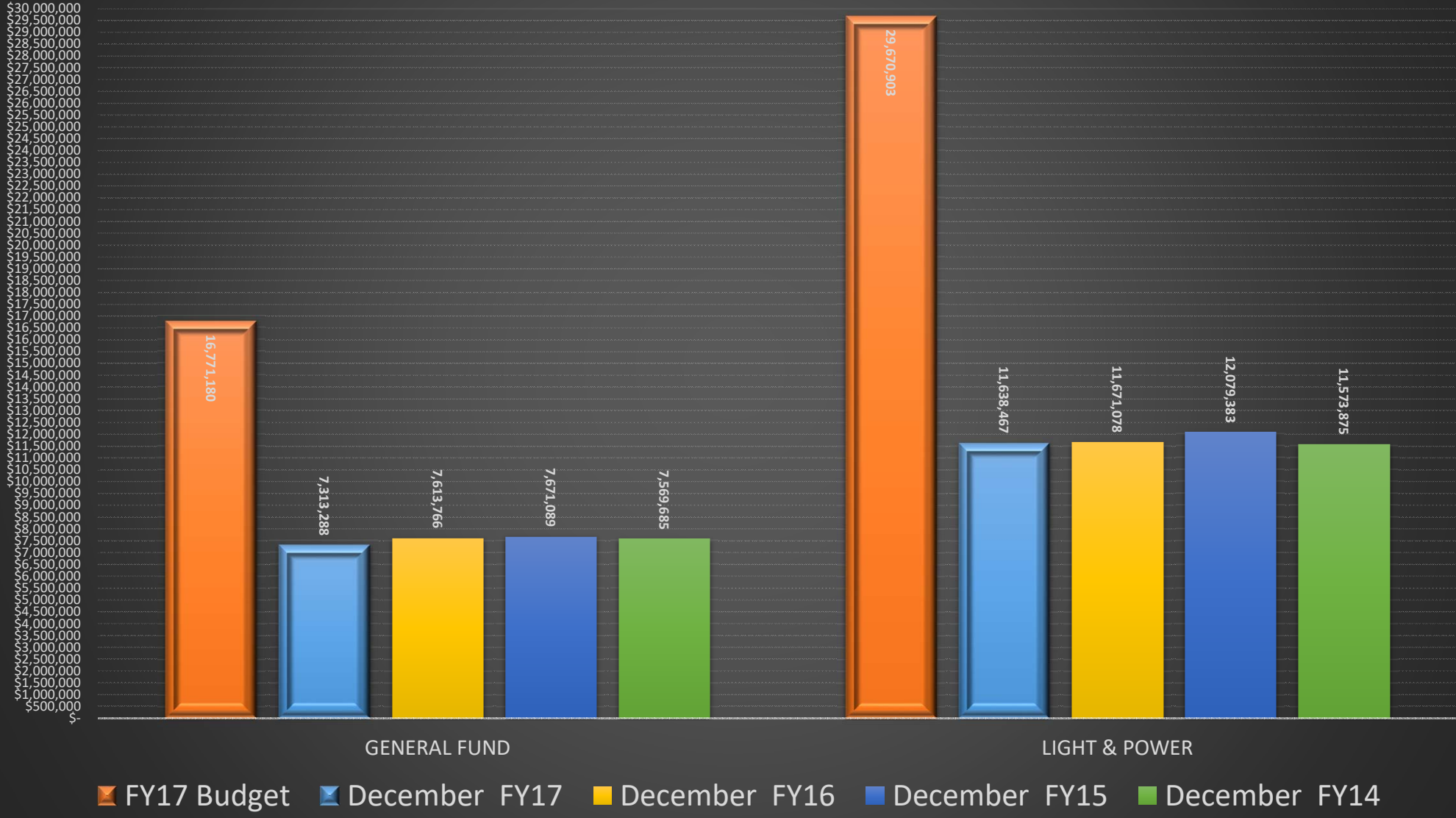


## General Fund Detailed Expenditures

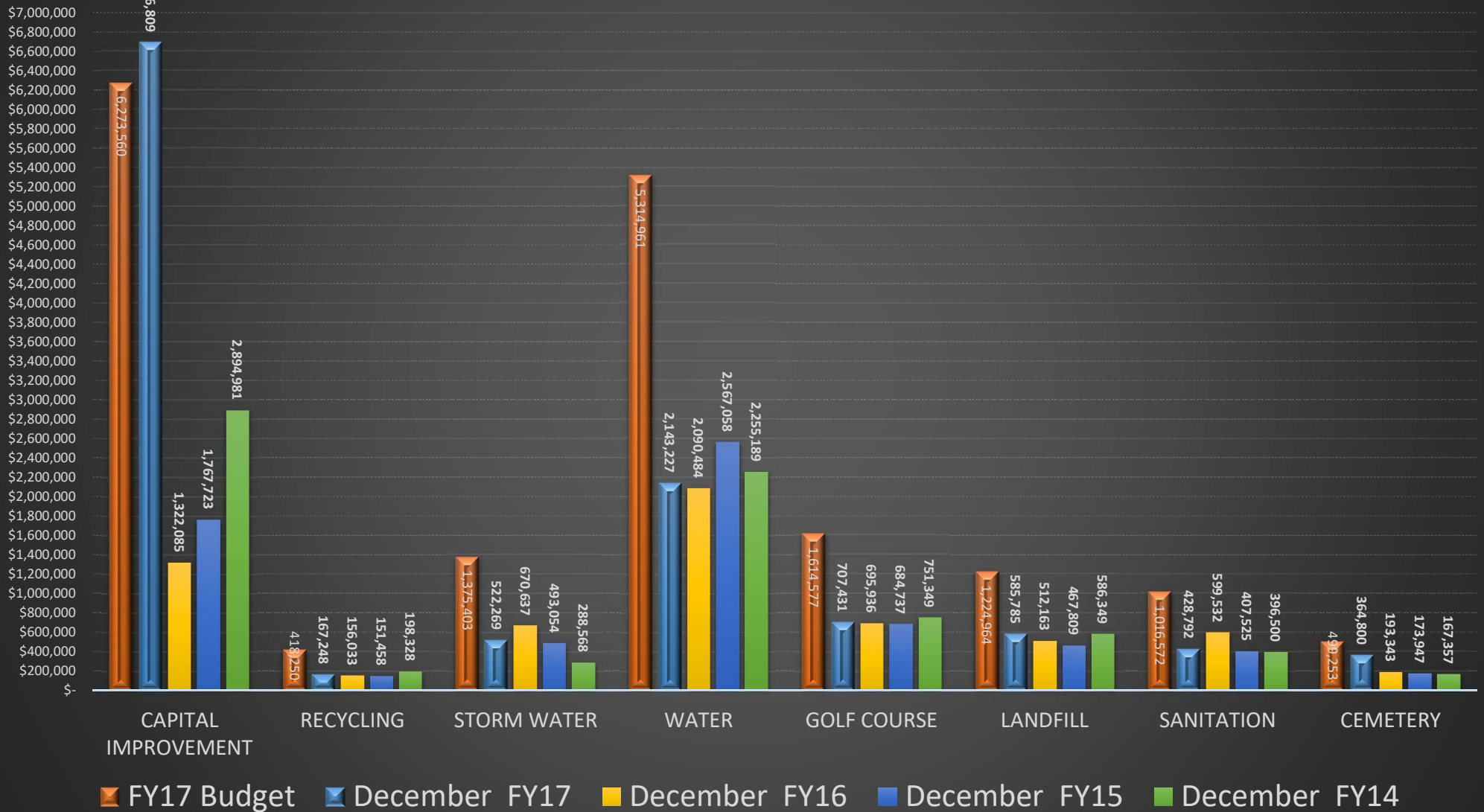
### Fiscal Year 2017 Through December Compared to The 2017 Total Budget and The Expenditures of the Same Timeframe of the Past Three Fiscal Years



# December 2016 - 2017 Fiscal YTD Expenditures/Expenses Compared to the Expenditures/Exp. of the Same Timeframe of the Past Three Fiscal Years



## December 2016 - 2017 Fiscal YTD Expenditures/Expenses Compared to the Expenditures/Exp. of the Same Timeframe of the Past Three Fiscal Years





# Council Staff Report

**Subject:** Preliminary and Final Plat approval for Lakewoods Condominium Amended Units 101-106  
**Author:** Chad Wilkinson, City Planner  
Paul Rowland, City Engineer  
**Address:** 70 North Main St.  
**Date:** February 28, 2017



## Background and Analysis

Mr. Brian Knowlton, applicant, requests preliminary and final plat approval for an amendment to the Lakewoods Condominium plat. The building is located at 70 N. Main and already exists as a mixed use commercial/residential development. The building meets all of the requirements that were in place at the time of the original approval and this change is solely for the purpose of producing an amended condominium plat that makes an otherwise unused portion of the common area into limited common area, and modifies the layout of the first floor to show building remodels that have occurred since the original development was approved in 1998.

The common area at the very east side of the property is not readily accessible by the residents and has never been used as open space or recreation ground, so Mr. Knowlton is desirous of building an accessory structure. Since such structures can't be built on common area, Mr. Knowlton is requesting to change the unused common area to limited common. In addition, 12 of the parking stalls have been covered and the condo owners are anxious to have those stalls designated as limited common also, so that the parking can be assigned to individual units.

## Department Review

The Engineering and Planning Department along with the Planning Commission have reviewed the proposed amended condominium plat and recommends that it be approved with some minor redline corrections.

## Recommendation

The Planning Commission recommends preliminary and final plat approval for the Lakewoods Condominium Amended Units 101-106, with the following conditions:

1. Submit the signed, final mylar ready for signatures.
2. Submit a current title report.
3. Payment of fees
4. Make all Red Line corrections..

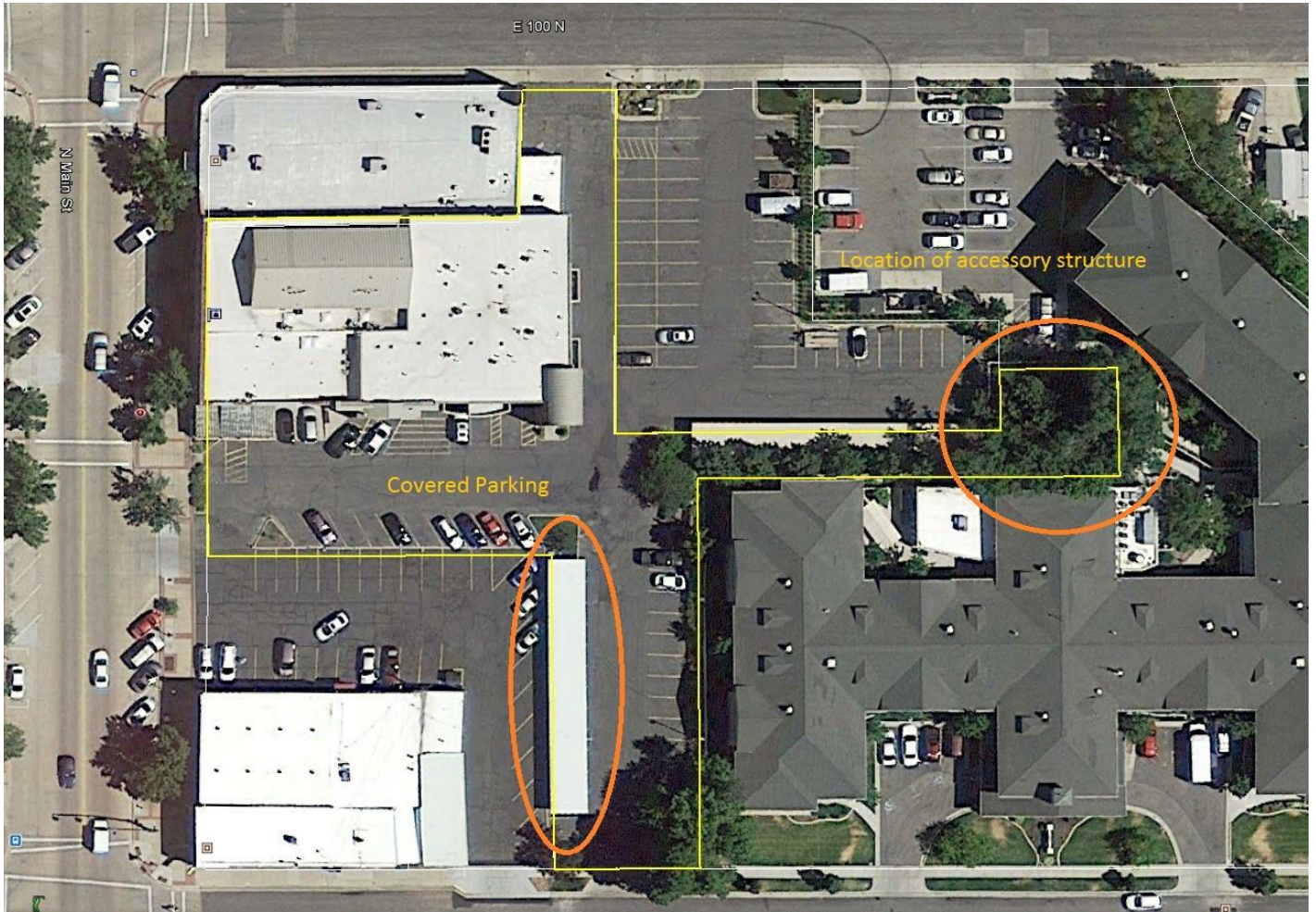
## Significant Impacts

This amendment has no significant impacts.

**Attachments**

Lovely Color Aerial photo  
Proposed Condominium Plat

**Lakewoods Condominiums Amended Units 101-102**





**BOUNDARY DESCRIPTION:**

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET, MORE PARTICULARLY DESCRIBED AS BEING THE NORTHWEST CORNER OF LOT 2, BLOCK 33, PLAT A, OF THE BOUNTIFUL TOWN SITE SURVEY, SAID POINT ALSO BEING N 00°03'22" W 192.28' AND N 89°37'56" E 49.50' FROM THE MONUMENT IN THE INTERSECTION OF CENTER STREET AND MAIN STREET, AND RUNNING THENCE ALONG SAID RIGHT OF WAY N 00° 03'23" W A DISTANCE OF 109.91'; THENCE N 89°42'03" E A DISTANCE OF 137.54'; THENCE N 00°17'57" W A DISTANCE OF 57.44' TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 100 NORTH STREET; THENCE ALONG SAID RIGHT OF WAY LINE N 89°44'18" E A DISTANCE OF 40.39'; THENCE S 00°09'00" E A DISTANCE OF 147.66'; THENCE N 89°37'56" E A DISTANCE OF 165.25'; THENCE N 00°09'00" W A DISTANCE OF 26.75'; THENCE N 89°37'56" E A DISTANCE OF 50.00'; THENCE S 00°09'00" E A DISTANCE OF 46.20'; THENCE S 89°37'56" W A DISTANCE OF 179.34'; THENCE S 00°28'25" E A DISTANCE OF 167.40' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CENTER STREET; THENCE ALONG SAID RIGHT OF WAY LINE S 89°31'36" W A DISTANCE OF 63.10'; THENCE N 00°26'25" W A DISTANCE OF 151.09' TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE ALONG SAID RIGHT OF WAY N 00°03'23" W A DISTANCE OF 32.44' TO THE POINT OF BEGINNING.

CONTAINING 0.98 ACRES MORE OR LESS.

