

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, FEBRUARY 10, 2015

Work Session – 6:30 p.m.

Regular Meeting - 7:00 p.m.

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

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

AMENDED AGENDA

Work Session – 6:30 p.m.

1. Open Meetings Act training – Mr. Russell Mahan
2. *City Council Safety Plan – Chief Tom Ross*

Regular Session – 7:00 City Council Chambers

1. Welcome, Pledge of Allegiance, and Thought/Prayer
2. Approve minutes of previous meeting – January 27, 2015 p 3
3. Council Reports
4. Youth Council Report
5. Consider approval of weekly expenditures > \$1,000 paid January 22 & 29, 2015 p 11
6. Consider approval of Ordinance 2015-06 imposing a six-month moratorium prohibiting further subdivision, re-subdivision and rezoning within the area of the ValVerda Subdivision – Mr. Russell Mahan p 15
7. Consider adoption of Findings concerning the denial of the vacation ordinance and of preliminary subdivision approval for the proposed ValVerda Meadows subdivision, Brighton Homes, applicant – Mr. Russell Mahan p 19
8. PUBLIC HEARING – Consider approval of Ordinance 2015-07 amending the provision of Chapter 4 of the Bountiful City Land Use Ordinance related to Lot Access and Site Layout, and residential fire sprinkler standards – Mr. Chad Wilkinson p 25
9. Consider approval of purchase of police vehicles *of the purchase of a Toyota Camry Hybrid and a Ford Taurus for the police department from Tony Davino Toyota and Performance Ford respectively in the amount of \$41,476* – Chief Tom Ross p 35
10. Consider approval of Resolution 2015-02 approving a Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management – Mr. Paul Rowland p 37
11. Consider approval of amendment to *Resolution 2015-03 amending* the Animal Services Interlocal Agreement – Mr. Russell Mahan p 53
12. *Consider approval of Resolution 2015-04 encouraging the State of Utah to address comprehensive transportation funding* – Mr. Gary Hill p 59
13. Adjourn

City Recorder

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**Minutes of the
BOUNTIFUL CITY COUNCIL
January 27, 2015 – 6:02 p.m.**

Present: Mayor Pro Tem: John Marc Knight
Council Members: Kendalyn Harris, Richard Higginson
Beth Holbrook, John Pitt
City Manager: Gary Hill
City Attorney: Russell Mahan
City Engineer: Paul Rowland
City Planner: Chad Wilkinson
Department Directors & Personnel:
Allen Johnson, Power
Tyson Beck, Finance
Recording Secretary: Nikki Dandurand
Excused: Mayor: Randy C. Lewis

Official Notice of the Work Session and Regular Meeting had been given by posting a written notice of same and an Agenda at the City Hall and providing copies to the following newspapers of general circulation: Davis County Clipper, Standard Examiner, and on the Utah Public Notice Website.

Work Session – 6:02 p.m. – 6:55 p.m.
Planning Commission Room

Mayor Pro Tem John Marc Knight called the meeting to order, and welcomed those in attendance.

ZONING AND RE-SUBDIVISION POLICY DISCUSSION – MR. RUSSELL MAHAN AND MR. CHAD WILKINSON

Mr. Mahan stated that this work session is to discuss the existing policy on re-subdivision and whether to adopt it into the Bountiful City Land Use Ordinance. Since 2002 the Council has generally opposed re-subdivision and explained the rationale stated in the policy (Resolution 2002-09), which is also part of proposed Ordinance 2015-03. It is recommended by staff and Mr. Mahan to either include the policy in the Land Use Ordinance or rescind the policy. Councilman Higginson stated that three developers have applied to re-subdivide within an existing subdivision. Tonight, Council has five options to consider; adopt the ordinance as originally written (Version 1), adopt the ordinance as recommended by the Planning Commission (Version 2), adopt the ordinance in another form, not adopt an ordinance at all and rescind the policy, or do nothing. Staff recommends against option five. The Bountiful City Planning Commission met on January 20, 2015 and by a 4-3 vote, recommended that the re-subdivision policy be rescinded except in the instance of hillside developments, with that limited application being adopted into the Land Use Ordinance. They also unanimously recommended a moratorium be placed over the Val Verda area to give time to work on a specific plan. Mr. Mahan proceeded to show the specific provisions of Version 1 and Version 2 of the ordinance. He then added again, that this work session is strictly for Council discussion at this

1 point. Councilman Higginson asked what other cities in Davis County have re-subdivision policies.
2 Mr. Wilkinson responded that no other cities he is aware of have this policy. Council asked various
3 questions regarding the zoning, time standard for moratoriums, and specific names for subdivisions.
4

5 Mr. Rowland explained a storm water runoff issue, and that it is mitigated by detention
6 basins. Mr. Mahan said that generally the ordinance to vacate lots from subdivision is considered as
7 a part of final approval, but that we are accelerating this to the front of the process here. Councilman
8 Higginson stated it is important to remember that the proposed re-subdivision ordinance (agenda item
9 #8) is not specific to Val Verda, but includes all of Bountiful City and is in no connection with the
10 other three public hearings.

11
12 The Work Session adjourned at 6:55 p.m. to move into Regular Meeting.

13
14 **Regular Meeting – 7:02 p.m.**
15 **City Council Chambers**
16

17 Mayor Pro Tem Knight called the meeting to order at 7:02 p.m. and welcomed those in
18 attendance. Dennis Christensen, Bountiful 25th Ward, led the Pledge of Allegiance. Dave Badham,
19 Planning Commission, gave a prayer.
20

21 **APPROVAL OF MINUTES**

22 Minutes of the January 13, 2015 City Council Meeting were presented. Councilman
23 Higginson requested a clarification on page 6, line 7. Minutes read that Councilman Higginson noted
24 the BDAC was going to open February 19, 2015. After listening to the recorded audio, the correction
25 should be that Councilman Higginson inquired about the date for the opening of the BDAC, and Mr.
26 Paul Rowland responded with the correct date and first exhibit date. Councilman Higginson made a
27 motion to approve the minutes and Councilman Pitt seconded the motion. Voting was unanimous
28 with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.
29

30 **COUNCIL REPORTS**

31 Councilman Pitt reminded everyone of the BDAC opening next month and there will be a
32 fundraiser in effort to collect money for a new piano for the BDAC coming soon. There were no
33 other reports from Council.
34

35 **YOUTH COUNCIL REPORT**

36 Councilwoman Harris reported for the Youth Council that they will be attending their annual
37 day at the legislature this week with guest speaker Chief Ross.
38

39 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID DECEMBER 25,**
40 **2014 AND JANUARY 8 & 15, 2015**

41 Mayor Pro Tem Knight presented the weekly summaries paid on December 25, 2014 for
42 \$306,541.38, January 8, 2015 for \$103,618.03 and January 15, 2015 for \$906,150.21. Councilman
43 Higginson inquired about the recycling program. Mr. Rowland reported that the program is running
44 well with few calls from residents. The annual renewal of fees will be up soon, within the anticipated
45 budget approval. Mayor Pro Tem Knight added that Bountiful residents pay less than before.
46 Councilman Pitt moved to approve the reports as presented, and Councilman Higginson seconded the

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

3
4 **CONSIDER APPROVAL OF THE PROPOSAL FROM DOWN UNDER CONSTRUCTION**
5 **FOR DIRECTIONAL BORING AT 500 WEST AND 400 NORTH IN THE AMOUNT OF**
6 **\$23, 487 – MR. ALLEN JOHNSON**

7 Mr. Johnson met with the Power Commission this morning and they recommend this proposal
8 be approved. The work in this intersection needs to be done and we should do it while the road is
9 currently under construction. The low bid is from Down Under construction, with two other bids
10 being submitted. This cost will not be reimbursed from the state as it is part of a long term plan in the
11 power district’s budget. With the road currently under construction, we can expect to save
12 approximately \$10,000-15,000 in demo costs. There will be four conduits, approximately 500 feet in
13 length being run with the cable TV conduit. Councilman Higginson made a motion to approve the
14 proposal and Councilwoman Harris seconded the motion. Voting was unanimous with
15 Councilpersons Harris, Higginson, Holbrook Knight and Pitt voting “aye”.

