

# BOUNTIFUL CITY COUNCIL MEETING

## TUESDAY, January 12, 2016

### Regular Meeting - 7:00 p.m.

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

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

## AGENDA

### Regular Session – 7:00 p.m.

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meeting – December 8, 2015 p. 3
3. Council Reports
4. State Representative Ray Ward
5. Youth Council Report
6. Consider approval of:
  - a. Weekly expenditures > \$1,000 paid November 30, December 7, 14, 21 & 28, 2015 p. 7
  - b. Monthly financial report – October & November 2015 p. 13
7. Swearing in of newly elected Council members
8. Appointment of City Recorder and City Treasurer – Mr. Russell Mahan p. 27
9. Consider approval of the appointments of: p. 29
  - a. Councilman John Marc Knight to the Mosquito Abatement Board
  - b. Dave Irvine to the Power Commission
  - c. Mayor Randy Lewis as Trustee and an Alternate Trustee to the new fire district
10. PUBLIC HEARING - Century Link cable television franchise agreement – Mr. Russell Mahan p. 31
11. Consider approval of the purchase of a John Deere 410L backhoe from Honnen Equipment in the amount of \$96,681 – Mr. Mark Slagowski p. 49
12. Consider approval of Ordinance 2016-01 adopting an amendment to the Bountiful C.B.D. neighborhood development project area plan, as approved by the Bountiful City Redevelopment Agency – Mr. Chad Wilkinson p. 51
13. Adjourn to a closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205).

  
City Recorder



Minutes of the  
BOUNTIFUL CITY COUNCIL

December 8, 2015 – 6:30 p.m.

- 1 Present: Mayor: Randy Lewis
- 2 Council Members: Kendalyn Harris, Richard Higginson, Beth Holbrook,
- 3 John Marc Knight, John Pitt
- 4 City Manager: Gary Hill
- 5 Asst. City Manager: Galen Rasmussen
- 6 City Engineer: Paul Rowland
- 7 City Attorney: Russell Mahan
- 8 City Planner: Chad Wilkinson
- 9 Department Directors & Personnel:
- 10 Tom Ross – Police Chief
- 11 Jeff Bassett – Fire Chief
- 12 Allen Johnson – Power Director
- 13 Brett Eggett – Water
- 14 Geno Flanary – Cemetery
- 15 Dave Powers – South Davis Metro Fire
- 16 Nikki Dandurand – Recording Clerk

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.

**Work Session – 6:30 – 6:54 p.m.**

Mayor Lewis welcomed those to the work session and asked the Council members if the dates for the upcoming Council Retreat in February are good with everyone, which they all replied yes.

**DISCUSSION OF INSTALLING AN ANGEL STATUE IN THE CHILDREN AND INFANTS AREA OF THE BOUNTIFUL CITY CEMETERY – MR. GARY HILL**

Mr. Gary Hill proceeded to tell the Council about the possibility of installing an angel type statue in the Bountiful Cemetery. Councilwoman Harris mentioned this item several months ago, but would like to ask the Council to actively pursue the idea. There are six urn plots available to use for the statue location. Councilwoman Harris introduced Bountiful resident Kyra Dunshee who has a child buried in the cemetery. Mrs. Dunshee provided the Council with some pictures and examples of what could be installed. Mayor Lewis inquired about funding. Mr. Hill responded that crowd funding, donations, fundraisers, etc., are all possibilities as the City’s current budget has already been approved. Councilwoman Harris asked that staff consult with the residents in the process.

**DISCUSSION ON CREATING AN INDEPENDENT FIRE SERVICE AREA – MR. RUSSELL MAHAN**

Mr. Mahan stated that Bountiful City is the last to approve the new fire district and approving the new resolution at tonight’s meeting is the final step to move forward. Chief Bassett would like to

1 file the papers as soon as possible. There has been positive feedback, with little to no protests made  
2 by the residents.

3  
4 **DISCUSSION OF CABLE TV FRANCHISE ORDINANCE – MR. RUSSELL MAHAN**

5 Mr. Mahan asked to postpone this item because of time constraints.  
6

7 **Regular Meeting – 7:00 p.m.**  
8 **City Council Chambers**  
9

10 Mayor Lewis called the meeting to order at 7:00 p.m. and welcomed those in attendance. Mr.  
11 Galen Rasmussen, Assistant City Manager, led the Pledge of Allegiance; Bronson Sulser, local  
12 business owner, gave a prayer.  
13

14 **APPROVAL OF MINUTES**

15 Minutes of the October 27 & November 10 & 17, 2015 meetings were presented.  
16 Councilman Pitt made a motion to approve the minutes as presented, and Councilman Higginson  
17 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,  
18 Knight and Pitt voting “aye”.  
19

20 **COUNCIL REPORTS**

21 All Council members expressed their appreciation and gratitude for the Bar J Wranglers  
22 concert. Councilwoman Holbrook is still gathering final attendance and ticket sales numbers and will  
23 present them at a later council meeting.  
24

25 **YOUTH COUNCIL REPORT**

26 Zippy Ball and Sam Cochran reported to the Council of their upcoming activity with the  
27 senior centers in the area and that the Youth Council Christmas party is tomorrow.  
28

29 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID NOVEMBER 2, 9,**  
30 **16 & 23, 2015, AND SEPTEMBER 2015 MONTHLY FINANCIAL REPORT**

31 Mayor Lewis presented the weekly expenditure summary paid on November 2, 2015 for  
32 \$98,238.82, November 9, 2015 for \$278,427.52, November 16, 2015 for \$1,316,480.13 and  
33 November 23, 2015 for \$365,800.10. Councilman Knight moved to approve the weekly expenditures  
34 and September monthly summary as presented, and Councilman Higginson seconded the motion.  
35 Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting  
36 “aye.”  
37

38 **CONSIDER ADOPTION OF RESOLUTION 2015-14 APPROVING THE ESTABLISHMENT**  
39 **OF AN INDEPENDENT FIRE SERVICE AREA – MR. RUSSELL MAHAN**

40 Mr. Mahan stated to the Council that approving this resolution is the final step in the process  
41 of establishing an independent fire district. The new fire district is scheduled to be in place by July 1,  
42 2016. Chief Bassett appreciates the support given by the Mayor, city manager and others involved.  
43 It has been a long process. Councilman Higginson expressed his thanks to Mr. Hill and Mr. Mahan  
44 in their continued efforts to find solutions to make the fire district a reality. Councilwoman  
45 Holbrook moved to approve Resolution 2015-14, and Councilman Pitt seconded the motion. Voting  
46 was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

1  
2  
3 **CONSIDER APPROVAL OF THE 2016 CITY COUNCIL MEETING SCHEDULE – MR.**  
4 **GARY HILL**

5 Mr. Hill presented the 2016 City Council meeting schedule. In March 2016 there are conflicts  
6 with the scheduled dates, so a proposed change will be to not hold Council meetings on the 8<sup>th</sup> and  
7 22<sup>nd</sup> and hold a regular city council meeting on the 15<sup>th</sup>. Councilman Knight moved to approve the  
8 2016 schedule, with the proposed changes, and Councilman Higginson seconded the motion. Voting  
9 was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

10  
11 **CONSIDER APPROVAL OF THE PURCHASE OF A SERVICE TRUCK AND RELATED**  
12 **EQUIPMENT FOR A TOTAL AMOUNT OF \$102,958 – MR. BRETT EGGETT**

13 Mr. Brett Eggett proposed the purchase of two vehicles with the related necessary equipment.  
14 The vehicles purchased were a Dodge RAM 5500 for \$71,483 and a Dodge 1500 Tradesman pickup  
15 for \$31,475 from Larry H. Miller Dodge under state of Utah contract. Councilwoman Holbrook  
16 moved to approve the purchase, and Councilman Higginson seconded the motion. Voting was  
17 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

18  
19 **CONSIDER APPROVAL OF THE PURCHASE OF SUBSTATION RELAY PANELS FROM**  
20 **INSTRUMENT CONTROL COMPANY IN THE AMOUNT OF \$112,214 – MR. ALLEN**  
21 **JOHNSON**

22 Mr. Johnson stated this purchase is the last major component for this project. Three bids were  
23 received with Instrument Control Company submitting the lowest bid. Councilwoman Holbrook  
24 moved to approve the purchase, and Councilman Higginson seconded the motion. Voting was  
25 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

26  
27 **CONSIDER APPROVAL OF THE PURCHASE OF NEW AV AND SOUND EQUIPMENT**  
28 **FOR THE COUNCIL CHAMBERS FROM MARSHALL INDUSTRIES IN THE AMOUNT**  
29 **OF \$21,712.10 – MR. GARY HILL**

30 Mr. Hill stated the sound system in the Council Chambers has been suffering for many years.  
31 The original quote was to replace the entire sound system, which is not budgeted. The quote received  
32 is for individual pieces, a new screen, and other minor fixes. The installation should be completed in-  
33 between council meetings. Councilman Pitt moved to approve the purchase, and Councilman  
34 Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,  
35 Holbrook, Knight and Pitt voting “aye”.

36  
37 **CONSIDER APPROVAL OF ORDINANCE 2015-18 REPEALING THE REQUIREMENT**  
38 **FOR A PUBLIC HEARING IN THE CABLE TELEVISION FRANCHISE PROCESS – MR.**  
39 **RUSSELL MAHAN**

40 Mr. Mahan noted that in the work session this item was postponed until further notice.

41  
42 Councilman Knight made a motion to adjourn the regular city council meeting and reconvene  
43 in an RDA meeting. Councilwoman Holbrook seconded the motion. Voting was unanimous with  
44 Councilpersons Harris, Higginson, Knight and Pitt voting “aye”. The regular City Council session  
45 was adjourned at 7:25 p.m.  
46

---

*Mayor, Randy Lewis*

---

*City Recorder, Shawna Andrus*

PENDING

# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000.00 paid  
November 30 & December 7, 14, 21 and 28, 2015

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** January 4, 2016



---

## **Background**

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

## **Analysis**

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

## **Department Review**

This report was prepared and reviewed by the Finance Department.

## **Significant Impacts**

None

## **Recommendation**

Council should review and approve the attached expenditures.