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF DAVIS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF DAVIS

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF DAVIS

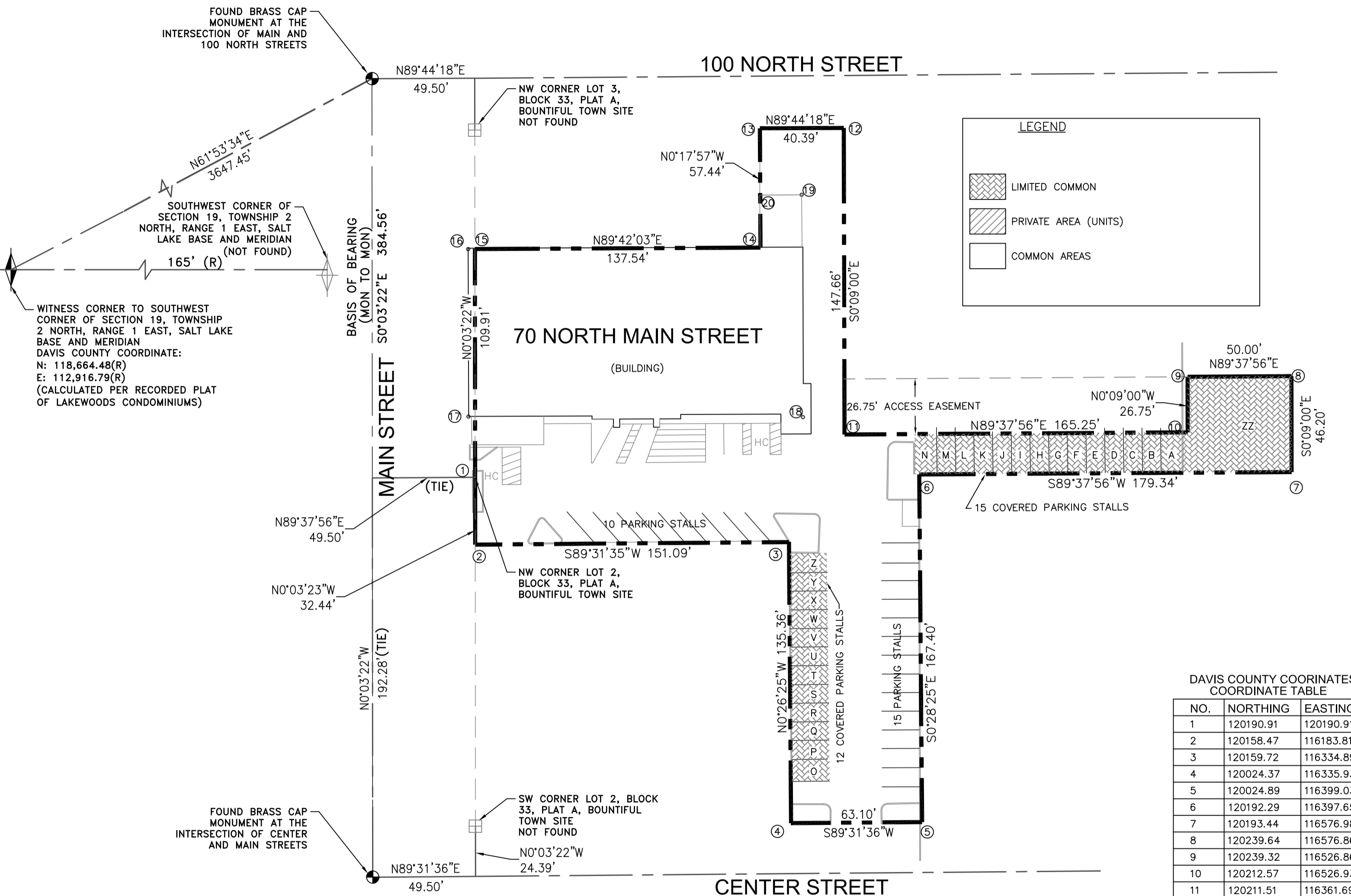
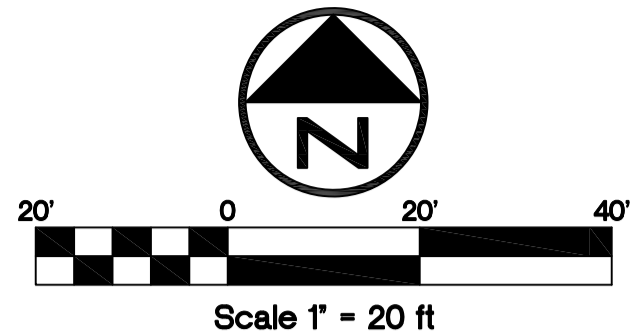
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

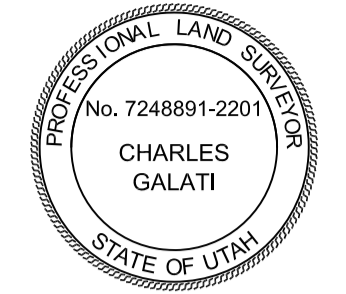
**LAKWOOD CONDOMINIUMS AMENDED UNITS 101-106**

LOCATED IN LOTS 2, 3 AND 4 OF BLOCK 33, PLAT A, BOUNTIFUL TOWN SITE SURVEY, SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BOUNTIFUL CITY, DAVIS COUNTY, UTAH  
SHEET 1 OF 2



**SURVEYOR'S CERTIFICATE:**

I, CHARLES GALATI, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 7248891-2201 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND, HEREAFTER TO BE KNOWN AS:



**LAKWOOD CONDOMINIUMS  
AMENDED UNITS 101-106**

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

**BASIS OF BEARING:**

THE BASIS OF BEARING FOR THIS PLAT IS NORTH 00°03'22" WEST BETWEEN THE FOUND STREET MONUMENTS AT THE INTERSECTION OF CENTER AND MAIN STREETS TO THE INTERSECTION OF CENTER AND 100 NORTH STREETS AS SHOWN ON THIS PLAT.

**GENERAL NOTES:**

THE PURPOSE OF THIS PLAT IS TO AMEND THE MAIN FLOOR UNITS(UNITS 101-106) AND AMEND THE LIMITED COMMON WITH REGARDS TO OWNERSHIP AND TYPE OF OWNERSHIP.

**OWNER'S DEDICATION:**

WE, THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS AND STREETS TO BE HERE AFTER KNOWN AS:

**LAKWOOD CONDOMINIUMS  
AMENDED UNITS 101-106**

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE. THE UNDERSIGNED OWNERS ALSO GRANT TO ANY AND ALL PUBLIC AND PRIVATE UTILITY COMPANIES A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE ROADWAYS AND COMMON AREAS FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND REPLACEMENT. ADDITIONALLY, SAID OWNERS CONSENT TO CREATE A HOME OWNERS ASSOCIATION TO PRESERVE AND MAINTAIN THE STREETS AND COMMON AREAS SHOWN HEREON, AND DO DEDICATE ALL STREETS AND COMMON AREAS TO SAID HOME OWNERS ASSOCIATION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

OWNER UNIT 101 \_\_\_\_\_ OWNER UNIT 102 \_\_\_\_\_  
OWNER UNIT 103 \_\_\_\_\_ OWNER UNIT 104 \_\_\_\_\_  
OWNER UNIT 105 \_\_\_\_\_ OWNER UNIT 106 \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF DAVIS  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF DAVIS  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF DAVIS  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR 20\_\_\_\_, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**LAKWOOD CONDOMINIUMS AMENDED UNITS 101-106  
70 NORTH MAIN STREET  
BOUNTIFUL, UTAH 84010**

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND RECORDED THIS \_\_\_\_ DAY  
OF \_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_  
OF OFFICIAL RECORDS PAGE \_\_\_\_\_.

\_\_\_\_\_  
DAVIS COUNTY RECORDER  
BY: \_\_\_\_\_ DEPUTY RECORDER

**PLANNING COMMISSION**  
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ AD, 20\_\_\_\_  
BY THE BOUNTIFUL CITY PLANNING AND ZONING COMMISSION.  
\_\_\_\_\_  
CHAIRMAN

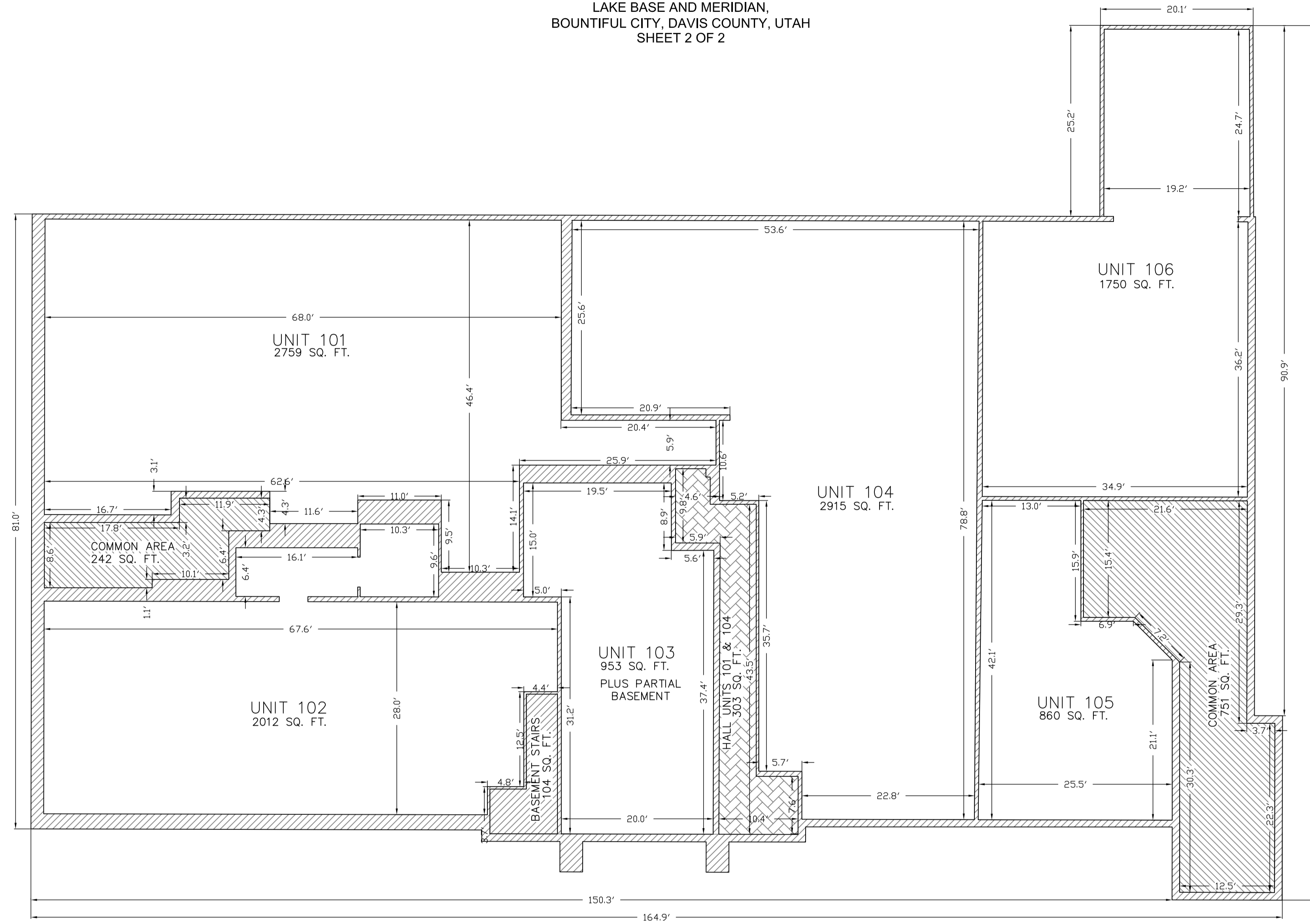
**CITY ENGINEER'S APPROVAL**  
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ AD, 20\_\_\_\_  
BY THE BOUNTIFUL CITY ENGINEER.  
\_\_\_\_\_  
BOUNTIFUL CITY ENGINEER

**CITY ATTORNEY'S APPROVAL**  
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ AD, 20\_\_\_\_  
BY THE BOUNTIFUL CITY ATTORNEY.  
\_\_\_\_\_  
BOUNTIFUL CITY ATTORNEY

**CITY COUNCIL APPROVAL**  
PRESENTED TO THE BOUNTIFUL CITY COUNCIL THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_. AT WHICH TIME IT WAS APPROVED AND ACCEPTED  
\_\_\_\_\_  
ATTEST: CITY RECORDER  
\_\_\_\_\_  
MAYOR

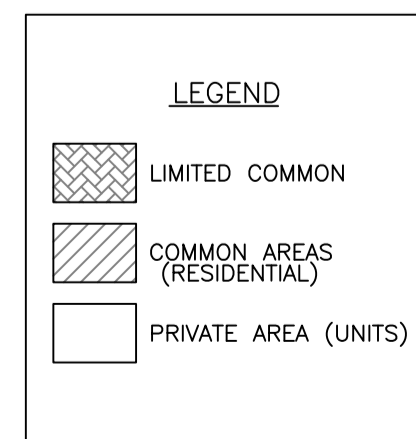
# LAKWOOD CONDOMINIUMS AMENDED UNITS 101-106

LOCATED IN LOTS 2, 3 AND 4 OF BLOCK 33, PLAT A, BOUNTIFUL TOWN  
 SITE SURVEY, SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT  
 LAKE BASE AND MERIDIAN,  
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH  
 SHEET 2 OF 2



## MAIN LEVEL FLOOR PLAN

SCALE: 1" = 10'



ADDRESS SCHEME	
UNIT	ADDRESS
101	70 NORTH MAIN STREET SUITE 101
102	70 NORTH MAIN STREET SUITE 102
103	70 NORTH MAIN STREET SUITE 103
104	70 NORTH MAIN STREET SUITE 104
105	70 NORTH MAIN STREET SUITE 105
106	70 NORTH MAIN STREET SUITE 106

**WILDING**  
ENGINEERING

14721 SOUTH HERITAGE CREST WAY  
 BLUFFDALE, UTAH 84065  
 801.553.8112  
 WWW.WILDINGENGINEERING.COM

LAKWOOD CONDOMINIUMS AMENDED UNITS 101-106  
 70 NORTH MAIN STREET  
 BOUNTIFUL, UTAH 84010

DAVIS COUNTY RECORDER

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
 FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY  
 OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_  
 OF OFFICIAL RECORDS PAGE \_\_\_\_\_

BY: \_\_\_\_\_  
 DAVIS COUNTY RECORDER  
 DEPUTY RECORDER

# City Council Staff Report

**Subject:** Preliminary and Final Site Plan Review for a  
2,000 square foot addition to an existing building  
in the C-H Zone  
**Author:** Chad Wilkinson, City Planner  
**Address:** 1405 -1415 S. 500 West  
**Date:** February 28, 2017

## **Description of Request:**

The applicant, Yoho Management, is requesting preliminary and final site plan approval for a 2,000 square foot addition to the existing NAPA auto parts store located within the C-H zone at 1405 S. 500 West.

## **Background and Analysis:**

The proposed addition will be constructed on the east side of the existing NAPA building which is located on the south side of a larger commercial development parcel. The property is approximately two acres in size, and also contains a personal storage use on the east and a retail store on the north. The site has two access driveways on 500 West. Surrounding uses include Robintino's restaurant to the north, a church to the east, commercial office use to the south and retail uses to the west.

The addition will increase the storage space for the NAPA building by expanding into an existing landscape area. This landscaping will be replaced by a new landscape area on the northwest portion of the site. An existing trash enclosure will also be moved to accommodate the addition. The plan includes some small changes to parking and drainage on the site. The proposal includes matching the existing materials of the building and installing a new roll-up door and man-door for access to the warehouse space. The site meets the parking requirements of the Code based on current uses and the applicant will increase the amount of landscaping on the site.

## **Department Review**

This proposal has been reviewed by the Engineering, Power, and Planning Departments and by the Fire Marshall.

## **Significant Impacts**

The project is expected to have minimal impacts on adjoining properties. The site is already developed and there is adequate space for the addition.

