

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, July 25, 2017

Work Session – 5:30 p.m.

Regular Session - 7:00 p.m.

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

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

AGENDA

5:30 p.m. – Work Session

1. Joint meeting with Power Commission – Mr. Allen Johnson p. 3

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Approve minutes of previous meeting – July 11, 2017 p. 9
4. Consider approval of weekly expenditures >\$1,000 paid July 3, 10 and 11, 2017 p. 13
5. Recognition of Mueller Park Baseball state championship and Creative Arts Academy being in the Top Five dance academies in the nation
6. Public hearing on plan permit requirements - CANCELED
7. Consider approval of lease agreement between Bountiful City and Verizon for installation of communications equipment at the Bountiful Ridge Golf Course – Mr. Clint Drake p. 17
8. Consider approval of the Traffic Safety Committee recommendation to paint a cross walk and install a sign for school crossings at 1000 South and 100 East – Mr. Paul Rowland p. 29
9. Consider approval of appointing Mr. Richard Higginson, Mrs. Sandy Inman, Mr. Robert McArthur and Mr. Jon Simmonds to the Bountiful City Historic Preservation Commission – Mr. Gary Hill p. 33
10. Adjourn


City Recorder

City Council Staff Report



Subject: Revised Solar Rate Review Work Session Update
Author: Allen Ray Johnson
Department: Light & Power
Date: July 25, 2017

Background

Included with the 2017-18 budget there was an overall rate increase and changes in rates for power generating systems (including photovoltaic). The budget including all rates, were reviewed at the joint Power Budget Committee and the Power Commission meeting on April 18, 2017, and at a special Power Commission meeting held on June 27, 2017. The complete rate presentation was presented on June 13 at the City Council meeting, and an abridged presentation at the Public Hearing on June 27, 2017.

At the request from the Council, we are going to go over the rate and discuss questions about net metering, the new feed-in tariff, and perceptions about power in general during the work session on July 25, 2017.

The following list, although not expected to be a complete list, are some of the items that we anticipate talking about during the meeting.

Perceptions and Questions

- The problem with feed-in-tariff (vs net metering) is that people should have the right to use the power behind the meter first and then send the rest to the City.
- The City is “taking” our solar power and selling it for a profit.
- The City is not green enough –it should embrace solar, not dis-incentivize it.
- Solar and renewables are the way of the future, the City is not forward-thinking enough.
- There is such a small percentage of customers using solar that the City should be encouraging more home-solar use.
- I want to use my own power so I can be more “green”
- Battery technology is developing so rapidly that soon solar power will be affordable
- The City didn’t involve the solar industry enough in its deliberations.
- Time of use rates – Distributed and Net Metering.
- Grandfathering of current rates
- Unbundling of current rates by using a base rate and a variable generation rate.
- Expected future solar installations

Analysis

Rates have been reviewed in detail over the past several years.

Department Review

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

Significant Impacts

The rate is in effect starting July 1, 2017, which affects all new Distributed Generation Customers.

Recommendation

Staff recommends that we discuss the current rates and the Council's concerns.

Attachments

Letter from the Power Commissioners

A BASIC PRIMER ON BOUNTIFUL'S ELECTRIC UTILITY SYSTEM FOR BOUNTIFUL CITY 2017 CANDIDATES

BOUNTIFUL CITY POWER COMMISSION, July 6, 2017

Background

Electric power in the U.S. is provided throughout the country by private utilities, like Rocky Mountain Power, and by municipal or public power systems. The power rates of private utilities are established by state public utilities commissions. The rates of municipal utilities are established by the elected officials of the owning cities.

Bountiful City has owned and operated its own electric utility system since 1935. Today, Bountiful City's 43,000 residents and its commercial customers receive reliable and competitively-priced electricity through 16,800 meter hook-ups from Bountiful City Light and Power (BCLP). BCLP is a \$34.5 million per year operation. Many Utah cities operate electric utilities, and state law requires that these "enterprise services" cover all expenses (operating, maintenance, and long-term capital) from rates, fees, and deposits collected from customers. BCLP does NOT operate on tax money. It is a stand-alone operation based on user fees and power sales. In addition, Bountiful City requires BCLP to distribute all operating expenses equitably among customer classes.

Whether an electric utility is private or municipal, it has one over-arching legal obligation to its customers: it is the provider of last resort, and it must be capable at all times of delivering electric power to meet whatever the customer demand is at any time of the day or night, 365 days each year, rain, snow, or shine.

The Utah Public Service Commission (PSC) regulates the rates that Rocky Mountain Power (RMP, a subsidiary of Berkshire Hathaway, which is primarily owned by Warren Buffet) may charge its customers. The PSC determines what the costs are for providing RMP's service, and then authorizes a percentage "return on investment" which is the source of Warren Buffet's RMP profits and the return to his shareholders.

What BCLP Power Rates Do for Customers and the City

Like RMP, Bountiful City Light and Power has many of the same kinds of costs of service, but BCLP provides a significant benefit to BCLP's customers and City taxpayers – at rates that are lower than the rates paid by Rocky Mountain Power's customers. BCLP has long term contracts and has access to less expensive hydropower produced mainly by the Colorado River Storage Project (CRSP). While CRSP power is a smaller slice of BCLP's power supply today than 20 years ago, it still provides about 40% of the City's total load. This cost savings goes directly into lowering BCLP rates. The "return on investment" profit that would otherwise go to Warren Buffet, instead goes right back to BCLP's customers in the form of lower rates, and to the City's taxpayers in the form of annual transfers to the Bountiful General Fund (\$2.4 million in the current FY) and franchise taxes on customer power bills. Without this "profit" from power sales, Bountiful City's property taxes would have to increase, or the level of services would have to be reduced. Power rates apply to all properties in Bountiful; there are no exemptions for schools, non-profits, or churches. While all of these "properties" still require the same level of municipal services the City provides, they are exempt from property tax and sales tax. In this respect, BCLP provides a modest measure of equalization among Bountiful property owners. BCLP also provides electric service with a greater degree of reliability than RMP, in part because much of BCLP's system is underground, and because BCLP maintains a more aggressive tree-trimming program.

