

BOUNTIFUL CITY COUNCIL MEETING
TUESDAY, May 24, 2016
7:00 p.m.

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

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

AGENDA

NO WORK SESSION

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meeting – May 10, 2016 p. 3
3. Council Reports
4. Consider approval of weekly expenditures > \$1,000 paid May 2 & 9, 2016 p. 7
5. Consider approval of the purchase of a Volvo compaction roller from Arnold Machinery in the amount of \$108,325 – Mr. Gary Blovors p. 11
6. Consider approval of the purchase of a Landoll trailer from Semi Service Inc. in the amount of \$69,993.25 – Mr. Gary Blovors p. 13
7. Consider approval of the purchase of a Trailmax trailer from Semi Service Inc. in the amount of \$30,925 – Mr. Gary Blovors p. 15
8. Consider approval of the Interlocal agreement for Animal Services with Davis County – Chief Tom Ross p. 17
9. PUBLIC HEARING – Consider approval of Ordinance 2016-05 amending the Zone Map from General Commercial (C-G/PUD) to Mixed Use (MXD-PO) for properties addressed 1512, 1560 and 1580 South Renaissance Towne Center and 1520 South Main, Bruce Broadhead, applicant – Mr. Chad Wilkinson p. 33
10. Consider granting Tour of Utah a Single Event Alcohol Permit –Mr. Chad Wilkinson p. 47
11. Consider approval of a janitorial contract for the Public Safety Building with Wingfoot Services – Chief Tom Ross p. 51
12. Consider approval of Ordinance 2016-06 prohibiting discharging fireworks east of Davis Boulevard – Mr. Clint Drake p. 53
13. Adjourn


City Recorder

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**Minutes of the
BOUNTIFUL CITY COUNCIL**

May 10, 2016 – 6:30 p.m.

Present:	Mayor	Randy Lewis
	Councilmembers	Kendalyn Harris, Richard Higginson, Beth Holbrook, John Marc Knight, John Pitt
	City Manager:	Gary Hill
	Asst. City Manager:	Galen Rasmussen
	City Engineer:	Paul Rowland
	City Attorney:	Russell Mahan
	City Planner:	Chad Wilkinson
Department Directors/Staff:		
	Police Chief	Tom Ross
	Assistant Police Chief	Ed Biehler
	Parks Director	Brock Hill
	Cemetery Superintendent	Paul (Geno) Flanery
	City Treasurer	Ted Elder
	City Recorder	Shawna Andrus
	Recording Secretary	Nikki Dandurand

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 – 6:35 p.m.
Planning Commission Room

CEMETERY FEE DISCUSSION – MR. BROCK HILL

Mr. Brock Hill reviewed the cemetery’s current rate schedule and the proposed rate increase. Mr. Hill explained that other cities have higher internment fees, perpetual care fees and resident vs. non-resident fees. The concern is that non-residents are having residents of Bountiful purchase plots and using that advantage of lower fees. The Council, Mayor and staff discussed various options within the Resolution, the effective date and if more research is required to properly handle this issue, including a possible re-visit to amend the resolution if passed. The Council, Mayor and staff agreed to adopt the resolution tonight and revisit in one year. Councilwoman Harris also mentioned that an announcement will be made on Memorial Day to begin fundraising for the infant cemetery improvements.

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

Mayor Lewis called the meeting to order at 7:05 p.m. and welcomed those in attendance,

1 Zack Twitchell, local Boy Scout, led the Pledge of Allegiance; Russell Mahan, City Attorney, gave a
2 thought.

3
4 **APPROVAL OF MINUTES**

5 Mayor Lewis presented the minutes of the regular City Council meeting on April 26, 2016.
6 Councilman Higginson made a motion to approve the presented minutes and Councilwoman
7 Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
8 Holbrook, Knight and Pitt voting “aye”.

9
10 **YOUTH COUNCIL REPORT**

11 Councilwoman Harris stated that the new Youth Council will be sworn in on May 25, 2016.
12

13 **COUNCIL REPORTS**

14 Councilwoman Harris mentioned the upcoming Business Symposium, tomorrow May 11,
15 2016. Councilmen Higginson and Pitt both expressed their appreciation and thanks for the Citizens’
16 Academy that the Bountiful Police Department conducted recently.
17

18 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID APRIL 18 & 25,**
19 **2016 AND THE EXPENSE REPORT FOR MARCH 2016**

20 Mayor Lewis presented the weekly expenditure summary paid on April 18, 2016, for
21 \$564,450.74 and April 25, 2016, for \$1,692,849.91 and the March 2016 Expense Report.
22 Councilman Pitt moved to approve the expenditures and report as presented, and Councilman
23 Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
24 Holbrook, Knight and Pitt voting “aye”.

25
26 **GARY HAWS RETIREMENT – CHIEF TOM ROSS**

27 Chief Ross expressed his gratitude and appreciation for the 27 years Mr. Haws served on the
28 Bountiful Police Department. Mr. and Mrs. Haws also made a few comments to the Council and
29 Mayor and those in attendance.
30

31 **FY 2016-2017 TENTATIVE BUDGET – MR. GALEN RASMUSSEN**

32 Mr. Galen Rasmussen presented the tentative budget and reviewed the department’s
33 upcoming expenses and budgeted items. Per Utah State law, the tentative budget is presented tonight
34 (the first regular meeting in May), with a scheduled public hearing and adoption in final form on June
35 14, 2016. Mr. Rasmussen stated that the City budget is balanced with no additional property tax
36 increases and the City is free of general obligation debt. Councilman Higginson moved to approve
37 the tentative budget as presented with a public hearing scheduled on June 14, 2016, and Councilman
38 Knight seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
39 Holbrook, Knight and Pitt voting “aye”.

40
41 **CONSIDER APPROVAL OF A BEER LICENSE FOR APPLE CORNER 22, INC., 2065 S**
42 **ORCHARD DR, PUSHPINDER SINGH WALIA AND IYOTA CHAUHAN, APPLICANTS –**
43 **MR. CHAD WILKINSON**

44 Mr. Wilkinson stated that the business is under new ownership and the license will be valid
45 for the new owners as an off-premise alcohol permit. The Police Department and City Attorney have
46 reviewed the application and staff recommends approval. Councilman Higginson moved to approve

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

3
4 **PUBLIC HEARING - RECEIVE PUBLIC INPUT RELATING TO THE TRANSFER OF**
5 **THE FIRE STATIONS TO THE FIRE SERVICE AREA AND CONTINUING THE**
6 **HEARING UNTIL THE CITY COUNCIL MEETING ON JULY 12, 2016 – MR. RUSSELL**
7 **MAHAN**

8 Mr. Russell Mahan stated there have been many steps in the past two years to establish an
9 independent service district known as the South Davis Metro Fire Service Area. State law and the
10 City Code require that whenever the City disposes of a “significant parcel” of real property that a
11 public hearing be held. This transfer is expected to be done on July 1, 2016. The use of the property
12 will remain the same; just the name transfer will be affected. The public hearing will open tonight
13 and remain open until it closes on July 12, 2016.

14
15 *PUBLIC HEARING: OPEN – 8:01 p.m.*

16 *Gary Davis – 2814 S. 500 W. – commented on the use of the land*

17
18 Mr. Mahan stated the only reason it will remain open this long is because the transfer will
19 occur on June 30, 2016, and the following City Council meeting is on July 12, 2016. Councilman
20 Knight moved to keep the public hearing open until July 12, 2016, and Councilman Higginson
21 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
22 Knight and Pitt voting “aye”.

23
24 **CONSIDER APPROVAL OF ZIONS CAPITAL ADVISORS FOR CERTIFIED**
25 **INVESTMENT ADVISORY SERVICES AND FOR STAFF TO NEGOTIATE A CONTRACT**
26 **FOR UP TO FIVE YEAR SERVICE PERIOD – MR. GALEN RASMUSSEN**

27 Mr. Rasmussen stated that on June 28, 2011, the Mayor and City Council approved services
28 with Contango Capital Advisors (D.B.A. Zions Capital Advisors). On January 26, 2016 staff sent out
29 Request for Proposals (RFPs) to resubmit for bids. Three bids were received, with the lowest
30 projected fee over a five year period included. Mr. Rasmussen said that all firms represented were
31 impressive, but after a review staff recommends the acceptance and continuance with Zions Capital
32 Advisors. Councilman Pitt made a motion to approve the contract and Councilman Higginson
33 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
34 Knight and Pitt voting “aye”.