## **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid November 30 & December 7, 14, 21 and 28, 2015.

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

Paid November 30, 2015

<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>
1067	AL-JON MANUFACTURING	Landfill	57.5700.425000	Equip Supplies & Maint	\$ 1,759.76	186781	149370-IN	EDC CONTROL
1211	ASPHALT MATERIALS IN	Streets	10.4410.441200	Road Matl Patch/ Class C	2,079.43	186784	66478	PATCHING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632	Distribution	3,903.28	186785	80Z48815	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632	Distribution	4,112.32	186785	80Z48915	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632	Distribution	5,035.88	186785	79H31615	TREE TRIMMING
1271	BAR-J-WRANGLERS	Legislative	10.4110.492080	Contr-Bntfl Comm Serv Council	7,500.00	186786	11302015	DEC 2015 CONCERT @ WOODS CROSS HS
1473	BROKEN ARROW	Streets	10.4410.441100	Special Highway Supplies	20,856.89	186796	19595	ROAD SALT
1609	CENTERVILLE REDEVELOPMENT	RAP Tax	83.8300.475300	Interlocal Payment-Centerville	50,330.12	186800	11242015	OCT 2015 MONTHLY RAP TAX
1826	CUMMINS ROCKY MOUNTAIN	Streets	10.4410.425000	Equip Supplies & Maint	1,208.68	186803	22-43065	COMPRESSOR
1975	DLT SOLUTIONS, INC.	Engineering	10.4450.425000	Equip Supplies & Maint	3,215.22	186805	4471462	AUTOCAD MAP 3D 2016 SUBSCRIPTION RENEWAL
2553	HVAC CONSTRUCTION	Cemetery	59.5900.426000	Bldg & Grnd Suppl & Maint	2,283.00	186816	11994	INSTALLATION OF HEATER
4996	KEDDINGTON & CHRISTENSEN	Administrative	10.4140.431100	Legal And Auditing Fees	4,370.28	186823	2205	FOURTH INTERIM BILLING FOR AUDIT SERVICES
4996	KEDDINGTON & CHRISTENSEN	Light & Power	53.5300.431100	Legal And Auditing Fees	5,905.53	186823	2205	FOURTH INTERIM BILLING FOR AUDIT SERVICES
2799	KELLERSTRASS ENTERPRISE	Streets	10.4410.425000	Equip Supplies & Maint	9,706.62	186824	247255	FUEL
3365	OLD DOMINION BRUSH	Storm Water	49.4900.425000	Equip Supplies & Maint	2,383.97	186838	82347-IN	NOZZLE & TUBES FOR LEAF TRUCKS
7043	ROYAL SWITCHGEAR	Light & Power	53.5300.474780	CIP 08 Dist Sub SW Sub	61,070.00	186846	53576	8 SWITCHES, 69KV GROUP OPER
4841	SIEMENS INDUSTRY, INC	Light & Power	53.5300.474780	CIP 08 Dist Sub SW Sub	72,608.00	186847	5700001077	69KV GAS CIRCUIT BREAKERS-SW SUBSTATION
7044	SIIP DRINKS LLC	Light & Power	53.5300.448614	Plant Equipment Repairs	1,065.00	186849	1994	WELD EXHAUST CRACKS
4026	STAKER & PARSONS	Streets	10.4410.441200	Road Matl Patch/ Class C	1,239.48	186853	3939002	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200	Road Matl Patch/ Class C	3,535.84	186853	3942793	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200	Road Matl Patch/ Class C	5,657.52	186853	3939207	PATCHING
7046	SYRACUSE CITY CORP	Storm Water	49.4900.422000	Public Notices	8,122.00	186855	2016	STORM WATER COALITION ANNUAL DUES
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000	Equip Supplies & Maint	2,360.60	186860	236913	ENGINE/HYDRAULIC OIL FOR FLEET
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621	Power Purch IPP	1,406.83	186863	11302015	NOV 15 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.421000	Books Subscr & Mmbrshp	13,375.19	186863	11302015	NOV 15 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622	Power Purch San Juan	51,446.20	186863	11302015	NOV 15 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620	Power Purch CRSP	347,765.06	186863	11302015	NOV 15 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626	Power Purch UAMPS (Pool, etc)	502,028.32	186863	11302015	NOV 15 PAYMENT FOR POWER RESOURCES
4574	WHEELER MACHINERY CO	Streets	10.4410.425000	Equip Supplies & Maint	1,403.31	186869	PS000296101	COMPRESSOR & CORE
<b>TOTAL:</b>					<b>\$ 1,197,734.33</b>			



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

**Paid December 7, 2015**

<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>
1070	ALBRIGHT, WILLIAM J.	Legal	10.4120.431100	Legal And Auditing Fees	\$ 3,300.00	186872	12072015	PUBLIC DEFENDER CONTRACT
1140	AMERICAN WATER WORKS	Water	51.5100.421000	Books Subscr & Mmbrshp	3,596.00	186874	12012015	AWWA ANNUAL DUES
1183	ARBITRAGE COMPLIANCE	Light & Power	53.5300.483500	Arbitrage Compliance Fees	2,550.00	186876	1015197	ARBITRAGE REBATE CALCULATION 05TH YEAR
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632	Distribution	4,931.36	186877	81T88415	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632	Distribution	5,140.40	186877	81R32415	TREE TRIMMING
1615	CENTURYLINK	Enhanced 911	10.4219.428000	Telephone Expense	3,556.32	186889	11222015	ACCT #801-578-0401 452B
2055	ELECTRICAL CONSULTANT	Light & Power	53.5300.474780	CIP 08 Dist Sub SW Sub	29,369.00	186902	64093	SW SUBSTATION DESIGN
4979	GOVCONNECTION, INC.	Computer Maintenance	61.6100.429300	Computer Hardware	1,037.76	186907	53287057	SSD HARD DRIVES FOR UPGRADES
4979	GOVCONNECTION, INC.	Computer Maintenance	61.6100.429300	Computer Hardware	1,145.44	186907	53290841	SSD HARD DRIVES FOR UPGRADES
2562	HYDRO SPECIALTIES CO	Water	51.5100.448400	Dist System Repair & Maint	1,543.30	186917	18055	METERS,INSTALL KITS
2719	JMR CONSTRUCTION INC	Golf Course	55.5500.473100	Improv Other Than Bldgs	1,038.00	186927	12012015B	NOVEMBER 2015 CONCRETE REPAIRS
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400	Concrete Repairs	1,489.00	186927	12012015B	NOVEMBER 2015 CONCRETE REPAIRS
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400	Concrete Repairs	1,658.33	186927	12012015	CONCRETE CONTRACT RETAINAGE RELEASE
2719	JMR CONSTRUCTION INC	Water	51.5100.461300	Street Opening Expense	1,752.85	186927	12012015B	NOVEMBER 2015 CONCRETE REPAIRS
6330	MGB+A INC	Parks	10.4510.473100	Improv Other Than Bldgs	9,310.00	186939	2015-304	MILLCREEK PARK BOUNTIFUL
3195	MOUNTAIN STATES SUPPLY	Water	51.5100.448400	Dist System Repair & Maint	1,224.75	186945	S101633732.001	PARTS
3195	MOUNTAIN STATES SUPPLY	Water	51.5100.448400	Dist System Repair & Maint	3,262.56	186945	S101628631.001	NAIL SETTER,METER SETTER,ADAPTER
3195	MOUNTAIN STATES SUPPLY	Water	51.5100.448400	Dist System Repair & Maint	3,384.62	186945	S101616491.001	SPINGS,VALVE REPAIR KITS
3271	NETWIZE	Information Systems	10.4136.431000	Profess & Tech Services	2,137.50	186948	NW8709	TECH SUPPORT-EXCHANGE SERVER CONFIGURATION
3327	NOVELTY LIGHTS, INC.	Legislative	10.4110.461000	Miscellaneous Expense	1,505.95	186949	SI-406716	CHRISTMAS LIGHTS
3572	PROFESSIONAL CLEANING	Police	10.4210.426000	Bldg & Grnd Suppl & Maint	2,400.00	186956	2029	DECEMBER 2015 CLEANING SERVICE
5281	QUESTAR GAS COMPANY	Water	51.5100.427000	Utilities	1,356.80	186958	12022015B	ACCT #9591363682
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448613	Plant	1,912.74	186958	12022015	ACCT #1067495449
5281	QUESTAR GAS COMPANY	Police	10.4210.427000	Utilities	2,638.86	186958	12022015F	ACCT #3401140000
3832	SALT LAKE MAILING &	Treasury	10.4143.429050	Util Billing Supplies	50,000.00	186963	12082015	BILL PRINTING AND MAILING UTILITY BILLS
3975	SORENSEN COMPANIES	Light & Power	53.5300.448632	Distribution	5,312.50	186965	S69005	DIRECTIONAL BORING
4051	STATE OF UTAH	Water	51.5100.431000	Profess & Tech Services	1,629.00	186968	6L0000000000276	LAB FEES
4171	THATCHER COMPANY	Water	51.5100.448000	Operating Supplies	2,315.38	186972	1376800	CHLORINE
4216	TIRE WORLD	Water	51.5100.425000	Equip Supplies & Maint	2,130.62	186976	18378	SERVICE CALL #1112
4421	UTAH/YAMAS CONTROLS	Police	10.4210.426000	Bldg & Grnd Suppl & Maint	1,141.00	186987	68380	COURTS-DOOR CONTROLLER
4533	WEBER BASIN WATER CO	Water	51.5100.461400	Purchase Of Water	166,940.00	186990	42044-IN	ANNUAL WATER CHARGES
4574	WHEELER MACHINERY CO	Streets	10.4410.425000	Equip Supplies & Maint	1,239.83	186992	SS000075272	SUBLET REPAIRS #2355
4574	WHEELER MACHINERY CO	Streets	10.4410.425000	Equip Supplies & Maint	1,614.95	186992	PS000294990	INJECTOR PARTS FOR COMPACTOR
<b>TOTAL:</b>					<u>\$ 323,564.82</u>			

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

**Paid December 14, 2015**

<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>
1889	DAVIS COUNTY HEALTH	Police	10.4210.431600.	Animal Control Services	5,147.74	187041	73855	NOV 2015 SERVICES
2987	M.C. GREEN & SONS INC	Water	51.5100.473110.	Water Mains	6,614.70	187063	3164	NOV-MILLBROOK/DAVIS BLVD STORM DRAIN
2987	M.C. GREEN & SONS INC	Storm Water	49.4900.473106.	New Storm Drains > 400'	219,219.74	187063	3164	NOV-MILLBROOK/DAVIS BLVD STORM DRAIN
5429	PERFORMANCE FORD LINCOLN	Police	45.4210.474500.	Machinery & Equipment	26,445.00	187074	12142015	2015 FORD EDGE
6148	PLANT, CHRISTENSEN	Liability Insurance	63.6300.431000.	Profess & Tech Services	3,284.07	187075	50741	SEPT-DEC LEGAL SERVICES
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448611.	Natural Gas	9,785.93	187077	12042015B	ACCT #6056810000
4801	SMITH HARTVIGSEN	Redevelopment Agency	73.7300.431000.	Profess & Tech Services	1,762.50	187082	32256	OCT-NOV 2015 LEGAL FEES
4016	SPRINT	Streets	10.4410.425000.	Equip Supplies & Maint	1,013.24	187084	997225610-037	ACCT #997225610
4450	VERIZON WIRELESS	Police	10.4210.428000.	Telephone Expense	1,119.35	187100	9756043145	ACCT #771440923-00001
<b>TOTAL:</b>					<u>\$ 274,392.27</u>			

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

**Paid December 21, 2015**

<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	30,963.10	187105	12012015	NOVEMBER 2015 RECYCLING
1360	BIG-D CONSTRUCTION	Light & Power	53.5300.472100.	Buildings	461,418.97	187111	43658	LIGHT AND POWER OFFICE REMODEL-PAYMENT #4
1473	BROKEN ARROW	Streets	10.4410.441100.	Special Highway Supplies	16,621.40	187113	19716	ROAD SALT
1540	CACHE VALLEY ELECTRIC	Light & Power	53.5300.474780.	CIP 08 Dist Sub SW Sub	129,431.00	187116	12-172117	SW SUBSTATION REBUILD
1889	DAVIS COUNTY GOVERNMENT	Water	51.5100.431000.	Profess & Tech Services	3,024.00	187122	74138	LAB FEES
1975	DLT SOLUTIONS, INC.	Light & Power	53.5300.429300.	Computer	2,382.87	187123	S1308060	ANNUAL MAINTENANCE FEES
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist System Repair & Maint	10,086.50	187125	971645	VARIOUS PARTS-INVENTORY
4979	GOVCONNECTION, INC.	Computer Maintenance	61.6100.429300.	Computer Hardware	1,121.10	187127	53298844	250 GB SSD DRIVES
3293	NICKERSON CO INC	Water	51.5100.448400.	Dist System Repair & Maint	19,875.00	187141	J17180	REPAIR-CALDER WELL
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.448614.	Plant Equipment Repairs	8,288.00	187150	11019014098	ANNUAL MAINTENANCE FOR TURBINES
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,235.96	187151	3948115	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	2,462.68	187151	3948113	PATCHING
4051	STATE OF UTAH	Water	51.5100.431000.	Profess & Tech Services	2,875.01	187152	6L0000000000803	WATER SAMPLING LAB FEES
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	12,852.52	187156	237613	FUEL
4450	VERIZON WIRELESS	Light & Power	53.5300.448641.	Communication Equipment	2,036.17	187160	9756421348	ACCT #371517689-00001
<b>TOTAL:</b>					<u>\$ 704,674.28</u>			