16
17 **CONSIDER PRELIMINARY APPROVAL OF DEER HOLLOW STONE CREEK**
18 **SUBDIVISION, JOAN PETERSON, APPLICANT – MR. PAUL ROWLAND**

19 Mr. Rowland explained this area is currently zoned R-3, with a proposed four lot subdivision.
20 Currently on the property is a single family home, storm water is not a concern and no additional
21 streets will be added. All three additional lots will be required to access Davis Blvd. The Planning
22 Commission unanimously recommended this preliminary approval, with conditions met.
23 Councilman Higginson moved to approve the preliminary subdivision plans, and Councilman Pitt
24 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
25 Knight and Pitt voting “aye”.

26
27 **PUBLIC HEARING - CONSIDER APPROVAL OF ORDINANCE 2015-03 AMENDING THE**
28 **BOUNTIFUL CITY LAND USE ORDINANCE CONCERNING RE-SUBDIVISION WITHIN**
29 **EXISTING SUBDIVISIONS – MR. RUSSELL MAHAN**

30 Mr. Mahan stated the purpose of the proposed ordinance. The Land Use Ordinance is already
31 established and can be amended by the Planning Commission and City Council. There are not any
32 re-zoning or issues of house size within this ordinance, only the issue of re-subdivision. The
33 recommendation to the Council tonight is to either move the re-subdivision policy of Resolution
34 2002-09 into the Bountiful City Land Use Ordinance or to rescind the policy. The Planning
35 Commission recommended last week on a 4-3 vote that the City adopt the Version 2 of Ordinance
36 2015-03 and that Resolution 2002-09 be rescinded. The Planning Commission also recommended
37 that a moratorium be placed on the Val Verda area. Mayor Pro Tem Knight made note to all in
38 attendance that this ordinance has no bearing on the three other public hearings tonight. This
39 ordinance would be city wide in its application. The Council has five options: 1-adopt the original
40 ordinance (Version 1 of Ordinance 2015-03), 2-adopt the ordinance as recommended by the Planning
41 Commission (Version 2), 3-modify the ordinance in other ways, 4-not to adopt the ordinance and
42 rescind the policy, or 5-do nothing. Staff recommends that an action be taken tonight.

43
44 A public hearing was held on whether to amend the Bountiful City Land Use Ordinance to
45 include Ordinance 2015-03.

46 ***Public Hearing open: 7:40 p.m.***

1 **Public comments were as follows:**

- 2 • *Dave Badham – 3202 S. 75 E.* - Suggests this is not a one size fits all ordinance and
3 encourages Council to find another solution. The Planning Commission had a 4-3 vote, split
4 vote, for a reason. He would like to see the Val Verda area addressed separately.
5 • *Jolynn Wilson – 293 W. 3100 S.* – The Val Verda area is a great open space and would take a
6 huge popularity vote to change it.

7
8 Mayor Pro Tem Knight reiterated that this is just not the Val Verda issue.
9

10 Ms. Wilson continued that she echoes what Mr. Badham suggested on separating the Val
11 Verda area from this issue

- 12 • *Aric Jensen – 1305 Millbrook Way* – Mr. Jensen stated that no other cities that he knows of
13 have a re-subdivision ordinance. He agrees with the moratorium to further discuss the Val
14 Verda area.
15 • *Nate Pugsly – 4544 Ridge Crest Circle* – Concurs with Mr. Jensen’s statements. Re-
16 subdivision means growth and if the re-subdivision is a problem, then City Council can
17 always rezone.
18 • *Regan Sutalo – 2993 S. 100 W.* – Living in the Val Verda area was my choice and re-
19 subdivision is not right. This area should be left alone and not moved into a high-density
20 area.
21 • *Kathy Thurston – 333 W. 3100 S.* – Asked Council if there is a third option. Can we overlay
22 the whole city?

23
24 Mayor Pro Tem Knight asked if Ms. Thurston has a proposal.
25

26 Ms. Thurston continued that no she does not, but the whole city should propose a lower
27 density attitude.

- 28 • *Tony Evans – 2956 S. 650 E.* – Mr. Evans stated he had an interest for large property and
29 bought an acre, with the option of purchasing more. He does not want adjoining properties
30 with different values, but would consider how to re-subdivide within that reasoning.
31 • *Brian Knowlton- 630 E. 500 S.* –Targeted areas need to be re-subdivided for that is how a city
32 grows. His second point was the nest egg theory.
33 • *Dan Bramall – 3318 S. 200 W.* – Agrees with Mr. Badham. What about the option to
34 consider the land as historical land use and not just state land use. Mr. Bramall gave a
35 suggestion on how to divide new property.
36 • *Neil Moss – 3218 S. 200 W.* –Version 1 of the ordinance has seven very valid points. Can we
37 deal with those points, but still have flexibility?
38 • *Corey Peterson – 187 W. 3100 S.* – Mr. Peterson has slightly different thoughts than Mr.
39 Jensen, but overall expansion is good, but with the contraction back to rural.
40

41 **Public Hearing closed: 8:28 p.m.**
42

43 Mayor Pro Tem Knight moved to approve Version 1 of Ordinance 2015-03. The motion died
44 for lack of a second. Councilman Pitt asked if a discussion could be opened from Council. Mayor
45 Pro Tem Knight agreed. The Council discussed various points of zoning, a proposed moratorium on

1 the Val Verda area and recommendations to move forward.

2
3 Councilwoman Holbrook made a motion to adopt Version 2 of Ordinance 2015-03 and to
4 rescind Resolution 2002-09. Councilman Higginson seconded the motion. Mayor Pro Tem Knight
5 asked if the Council would reconsider and rule on just the moratorium. Councilman Higginson
6 disagreed. The Council discussed other options to the motion. Mayor Pro Tem called for a vote,
7 with Councilpersons Harris, Holbrook, Higginson, Pitt voting “aye”, Councilman Knight voting
8 “nay.” Mr. Mahan added that the moratorium must be in writing and will be brought back at the next
9 City Council meeting. Mr. Mahan stated that notice of the agenda including the moratorium will be
10 posted tomorrow.

11
12 **OLD ORCHARD SUBDIVISION, BRIAN KNOWLTON – MR. PAUL ROWLAND**

13 Mr. Knowlton is proposing a subdivision with five lots on two acres, with three lots on 3200
14 S. and two lots on 3025 S. Mr. Rowland explained that utilities are present, there are no additional
15 streets, and how storm water runoff will drain. The Planning Commission recommends preliminary
16 subdivision approval, with conditions as listed in the staff report. Mr. Mahan stated that although the
17 Planning Commission has recommended approval of this application, a public hearing should be
18 held. The applicant, Aric Jensen made a few comments before the public hearing opened.

19
20 A public hearing was held on whether to vacate the lots involved from the Val Verda
21 Subdivision for the purpose of being included in the new Old Orchard Subdivision, as stated in
22 proposed Ordinance 2015-04.

23
24 ***Public Hearing open: 9:14 p.m.***

25 ***Public comments were as follows:***

- 26
- 27 • *Dave Badham* – Concerned that this action is about the money, not the people. Is there an
option to widen to road?
 - 28 • *Kathy Thurston -333 W. 3100 S. /Violette Ouzounian 154 W. 3100 S.* - Upset with Aric Jensen
29 saying this was already approved
 - 30 • *Jessica Meyerson* – 219 W. 3000 S.- Never notified, except by mail and many others not
31 aware of these changes. It will affect the property taxes we pay.
 - 32 • *Paul Arnold* – 3234 S. 75 E. – Suggested a sidewalk in-between houses to main road
 - 33 • *Andy Sutalo* - 2993 S. 100 W. – concerned that five lots is too much, where are the
34 driveways?
 - 35 • *Jane Hendrickson* - 187 W. 3100 S. – was never notified, road needs to be widened
- 36

37 Councilman Pitt asked for a clarification on how residents are notified. Mr. Wilkinson responded
38 that zoning changes and subdivision vacations require different notices under State law and City
39 ordinance, and because this change is only a subdivision, only residents within a certain block radius
40 are notified. A resident was concerned because she was not notified, and Mr. Wilkinson again said
41 that it is based on subdivision boundaries, not by address.