35
36 **CONSIDER APPROVAL OF RESOLUTION 2016-03 SETTING CEMETERY FEES – MR.**
37 **BROCK HILL**

38 Mr. Brock Hill stated that in the earlier work session tonight, the Council and staff discussed
39 the new cemetery fees, with council approving the rate increase in the proposed resolution.
40 Councilman Higginson made a motion to approve Resolution 2016-03 with the noted changes in
41 prices and Councilwoman Holbrook seconded the motion. Councilpersons Harris, Higginson,
42 Holbrook, Knight voted “aye”, Councilman Pitt voted “nay”, with the Resolution passing on a four to
43 one vote.

44
45 Councilman Higginson made a motion to adjourn the regular City Council meeting and move
46 to an RDA meeting. Councilwoman Holbrook seconded the motion. Voting was unanimous with

1 Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”. The regular City Council
2 session was adjourned at 8:16 p.m.
3

Mayor

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000.00 paid
May 2 & 9, 2016

Author: Tyson Beck, Finance Director

Department: Finance

Date: May 16, 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 May 2 & 9, 2016.

**Expenditure Report for Invoices >\$1,000.00
Paid May 2, 2016**

<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>
2483	HIGHLAND GOLF	Golf Course	55.5500.425100.	Special Equip Maintenance	1,040.51	189409	28605	PARTS/REPAIR
1510	BUSHNELL OUTDOOR PRODUCTS	Golf Course	55.5500.448240.	Items Purchased - Resale	1,310.96	189387	228871	ACCESSORIES
3192	MOUNTAIN STATES FENCE	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	1,570.00	189430	59809	FENCING
2510	HOLLAND EQUIPMENT CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,647.12	189410	49582	PUMP,FLEX HOSE,GASKET
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	1,668.00	189403	10755	HEADWAY LIQUID
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	189418	SLC05160180	MAY 2016 JANITORIAL SERVICES
4273	TURF EQUIPMENT CO	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	2,019.60	189458	397100-00	FLANGE,PARTS
3112	MIDWEST COMMERCIAL	Light & Power	53.5300.472100.	Buildings	2,853.65	189428	131465	OFFICE FURNITURE
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,556.32	189389	04222016	ACCT #801-58-0401 452B
1821	CRSA, INC.	Redevelopment Agency	73.7300.426100.	Special Projects	3,750.00	189393	16-006-4	APRIL 2016 PROFESSIONAL SERVICES
3192	MOUNTAIN STATES FENCE	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	4,250.00	189430	59810	FENCING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,674.80	189382	61R62916	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,879.10	189382	61R62816	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,904.62	189382	62L70016	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,993.71	189382	60N82616	TREE TRIMMING
1102	ALPHA POWER SYSTEMS	Light & Power	53.5300.474780.	CIP 08 Dist Sub SW Sub	5,139.06	189380	112210-00IN	RAPTOR PROTECTION
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	189382	60N82716	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	189382	62L69916	TREE TRIMMING
3690	REMOTE CONTROL SYSTEMS	Water	51.5100.472130.	Wells	6,900.00	189444	16052	RTU FOR ZEIGLER WELL
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	15,756.74	189455	242486	FUEL
2896	LARRY H. MILLER	Water	51.5100.474500.	Machinery & Equipment	31,475.00	189422	04282016	2016 RAM-1C6RR7ST0G326089
2787	KAY RILEY & SONS, INC	Police	45.4210.472100.	Buildings	38,473.31	189420	28044	CARPETING COURTS & BASEMENT
<u>TOTAL:</u>					<u>152,918.30</u>			

**Expenditure Report for Invoices >\$1,000.00
Paid May 9, 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	\$	4,983.62	189534	62Y92516	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution		5,140.40	189534	63B60116	TREE TRIMMING
1378	BLAISDELL & CHURCH	Liability Insurance	63.6300.431000. Profess & Tech Services		2,695.00	189537	12909	PROFESSIONAL LEGAL SERVICES
1720	CODALE ELECTRIC SUPPLY	Light & Power	53.5300.474780. CIP 08 Dist Sub SW Sub		2,934.00	189544	S5663276.001	1100 MCM SPLICE KITS
7574	CORRIO CONSTRUCTION	Water	51.5100.472130. Wells		45,253.00	189548	04302016	APRIL 2016 ZESIGER WELL HOUSE REPLACEMENT PROJECT
2059	ELECTRO POWER UTAH	Water	51.5100.474500. Machinery & Equipment		19,014.00	189552	4847	CONTROL PANELS-LOWER WILLIAMS
2350	GREEN SOURCE, LLC	Parks	10.4510.426000. Bldg & Grnd Suppl & Maint		3,537.00	189556	11725	FERTILIZER
6485	H2O ENVIRONMENTAL INC	Light & Power	53.5300.448638. PCB Disposal		2,150.00	189557	8401680	PCB OIL DISPOSAL
2462	HENRIKSEN/BUTLER	Legislative	10.4110.461000. Miscellaneous Expense		1,996.37	189559	46347	FRONT OFFICE DOOR/INSTALLATION
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400. Concrete Repairs		6,010.80	189567	04302016	APRIL 2016 CONCRETE REPAIRS
2719	JMR CONSTRUCTION INC	Water	51.5100.461300. Street Opening Expense		8,556.57	189567	04302016	APRIL 2016 CONCRETE REPAIRS
2719	JMR CONSTRUCTION INC	Storm Water	49.4900.441260. Wtrway Replcment-Concrete Rpr		48,848.12	189567	04302016	APRIL 2016 CONCRETE REPAIRS
2719	JMR CONSTRUCTION INC	Cemetery	59.5900.473100. Improv Other Than Bldgs		50,421.00	189567	04302016	APRIL 2016 CONCRETE REPAIRS
2987	M.C. GREEN & SONS INC	Water	51.5100.473110. Water Mains		77,137.25	189571	3249	APRIL 2016 WATER LINE PROJECT
3103	METRO GRAPHICS, LLC	Legislative	10.4110.422000. Public Notices		1,800.00	189573	3436	MAY 2016 QUARTERLY NEWSLETTER
6330	MGB+A INC	Parks	45.4510.473100. Improv Other Than Bldgs		35,560.67	189574	2016-083	APRIL 2016 MILLCREEK PARK PROJECT
3195	MOUNTAINLAND SUPPLY	Water	51.5100.473110. Water Mains		6,627.82	189577	S101785408.001	PARTS-400 N PROJECT
5366	MUNDEN, TONYA	Engineering	10.4450.423000. Travel & Training		2,018.08	189578	05052016	TRAVEL REIMBURSE-TYLER CONNECT PHOENIX
5281	QUESTAR GAS COMPANY	Police	10.4210.427000. Utilities		2,859.68	189585	05032016	ACCT #3401140000
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448611. Natural Gas		9,947.92	189585	05042016B	ACCT #6056810000
3812	SAFETY SUPPLY & SIGN	Streets	10.4410.441300. Street Signs		4,480.67	189587	153572	STREET SIGNS
4026	STAKER & PARSONS	Streets	10.4410.441200. Road Matl Patch/ Class C		1,226.28	189590	4025195	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200. Road Matl Patch/ Class C		1,237.28	189590	4026242	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200. Road Matl Patch/ Class C		1,908.72	189590	4024767	PATCHING
4171	THATCHER COMPANY	Water	51.5100.448000. Operating Supplies		2,885.00	189595	1386552	CHLORINE/T-FLOC
4217	TITLEIST	Golf Course	55.5500.448240. Items Purchased - Resale		5,830.98	189596	902423706	GOLF BALLS
4413	UTAH STATE TAX COMMISSION	Workers' Comp Insurance	64.6400.461200. State Tax On Premium		4,000.00	189603	5834227844	1st QTR 2016 SELF INS-ACCT #11590939-005-ISE
TOTAL:					<u>\$ 359,060.23</u>			

City Council Staff Report



Subject: Purchase of a Paving Compaction Roller
Author: Gary Blowers
Department: Street Department
Date: May 24, 2016

Background

The Street Department would like to replace a 16 year old Compaction Roller. This Roller is used for compacting asphalt for our road maintenance projects.

Analysis

Staff received three bids for the roller

Arnold Machinery Company Volvo Model DD110B \$108,325

Cate Equipment Company Dynapac Model CC3200 \$105,750

Wheeler Machinery Co. CAT Model CB54B-MN \$121,750

We recommend Arnold Machinery Company for the purchase of the Volvo Roller. This roller has a higher rating of horsepower than the other two rollers, dual water system with larger water storage tanks, and a smaller turning radius.

Department Review

This report was reviewed by the Street Department and the City Manager.

Recommendation

Staff recommends the Council approve the purchase of the Volvo Compaction Roller from Arnold Machinery for \$108,325

Significant Impacts

The Street Department FY 2016 budget for the roller is \$130,000

Attachments

None (contract is available for review if desired)

City Council Staff Report



Subject: Purchase of an Asphalt Paver Trailer

Author: Gary Blowers

Department: Street Department

Date: May 24, 2016

Background

The Street Department would like to replace a 20 year old trailer. This trailer is used for transporting the paver and skid steer loader for street paving.