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

**Paid December 28, 2015**

<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	\$ 3,084.24	187203	82J72515	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,084.24	187203	82J72615	TREE TRIMMING
1415	BOUNTIFUL DAVIS ARTS	Legislative	10.4110.422000.	Public Notices	10,213.00	187210	12162015	2ND PAYMENT-BOUNTIFUL RDA FOR BDAC
5017	CENTERVILLE CITY CORP	RAP Tax	83.8300.475300.	Interlocal Payment-Centerville	27,998.43	187215	12242015	90% RAP TAX COLLECTION-NOVEMBER 2015
2787	KAY RILEY & SONS, INC	Police	45.4210.472100.	Buildings	18,610.00	187252	28826	CARPET INSTALLATION
2799	KELLERSTRASS ENTERPRISE	Streets	10.4410.425000.	Equip Supplies & Maint	6,552.25	187253	250100	FUEL
2799	KELLERSTRASS ENTERPRISE	Streets	10.4410.425000.	Equip Supplies & Maint	10,681.12	187253	249261	FUEL
4844	LEGACY EQUIPMENT	Storm Water	49.4900.425000.	Equip Supplies & Maint	1,303.03	187258	72156	PARTS FOR ELGIN BROOM
3195	MOUNTAIN STATES SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	2,234.64	187262	S101658094.001	SETTERS
5553	PURCELL TIRE AND SERV	Sanitation	58.5800.425000.	Equip Supplies & Maint	1,340.00	187274	2822337	TIRES FOR SANITATION
5553	PURCELL TIRE AND SERV	Sanitation	58.5800.425000.	Equip Supplies & Maint	1,399.30	187274	2820876	RECAPPED DRIVE TIRES SANITATION
3875	SEMI SERVICE INC	Streets	10.4410.425000.	Equip Supplies & Maint	6,181.63	187278	W102562	DUMP BED FOR WATER DEPT TRUCK
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,228.04	187282	3952269	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,228.92	187282	3952270	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,787.72	187282	3954355	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,859.00	187282	3954354	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	2,454.76	187282	3952260	PATCHING
5000	U.S. BANK CORPORATE	Legislative	10.4110.423000.	Travel & Training	1,150.00	187287	12102015GH	TRAVEL-MANAGER RETREAT,NLC REG
5000	U.S. BANK CORPORATE	Administrative	10.4140.423000.	Travel & Training	1,403.88	187287	12102015GR	TRAVEL-ZION,AIRFARE-GFOA CONF
5000	U.S. BANK CORPORATE	Executive	10.4130.423000.	Travel & Training	2,129.38	187287	12102015GH	TRAVEL-MANAGER RETREAT,NLC REG
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621.	Power Purch IPP	1,406.83	187292	12232015	DEC 2015 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622.	Power Purch San Juan	41,495.98	187292	12232015	DEC 2015 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620.	Power Purch CRSP	356,852.74	187292	12232015	DEC 2015 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool, etc)	471,403.03	187292	12232015	DEC 2015 PAYMENT FOR POWER RESOURCES
<b>TOTAL:</b>					<u>\$ 977,082.16</u>			

# City Council Staff Report

**Subject:** October & November 2015 Financial Reports  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** January 5, 2016



---

## **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 reports 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.

## **Department Review**

These reports were prepared and reviewed by the Finance Department.

## **Significant Impacts**

The FY2016 budget portion of these reports is the originally adopted FY2016 budget approved by the City Council in June of 2015.

## **Recommendation**

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

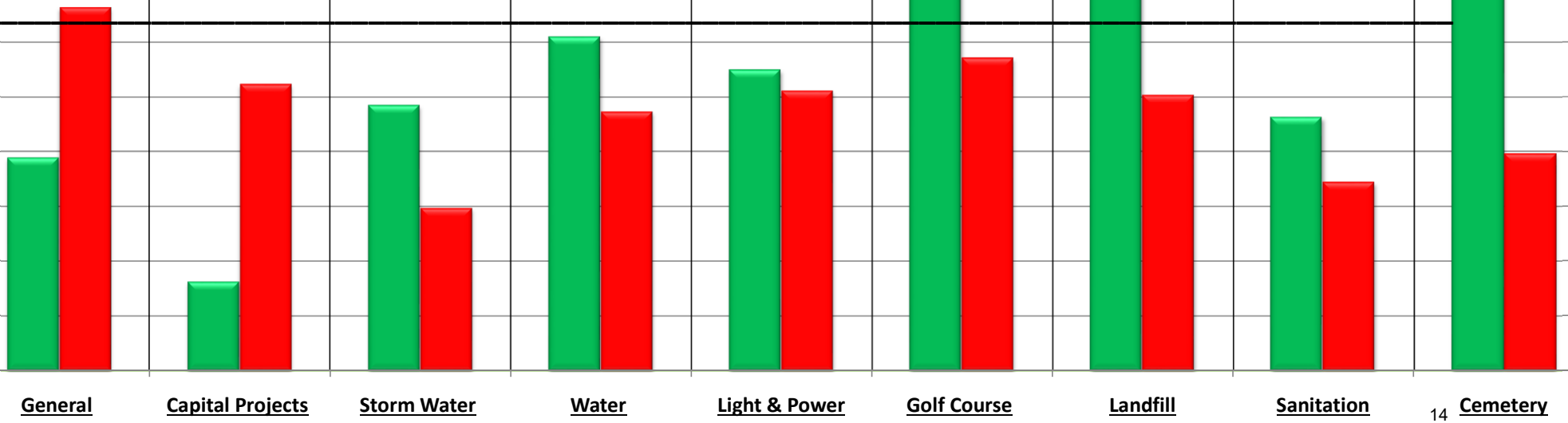
## **Attachments**

- October 2015 Fiscal YTD Revenue & Expense Report – FY2016
- November 2015 Fiscal YTD Revenue & Expense Report – FY2016

# October 2015 Budget Performance Report

■ Revenues  
■ Expenditures - Includes Capital Outlay

33.33% of the year has expired .



01/05/2016 08:32  
TBECK

City of Bountiful, UT  
OCTOBER 2015 YTD REVENUE REPORT -FY 2016

P 1  
glytdbud

FOR 2016 04

JOURNAL DETAIL 2016 1 TO 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-17,388,305	-17,388,305	-3,375,550.44	-1,286,837.80	.00	-14,012,754.56	19.4%
30 DEBT SERVICE	-267,400	-267,400	-852.57	-204.54	.00	-266,547.43	.3%
44 MUNICIPAL BUILDING AUTHORITY	-720,598	-720,598	-1,478.92	-382.22	.00	-719,119.08	.2%
45 CAPITAL IMPROVEMENT	-4,476,588	-4,476,588	-387,765.63	-169,610.11	.00	-4,088,822.37	8.7%
48 RECYCLING	-378,013	-378,013	-93,440.90	-31,592.15	.00	-284,572.10	24.7%
49 STORM WATER	-1,250,464	-1,250,464	-303,611.43	-99,186.97	.00	-946,852.57	24.3%
51 WATER	-5,055,876	-5,055,876	-1,547,609.44	-468,689.59	.00	-3,508,266.56	30.6%
53 LIGHT & POWER	-33,914,591	-33,914,591	-9,356,552.03	-3,944,148.26	.00	-24,558,038.97	27.6%
55 GOLF COURSE	-1,637,082	-1,637,082	-812,663.42	-154,228.97	.00	-824,418.58	49.6%
57 LANDFILL	-1,286,019	-1,286,019	-492,309.19	-122,365.37	.00	-793,709.81	38.3%
58 SANITATION	-1,043,588	-1,043,588	-242,935.95	-80,664.98	.00	-800,652.05	23.3%
59 CEMETERY	-621,976	-621,976	-217,836.62	-54,230.66	.00	-404,139.38	35.0%
61 COMPUTER MAINTENANCE	-59,155	-59,155	-38,100.93	-26.87	.00	-21,054.07	64.4%
63 LIABILITY INSURANCE	-541,343	-541,343	-344,977.29	-2,176.30	.00	-196,365.71	63.7%
64 WORKERS' COMP INSURANCE	-329,252	-329,252	-82,500.07	-28,937.46	.00	-246,751.93	25.1%
72 RDA REVOLVING LOAN FUND	-1,374,378	-1,374,378	-134,481.02	-29,264.90	.00	-1,239,896.98	9.8%
73 REDEVELOPMENT AGENCY	-2,046,480	-2,046,480	-12,411.99	-2,929.92	.00	-2,034,068.01	.6%
74 CEMETERY PERPETUAL CARE	0	0	-29,984.10	-8,567.32	.00	29,984.10	100.0%
78 LANDFILL TRUST	0	0	-1,699.34	-454.98	.00	1,699.34	100.0%
83 RAP TAX	-451,600	-451,600	-81,132.69	-40,969.17	.00	-370,467.31	18.0%
92 OPEB TRUST	0	0	-3,691.41	-820.21	.00	3,691.41	100.0%
99 INVESTMENT	0	0	119,824.46	74,729.06	.00	-119,824.46	100.0%
GRAND TOTAL	-72,842,708	-72,842,708	-17,441,760.92	-6,451,559.69	.00	-55,400,947.08	23.9%

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

01/05/2016 08:31  
TBECK

City of Bountiful, UT  
OCTOBER 2015 YTD EXPENSE REPORT -FY 2016

P 1  
glytddbud

FOR 2016 04

JOURNAL DETAIL 2016 1 TO 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>10 GENERAL FUND</b>							
4100 Non-Departmental	-808,500	-808,500	.00	.00	.00	-808,500.00	.0%
4110 Legislative	725,736	725,736	213,616.09	26,418.27	.00	512,119.91	29.4%
4120 Legal	357,076	357,076	105,182.30	34,371.15	.00	251,893.70	29.5%
4130 Executive	275,542	275,542	64,387.95	23,424.92	.00	211,154.05	23.4%
4134 Human Resources	189,901	189,901	39,827.90	11,675.08	.00	150,073.10	21.0%
4136 Information Systems	504,732	504,732	95,915.70	35,353.28	.00	408,816.30	19.0%
4140 Administration	598,236	598,236	141,747.06	41,290.37	.00	456,488.94	23.7%
4143 Treasury	586,837	586,837	79,671.76	20,039.84	.00	507,165.24	13.6%
4160 Government Buildings	122,136	122,136	36,556.45	11,584.97	.00	85,579.55	29.9%
4210 Police	5,868,204	5,868,204	1,718,108.02	596,822.61	.00	4,150,095.98	29.3%
4215 Reserve Officers	44,881	44,881	6,079.32	2,172.58	.00	38,801.68	13.5%
4216 Crossing Guards	143,648	143,648	33,994.69	22,237.56	.00	109,653.31	23.7%
4217 PROS	301,432	301,432	89,707.77	36,753.02	.00	211,724.23	29.8%
4218 Liquor Control	48,395	48,395	9,860.32	5,282.07	.00	38,534.68	20.4%
4219 Enhanced 911	595,000	595,000	233,367.24	99,354.85	.00	361,632.76	39.2%
4220 Fire	2,058,000	2,058,000	1,028,537.70	.00	.00	1,029,462.30	50.0%
4410 Streets	3,153,258	3,153,258	1,061,327.80	242,467.78	.00	2,091,930.20	33.7%
4450 Engineering	780,218	780,218	176,933.11	59,618.10	.00	603,284.89	22.7%
4510 Parks	809,501	809,501	304,230.52	96,044.71	.00	505,270.48	37.6%
4610 Planning	233,820	233,820	63,633.48	17,268.68	.00	170,186.52	27.2%
TOTAL GENERAL FUND	16,588,053	16,588,053	5,502,685.18	1,382,179.84	.00	11,085,367.82	33.2%
<b>30 DEBT SERVICE</b>							
4710 Debt Sevice	269,900	269,900	.00	.00	.00	269,900.00	.0%
TOTAL DEBT SERVICE	269,900	269,900	.00	.00	.00	269,900.00	.0%
<b>44 MUNICIPAL BUILDING AUTHORITY</b>							
4110 Legislative	927,202	927,202	.00	.00	.00	927,202.00	.0%
TOTAL MUNICIPAL BUILDING AUTHORITY	927,202	927,202	.00	.00	.00	927,202.00	.0%
<b>45 CAPITAL IMPROVEMENT</b>							