- 42
- 43 • **Corey Peterson** – 187 W. 3100 S. – concerned about the rezoning
 - 44 • *Joann Clapham*– 383 W.3100 S. - would like to purchase more property in the Val Verda
45 area, but not given the opportunity, would like to block developers
 - 46 • *Steven Bennion* - 23 E. 2400 S. – gave historical background of Val Verda area

- 1 • Gary Lund – 3026 S. 150 W. – glad to have more people come in and enjoy the area, makes a
2 good community
3

4 **Public Hearing closed: 10:05 p.m.**

5
6 Councilman Pitt made a motion to approve Ordinance 2015-04, and Councilwoman Holbrook
7 seconded the motion. Councilman Pitt stated that there are still many questions on this particular
8 issue and is hesitant to move forward, but a moratorium on the Val Verda area would be a good start.
9 Councilman Higginson stated that Val Verda is a great area with large lots and we don't want it to go
10 away, but we need to protect what's left. Mayor Pro Tem Knight asked for the vote, with
11 Councilpersons Harris, Holbrook, Higginson and Pitt voting "aye" and Councilman Knight voting
12 "nay." Ordinance 2015-04 was approved by a 4-1 vote.
13

14 Councilwoman Holbrook made a motion to give preliminary subdivision approval of the Old
15 Orchard subdivision, and Councilwoman Harris seconded the motion. Councilpersons Harris,
16 Holbrook, Higginson and Pitt voted "aye", and Councilman Knight voting "nay." Preliminary
17 subdivision approval was approved by a 4-1 vote.
18

19 **VAL VERDA MEADOWS SUBDIVISION, BRIGHTON HOMES – MR. PAUL ROWLAND**

20 Mr. Rowland stated that the property in review is the Schulties property, where Brighton
21 Homes is proposing to build a nine lot subdivision; with four lots to front onto 200 West Street and
22 five lots to front onto a new cul-de-sac. These plans meet all R-4 zoning requirements; and will
23 provide materials to fix current curb/gutter problems and substandard streets on 200 West. Because
24 of the then-existing re-subdivision policy, the Planning Commission made no recommendation on
25 approval of this subdivision, but if the Council approves, it should do so with the stated conditions,
26 and the Council will need to vacate the Schulties lots from the Val Verda Subdivision by ordinance.
27 Councilman Higginson reported that the Planning Commission was hesitant to recommend approval
28 because the cul-de-sac runs alongside the neighbor's property without any buffer.
29

30 Nate Pugsley, a developer with Brighton Homes, stated to the Council that there were
31 different variations considered on this property. He stated he believes they have met ordinance
32 requirements.
33

34 A public hearing was held on whether to vacate the lots involved from the Val Verda
35 Subdivision for the purpose of being included in the new Val Verda Meadows Subdivision, as stated
36 in proposed Ordinance 2015-05.
37

38 **Public Hearing open: 10:20 p.m.**

39 **Public comments were as follows:**

- 40 • Jolynn Wilson – objected to the new proposed road because it would border her property. She
41 has developed an urban garden and this would greatly affect it. Also claims the city has
42 violated her due process rights and illegally performed a zone change. She is not against
43 development, but big homes are not the answer.
- 44 • Dan Brammel – 3318 S. 200 W. – Original owners, the Shulties, can sell whenever they want,
45 but is concerned about the lot sizes, would like to see larger lots sold, amend as a protected
46 zone and possibly an overlay.

- 1 • *Dave Badham* – agrees with Mr. Brammel, would like to see moratorium in place.
- 2 • *Cory Peterson* – Does not agree with any re-subdivision

3
4 Councilwoman Harris asked how are the lot sizes verified. Mr. Rowland responded that only the
5 preliminary plats are approved tonight. Before completion, it will all be surveyed again and there
6 could be some difference at that point ie. side yards, etc.

- 7
8 • *Steffanie Holdstock - 3286 S. 200 W.* – Agrees that the Shulties have right to sell their own
9 property, but the multiple lots are excessive. Can Brighton minimize the lots legally? Please
10 consider the neighbors while building

11
12 Mayor Pro Tem Knight addressed Ms. Holdstock question that our city engineer can discuss the
13 lot sizes with the developer.

- 14
15 • *Don Schulties* – 4380 Hidden Lake Dr. – owner of the property for 60 years. His father
16 bought the land for his family and we are using these rights to protect our family. Please
17 show us respect as well, as we choose to sell and build this land. There will only be seven
18 lots, not nine, on the property.
- 19 • *Cari Moss* – 3218 S. 200 W. – Would like to see an overlay for Val Verda, 200 W. traffic is
20 not good and with more density it will cause problems.

21
22 ***Public Hearing closed: 10:55 p.m.***

23
24 Councilman Pitt stated that the Planning Commission did not recommend in favor of vacating
25 the lots from the subdivision, and that he did not like the course of the proposed new road. He made
26 a motion to deny Ordinance 2015-05 to vacate the lots from the Val Verda Subdivision. Councilman
27 Higginson asked about the Councils options. Mr. Mahan said this was a legislative act and that the
28 Council had discretion. Councilman Higginson asked that findings be adopted by the Council after
29 the fact. He stated that he does not like this cul-de-sac at all, and that he is opposed to it because it is
30 so intrusive to the neighbor. He also does not like the lots on 200 West Street. He hopes that
31 something more acceptable can be proposed. Councilman Pitt suggested that there needs to be
32 further investigation into a policy for the Val Verda area. Councilwoman Holbrook agreed with
33 Councilman Higginson about the cul-de-sac and would like to see something different, but we do
34 need to recognize that the Schulties have the right to sell and there needs to be a good conclusion
35 with the developer. It does fit in the R-4 zone, but does not like the design. Councilman Pitt says he
36 objects to this particular design. Councilman Higginson seconded the motion to deny Ordinance
37 2015-05. Councilmen Higginson, Knight and Pitt voted “aye”, Councilwomen Harris and Holbrook
38 voted ‘nay’. The vacation ordinance fails.

39
40 Councilman Pitt made a motion to deny preliminary subdivision approval of the Val Verda
41 Meadows subdivision, and Councilman Higginson seconded the motion. Councilpersons Higginson,
42 Knight and Pitt voted “aye”, Councilwomen Harris and Holbrook voted “nay.” Preliminary
43 Subdivision approval is denied.

44
45 **RUTH ESTATES SUBDIVISION, BOB LINDSEY – MR. PAUL ROWLAND**

46 Mr. Rowland stated that Mr. Lindsey is proposing an eight lot subdivision on 50 E. 3100 S.

1 with a cul-de-sac. The area is currently zoned as R-3. Because of the issue of the re-subdivision
2 policy then existing, the Planning Commission made no recommendation, but if approved the
3 Council will need to vacate the lots, with conditions stated. Mr. Lindsey made a few comments. He
4 noted that the actual lot size is 3.2 acres, not 2.3 as printed. This is an existing property and has great
5 cooperation from the neighbors. These are very unique lots and covenants will be enacted to protect
6 the area, but many homes will be affordable.
7

8 A public hearing was held on whether to vacate the lots involved from the Val Verda
9 Subdivision for the purpose of being included in the new Ruth Estates Subdivision, as stated in
10 proposed Ordinance 2015-05 (having been numbered as 2015-06 on the agenda).
11

12 **Public Hearing open: 11:10 p.m.**

13 **Public comments were as follows:**

- 14 • *Becky Lindsey – 3187 S. 200 E.* – Her grandfather purchased this land years ago. Five
15 generations have lived on the land and thankfully it has been subdivided to the children
- 16 • *Dave Badham – 3202 S. 75 E.* – Likes this property re-subdivision
- 17 • *Paul Arnold – 75 E. 3234 S.* - Likes what Mr. Lindsey is proposing, real asset to the area
- 18 • *Tony Ivers – 22 E. 3100 S.* – Does not like the proposed plans, is there a better alternative?
- 19 • *Dave Badham* - Request of the neighbors to include a cat-walk in the area.
- 20 • *Steven Bennion* – Mr. Lindsey is doing a great job, cat walk is a great idea
21

22 **Public Hearing closed: 11:30 p.m.**

23
24 Councilwoman Harris made a motion to approve Ordinance 2015-05, Councilwoman
25 Holbrook seconded the motion. Councilpersons Harris, Holbrook, Higginson and Pitt voted “aye”,
26 Councilman Knight voted “nay.” Ordinance 2015-05 passed with a 4-1 vote.
27

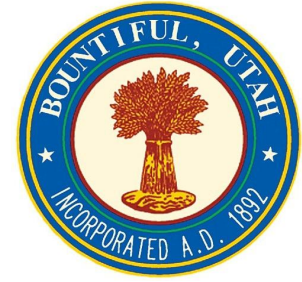
28 Councilman Higginson made a motion to give preliminary subdivision approval to Ruth
29 Estates subdivision, with the seven conditions stated. Councilwoman Harris seconded the motion.
30 Councilperson Harris, Holbrook, Higginson and Pitt voted “aye”, Councilman Knight voted “nay.”
31 Preliminary approval was passed with a 4-1 vote.
32

33 Mayor Pro Tem Knight moved to adjourn the meeting, with all Councilpersons voting aye.
34 The regular meeting of the City Council was adjourned at 11:30 p.m.
35
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37

38 _____
39 RANDY C. LEWIS, Mayor
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44 _____
45 SHAWNA ANDRUS, City Recorder
46

City Council Staff Report



Subject: Expenditures for invoices > \$1,000 paid January 22 & 29, 2015

Author: Heidi Voordeckers, Assistant Finance Director

Department: Finance

Date: February 2, 2015

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.