Analysis

Staff received two bids for the trailer.

Semi-Service Inc. 2016 Landoll Model 440A-48 \$69,993.25

Western Truck and Trailer Sales 2016 Talbert Model 3548TA \$70,431

We recommend Semi-Service for the purchase of the Landoll trailer. This trailer is well built and can handle the weight of the paver and skid steer to transport them to and from the job site.

Department Review

This report was reviewed by the Street Department and the City Manager.

Recommendation

Staff recommends the Council approve the purchase of the Landoll trailer from Semi - Service Inc. for \$69,993.25

Significant Impacts

The Street Department FY 2016 budget for the roller is \$70,000

Attachments

None (contract is available for review if desired)

City Council Staff Report



Subject: Purchase of a Roller Trailer
Author: Gary Blowers
Department: Street Department
Date: May 24, 2016

Background

The Street Department would like to replace a 30 year old trailer. This trailer is used for transporting the compaction roller for street paving and reconstruction.

Analysis

Staff received two bids for the trailer.

Semi-Service Inc. 2016 Trailmax Model TRD-54-T \$30,925
Western Truck and Trailer Sales 2016 Talbert Model T3T-25 \$33,807

We recommend Semi-Service for the purchase of the Trailmax trailer. This trailer has the capacity to transport the roller to and from the job site.

Department Review

This report was reviewed by the Street Department and the City Manager.

Recommendation

Staff recommends the Council approve the purchase of the Trailmax trailer from Semi-Service Inc. for \$30,925

Significant Impacts

The Street Department FY 2016 budget for the roller is \$35,000

Attachments

None (contract is available for review if desired)

City Council Staff Report

Subject: Davis County Animal Control Contract
Author: Tom Ross, Police Chief
Galen Rasmussen, Assistant City Manager
Department: Police & Executive
Date: May 24, 2016



Background

In May and June 2015 Davis County sponsored two meetings with cities for the purpose of communicating their plans (at that time) to revise existing city contracts and cost sharing arrangements for Animal Control services provided by the County. During those meetings, plans were outlined to change the cost sharing percentage from 37% City/63% County to a 90% City/10% County cost sharing model to be implemented over a six to seven year period. In the case of Bountiful, this County proposal would have driven Animal Control costs from the current level of \$61,773 annually to \$199,054 annually by the year 2021. City managers openly expressed dissatisfaction with the proposals in those meetings.

The basis for the county's proposed revisions to contracts and cost sharing arrangements was rooted in a need for the County to address unmet Animal Control operating and capital costs as a part of an overall plan to stabilize countywide finances. Following the meetings in May and June 2015 a letter dated June 22, 2015 was sent from Commissioner John Petroff, Jr. to cities which stated, in essence, that the County desired a 50/50 cost sharing plan for the 2016 calendar year along with further dialogue to renegotiate a contract in 2017 to the mutual agreement of the cities and the county.

In July and August 2015 several managers and other key staff from cities in Davis County (including Bountiful) met as a group to review options for negotiating more equitable contract and cost sharing arrangements with the county. These two group meetings led to several smaller subgroup meetings of one or two city representatives with representatives of the county. These smaller subgroup meetings were designed to communicate and work through identified fiscal and management concerns that cities had related to existing Animal Control operations with a goal of arriving at more equitable cost sharing and contractual arrangements for both cities and the county.

Analysis

After several months of meetings between city and county representatives, on May 3rd the Davis County Animal Control Director emailed a letter and a revised interlocal agreement to each city for review and approval. That letter and agreement are attached to this staff report for reference. The letter outlines critical capital needs identified from a recently completed study sponsored by the county with assistance from professional consultants. The revised interlocal agreement outlines a plan to address ongoing operating and capital costs of Animal

Control through a 50% City/50% County cost sharing plan after applying Animal Control revenues. Each city's cost share is based on an average of two years of animal control call volume in each city. The agreement also identifies plans for accumulating an Animal Control capital fund of \$562,000 over a five year period. The county and each city will each fund the capital reserve in a 50/50 cost sharing plan in annual assessments of 20% of the amount needed to complete funding of the \$562,000 fund balance within the five year period.

Additionally, the agreement assigns responsibility to the county for satisfying any budget shortfalls between actual revenues and expenses of Animal Control. There is also a provision in the agreement for a budget advisory committee to provide input on budget proposals, capital and personnel requests and fees and fines. While the advisory committee has no binding authority over county decisions it is aligned in concept with the overall structure of the new agreement given there will be two county representatives and two city manager representatives on the committee. Further, to ensure that Animal Control fee and fine revenues remain a viable ongoing part of the funding formula, the agreement also calls for a biennial survey of fees and fines.

Finally, the agreement will extend from the effective date through December 31, 2020 to provide budget and service predictability. The 2016 calendar year obligation to Bountiful City will be \$68,572.64 for regular animal control services plus \$5,896.75 for wild nuisance animal services and \$5,591.90 for capital contributions. The combined total cost share due from Bountiful City in calendar year 2016 will be \$80,062.

Department Review

This report, along with the attached letter and interlocal agreement, has been reviewed and comes with the concurrence of the City Manager and City Attorney.

Significant Impacts

The revised interlocal agreement provides notable increased oversight for services received, a better cost sharing arrangement, and a more predictable plan for services into the future. The fiscal impact of this agreement would deliver a \$15,331 reduction in expenditures from the tentative budget amount allocated in Fiscal Year 2016-2017.

Recommendation

Staff recommends City Council approval of the attached interlocal agreement for Animal Control Services from Davis County with grant of authority for the Mayor, City Recorder and City Attorney to sign on behalf of the City. Davis County has requested that the City sign and return the interlocal agreement to the Animal Control Director by May 31, 2016.

Attachments

Letter and revised County Animal Control Interlocal Agreement

Dear City Manager,

Early in 2016 the County was approached by City managers to fund a reserve account that could be utilized to address the capital needs of the Animal Shelter. It was expected that this account would accumulate a balance through the years until enough monies are available to complete a project. There was additional discussion on how to determine the long-term needs of the shelter as well as funding requirements. It was agreed that these capital expenses would be equally shared 50/50 by the County and the Cities.

The County has since completed a study of the Davis County Animal Shelter. The purpose of this study was to determine what needed to be done to address outstanding capital issues within the building. The County Facilities Director had multiple vendors under state contract examine the animal shelter, indicating which areas were in most immediate need of attention. The following is what they found and their suggested fixes:

For several years the shelter's sewer drains in the dog kennel area have been backing up, creating a severe biohazard for employees and the animals. To find the issue, a camera was placed in the main drainage pipe and a majority of the sewer pipes were investigated. The camera showed a visible break in the main drainage pipe caused by erosion. This break is allowing waste to drain into gravel also causing waste to collect in these areas instead of flowing out. There were also severe "bellies" in the pipe where the pipe bottom had eroded away causing low spots where waste also collects.

The contractor's recommendation was to replace the main drainage pipe with a single open trough that runs the length of all the kennels, one that can be assessable if needed, yet flushed. The kennels in the middle row, which were constructed using a cinderblock wall system, will have to be removed and new kennels constructed. The cement floor will then need to be repaired throughout the main kennel area from all of the floor cuts and the removal of the cinderblock wall systems. The total estimated cost of this project is: \$265,000.00

In 2015 the County identified the animal shelter's HVAC system as inefficient and in need of replacement. This was confirmed in April 2016 when a HVAC unit almost caught on fire due to a failure on an over limit switch, causing smoke to be blown throughout the shelter. Evacuations were made and the fire department was dispatched.

The contractor recommended a replacement and new engineering for proper airflow for an animal shelter. Total estimated cost of this project is: \$150,000.00.

Other less essential items found were: Wall patching and painting, Key card system, door repairs and soffit and gutter repairs. Total estimated cost for these projects totaled: \$47,000.00.

A reserve for emergency capital expenses was requested by the County in the amount of \$100,000.

The payment amounts were created using the usage percentage calculated as follows:

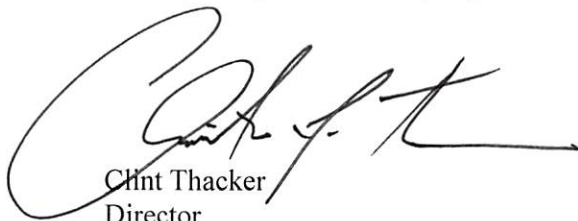
<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	(Example) 27.14%
The City's 2016 Calendar Year Obligation to the County:	(Example)\$15,252.68

The 2016 inter-local agreement was included with this letter. Please have the agreement reviewed and signed by your attorney, Mayor and City recorder.