## **Recommended Action**

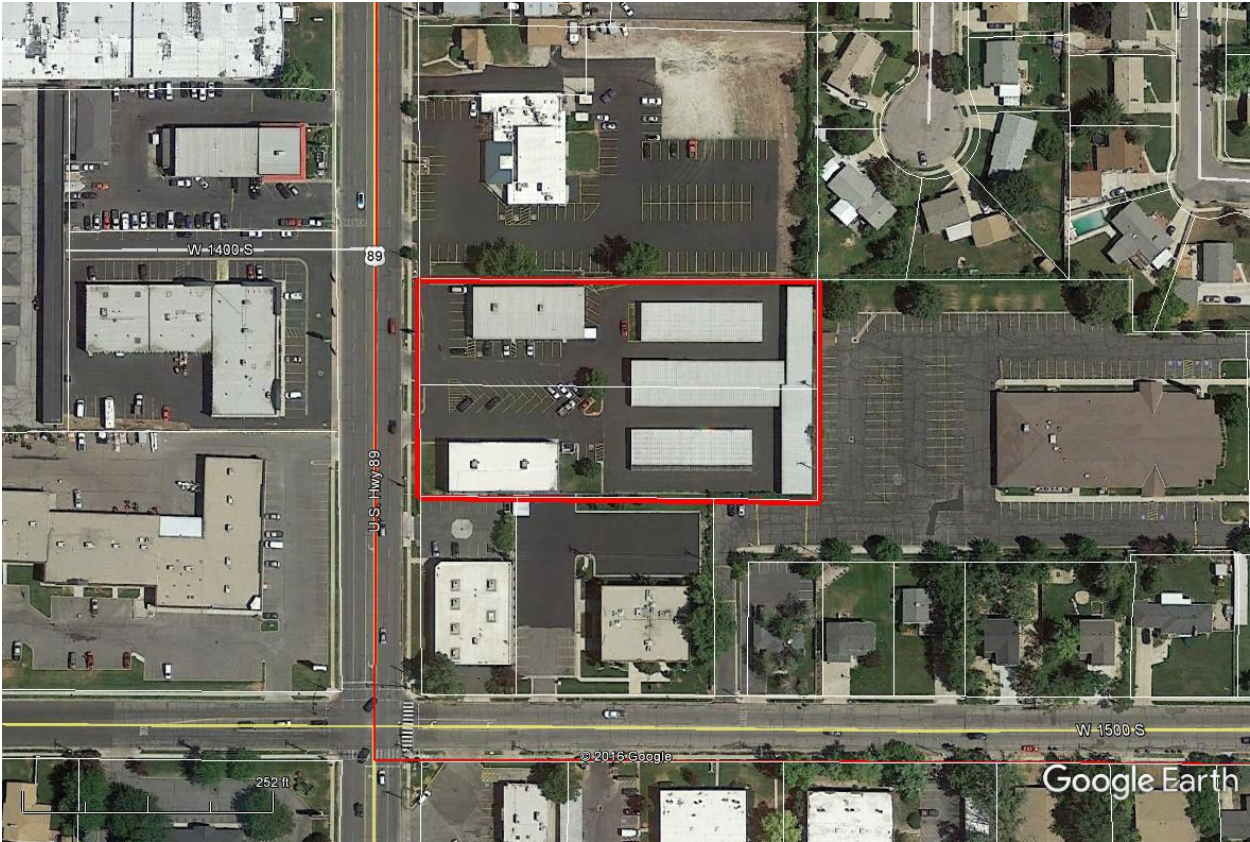
The Planning Commission reviewed the application and recommends that the City Council approves of the request for preliminary and final site plan review subject to the following conditions:

1. Complete any and all redline corrections.
2. Meet all requirements of the South Davis Metro Fire Marshal.

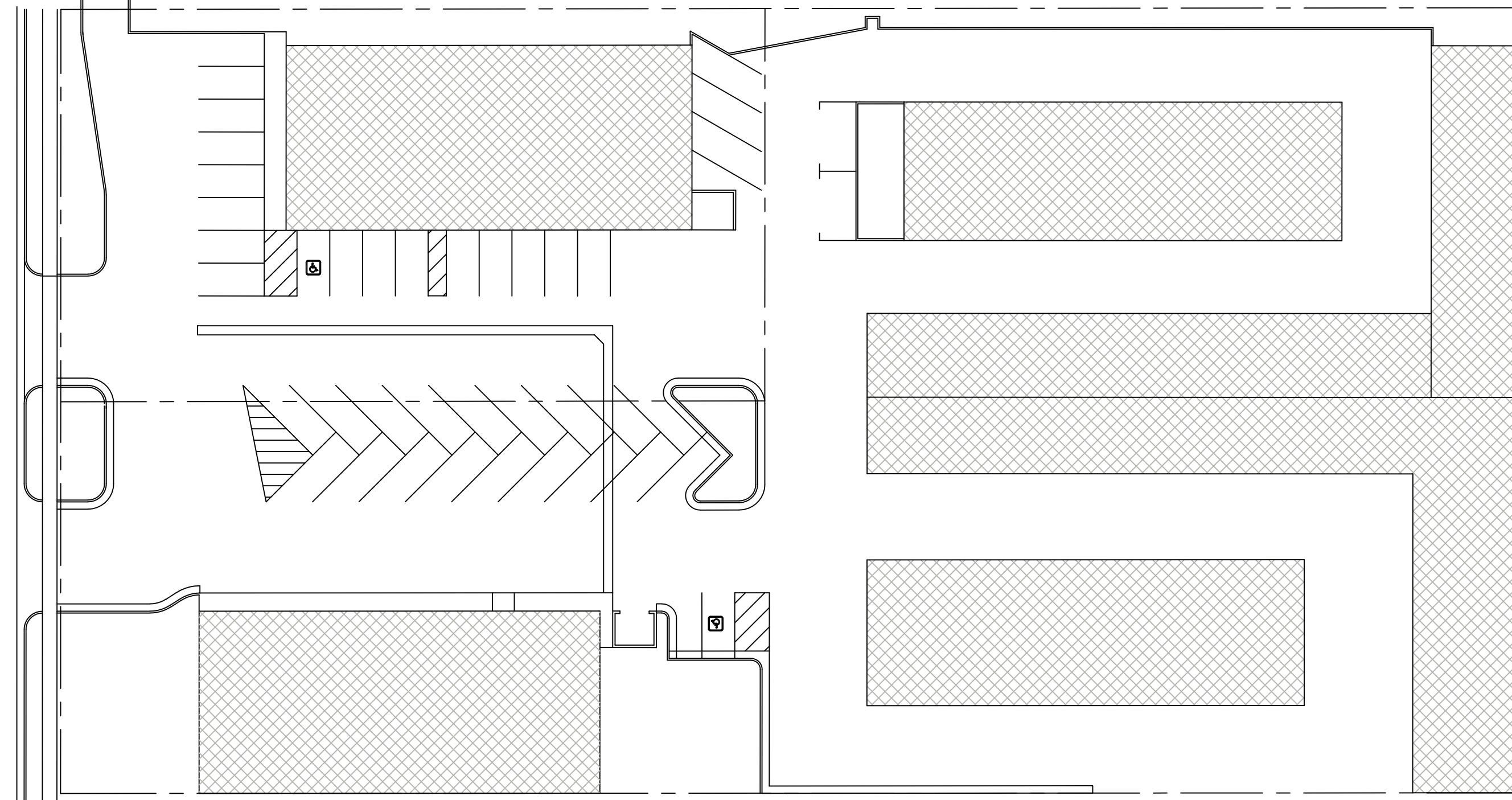
## **Attachments**

1. Aerial photo
2. Site and utility plans
3. Building elevations

Aerial Photo



500 WEST STREET



### AS-IS SITE PLAN

SCALE: 1"=30'-0"



ROBININOS RESTAURANT



### VICINITY MAP

SCALE: N.T.S.



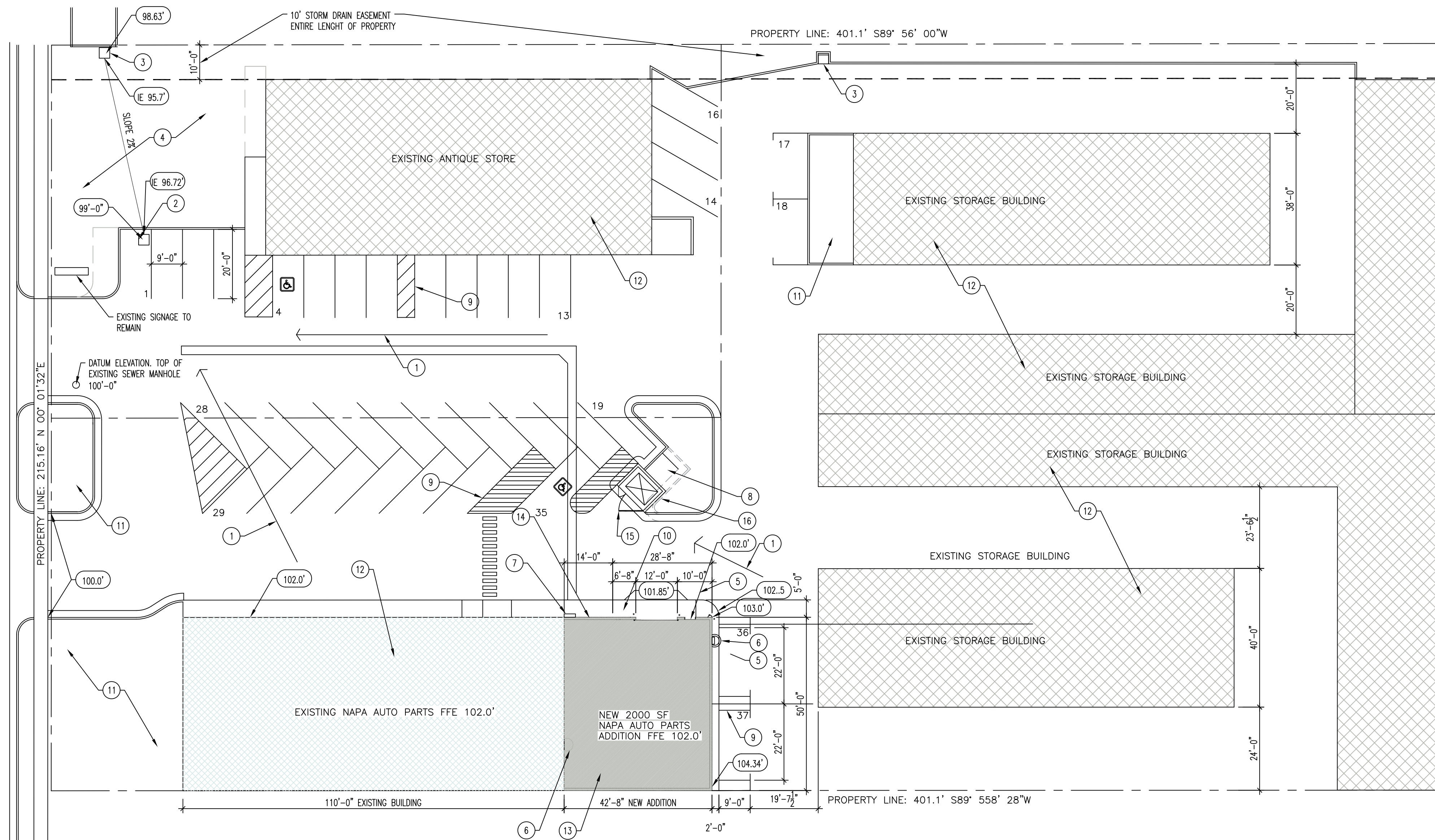
#### SITE AREA CALCULATIONS:

TOTAL SITE AREA:	86,430 SF
TOTAL EXISTING BUILDING AREA:	32,789 SF
ADDITIONAL AREA:	2,000 SF
TOTAL BUILDING AREA:	34,789 SF = 40% OF SITE
STORE AREA:	
• FURNITURE:	5,500 SF
• AUTO PARTS:	7,500 SF
• TOTAL:	13,000 SF
STORAGE BUILDING AREA:	21,789 SF
PARKING REQUIREMENTS:	
SELF STORAGE BUILDING:	NO PARKING USED
STORE REQUIRED STALLS:	$\frac{1300}{100} = 26$ STALLS
ACTUAL STALLS SHOWN:	37 - OK
STALLS SHOWN:	
ADA STALLS REQUIRED:	2
ADA STALL SHOWN:	2
LANDSCAPING LOST FOR ADDITION:	
LANDSCAPING GAINED FOR ADDITION:	2698 SF NET 1048 SF GAIN
LANDSCAPING SHOWN AFTER ADDITION:	9398 SF = 11%

#### DRAINAGE AND GENERAL SITE PLAN NOTES:

1. MAINTAIN EXISTING SLOPE AND DRAINAGE SECTION ON SITE.
2. PLACE NEW CATCH BASIN THIS LOCATION AND TIE BACK INTO EXISTING CATCH BASIN WITH 6" ABS PIPING SLOPE AT 2% MIN.
3. EXISTING CATCH BASIN TO REMAIN
4. REMOVE EXISTING ASPHALT AND PLACE NEW LANDSCAPING - SEE LANDSCAPE PLAN.
5. MAINTAIN 2% SLOPE AWAY FROM NEW BUILDING ADDITION AND TIE INTO EXISTING DRAINAGE CONTOURS.
6. REMOVE SALVAGE AND REINSTALL ROOF ACCESS LADDER IN NEW LOCATION SHOWN.
7. RELOCATED EXISTING POWER METER TO REMAIN.
8. NEW LANDSCAPE AREA. REMOVE CURB AND EXPAND - RECONNECT TINTO EXISTING SPRINKLER LINES
9. NEW STRIPED PARKING. YELLOW.
10. NEW SIDEWALK SLOPE AT 1/4" FT FOR DRAINAGE AWAY FROM BUILDING.
11. LANDSCAPING - SEE LANDSCAPE PLAN.
12. EXISTING BUILDING
13. NEW BUILDING ADDITION.
14. REMOVE EXISTING TRASH ENCLOSURE AND WALLS AND PLACE NEW BUILDING WALLS.
15. NEW SOLID STEEL GATES PAINTED. HANG ON TS6"x6"x14" BOLLARDS FILLED WITH CONCRETE. DOORS TO BE LOCKABLE. SEE ELEVATIONS. DOORS ARE TO BE 36"x72" AND 64"x72". WELD HINGED TO TS BOLLARDS. THIS IS TO HAVE CONCRETE SLAB FLOOR SLOPED TO FRONT FOR DRAINAGE. REUSE EXISTING AS POSSIBLE
16. NEW TRASH ENCLOSURE WITH STEEL GATES

500 WEST STREET



### PROPOSED SITE PLAN

SCALE: 1"=20'-0"



COMMERCIAL STRIP

**VDG** VINCENT DESIGN GROUP, INC.  
ARCHITECTS AND PLANNERS

401 EAST 1700 SOUTH, SALT LAKE CITY, UTAH - (801)-484-2046

ADDITION TO:  
**NAPA AUTO PARTS BUILDING**  
OWNER - JACK YOHO

1405 SOUTH 500 WEST  
BOUNTIFUL, UTAH

SITE PLAN SCHEME 1

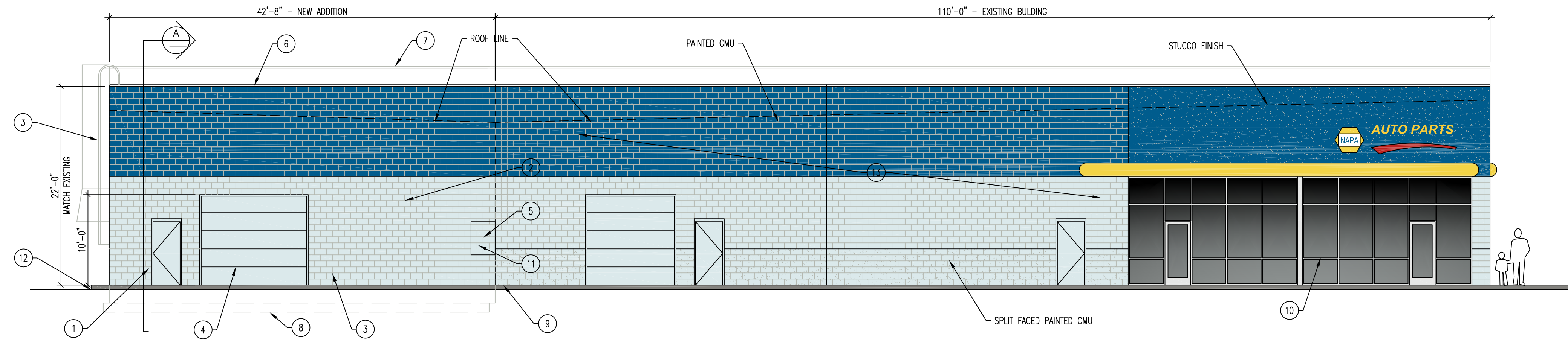
ARCH. PROJECT NO:	XX-XXX
DATE:	8/12/14
DRAWN BY:	BRENT
CHECKED BY:	
DESIGNED BY:	
© COPYRIGHT VDG ARCHITECTS	
DATE	REVISION

SHEET TITLE  
**SD-1.00**  
ARCHITECTURAL 1 of 1

ALL IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF VINCENT DESIGN GROUP, INC. AND WERE CREATED, EVOLVED, AND DEVELOPED WITH THIS SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN CONSENT OF VINCENT DESIGN GROUP, INC. WARNINGS: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE UNDER 18 U.S.C. SEC. 506 UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET, MISAPPROPRIATION, IN VIOLATION OF U.C. 24-2-31, ET. SEC. AND OTHER LAWS.