The critical challenge for any electric utility is balancing or matching the power supply with customer usage or demand. The highest level of customer demand or usage for BCLP is in the month of July, which typically peaks at around 80 MW.¹ But that's only half the challenge. The other half is matching supply with customer demand as it varies hour by hour throughout each day. Customer usage in July will range from 25 MW to 80 MW on a daily basis. BCLP is required to balance power purchases with customer usage on an hourly basis. Bountiful is a bedroom community, with a relatively small commercial customer slice, resulting in a much lower usage period during the morning and afternoon versus the late afternoon or evening. The heaviest demands for power during the day are between 1:00 and 11:00 p.m. and particularly between 3:00 and 9:00 p.m.

Sources of BCLP Power

BCLP's least expensive source of power is hydropower purchased from CRSP, and from BCLP's ownership of hydroelectric facilities at Echo Dam and Pineview Dam. BCLP also buys power (and sells excess power) through a power exchange arrangement with the Utah Associated Municipal Power System (UAMPS). BCLP has other long-term contracts for power with the San Juan Power Station, and IPP. It also buys peaking power, when necessary, on the spot-market.² In addition, Bountiful owns two 13.5 MW gas turbine generators. If they operate full-time, they cover only 30% of the maximum summer load; BCLP minimizes that generator expense through long-term contracts with BP Energy. BCLP turns on its own generators whenever the cost of natural gas is less than the cost of other purchased power.

The biggest change in the electrical industry, nationwide, has been the steady reduction in the price of natural gas. The Intermountain Power Project, in which Bountiful has an interest, is currently converting from coal to natural gas. However, natural gas is a nonrenewable resource, and BCLP is looking to the future in order to continue to meet its service obligations to customers. Through UAMPS, BCLP has made a modest commitment to determine the feasibility of small scale, advanced technology, nuclear generation. The feasibility of this project is promising, and if the necessary water rights can be secured, the project will be built at the Idaho National Laboratory.

BCLP has investigated through UAMPS several renewable projects such as heat recovery, geothermal, and wind projects, but they have not been, so far, economically practicable. BCLP is also in the process of securing a long-term reasonably priced commercially-generated solar power contract that has a production capacity suited to BCLP's bedroom community load characteristics, and at a highly competitive price which is expected to be online in early 2019.³

Pricing Solar Power for BCLP Co-Generators

Presently, BCLP has 200 customers who have installed solar panels on the roofs of their homes (1% of BCLP's customers). A variety of solar companies have embarked on a very aggressive sales campaign over the last 18 months, and these 200 customers have made an investment in this technology

¹ 1 Megawatt equals 1,000,000 watts. A 15-watt light bulb draws 15 watts of electricity any moment it's turned on.

² Wholesale power markets allow utilities to buy peaking power on an hourly basis for whatever the on-the-spot price is.

³ This solar project is more suited to BCLP's power needs because: (a) it will be located in an area of Beaver County which has a higher average number of sunshine days than Bountiful and receives less snow than Bountiful, which together provide for more days per year of maximum generation; (b) the project is designed with rotating panels that track the sun's arc throughout the day and present panel angles that maximize all-day power generation; (c) the technology allows BCLP to take power later in the day as the load demand increases; and (d) the price of power from the project is highly competitive with BCLP's other power sources.

for a variety of reasons. Whatever the reasons for such investments, BCLP still remains as the electric-provider of last resort whenever the sun isn't shining, day or night. These customers, when the sun shines, collectively generate about 1 MW of the 80 MW BCLP requires in July to meet customer demand for power. The problem for these customers and BCLP is that their 1 MW is mostly generated during a time of the day when it is least needed and, so far, cannot be stored.

The laws of physics play into the electric power business in one undeniable way: electricity can't be stored in industrial-strength quantities. When someone figures out how to do that, it will revolutionize the electric industry, but science isn't there yet. Until July 1, 2017, solar customers of BCLP used the same electric meter that all BCLP customers use. That meter can run backwards as well as forwards, and during the hours that a customer's solar panels produce electricity, the meter runs backwards; when the customer takes power from BCLP, the meter runs forward. At the end of the month, the customer and BCLP "settled up," using the cost of power that BCLP uses for all of its customer sales: 9.25¢ per KWH.⁴ That's called "net-metering." In other words, BCLP was paying 9.25¢ to the solar customers, for every KWH they generated, even though BCLP – at the time the power was generated – could buy it somewhere else for 4¢ per KWH. That turned out to be a good deal for the solar customers, but not so good a deal for the 99% of other BCLP customers. BCLP was buying power it didn't need, at a time it couldn't use it, for 9.25¢ per KWH, and then selling that excess for 4¢ per KWH, and losing money.

That makes no sense as a sustainable business model, and it makes no sense for the other 16,600 BCLP residential and commercial customers, nor for Bountiful City. BCLP cannot provide that kind of subsidy to solar customers and remain in business. If all 16,800 BCLP customers were solar customers on that same basis, BCLP would be bankrupt within a month.

The New Feed-In Tariff: Greater Equity for All Customers

Beginning July 1, 2017, BCLP will accept new solar customers based on what is called a "feed-in tariff." This arrangement uses two meters, and it allows for accurate measurement of KWH going into a customer's home from BCLP, and KWH going out of that home to BCLP. The power going into the home is sold at the same price per KWH as to all BCLP residential customers. The price paid to the solar customer by BCLP will be based on the time of day the solar customer is generating power. The price paid by BCLP will more closely match the equivalent rate BCLP has to pay for power at those times. It will allow for a more competitive rate during the time of day that it can actually be used by BCLP, rather than a 200% subsidy at a time when it can't.

BCLP Can't Guarantee Any Company a Profit

Some solar companies have complained that this arrangement will drive solar power out of Bountiful. This is not the case. BCLP is extremely interested in large-scale solar generation, because of its more efficient technology and competitive pricing throughout the day. BCLP's share in this facility could be online in early 2019. However, BCLP does not have an obligation to keep makers and sellers of solar panels profitable, particularly by offering a customer subsidy that makes zero economic sense even on a small scale, and which would be outrageous to the other 99% of BCLP's customers and Bountiful City taxpayers on an even larger scale. BCLP has grand-fathered the solar customers who have been installed or have a completed application by June 30, 2017. Even so, that will cause a continuing power sales loss to BCLP of \$100,000 or more annually. There will be a corresponding loss to Bountiful City in terms of lost franchise tax revenue and a smaller contribution to the General Fund via the annual contribution BCLP makes to Bountiful City. BCLP still has to serve all of its 16,800 customers, and it still has to secure a base power load that will keep the lights on all the time, whether there is or isn't

⁴ One kilowatt hour equals power consumption of 1,000 watts for one hour.

sunshine. It still has to maintain the distribution system. The feed-in tariff does more to keep rates fair for everyone.