Recommendation

Council should review and approve the attached expenditures.

Significant Impacts

None

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid January 22 & 29, 2015.

EXPENDITURE REPORT FOR INVOICES > \$1,000.00

Paid January 22, 2015

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>ORG</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>	
1212	ASPLUNDH TREE EXPERT	535300	Light & Power	53.448632	Distribution	\$ 4,774.58	180905	83Q30414	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	535300	Light & Power	53.448632	Distribution	4,883.84	180905	84I96914	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	535300	Light & Power	53.448632	Distribution	5,140.40	180905	83Q30314	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	535300	Light & Power	53.448632	Distribution	5,140.40	180905	84I97014	TREE TRIMMING
5500	BOWEN COLLINS & ASSOC.	104450	Engineering	10.431000	Profess & Tech Services	1,771.50	180911	12128	PROF SVCS-FEMA FIS REVIEW/DAVIS COUNTY
1473	BROKEN ARROW	104410	Streets	10.441100	Special Highway Supplies	50,960.34	180912	17920	ROAD SALT
1888	DAVIS COUNTY GOVERNMENT	515100	Water	51.431000	Profess & Tech Services	3,024.00	180932	69565	LAB FEES/SAMPLING
1888	DAVIS COUNTY GOVERNMENT	104210	Police	10.431600	Animal Control Services	5,077.76	180932	69261	11/14 ANIMAL CONTROL, DOCUMENT IMAGES
2799	KELLERSTRASS ENTERPRISE	104410	Streets	10.425000	Equip Supplies & Maint	10,890.33	180943	239560	FUEL PURCHASE
3607	QUESTAR GAS	585800	Sanitation	58.427000	Utilities	1,802.17	180950	01122015	AC#2893910000
3607	QUESTAR GAS	535300	Light & Power	53.448611	Natural Gas	9,431.49	180950	01072015C	AC#6056810000
4016	SPRINT	104210	Police	10.425200	Communication Equip Maint	1,296.64	180954	01122015	AC#456251837-054
4285	TYLER TECHNOLOGIES	454136	Information Systems	45.474500	Machinery & Equipment	5,214.36	180959	45-123344	TRAINING,PER DIEM,AUTO,LODGING,AIRFARE
4285	TYLER TECHNOLOGIES	454136	Information Systems	45.474500	Machinery & Equipment	5,976.41	180959	45-124804	IMPLEMENTATION,PER DIEM,GAS,AUTO RNTL,LODGING
4329	US BANK	304710	Debt Service	30.484000	Paying Agents Fees	1,600.00	180962	3859963	SALES TAX REV REFUNDING BONDS SERIES 2009 ADMIN FEES
4450	VERIZON WIRELESS	535300	Light & Power	53.448641	Communication Equipment	2,056.13	180965	9738060597	AC#371517689-00001
TOTAL:						<u>\$ 119,040.35</u>			

Expenditure Report for Invoices > \$1,000.00

Paid January 29, 2015

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>ORG</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1067	AL-JON MANUFACTURING	575700	Landfill	57.425000	Equip Supplies & Maint	\$ 2,037.59	180985	145008-IN	MAINT ITEMS FOR AL-JON COMPACTOR
1609	CENTERVILLE REDEVELOPMENT	838300	RAP Tax	83.475300	Interlocal Payment-Centerville	29,215.76	180991	01222015	MONTHLY REMITTANCE @ 90% OF COLLECTIONS
1860	DANIEL'S PAINTING	515100	Water	51.431000	Profess & Tech Services	5,930.00	180993	9096	INTERIOR PAINT/WATER DEPT GENERAL AREAS
1888	DAVIS COUNTY GOVERNMENT	104210	Police	10.431600	Animal Control Services	5,077.76	180994	69644	12/14 ANIMAL CONTROL AND DOCUMENT IMAGES
1975	DLT SOLUTIONS, INC.	535300	Light & Power	53.429300	Computer	2,379.96	180997	SI275994	ANNUAL DESIGN SUBSCRIPTION 1 YR AUTODESK/3
2055	ELECTRICAL CONSULTANT	535300	Light & Power	53.474780	CIP 08 Dist Sub SW Sub	16,473.50	181000	60115	SUBSTATION DESIGN
2350	GREEN SOURCE, L.L.C.	555500	Golf Course	55.426000	Bldg & Grnd Suppl & Maint	1,230.00	181009	GS121015	FERTILIZER
5365	GSBS ARCHITECTS	454110	Legislative	45.472100	Buildings	7,576.40	181011	32128	BUILDING STRUCTURAL STUDY-STOKER SCHOOL
2446	HD SUPPLY POWER SOLUTIONS	535300	Light & Power	53.448632	Distribution	1,547.50	181016	2741734-00	100A CUTOUPS, ARRESTOR ELBOWS,ELECT TAPE
2530	HORIZON CREDIT UNION	535300	Light & Power	53.445201	Safety Equipment	2,199.50	181022	01272015	SAFETY AWARD GIFT CARDS
2614	INTERMOUNTAIN GEOENV.	444110	Legislative	44.472100	Buildings	1,930.00	181030	536-002-04	12/14 SVCS-PAUL WHEELER WALL FAILURE
2689	JB TIRE	104410	Streets	10.425000	Equip Supplies & Maint	1,711.00	181032	24912	RE-CAPPED DRIVE TIRES/PLOW TRUCKS
5549	JRCA ARCHITECTS,INC	535300	Light & Power	53.472100	Buildings	6,431.74	181033	14041-01	SCHEMATIC DESIGN-POWER DEPT
4844	LEGACY EQUIPMENT	585800	Sanitation	58.474600	Vehicles	114,356.00	181036	67589	HEIL SANITATION TRUCK BODY UNIT #2459
2930	LEON POULSEN CONSTRUCTION	104410	Streets	10.473400	Concrete Repairs	1,276.80	181037	6426	CONCRETE REPAIRS
2930	LEON POULSEN CONSTRUCTION	535300	Light & Power	53.448632	Distribution	3,316.74	181037	6426	CONCRETE REPAIRS
2930	LEON POULSEN CONSTRUCTION	555500	Golf Course	55.426100	Special Projects	6,642.03	181037	6426	CONCRETE REPAIRS
2930	LEON POULSEN CONSTRUCTION	555500	Golf Course	55.473100	Improv Other Than Bldgs	12,236.00	181037	6426	CONCRETE REPAIRS
3038	MBL HOME IMPROVEMENT	104110	Legislative	10.426050	Bldg/Grnds Maint - Stoker	3,947.00	181040	1239	ALUM FASCIA,RAIN GUTTERS & WOOD/STOKER SCHOOL
3043	MCCOMB, KENT	555500	Golf Course	55.423000	Travel & Training	1,426.80	181041	01212015	UT SECTION PGA WINTER MTGS & CONF ST GRG 2/9-12/15
3195	MOUNTAIN STATES SUPPLY	515100	Water	51.448400	Dist System Repair & Maint	4,189.95	181044	S101256425.001	SETTER
3458	PETERBILT OF UTAH	585800	Sanitation	58.474600	Vehicles	130,899.00	181050	295561	#3BPZLJ0X5FF295561 SAN TRK CHASSIS UNIT #2459
3476	PHOENIX DISTRIBUTORS	104210	Police	10.445100	Public Safety Supplies	6,500.00	181051	3667	5 COLT RIFLES MODEL LE6946
3633	RADWELL INTERNATIONAL	535300	Light & Power	53.448628	Pineview Hydro	3,005.00	181052	INV2092757	REPAIR PINEVIEW CHART RECORDER
3790	RURAL WATER ASSOC OF	515100	Water	51.421000	Books Subscr & Mmbrshp	1,400.00	181056	01122015	ANNUAL RNWL WATER/WASTEWATER SYSTEMS 12/15 TO 1/16
5538	S.V.C.I. SPECIALTY	104210	Police	10.425430	Service & Parts	9,435.00	181057	1223	OVERHEAD CABINET, AC/DC PANEL, SIDE STEP, FLOORING
4808	SMITH HYATT ARCHITECTS	737300	Redevelopment Agency	73.426100	Special Projects	1,581.25	181059	2367	BDAC REMODEL
4341	UTAH ASSOCIATED MUN.	535300	Light & Power	53.448621	Power Purch IPP	2,072.78	181065	01262015	12/14 POWER PURCHASE
4341	UTAH ASSOCIATED MUN.	535300	Light & Power	53.448622	Power Purch San Juan	156,846.86	181065	01262015	12/14 POWER PURCHASE
4341	UTAH ASSOCIATED MUN.	535300	Light & Power	53.448620	Power Purch CRSP	372,773.65	181065	01262015	12/14 POWER PURCHASE
4341	UTAH ASSOCIATED MUN.	535300	Light & Power	53.448626	Power Purch UAMPS (Pool, etc)	547,257.87	181065	01262015	12/14 POWER PURCHASE
TOTAL:						<u>\$ 1,462,903.44</u>			