Once signed, return the agreement to me and I will submit the agreement to the County Commissioners for final approval.

A copy of the fully executed agreement will be sent to you via email. If you need a signed original, please send me two signed copies of the agreement and one will be mailed back to you.

Thank you again for this equal partnership. If you have questions or concerns please let me know.



Clint Thacker
Director
Davis County Animal Care & Control

INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Interlocal Cooperation Agreement for Animal Services (this “Agreement”) is made and entered into by and between Davis County, a political subdivision of the state of Utah (the “County”), and Bountiful City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

Recitals

A. WHEREAS, the Parties, pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”), are authorized to enter into in this Agreement;

B. WHEREAS, the County, through its Animal Care and Control Department (the “Department”), provides animal care and control services within the limits of Davis County;

C. WHEREAS, the County owns, operates, and maintains the Davis County Animal Shelter located at 1422 East 600 North, Fruit Heights, Utah (the “Shelter”);

D. WHEREAS, the City desires to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement; and

E. WHEREAS, the County desires to permit the City to benefit from the Shelter and the County’s animal care and control services as specified in this Agreement.

NOW, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services.

a. *General Services.* The County shall, and the City authorizes the County to, provide the following general services on behalf of the City and within the City’s limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise:

- 1) Enforce the City’s animal control ordinance;
- 2) Issue notices of violation of the City’s animal control ordinance;
- 3) Issue citations for violations of the City’s animal control ordinance;
- 4) Collect fees and costs pursuant to the City’s animal control ordinance;
- 5) Issue and/or sell dog licenses;
- 6) Manage a dog license program;
- 7) Provide regular animal control patrol coverage between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 8) Respond to non-emergency calls, requests, and/or complaints between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays;
- 9) Respond, generally within thirty minutes (subject to availability and location of personnel), to emergency calls, requests, and/or complaints involving animals twenty-four hours a day, seven days a week, three hundred sixty-five days a year, subject to the Department’s emergency call-out criteria and protocol;
- 10) Enforce all applicable laws, ordinances, rules, regulations, or otherwise relating to animal care and control services;
- 11) Impound animals when necessary and/or advisable, including, but not limited to, in accordance with the provisions of Title 6, Chapter 6.20, *Davis County Code* (as amended);

12) Pick up and dispose of dead domestic animals, excluding livestock and large wildlife;

13) Investigate all incidents involving actual or purported animal bites or rabies; and

14) Seek and, subject to approval by the City, receive the assistance and cooperation of the City's law enforcement officers while providing or performing the services described herein.

b. *Wildlife Services.* The County shall, and the City authorizes the County to, pick up and euthanize wild nuisance animals, such as raccoons and skunks, trapped within the City's limits in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

c. *Shelter Services.* The County shall, and the City authorizes the County to, operate and maintain the Shelter and provide temporary shelter and board for and hold and dispose of all stray or unwanted animals impounded within the City's limits and in accordance with all applicable laws, ordinances, rules, regulations, or otherwise.

2. Procedures and Prosecution. The County shall implement the following procedures in the administration and enforcement of the City's comprehensive animal control ordinance:

a. The County shall furnish all necessary receipt books and dog/cat tags for the City;

b. Receipts for dog licenses sold by County employees shall be issued by those County employees;

c. All fees and funds collected by County employees shall be immediately provided to the Department pursuant to Department policy, and the Department shall forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy; and

d. Notices, citations or complaints for the violation of the City's comprehensive animal control ordinance shall be issued so that the person charged shall be required to appear before the appropriate court.

The prosecution of any citations or charges for the violation of the City's comprehensive animal control ordinance shall be the City's responsibility; not the County's responsibility. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

3. Funding for the Department and the Shelter. The Department and the Shelter shall be funded by:

a. The County from its general fund;

b. The compensation and cost reimbursements by the City, and all other participating Davis County cities or other entities, to the County;

c. The capital projects fund regarding the Shelter;

d. The fines, fees, costs, or otherwise collected under this Agreement; and

e. Donations made specifically for the benefit of the Department or the Shelter.

4. Compensation and Costs.

a. The City's calendar year obligation to the County, excluding calls for wild nuisance animal pick up and/or euthanization and the capital projects fund regarding the Shelter, is calculated based upon the following:

1) The combined obligation of all of the cities and/or entities within Davis County that receive animal care and control services from the County, excluding Hill Air Force Base (collectively, the "Combined Cities"), shall be 50% of the projected calendar year expenditures by Davis County for the Department for the applicable calendar year less the projected calendar year revenues by Davis County for the Department arising from licenses, shelter fees, surgical fees, wildlife fees and donations; and

2) The City's specific portion of the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the 50% obligation of the Combined Cities pursuant to Subsection 4.a.1) directly above.

The City's annual calendar year obligation to the County for this subsection shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsections 4.a.1) and 4.a.2) above.

b. The County shall be obligated to satisfy the shortfall between the actual amounts expended by the Department for each calendar year and all of the actual revenues for each calendar year. For example, if the Department's budget for a particular calendar year is \$1,900,000, but the actual amounts expended by the Department for the particular calendar year are \$2,000,000, and the projected revenues for the particular calendar year, including, but not limited to, the revenues generated from the Combined Cities, were \$1,000,000, but the actual revenues for the particular calendar year were \$900,000, then the County's obligation regarding the shortfall for the particular calendar year would equal \$1,100,000 ($2,000,000 - \$900,000 = \$1,100,000$), which is an increased obligation to the County of \$200,000, without any further obligation to any of the Combined Cities.

c. The City's calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services, as more fully described in Subsection 1.b. of this Agreement, is calculated based upon the City's total number of wild nuisance animal pick up and/or euthanization calls or services for the calendar year immediately prior multiplied by \$25.75 per call.

The City's annual calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services shall be as set forth in Exhibit A, attached hereto and incorporated herein by this referenced, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 4.c. above.

5. Capital Projects Fund Regarding the Shelter.

a. The amount of the capital projects fund regarding the Shelter shall be \$562,000.00, which shall be funded 50% by the Combined Cities and 50% by the County. For each calendar year of this Agreement, the Combined Cities and the County shall each pay 20% of their total obligation so that by year five of this Agreement, the capital projects fund regarding the Shelter will be fully funded for the applicable five year period of this Agreement.

b. The City's specific portion of the Combined Cities' 50% obligation, pursuant to Subsection 5.a. directly above, shall be the average of the City's calls for animal care and control service for the two calendar years immediately prior divided by the average of all of the Combined Cities' calls for animal care and control service for the two calendar years immediately prior multiplied by the Combined Cities' 50% obligation, pursuant to Subsection 4.a. above.

The City's annual calendar year obligation to the County for this Section shall be set forth in Exhibit A, attached hereto and incorporated herein by this reference, which shall be amended by the Parties on an annual basis, but shall be consistent with Subsection 5.a. and 5.b. above.

6. Funds Received by the City. Any funds paid to, collected by, or received by the City for dog licenses, animal fines and/or fees, and/or animal care and control services, excluding any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County, together with a descriptive record of such funds, within thirty calendar days of receipt of such funds.

7. Budget Advisory Committee. Within three months of the Effective Date (defined below) of this Agreement, a budget advisory committee, consisting of two representatives designated by the County and two City Managers recommended by the City Managers from the Combined Cities, shall be established for the purpose of advising on issues and matters relevant to the Department, including, but not limited to, the Department's budget proposals, capital requests, personnel requests, fee structure, and fine structure. This budget advisory committee shall function solely in an advisory capacity and shall have no binding authority regarding the County's decisions on budget, personnel, or otherwise.

8. Biennial Fee/Fine Survey. The County, through the Department, shall perform a fee/fine survey relevant to the Department on a biennial basis.

9. Effective Date of this Agreement. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date").

10. Term of Agreement. The term of this Agreement shall begin upon the Effective Date of this Agreement and shall, subject to the termination and other provisions set forth herein, terminate on December 31, 2020 at 11:59 p.m. (the "Term"). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement.

11. Termination of Agreement. This Agreement may be terminated prior to the completion of the Term by any of the following actions:

- a. The mutual written agreement of the Parties;
- b. By either party:
 - 1) After any material breach of this Agreement; and
 - 2) Thirty calendar days after the nonbreaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
 - 3) After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;

c. By either party, with or without cause, six months after the terminating party mails a written notice to terminate this Agreement to the nonterminating party pursuant to the notice provisions of this Agreement; or

d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY’S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

12. Records. The County, through the Department, shall maintain books and records of the animal care and control services provided to the City under this Agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times. All records created, received, or held by the County, through the Department, shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, codified at Title 63G, Chapter 2, *Utah Code Annotated*.