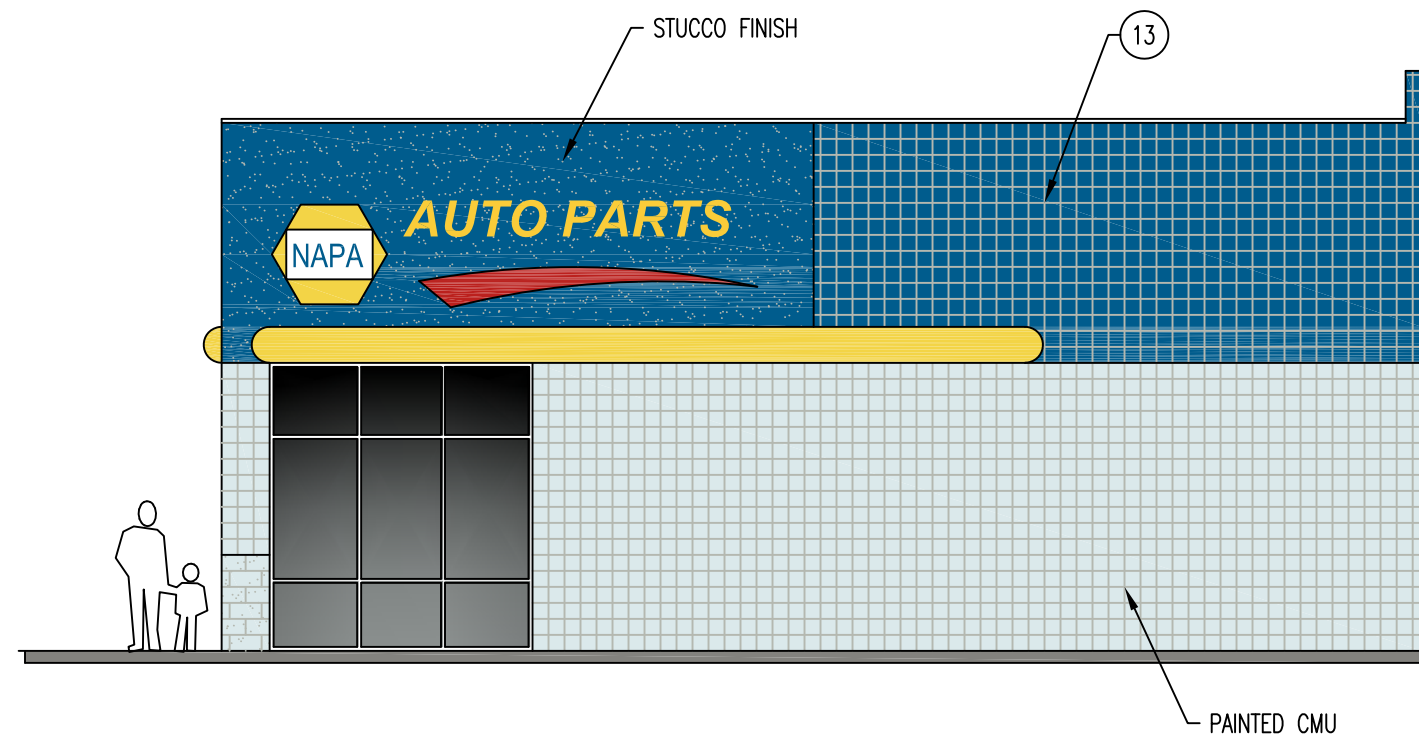
KEYED ELEVATIONAL NOTES:

1. PAINT BLOCK TO MATCH EXISTING
2. NEW CMU BLOCK EXTERIOR WALLS.
3. RELOCATE AND REINSTALL ROOF ACCESS LADDER.
4. NEW INSULATED OVERHEAD DOOR TO MATCH EXISTING.
5. PAINT ELECTRICAL METER TO MATCH WALL COLOR
6. PREFINISHED CAP FLASHING TO MATCH AND TIE INTO EXISTING.
7. PARAPET WALL TO MATCH EXISTING.
8. CONCRETE FOOTING AND FOUNDATION TO TIE INTO EXISTING.
9. CONCRETE SIDEWALK - SEE PLANS
10. EXISTING STOREFRONT TO REMAIN
11. RELOCATE AND INSTALL EXISTING ELECTRICAL METER AND MAIN BREAKER AREA. SEE PLAN.
12. SLOPE GRADE AWAY FROM BUILDING AT 2%. SEE SITE PLAN.
13. EXISTING BUILDING TO REMAIN



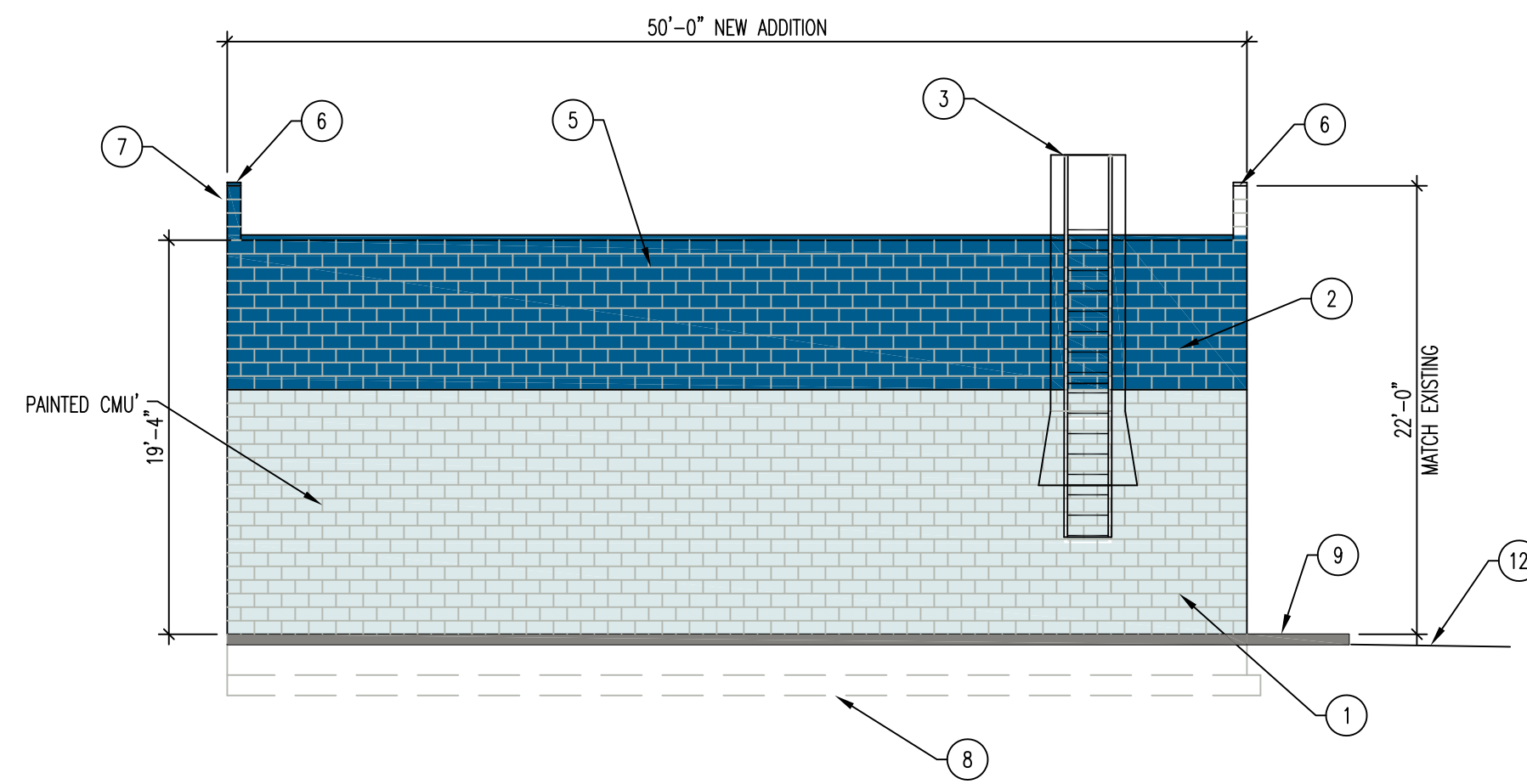
**NORTH ELEVATION**

SCALE: 1/8" = 1'-0"



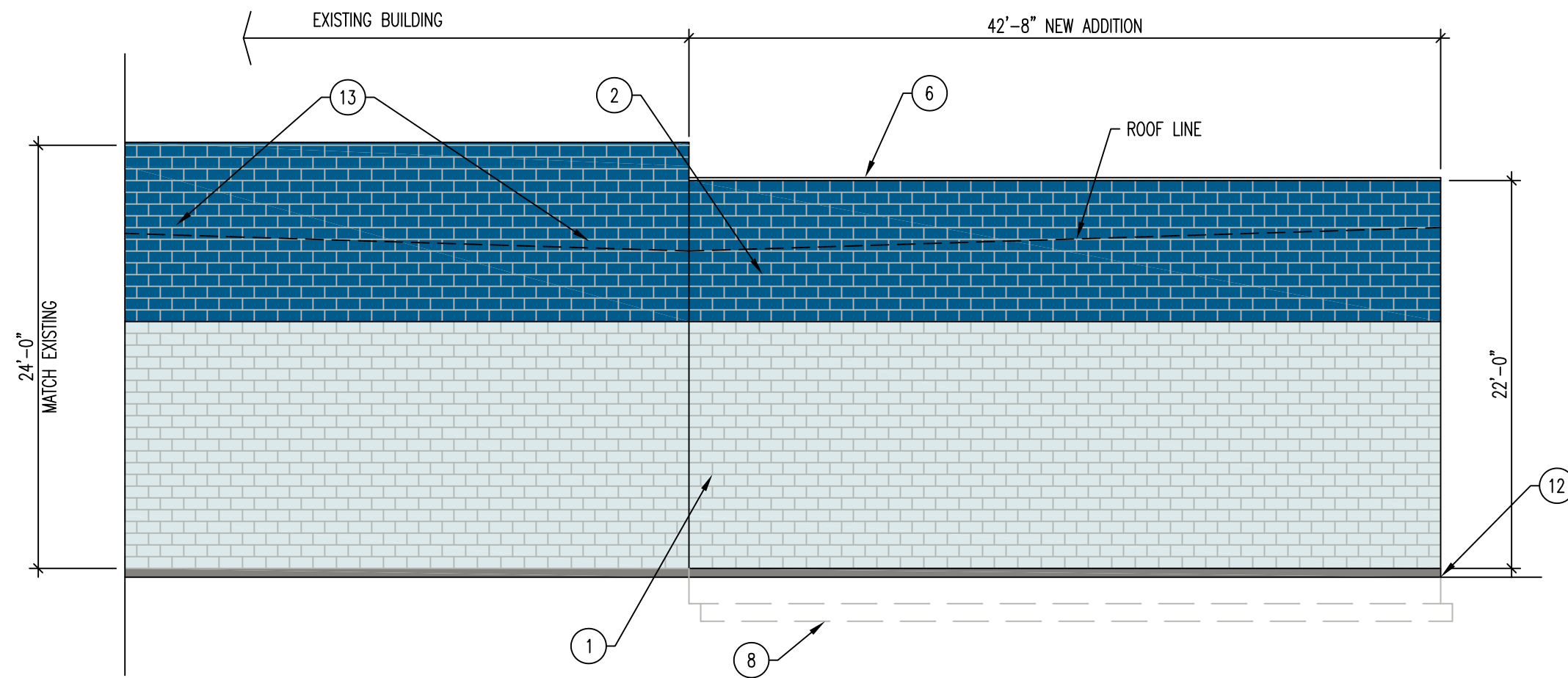
**EXISTING WEST ELEVATION**

SCALE: 1/8" = 1'-0"



**EAST ELEVATION**

SCALE: 1/8" = 1'-0"



**SOUTH ELEVATION**

SCALE: 1/8" = 1'-0"

**VDG** VINCENT DESIGN GROUP, INC.  
ARCHITECTS AND PLANNERS

401 EAST 1700 SOUTH, SALT LAKE CITY, UTAH - (801)-484-2046

ADDITION TO:  
**NAPA AUTO PARTS BUILDING**  
OWNER - JACK YOHO

1405 SOUTH 500 WEST  
BOUNTIFUL, UTAH

ELEVATIONS AND BUILDING SECTION

ARCH. PROJECT NO:	XX-XXX
DATE:	8/12/14
DRAWN BY:	BRENT
CHECKED BY:	
DESIGNED BY:	

DATE	REVISION

SHEET TITLE  
**A-2.00**  
ARCHITECTURAL 1 of 1

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# City Council Staff Report



**Subject:** Election Services and Contract with Davis County  
**Author:** Shawna Andrus, City Recorder  
**Department:** Executive/Legislative  
**Date:** February 28, 2017

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## **Background**

In 2011 and 2013, Bountiful City contracted with the Davis County Clerk/Auditor's office for the majority of its election services. In 2011, the cost was nearly identical to that incurred by the City for paper ballot elections in prior years, but with much less time commitment and hassle for City staff. In 2013, we had both a Primary and General election for Mayor and two Council members. The total amount charged by the County for their service for both elections was \$25,163.73, and the City incurred an additional \$7,391.91 in other charges (including postage and printing costs for a mailer to every household in Bountiful which was just for the 2013 election) for a total elections cost of \$32,555.64 that year.

This Staff Report explains similar proposed 2017 election services and recommends that we contract with the County again. A tentative contract with Davis County, a resolution for this purpose, and cost estimates are attached for your consideration and potential approval.