City Council Staff Report



Subject: ValVerda Moratorium Ordinance
Author: City Attorney Russell Mahan
Date: 10 February 2015

Background

At the meeting on January 27th the City Council considered the recommendation of the Planning Commission for a moratorium on the ValVerda area while studying some kind of overlay or other special zone. The Utah Legislature has given cities the authority to pass temporary land use regulations without the usual public notice and Planning Commission review. Section 10-9a-504 of the Utah Code allows a six month moratorium if the City Council finds that there is a compelling, countervailing public interest.

Analysis

The proposed ordinance is written to prohibit any subdivision, re-subdivision or re-zoning within the original 1916 ValVerda subdivision. It would not affect individual house construction conforming to the Land Use Ordinance. A six month moratorium would give a time out the City to look into the issues discussed on January 27th and report back. The moratorium specifically exempts applications filed prior to January 28th, which would include the Brighton Homes subdivision. This moratorium and study may carry a fiscal note. A consultant may be needed to be retained to study the area and make recommendations.

Department Review

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

Significant Impacts

Because this land use prohibition is temporary, it should have no significant impact on developers. However, the opportunity for planning and review before more development occurs within the designated area could be of great benefit to the City.

Recommendation

Based on the request of the Council to prepare the ordinance, it is recommended that Ordinance 2015-06 be approved.

Attachments

Bountiful City Ordinance 2015-06.



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. 2015-06

An Ordinance adopting a zoning regulation imposing a six month moratorium upon, and prohibiting the processing of applications and approvals, for subdivisions, re-subdivisions, and re-zonings within the area of the historic Valverda Subdivision of 1916.

It is the finding of the Bountiful City Council that:

1. The Valverda Subdivision area is a historic treasure of Bountiful City. It is an area of open land and agricultural uses, and ought to be protected and preserved by area-specific zoning regulations. Subdivision and housing development is rapidly threatening to forever change the neighborhood, and time is needed to consider appropriate regulations.
2. Section 10-9a-504 of the Utah Code empowers the Bountiful City Council to enact, without a public hearing and without prior consideration or recommendation from the Planning Commission, an ordinance establishing a temporary zoning regulation for any part or all of the City, which may be in effect for a time not to exceed six months.
3. Section 10-8-84 of the Utah Code empowers the Bountiful City Council to pass all ordinances as are necessary and proper to provide for the safety and preserve the health, promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants.
4. For the reasons stated in paragraph 1 above, this temporary land use ordinance is of compelling, countervailing public interest.

Therefore, it is ordained by the City Council of Bountiful, Utah, as follows:

Section 1. There is hereby imposed a six month moratorium prohibiting the processing, consideration and approval of applications for subdivisions, re-subdivisions, and re-zonings within the area of the historic Valverda Subdivision of 1916. This moratorium does not apply to complete applications that were filed prior to January 28, 2015.

Section 2. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 3. This ordinance shall take effect immediately upon first publication, and remain in effect for a period of six months unless sooner repealed.

Adopted this 10th day of February, 2015.

BOUNTIFUL CITY

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Val Verda Meadows Subdivision Findings
Author: City Attorney Russell Mahan
Date: 10 February 2015

Background

At the meeting on January 27th the City Council voted 3 to 2 to disapprove the vacation ordinance for Val Verda Meadows Subdivision and to disapprove preliminary subdivision approval. At the time I said proposed Findings would be brought to the Council for approval.

Analysis

It is the purpose of the Findings to give a written statement and explanation of the vote of the City Council. The attachments are not included, but you can see what they are from the contents of the document. It is intended as an expression of the Council's reasoning for its vote, and if it is in error at any point it should be changed to meet what the Council was intending.

Department Review

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

Significant Impacts

These Findings and Conclusions create a legal statement of the Council's action.

Recommendation

It is recommended that the Council adopt these Findings, or as modified by the Council. As the Council's action was on a split vote of 3 to 2, it is to be expected that the vote for these Findings would also be split 3 to 2.

Attachments

Findings & Conclusions.

**Before the
Bountiful City Council**

Application for Preliminary Subdivision Approval & Consideration of Vacation Ordinance :
: **Council Findings and Conclusions**
Brighton Homes, Applicant, for land at 200 West 3100 South in Bountiful, Utah :

The application of Brighton Development Utah LLC (hereinafter “Brighton Homes”) for preliminary subdivision approval for Val Verda Meadows Subdivision, which necessarily requires a subdivision vacation ordinance, for a proposed development at 200 West on 3100 South in Bountiful, Utah, came before the Bountiful City Council for a hearing on Tuesday, January 27, 2015. Following comments from City staff and from representatives of Brighton Homes, a public hearing was held in which public comment was taken. The City Council then considered the matter and voted 3 to 2 to reject the ordinance vacating the lots from the existing ValVerda Subdivision in order create a new Val Verda Meadows Subdivision, and voted 3 to 2 to deny the application for preliminary subdivision approval. The City Council met on Tuesday, February 10, 2015, and adopted these Findings and Conclusions.

The Bountiful City Council hereby adopts these Findings and Conclusions pertaining to preliminary subdivision approval and an ordinance vacating property to be included in a new Val Verda Meadows Subdivision.

1. The application of Brighton Homes for preliminary subdivision approval for Val Verda Meadows Subdivision has been properly submitted and received by City staff. The application and the City file on it are designated as Exhibit #1.

2. The undeveloped property located at approximately 200 West 3100 South is owned by the Schulties family, which has authorized the application by Brighton Homes.

3. The current zoning of this land is R-4 (Single Family Residential, four units per acre).

4. The Bountiful City Planning Commission fully considered the application for preliminary subdivision approval on December 16, 2014. The Planning Commission found that the proposed subdivision met the requirements of the Bountiful City Land Use Ordinance but recommended that the City Council consider the application under the re-subdivision policy of the City Council in Resolution 2002-09. The Planning Commission did not make a recommendation for or against preliminary subdivision approval. Planning Commission minutes are attached as Exhibit 2. Bountiful City Council Resolution 2002-09 is attached as Exhibit 3.

5. The application for preliminary subdivision approval was properly noticed for consideration on January 27, 2015, by the Bountiful City Council. The City Council agenda for that meeting is attached as Exhibit 4.

6. At the Bountiful City Council meeting on January 27, 2015, the Council considered whether to continue the re-subdivision policy expressed in City Council Resolution 2002-09. The City Council voted 4 to 1 to rescind Resolution 2002-09. City Council minutes for that meeting are attached as Exhibit #5.

7. At the Bountiful City Council meeting on January 27, 2015, the Council considered the application for preliminary subdivision approval and whether to adopt proposed Ordinance 2015-05 vacating the Schulties properties from ValVerda Subdivision for the purpose of creating the new Val Verda Meadows Subdivision. A copy of the proposed Ordinance 2015-05 is attached as Exhibit #6.

8. Prior to the January 27, 2015, Council meeting, the City Engineer and City Planning Director gave the City Council a staff report on the proposed subdivision. A copy of the staff report is attached as Exhibit #7.