13. Reports. The County, through the Department, shall report to the City, on a quarterly basis, the animal care and control activities and services provided and performed under this Agreement.

14. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

<p><u>To the City:</u> Bountiful City Attention: City Manager 790 S 100 E Bountiful, UT 84010</p>	<p><u>To the County:</u> Davis County Attn: Chair, Davis County Board of Commissioners P.O. Box 618 Farmington, UT 84025</p>
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15. Damages. The Parties acknowledge, understand, and agree that, during the Term of this Agreement, the Parties are fully and solely responsible for any and all actions, activities, or business sponsored or conducted by the Parties.

16. Indemnification and Hold Harmless.

a. The City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the “City Representatives”), agrees and promises to indemnify and hold harmless the County, as well as the County’s officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the “County Representatives”), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the “Claims”) that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the City may have arising from, in connection

with, or relating in any way to the acts or omissions, negligent or otherwise, of the City or the City Representatives.

b. The County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the County (collectively, the "County Representatives"), agrees and promises to indemnify and hold harmless the City, as well as the City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the County may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the County or the County Representatives.

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

18. No Separate Legal Entity. No separate legal entity is created by this Agreement.

19. Approval. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah Code Annotated*, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with Section 11-13-202.5, *Utah Code Annotated*, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Annotated*, as amended.

20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

21. Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

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

23. Binding Effect; Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

24. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

25. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

26. Choice of Law; Jurisdiction; Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.

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

28. Rights and Remedies Cumulative. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

29. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, the County is expressly authorized by the City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

30. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

31. Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

32. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

33. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

[Signature Pages Follow]

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

BOUNTIFUL CITY

Mayor

Dated: _____

ATTEST:

Bountiful City Recorder

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Bountiful City Attorney

Dated: _____

DAVIS COUNTY

Chair, Davis County Board of Commissioners
Dated: _____

ATTEST:

Davis County Clerk/Auditor
Dated: _____

APPROVED AS TO FORM AND LEGALITY:

Davis County Attorney's Office, Civil Division
Dated: _____

EXHIBIT A

The City's 2016 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2016 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,474,056
	Operating:	\$307,165
	Capital Equipment:	\$44,217
	Allocations:	+ \$69,811
	Total Expenditures:	\$1,895,237
Projected 2016 Revenues of Davis County Animal Care and Control:	Licenses	\$220,000
	Shelter Fees	\$190,000
	Surgical Fees	\$45,000
	Wildlife Fees	\$50,393
	Donations	+ \$11,500
	Total Revenues:	\$516,893
Projected 2016 Expenditures Less Projected 2016 Revenues:		\$1,895,237 - \$516,893 \$1,378,345
Combined Cities' 50% Obligation:		\$1,378,345 x 0.50 \$689,172
Average of the City's Total Billable Calls for 2014 and 2015:		1,148.50
Average of Combined Cities' Total Billable Calls for 2014 and 2015:		11,543
The City's 2015 Usage Rate:		1,148.50/ 11,543 9.95%
The City's 2016 Calendar Year Obligation to the County:		\$68,572.64

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

The City's 2016 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

<u>Title/Category</u>	<u>Frequency/Amount</u>
The City's Wildlife Calls for 2015	229
Cost to City for Each Wildlife Call in 2015	\$25.75
The City's 2016 Calendar Year Obligation to County for Wildlife Calls	\$5,896.75

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

The City's 2016 calendar year obligation to the County
for the capital projects fund regarding the Shelter:

<u>Title/Category</u>	<u>Amount</u>
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2016 Obligation of the Combined Cities:	\$56,200.00
The City's 2015 Usage Rate:	9.95%
The City's 2016 Calendar Year Obligation to the County:	\$5,591.90

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

City Council Staff Report

Subject: Public Hearing- Zone Map Amendment from C-G/PUD to MXD-PO

Property Addresses: 1520 S. Main Street and 1512, 1560, & 1580 S. Renaissance Town Drive.

Author: Chad Wilkinson, Planning Director

Department: Planning

Date: May 24, 2016



Background

The proposal is to amend the zoning designation of several properties (totaling approximately 4.8 acres) from C-G/PUD (General Commercial/ Planned Unit Development) to MXD-PO (Mixed Use-Professional Office). The properties are addressed 1520 S. Main Street and 1512, 1560, & 1580 S. Renaissance Town Drive. The subject property is currently developed with commercial buildings and uses including a convenience store and two office buildings. The large multi-story office building and adjacent parking garage are not included in the current zone change request. Other surrounding uses include a bank, large fitness center, and a recently approved medical office building to the north, vacant land to the south, a mix of commercial and residential uses to the east and residential use to the west.

Analysis

The request for mixed-use zoning is primarily to allow for residential use within the north portion of the Renaissance Town Center. The current C-G zoning does not allow for residential use and the use was not included in the original development plan for the site. The Renaissance Town Center Development was originally approved in 2000 and included a development plan that received conceptual approval from the City Council. The center was planned as a transit and pedestrian oriented development with buildings placed close to the street. As part of their approval of the conceptual plan, setbacks and building heights were waived. The new standards would replace this wholesale waiver of setbacks and heights with maximum height and minimum setback standards. These standards would still allow for development on the remainder of the site consistent with the original conceptual plan approved by the Council. While the PUD remains in effect, the new standards proposed will further regulate development on the properties within the zone boundary related to building height and setbacks.

The Code provides for several types of mixed use zones. The applicant has selected MXD-PO designation which is a classification that requires 50 to 75 percent of the floor area of the project be devoted to professional office use. The proposed standards limit the

residential portion of the mixed use development to 25 percent of the total floor area for the zone.

The MXD zoning classification states that mixed use zones should typically be a minimum of 5 acres. However, smaller projects can be considered by the Council if the project demonstrates outstanding characteristics. One of the concerns of the City Council on past mixed use projects was the pattern of developers constructing the residential portion of the project first with the commercial portion of the project being delayed. The current request for mixed use zoning is somewhat unique in that a large portion of the proposed commercial development has already been constructed. The MXD-PO designation differs from the MXD-R designation that has previously been approved in the City because the focus is on professional office and commercial use instead of residential. The proposed standards further restrict residential use by prohibiting residential use on the ground floor of buildings in the zone in order to ensure an emphasis on commercial and office use. The combination of existing commercial use and the pedestrian and transit orientation of the proposed development coupled with the property's location on existing and planned transit routes are characteristics that were found by the Planning Commission to justify a zone area of slightly less than 5 acres.

The proposed zone defaults to the standards of the MXD zone and/or to the generally applicable standards of the Land Use Ordinance, unless specifically modified by the proposed MXD-PO ordinance. Specifics such as parking dimensions and landscape and open space minimums will be as required by the applicable sections of the Land Use Ordinance.

A copy of the proposed MXD-PO standards has been attached to the report along with the conceptual development plan required by Code. The attached standards include revisions suggested by staff and the Planning Commission. The suggested revisions are, for the most part, intended to provide clarity and consistency with the existing development in the project area. The Planning Commission also included standards addressing development at the roundabout including setbacks and maximum height standards.

Standard of Review

As a matter of procedure, whenever the City Council considers a request for a rezone (zone map amendment), it shall review it in accordance with the provisions of 14-2-205 AMENDMENTS TO ORDINANCE AND MAP, which are as follows:

- B. For the purpose of establishing and maintaining sound, stable, and desirable development within the City, it is declared to be the public policy that amendments should not be made to the Bountiful City Land Use Ordinance or Zoning Map except to promote the objectives and purpose of this Title, the Bountiful City General Plan, or to correct manifest errors.

Department Review

This item has been reviewed by the City Engineer, City Planner and City Attorney.

Significant Impacts

The most significant impact resulting from the proposed change is the addition of residential use as an allowed use in the zone. The proposed structure complies with the originally anticipated development pattern for the Renaissance Town Center site. Because of this, impacts to streets and public utility infrastructure have already been anticipated.

Recommendation:

The Planning Commission reviewed the item at their May 3 and May 17, 2016 meetings. With the suggested revisions to the proposed standards, the Planning Commission recommends approval of the proposed Zone Map Amendment from C-G/PUD (General Commercial/ Planned Unit Development) to MXD-PO (Mixed Use-Professional Office). C-G/PUD (General Commercial/ Planned Unit Development) to MXD-PO (Mixed Use-Professional Office).