01/05/2016 08:31  
TBECK

City of Bountiful, UT  
OCTOBER 2015 YTD EXPENSE REPORT -FY 2016

P 2  
glytdbud

FOR 2016 04

JOURNAL DETAIL 2016 1 TO 2016 13

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	550,000	550,000	.00	.00	.00	550,000.00	.0%
4136	Information Systems	65,000	65,000	3,937.50	.00	.00	61,062.50	6.1%
4140	Administration	20,000	20,000	19,059.00	.00	.00	941.00	95.3%
4160	Government Buildings	35,000	35,000	34,199.82	.00	.00	800.18	97.7%
4210	Police	540,000	540,000	60,176.00	60,176.00	.00	479,824.00	11.1%
4410	Streets	2,134,588	2,134,588	1,032,308.42	27,280.96	.00	1,102,279.58	48.4%
4510	Parks	1,184,000	1,184,000	35,721.90	955.79	.00	1,148,278.10	3.0%
	TOTAL CAPITAL IMPROVEMENT	4,528,588	4,528,588	1,185,402.64	88,412.75	.00	3,343,185.36	26.2%
<hr/>								
48	RECYCLING							
4800	Recycling	377,780	377,780	93,667.01	31,111.49	.00	284,112.99	24.8%
	TOTAL RECYCLING	377,780	377,780	93,667.01	31,111.49	.00	284,112.99	24.8%
<hr/>								
49	STORM WATER							
4900	Storm Water	1,541,487	1,541,487	228,235.57	64,341.75	.00	1,313,251.43	14.8%
	TOTAL STORM WATER	1,541,487	1,541,487	228,235.57	64,341.75	.00	1,313,251.43	14.8%
<hr/>								
51	WATER							
5100	Water	5,433,735	5,433,735	1,283,740.33	485,758.04	.00	4,149,994.67	23.6%
	TOTAL WATER	5,433,735	5,433,735	1,283,740.33	485,758.04	.00	4,149,994.67	23.6%
<hr/>								
53	LIGHT & POWER							
5300	Light & Power	34,240,060	34,240,060	8,756,134.96	3,131,102.52	.00	25,483,925.04	25.6%
	TOTAL LIGHT & POWER	34,240,060	34,240,060	8,756,134.96	3,131,102.52	.00	25,483,925.04	25.6%
<hr/>								
55	GOLF COURSE							

01/05/2016 08:31  
TBECK

City of Bountiful, UT  
OCTOBER 2015 YTD EXPENSE REPORT -FY 2016

P 3  
glytdbud

FOR 2016 04

JOURNAL DETAIL 2016 1 TO 2016 13

55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,764,441	1,764,441	505,509.22	104,306.80	.00	1,258,931.78	28.6%
	TOTAL GOLF COURSE	1,764,441	1,764,441	505,509.22	104,306.80	.00	1,258,931.78	28.6%
<hr/>								
57	LANDFILL							
5700	Landfill	1,125,394	1,125,394	283,897.49	88,420.67	.00	841,496.51	25.2%
	TOTAL LANDFILL	1,125,394	1,125,394	283,897.49	88,420.67	.00	841,496.51	25.2%
<hr/>								
58	SANITATION							
5800	Sanitation	1,181,644	1,181,644	203,218.14	56,827.85	.00	978,425.86	17.2%
	TOTAL SANITATION	1,181,644	1,181,644	203,218.14	56,827.85	.00	978,425.86	17.2%
<hr/>								
59	CEMETERY							
5900	Cemetery	622,677	622,677	123,146.45	41,524.03	.00	499,530.55	19.8%
	TOTAL CEMETERY	622,677	622,677	123,146.45	41,524.03	.00	499,530.55	19.8%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	38,263	38,263	3,066.45	492.64	.00	35,196.55	8.0%
	TOTAL COMPUTER MAINTENANCE	38,263	38,263	3,066.45	492.64	.00	35,196.55	8.0%
<hr/>								
63	LIABILITY INSURANCE							
6300	Liability Insurance	541,343	541,343	374,856.26	9,369.00	.00	166,486.74	69.2%
	TOTAL LIABILITY INSURANCE	541,343	541,343	374,856.26	9,369.00	.00	166,486.74	69.2%
<hr/>								
64	WORKERS' COMP INSURANCE							

01/05/2016 08:31  
TBECK

City of Bountiful, UT  
OCTOBER 2015 YTD EXPENSE REPORT -FY 2016

P 4  
glytdbud

FOR 2016 04

JOURNAL DETAIL 2016 1 TO 2016 13

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	329,252	329,252	73,493.23	94.58	.00	255,758.77	22.3%
	TOTAL WORKERS' COMP INSURANCE	329,252	329,252	73,493.23	94.58	.00	255,758.77	22.3%
<hr/>								
72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	1,019,321	1,019,321	.00	.00	.00	1,019,321.00	.0%
	TOTAL RDA REVOLVING LOAN FUND	1,019,321	1,019,321	.00	.00	.00	1,019,321.00	.0%
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	2,119,111	2,119,111	49,616.81	15,974.26	.00	2,069,494.19	2.3%
	TOTAL REDEVELOPMENT AGENCY	2,119,111	2,119,111	49,616.81	15,974.26	.00	2,069,494.19	2.3%
<hr/>								
83	RAP TAX							
8300	RAP Tax	451,600	451,600	80,946.06	36,841.92	.00	370,653.94	17.9%
	TOTAL RAP TAX	451,600	451,600	80,946.06	36,841.92	.00	370,653.94	17.9%
<hr/>								
92	OPEB TRUST							
9200	OPEB Trust	0	0	31,532.33	7,347.78	.00	-31,532.33	100.0%
	TOTAL OPEB TRUST	0	0	31,532.33	7,347.78	.00	-31,532.33	100.0%
	GRAND TOTAL	73,099,851	73,099,851	18,779,148.13	5,544,105.92	.00	54,320,702.87	25.7%

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

# November 2015 Budget Performance Report

■ Revenues  
■ Expenditures - Includes Capital Outlay

41.67% of the year has expired .

General      Capital Projects      Storm Water      Water      Light & Power      Golf Course      Landfill      Sanitation      Cemetery

01/05/2016 09:02  
TBECK

City of Bountiful, UT  
NOVEMBER 2015 YTD REVENUE REPORT-FY 2016

P 1  
glytdbud

FOR 2016 05

JOURNAL DETAIL 2016 1 TO 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-17,388,305	-17,388,305	-4,727,465.97	-1,351,915.53	.00	-12,660,839.03	27.2%
30 DEBT SERVICE	-267,400	-267,400	-1,049.62	-197.05	.00	-266,350.38	.4%
44 MUNICIPAL BUILDING AUTHORITY	-720,598	-720,598	-1,869.34	-390.42	.00	-718,728.66	.3%
45 CAPITAL IMPROVEMENT	-4,476,588	-4,476,588	-586,587.45	-198,821.82	.00	-3,890,000.55	13.1%
48 RECYCLING	-378,013	-378,013	-125,011.21	-31,570.31	.00	-253,001.79	33.1%
49 STORM WATER	-1,250,464	-1,250,464	-403,431.12	-99,819.69	.00	-847,032.88	32.3%
51 WATER	-5,055,876	-5,055,876	-1,971,159.16	-423,549.72	.00	-3,084,716.84	39.0%
53 LIGHT & POWER	-33,914,591	-33,914,591	-11,339,996.36	-1,983,444.33	.00	-22,574,594.64	33.4%
55 GOLF COURSE	-1,637,082	-1,637,082	-856,399.75	-43,736.33	.00	-780,682.25	52.3%
57 LANDFILL	-1,286,019	-1,286,019	-608,965.42	-116,656.23	.00	-677,053.58	47.4%
58 SANITATION	-1,043,588	-1,043,588	-323,299.27	-80,363.32	.00	-720,288.73	31.0%
59 CEMETERY	-621,976	-621,976	-238,224.66	-20,388.04	.00	-383,751.34	38.3%
61 COMPUTER MAINTENANCE	-59,155	-59,155	-38,127.58	-26.65	.00	-21,027.42	64.5%
63 LIABILITY INSURANCE	-541,343	-541,343	-347,057.85	-2,080.56	.00	-194,285.15	64.1%
64 WORKERS' COMP INSURANCE	-329,252	-329,252	-103,161.44	-20,661.37	.00	-226,090.56	31.3%
72 RDA REVOLVING LOAN FUND	-1,374,378	-1,374,378	-655,266.32	-520,785.30	.00	-719,111.68	47.7%
73 REDEVELOPMENT AGENCY	-2,046,480	-2,046,480	-15,214.27	-2,802.28	.00	-2,031,265.73	.7%
74 CEMETERY PERPETUAL CARE	0	0	-36,741.10	-6,757.00	.00	36,741.10	100.0%
78 LANDFILL TRUST	0	0	-2,155.29	-455.95	.00	2,155.29	100.0%
83 RAP TAX	-451,600	-451,600	-137,097.78	-55,965.09	.00	-314,502.22	30.4%
92 OPEB TRUST	0	0	-4,573.63	-882.22	.00	4,573.63	100.0%
99 INVESTMENT	0	0	140,354.23	20,529.77	.00	-140,354.23	100.0%
GRAND TOTAL	-72,842,708	-72,842,708	-22,382,500.36	-4,940,739.44	.00	-50,460,207.64	30.7%

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

01/05/2016 09:04  
TBECK

City of Bountiful, UT  
NOVEMBER 2015 YTD EXPENSE REPORT-FY 2016

P 1  
glytddbud

FOR 2016 05

JOURNAL DETAIL 2016 1 TO 2016 13

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>10 GENERAL FUND</b>							
4100 Non-Departmental	-808,500	-808,500	.00	.00	.00	-808,500.00	.0%
4110 Legislative	725,736	725,736	244,285.42	30,669.33	.00	481,450.58	33.7%
4120 Legal	357,076	357,076	129,936.52	24,754.22	.00	227,139.48	36.4%
4130 Executive	275,542	275,542	78,399.94	14,011.99	.00	197,142.06	28.5%
4134 Human Resources	189,901	189,901	47,057.70	7,229.80	.00	142,843.30	24.8%
4136 Information Systems	504,732	504,732	120,795.49	24,879.79	.00	383,936.51	23.9%
4140 Administration	598,236	598,236	175,481.45	33,734.39	.00	422,754.55	29.3%
4143 Treasury	586,837	586,837	90,970.02	11,298.26	.00	495,866.98	15.5%
4160 Government Buildings	122,136	122,136	45,319.76	8,763.31	.00	76,816.24	37.1%
4210 Police	5,868,204	5,868,204	2,200,613.90	482,505.88	.00	3,667,590.10	37.5%
4215 Reserve Officers	44,881	44,881	9,198.53	3,119.21	.00	35,682.47	20.5%
4216 Crossing Guards	143,648	143,648	49,416.69	15,422.00	.00	94,231.31	34.4%
4217 PROS	301,432	301,432	121,293.03	31,585.26	.00	180,138.97	40.2%
4218 Liquor Control	48,395	48,395	10,953.42	1,093.10	.00	37,441.58	22.6%
4219 Enhanced 911	595,000	595,000	281,707.53	48,340.29	.00	313,292.47	47.3%
4220 Fire	2,058,000	2,058,000	1,028,537.70	.00	.00	1,029,462.30	50.0%
4410 Streets	3,153,258	3,153,258	1,203,556.67	142,228.87	.00	1,949,701.33	38.2%
4450 Engineering	780,218	780,218	216,948.39	40,015.28	.00	563,269.61	27.8%
4510 Parks	809,501	809,501	410,104.21	105,873.69	.00	399,396.79	50.7%
4610 Planning	233,820	233,820	77,151.84	13,518.36	.00	156,668.16	33.0%
TOTAL GENERAL FUND	16,588,053	16,588,053	6,541,728.21	1,039,043.03	.00	10,046,324.79	39.4%
<b>30 DEBT SERVICE</b>							
4710 Debt Sevice	269,900	269,900	16.65	16.65	.00	269,883.35	.0%
TOTAL DEBT SERVICE	269,900	269,900	16.65	16.65	.00	269,883.35	.0%
<b>44 MUNICIPAL BUILDING AUTHORITY</b>							
4110 Legislative	927,202	927,202	8,640.00	8,640.00	.00	918,562.00	.9%
TOTAL MUNICIPAL BUILDING AUTHORITY	927,202	927,202	8,640.00	8,640.00	.00	918,562.00	.9%
<b>45 CAPITAL IMPROVEMENT</b>							