Some have argued that the feed-in tariff is an effort by BCLP to prevent solar customers from using “free” solar power. That is misleading. Anyone who wishes to rely exclusively on free solar power to light their home and run an air-conditioner is not required to connect to the BCLP system. However, if a homeowner or business wishes to become, not just a BCLP customer but also a co-generator via solar power, then the obligation of BCLP is to ensure that the arrangement is fair, not only to the solar co-generator, but to all other BCLP customers as well. The feed-in tariff is the most equitable billing arrangement BCLP has examined to accomplish that. Paying someone twice as much for something that could otherwise be purchased at half the cost is no way to run a successful enterprise.

The staff at BCLP is available to respond to questions or provide additional detail about BCLP’s operation. Please contact Mr. Allen Johnson, the BCLP Director, at (801) 298-6072.

BOUNTIFUL CITY POWER COMMISSION

John Cushing, Chair
Susan Becker
Daniel Bell
Beth Holbrook
David Irvine
Jed Pitcher
Paul Summers

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**Minutes of the
BOUNTIFUL CITY COUNCIL**

July 11, 2017 – 6:00 p.m.

Present: Mayor Randy Lewis
Councilmembers Kendalyn Harris, Richard Higginson, Beth Holbrook,
John Pitt
City Manager Gary Hill
Asst. City Manager Galen Rasmussen
City Attorney Clint Drake
City Engineer Paul Rowland
City Planner Chad Wilkinson

Department Directors/Staff:

Fire Chief Jeff Bassett
Parks Director Brock Hill
Information Technology Dir. Alan West
Golf Professional Kent McComb
Recording Secretary Nikki Dandurand

Excused: Councilman John Marc Knight

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 – 6:08 p.m.
Planning Conference Room

Mayor Lewis welcomed those in attendance and called the work session to order at 6:08 p.m.

PRESENTATION OF SOUTH DAVIS METRO FIRE PROPOSED PROPERTY TAX INCREASE – CHIEF JEFF BASSETT

Chief Bassett informed the Council that funding was, and is, a serious issue for the Fire District. It has been known that a tax increase would be needed soon. Chief Bassett presented to the Council several concerns including staffing, a new Centerville station, remodels of current stations, a new ladder truck and other new equipment. He stated that there have been several lateral moves in staffing which has decreased the man power at each station. The South Davis area has the most target hazards in the state, which includes refineries, trains, hospitals, an airport and more. He stated that additional staff is required by several fire and government agencies/codes, but the funding does not allow it at this time. The current property tax rate is about \$1.50/year on a \$300,000 home. The Fire District is asking for an increase to about \$60.00/year on a \$300,000 home. Council asked questions regarding response time and training for new and existing employees. Mayor Lewis stated that all those on the committee, which include Mayors and City leaders, agree that the proposed increase is the only way to fund the needs of the department. Chief Bassett gave the dates/locations of the open houses that are being held to inform the public and answer questions.

1 **PRESENTATION OF QUALTRICS RESIDENT ENGAGEMENT TOOL – MR. ALAN**
2 **WEST**

3 Mr. Alan West stated that Qualtrics started in 2003, as a basement start-up. It is now a billion
4 dollar company, globally. They offer many options. A sample survey was sent to the Council earlier
5 today with good results and the Council liked the format and use. Councilman Pitt asked if there are
6 templates that can be used immediately, but Mr. West replied we would like to create our own to
7 meet the needs of our residents. Mr. Gary Hill stated that our software, MUNIS, is great to store
8 information and we just invested in additional software to help, but Qualtrics can gather valuable
9 information from the residents. Mayor Lewis asked if there were sharing options. Mr. Gary Hill
10 replied that we have not done that yet. The first public survey will be going out this week regarding
11 Plat A, downtown.

12
13 **Regular Meeting – 7:05 p.m.**
14 **City Council Chambers**

15
16 Mayor Lewis called the meeting to order at 7:05 p.m. and welcomed those in attendance.
17 Charlie Oborn, grandson of the Mayor, led the Pledge of Allegiance; Mr. Rich Oborn, gave a prayer.

18
19 **PUBLIC COMMENT**

- 20 • David Taylor – concerned about concerned about the City planting additional trees and
21 landscaping near his home
22 • Chris Simonson – supports and encourages Veterans memorial in new plaza
23 • Brad Kronberger – would like more people to attend City Council and be more involved,
24 upcoming elections should be civil
25

26 **APPROVE MINUTES OF PREVIOUS MEETING JUNE 27, 2017**

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

30
31 **COUNCIL REPORTS**

32 Councilwoman Harris is excited for the Youth Council to participate and help with the
33 Handcart Days parade and activities. Councilman Pitt mentioned the passing of long time, well
34 respected resident, Kim Burningham and the great impact he had in the community. Councilwoman
35 Holbrook wished to thank Richard Watson from the Community Service Council, for his tremendous
36 work organizing the Concerts in the Park. Councilman Higginson announced the dates of the open
37 house for the Bountiful Museum and Learning Center and clarified that ballots for the election can be
38 mailed in or returned to ballot drop boxes. Mayor Lewis reminded everyone about the fireworks on
39 July 21st at Mueller Park and the Tour of Utah on August 4th.

40
41 **CONSIDER APPROVAL OF:**

- 42 a. **WEEKLY EXPENDITURES > \$1,000 PAID JUNE 19 & 26, 2017**
43 b. **MAY 2017 FINANCIAL REPORT**
44

45 Mayor Lewis presented the expenditures and May financial report. Councilwoman Harris

1 inquired about an expense to the Division of Wildlife. Mr. Hill replied it was the cost to cover the
2 deer removal and will be reimbursed by various organizations. Councilman Pitt moved to approve
3 the weekly expenditures and financial report and Councilman Higginson seconded the motion.
4 Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.

5
6 Mayor Lewis excused Councilman Knight from the meetings tonight.