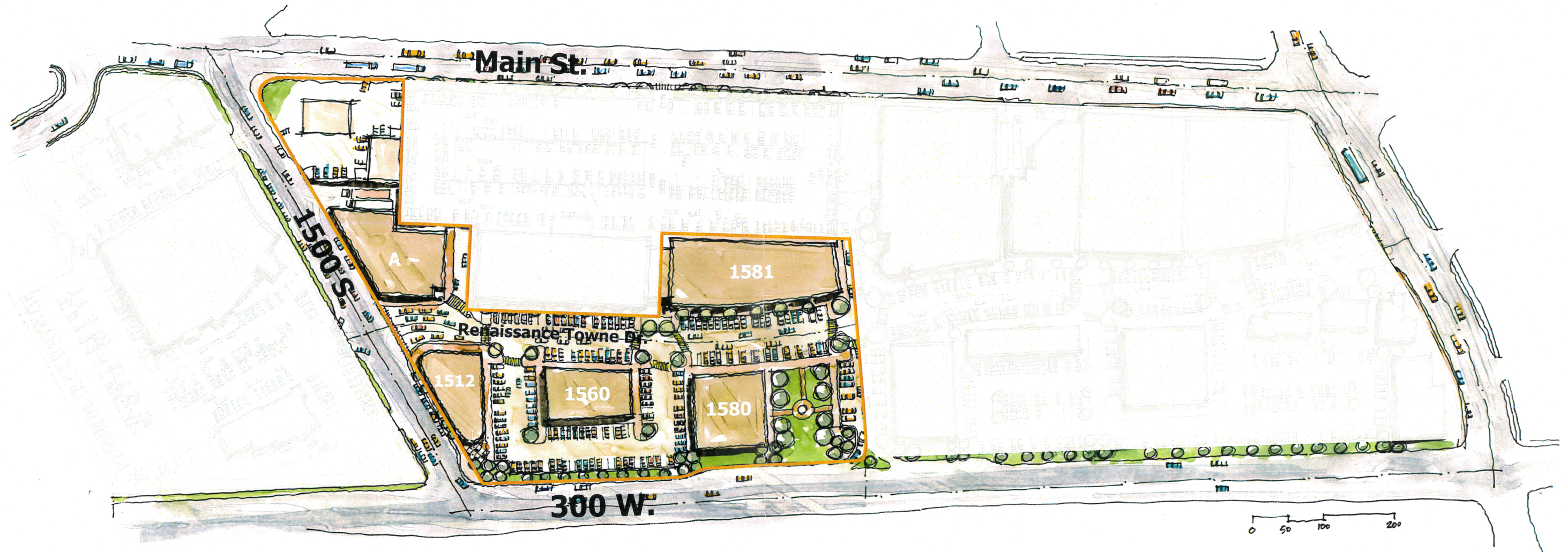
Attachments

1. Aerial photo
2. Application Materials
3. Proposed MXD-PO standards, with modifications suggested by Staff and the Planning Commission
4. Ordinance 2016-05

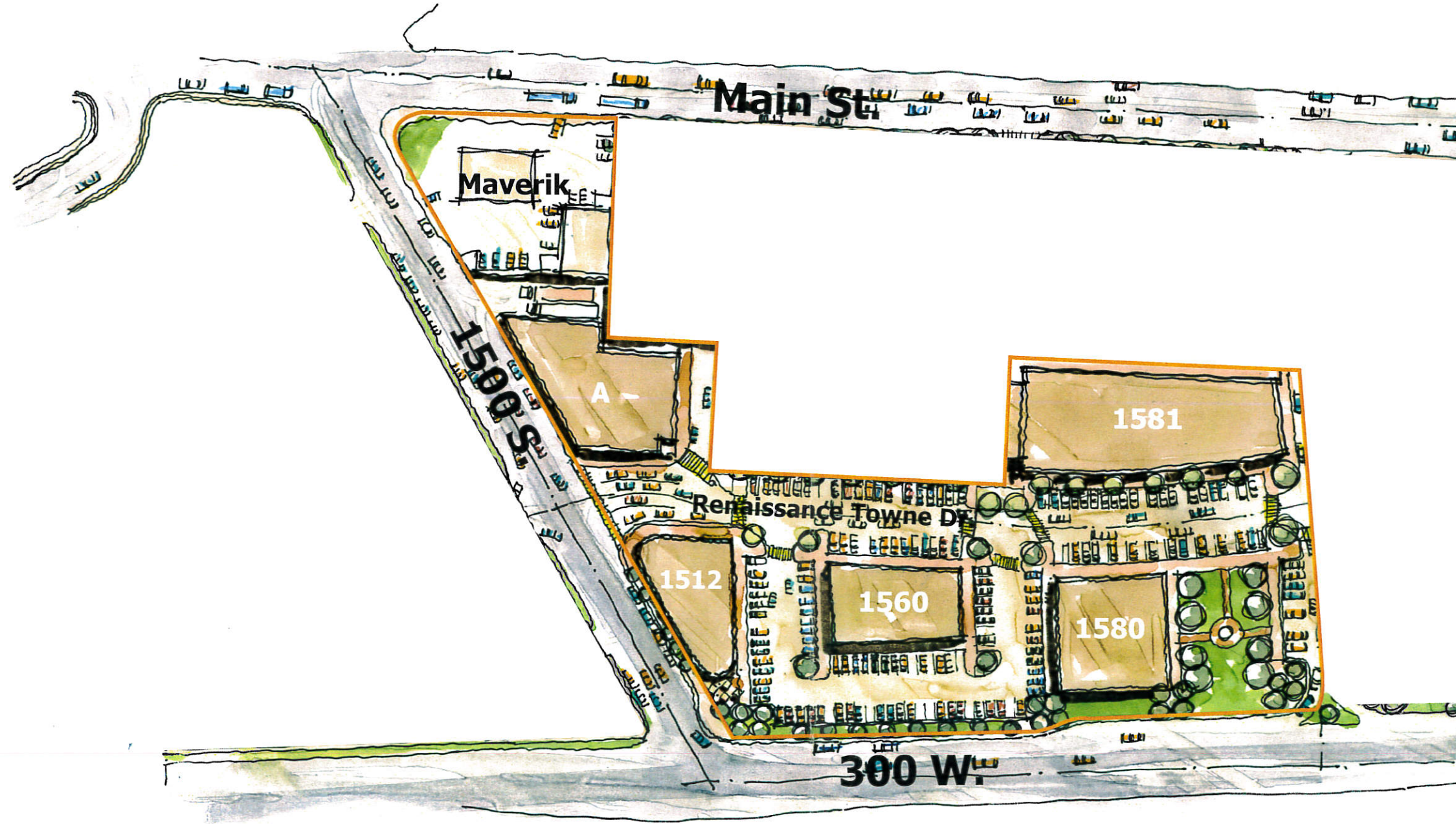
Aerial Photo



Renaissance TOWNE CENTRE
MXD – PO Development Plan
Site Plan – 4.65 Acres



Renaissance TOWNE CENTRE
MXD – PO Development Plan
Site Plan – 4.65 Acres



Suggested Modifications from City Staff and Planning Commission

Proposed Renaissance Towne Center MXD-PO Zone 05.24.2016

Development within the Renaissance Town Center MXD-PO Zone shall be in accordance with the standards contained in the Bountiful Land Use Ordinance AND THE APPROVED RENAISSANCE TOWNE CENTRE PUD PLAN except as specifically modified below:

PERMITTED USES

1. 50% to 75% of the building floor area for the entire project area shall be in Professional Office uses.
2. Not more than 25% percent of the ~~project~~ building floor area for the entire ~~area~~ project area shall be in Residential uses.
- ~~2.3. Residential use shall not be allowed on the ground floor of any building in the MXD-PO zone.~~
- ~~3.4. Any area not used as Residential or Professional Office shall be for a use set forth in the list of permitted uses allowed in the MXD Zone.~~

LOT AREA

1. Ownership of the premises may be either kept in one name with all areas being rented, or the project may be developed as a condominium or planned unit development. Residential units may be developed as either apartments or condominiums. Commercial units and professional offices within the residential may be rented or sold as condominium units in such size and configuration as is deemed appropriate. Free-standing building lots shall have a minimum of 20,000 square feet if platted as individual lots, or shall be a minimum of 4,000 square feet if platted as a pad site within a planned unit development.

LOT FRONTAGE

1. Any freestanding lot shall have a minimum frontage of ninety (90) feet on a public street.
2. A pad site within a Planned Unit Development shall not require any frontage along a public street if it is accessible through a platted common area via an approved private street or other access approved by the City Council.