9. Lawful notice was given of the proposed vacation of the Schulties property from the ValVerda Subdivision for the purpose of incorporating it into the new Val Verda Meadows Subdivision proposed by the applicants. Written comments from some citizens were received by the City prior to the hearing on January 27, 2015, which are included in Exhibit 1. A public hearing was held and comments received from the City Engineer, the applicants, and members of the public.

10. The Bountiful City Council makes the following findings and conclusions:

(a) The following Utah State statutes and Bountiful City Ordinances apply to the City Council's consideration of the Val Verda Meadows Subdivision:

(1) §14-20-101(A) of the Bountiful City Land Use Ordinance provides:
“The underlying purpose and intent of this Subdivision Ordinance is to promote the health, safety, convenience, good order, aesthetics and general welfare of the

present and future inhabitants of the City. Any proposed subdivision and its ultimate use shall be in the best interest of the public and shall be in harmony with good neighborhood development of the area concerned and of the City as a whole.”

(2) §10-9a-609(3) of the Utah Code provides: “(a) A legislative body may vacate a subdivision or a portion of a subdivision by recording in the county recorder’s office an ordinance describing the subdivision or the portion being vacated. (b) The recorded vacating ordinance shall replace a previously recorded plat described in the vacating ordinance.”

(3) §10-9a-609(1) provides: “The land use authority may approve the vacation or amendment of a plat...if the land use authority finds that: (a) there is good cause for the vacation....”

(4) §14-20-501(A) of the Bountiful City Land Use Ordinance provides: “No subdivision...which has been recorded with the Davis County Recorder according to law may be altered, amended or vacated, in whole or in part, until the proposed alteration, amendment or subdivision has been approved by the City Council.....”

(5) §14-20-501(D) of the Bountiful City Land Use Ordinance provides: “The hearing concerning the proposed amendment or vacation shall be considered upon the criteria set forth in the Utah Code and in City ordinances.”

(6) §6-2-121 of the Bountiful City Code provides: “Any cul-de-sac or other dead-end street...shall conform to the following conditions: (a) The maximum downhill grade of any dead-end street shall be four percent, (4%), measured at any point.” The City Council concludes that the east to west slope of the ground within the proposed subdivision means that no cul de sac can be brought at ground level into the proposed Val Verda Meadows Subdivision from 200 West Street. In the alternative, if the street does not exceed 4% downhill grade, the street will be over ten feet into the air above existing grade.

(7) §14-20-307(B)(4) provides: “Interior lots having frontage on two streets are prohibited.” The City Council therefore concludes that the subdivision layout of Val Verda Meadows cannot include any lots that front onto two streets (except corner lots).

(b) The City Council makes the following Findings and Conclusions:

(1) The proposed subdivision and the proposed ordinance to vacate the area from the ValVerda Subdivision have met substantial opposition from

neighboring property owners and the public.

(2) The neighbor directly to the west of the proposed subdivision, Jo Lynn Wilson, opposes the subdivision and the vacation ordinance in general, and objects specifically to the street that is proposed to border her east property line.

(3) The proposed cul de sac of Val Verda Meadows would go for a distance directly along the property line with Jo Lynn Wilson. Such a configuration would effectively make her lot double fronting, facing onto both 3100 South and the new cul de sac, which is prohibited by City ordinance.

(4) The course of the proposed cul de sac along the property line also impairs the future ability of the Wilson property to be developed on its own merits, forcing it to align on the cul de sac of the Val Verda Meadows Subdivision. Any Wilson property development could not have its own coherency and pattern but instead must conform with the street that is imposed upon it by the presence of the Brighton Homes street along the property line. This constitutes an unfair imposition onto the property rights of the Wilson property, and a corresponding unfair benefit to the Val Verda Meadows Subdivision. This situation is not good order, is not in the best interest of the public, and is not in harmony with good neighborhood development of the area concerned.

(5) These facts show that as proposed Val Verda Meadows Subdivision cannot be a self-contained development within its own boundaries, and does not have enough land area to accommodate the street and lots proposed.

(c) The City Council finds and concludes that, for the reasons stated in the documents, in the comments of staff, applicants and public, and in these Findings and Conclusions, that:

(1) the proposed Val Verda Meadows Subdivision as proposed does not “promote the...convenience, good order, ...and general welfare of the present and future inhabitants of the City” and is not “in the best interest of the public” and is not “in harmony with good neighborhood development of the area concerned” under §14-20-201(A) of the Bountiful City Land Use Ordinance

(2) there is not “good cause for the vacation” under §10-9a-609(1) of the Utah Code, and that the vacation ordinance should not be approved.

(3) the proposed Ordinance 2015-05 vacating the Schulties property from the ValVerda Subdivision should not be approved.

11. The City Council voted 3 to 2 to disapprove proposed Ordinance 2015-05, which would have vacated the Schulties properties from the ValVerda Subdivision.

12. The City Council at its January 27, 2015, meeting also considered the issue of preliminary subdivision approval for the Val Verda Meadows Subdivision.

(a) §14-20-201(E) of the Bountiful City Land Use Ordinance provides: “The City Council shall review the subdivision for preliminary approval and shall approve it, approve it with stated conditions, or disapprove it with stated reasons.”

(b) For the reasons stated in these Findings, the proposed Val Verda Meadows Subdivision plan does not meet the requirements of the Bountiful City Land Use Ordinance quoted herein. It does not meet the intent of the City Ordinance because it is contrary to good order, is not in the best interest of the public, and is not in harmony with good neighborhood development of the area concerned.

(c) It is the finding of the Council that with the disapproval of the proposed Ordinance 2015-05 concerning vacation of the Schulties properties from the ValVerda Subdivision, it is impossible to grant preliminary subdivision approval to Val Verda Meadows because it cannot now be vacated from the current subdivision, and therefore cannot meet the requirements of the Bountiful City Land Use Ordinance and the Utah State Code.

(d) For the reasons stated in the documents, in the comments of the staff, applicants and public, and in these Findings and Conclusions, the City Council voted 3 to 2 to disapprove preliminary subdivision approval for Val Verda Meadows Subdivision.

13. The minutes of the January 27, 2015, City Council meeting are attached as Exhibit #8.

14. The minutes of the February 10, 2015, City Council meeting are directed to be attached to these Findings and Conclusions as Exhibit #9.

These Findings and Conclusions are adopted this 10th day of February, 2015.

Mayor Randy C. Lewis

Attest:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Public Hearing-Fire Access and Sprinkler Standards

Applicant: Bountiful City

Department: Planning and Zoning

Author: Tayler Jensen, Assistant Planner;

Chad Wilkinson, Planning Director

Date: February 10, 2015

Background

The proposed amendment would allow for homes built more than 150 feet from a public street within the R-3 and R-4 zones to provide either pressurized sprinklers, or a fire access road and turnaround for fire mitigation, while clarifying that homes constructed within the Foothill zone (R-F) would continue to require sprinklers and access roads.

Analysis

Currently the City Code calls for proposals to construct a primary residential structure more than one 150 feet from a public street in all single family residential zones to include a residential fire suppression system (sprinklers) in addition to an access road or driveway which meet the following standards: be two and a half (2 ½") inches of asphalt or five (5") inches of concrete over six (6") inches of compacted road base. Be a minimum of twenty (20') feet wide, and include a turn-around at the end of the access in accordance with the standards and specifications of Article 10 of the International Fire Code and in accordance with the minimum requirements of figure 4-1. The City has received requests to review this policy to allow new developments to place either an access road subject to the access requirements described in the code or a pressurized sprinkling system as an alternative approved by the Fire Marshal.

The trend to encourage sprinklers began in 2000, and most cities have adopted standards to encourage residential fire sprinklers, however, recent changes to State law have limited the circumstances in which fire sprinklers can be required in conjunction with a single family home. The proposed ordinance removes a burden to development by requiring that the developer either construct an access road or that fire sprinklers be placed in homes more than 150 feet from a public street in R-3 and R-4 zones at the discretion of the Fire Marshall. The requirement for access roads and sprinklers would be maintained for the R-F Zone as this has been in place there since 1976 and is consistent with State Law which allows for requiring residential fire sprinklers in wild land interface areas such as the foothill zone. Staff met with the Fire Marshal in drafting this ordinance, who has endorsed the ordinance change.

Department Review

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

Significant Impacts

The proposal would allow new homes over one hundred and fifty (150) feet from a public street in R-3 and R-4 zones to either construct a fire access road, or sprinkler the house rather than requiring both. The impacts are expected to be limited since the number of homes built this distance from a public street is limited.