7
8 **CONSIDER APPROVAL OF POLL WORKERS AS PRESENTED FOR THE 2017**
9 **PRIMARY ELECTION AND ALTERNATES TO BE DETERMINED IF NEEDED – MR.**
10 **GARY HILL**

11 Mr. Hill stated the election will be administered by the county, with the approval of the poll
12 workers tonight. Councilman Pitt moved to approve the poll workers and Councilman Higginson
13 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and
14 Pitt voting “aye”.

15
16 **CONSIDER APPROVAL OF THE PURCHASE OF 12 GOLF CARTS FROM HIGHLAND**
17 **GOLF COMPANY IN THE AMOUNT OF \$41, 948 – MR. KENT MCCOMB**

18 Mr. McComb stated that the Golf Course would like to purchase 12 new Yamaha golf carts to
19 replace 12 of the older golf carts in the fleet. Each year a portion of the golf cart fleet is rotated and
20 replaced with new carts. Anywhere from 10-15 new golf carts are purchased each year while trading
21 the same number of the older carts. This rotation has helped to maintain a golf cart fleet that is in
22 good and workable condition. Highland Golf Company currently has the state contract for electric
23 and gasoline golf carts. Councilwoman Holbrook asked Mr. McComb what the ratio is between gas
24 and electric carts currently. Mr. McComb replied about 50/50, but leaning more towards gas.
25 Councilwoman Harris added that this purchase is paid for by the user fees from the course.
26 Councilman Higginson moved to approve the purchase and Councilman Pitt seconded the motion.
27 Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.
28 Mayor Lewis asked how busy the course has been this year considering the wet spring and hot
29 summer now. Mr. McComb replied that spring was rather slow, but has since returned to normal use.
30 Mayor Lewis asked if any corporate golf tournaments have been scheduled. Mr. McComb responded
31 that they are hosting a few of the regular ones and a few new ones.

32
33 **CONSIDER APPROVAL OF AN EASEMENT RELEASE AT 1353 SOUTH 300 WEST AND**
34 **AUTHORIZING THE MAYOR TO SIGN THE RELEASE DOCUMENTS, SLATE BANNER,**
35 **APPLICANT – MR. PAUL ROWLAND**

36 Mr. Rowland stated that Mr. Slate wishes to build a detached garage and is requesting release
37 of a portion of the easement to accommodate the new building. The easement was included as part of
38 the original subdivision plat and was created before the actual need was established. The power and
39 storm drain lines have been in existence for well over 50 years and the need to encumber such a large
40 portion of the yard no longer exists. Councilman Higginson made a motion to approve the request
41 and Councilwoman Holbrook seconded the motion. Voting was unanimous with Councilpersons
42 Harris, Higginson, Holbrook and Pitt voting “aye”.

43
44 Mayor Lewis asked for a motion to adjourn the regular session of City Council. Councilman
45 Higginson made a motion to adjourn the meeting, and Councilwoman Holbrook seconded the motion.
46 The regular session of the City Council was adjourned at 7:32 p.m.

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Mayor Randy Lewis

City Recorder

PENDING

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000.00 paid
July 3, 10 & 11, 2017

Author: Tyson Beck, Finance Director

Department: Finance

Date: July 18, 2017



Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid July 3, 10 & 11, 2017.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid July 3, 2017**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
3195	MOUNTAINLAND SUPPLY	Golf Course	55.5500.426000. Bldg & Grnd Suppl & Maint	\$ 1,603.00	197235	S102198505.003	MONTHLY PYMT
3271	NETWIZE	Information Technology	45.4136.474500. Machinery & Equipment	3,170.41	197240	29980	WIRELESS EQUIP NETWORK UPGRADE
3365	OLD DOMINION BRUSH	Storm Water	49.4900.448000. Operating Supplies	5,556.84	197242	0105703-IN	BROOMS FOR SWEEPERS
3549	PREMIER VEHICLE INST	Police	10.4210.425430. Service & Parts	6,549.35	197246	24192	POLICE CAR INSTALL
3549	PREMIER VEHICLE INST	Police	10.4210.425430. Service & Parts	6,549.35	197246	24193	POLICE CAR INSTALL
4026	STAKER & PARSONS	Streets	10.4410.441200. Road Matl Patch/ Class C	1,040.07	197253	4349094	PATCHING
TOTAL:				<u>\$ 24,469.02</u>			