BUILDING HEIGHT

1. No part of any building shall exceed ~~forty-sixty (5060)~~ feet in height unless setback ~~at least an additional~~ one (1) feet from a public right-of-way for each additional one (1) feet in height, measured ~~from average adjacent grade to at~~ the peak of a pitched roof, or at the highest point of a flat roof, or the top edge of any parapet.
- ~~1.2. For buildings adjacent to the roundabout, height shall be limited to thirty-five (35) feet unless setback an additional one (1) feet from the right of way and the required setback for buildings located adjacent to the roundabout for each additional one (1) feet in height, measured from average adjacent grade to the peak of a pitched roof, or at the highest point of a flat roof, or the top edge of any parapet.~~

MINIMUM BUILDING SETBACKS

1. Public or private right-of-way: Five (5) feet
2. Between buildings: As required by the International Building Code
- ~~2.3.~~ Buildings adjacent to the roundabout shall be setback a minimum of 35 feet from the roundabout right of way measured from the point of the building closest to the radius of the roundabout.

PARKING, LOADING AND ACCESS

1. Parking stalls may be shared ~~between among~~ all parcels throughout the development due to the mixed-use characteristic of the project, with the exception of the dedicated covered stalls associated with a residential use. The City Council may allow an overall parking reduction based on an approved parking study. Carpools are not allowed without City Council approval.
2. Setbacks: All surface parking areas shall be setback at least ~~ten five~~ (\$10) feet from a public street and/or any exterior project boundary.
3. Residential Units: One (1) dedicated, covered parking stall per unit located within the footprint of or immediately adjacent to the ~~residential mixed use~~ structure, with ~~any additional required outstanding~~ stalls allowed in the City parking structure and along Renaissance Towne Drive.
4. Non Residential Uses: The number of stalls required by the Bountiful Land Use Ordinance, as may modified by an approved parking study.

SITE PLAN APPROVAL

1. A development plan meeting the minimum criteria of the Mixed-Use Zone (MXD) shall be included as part of this ordinance.
2. Final site plan review shall be based upon the criteria in this ordinance, the MXD zone text, the approved development plan, and all other applicable aspects of the Bountiful City Code.



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. 2016-05

An ordinance amending the Bountiful City Zoning Map to change the zone designation of several properties (totaling approximately 4.8 acres) from C-G/PUD (General Commercial/ Planned Unit Development) to MXD-PO (Mixed Use-Professional Office and adopting standards).

It is the finding of the Bountiful City Council that:

1. The Bountiful City Council is empowered to adopt and amend zoning maps and ordinances pursuant to Utah State law and under corresponding sections of the Bountiful City Code.
2. The zoning change request has been made by the owners of the subject property.
3. As required by Section 14-2-205 of the Bountiful City Land Use Ordinance this zone map and ordinance amendment is found to be in harmony with the objectives and purposes of the Land Use Ordinance.
4. After a public hearing, the Bountiful City Planning Commission recommended in favor of approving this proposed zone map and ordinance amendment on May 17, 2016.
5. The Bountiful City Council held a public hearing on this proposal on May 24, 2016.

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

Section 1. The official Zoning Map of Bountiful City is hereby amended to designate the zoning for the following property as MXD-PO (Mixed Use-Professional Office):

Beginning at a point on the Boundary of Renaissance Towne Centre Phase 1 Plat 1 Amended and the centerline of Renaissance Way in Bountiful City, Davis County, Utah which point is N89°53'57"E 267.30 ft. along the Section Line and N26°51'21"E 893.56 ft., along the centerline of State Highway 68 and S63°08'39"E 46.00 ft. along said centerline of Renaissance Way from the Southwest Corner of Section 30, T.2N., R.1E., S.L.B.& M. and running thence N26°51'21"E 536.12 ft. along the Southeast Right-of-way Line of said State Highway 68; thence N89°45'21"E 623.45 ft. along the South Boundary of 1500 South Street (a 66.00 ft. wide Road); thence S31°09'28"W 211.70 ft. along the Northwest Boundary of Main Street; thence along the boundary of Lot 2 of said Renaissance Towne Center Phase 1, Plat 1 Amended in the following two courses: (i) N58°50'32"W 191.00 ft., (ii) S31°09'28"W 105.50 ft.; thence along the boundary of Lot 1 of said Renaissance Towne Center Phase 1, Plat 1 Amended in the following three courses: (i) N58°50'32"W 101.00 ft., (ii) S31°09'28"W 238.00 ft., (iii) S58°50'32"E 101.00 ft.; thence S31°09'28"W 290.25 ft.; thence along said centerline of Renaissance Way in

the following two courses: (i) N58°50'32"W 114.91 ft., (ii) N63°08'39"W 186.53 ft. to the point of beginning.

Containing 4.809 Acres.

Section 2. Development of the property described in this ordinance shall be subject to the following standards:

Development within the Renaissance Town Center MXD-PO Zone shall be in accordance with the standards contained in the Bountiful Land Use Ordinance and the approved Renaissance Towne Centre PUD plan except as specifically modified below:

PERMITTED USES

1. 50% to 75% of the building floor area for the entire project area shall be in Professional Office uses.
2. Not more than 25% percent of the building floor area for the entire project area shall be in Residential uses.
3. Residential use shall not be allowed on the ground floor of any building in the MXD-PO zone.
4. Any area not used as Residential or Professional Office shall be for a use set forth in the list of permitted uses allowed in the MXD Zone.

LOT AREA

1. Ownership of the premises may be either kept in one name with all areas being rented, or the project may be developed as a condominium or planned unit development. Residential units may be developed as either apartments or condominiums. Commercial units and professional offices within the residential may be rented or sold as condominium units in such size and configuration as is deemed appropriate. Free-standing building lots shall have a minimum of 20,000 square feet if platted as individual lots, or shall be a minimum of 4,000 square feet if platted as a pad site within a planned unit development.

LOT FRONTAGE

1. Any freestanding lot shall have a minimum frontage of ninety (90) feet on a public street.

2. A pad site within a Planned Unit Development shall not require any frontage along a public street if it is accessible through a platted common area via an approved private street or other access approved by the City Council.

BUILDING HEIGHT

1. No part of any building shall exceed sixty (60) feet in height unless setback an additional one (1) feet from a public right-of-way for each additional one (1) feet in height, measured from average adjacent grade to the peak of a pitched roof, or at the highest point of a flat roof, or the top edge of any parapet.
2. For buildings adjacent to the roundabout, height shall be limited to thirty-five (35) feet unless setback an additional one (1) feet from the right of way and the required setback for buildings located adjacent to the roundabout for each additional one (1) feet in height, measured from average adjacent grade to the peak of a pitched roof, or at the highest point of a flat roof, or the top edge of any parapet.

MINIMUM BUILDING SETBACKS

1. Public or private right-of-way: Five (5) feet
2. Between buildings: As required by the International Building Code
3. Buildings adjacent to the roundabout shall be setback a minimum of 35 feet from the roundabout right of way measured from the point of the building closest to the radius of the roundabout.

PARKING, LOADING AND ACCESS

1. Parking stalls may be shared among all parcels throughout the development due to the mixed-use characteristic of the project, with the exception of the dedicated covered stalls associated with a residential use. The City Council may allow an overall parking reduction based on an approved parking study. Carports are not allowed without City Council approval.
2. Setbacks: All surface parking areas shall be setback at least ten(10) feet from a public street and/or any exterior project boundary.
3. Residential Units: One (1) dedicated, covered parking stall per unit located within the footprint of or immediately adjacent to the mixed use structure, with additional required stalls allowed in the City parking structure and along Renaissance Towne Drive.

4. Non Residential Uses: The number of stalls required by the Bountiful Land Use Ordinance, as may modified by an approved parking study.

SITE PLAN APPROVAL

1. A development plan meeting the minimum criteria of the Mixed-Use Zone (MXD) shall be included as part of this ordinance.
2. Final site plan review shall be based upon the criteria in this ordinance, the MXD zone text, the approved development plan, and all other applicable aspects of the Bountiful City Code.

Section 3. City ordinances in conflict with these provisions are hereby repealed. However, all provisions in force immediately prior to this ordinance shall continue in force hereafter for the purpose of any pending legal action, all rights acquired, and any liabilities already incurred.

Section 4. This ordinance shall take effect immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 24th day of May 2016.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

Subject Properties — 1520 S Main and 1512, 1560, & 1580 S Renaissance Towne Center



City Council Staff Report



Subject: Single Event Alcohol Permit
Tour of Utah/Utah Cycling Partnership
Author: Chad Wilkinson
Department: Planning
Date: May 24, 2016

Background

Tour of Utah/Utah Cycling Partnership has requested a Local Consent for a Single Event Alcohol Permit for Friday, August 5, 2016. The event will run from 12:00 p.m. - 4:00 p.m. The requested license is to serve alcohol for a single event in two different locations, and is not for an ongoing right to serve liquor. The first proposed location, a hospitality tent for pass holders, will be on City property located near the intersection of Center Street and Main Street in front of the Post Office. This is the same location as last year. The second location is for a "beer garden" tent on City property located adjacent to the intersection of 100 South and Main Street (in front of Vito's). Per State law, all alcohol must be consumed on site.