01/05/2016 09:04  
TBECK

City of Bountiful, UT  
NOVEMBER 2015 YTD EXPENSE REPORT-FY 2016

P 2  
glytddbud

FOR 2016 05

JOURNAL DETAIL 2016 1 TO 2016 13

45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110	Legislative	550,000	550,000	3,529.00	3,529.00	.00	546,471.00	.6%
4136	Information Systems	65,000	65,000	3,937.50	.00	.00	61,062.50	6.1%
4140	Administration	20,000	20,000	19,059.00	.00	.00	941.00	95.3%
4160	Government Buildings	35,000	35,000	34,199.82	.00	.00	800.18	97.7%
4210	Police	540,000	540,000	60,176.00	.00	.00	479,824.00	11.1%
4410	Streets	2,134,588	2,134,588	1,121,362.45	89,054.03	.00	1,013,225.55	52.5%
4510	Parks	1,184,000	1,184,000	34,766.11	-955.79	.00	1,149,233.89	2.9%
	TOTAL CAPITAL IMPROVEMENT	4,528,588	4,528,588	1,277,029.88	91,627.24	.00	3,251,558.12	28.2%
<hr/>								
48	RECYCLING							
4800	Recycling	377,780	377,780	124,860.98	31,193.97	.00	252,919.02	33.1%
	TOTAL RECYCLING	377,780	377,780	124,860.98	31,193.97	.00	252,919.02	33.1%
<hr/>								
49	STORM WATER							
4900	Storm Water	1,541,487	1,541,487	402,450.89	174,215.32	.00	1,139,036.11	26.1%
	TOTAL STORM WATER	1,541,487	1,541,487	402,450.89	174,215.32	.00	1,139,036.11	26.1%
<hr/>								
51	WATER							
5100	Water	5,433,735	5,433,735	1,696,962.00	413,221.67	.00	3,736,773.00	31.2%
	TOTAL WATER	5,433,735	5,433,735	1,696,962.00	413,221.67	.00	3,736,773.00	31.2%
<hr/>								
53	LIGHT & POWER							
5300	Light & Power	34,240,060	34,240,060	11,708,150.98	2,952,016.02	.00	22,531,909.02	34.2%
	TOTAL LIGHT & POWER	34,240,060	34,240,060	11,708,150.98	2,952,016.02	.00	22,531,909.02	34.2%
<hr/>								
55	GOLF COURSE							

01/05/2016 09:04  
TBECK

City of Bountiful, UT  
NOVEMBER 2015 YTD EXPENSE REPORT-FY 2016

P 3  
glytbdud

FOR 2016 05		JOURNAL DETAIL 2016 1 TO 2016 13						
55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,764,441	1,764,441	661,932.08	156,422.86	.00	1,102,508.92	37.5%
	TOTAL GOLF COURSE	1,764,441	1,764,441	661,932.08	156,422.86	.00	1,102,508.92	37.5%
<hr/> 57 LANDFILL <hr/>								
5700	Landfill	1,125,394	1,125,394	455,517.66	171,620.17	.00	669,876.34	40.5%
	TOTAL LANDFILL	1,125,394	1,125,394	455,517.66	171,620.17	.00	669,876.34	40.5%
<hr/> 58 SANITATION <hr/>								
5800	Sanitation	1,181,644	1,181,644	552,860.77	349,642.63	.00	628,783.23	46.8%
	TOTAL SANITATION	1,181,644	1,181,644	552,860.77	349,642.63	.00	628,783.23	46.8%
<hr/> 59 CEMETERY <hr/>								
5900	Cemetery	622,677	622,677	168,187.52	45,041.07	.00	454,489.48	27.0%
	TOTAL CEMETERY	622,677	622,677	168,187.52	45,041.07	.00	454,489.48	27.0%
<hr/> 61 COMPUTER MAINTENANCE <hr/>								
6100	Computer Maintenance	38,263	38,263	4,145.49	1,079.04	.00	34,117.51	10.8%
	TOTAL COMPUTER MAINTENANCE	38,263	38,263	4,145.49	1,079.04	.00	34,117.51	10.8%
<hr/> 63 LIABILITY INSURANCE <hr/>								
6300	Liability Insurance	541,343	541,343	386,747.66	11,891.40	.00	154,595.34	71.4%
	TOTAL LIABILITY INSURANCE	541,343	541,343	386,747.66	11,891.40	.00	154,595.34	71.4%
<hr/> 64 WORKERS' COMP INSURANCE <hr/>								



01/05/2016 09:04  
TBECK

City of Bountiful, UT  
NOVEMBER 2015 YTD EXPENSE REPORT-FY 2016

P 4  
glytdbud

FOR 2016 05

JOURNAL DETAIL 2016 1 TO 2016 13

64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	329,252	329,252	79,677.44	6,184.21	.00	249,574.56	24.2%
	TOTAL WORKERS' COMP INSURANCE	329,252	329,252	79,677.44	6,184.21	.00	249,574.56	24.2%
<hr/>								
72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	1,019,321	1,019,321	.00	.00	.00	1,019,321.00	.0%
	TOTAL RDA REVOLVING LOAN FUND	1,019,321	1,019,321	.00	.00	.00	1,019,321.00	.0%
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	2,119,111	2,119,111	59,752.14	10,135.33	.00	2,059,358.86	2.8%
	TOTAL REDEVELOPMENT AGENCY	2,119,111	2,119,111	59,752.14	10,135.33	.00	2,059,358.86	2.8%
<hr/>								
83	RAP TAX							
8300	RAP Tax	451,600	451,600	131,276.18	50,330.12	.00	320,323.82	29.1%
	TOTAL RAP TAX	451,600	451,600	131,276.18	50,330.12	.00	320,323.82	29.1%
<hr/>								
92	OPEB TRUST							
9200	OPEB Trust	0	0	38,879.13	7,346.80	.00	-38,879.13	100.0%
	TOTAL OPEB TRUST	0	0	38,879.13	7,346.80	.00	-38,879.13	100.0%
	GRAND TOTAL	73,099,851	73,099,851	24,298,815.66	5,519,667.53	.00	48,801,035.34	33.2%

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



# City Council Staff Report

**Subject: Appointment of City Recorder & Treasurer**  
**Author: City Attorney Russell Mahan**  
**Date: January 12, 2015**



---

## **Background**

State law provides that “before the first Monday in February following a municipal election, the Mayor, with the advice and consent of the City Council, shall appoint a qualified person to each of the offices of City Recorder and Treasurer.” (Utah Code §10-3-916.) We have just had a municipal election, so these appointments are due for two year terms.

## **Analysis**

Subject to an affirmative vote of the City Council, Mayor Lewis is nominating Shawna Andrus for appointment as City Recorder and Ted Elder as City Treasurer. Shawna has a B.A. in Communications, has been with the City since 2006, and has been Bountiful City Recorder for a year. Ted Elder has a Bachelor degree in Accounting, and has been Bountiful City Treasurer for nearly two years.

## **Department Review**

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

## **Significant Impacts**

This action will fulfill the requirement of State law to appoint a Recorder and Treasurer at this time.

## **Recommendation**

It is recommended that Shawna Andrus be appointed as Bountiful City Recorder and Ted Elder as Bountiful City Treasurer.

## **Attachments**

None.



# City Council Staff Report



**Subject:** Mosquito Abatement Board, Power Commission and Fire District Trustee Appointments

**Author:** Gary Hill, City Manager and Shawna Andrus, City Recorder

**Date:** 12 January 2016

---

## **Background**

Bountiful City participates on the boards of several other agencies that overlap the City. In addition, the City itself has boards and commissions such as the Power Commission that help provide policy recommendations to the City Council.

Appointments to these boards and commissions are made by the Mayor with the advice and consent of the City Council.

## **Analysis**

Reed Harding has represented Bountiful on the Board of Trustees of the South Davis Mosquito Abatement District for the last year, and is resigning his position due to health reasons. Mayor Lewis has asked Councilman John Marc Knight to serve on the Mosquito Abatement Board in Mr. Harding's place.

Dave Irvine has served on the Power Commission since 1998 and would like to continue his service on this commission.

Mayor Lewis has been serving on the South Davis Metro Fire Agency board and will continue on the Board as a Trustee after the new Agency is formed. An alternate Trustee, yet to be nominated, will also be appointed at the meeting.

## **Department Review**

The review was completed by the City Manager.

## **Significant Impacts**

None

## **Recommendation**

Mayor Lewis recommends the Council approve the four appointments as described above.

## **Attachments**

None



# City Council Staff Report



**Subject: Cable TV Franchise / Century Link**  
**Author: Russell Mahan**  
**Department: City Attorney**  
**Date: January 12, 2016**

---

## **Background**

A franchise agreement is simply a contract allowing a private company to use the public rights of way. Fees are paid to the City for this use of the public ways through taxes on monthly bills to customers for natural gas, telephones, cable TV, etc. The City has not issued a cable television franchise since 1994 with Wasatch Community TV dba TCI (now Comcast). That agreement has expired and the City and Comcast are now on a month to month continuation of the agreement. We need to enter into a new agreement with Comcast in the near future. The agreement with TCI / Comcast is “non-exclusive,” meaning that franchises can also be granted to other cable TV companies.

Now Quest dba Century Link wants to have a cable television / communications franchise agreement with the City so it can also give television and communications services to Bountiful citizens. A copy of the proposed Franchise Agreement is attached. The granting of a new franchise agreement with Century Link is the issue before the City Council. Under Bountiful City Code Section 11-2-111(b) the granting of a cable television franchise requires a public hearing, so notice has been published in the Davis Clipper.

Comcast has objected to the proposed Century Link franchise agreement primarily because it does not have a build-out requirement similar to the one in the Comcast agreement.

It is recommended that this Franchise Agreement be approved.

## **Analysis**

The proposed franchise agreement sets out the rules for Century Link to use the public rights of way in Bountiful. Compensation to the City for this use will come through the 5% cable TV tax provided by State law. The agreement has been reviewed and approved by me and by Roger Tew, the attorney for the Utah League of Cities & Towns who deals with telecommunications issues. Roger has been the League lobbyist at the Utah Legislature on these issues, and has been involved in the substantial changes in federal and state franchising law for more than fifteen years. This agreement meets the requirements

of federal and state law. It has been approved in this same form by Draper, and Century Link has similar agreements with Salt Lake City, Salt Lake County, South Jordan, West Jordan, Highland, and Saratoga Springs.

It is required by federal law (in the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992) that cities permit access to local markets for companies providing cable television/ communications services, to permit competition among various providers, and to approve applications in a timely manner. It prohibits cities from granting exclusive franchises to one provider and from having unreasonable barriers to companies entering into the local market. It requires a “level playing field.”

Decades ago when Wasatch / TCI first came to the City for a franchise agreement, there was no cable TV service available in the City. In order to serve all of its citizens, Bountiful City and almost all cities required the first company into the market to provide service throughout the city limits to all residents. Over the course of many years, this build-out requirement was fulfilled. Comcast has this requirement in its expired franchise agreement.

Times have changed, however, and the City is now built out for cable TV service to all citizens. In addition, other technologies such as satellite television and internet service are available to anyone anywhere. There is no longer a practical need for the build-out requirement.