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

Paid July 10, 2017- JUNE INVOICES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1078	ALL STAR STRIPING, LLC	Streets	10.4410.448000.	Operating Supplies	\$ 2,921.60	197356	4483	Cross Walk Paint
1078	ALL STAR STRIPING, LLC	Streets	10.4410.448000.	Operating Supplies	10,266.50	197356	4470	Road Striping
1178	APPLIED GEOTECHNICAL	Light & Power	53.5300.474740.	CIP 04 Trans Sys Ph7 NWSUB-REC	7,250.00	197359	1170310-01	Geotechnical Services/ Line Protectors
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,903.28	197360	67Y45817	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,095.20	197360	67Y45717	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	197360	68R12217	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	197360	68R12317	Tree Trimming
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,578.45	197368	06222017	Acct # 801-5780401 452B
1767	CONTEMPORARY IMAGE	Light & Power	53.5300.445202.	Uniforms	1,772.50	197374	33691	Office Shirts
1836	CUSTOM FENCE CO.	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,586.00	197375	K5246	Chainlink Fence
1895	DAVIS COUNTY-SOUTH	Legislative	10.4110.422000.	Public Notices	1,780.00	197377	06202017A	Directories
2085	ENVIRO CARE, INC.	Light & Power	53.5300.448638.	PCB Disposal	3,822.84	197383	7749	Oil Spill Cleanup
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist System Repair & Maint	1,335.75	197387	1022138-1	Pipe & Couplers
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist System Repair & Maint	1,819.34	197387	1022138	Couplers
5458	HANSEN, ALLEN & LUCE	Landfill	57.5700.431300.	Environmental Monitoring	1,423.37	197397	36800	Fees for Michael Price
2719	JMR CONSTRUCTION INC	Storm Water	49.4900.441250.	Storm Drain Maintenance	8,917.93	197409	06302017	June 2017 Payment
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	30,183.52	197409	06302017	June 2017 Payment
2765	JP ELECTRICAL, LC	Light & Power	53.5300.448632.	Distribution	2,987.00	197410	W10623	Meter Relocation
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,064.38	197413	1444	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,066.28	197413	1451	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	10.4410.441200.	Road Matl Patch/ Class C	5,316.96	197413	1452	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	45.4410.473200.	Road Materials - Overlay	5,848.20	197413	1444	Patching
8137	LAKEVIEW ASPHALT PRO	Streets	45.4410.473200.	Road Materials - Overlay	19,580.26	197413	1449	Beverly Way & Arlington to 1200 E
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	2,091.01	197415	348235	Gravel
2983	M & M ASPHALT SERVICE	Streets	10.4410.473200.	Road Materials - Overlay	82,693.51	197419	I17031_01	Asphalt Slurry Treatments
2987	M.C. GREEN & SONS INC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	7,310.00	197420	3544	Lewis Park Waterline Repair June 2017
2987	M.C. GREEN & SONS INC	Storm Water	49.4900.441250.	Storm Drain Maintenance	46,276.66	197420	3556	2017 Storm Drain Project Application #1
2987	M.C. GREEN & SONS INC	Water	51.5100.473110.	Water Mains	111,083.87	197420	3543	Application #4 Waterline Project
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	1,076.77	197426	S102236525.002	Adapters
3293	NICKERSON CO INC	Water	51.5100.474500.	Machinery & Equipment	14,550.00	197430	J18529	Motor
3659	RAYMOND KELLER CONST	Light & Power	53.5300.424002.	Office & Warehouse	6,875.00	197441	14904	Warehouse Roof Repair
4775	ROCKY MOUNTAIN VALVE	Water	51.5100.448000.	Operating Supplies	16,715.00	197444	1314-5406	Valves
3812	SAFETY SUPPLY & SIGN	Streets	10.4410.441300.	Street Signs	4,915.72	197446	159859	Street Signs & Supplies
7941	SHAMROCK PLUMBING LLC	Parks	10.4510.425000.	Equip Supplies & Maint	2,228.00	197448	110285	Replaced Flushers on Toilets on Eggett Trailhead
4016	SPRINT	Streets	10.4410.428000.	Telephone Expense	1,096.15	197456	997225610-056	Acct # 997225610
5358	STOTZ EQUIPMENT	Parks	10.4510.425000.	Equip Supplies & Maint	1,831.96	197461	E02906	Parts
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,338.60	197464	0259594	Transmission Fluid & Brake Cleaner
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	16,501.83	197464	0259470	Fuel
4273	TURF EQUIPMENT CO	Parks	10.4510.425000.	Equip Supplies & Maint	1,070.47	197466	415506-00	Spindle ASM
4369	UTAH DEPT OF WORKFORCE	Finance	10.4140.413060.	Unemployment Reimb	1,078.04	197471	07102017	06/17 UNEMPLOYMENT CLAIMS
9022	XYBIX SYSTEMS, INC	Police	10.4210.474500.	Machinery & Equipment	1,165.00	197480	21124-Q	Console Project
9022	XYBIX SYSTEMS, INC	Police	45.4210.474500.	Machinery & Equipment	57,437.00	197480	29743	Console Project
TOTAL:					<u>\$ 508,134.75</u>			

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

Paid July 11, 2017- JULY INVOICES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1078	ALL STAR STRIPING, LLC	Streets	10.4410.448000.	Operating Supplies	\$ 4,081.00	197265	4491	Road Striping
8701	FOREUP GOLF SOFTWARE	Golf Course	55.5500.431000.	Profess & Tech Services	7,200.00	197292	10900	Annual License Subscription
2349	GREEN LIGHT BOOKING	Legislative	10.4110.492080.	Community Events-BntflComServC	2,750.00	197293	4460	50% Balance for group perform for Aug 4, 2017
7850	GS TRACKME LLC	Streets	10.4410.448000.	Operating Supplies	1,169.61	197294	552	GPS Tracking Service
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	197306	SLC07170198	July 2017 Custodial Services
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,534.57	197314	S102269210.001	Couplers
3375	OLYMPUS INSURANCE AGENCY	Workers' Comp Insurance	64.6400.451000.	W/C Reinsurance Premiums	51,902.00	197321	14156	Insurance Acct # BOUN050
3375	OLYMPUS INSURANCE AGENCY	Light & Power	53.5300.448613.	Plant	77,918.00	197321	14156	Insurance Acct # BOUN050
3375	OLYMPUS INSURANCE AGENCY	Liability Insurance	63.6300.451100.	Insurance & Surety Bonds	356,844.00	197321	14156	Insurance Acct # BOUN050
5553	PURCELL TIRE AND SERVICE	Streets	10.4410.425000.	Equip Supplies & Maint	1,511.51	197326	2853984	Tires & Service
4413	UTAH STATE TAX COMMISSION	Workers' Comp Insurance	64.6400.461200.	State Tax On Premium	4,000.00	197343	07112017B	2ND QTR '17 SELF INSUR PREM PMT
5304	UTAH VOICES, INC.	Legislative	10.4110.492080.	Community Events-BntflComServC	1,000.00	197344	07052017	Performance Contract for July 7th concert
4567	WESTERN REFUSE & REC	Sanitation	58.5800.425000.	Equip Supplies & Maint	2,616.72	197348	147801	Sanitation Truck Arm Parts
TOTAL:					<u>\$ 514,302.41</u>			

City Council Staff Report



Subject: Lease Agreement (Golf Course) – Verizon
Author: Clinton Drake
Dept: Legal
Date: 25 July 2017

Background

Verizon Wireless currently leases a small portion of land adjacent to the Bountiful Ridge Golf Course parking lot for a cellular tower. Verizon has requested permission to lease additional space (approximately 460 square feet) next to the existing tower for the purpose of installing additional communications equipment such as a tower, antenna, and fencing.

Analysis

Verizon has indicated there is a need for additional infrastructure to meet the needs of cellular and data costumers in the area. The proposed area to be leased is an excellent site for communication equipment because it is located in an unused area of the golf course between the parking lot and the playing area and near an existing cell tower. The term of the Lease Agreement is for a period of five years and can be extended for four additional five year terms. Approving the Agreement will enable Verizon to provide better cellular and data services to residents and provide additional revenue to the City.

Department Review

This Staff Report was prepared by the City Attorney.

Significant Impacts

There are no significant impacts.