Under State law, any licensing for single event alcohol permits must be approved by the State. Part of the State licensing process includes a consent form to be signed by the local jurisdiction. Bountiful Ordinance requires approval by the governing body (City Council) for all alcohol permits. The organizers have paid all applicable fees to the City and now request approval from the City.

Analysis

The applicant meets all of the legal requirements for the permit to be issued.

Department Review

This application has been reviewed by the Planning Director, the Police Chief, and the City Manager.

Significant Impacts

None.

Recommendation

It is recommended that the application be granted.

Attachments

Tour of Utah's Application for a Single Event Permit and Local Consent form.
Map of Hospitality Tent and Beer Garden Tent

\$100.00 Permit Fee

APPLICATION FOR A SINGLE EVENT BEER PERMIT

1. I (we) hereby submit this application for a Single Event Beer Permit to sell beer strictly within the terms of the Ordinances of Bountiful City and the Liquor Control Act of Utah.
2. I (we) have applied for and been granted a Single Event Permit by the State of Utah for the sale of liquor for a period not to exceed 72 hours and this Single Event Beer Permit will run concurrently with the State Permit.
3. I (we) have complied with the requirements, and possess the qualifications specified in the Ordinances of Bountiful City and the Liquor Control Act of Utah, and agree that if a permit is issued that it shall be subject to the revocation as provided by City Ordinances, and provisions of the Liquor Control Act of Utah.

Name of Business or Organization: Tour of Utah / Utah Cycling Partnerships

Address of Business or Organization: 301 W. South Temple
SLC, UT 84101

Event Dates: Friday, August 5, 2016 State permit No. _____

Names and Addresses of Officer's of the Business or Organization:

Name	Address
<u>Jenn Andrus</u>	<u>301 W. South Temple, SLC, UT 84101</u>

Respectfully submitted by:

<u>Jenn Andrus</u>	<u>Executive Director</u>	<u>[Signature]</u>	<u>4/16/16</u>
Name (printed)	Title	Signature	Date

Approved 5/18/16

[Signature]

Map of Hospitality and Beer Garden Locations



City Council Staff Report

Subject: Public Safety Building Janitorial Contract
Author: Chief Ross
Department: Police Department
Date: May 24, 2016



Background

The following is a request to approve a janitorial contract for the Public Safety Building. This funding has been approved in our FY 2017 budget.

Analysis

Our current janitorial contract has been in place since July 2010. Over the past eighteen months we have received an increasing number of complaints from court personnel and our police department employees in regards to the cleanliness of the building and other issues. Management has held meetings with the owner on several occasions and also made more detailed checklists and other process changes in hopes that the service level would improve. In December 2015, I personally met with the owner and informed him that improvements must occur immediately and be consistently demonstrated during the first three months of 2016 or we will go out to bid for a new janitorial service. Unfortunately, the performance is still subpar and we are now ready to move forward. We have received three bids to provide janitorial services for the Public Safety Building.

The following bids were received;

- | | |
|-------------------------------|---------------------|
| 1- Wingfoot Services | \$22,740 for FY2017 |
| 2- K-Royal-Vicky's Cleaning | \$28,740 for FY2017 |
| 3- Stratus Building Solutions | \$37,440 for FY2017 |

Department Review

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

Recommendation

We respectfully request your approval to award the janitorial contract to Wingfoot Services who submitted the low bid contract.

Thank you for your time and consideration in this matter.

Significant Impacts

Funding for this purchase is included in our FY2017 budget.

Attachments

N/A

City Council Staff Report



Subject: Fireworks Ordinance
Author: Clinton Drake
Dept: City Attorney
Date: 24 May 2016

Background

Utah Code Annotated 15A-5-202.5 allows municipalities to implement fireworks restrictions based on a fire code official's evaluation of the existing conditions within a city. If a fire code official determines that hazardous environmental conditions exist and recommends restrictions, a city council may enact an ordinance restricting fireworks.

Analysis

Fire Chief Jeff Bassett (Fire Code Official) has determined that conditions within areas of Bountiful City are hazardous for fires and has recommended that restrictions be adopted for those areas posing a fire risk. Chief Bassett's determination empowers the City Council to adopt fireworks restrictions by adopting a Fireworks Ordinance for 2016 which would expire on November 20, 2016.

Beginning at the North Salt Lake boundary, fireworks will be prohibited east of Davis Boulevard until 400 North. At 400 North the boundary will drop to 900 East until approximately 1400 North. At 1400 North, the boundary will drop to 650 East (please see the attached map). This is a change from last year, where the Boundary north of 400 North was 400 East.

Notice to the public of the fireworks restrictions will be strategically placed within the City.

Department Review

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

Recommendation

It is recommended that the City Council adopt Ordinance 2016-06 to prohibit discharging fireworks east of Davis Boulevard.

Significant Impacts

Imposing fireworks restrictions in the mountainous, brush-covered or forest-covered areas will minimize fire risks and increase public safety within the City.

Attachments

Ordinance 2016-06

Map of Bountiful City including fire restricted areas.



BOUNTIFUL

City of Beautiful Homes and Gardens

Bountiful City Ordinance No. 2016-06

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

An ordinance adopting restrictions of the use of fireworks within certain areas of the City of Bountiful, Utah, for the year 2016.

WHEREAS, the Utah Legislature grants authority to local governments to regulate the sale and discharge of Class “C” fireworks; and

WHEREAS, the Utah Code provides for annual scrutiny and review of fire hazards and risks by fire code officials and legislative bodies regarding fireworks and fire restrictions; and

WHEREAS, the Fire Chief of the South Davis Metro Fire Agency, who is the Bountiful Fire Code Official, has determined under the International Fire Code, Chapter 3, Section 310.8, that hazardous environmental conditions in and around Bountiful necessitate controlled use of ignition sources, including fireworks, and has recommended temporary fireworks discharge restrictions; and

WHEREAS, the City Council finds it is in the best interest of the municipality and the general health, safety and welfare of the public that this Ordinance should be passed;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOUNTIFUL CITY COUNCIL AS FOLLOWS:

Section 1. Ordinance Amendment. Section 5-10-108 of the Bountiful City Code is hereby amended as follows:

5-10-108. Fireworks Restrictions.

(1) Within the limits of the City of Bountiful east of Bountiful Boulevard, and, north of 400 North, east of 900 East:

(a) The discharge of class C common fireworks is prohibited at all times; and

(b) Campfires and other fires are allowed only in an approved fire pit designed and installed by the Forest Service or the City. No homemade or makeshift fire pits are allowed. The restrictions of this section 1(b) do not apply to residential structures or improved fire pits adjacent to a residential structure.

(2) (a) The discharge of fireworks is prohibited at all times **as follows:**

- (i) **north of 1400 North Street, fireworks are prohibited east of 650 East Street;**
- (ii) **north of 400 North Street, fireworks are prohibited east of 900 East Street;**
- (iii) **south of 400 North Street, fireworks are prohibited east of Davis Boulevard; and**
- (iv) **fireworks are prohibited in any other areas designated by South Davis Metro Fire Agency officials.**

(b) **Within the area described in Subsection (2)(a)**, campfires and other fires are allowed only in an approved fire pit designed and installed by the Forest Service or the City. No homemade or makeshift fire pits are allowed. The restrictions of this section 1(b) do not apply to residential structures or improved fire pits adjacent to a residential structure.

(c) This subsection (2) does not apply to Bountiful City's 23rd of July public fireworks display because of adequate fire prevention preparations.

(d) This subsection (2) shall expire (unless extended by vote of the City Council) at 11:59 p.m. on November 30, **2016**.

(3) In other parts of the City where not prohibited by Sections 1 and 2, the possession, display or discharge of Class C common state approved fireworks is permitted only as provided by State law. Any other possession, display or discharge is prohibited.

(4) It is unlawful to negligently discharge class C common state approved explosives, in such a manner as to cause, or to recklessly risk causing, a fire or injury to people or property.

(5) This ordinance shall not limit the authority of the Fire Chief or Fire Marshal to at any time issue emergency decrees or order fireworks and/or other fire restrictions depending upon conditions or needs.

(6) Fireworks possessed, sold or offered for sale in violation of this Ordinance may be seized and destroyed and the license of the person selling or offering fireworks for sale may be revoked.

(7) All terms relating to fireworks used in this Ordinance shall have the same meaning as defined in Utah Code § 53-7-202 of the Utah Fire Prevention Act.

Section 2. Effective Date. This Ordinance shall become effective immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 24th day of May, 2016.

Randy C. Lewis, Mayor

Attest:

Shawna Andrus, City Recorder