The Federal Communications Commission has ruled that local franchising authorities cannot impose unreasonable build-out requirements on new entrants into the market. The actual effect of a build-out requirement now is to bar the new company from the market and to maintain a monopoly by the first company. This violates the federal open access requirement.

There are essentially two solutions to the situation Bountiful City now faces with Comcast having a build-out requirement and Century Link wanting to enter into the market. First, the build-out provision can be eliminated from both agreements. Second, Century Link can be required to build out the City over a period of years under certain threshold requirements (such as Denver did, as Comcast mentioned in its letter).

Open access and competition among cable television providers is a positive benefit to the citizens of Bountiful. Staff therefore recommends the first alternative: eliminate the build out requirement for both Century Link and Comcast. The City is now built out, and any future growth (which would be very limited due to geography) would be serviced voluntarily by the companies or by alternative services such as satellite or wireless. The seven cities mentioned



above have granted Century Link a franchise without a build out requirement, and have been willing to eliminate the Comcast requirement. Salt Lake City has also granted a franchise to Google Fiber with no build out provision.

Now is an opportune time for Bountiful City to do this. The Century Link franchise is before the Council, and the expired Comcast agreement can be quickly worked out.

### **Department Review**

This staff report was prepared by the City Attorney and reviewed by the City Manager. The Franchise Agreement has been reviewed and approved by ULCT attorney Roger Tew. The Century Link / Comcast situation has been discussed with involved attorneys for Salt Lake City, Salt Lake County and the Salt Lake District Attorney's Office.

### **Significant Impacts**

Increased availability and competition in cable video services will be a benefit to Bountiful residents.

### **Recommendation**

It is recommended that the City Council approve the proposed Franchise Agreement with Century Link.

### **Attachments**

You have separately been sent documents by Century Link and Comcast. The proposed Franchise Agreement with Century Link.

**FRANCHISE AGREEMENT  
QWEST BROADBAND SERVICES, INC. D/B/A CenturyLink**

WHEREAS, this Franchise Agreement (“Franchise”) is between Bountiful City, Utah (the “City”) and Qwest Broadband Services, Inc. d/b/a CenturyLink (“CenturyLink”).

WHEREAS, the City is authorized to grant and renew cable franchises for the installation, operation, and maintenance of cable television systems and otherwise regulate cable communications services within the City boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority;

WHEREAS, Qwest Broadband Services, Inc. d/b/a/ CenturyLink desires to provide cable communications services and to construct, operate and maintain a cable television system within the City; and

WHEREAS, the City hereby acknowledges that the financial, legal, and technical ability of CenturyLink is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with CenturyLink for the construction and operation of a cable system on the terms set forth herein.

**Section 1. Definitions**

For the purpose of this Franchise, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural include the singular and words in the singular include the plural. The word “shall” is always mandatory and not merely discretionary.

A. “Act” shall mean the Communications Act of 1934, including the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

B. “Cable Service” shall have the meaning provided under Federal law and regulations.

C. “Cable System” shall have the meaning provided under Federal law and regulations.

D. “Gross Revenue” means any and all revenue in whatever form, from any source, directly received by Qwest Broadband Services, Inc. d/b/a/ CenturyLink (“CenturyLink”) or an Affiliate of CenturyLink that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Right-of-Way in the Service Area. Gross Revenues shall include, but are not limited to, basic, expanded basic and pay service revenues, revenues from

installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenues does not include any fees or taxes which are imposed directly or indirectly on any Subscriber by any governmental unit or agency, and which are collected by CenturyLink on behalf of a governmental unit or agency. Gross Revenues do not include franchise fees, or revenues which cannot be collected by CenturyLink and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, the revenue shall be included in Gross Revenues for the collection period.

E. "Living Unit" means a distinct address as tracked in the QC network inventory, used by CenturyLink to identify existing or potential Subscribers. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.

F. "Person" shall mean any person, firm, partnership, association, corporation, company or organization of any kind other than the City.

G. "QC" means Qwest Corporation d/b/a CenturyLink QC ("QC"), an Affiliate of CenturyLink.

H. "Qualified Living Unit" means any Living Unit designated as qualified for Cable Service in QC's loop qualification network inventory.

I. "Service Area" shall mean the territory within the boundaries of the City.

J. "Street" and "Public Right-of-Way" shall have the meaning set forth in applicable City Code or rules as defined below.

K. "Subscriber" shall mean an authorized recipient lawfully receiving Cable Service provided by CenturyLink by means of or in connection with the Cable System, whether or not a fee is paid for such service.

L. "City Code" shall mean the code, rules and regulations adopted by Bountiful City, from time-to-time.

M. "Reasonable Notice" shall mean the following: Unless otherwise defined herein, reasonable notice means the delivery of written notice to the other party at least thirty (30) days prior to the action proposed for the alleged defect, situation or default. In the event of any emergency that poses an immediate risk of harm to the health safety, welfare or property of the residents of the City, reasonable notice shall be construed to mean written or verbal notice of the action, condition or defect or situation as soon as practicable under the circumstances.

N. "Multiple Dwelling Unit" or "MDU" means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

## **Section 2. Grant of Franchise**

The nonexclusive Franchise is hereby granted to CenturyLink and subject to the terms, conditions, and limitations hereinafter stated, to use the Streets or Public Rights-of-Way of the City now or hereafter laid out or dedicated, and all extensions thereof, and additions thereto, to construct, erect, operate and maintain in, upon, along, across, above, over, and under the aforementioned Streets and/or Public Rights-of-Way in the City, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the City of a Cable System for the reception, sale, and distribution of Cable Service and for any and all other lawful purposes.

CenturyLink agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of CenturyLink to provide Cable Service pursuant to this Agreement. In the event of a conflict between any ordinance and this Agreement, the Agreement shall control, provided however that CenturyLink agrees that it is subject to the lawful exercise of the City's police power.

Any Affiliate of CenturyLink directly involved in the offering or delivery of Cable Services in the Service Area, or directly involved in the management or operation of the Cable System in the Service Area, shall comply with the obligations of this Franchise. However, the Parties acknowledge that Qwest Corporation d/b/a CenturyLink QC ("QC"), an Affiliate of CenturyLink, will be primarily responsible for the construction and installation of the facilities in the Streets/Public-Rights-of-Way which will be utilized by CenturyLink to provide Cable Service, including Cable Services utilizing QC's Fiber-to-the-Premises Network or Fiber-to-the-node infrastructure utilizing facilities provided by QC. So long as QC does not provide Cable Services to Subscribers in the City, QC will not be subject to the terms and conditions contained in this Franchise. QC's installation and maintenance of facilities in the Streets/Public-Rights-of-Way shall otherwise be subject to applicable laws and permit requirements. To the extent CenturyLink uses any third-parties (whether or not affiliated with CenturyLink) to fulfill its obligations under this Franchise, CenturyLink will insure such parties comply with the terms and conditions of this Franchise. To the extent CenturyLink constructs and installs Facilities in the Streets/Public-Rights-of-Way, such installations and facilities will be subject to the terms and conditions contained in this Franchise.

## **Section 3. Area of Operation**

A. Subject to the lawful exercise of the police power heretofore or hereafter granted to the City, CenturyLink shall have the right to construct, operate, and maintain, in, on, along and under the Streets and Public Rights-of-Way of the Service Area of the City, wires, cables, remote terminal cabinets, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the City of a Cable System at such locations designated by CenturyLink and approved by the City. All new construction by CenturyLink shall be underground as required by City Code and shall be within public utility easements where possible.

B. CenturyLink shall provide Cable Services upon request from any Person in the Service Area who resides in a Qualified Living Unit.

C. Except as otherwise provided in this Franchise, CenturyLink shall provide Cable Services within seven (7) days of a request by any Person who resides in a Qualified Living Unit. A request shall be deemed made on the date of signing a service agreement, receipt of funds by CenturyLink or receipt by CenturyLink of a verified verbal or written request.

D. In cases of new construction or property development where utilities are to be placed underground, the developer/property owner shall give CenturyLink reasonable notice of such construction or development, and of the particular date on which open trenching will be available for CenturyLink's installation of conduit and/or cable. CenturyLink shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring Cable Service to the development shall be borne by the developer/property owner unless agreed to otherwise between CenturyLink and developer.

E. CenturyLink's use of Public Rights-of-Way shall be subject to all rules and policies adopted by the City from time to time, provided, such rules and policies do not materially change the terms of this Franchise.

#### **Section 4. Acceptance; Effective Date; Term**

A. The effective date of this Agreement shall be the date that this Agreement is fully executed by the Parties.

B. The Franchise granted herein will take effect and be in full force from and after final passage by the City, subject to the acceptance provided in paragraph A above and shall continue in full force and effect for a period of ten (10) years (hereinafter the "Term"), unless earlier terminated as set forth herein.

#### **Section 5. Conditions on use of Streets and Roads**

A. **Trimming/Cutting Trees.** CenturyLink, upon consultation with the City, shall have the right to trim and keep clear of its poles, wires, cables, underground conduits, manholes and other conductors and fixtures, the trees in and along the Streets. In the exercise of such right, CenturyLink shall not cut or otherwise injure any trees to any greater extent than is reasonably necessary. Nothing herein shall allow trimming, cutting, clearing or other activity on private property without consent from the private property owner.

B. **Restoring Streets.** CenturyLink shall restore, reconstruct, or repair any Street and Public Right-of-Way, and any sewer, gas, effluent, water main, pipe, or fire alarm disturbed or destroyed by the exercise of any right granted to CenturyLink by this Franchise in accordance with applicable City Code, as amended. In the event the City determines CenturyLink has not made such restoration, reconstruction or repair in a reasonably satisfactory manner, the City, after giving CenturyLink notice and opportunity to correct such failure, shall have the right to carry out such restoration, reconstruction or repair, and CenturyLink shall reimburse the City in full for all

reasonable expenses incurred by the City in carrying out all or part of such restoration, reconstruction or repair.

C. Safety. CenturyLink shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public. All structures and lines, equipment, and connections in, over, under, and upon the Streets, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair. Any opening or obstruction in the streets shall be guarded and protected at all times by placement of adequate barriers, fences, or boardings, the bounds of which will be clearly designated by warning lights.

D. Compliance with Applicable Laws. CenturyLink shall install and maintain its wire, cables, fixtures, and other equipment in accordance with applicable City Code, as amended, any building codes, or other construction standards imposed by the City, and the applicable sections of the National Electric Safety Code as revised during the Term and in such manner as shall not interfere with any installations of the City or of any public utility serving the City.

E. Temporary Moving of Wires. CenturyLink shall, on the request of any Person holding a building-moving permit issued by the City, temporarily relocate its facilities to permit the moving of buildings, water, effluent or sewer lines, or Streets and/or Public Rights of Way. The expense of such relocation shall be paid by the Person requesting the same, and CenturyLink shall have the authority to require such payment. CenturyLink shall be given not less than five (5) business days' notice to arrange for such relocation.

F. Inspection. The City shall have the right to inspect all construction or installation work performed in, over, under and upon the Streets, subject to the provisions of this Franchise and make such inspections as it shall find necessary to insure compliance with the terms of this Franchise.

G. Location of Distribution Lines-Poles/Underground Cable. No poles or structures shall be erected by CenturyLink without prior approval of the City, through established permit procedure pursuant to applicable City Code, as amended. Location of any pole or structure shall be removed or modified by CenturyLink whenever the City determines that the public health, safety and welfare would be negatively affected. If the City requires the removal or relocation of part of the Cable System, such removal or relocation shall be solely at CenturyLink's expense.

H. Moving of CenturyLink Property. CenturyLink will, upon reasonable notice from the City, protect, support, temporarily disconnect or relocate its property in the Street or Public Right-of Way when required by the City or State by reason of traffic conditions, public safety, street closing or abandonment, highway or street construction, change or establishment of street grade, or any other types of structures or improvements. The City shall bear the cost to the extent such request for relocation or disconnection is for aesthetic purposes, otherwise CenturyLink shall bear the cost.