Recommendation

It is recommended that the City Council approve the Lease Agreement with Verizon Wireless.

Attachments

Lease Agreement

LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this ____ day of _____, 201__, between Bountiful City, a corporation, with its principal offices located at 790 South 100 East, Bountiful, Utah 84010, hereinafter designated LESSOR, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 2430 South Bountiful Boulevard, Bountiful, County of Davis, State of Utah 84010 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 460 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey may replace Exhibit "B" in its entirety upon written approval of Lessor.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the earlier of the first day of the month after LESSEE begins installation of the equipment at the Premises or December 1, 2017.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term". The annual rental for the second (2nd) year of the initial term and for each year thereafter, including any and all extension terms, shall be increased to an amount equal to 102% of the annual rental payable with respect to the immediately preceding year.

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$16,800.00, to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 790 South 100 East, Bountiful, Utah 84010 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date at which time all outstanding rental amounts shall be due. From that date forward, all rental payments shall be due on the first day of the month as described above. Upon

agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

(c). LESSOR has previously installed conduit at the property intended for LESSEE's use. LESSEE shall pay LESSOR a one-time, non-refundable, lump-sum conduit reimbursement fee of \$18,155.00 (the "Conduit Reimbursement Fee"). The Conduit Reimbursement Fee shall be paid by LESSEE to LESSOR within 210 days of the Effective Date. Following LESSEE's payment of the Conduit Reimbursement Fee, LESSEE shall own and have exclusive use of the conduit line servicing the Premises. LESSOR agrees the payment to be made by LESSEE under this Paragraph 4(c) is fair and adequate payment in exchange for LESSOR's installation of conduit through the parking lot for LESSEE's use.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 12' foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27). LESSEE shall promptly repair, replace, restore or otherwise remedy any disturbances or damages caused to the Property as a result of any installation, operation or maintenance of LESSEE's communications equipment to a condition that is as good as or better than before the disturbance or damage occurred.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. Subject to Federal, State and Bountiful City laws and regulations, LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas,

conduits or other improvements are listed on any exhibit. LESSEE shall obtain any required building permits prior to commencement of any modifications to the equipment.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE's defense of such claim. LESSEE shall defend LESSOR, at LESSOR's request, against any claim with counsel reasonably satisfactory to LESSOR. LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

11. INSURANCE. LESSEE shall maintain at their own cost and expense, commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence. LESSEE agrees to include the LESSOR as an additional insured. LESSOR agrees to maintain appropriate insurance as required under Utah State law.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. Except in the case of emergency operations, LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE's Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at (801) 298-6140, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at two times the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. Per Section 14-14-118 of the Bountiful City Municipal Code, the LESSEE shall consent to two co-locations (in addition to the LESSEE's equipment) on the pole.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Bountiful City
790 South 100 East
Bountiful, Utah 84010
Attention: City Manager

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to

LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that

LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use and LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement. In such an event, LESSEE shall restore the premises to as good as or better condition than before the term of this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits). This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Utah. For the purposes of this Agreement, LESSEE submits to the jurisdiction of the courts of the State of Utah, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of Second District, Davis County, State of Utah. In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice

which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties recognize that LESSOR is a governmental entity and subject to the Utah Government Records Access Management Act (GRAMA). Accordingly, and to the extent it is possible, this Agreement and any information exchanged between the Parties regarding the Agreement will be kept confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and when possible, take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Bountiful City, a Utah Municipal Corporation

By: _____
Name: _____
Title: _____

Date: _____

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless

By: _____

Name:

Title:

Date: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian. Also, that portion of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian lying Northwesterly of Bountiful Boulevard.

Tax ID: Part of 05-043-0012

EXHIBIT "B"
DESCRIPTION OF THE PREMISES

(See attached)

Council Staff Report

Subject: Traffic Safety Committee Recommendations
Address: City wide
Author: City Engineer
Department: Engineering
Date: July 25, 2017



Background

Just prior to the July 25, 2017 meeting of the Bountiful City Council, the Bountiful Traffic Safety Committee met to discuss one item. A recommendation will be presented to the full Council based on decisions made at that meeting.

Analysis

The TSC will be discussing the following item:

School Crossings at 1000 South and 100 East

The TSC memo is attached for your review.

Department Review

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

Recommendation

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

Significant Impacts

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

Attachments

Full packet for the July 25, 2017 Traffic Safety Committee.

STREETS AND TRAFFIC SAFETY COMMITTEE MEETING

**Tuesday, July 25, 2017
5:15 P.M.**

NOTICE IS HEREBY GIVEN that the Streets and Traffic Safety Committee of Bountiful, Utah will hold a meeting in the Planning Conference room at City Hall, 790 South 100 East, Bountiful, Utah, at the time and on the date given above. The public is invited to the meeting. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Public Works Director at 801.298.6125. Notification at least 24 hours prior to the meeting would be appreciated.

AGENDA

1. Request for "School Crossing" to be painted at 100 East 1000 South
2. Misc. Reports.

Traffic Safety Committee Staff Report



Subject: School Crossings at the intersection of
100 East and 1000 South Street
Author: City Engineer, Paul Rowland
Date: July 25, 2017

Background

We have had a request to install School Crossings at the intersection of 100 East and 1000 South. Many students walking to Millcreek Jr. High use this intersection and it warrants the installation of School Crossings in both directions.

Analysis

We have had a request for improved school crossings at the intersection of 100 East and 1000 South, on the southwest corner of the Millcreek Jr. High property. Many students use this as their walking route to and from school. Currently there is a standard cross walk painted on the east leg of the intersection, with no crossings on any of the other legs. There are plenty of students using this route to justify and warrant these as School Crossings.

We have also been informed that a handicapped student living west of Main Street will use this intersection on his primary access route to school. Over the past several weeks all of the corners have had new access ramps installed so that the student access route is fully handicap accessible.