## **Analysis**

The County no longer offers services for a "traditional" election. County voters have done by mail elections for the three years. Bountiful City has not run its own election since 2007, and City staff involved in that election are no longer employed by the City. The approximate costs for the elections are as follows:

By-mail election (per election):

- Approximately \$36,000 (\$72,000 if there is a primary).
- One vote center on election day
- Ballot drop off box at Bountiful City Hall (for voters who prefer not to mail the ballot)

The actual costs could change depending upon the number of cities that decide which type of election they want to have as some of the expenses are shared by the cities (at last count, 10 of the 15 Davis County cities have chosen to do a by-mail only election). Please note that there will be other election expenses the City will incur that will not be covered by contract with the County (some printing services, newspaper notices, and a few supplies) likely totaling around \$3,000. This will be included in our annual budget for elections, but not in the contract approval.

**Recommendation**

I recommend the City Council approve the contract between Bountiful City and the Davis County Clerk/Auditor's office for 2017 election functions. To facilitate this, Resolution 2017-02 has been prepared for your approval.

**Department Review**

This proposal has been reviewed and approved by the City Recorder, City Attorney and City Manager.

**Significant Impacts**

This contract is anticipated to have a budget impact of up to \$72,000 on the 2017-18 Legislative Department budget. Legal impact would be a contractual commitment to pay the County for services performed.

**Attachments**

- 1-Contract with Davis County Clerk/Auditors Office
- 2-Cost estimate for Davis County Clerk/Auditor by mail election services
- 3-Resolution 2017-02

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between DAVIS COUNTY, a body politic of the State of Utah, hereinafter referred to as “County,” and BOUNTIFUL CITY, a municipal corporation of the State of Utah, hereinafter referred to as “City.”

### WITNESSETH:

WHEREAS, pursuant to Section 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year; and

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2017 upon the following terms and conditions; and

WHEREAS, the parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Chapter 13, Title 11, and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement:

NOW THEREFORE, in consideration of the mutual terms and conditions set forth hereafter, the parties hereto agree as follows:

1. County agrees to provide to City if needed for the primary election in August 2017, and if needed for the general election in November 2017 the following:
  - a. Test, program, assemble and make available to City voting machines and poll supplies.
  - b. Provide for delivery and retrieval of voting equipment.

- c. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information.
  - d. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation.
  - e. Provide electronic ballot files for Optical Scan Ballots printing.
  - f. Provide Information System assistance which includes, but is not necessarily limited to election programming, tabulation, programmers and technicians.
  - g. Canvass reports.
  - h. Electronic tabulation results transmitted to the Office of the Lieutenant Governor.
  - i. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting.
  - j. Recruit poll workers; provide training, scheduling, supplies and compensation.
  - k. Publish legal notices which include, polling locations, sample ballots public demonstration and election results.
  - l. Provide preparation and personnel for the public demonstration of the tabulation equipment.
  - m. If required, in cooperation with the City, conduct an election audit.
  - n. Store all election returns for the required twenty-two (22) months.
2. Bountiful City agrees to do the following:
- a. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law.

- b. Enter into a polling location Hold Harmless Agreement, if needed.
- c. Declaration of Candidacy filing.
- d. Provide County with ballot information which includes, but is not necessarily limited to races, candidates and ballot issues.
- e. Approve the election plan, which includes, but is not necessarily limited to accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments.
- f. City's legislative body poll worker approval.
- g. Proof and approve the accuracy of the printed and audio of ballot formats.
- h. Arrange and conduct election canvass.
- i. Prepare candidate certificates.
- j. Perform all other election related duties and responsibilities not outlined in this agreement but required by law.
- k. City agrees to pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations beyond the normal wear and tear.

3. Both parties agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.

4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment shall be made within thirty (30) days of receiving the invoice prepared by the County.

5. This Agreement shall be effective as of the date of execution by all parties.

6. This Agreement shall continue in effect until 30 days after the election or upon invoicing, whichever occurs later.

7. The individuals executing this Agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this Agreement on behalf of the parties.

8. This Agreement is conditioned upon approval and adoption by resolution of the legislative body of each party in accordance with Utah Code Ann. §11-13-202.5.

9. This Agreement is conditioned upon written approval of the authorized attorney of each party approving this Agreement as to its form and compatibility with state law in accordance with Utah Code Ann. §11-13-202.5.

10. This Agreement is conditioned upon the Agreement being filed with the keeper of records for both the City and the County in accordance with Utah Code Ann. §11-13-202.5.

11. No separate legal entity is created by this Agreement.

12. The parties acknowledge, understand, and agree that the parties and their respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of the parties are not in any manner or degree employees of the other party and shall have no right to and shall not be provided with any benefits from the other party.

13. The relationship between the parties is an arms-length contractual relationship, and is not fiduciary in nature. Nothing contained in this Agreement will be deemed to create an association, partnership, or joint venture between the Parties, give rise to fiduciary duties, or cause any of the parties to be liable or responsible in any way for the actions, liabilities, debts or obligations of the other party. The parties shall not have any right, power, or authority to make

any representation or to assume or create any obligation, whether express or implied, on behalf of the other party(ies), or to bind the other party(ies) in any manner.

14. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the parties from receiving the full bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the party whose rights will be diminished or adversely affected by the waiver.

15. The parties hereto shall be responsible for their respective attorneys' fees, expenses, and costs incurred by them through the date of this Agreement. In the event that any party breaches this Agreement, however, such defaulting party shall pay, in addition to any other liability, all costs and expenses incurred by or on behalf of the non-breaching party or its successor-in-interest in enforcing, or in exercising any remedies under, this Agreement, including, but not limited to, reasonable attorneys' fees and costs, whether or not any action or proceeding is brought to enforce the provisions hereof (including, without limitation, all such costs and expenses incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or the appellate level)).

16. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the State of Utah, without reference to conflict of law principals.

The parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

17. If any part or provision of this Agreement is found to be prohibited or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such prohibition or unenforceability without invalidating the remaining parts or provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not prohibited or unenforceable, shall remain in full force and effect.

18. This Agreement is entered into by the parties for the exclusive benefit of the parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights under this Agreement.

19. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the parties agree to comply with all such times.

20. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each of which shall be deemed an original.

DAVIS COUNTY



By \_\_\_\_\_  
Jim Smith, Chair  
Davis County Commission

ATTEST:

\_\_\_\_\_  
Curtis Koch  
Davis County Clerk/Auditor

Attorney Approval:

The undersigned, the authorized attorney of Davis County, approves the foregoing Agreement as to form and compatibility with State law:

\_\_\_\_\_  
Neal Geddes  
Chief Civil Deputy County Attorney

\_\_\_\_\_ CITY

By \_\_\_\_\_

ATTEST:

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

Attorney Approval

The undersigned, the authorized attorney of \_\_\_\_\_ City, approves the foregoing Agreement as to form and compatibility with State law:

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

**2017 General  
DAVIS COUNTY MUNICIPAL ELECTION EXPENSES  
Estimate**

Bountiful City

**Poll Workers Compensation Rates**

20A-5-602(4)(b) Municipalities may not compensate higher than the county.	QTY	COST	TOTAL	
Poll Manager (PM)	1	\$160.00	\$160.00	
Training Course(s)	1	\$50.00	\$50.00	
Review Training	0	\$10.00	\$0.00	
Touch Screen Technician (TST)	2	\$160.00	\$320.00	
Training Course(s)	2	\$35.00	\$70.00	
Review Training	0	\$10.00	\$0.00	
Receiving/Poll Book Clerk	4	\$135.00	\$540.00	
Training Course(s)	4	\$35.00	\$140.00	
Review Training	0	\$10.00	\$0.00	
Provisional/Poll Book Clerk	4	\$135.00	\$540.00	
Training Course(s)	4	\$35.00	\$140.00	
Review Training	0	\$10.00	\$0.00	
Host	0	\$125.00	\$0.00	
Training Course(s)	0	\$25.00	\$0.00	
Mileage	69	\$0.25	\$17.25	
Alternate Poll Workers	1	\$232.50	\$15.50	Shared with 15 cities
		<b>Sub Total</b>	<b>\$1,992.75</b>	

**Poll Worker Recruitment and Training**

Poll Worker Recruitment and Administration	11	\$8.00	\$88.00	Per Poll Worker
Training Creation and Preparation (Includes equipment and preparation)	1	\$500.00	\$33.33	Shared with 15 cities
Poll Worker Handbook and Supplies	11	\$1.00	\$11.00	
Poll Worker Training (per person)	11	\$20.00	\$220.00	
Review Training (per person)	0	\$10.00	\$0.00	
		<b>Sub Total</b>	<b>\$352.33</b>	

**Equipment**

Touch Screen (TSX) Includes:	11	\$75.00	\$825.00	(150 voters per machine, minimum of 3 machines per location)
Testing Pre and Post election				
Security Seals				
Canister, Label, and (1) Roll of Paper				(1 per machine)
Printer Housing				(1 per machine)
VIBS--Visually Impaired Ballot Station (Keypad & Headphones)				(1 per polling location)
Voter Access Cards				(4 per machine)
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WiFi Connection	1	\$40.00	\$40.00	
Laptop Computers, Programming, Pre/Post Test (includes Poll Books)	8	\$75.00	\$600.00	(If using electronic voter check in, 1 laptop per 500 voters)
		<b>Sub Total</b>	<b>\$1,470.00</b>	

**Consumable Supplies**

Paper Roll (for each additional)	0	\$1.00	\$0.00	(No charge for unused and returned paper rolls)
Canister Label	0	\$1.00	\$0.00	
Canisters	0	\$10.00	\$0.00	
Polling Location Supplies	1	\$35.00	\$35.00	(Forms, instructions, signs, stickers, pens, pencils, name tags, etc.)
		<b>Sub Total</b>	<b>\$35.00</b>	

**Ballot Layout and Programming**

Gems Programming/ Ballot Logic and Accuracy Testing - TSX & Optical Scan	31	\$800.00	\$124.62	Shared with 199 precincts
City/District set-up (cities/districts with new recorders/clerks)	0	\$75.00	\$0.00	
Memory Card Programming (per card)	11	\$15.00	\$165.00	
Audio Programming	1	\$50.00	\$50.00	
		<b>Sub Total</b>	<b>\$339.62</b>	

**Election Services**

Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared with 15 cities
Election Rovers (training & election day - per person)	5	\$500.00	\$178.57	Shared with 14 cities
Election Night Clerk Staff Support	1	\$1,400.00	\$93.33	Shared with 15 cities
Election Night Security	1	\$150.00	\$10.00	Shared with 15 cities
Election Night Ballot / Supply Return Teams	1	\$210.00	\$14.00	Shared with 15 polling locations
Rover Kits (each)	7	\$25.00	\$11.67	Shared with 15 cities
Rovers Training	1	\$400.00	\$26.67	Shared with 15 cities
Help Desk Set-Up	1	\$75.00	\$5.00	Shared with 15 cities
Help Desk Staff	1	\$450.00	\$30.00	Shared with 15 cities based on pre and post regular work day hrs.
Pre-Canvass Ballot Issues, Audit, if needed	0	\$300.00	\$0.00	Shared with 0 cities
Canvass Preparation	0	\$150.00	\$0.00	Shared with 15 cities
		<b>Sub Total</b>	<b>\$389.24</b>	

**Delivery and Pickup (machines & supplies at polls)**

Delivery (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
Pickup (per location)	1	\$34.50	\$34.50	Actual cost per contract with moving company
		<b>Sub Total</b>	<b>\$69.00</b>	

**Election Night Counting - IT Services**

TSX Counters	1	\$750.00	\$50.00	Shared with 15 cities based on # of hrs. -- election specific
		<b>Sub Total</b>	<b>\$50.00</b>	

**By-Mail and Paper Ballots**

**Materials**

By-Mail Outer Envelopes	25366	\$0.10	\$2,409.77	
By-Mail Inner Return Envelopes	25366	\$0.09	\$2,282.94	
By-Mail Ballots	25366	\$0.28	\$7,102.48	
Paper Ballots - Election Day, Early Vote, Extra for Remakes, Late Absentee	0	\$0.28	\$0.00	
Test Deck Paper Ballots	1	\$175.00	\$11.67	Shared with 15 cities
Printed Inserts for ID Requirements	1	\$80.00	\$5.33	Shared with 15 cities

**Administration**

Ballot set-up (per style)	7	\$1.00	\$7.00	
Database Setup for Ballots By IVS	1	\$500.00	\$33.33	Shared with 15 cities
Database Setup for Integravote (ballot insertion) By (IVS)	1	\$500.00	\$33.33	Shared with 15 cities
Ballot Preparation Assembly into Envelopes (each sent out)	25366	\$0.29	\$7,356.14	
Signature Verification and Tabulation Prep. (each returned)	9702	\$0.16	\$1,552.32	
Tabulation (each returned)	9702	\$0.15	\$1,455.30	

**Postage**

Freight to Salt Lake City for Non-Profit Rate Out-Bound (each)	25366	\$0.03	\$653.08	Total freight / total Ballots = freight cost per each ballot
Postage Out-Bound	25366	\$0.11	\$2,790.26	Actual Postage
Postage In-Bound	9702	\$0.46	\$4,462.92	Actual Postage
		<b>Sub Total</b>	<b>\$30,155.87</b>	

**Post Election**

Provisional Verification (per hour)	2.08	\$25.00	\$52.00	
		<b>Sub Total</b>	<b>\$52.00</b>	

**General Administration**

Election Administration Support	1	\$45.00	\$45.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		<b>Sub Total</b>	<b>\$45.00</b>	

**Additional Special Services**

Election Notice in papers	1	\$5,123.00	\$341.53	Shared with 15 cities
Election Results in papers	1	\$4,011.52	\$267.43	Shared with 15 cities

**Total Election Expense**                    \$35,559.79  
**District/County Portion**  
**Amount Due From City**                    \$35,559.79



# BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR  
Randy C. Lewis  
CITY COUNCIL  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook John  
M. Knight  
John Pitt  
CITY MANAGER  
Gary R. Hill

## Bountiful City Resolution 2017-02

### A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND BOUNTIFUL CITY TO JOINTLY CONDUCT THE 2017 BOUNTIFUL MUNICIPAL ELECTION

It is the finding of the Bountiful City Council that:

1. 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. Davis County and various cities of Davis County, including Bountiful, desire to enter into individual cooperative agreements wherein the County will provide certain election services for the City in the 2017 municipal election; and
3. It is in the best interest of the City to enter into this Interlocal Agreement in order to discharge its duty to conduct an election and to provide for the efficient use of funds and resources; and
4. This Agreement has an effective date when signed by the parties and terminating December 31, 2017; it does not create an interlocal entity; and 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 Cooperation Agreement between Bountiful City and Davis County to jointly conduct the 2017 Bountiful municipal election.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement and any other documents necessary to carry out the intent of this Agreement for and in behalf of the City.

Section 3. Implementation. The City Manager, City Recorder 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 28<sup>th</sup> day of February, 2017.

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Mayor Randy C. Lewis

**ATTEST:**

---

City Recorder Shawna Andrus



# City Council Staff Report

**Subject:** Transformer Bid Approval  
**Author:** Allen Ray Johnson, Director  
**Department:** Light & Power  
**Date:** February 28, 2017



## **Background**

Our inventory of overhead and underground transformers is running low, and we need to purchase some to replenish it. The transformers will be used to replace damaged or leaking transformers and future construction projects throughout the City.

## **Analysis**

Invitations to submit a bid for the single and 3-phase transformers were sent out to two (2) major suppliers. The transformer bid specifications were sent with the bid request.

30 (ea.) 50 KVA single phase Pole	3 (ea.) 100 KVA single phase Pad
30 (ea.) 50 KVA single phase Pad	2 (ea.) 500 KVA three phase Pad
4 (ea.) 75 KVA single phase Pad	2 (ea.) 1000 KVA three phase Pad

We received and opened sealed bids from two (2) different suppliers on February 7, 2017 at 11:00 a.m. The results are as follows:

<b>Distributors</b>	<b>Total Transformers Cost</b>	<b>Delivery</b>
<b>Anixter Power Solutions G.E. Salt Lake City, Utah</b>	\$136,084.90	9-12 weeks
Northern Power - Ermco Centerville, Utah	\$ 152,054.00	8-10 weeks
Anixter Power Solutions LLC Cooper Salt Lake City, Utah	\$ 173,595.00	7-19 weeks

## **Department Review**

This has been reviewed by the Power Department Staff and the City Manager.