Recommendation

The Planning Commission reviewed the application on February 3, 2015 and recommends that the City Council approve the proposed ordinance modification to fire sprinkler and site access standards for single family residential homes.

Attachments

1. Proposed Ordinance Amendment

Proposed Ordinance

CHAPTER 4

14-4-115 LOT ACCESS AND SITE LAYOUT

Each proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall be reviewed and approved by the Administrative Committee and Fire Marshall prior to receiving a building permit. ~~Furthermore, any proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall also include a residential fire suppression system (sprinklers), and all other criteria as set forth below; Furthermore, all proposals must adhere to Section 503 of the International Fire Code, as adopted by the South Davis Metro Fire Agency and all other criteria as set forth below. No primary residential structure may be located more than five hundred (500) feet from a public street, without exception. All measurements shall be taken from the edge of the public R.O.W. along the centerline of the driveway or private access road to the nearest point of the primary structure.~~

All of the following must be met before the Administrative Committee may grant approval:

- A. An access road or driveway shall be provided which meets the following standards:
 1. Surface. An all-weather surface capable of supporting the imposed load of fire apparatus shall be provided. If constructed of asphalt, the access road or driveway shall be a minimum of two and one-half (2 1/2) inches of asphalt over a minimum of six (6) inches of compacted road base. If constructed of concrete, the access road or driveway shall have a minimum of five (5) inches of concrete over a compacted road base.

The access road or driveway shall be maintained by the property owner or possessor of the premises in good condition and repair and with adequate snow removal so as to provide free and uninhibited access by emergency service vehicles.

2. The access road or driveway shall be a minimum of twenty (20) feet wide. Where such roadway is adjacent to required fire hydrants, the width shall be a minimum of twenty-six (26) feet within twenty (20) feet in either direction from the hydrant. Such required widths shall be unobstructed, including parking of vehicles, and shall have a minimum vertical clearance of thirteen (13) feet six (6) inches.
3. A turn-around shall be provided at the end of the access road or driveway in accordance with the standards and specifications of Article 10 of the International Fire Code and in accordance with the minimum requirements of Figure 4-1. The minimum turning radii for all turns and/or curves shall conform to the forty-five (45) foot radius single unit truck or bus contemplated in Figure 4-4. If access roads are not looped, then the provided dead end access road shall meet the requirements in Figure 4-2.
4. An access road or driveway shall be extended to within one hundred fifty (150) feet of all portions of the exterior walls of the first story of any building.
5. The maximum grade for access roads or driveways shall not exceed fifteen (15) percent at any point as measured along the centerline of the access road or driveway.
6. Each property owner shall identify and mark fire lanes to the satisfaction and approval of the Fire Marshall. Signs shall be posted near the entrances of access roadways and driveways. Spacing and placing of signs shall be subject to the approval of the Fire Marshall. Signs shall be a minimum of twelve (12) inches by eighteen (18) inches in two and one-half (2.5) inch block lettering with one-half (.5) inch stroke on a contrasting background. Signs shall read "No Parking - Fire Department Access Road".
7. The property owner or possessor of the premises shall establish the base grade of the access road or driveway before the water system is installed. The property owner or possessor shall clear the right-of-way for the water system and establish the proposed fire hydrant locations and grades by use of an offset stake. The City shall install the water system and set the fire hydrant to the grade established by the owner. If there are any changes to the access road or driveway or right-of-way areas which do not allow for a minimum of forty-two (42) inches of cover over the water line or not more than four (4) inch vertical difference between the flange of the fire hydrant and the finished surface of the access road or driveway, the owner shall be responsible for all expenses associated with the relocation or adjustment to the water system. No building lot shall be allowed or approved where the static water pressure from the City water system serving the proposed lot or lots is less than forty (40) pounds per square inch.

8. Fire Hydrants. A fire hydrant shall be installed by Bountiful City at the expense of the property owner and shall be connected by a six (6) inch water line from the water main. The hydrant shall be located in accordance with Article 10 of the International Fire Code. Fire hydrants shall be located on all required access roads or driveways as required by City Code and shall be located within five (5) feet of the required access road or driveway.

If, in the opinion of the Fire Marshall, fire hydrants are vulnerable to vehicular damage, appropriate crash posts shall be required. No obstruction shall exist within a three (3) feet working area of each fire hydrant. Required crash posts shall be a four (4) inch concrete filled pipe, having a minimum of three (3) feet in height above grade, with two (2) feet of pipe below grade set in concrete. Hydrant shut-off valves shall be located no closer than five (5) feet from the hydrant and no further than twenty (20) feet.

9. Easements. The fire hydrant, water line, and access road or driveway shall be located within a public utility easement of at least twenty (20) feet in width such that emergency and utility service vehicles and personnel have unimpeded access to the improvements. (Figure 4-3)
10. All of the required improvements shall be installed at the lot or property owner's expense.

- B. As an alternative to the access requirements described above, the Fire Marshall may approve All dwelling structures shall have installed at the time of construction, and keep continuously maintained, the installation of a pressurized interior fire protection sprinkling system that complies with the minimum standards of the IRC and/or IBC, and that meeting receives the Fire Marshall's approval.

14-4-117 REQUIREMENTS FOR BUILDING IN THE R-F SUBZONE

No construction, excavation, or removal of vegetation may occur on any lot or parcel in the R-F subzone until a permit has been issued, and no permit may be issued until the proposed plans have been approved by the appropriate land use authority. The following rules apply to all building and construction in the Residential Foothill Zone.

I. LOT ACCESS AND SITE LAYOUT

Each proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall be reviewed and approved by the Administrative Committee and Fire Marshall prior to receiving a building permit. Furthermore, any proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall also include a residential fire suppression system (sprinklers), and all other criteria as set forth below. No primary residential structure may be located more than five hundred (500) feet from a public street, without exception. All measurements shall be

taken from the edge of the public R.O.W. along the centerline of the driveway or private access road to the nearest point of the primary structure.

All of the following must be met before the Administrative Committee may grant approval:

A. An access road or driveway shall be provided which meets the following standards outlined in Section 14-4-115. In addition all dwelling structures shall have installed at the time of construction, and keep continuously maintained, a pressurized interior fire protection sprinkling system that complies with the minimum standards of the IRC and/or IBC, and meeting the Fire Marshall's approval.

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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. 2015-07

An ordinance amending the Bountiful City Code and Land Use Ordinance related to fire sprinkler and lot access standards for Single Family Residential (R) Zones

It is the finding of the Bountiful City Council that:

1. The Bountiful City Council is empowered to adopt and amend general laws and land use ordinances pursuant to Utah State law and under corresponding sections of the Bountiful City Code.
2. After a public hearing on February 3, 2015, the Bountiful City Planning Commission recommended in favor of approving this amendment to the Land Use Ordinance.
3. The Bountiful City Council held a public hearing on this Ordinance on February 10, 2015.

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

SECTION 1. The Bountiful City Land Use Ordinance (Title 14 of the Bountiful City Code) is hereby amended to add the following:

CHAPTER 4

14-4-115 LOT ACCESS AND SITE LAYOUT

Each proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall be reviewed and approved by the Administrative Committee and Fire Marshall prior to receiving a building permit. ~~Furthermore, any proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall also include a residential fire suppression system (sprinklers), and all other criteria as set forth below; Furthermore, all proposals must adhere to Section 503 of the International Fire Code, as adopted by the South Davis Metro Fire Agency and all other criteria as set forth below. No primary residential structure may be located more than five hundred (500) feet from a public street, without exception. All measurements shall be taken from the edge of the public R.O.W. along the centerline of the driveway or private access road to the nearest point of the primary structure.~~

All of the following must be met before the Administrative Committee may grant approval:

- A. An access road or driveway shall be provided which meets the following standards:
 1. Surface. An all-weather surface capable of supporting the imposed load of fire apparatus shall be provided. If constructed of asphalt, the access road or driveway shall be a minimum of two and one-half (2 1/2) inches of asphalt over a

minimum of six (6) inches of compacted road base. If constructed of concrete, the access road or driveway shall have a minimum of five (5) inches of concrete over a compacted road base.

The access road or driveway shall be maintained by the property owner or possessor of the premises in good condition and repair and with adequate snow removal so as to provide free and uninhibited access by emergency service vehicles.