Department Review

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

Significant Impacts

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

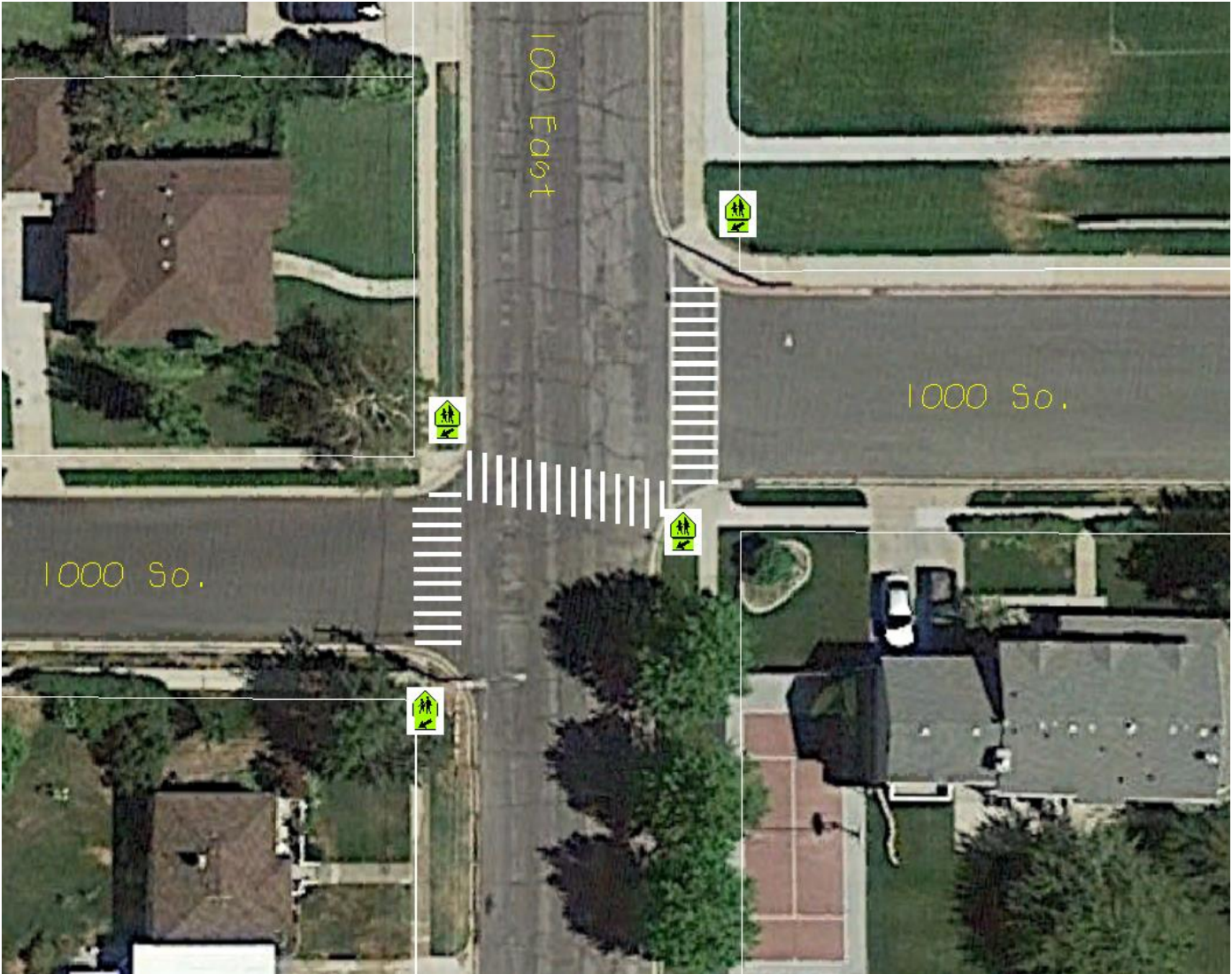
Recommended Action

Paint and Sign for School Crossings across 1000 South and 100 East.

Attachments

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

1000 S. 100 East with School Crossings



City Council Staff Report



Subject: Bountiful City Historic Preservation Commission

Author: Gary Hill, City Manager

Date: 25 July 2017

Background

On December 13, 2016, the Bountiful City Council approved Ordinance 2016-13, reestablishing the Bountiful City Historic Preservation Commission. In order for the Bountiful City Historic Preservation Commission to be recognized by the Utah Division of State History, the City needs to establish a five-person Commission

Analysis

The Mayor of Bountiful City is a de facto member of the Commission, and four other highly qualified persons have been interviewed and agreed to serve on the Commission. They are:

Richard Higginson

Sandy Inman

Robert McArthur

Jon Simmonds

The terms to begin with will be staggered – two four-year terms and two two-year terms. After the first two years, all terms will be for four years.

Department Review

The review was completed by the City Manager.

Significant Impacts

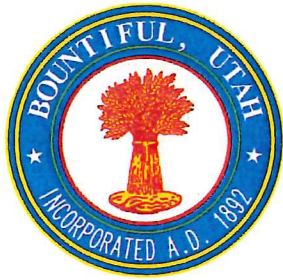
None

Recommendation

Mayor Lewis recommends the Council approve the appointment of the persons listed above to serve on the Bountiful Historic Preservation Commission.

Attachments

Ordinance 2016-13



BOUNTIFUL

City of Beautiful Homes and Gardens

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

Bountiful City Ordinance No. 2016-13

AN ORDINANCE AMENDING BOUNTIFUL CITY MUNICIPAL CODE TITLE 3 BY RE-ESTABLISHING THE BOUNTIFUL CITY HISTORIC PRESERVATION COMMISSION

WHEREAS, in 1988 the Bountiful City Historic Preservation Commission was established by ordinance; and

WHEREAS, cities that have a Historic Preservation Commission are considered Certified Local Governments by the Utah Division of State History; and

WHEREAS, the Historic Preservation Commission functioned within the City until 2014 when it was determined that, due to citizen and private organization interest and assistance with historical matters within the City, it was no longer necessary to have an Historic Preservation Commission and the ordinance was repealed; and

WHEREAS, the City has recently been informed that Certified Local Governments are eligible to apply for and receive federal grants for historic preservation through the Utah Division of State History; and

WHEREAS, as part of a voluntary mitigation agreement with the Utah Division of State History the City desires to and agrees to re-establish the Bountiful City Historic Preservation Commission by ordinance; and

WHEREAS, the City Council finds it in the best interest of the City 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. Title 3 of the Bountiful City Municipal Code is hereby amended to re-establish the Bountiful City Historic Commission as follows:

Chapter 2: Bountiful Historic Preservation Commission

- 3-2-101. Historic Preservation Ordinance.**
- 3-2-102. Purpose.**
- 3-2-103. Historic Preservation Commission.**
- 3-2-104. Powers and Duties of Commission.**
- 3-2-105. Meetings and Notification.**

- 3-2-106. Survey and Inventory.**
- 3-2-107. Demolition - Notification**
- 3-2-108. Enforcement and Penalties.**

3-2-101. Historic Preservation Ordinance.