## **Significant Impacts**

These transformers will be purchased and placed into inventory.

## **Recommendation**

The Power Commission and Staff recommend the approval of the low bid for 71 transformers from Anixter Power Systems for \$136,084.90

## **Attachments**

None





# City Council Staff Report

**Subject:** Service bodies Bid Approval  
**Author:** Allen Ray Johnson, Director  
**Department:** Light & Power  
**Date:** February 28, 2017



## **Background**

The Light & Power Department 2016-17 budget includes the purchase of two (2) service utility trucks. Our line crew will utilize one truck and the second truck will be used by substation technicians. The two trucks and service bodies are uniquely built for each purpose.

The two new trucks have already been purchased and have been ordered and we now need to purchase the service bodies to put on them.

## **Analysis**

We have requested bids from three suppliers and received bids from two of our suppliers. The results for the bids are as follows:

<b>Supplier/Manufacturer</b>	<b>Office Location</b>	<b>Total Price</b>	<b>Schedule</b>
<b>Mountain States Industrial Supply</b>	<b>Salt Lake City, Utah</b>	<b>\$64,819.00</b>	<b>12-16 wks</b>
Semi Service, Knapheide	Salt Lake City, Utah	\$83,982.80	<b>12-16 wks</b>
Semi Service, Reading	Salt Lake City, Utah	No Bid	

Although Semi Service has the state bid for service bodies, they were not the low bidder. We believe that the bids from Mountain States Industrial Supply meet our needs.

## **Department Review**

The Power Commission, Staff, and the City Manager have reviewed this bid.

## **Significant Impacts**

These two trucks and service bodies are included in the 2016-17 fiscal budget in the Capital Vehicles account 535300-474600. The total purchase of trucks and service bodies is within the \$164,000 budgeted and identified for these vehicles.

## **Recommendation**

The Power Commission and staff recommends approval of the low bid for the purchase of two (2) service bodies from Mountain States Industrial Supply costing a total of \$64,819.

## **Attachments**

None.



# City Council Staff Report

**Subject:** Plant Air Quality Revision  
**Author:** Allen Ray Johnson  
**Department:** Light & Power  
**Date:** February 28, 2017



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## **Background**

We have received a letter from the Division of Air Quality (DAQ) informing us that the DAQ has begun work on a serious area attainment control plan. Because we presently hold an air quality permit with the potential to emit 100 tons per year of NO<sub>x</sub> our generation units are included in the serious area attainment control plan. We have two options to consider.

The first option is to voluntarily reduce our potential to emit from 100 tons per year to 69 tons per year.

The second option is to identify and evaluate all applicable emission control measures and techniques available for all three generation units. Our evaluation must take into account technological and economical feasibility of all available emission controls. We will also need to submit an evaluation to establish emission limits and emission monitoring for each generation unit.

The emission controls part of the second option which could be required by the DAQ would require a significant investment.

The emissions limits that could be implemented under the second option would very likely reduce our potential to emit below 69 tons per year but if they are imposed by the DAQ we would still be considered a major source for emissions.

The emissions monitoring limits that could be implemented by DAQ under the second option would require additional staff and would be an ongoing expense for the life of the generation units.

## **Analysis**

We have hired Stantec to assist us in reviewing these two options. They have assisted us with previous Air Quality permitting issues and have a great deal of expertise in this area.

## **Department Review**

This has been reviewed by Stantec, the Power Department Staff, and the City Manager.

### **Significant Impacts**

With the removal of our internal combustion generation units the option to voluntarily reduce our power plant potential to emit NOx from 100 tons per year to 69 tons per year has become a reasonable choice. The new natural gas turbines have much lower emission levels and would still be available for operation most of the year. Option one will not require any investment at this time.

### **Recommendation**

The Power Commission, Staff and Stantec recommend that we voluntarily reduce our power plant potential to emit NOx from 100 tons per year to 69 tons per year.

### **Attachments**

DAQ Letter dated January 23, 2017



State of Utah

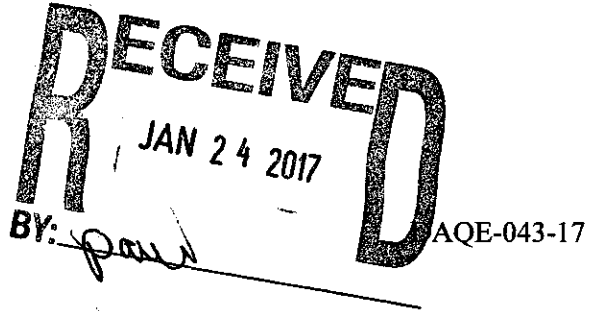
GARY R. HERBERT  
Governor

SPENCER J. COX  
Lieutenant Governor

Department of  
Environmental Quality

Alan Matheson  
Executive Director

DIVISION OF AIR QUALITY  
Bryce C. Bird  
Director



AQE-043-17

January 23, 2017

Allen Johnson  
Bountiful City Light and Power  
198 South 200 West  
Bountiful, Utah 84010

Dear Mr. Johnson:

RE: Serious Nonattainment Area (NAA) State Implementation Plan (SIP) Control Strategy Requirements

The Division of Air Quality (DAQ) has begun work on a serious area attainment control plan as required by and as detailed in 40 CFR 51 Subpart Z (See FR Vol. 81, No. 164, August 24, 2016, pp. 58151). This rule requires the DAQ to identify, adopt, and implement Best Available Control Measures (BACM) on major sources of PM<sub>2.5</sub> and PM<sub>2.5</sub> precursors. The Approval Order (AO) issued to (*Bountiful City Light and Power*) allows emissions of 70 tons or more per year for PM<sub>2.5</sub> and/or PM<sub>2.5</sub> precursors, which is the major source threshold in an area of serious nonattainment for PM<sub>2.5</sub>. In accordance with the implementation rule, (*Bountiful City Light and Power*) is a major source and is therefore subject to the rule.

As a major source subject to the rule, your emission units will be included in the serious area attainment control plan, and the DAQ is requesting your assistance in determining acceptable pollution controls.

Subpart Z requires that we identify all potential control measures to reduce emissions of direct PM<sub>2.5</sub> as well as PM<sub>2.5</sub> precursors (SO<sub>x</sub>, NO<sub>x</sub>, VOC, and ammonia), and assess these potential measures for both technological and economic feasibility. Also necessary will be an assessment of when a potential measure could actually be implemented.

The criteria for determining whether these potential control measures are feasible will be more stringent than they had been when such measures were evaluated in the Moderate Area SIPs, where the benchmark had been Reasonably Available Controls (RACM/RACT). Once reclassified, Serious Areas must implement Best Available Controls (BACM/BACT) in order to meet the PM<sub>2.5</sub> health standards.

Should the area not be able to meet the PM<sub>2.5</sub> standards by the statutory Serious Area attainment date (December 31, 2019), whether by modeled prediction or actual ambient monitoring, the standard of control measure feasibility would rise once more to what are called Most Stringent Measures (MSM). While it is possible that your company may have recently performed a BACT analysis under the new

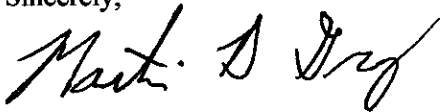
source review permitting program, or for moderate SIP control measures, please be aware that reaching attainment under the Serious SIP requires that all applicable control measures and techniques be identified and evaluated or re-evaluated to determine their applicability. This evaluation must be a detailed, written justification of each available control strategy, taking into account technological and economic feasibility, and including documentation to justify the elimination of any available controls.

A second but related evaluation must also be performed regarding the proper establishment of emission limits and emissions monitoring for each emitting unit. As you conduct your BACT analysis, the DAQ requests that you propose appropriate limits and monitoring requirements for each emitting unit, along with a justification for the adequacy of your suggested measures.

DAQ staff will be conducting related research to meet the requirements of the implementation rule so it can perform a detailed review of the information you provide, and select appropriate controls. The DAQ must complete the SIP process by the end of July so that it can be reviewed and approved for public comment by the Air Quality Board (AQB) in September and then finalized in December for submittal to the Environmental Protection Agency (EPA) by December 31, 2017. The DAQ understands the magnitude of this effort but believes it can be completed in a timely manner with your assistance. Please submit your analysis to the DAQ no later than April 30, 2017.

Given the short time period available to develop and implement these control strategies, we ask that you contact your current New Source Review (NSR) permitting engineer as soon as possible to discuss any questions you have regarding this analysis. If you are pursuing emissions reductions to no longer be a major source subject to the implementation rule, the required action (Notice of Intent (NOI) or reduction in emissions) must be submitted to the DAQ before February 15, 2017. You can also reach me at (801) 536-4151 with any questions.

Sincerely,



Martin D. Gray, Manager  
New Source Review Section  
Utah Division of Air Quality

MDG:kw

# City Council Staff Report

**Subject:** Plant Fuel Tank Closure  
**Author:** Allen Ray Johnson  
**Department:** Light & Power  
**Date:** February 28, 2017



## **Background**

We have two 20,000 gallon underground storage tanks at the power plant that were used to store diesel fuel needed to run our old internal combustion generation units. All of the internal combustion generation units have been taken out of service and all but one have been removed from the site. Due to the existing equipment, a retaining wall, and underground gas and power lines in close proximity to the underground storage tanks, we have decided to close the tanks in place rather than removing them. This is a process that is monitored and certified by the State of Utah. We have money budgeted this year to take care of the closure of these tanks and would like to get this taken care of this spring.

## **Analysis**

The invitation to quote this work was sent out to four State Certified tank closure Contractors and the results are as follows.

<b>Contractor</b>	<b>Local Office</b>	<b>Total Bid</b>
<b>E. T. Technologies, Inc.</b>	<b>Salt Lake City, Utah</b>	<b>\$38,082</b>
Spackman Enterprises, L.C.	Centerville, Utah	\$46,277
Wasatch Equipment	Salt Lake City, Utah	\$50,430
ATC Group Services LLC	West Valley, Utah	\$70,555

## **Department Review**

This has been reviewed by the Power Department Staff, the Power Commission, and the City Manager.

## **Significant Impacts**

We have budgeted \$40,000 for this item in the 2016-17 fiscal budget under Storage Tank Fees, account number 535300-448616.

## **Recommendation**

The Power Commission and staff recommend the approval of the Quote from E. T. Technologies Inc. for a total of \$38,082.

## **Attachments**

None





# City Council Staff Report

**Subject:** Water Department Equipment  
**Author:** Mark Slagowski  
**Department:** Water Department  
**Date:** February 28, 2017



## Background

We included in our 2016-17 budget funds to replace a pump, motor and control panel at our Barton Creek pump station, and to replace two pumps, 2 motors and 2 control panels at our Stoneridge pump station. We also have the need to replace a pump and motor at our 3100 South pump station.

## Analysis

We have received pricing from two of the three companies we submitted RFPs to and they are as follows...

### Stoneridge

CH Spencer	Delco Western	Nickerson Company
2 Pumps 2 motors (not installed)	2 pumps 2 motors	2 pumps 2 motors (installed)
\$29,800	No Response	\$29,277

### Barton Creek

CH Spencer	Delco Western	Nickerson Company
1 Pump 1 Motor (not installed)	No Response	1 Pump 1 Motor (installed)
\$14,200		\$14,500

### 3100 South Booster Station

CH Spencer	Delco Western	Nickerson Company
1 Pump 1 Motor (not installed)	No Response	1 Pump 1 Motor (installed)
\$23,425		\$23,414

### Control Equipment Panels

We were able to obtain pricing from two vendors and they are as follows...

Electro Power Utah	Westech
Stoneridge 2 Panels	Stoneridge 2 Panels
\$21,668	\$29,835
Panel Installation \$2,996	Panel Installation (included)
Total \$24,664	Total \$29,835

Control Equipment Panel	
Barton Creek	
Electro Power Utah	Westech
\$10,934	\$15,017
Installation	Installation
ID Electric \$1,594	\$ Included
Total \$12,528	Total \$15,017

**Department Review**

I have reviewed the purchase of this equipment with the appropriate staff and with the City Manager.

**Recommendation**

Staff recommends Council approve:

- The purchase of four pumps and four motors from Nickerson Company for a total cost of **\$67,191** installed at Stoneridge, Barton Creek and 3100 South booster stations.
- The purchase of three control panels with installation from Electro Power Utah and installed by ID electric for a total cost of **\$37,192** for the Stoneridge and Barton Creek pump stations.

**Significant Impacts**

The Barton Creek and Stoneridge projects are scheduled replacements reflected in our 10 year capital plan. The 3100 South project is an unforeseen failure and will be paid for out the 515100-466000 budgeted contingency fund.

**Attachments** - None

# Council Staff Report

**Subject:** Selection of General Contractor / Construction Manager for the Mueller Park Treatment Plant Upgrade  
**Address:** Mueller Park  
**Author:** City Engineer  
**Department:** Engineering  
**Date:** February 28, 2017

---



## Background

For several years the water Department has been planning for the updating of the Mueller Park water treatment plant to meet the more stringent Clean Water standards. In the spring of 2016 the Water Dept. conducted a pilot study of the technology that appears to be most promising for the water we treat in Mill Creek. That study was successful so a consulting engineer was selected to prepare the plans and specifications for the new treatment system and the needed modifications to the existing building.

Because we have had such success using the CM/GC method of construction, and because this project is VERY time critical, I decided that CM/GC would be the best way to insure that the modifications to the plant would be done in a timely manner and not put 20% of our total water supply at risk.

## Analysis

In late December, the Engineering Department, along with our consultant, JUB Engineers, issued a formal RFP which invited the local contractors to submit proposals. Of the fifteen companies that attended the mandatory pre-submittal meeting, 9 delivered proposals. As was done with the selection of the architect, each proposal included a separate fee schedule so that qualifications could be evaluated independently of the proposed cost.

Proposals have been evaluated by a Selection Committee consisting of Mark Slagowski, Todd Christensen, Brett Eggett, Lloyd Cheney, Paul Rowland and our consultant Christina Osborn. The Committee reviewed and ranked each proposal based on the experience of the contractor with the CM/GC process, the understanding about and proposed approach to the project, and other criteria established in the RFP document. As the final step in the evaluation process, the Fee Proposals were considered by the Committee.

After the proposals were discussed and ranked, the fee proposals were reviewed to see that there was not a disparity in the fees that would otherwise modify the decision of the committee. The fee proposals of the top proposers were very much in line with expectations and in fact the fees for the two highest ranked proposals were also the lowest submitted.

Based on that review two prospective contractors were asked to interview for the job, Ellsworth Paulson Construction and Hogan Construction.

On Tuesday February 21, the two groups presented to the selection committee and after deliberation following the two very professional presentations, the selection committee makes the recommendation that the City award the contract for the update and modification of the Mueller Park Water Treatment Plant to Hogan Construction. This was a very hard deliberation with both teams having very strong points in their favor. In the end they were so close with Ellsworth having a little more experience with the process and Hogan having better experience site and building experience it came down to who we were most comfortable working with and to some small extent the pricing difference.

The results of the review and ranking\* for the top two companies are:

Contractor	1 <sup>st</sup> Place Votes	2 <sup>nd</sup> Place Votes	3rd or 4th Place Votes	Total Proposed Fee	Δ
Hogan Construction	2	1	1	\$ 160,800	\$ -
Ellsworth-Paulson Const.	4	0	2	\$ 224,100	\$ 63,300

\* Ranking was completed before fee proposals were opened.