I. CenturyLink shall provide as-builts to the City for its facilities in the streets and rights-of-way.

## **Section 6. Construction and Operation**

A. All installation and maintenance of electronic equipment shall be in accordance with the applicable sections of the current edition of the National Electric Safety Code and all State as well as all applicable City codes.

B. All working facilities, conditions, and procedures, used or occurring during construction and maintenance of the Cable System shall comply with the standards of the Occupational Safety and Health Administration.

C. Construction, installation and maintenance of the Cable System shall be performed in an orderly and workmanlike manner, and in close coordination with public and private utilities serving the City following accepted construction procedures and practices and working through existing committees and organizations.

D. Any antenna structure used in the Cable System shall comply with construction, marking and lighting of antenna structures required by the United States Department of Transportation. CenturyLink shall obtain a special use permit from the City prior to the installation of any such antenna structure.

E. CenturyLink will not intentionally interfere with television reception of Persons not served by CenturyLink, nor will the Cable System interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents within the confines of the City. Specifically, CenturyLink shall not interfere, obstruct or hinder in any manner, the City's communications systems, water system, sewer system, fire department system, police department system, public works systems or court system.

F. CenturyLink shall not be required to make Cable Service available to residents of an MDU project until a mutually acceptable agreement granting CenturyLink access to the MDU has been executed and delivered by CenturyLink and the property owner.

G. CenturyLink will at all times fully comply with all City requests regarding its work within the Public Rights-of-Way.

## **Section 7. Customer Service**

CenturyLink shall obtain and maintain sufficient telephone lines and staffing so as not to delay unreasonably the answering of any telephone call, and shall adjust its staffing, as necessary, with respect to special events which may reasonably be expected to increase call volume. In any event, CenturyLink shall comply at all times with the customer service provisions set forth in 47 Code of Federal Regulations Parts 76.309, 76.1602 and 76.1603.

## **Section 8. Channel Capability**

A. CenturyLink shall use reasonable efforts to provide a minimum of two hundred (200) channels. CenturyLink shall provide broad categories of services. Suggested broad categories of video programming are:

1. Educational programming;
2. News and information;
3. Sports programming;
4. General entertainment (including movies);
5. Children's programming;
6. Family programming;
7. Culture and performing arts;
8. Science/documentary;
9. Weather information;
10. Ethnic programming; and,
11. Governmental affairs.

CenturyLink shall carry the signals of local broadcast stations in the Salt Lake City Metropolitan area that have indicated to CenturyLink their "must carry" designation as well as broadcast stations that have executed "retransmission consent" agreements with CenturyLink in accordance with FCC regulations and federal law.

B. Upon request by the City, CenturyLink shall make available one (1) channel to be used for educational and governmental cablecast programming. When first-run programming on the first educational and governmental access channel occupies fifty percent of the hours between 11:00 a.m. and 11 p.m., for any twelve consecutive weeks, the City may request the use of one additional channel for the same purpose. The additional channel must maintain programming twenty-five percent of the hours between 11:00 a.m. and 11:00 p.m. for twelve consecutive weeks. If this level of programming is not maintained, the channel will return to CenturyLink for its use. CenturyLink also reserves the right to program designated educational and governmental channels during the hours not used by the City or other governmental entities. If programming time is not used by City and is available for sharing, the channels may be shared with other municipalities receiving programming from the common head end receive site location. The City shall agree to indemnify, save and hold harmless CenturyLink from and against any liability resulting from the use of the aforementioned educational and governmental channels by the City, except for liability resulting from program time shared with other municipalities. CenturyLink shall not have to provide any channel capacity beyond that provided by any other franchised cable provider in the City.

C. At any time during the term of this Franchise the City may require that CenturyLink provide a "Capital Contribution," during the remaining term of the Franchise, to be used specifically for educational and governmental access. The City shall give CenturyLink ninety (90) days written notice of such a requirement. The amount of the Capital Contribution payable by CenturyLink to the City shall not exceed ten cents per month, per Subscriber, to be remitted annually. The payment shall be due no later than forty-five (45) days after the end of the calendar



year. All amounts paid as the Capital Contribution may be separately stated on Subscribers' bills as permitted in 47 C.F.R. 76.985. The Capital Contribution will be payable by CenturyLink to the City after; a) the approval of the City, if required, to the inclusion of the Capital Contribution on Subscribers' bill including any required approval pursuant to 47 C.F.R. 76.933; b) notice to CenturyLink's Subscribers of the inclusion; and c) the collection of the Capital Contribution by CenturyLink from its Subscribers. The "Capital Contributions" are not to be considered in the calculation of Franchise Fees pursuant to this Franchise. CenturyLink shall never be required to pay a different amount than being collected from the incumbent cable provider from its subscribers as a capital contribution.

D. CenturyLink may make all PEG channels available on a mosaic display.

### **Section 9. Conduct of Operations**

A. CenturyLink will render efficient Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible. CenturyLink will use reasonable efforts to assure that such interruptions will occur during periods of minimum system use.

B. CenturyLink shall comply with all applicable Federal Communications Commission rules and regulations, both present and future.

### **Section 10. Indemnification**

A. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death of, any person that may occur in the construction, operation or maintenance by CenturyLink of its Cable System.

B. CenturyLink shall indemnify, hold harmless and defend the City, its officers, agents and employees from and against and all claims, demands, suits, costs, liens, liabilities, injuries and damages of whatsoever kind resulting directly or indirectly from, or arising out of: 1) any acts or omissions of or by CenturyLink, its agents, representatives, officers, employees, or subcontractors in connection with CenturyLink's use of the Public Rights-of-Way within the City; or 2) CenturyLink's failure to inspect, discover, correct or otherwise address any defect, dangerous condition or other condition created by or resulting from CenturyLink's use of the Public Rights-of-Way within the City. CenturyLink agrees that its duty to defend, hold harmless and indemnify the City under this Franchise includes reasonable attorney's fees, litigation and court costs and expert witness fees.

C. Notwithstanding any provision hereof to the contrary, CenturyLink shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, suit, cost, lien, liability, injury or damage arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers, agents or employees.

### **Section 11. Insurance**

**11.1** General Insurance Requirements for all Policies.

A. Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date before the effective date of this Franchise, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Franchise or contain a comparable "extended discovery" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the City.

B. All policies of insurance shall be issued by insurance companies Franchised to do business in the state of Utah and either:

1.A. Currently rated A- or better by A.M. Best Company; and

1.B. For construction contracts only, the insurer must also have an A.M. Best Company financial size category rating of not less than VII.

—OR—

2. Listed in the United States Treasury Department's current Listing of Approved Sureties (Department Circular 570), as amended.

C. CenturyLink shall furnish evidence of insurance, acceptable to the City, verifying compliance with the insurance requirements herein prior to CenturyLink's written acceptance of this Franchise.

D. In the event any work is subcontracted, CenturyLink shall require its contractor, at no cost to the City, to secure and maintain all minimum insurance coverages required of CenturyLink hereunder.

E. CenturyLink's insurance policies shall be primary and non-contributory to any other coverage available to the City. The workers' compensation, general liability and auto liability policies shall be endorsed with a waiver of subrogation in favor of the City.

F. In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, CenturyLink shall provide a new certificate of insurance within thirty (30) days after being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in an amount acceptable to the City.

G. All required policies shall provide that coverage thereunder shall not be canceled or modified without providing (30) days prior written notice to the City.

H. In the event CenturyLink fails to maintain and keep in force any insurance policies as required herein City shall have the right at its sole discretion to obtain such coverage and charge CenturyLink for the costs of said insurance.

**11.2 Required Insurance Policies.** CenturyLink, at its own cost, shall secure and maintain during the term of this Franchise, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation and employer's liability insurance as required by the State of Utah, and employers liability coverage in the amount of \$1,000,000 per loss. Proof of workers' compensation coverage is required unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, CenturyLink shall require its contractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with the City as an additional insured, in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the City, CenturyLink, and any contractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from CenturyLink's operations under this Franchise, whether performed by CenturyLink itself, any contractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to the City whether such coverage be primary, contributing or excess.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$1,000,000 per person, \$2,000,000 per accident, \$500,000 per occurrence for property damage, or a single combined limit of \$2,000,000.

## **Section 12. Unauthorized Connections or Modifications**

A. It is unlawful for any Person to make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise with or to any segment of the Cable System for any purpose whatsoever, without the express consent of CenturyLink.

B. It is unlawful for any Person to willfully interfere, tamper, remove, obstruct or damage any part, segment or content of the Cable System for any purpose whatsoever.

C. Any Person convicted of a violation of this section will be subject to the maximum penalty allowed by Federal, State and local law. The City agrees to cooperate with CenturyLink in the prosecution of any such violations.

## **Section 13. Franchise Fee**

A. CenturyLink will pay to the City quarterly, within sixty (60) days following the end of each quarter, an amount equal to five percent (5%) of CenturyLink's quarterly Gross Revenues ("Franchise Fee"). The Franchise Fee will be deemed to reimburse the City for the rights granted

herein and/or all costs of regulation and administration of the Franchise. CenturyLink shall not have to pay a Franchise Fee in a percentage amount beyond that provided by any other franchised cable provider in the City.

B. Notwithstanding any provision to the contrary, CenturyLink shall, in addition to the Franchise Fee described above, pay the required charges, taxes and fees lawfully established in a code or ordinance properly adopted by the City. CenturyLink shall be entitled to pass such charges, taxes and fees directly to its subscribers in the City.

C. CenturyLink, upon request of the City, shall install and furnish, at its sole cost, a standard installation and one outlet of basic cable to those administrative buildings owned and occupied by the City, provided that such City buildings are designated as Qualified Living Units and no other cable service provider is providing Cable Services at such location. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from CenturyLink. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The City shall take reasonable precautions to prevent any use of CenturyLink's Cable System in a manner that results in any loss or damage to the Cable System. The City shall hold CenturyLink harmless from any and all liability for claims arising out of the provision and use of Cable Service required by this subsection.

D. On an annual basis, upon thirty (30) days prior written notice, the City Finance Director or his/her designee shall have the right to conduct an independent audit of CenturyLink's record reasonably related to the administration and enforcement of this Agreement, in accordance with GAAP. If the audit shows the Franchise Fees have been underpaid by five percent (5%) or more, CenturyLink shall pay the total cost of the audit. Such cost shall not exceed five thousand (\$5,000) for each year of the audit period. The City's right to audit and CenturyLink's obligation to retain records related to an audit as described in this section shall expire three (3) years after each Franchise Fee payment has been paid to the City.

E. The period of limitation for recovery of any franchise fee payable hereunder or for any overpayment shall be three (3) years from the date on which payment by CenturyLink is due, or from the date the payment is made in the case of overpayment.

#### **Section 14. Rates**

All of CenturyLink's rates and charges shall be published (in the form of a publicly-available rate card) in accordance with applicable State and Federal law, and shall be nondiscriminatory as to all persons and organizations of similar classes, under similar circumstances and conditions. CenturyLink shall apply its rates in accordance with governing law, with similar rates and charges for all subscribers receiving similar cable service, without regard to race, color, familial, ethnic or national origin, religion, age, sex, sexual orientation, marital, military or economic status, or physical or mental disability. Nothing herein shall be construed to prohibit CenturyLink from:

A. The temporary reduction or waiving of rates or charges in conjunction with valid promotional campaigns;

B. The offering of reasonable discounts to senior citizens or economically disadvantaged citizens;

C. The establishment of different and nondiscriminatory rates and charges and classes of service for commercial customers, as well as different nondiscriminatory monthly rates for classes of commercial customers as allowable by federal law and regulations; or

D. The establishment of different and nondiscriminatory rates and charges for residential Subscribers as allowable by federal law and regulations.

### **Section 15. Records and Reports**

A. Copies of all petitions, applications and communications submitted by CenturyLink and directly related to CenturyLink's Franchise to the Federal Communications Commission, Securities and Exchange Commission or any other agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to this Franchise, shall be submitted to the City upon written request.