This Ordinance shall be known and may be cited as the "Historic Preservation Ordinance".

3-2-102. Purpose.

Recognizing that the historical heritage of this City is among its most valued and important assets, it is the intent of this Ordinance to provide for the preservation, protection and enhancement of its history. This preservation, protection and enhancement shall include, but not be limited to, the written and visual history of Bountiful, its early settlers and its historic sites, the planning for and celebration of important historical events relating to Bountiful's history, the education of all segments of the community so that Bountiful's history can be fully and properly appreciated, and the establishment of a repository for items, artifacts, and other materials which have historical significance to the City of Bountiful. The purpose of the Ordinance shall also be to establish a Committee which shall recommend to the City Council necessary and desirable protection of historic areas and sites within the community.

3-2-103. Historic Preservation Commission.

(a) Commission, Members and Appointment. There is created a Historic Preservation Commission, which shall be an advisory body of and shall report to the City Council of Bountiful. The Commission shall be composed of six (6) members appointed by the Mayor with the advice and consent of the City Council. One of the members shall always be the Mayor, who shall be an ex-officio member; one (1) of the members shall always be a member of the City Council; two (2) members shall be professional members from the disciplines of history, archaeology, planning, urban planning, American studies, American civilization, cultural geography, cultural anthropology, to the extent that such professionals are available in the City, and two (2) members shall be residents at large. With exception of the Mayor and City Council Member on the Commission, two or more members of the Commission shall not serve on the same board, commission or other leadership position within another organization while serving on the Commission.

(b) Terms. The term of each member of the Commission, with the exception of the Mayor and City Council member on the Commission, shall be for four (4) years. Initial members of the Commission shall be staggered as determined by the Mayor with the advice and consent of the City Council.

(c) Advisory Body. The Historic Preservation Commission shall be an advisory body of, and shall report to, the City Council.

3-2-104. Powers and Duties of the Commission.

The Commission shall have the following duties:

- (a) Conduct research and collect information on the history of Bountiful, including the establishment of a repository for important documents, artifacts and other items of historical significance.
- (b) Provide a written history of the City of Bountiful, as well as an historical program which outlines Bountiful's history for various age groups in the community. This may include, but not be limited to, the use of written summaries of history, visual exhibits, video tapes, displays, and other media.
- (c) Increase the awareness of Bountiful's history through the commemoration of historical events.
- (d) Designate entries on the Utah State Register of Historic and Cultural sites and recommend to the State Historic Preservation Officer nominations for the National Register of Historic places, utilizing the criteria for evaluation from the National Register.
- (e) Attend at least one informational or educational meeting each year, sponsored by the State Historic Preservation Office, pertaining to the work and functions of the Commission or to historic preservation.
- (f) Submit an annual report of the activities of the Commission to the State Historic Preservation Office and to the City Council.
- (g) Review all proposed National Register nominations for properties within the boundaries of the City.
- (h) Conduct or cause to be conducted a survey of cultural resources in the City which in form and content will be compatible to the Utah inventory of historic and archaeological sites.
- (i) Act in an advisory role to other officials and departments of the City regarding the protection of local cultural resources and shall act as a liaison on behalf of the City to individuals and organizations within the City concerned with historic preservation.

3-2-105. Meetings and Notification.

- (a) The Commission shall provide for adequate public participation in the historic preservation programs, including the process of recommending properties for nomination to the National Register.
- (b) Commission meetings shall occur at regular intervals, and at least twice a year.
- (c) Minutes of all decisions, actions of the Commission, including the reasons for making those decisions shall be kept on file and available for public inspection.

(d) Rules of procedure adopted by the Commission shall be available for public inspection.

3-2-106. Survey and Inventory.

(a) The Commission shall initiate or continue an approved process to identify historic properties within the City.

(b) A detailed inventory of the designated districts, sites, and/or structures within Bountiful City shall be maintained.

(c) The inventory material shall be compatible with the Utah state-wide inventory of historic and archaeological sites and shall be made accessible to the public except where restrictions have been made for archaeological sites.

(d) The inventory shall be updated periodically and made available through duplicates at the State Historic Preservation Office and shall be able to be readily integrated into State-wide comprehensive historic preservation planning and other appropriate planning process.

3-2-107. Demolition - Notification

If a historic site is to be demolished or extensively altered, efforts will be made to document its physical appearance before that action takes place.

(a) The City will delay issuing a demolition permit for a maximum of one week and will notify a member of the Historic Preservation Commission, which will take responsibility for the documentation.

(b) Documentation will include, at minimum, exterior photographs (both black-and-white and color) of all elevations of the historic building. When possible, both exterior and interior measurements of the building will be made in order to provide an accurate floor-plan drawing of the building.

(c) The demolition permit may be issued after one week of the initial application whether or not the Commission has documented the building. The permit may be issued earlier if the Commission completes its documentation before the one-week deadline.

(d) The documentation will be kept in the City's files, which are open to the public.

3-2-109. Enforcement and Penalties.

It is unlawful to:

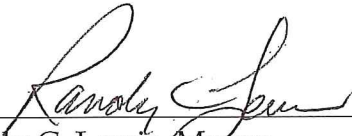
(a) Enter on City lands owned or controlled by the City or which have been designated as landmarks pursuant to this Ordinance for the purpose of appropriating, injuring or destroying a specimen without a permit from the Division of State history or the City.

(b) To appropriate, injure or destroy any site or specimen situated on lands or controlled by the City, or which have been designated as landmarks pursuant to this Ordinance.

(c) To reproduce, re-work or forge any specimen or make any object, whether copied or not, or falsely label, describe, identify or offer for sale or exchange any object with intent to represent the same as an original and genuine specimen, nor shall any person offer for sale or exchange any object with knowledge that it was collected or excavated in violation of this Ordinance.

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

Adopted by the City Council of Bountiful, Utah, this 13th day of December, 2016.



Randy C. Lewis, Mayor

Attest:



Shawna Andrus, City Recorder