### Department Review

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

### Recommendation

It is recommended that the City Council award Hogan Construction the contract for Construction Manager/General Contractor Services for the Mueller Park Water Treatment Plant upgrade project at the rates established in their proposal.

### Significant Impacts

Funding for CM/GC services has been allocated in the project budget.

### Attachments

None. Proposals are available for review if requested.

# City Council Staff Report



**Subject:** Easement Release Request at 325 Maxine Circle  
**Author:** Paul Rowland  
**Department:** Engineering  
**Date:** February 28, 2017

## **Background**

Perry homes has purchased to lot at 325 Maxine Circle along with a strip of the unused portion of property of the neighboring Lewis Park. The addition of the park property to the Maxine Circle lot leaves a portion of unused and orphaned easement that the owner is now requesting that the City Council release.

## **Analysis**

The City Council will recall that just several weeks ago approval was given for the sale of the undeveloped/unused portion of the Lewis Park property just south of the upper soccer field. Attaching that parcel to the Lewis Park Subdivision lot makes sense and is to the advantage of both the city and the neighboring property owner. Adding that ground to the back of the lot did leave a utility easement hanging out in the middle of nowhere. The same thing happened when the similar parcel was sold to the neighbor to the east. This easement needs to be released, just as the one next door was.

All of the utility companies that signed the subdivision plat have reviewed the request and all have signed off on the release. A new easement is not really needed because the adjoining property is all owned by the city and the portion of the adjoining property where a new easement would extend into is covered by a swimming pool and 12 ft. tall retaining wall.

## **Department Review**

This has been reviewed by the Engineering Department.

## **Significant Impacts**

None

## **Recommendation**

I recommend that the City Council approve this Easement Release and authorize the Mayor to sign the release document.

## **Attachments**

Lovely color aerial photograph showing the location of the proposed release  
Copy of the Release of Easement document signed by the City Engineer

Easement Release for  
325 Maxine Circle



**RELEASE OF EASEMENT**

BOUNTIFUL, a municipal corporation, does hereby release a utility easement over, and under and across the following described property:

**LOT 502, PHASE 5, LEWIS PARK SUBDIVISION**  
 A portion of a 7.00 foot wide Public Utility Easement shown and described on LEWIS PARK Subdivision Phase 5, according to the Official Plat thereof on file in the Office of the Davis County Recorder, located in the SE1/4 of Section 31, Township 2 North, Range 1 East, Salt Lake Base & Meridian, Bountiful, Utah, more particularly described as follows:  
 Beginning at a point located N83°51'00"E along the lot line 7.16 feet from a #5 rebar & cap (found) at the northwest corner of Lot 502, Phase 5, LEWIS PARK Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence N83°51'00"E along the north line of said lot 152.91 feet; thence S3°30'00"W parallel with, and 7.00 feet westerly of the east line of said lot 7.10 feet; thence S83°51'00"W parallel with, and 7.00 feet southerly of said north line 153.24 feet; thence N6°05'20"E parallel with, and 7.00 feet easterly of the west line of said lot 7.16 feet to the point of beginning.

Contains: 1,071 +/- s.f.

**UTILITY COMPANY APPROVAL**

Bountiful City Engineer	<u>[Signature]</u>	Date	<u>2.17.17</u>
Power Company	<u>R. Alan Farnes</u>	Date	<u>1-31-2017</u>
Bountiful Subcon. District	<u>[Signature]</u>	Date	<u>1-31-2017</u>
Questar Gas	<u>ATTACHED PCR</u>	Date	_____
Century Link Qwest Communications	<u>ATTACHED PCR</u>	Date	_____
Bountiful Water	<u>[Signature]</u>	Date	<u>1-31-17</u>
South Davis Sewer	<u>[Signature]</u>	Date	<u>1-31-17</u>
Comcast Television	<u>ATTACHED PCR</u>	Date	_____

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_  
 City Recorder

STATE OF UTAH )  
 )  
 County of Davis )

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, \_\_\_\_\_, Mayor and \_\_\_\_\_, City Recorder of Bountiful, who each being by me duly sworn did say that the above instrument was signed in behalf of Bountiful City, municipal corporation, by authority of the City Council and they did each acknowledge to me that they executed the same.

\_\_\_\_\_  
 Notary Public

Seal

FEB 02 2017

Space above for County Recorder's use  
PARCEL I.D.#

**DISCLAIMER OF UTILITY EASEMENT**

The undersigned, QUESTAR GAS COMPANY, a corporation of the State of Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Davis County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 502, Lewis Park Subdivision, located in the Southeast quarter of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah; said Subdivision recorded in the Office of the County Recorder for Davis County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on January 24, 2017.

QUESTAR GAS COMPANY

By: *Yuka Jenkins*  
Attorney-In-Fact

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE    )

On January 24, 2017, personally appeared before me *Yuka Jenkins*, who, being duly sworn, did say that she is Attorney-In-Fact for QUESTAR GAS COMPANY, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, an official certification of which is recorded as Entry #2766364, at Book 5853, Page 438, in the Office of the Davis County Recorder.

*Chris B. Balling*  
Notary Public





RELEASE OF EASEMENT

BOUNTIFUL, a municipal corporation, does hereby release a utility easement over, and under and across the following described property:

LOT 502, PHASE 5, LEWIS PARK SUBDIVISION

A portion of a 7.00 foot wide Public Utility Easement shown and described on LEWIS PARK Subdivision Phase 5, according to the Official Plat thereof on file in the Office of the Davis County Recorder, located in the SE1/4 of Section 31, Township 2 North, Range 1 East, Salt Lake Base & Meridian, Bountiful, Utah, more particularly described as follows:

Beginning at a point located N83°51'00"E along the lot line 7.16 feet from a #5 rebar & cap (found) at the northwest corner of Lot 502, Phase 5, LEWIS PARK Subdivision, according to the Official Plat thereof on file in the Office of the Davis County Recorder; thence N83°51'00"E along the north line of said lot 152.91 feet; thence S3°30'00"W parallel with, and 7.00 feet westerly of the east line of said lot 7.10 feet; thence S83°51'00"W parallel with, and 7.00 feet southerly of said north line 153.24 feet; thence N6°03'20"E parallel with, and 7.00 feet easterly of the west line of said lot 7.16 feet to the point of beginning.

Contains: 1,071 +/- s.f.

UTILITY COMPANY APPROVAL

Bountiful City Engineer \_\_\_\_\_ Date \_\_\_\_\_
Power Company R. Alan Farnes Date 1-31-2017
Bountiful Subcon. District Wesley E. White Date 1-31-2017
Questar Gas \_\_\_\_\_ Date \_\_\_\_\_
Century Link West Communications \_\_\_\_\_ Date 2-2-2017
Bountiful Water \_\_\_\_\_ Date 1-31-17
South Davis Sewer \_\_\_\_\_ Date 1-31-17
Comcast Television \_\_\_\_\_ Date \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_
City Recorder

STATE OF UTAH )
)
County of Davis )

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, \_\_\_\_\_, Mayor and \_\_\_\_\_, City Recorder of Bountiful, who each being by me duly sworn did say that the above instrument was signed in behalf of Bountiful City, municipal corporation, by authority of the City Council and they did each acknowledge to me that they executed the same.

\_\_\_\_\_  
Notary Public

Seal

RELEASE OF EASEMENT

BOUNTIFUL, a municipal corporation, does hereby release a utility easement over, and under and across the following described property:

See Attached legal Description

UTILITY COMPANY APPROVAL

Bountiful City Engineer \_\_\_\_\_ Date \_\_\_\_\_
Power Company \_\_\_\_\_ Date \_\_\_\_\_
Bountiful Subcon. District \_\_\_\_\_ Date \_\_\_\_\_
Questar Gas \_\_\_\_\_ Date \_\_\_\_\_
Qwest Communications \_\_\_\_\_ Date \_\_\_\_\_
Bountiful Water \_\_\_\_\_ Date \_\_\_\_\_
South Davis Sewer \_\_\_\_\_ Date \_\_\_\_\_
Comcast Television [Signature] \_\_\_\_\_ Date 1/31/2017

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Mayor \_\_\_\_\_

Attest: \_\_\_\_\_
City Recorder

STATE OF UTAH )
County of Davis )

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, personally appeared before me, \_\_\_\_\_, Mayor and \_\_\_\_\_, City Recorder of Bountiful, who each being by me duly sworn did say that the above instrument was signed in behalf of Bountiful City, municipal corporation, by authority of the City Council and they did each acknowledge to me that they executed the same.

\_\_\_\_\_  
Notary Public

Seal

# City Council Staff Report

**Subject:** Davis County Animal Control Contract  
**Author:** Chief Ross  
**Department:** Police Department  
**Date:** February 28, 2017



## **Background**

In 2016, Bountiful City and Davis County entered into an Interlocal Cooperation Agreement for Animal Services. Attached to this report is Amendment No. 1 to the Interlocal Cooperation Agreement for Animal Services setting the rates for calendar year 2017. The City's obligation for service calls, based on 2016's Usage Rate is \$74,539.90. The City's obligation to the County for wild nuisance animal pickup and/or euthanization calls, based on 2016 Usage Rates is \$4,686.50. The City's obligation to the County for the Capital Projects Fund regarding the shelter, based on 2016 Usage rates is \$5,265.66 for a yearly total of \$84,492.06.

## **Analysis**

The Interlocal Agreement entered into in May of 2016 outlined a plan to address ongoing operating and capital costs of Animal Control through a 50% City/50% County cost sharing plan after applying Animal Control revenues. Each city's cost share is based on an average of two years of animal control call volume in each city. The agreement also identifies plans for accumulating an Animal Control capital fund of \$562,000 over a five year period. The county and each city will each fund the capital reserve in a 50/50 cost sharing plan in annual assessments of 20% of the amount needed to complete funding of the \$562,000 fund balance within the five year period. This Amendment No. 1 to the Interlocal Agreement is in line with the agreement reached in 2016.

## **Department Review**

This report, along with the attached Amendment No. 1 to the Interlocal Cooperation Agreement, has been reviewed and comes with the concurrence of the Police Chief and City Manager..

## **Significant Impacts**

Costs for Animal Control Services increased \$4,430 from the 2016 assessed rates.

## **Recommendation**

Staff recommends City Council approval of the attached Amendment No. 1 to the Interlocal Cooperation Agreement for Animal Control Services from Davis County with grant of authority for the Mayor, City Recorder and City Attorney to sign on behalf of the City. Davis County has requested that the City sign and return Amendment No. 1 to the Interlocal Cooperation Agreement to the Animal Control Director by February 28, 2017.

**Attachments**

Bountiful City and Davis County Amendment No. 1 to the Interlocal Cooperation Agreement for 2017.

**AMENDMENT NO. 1 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES**

This Amendment No. 1 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 1”) is made and entered into as of January 1, 2017, by and between Davis County, a political subdivision of the state of Utah (the “County”), and Bountiful City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

**RECITALS**

This Amendment No. 1 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-229 (the “Agreement”); and
- B. The Parties, through this Amendment No. 1, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 1, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

**EXHIBIT A**

The City’s 2017 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2017 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,630,576
	Operating:	\$316,581
	Capital Equipment:	\$42,900
	Allocations:	+ 105,490
	Total Expenditures:	\$2,095,547
Projected 2017 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000
	Shelter Fees:	\$190,000
	Surgical Fees:	\$45,000
	Wildlife Fees:	\$37,929
	Donations:	+ \$11,500
	Total Revenues:	\$504,429
Projected 2017 Expenditures Less Projected 2017 Revenues:		\$2,095,547
		- \$504,429
		\$1,591,118
Combined Cities’ 50% Obligation:		\$1,591,118
		x 0.50
		\$795,559
Average of the City’s Total Billable Calls for 2015 and 2016:		993.50
Average of Combined Cities’ Total Billable Calls for 2015 and 2016:		10,604

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
The City's 2016 Usage Rate:		993.50/ <u>10,604</u>
		9.3695%
The City's 2017 Calendar Year Obligation to the County:		\$74,539.90

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2016:	182
Cost to City for Each Wildlife Call in 2016:	\$25.75
The City's 2017 Calendar Year Obligation to County for Wildlife Calls:	\$4,686.50

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2017 calendar year obligation to the County for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2017 Obligation of the Combined Cities:	\$56,200.00
The City's 2016 Usage Rate:	9.3695%
The City's 2017 Calendar Year Obligation to the County:	\$5,265.66

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 1, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p>  <p>By: _____ Chair, Board of Davis County Commissioners Date: _____</p> <p>ATTEST:</p>  _____ Davis County Clerk/Auditor Date: _____ <p>APPROVED AS TO FORM AND LEGALITY:</p>  _____ Davis County Attorney's Office Date: _____	<p>BOUNTIFUL CITY</p>  <p>By: _____ Mayor Date: _____</p> <p>ATTEST:</p>  _____ City Recorder Date: _____ <p>APPROVED AS TO FORM AND LEGALITY:</p>  _____ City Attorney Date: _____
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# City Council Staff Report



**Subject:** Franchise Agreement - Comcast  
**Author:** Clinton Drake  
**Dept:** Legal  
**Date:** 28 February 2017

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## **Background**

Franchise agreements are contracts between the City and a company to allow the company to use the public rights of way to deliver their service or product. Franchise agreements are common with organizations that provide products and services such as natural gas, telephone, internet and cable television. The companies pay for the use of the rights of way by charging the consumer for a product or service delivered. First Digital Telecom LLC provides telecommunication transmission services and wishes to provide these services to commercial customers in Bountiful City. First Digital intends to provide these services through a telecom fiber network that will utilize UDOT conduit already located in the ground. First Digital desires to provide services in the areas of the Performance Ford and Honda dealerships just off 1875 South and the Deseret First Credit Union on Main Street.

## **Analysis**

Bountiful City Municipal Code Title 11 allows for cable related services franchises in within the corporate limits of the City. First Digital desires to provide telecommunication related services in Bountiful City. Approval of the Franchise Agreement allows for First Digital to provide these services to potential consumers in Bountiful City.

The term of the Franchise Agreement is for a period of ten (10) years. As previously noted, companies pay a franchise fee in exchange for the ability to use public rights of way to deliver services to consumers. In order to efficiently deliver services, a company may locate property under or over the right of way subject to the terms and conditions of the Franchise Agreement, Federal and State law, and local ordinances. First Digital will pay a telecommunication license tax pursuant to Utah law.

## **Department Review**

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

## **Significant Impacts**

Approval of the Franchise Agreement will permit First Digital to provide services to commercial customers in Bountiful City.

**Recommendation**

It is recommended that the City Council approve the Franchise Agreement with First Digital.

**Attachments**

Franchise Agreement

First Digital Franchise Application

Certificate of Liability Insurance

Franchise Agreement  
Between  
Bountiful City  
And First Digital Telecom LLC

THIS FRANCHISE AGREEMENT (“Agreement”) is entered into by and between the Bountiful City, Utah, a municipal corporation and political subdivision of the State of Utah (“CITY”), with its principal offices at 790 South 100 East, Bountiful, Utah 84010, and FirstDigital Telecom, LLC, a Utah Limited Liability Company (“PROVIDER”), with its principal offices at 90 South 400 West Suite M100, Salt Lake City, Utah 84101

**WITNESSETH:**

WHEREAS, PROVIDER desires to provide telecommunications transmission services within CITY and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of CITY; and

WHEREAS, CITY has enacted Title 11 of the Bountiful City Municipal Code (hereinafter the “Franchise Ordinance”) which governs the application and review process for telecommunication franchises in CITY; and

WHEREAS, CITY, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public for PROVIDER to have a nonexclusive franchise to operate a telecommunications network in CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, CITY and PROVIDER agree as follows:

**ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE**

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and PROVIDER.