B. The City shall have the right, at its own expense, and upon at least thirty (30) working days prior written notice, to inspect at CenturyLink's offices during normal business hours, all books and records directly related to this Franchise to ensure compliance with the terms of this Franchise. To the extent such information is protected by State or Federal law, the City will not disclose to the public or to competitors of CenturyLink any commercial or financial information reviewed by the City pursuant to this Franchise. If any books or records of CenturyLink are not kept in a local office and if the City determines that an examination of such records is necessary or appropriate for the performance of any of the City's duties, administration or enforcement of this ordinance, then all reasonable travel and related expenses incurred in making such examination shall be paid by CenturyLink.

C. Throughout the term of the Franchise, CenturyLink shall provide the City with an annual report of its operations of the Cable System in the Service Area, including the number of Subscribers, the anticipated construction and maintenance of its facilities and its general plans to increase availability in the following year. CenturyLink shall not be required to disclose any protected or confidential information as part of this annual report. CenturyLink also agrees to meet with the City on an annual basis upon fifteen (15) days prior written request from the City. Matters to be discussed include, but are not limited to Customer service, System performance, technical issues and other matters related to CenturyLink's operation of the Cable System.

### **Section 16. Franchise Renewal**

Any renewal of this Franchise shall be in accordance with the renewal provisions of the Cable Act as codified at the time of the renewal and any relevant provisions of the City Code, as amended.

### **Section 17. Transfer of Franchise**

CenturyLink shall not transfer this Franchise to another party, person, or entity except to a company controlling, controlled by or under common control with CenturyLink, without complying with the provisions of the Cable Act.

### **Section 18. Termination; Cancellation**

A. In addition to all other rights and powers pertaining to the City by virtue of this Franchise or otherwise, the City reserves the right, after reasonable notice to CenturyLink and after reasonable opportunity of CenturyLink to cure any alleged Franchise Violation, to terminate and cancel this Franchise and all rights and privileges of CenturyLink hereunder in the event that CenturyLink:

1. Willfully fails to reasonably carry out any provision of this Franchise or any rule, order, or determination of the City pursuant to this Franchise; or
2. Becomes insolvent, unable or unwilling to pay its debts, or is adjudicated bankrupt.

B. Such termination and cancellation shall be by resolution duly adopted after sixty (60) day notice to CenturyLink and shall in no way affect any of the City's rights under this Franchise or any provision of law.

### **Section 19. Force Majeure**

With respect to any provision of this Franchise, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon CenturyLink, such violation or noncompliance shall be excused where such violation or noncompliance is the result of Acts of God, war, civil disturbance, work stoppage, strike, or other events, the occurrence of which was not reasonably foreseeable by CenturyLink and is beyond CenturyLink's reasonable control.

### **Section 20. Miscellaneous**

A. The right is hereby reserved by the City to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations, as it shall find to be in the best interests of the City, so long as such actions do not materially change the terms of this Agreement as it relates to providing Cable Service.

B. If any section, subsection, sentence, clause, phrase or portion of the Franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

C. City acknowledges that acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressed or implied, by CenturyLink of any constitutional or legal right which CenturyLink may have or may be subsequently determined to have, either by current or subsequent legislation or court decisions. The City acknowledges that CenturyLink hereby reserves its rights under applicable Federal and State constitutions and law.

D. This Franchise shall be governed by the laws of the State of Utah.

E. Any controversy or claim arising out of or relating to this Franchise, or the breach thereof, except as provided below, shall be settled by arbitration before a single arbitrator in accordance with the Utah Uniform Arbitration Act, UTAH CODE ANN. §§ 78B-11-101 to 131, with the arbitration proceeding being administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following is not subject to arbitration:

1. To the extent that any dispute otherwise arbitrable involves the interpretation or application of state or federal laws that govern the rights and obligations of the parties under this Franchise, such interpretation or application of federal or state law, shall not be subject to arbitration, but shall be resolved judicially. This exception shall not extend to the application of the common law to legal issues arising in the arbitration, or to the application of statutes that generally affect the interpretation of contracts.

2. In the event that any material provision of the Franchise is determined to be invalid or unenforceable, or a reopener gives rise to a renegotiation of the Franchise, and the parties are unable to agree upon appropriate modifications of the Franchise, the Franchise shall be modified by arbitration in accordance with this Subsection; provided, however, to the extent either party establishes probable inconsistency between a proposed modification and federal or state law governing this Franchise, excluding common law or statutes governing contracts generally, the arbitration proceeding shall be stayed upon the request of either party made in a proceeding filed in federal court. In any event, either party shall have the right to seek judicial resolution of issues within these exceptions to arbitration either before or after any arbitration proceeding.

F. All notices or correspondence to be served upon the City or CenturyLink by the other party shall be in writing and delivered by first class mail, postage prepaid or by a national express mail service.

Notices or correspondence to the City shall be addressed as follows:

Bountiful City  
Attention: City Manager  
790 South 100 East  
Bountiful City, UT 84010

Notices or correspondence to CenturyLink shall be addressed as follows:

Qwest Broadband Services, Inc. d/b/a CenturyLink  
Attention Public Policy  
1801 California Street, 10<sup>th</sup> Floor  
Denver, CO 80202

With a copy to:  
CenturyLink  
Attention: Public Policy  
250 E.200 S, 16<sup>th</sup> Floor  
Salt Lake City, UT 84111

The City or CenturyLink may designate such other address or addresses from time to time by giving written notice to the other as set forth above.

IN WITNESS WHEREOF, the Parties have executed this Franchise Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**CITY OF BOUNTIFUL**

By: \_\_\_\_\_  
RANDY LEWIS, Mayor

ATTEST:

\_\_\_\_\_  
SHAWNA ANDRUS, City Recorder

**QWEST BROADBAND SERVICES, INC. DBA CENTURYLINK**

By: *[Signature]*  
Its: *VP video*

SWORN TO BEFORE ME THIS  
13<sup>th</sup> day of December, 2015.

*Don J. Fields*

NOTARY PUBLIC





# City Council Staff Report

**Subject:** John Deere Backhoe  
**Author:** Mark Slagowski  
**Department:** Water Department  
**Date:** January 12, 2016



---

## **Background**

We included in our 2015 - 2016 budget funds to purchase a backhoe loader to replace one that is 12 years old.

## **Analysis**

We have received State contract pricing from Honnen Equipment for a John Deere 410L backhoe loader for a price of \$113,081. We will trade in our old backhoe and will receive \$16,400 for it, which would make the total cost of the new backhoe \$96,681. Caterpillar and Case had to go one size bigger than John Deere to meet our specifications so they could not be competitive with their pricing. We researched a possible lease but found it to be a little more expensive long term.

## **Department Review**

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

## **Recommendation**

Staff recommends Council approve an amount of \$96,681 for the purchase of this backhoe.

## **Significant Impacts**

The backhoe that this new John Deere will replace needs a lot of work so we will not have the expense of fixing it and there will be no down time on our equipment.

## **Attachments**

None





# BOUNTIFUL

City of Beautiful Homes and Gardens

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

## Bountiful City Ordinance No. 2016-01

### AN ORDINANCE ADOPTING AN AMENDMENT TO THE BOUNTIFUL C.B.D. NEIGHBORHOOD DEVELOPMENT PROJECT AREA PLAN, AS APPROVED BY THE BOUNTIFUL CITY REDEVELOPMENT AGENCY

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

1. A taxing entity committee has been created by the Bountiful City Redevelopment Agency (the “Agency”) pursuant to UCA § 17C-1-402, and is known as the Bountiful City Redevelopment Agency Taxing Entity Committee (the “Taxing Entity Committee” or “TEC”).
2. The Agency has created the C.B.D. Neighborhood Development Project Area (the “Project Area”) and has adopted a Plan for the Project Area (the “Plan”), which has been amended several times.
3. When the Project Area was created there was no provision in Utah law requiring or authorizing the creation of a Project Area Budget and thus there is no Project Area Budget to amend.
4. The Agency is scheduled to cease receiving Tax Increment after the 2015 tax year (distributed in 2016).
5. The TEC has approved the amendment to the Plan as provided for in this Ordinance.
6. The Agency held a public hearing on this amendment on January 12, 2016.
7. The Agency has approved this amendment to the Plan by resolution adopted on this same date.

#### Be it ordained by the City Council of Bountiful, Utah:

**SECTION 1.** The Plan, as amended as shown on **EXHIBIT A** attached hereto, is hereby designated the Official Plan for the C.B.D. Neighborhood Development Project Area.

**SECTION 2.** The Official Plan, as amended by this Ordinance, shall take effect upon first publication as required by Utah Code § 17C-2-108.

**SECTION 3.** City and Agency staff are hereby directed to publish notice of this Ordinance as required by Utah Code § 17C-2-108 and take all other actions necessary to carry out this Ordinance.

**SECTION 4.** The Agency may proceed to carry out the Official Plan, as amended, as soon as it is effective.

**SECTION 5.** If any portion of this Ordinance is declared illegal or unconstitutional, the remainder shall remain in full force and effect.

**Adopted by the City Council of Bountiful, Utah, this 12<sup>th</sup> day of January, 2016.**

---

**Randy C. Lewis, Mayor**

---

**Shawna Andrus, City Recorder**

## EXHIBIT A

### AMENDMENT TO THE BOUNTIFUL C.B.D. NEIGHBORHOOD PROJECT AREA PLAN

**Approved by the Taxing Entity Committee on November 18, 2015**  
**Approved by the Bountiful City Redevelopment Agency on January 12, 2016**  
**Approved by the Bountiful City Council on January 12, 2016**

The Project Area Plan (the “**Plan**”) for the Bountiful C.B.D. Neighborhood Development Project Area (the “**Project Area**”) is hereby amended as follows:

1. The Bountiful City Redevelopment Agency (the “**Agency**”) is hereby entitled to collect Tax Increment (as defined in UCA § 17C-1-102(47)) (“**Tax Increment**”) from the Project Area for an additional 20 years, for tax years 2016 through 2035, inclusive, according to the following terms and conditions:

- a. The Agency is entitled to collect 65 percent of the Tax Increment generated within the Project Area according to 2015 assessed value of property within the Project Area.
- b. The Agency is entitled to collect 15 percent of Tax Increment generated by increases in value of the property within the Project Area beyond the 2015 value.
- c. The total Tax Increment collected by the Agency during tax years 2016 through 2035, inclusive, shall not exceed \$23,000,000.
- d. All tax revenue not distributed to the Agency as described above shall be distributed by Davis County directly to the various Taxing Entities.
- e. Each year, the Agency shall prepare a report on the Project Area for the Taxing Entity Committee that, at a minimum, meets the requirements set forth in UCA § 17C-1-603 and § 17C-1-401(9)(b), as applicable, as additionally includes the following information:
  - i. Report on Tax Increment actually collected by the Agency beginning with tax year 2016, including details of Tax Increment contributed by each Taxing Entity.
  - ii. Projections of the Tax Increment expected to be collected by the Agency through tax year 2035, including details of Tax Increment expected to be contributed by each Taxing Entity.
  - iii. Actual expenditures of Tax Increment and other funds within the Project Area for the preceding year.

- iv. Details of notable developments within the Project Area and expected future development.
- v. Detailed updates on the status, progress, and outlook for the “Downtown,” “City Center,” and “Renaissance Center” areas within the Project Area.
- f. The Agency shall hold a Taxing Entity Committee meeting at every 5 years and at each 5-year meeting make a report to the Taxing Entity Committee including the following information:
  - i. Status of all development or projects within the Project Area, including changes to anticipated projects.
  - ii. Comparisons of actual and projected revenues from projects.
  - iii. Accounting of actual development within the Project Area, including information such as actual housing units constructed and actual square footage of commercial development.
  - iv. Information on changes to current or anticipated projects within the Project Area.

2. Any provision of the Project Area Plan not amended by this Amendment shall remain in full force and effect.