1.2 Ordinance. CITY has adopted the Franchise Ordinance which is attached to this Agreement as Exhibit “A” and incorporated herein by reference. PROVIDER acknowledges that it has had an opportunity to read and become familiar with the Franchise Ordinance. The parties agree that the terms of this Agreement are intended to, and that each party hereby agrees to be contractually bound to, comply with the terms of the Franchise Ordinance. The definitions in the Franchise Ordinance shall apply herein unless a different meaning is specifically indicated herein. Nothing in this Section shall be deemed to require PROVIDER to comply with any provision of the Franchise Ordinance which is determined to be unlawful or beyond CITY’s authority.

1.3 Ordinance Amendments. CITY reserves the right to amend Franchise Ordinance at any time. CITY shall give PROVIDER notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between PROVIDER’s rights and obligations under the Franchise Ordinance as amended and this Agreement, the provisions of this

Agreement shall govern during its term. Otherwise, PROVIDER agrees to comply with any such amendments.

1.4 Franchise Description. The franchise provided hereby shall confer upon PROVIDER the nonexclusive right, privilege, and franchise to own, construct, maintain, lease, use, and operate a telecommunications network in, under and across the present and future public rights-of-way in CITY. The franchise does not grant to PROVIDER the right, privilege or authority to engage in community antenna (or Cable) television business; although, nothing contained herein shall preclude PROVIDER from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize PROVIDER's system within CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 Licenses. PROVIDER acknowledges that it has obtained the necessary approvals, licenses, or permits required by federal and state law to fulfill its obligations consistent with the provisions of this Agreement and with the Telecommunication System Franchises Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in a manner that would indicate any such relationship with each other.

## **ARTICLE 2. FRANCHISE TAX**

2.1 Municipal Telecommunications License Tax. For the Franchise granted herein, PROVIDER shall pay to CITY a municipal telecommunications license tax pursuant to the Municipal Telecommunications License Tax Act adopted by the State. UCA § 10-1-401 *et seq*

2.2 Equal Treatment. CITY agrees that if any service forming part of the base for calculating the franchise fee under this Agreement is, or becomes, subject to competition from a third party, CITY will either impose and collect from such third party a fee or tax on gross revenues from such competing service in the same percentage specified herein, plus the percentage specified as a utility revenue tax or license fee in the then current ordinances of CITY, or waive collection of the fees provided for herein that are subject to such competition.

## **ARTICLE 3. TERM AND RENEWAL**

3.1 Term and Renewal. The franchise granted to PROVIDER shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by PROVIDER upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to CITY's representative designated herein written notice of PROVIDER's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of PROVIDER upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between PROVIDER and CITY, or by revocation or forfeiture, PROVIDER shall remove from CITY's rights-of-way any

and all of its system, but in such event, it shall be the duty of PROVIDER, immediately upon such occurrence, to restore the rights-of-way from which such system is removed to as good a condition as the same was before the removal was effected.

#### **ARTICLE 4. PUBLIC USE RIGHTS**

4.1 CITY Uses of Poles and Overhead Structures. CITY shall have the right, without cost, to use all poles owned by PROVIDER within CITY for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by CITY shall be for activities owned, operated, or used by CITY for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 Limitations on Use Rights. Nothing in this Agreement shall be construed to require PROVIDER to alter the manner in which PROVIDER operates and maintains its equipment. Such CITY attachments, if any, shall be installed and maintained in accordance with the reasonable requirements of PROVIDER and the current National Electrical Safety Code. CITY attachments shall be attached or installed only after written approval by PROVIDER, which approval will be processed in a timely manner and will not be unreasonably withheld. All PROVIDER'S equipment shall be, to the extent reasonably possible, installed underground. Provider shall not

4.3 Maintenance of CITY Facilities. CITY's use rights shall also be subject to the parties reaching an agreement regarding CITY's maintenance of CITY attachments.

#### **ARTICLE 5. POLICE POWERS**

CITY expressly reserves, and PROVIDER expressly recognizes, CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

#### **ARTICLE 6. CHANGING CONDITIONS, SEVERABILITY, AND ASSIGNMENT**

6.1 Meet to Confer. PROVIDER and CITY recognize that many aspects of PROVIDER's business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way PROVIDER conducts its business and the way CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, PROVIDER and CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications System Franchise Ordinance is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory, or administrative authority having jurisdiction

thereof, or is determined to be unconstitutional, illegal, or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for CITY is its ability to collect a municipal telecommunications license tax during the term of this Agreement and its ability to manage its affairs in a manner similar to that provided in this Agreement, the Telecommunications System Franchise Ordinance, and CITY'S Excavation Permit Ordinance. For PROVIDER, "material consideration" is its ability to use the City rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement, and CITY'S Ordinance regulating CITY's rights-of-way.

6.3 Assignment. If PROVIDER is the subject of a sale, merger, transfer or assignment, or is disposed of in whole or in part by ordinary sales, consolidation, or otherwise such that its successor entity is obligated to inform or seek the approval of the Public Service Commission of Utah, PROVIDER or its successor shall notify CITY of the nature of the transaction. The notification shall include the successor entity's certification that it unequivocally agrees to all of the terms of this Agreement. Upon receipt of a notification in accordance with this section CITY shall send notice affirming the transfer/assignment of the Agreement to the successor entity. If CITY has good cause to believe that the successor entity may not comply with this Agreement, it may require an application for the transfer/assignment.

## **ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE, AND OTHER REMEDIES**

7.1 Grounds for Termination. CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

7.1.1 PROVIDER fails to make timely payments of the franchise tax required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by CITY of such failure;

7.1.2 PROVIDER, by act or omission, materially violates a material duty herein set forth in any particular within PROVIDER's control, and with respect to which redress is not otherwise herein provided. In such event, CITY, acting by or through its city council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving PROVIDER notice of such determination, PROVIDER, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, PROVIDER shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be

reasonably corrected within the 90-day period provided above, CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of PROVIDER and PROVIDER demonstrates good faith efforts to continue to diligently remedy the alleged failure; or

7.1.3 PROVIDER becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities installed along the public rights-of-way within CITY should be sold under an instrument to secure a debt and is not redeemed by PROVIDER within sixty (60) days.

7.2 Reserved Rights. Nothing contained herein shall be deemed to preclude the Parties' from pursuing any legal or equitable rights or remedies it may have to challenge the action of the other.

7.3 Remedies at Law. In the event PROVIDER or CITY fails to fulfill any of its respective obligations under this Agreement, CITY or PROVIDER, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of CITY and PROVIDER. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

## **ARTICLE 8. PARTIES' DESIGNEES**

8.1 CITY Designee and Address. City Manager or his or her designee(s) shall serve as CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or elsewhere required by statute or ordinance, all notices from PROVIDER or CITY pursuant to or concerning this Agreement, shall be delivered to CITY's representative at Bountiful City Hall, 790 South 100 East, Bountiful, Utah 84010, or such other officer and address as CITY may designate by written notice to PROVIDER.

8.2 PROVIDER Designee and Address. PROVIDER's designee(s) shall serve as PROVIDER's representative regarding administration of this Agreement. Unless otherwise specified herein or subsequently changed by written notice to CITY, all notices from CITY to PROVIDER, pursuant to or concerning this Agreement, shall be delivered to:

Brandon Balmforth,  
90 South, 400 West, Suite M100  
Salt Lake City, Utah 84101

or such other officer and address as PROVIDER may designate by written notice to CITY.

8.3 Failure of Designee. The failure or omission of CITY's or PROVIDER's representative to act shall not constitute any waiver or estoppels by CITY or PROVIDER.

## **ARTICLE 9. INSURANCE AND INDEMNIFICATION**

9.1 Insurance. Prior to commencing operations in CITY pursuant to this Agreement, PROVIDER shall furnish to CITY evidence that it has adequate general liability and property damage insurance. The parties agree that the form, amount and scope of coverage of the insurance policy set forth in Exhibit "B" hereto shall be accepted by CITY as fulfilling the obligations of this Article.

9.2 Indemnification. PROVIDER agrees to indemnify, defend and hold CITY harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from PROVIDER's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by CITY in defense of such claims. CITY shall promptly give written notice to PROVIDER of any claim, demand, lien, liability, or damage, with respect to which CITY seeks indemnification and, unless in CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, CITY shall permit PROVIDER to assume the defense of such with counsel of PROVIDER's choosing, unless CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, PROVIDER shall not be obligated to indemnify, defend or hold CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of CITY.

## **ARTICLE 10. INSTALLATION**

10.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within CITY's rights-of-way, PROVIDER shall coordinate with CITY and other providers or users of CITY's rights-of-way, when such cuts and excavations will be made. When possible, installation, repairs or maintenance of lines and facilities within CITY's rights-of-way shall be made in the same trench and at the time other installations, repairs, or maintenance of facilities are conducted within CITY's rights-of-way.

10.2 Underground Installation. Unless otherwise provided, all of PROVIDER's facilities within CITY shall be constructed underground. PROVIDER may be permitted to install facilities overhead if it is infeasible to go underground at the time. Prior to making any attachments to CITY poles or using any CITY conduit, PROVIDER must enter into a pole attachment agreement or conduit agreement with CITY.

## **ARTICLE 11. MISCELLANEOUS PROVISIONS**

11.1 Binding Agreement. The parties represent that: (a) when executed by their respective parties, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement.

11.2 Utah Law. This Agreement shall be interpreted pursuant to Utah law.



11.3 Time of Essence. Time shall be of the essence of this Agreement.

11.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

11.5 No Presumption. All parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

11.6 Amendments. This Agreement may be modified or amended by written agreement only. No oral modifications or amendments shall be effective.

11.7 Binding Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

[SIGNATURE PAGE FOLLOWS]

SIGNED AND ENTERED INTO THIS \_\_\_\_\_ day of \_\_\_\_\_, 2015.

“CITY”

BOUNTIFUL CITY, a Utah Municipal Corporation

By: \_\_\_\_\_  
Randy Lewis  
Mayor

ATTEST: \_\_\_\_\_  
City Recorder

Approved as to Form:

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

State of Utah )

ss:

County of Davis )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Randy Lewis, the Mayor of the Bountiful City, a Utah municipal corporation, on behalf of said municipal corporation by authority of its City Council.

\_\_\_\_\_  
Notary Public  
My commission expires:  
Residing at:

“PROVIDER”

FirstDigital Telecom, LLC A Utah Limited Liability Company

By: Wesley McDougal  
WESLEY MCDONOGAL, PRESIDENT  
(Print name and title above)

State of UTAH )

ss:

County of SALT LAKE )

The foregoing instrument was acknowledged before me this 19 day of JANUARY, 2016, by WESLEY MCDONOGAL, the PRESIDENT of FirstDigital Telecom, a Utah Limited Liability Company, on behalf of the company.

Teara Bryan  
\_\_\_\_\_  
Notary Public  
Notary registration number: 403807  
My commission expires: 4/19/19



## **Bountiful Franchise Agreement Application Information**

### 1. Company Information

Company Name: FirstDigital Telecom, LLC  
Owners: Wesley McDougal, Roger Boyer, Kem Gardner  
Organizational Structure: Organized as a Limited Liability Company (LLC)  
Organized in the year 2000  
President/CEO: Wesley McDougal  
Address: 90 South 400 West Suite M100  
Salt Lake City, UT 84101  
Website: [www.firstdigital.com](http://www.firstdigital.com)  
Company CFO Contact: Craig DeMordaunt  
Company Engineering Contact: Brandon Balmforth 801-557-1519

### 2. Insurance Provider: Moreton & Company – Utah

P.O Box 58139, Salt Lake City, UT 84158-0139  
Phone: 801-531-1234  
Contact: Irene VanSchelt

3. Franchise Fees: FirstDigital Telecom has since its organization has paid city franchise fees in an amount equal to and consistent of the municipal telecommunications license tax authorized pursuant to the Utah Municipal Telecommunications license Tax Act, Title10, Chapter 1 Part 4, Utah Code Annotated 1953, as amended and imposed and levied pursuant to City Code Title 3, Chapter 6 Article B. All fees are calculated and paid in the manner provided in the Act.

4. Municipalities working with FirstDigital Telecom: Below is listed the municipalities we have Franchise Agreements in place as well as those we have completed applications and waiting for City Council approval

Salt Lake City; Murray; West Jordan; Pleasant Grove; Orem; Lehi; American Fork;  
Provo; South Jordan; Sandy City; Ogden; Farmington

5. Description of Proposed Services: FirstDigital Telecom's intention is to provide telecommunication services to commercial customers on an as needed basis within the city boundaries. We are not a consumer or residential telecom provider. Currently FirstDigital does not operate a telecom fiber network within the city. We do have customers within the city but have utilized current telecom provider's network to service our customers. Where possible, FirstDigital intends to utilize existing UDOT conduit that is already in the ground to install a primary network system. We intend to pull fiber optic cable through the open conduit that is already installed to the side of/under the roadways listed above. On an as needed basis and through the normal course of business, FirstDigital secures new commercial subscribers. When a new subscriber is signed FirstDigital will follow the normal Bountiful City permit process and

submit permits for a specific route from the streets listed above directly to the new subscriber. The number of manholes, locations would be specified with a map and design plan for that specific subscriber route.

6. Timeline: FirstDigital's intended timeline for installing the fiber optics in the streets listed above is within the next 2 months. On an as needed basis, when new subscribers commit to FirstDigital services the typical timeframe for handling a subscriber drop is less than 30 days.

7. Maintenance: Since FirstDigital is utilizing UDOT's conduit, we are required with our agreement with UDOT to maintain, fix, repair any conduit we occupy. We will follow all maintenance requirements as set forth by the City of Bountiful per the Franchise Agreement to be signed.

8. FirstDigital is a Competitive Local Exchange Carrier (CLEC) regulated by the Utah State Public Service Commission. (UPCS) We have been in business since 2000 and have conducted business throughout the state. All local licenses and permits have been obtained in order to conduct business with the State, UDOT or local municipalities. FirstDigital can provide, upon request, a copy of its certificate with the Utah State Public Service Commission in 2000. FirstDigital is required to file an annual report with the UPCS. We are up-to-date and current with our annual state filings.

9. Traffic Control: We use Utah Barricade as our traffic control engineer. FirstDigital always supplies, with a permit request, a traffic control plan completed by Utah Barricade for any intended work. Traffic control plans for the above streets has not been completed. After the Franchise Agreement is put in place, we will put together a traffic control plan for each specific project that may be needed.

10. Our access and line extension policies are to (1) Create an internal company plan for gaining access to a communication line. The internal plan includes maps/design plans and materials needed. (2) Obtain a traffic control plan from Utah Barricade that specifies how the work would be completed safely. (3) Complete permit application material for either the City of Bountiful or UDOT, depending on the right-of-way to gain access. (4) Follow the recommendations of Bountiful City or UDOT (5). Conduct the work.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
1/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Moreton & Company - Utah P.O. Box 58139 Salt Lake City, UT 84158-0139 801 531-1234	<b>CONTACT NAME:</b> Irene VanSchelt
	<b>PHONE (A/C, No, Ext):</b> 801 531-1234 <b>FAX (A/C, No):</b> 801-531-6117 <b>E-MAIL ADDRESS:</b> Irenev@moreton.com
<b>INSURED</b> First Digial Telecom 90 S. 400 West, Ste M-100 Salt Lake City, UT 84101	INSURER(S) AFFORDING COVERAGE <b>INSURER A:</b> Hanover Insurance Company <b>NAIC #</b> 22292
	<b>INSURER B:</b> Workers Compensation Fund <b>10033</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		LH4894930206	12/06/2016	12/06/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$2,500 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT COVERED			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UH4893857507	12/06/2016	12/06/2017	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3438431	10/01/2016	10/01/2017	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**City of Bountiful it's elected officials, appointed officials, employees, volunteers, and agents are additional insured for General Liability operations of the insured for work performed under written contract**

<b>CERTIFICATE HOLDER</b> City of Bountiful 790 South 100 East Bountiful, UT 84010	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 