2. The access road or driveway shall be a minimum of twenty (20) feet wide. Where such roadway is adjacent to required fire hydrants, the width shall be a minimum of twenty-six (26) feet within twenty (20) feet in either direction from the hydrant. Such required widths shall be unobstructed, including parking of vehicles, and shall have a minimum vertical clearance of thirteen (13) feet six (6) inches.
3. A turn-around shall be provided at the end of the access road or driveway in accordance with the standards and specifications of Article 10 of the International Fire Code and in accordance with the minimum requirements of Figure 4-1. The minimum turning radii for all turns and/or curves shall conform to the forty-five (45) foot radius single unit truck or bus contemplated in Figure 4-4. If access roads are not looped, then the provided dead end access road shall meet the requirements in Figure 4-2.
4. An access road or driveway shall be extended to within one hundred fifty (150) feet of all portions of the exterior walls of the first story of any building.
5. The maximum grade for access roads or driveways shall not exceed fifteen (15) percent at any point as measured along the centerline of the access road or driveway.
6. Each property owner shall identify and mark fire lanes to the satisfaction and approval of the Fire Marshall. Signs shall be posted near the entrances of access roadways and driveways. Spacing and placing of signs shall be subject to the approval of the Fire Marshall. Signs shall be a minimum of twelve (12) inches by eighteen (18) inches in two and one-half (2.5) inch block lettering with one-half (.5) inch stroke on a contrasting background. Signs shall read "No Parking - Fire Department Access Road".
7. The property owner or possessor of the premises shall establish the base grade of the access road or driveway before the water system is installed. The property owner or possessor shall clear the right-of-way for the water system and establish the proposed fire hydrant locations and grades by use of an offset stake. The City shall install the water system and set the fire hydrant to the grade established by the owner. If there are any changes to the access road or driveway or right-of-way areas which do not allow for a minimum of forty-two (42)

inches of cover over the water line or not more than four (4) inch vertical difference between the flange of the fire hydrant and the finished surface of the access road or driveway, the owner shall be responsible for all expenses associated with the relocation or adjustment to the water system. No building lot shall be allowed or approved where the static water pressure from the City water system serving the proposed lot or lots is less than forty (40) pounds per square inch.

8. Fire Hydrants. A fire hydrant shall be installed by Bountiful City at the expense of the property owner and shall be connected by a six (6) inch water line from the water main. The hydrant shall be located in accordance with Article 10 of the International Fire Code. Fire hydrants shall be located on all required access roads or driveways as required by City Code and shall be located within five (5) feet of the required access road or driveway.

If, in the opinion of the Fire Marshall, fire hydrants are vulnerable to vehicular damage, appropriate crash posts shall be required. No obstruction shall exist within a three (3) feet working area of each fire hydrant. Required crash posts shall be a four (4) inch concrete filled pipe, having a minimum of three (3) feet in height above grade, with two (2) feet of pipe below grade set in concrete. Hydrant shut-off valves shall be located no closer than five (5) feet from the hydrant and no further than twenty (20) feet.

9. Easements. The fire hydrant, water line, and access road or driveway shall be located within a public utility easement of at least twenty (20) feet in width such that emergency and utility service vehicles and personnel have unimpeded access to the improvements. (Figure 4-3)
10. All of the required improvements shall be installed at the lot or property owner's expense.

- B. As an alternative to the access requirements described above, the Fire Marshall may approve All dwelling structures shall have installed at the time of construction, and keep continuously maintained, the installation of a pressurized interior fire protection sprinkling system that complies with the minimum standards of the IRC and/or IBC, and that meeting receives the Fire Marshall's approval.

14-4-117 REQUIREMENTS FOR BUILDING IN THE R-F SUBZONE

No construction, excavation, or removal of vegetation may occur on any lot or parcel in the R-F subzone until a permit has been issued, and no permit may be issued until the proposed plans have been approved by the appropriate land use authority. The following rules apply to all building and construction in the Residential Foothill Zone.

I. LOT ACCESS AND SITE LAYOUT

Each proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall be reviewed and approved by the Administrative Committee and Fire Marshall prior to receiving a building permit. Furthermore, any proposal to construct a primary structure more than one hundred fifty (150) feet from a public street shall also include a residential fire suppression system (sprinklers), and all other criteria as set forth below. No primary residential structure may be located more than five hundred (500) feet from a public street, without exception. All measurements shall be taken from the edge of the public R.O.W. along the centerline of the driveway or private access road to the nearest point of the primary structure. All of the following must be met before the Administrative Committee may grant approval:

A. An access road or driveway shall be provided which meets the following standards outlined in Section 14-4-115. In addition all dwelling structures shall have installed at the time of construction, and keep continuously maintained, a pressurized interior fire protection sprinkling system that complies with the minimum standards of the IRC and/or IBC, and meeting the Fire Marshall's approval.

SECTION 2. 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 3. If any portion of this Ordinance is declared illegal or unconstitutional, the remainder shall remain in full force and effect.

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

Adopted by the City Council of Bountiful, Utah, this 10th day of February, 2015.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Vehicle Purchase
Author: Chief Ross
Department: Police Department
Date: February 10, 2015

Background

The following is a request to approve the purchase of two police vehicles. Funding for these vehicles has been approved in our FY 2015 budget.

Analysis

The vehicles to be purchased are one Toyota Camry Hybrid and one Ford Taurus which will both be assigned to the Detective division. The Toyota will be purchased from Tony Divino Toyota who has the Toyota state bid contract pricing. The Ford will be purchased from Performance Ford who is authorized to sell under state bid contract pricing. The price for the Toyota is \$28,169 minus a \$9,000 trade in for the 2007 Camry Hybrid bringing the purchase price to \$19,169. The price for the Ford is \$22,307 for a combined total of \$41,476 which is within the amount budgeted.

The following vehicles will be sold or traded;

- 2007 Toyota Camry Hybrid with approximately 130,000 miles
- 2006 Chevy Impala with approximately 108,000 miles

Department Review

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

Recommendation

I respectfully request your approval to purchase a Toyota Camry and a Ford Taurus in the amount of \$41,476. Thank you for your time and consideration in this matter.

Significant Impacts

Sufficient funds are currently budgeted.

Attachments

N/A

Council Staff Report



Subject: Interlocal Agreement for Utah Public works Emergency Management and Resolution 2015-02
Author: City Engineer, Paul Rowland
Department: Engineering
Date: February 10, 2015

Background

It is impossible for every city to have all of the equipment that may be needed in the event of a catastrophic disaster, either natural or manmade. To help cities and counties be better prepared the Utah Chapter of the American Public Works Association has put together an interlocal mutual aid agreement to facilitate the sharing of resources. The council has authority by state law to enter into such agreements by resolution.

Analysis

Based on similar mutual aid agreements, the local chapter of the American Public Works Association has crafted an agreement for the sharing of resources that cities, counties, the State or special service districts might need if they experience an event of that exceeds their ability to respond. This is the same type of agreements the city has entered into for the Power Department and the Water Department to cover similar situations, except rather than power crews and pole trucks, this agreement is for the sharing of backhoes, loaders, streets crews, etc.

Attached is a frequently asked questions sheet explaining some of the purposes and needs for this agreement as well as some of our obligations. The Council's acceptance of this agreement is done by Resolution, a copy of which is attached.

Department Review

This agreement has been reviewed by Paul Rowland, City Engineer; Rusty Mahan, City Attorney.

Recommendation

We recommend the approval of the Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management.

Significant Impacts

This agreement does not have any day to day impacts; it only comes into effect in the event of disaster.

Attachments

Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management FAQ's
Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management
Resolution 2015-02

FAQs

Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management

What is the purpose of this Agreement?

The purpose of this Agreement is to assist local governments in helping one another in times of need. It provides a method whereby a local government or agency that has sustained damage from a natural or man-made disaster can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other participating agencies.

What does the Agreement do?

The Agreement provides procedures for assistance and reimbursement of expenses, and supports and compliments the Utah Mutual Aid Agreement (UAC R704-2).

Are we obligated to help if another agency requests our assistance?

No. Each Participating Agency in the Alliance is not required to render assistance to another Participating Agency in the time of need. Every Participating Agency maintains their right of refusal for whatever reason they may have.

Has this Agreement had legal reviews?

Yes. Attorneys from Salt Lake County, Salt Lake City, Utah County, along with other local attorneys have reviewed and provided assistance in the preparation of this document.

Can we make changes to the Agreement before we sign it?

No, not at this time. In order to ensure the timely implementation of this Agreement with multiple partners, this Agreement needs to be approved as is. However, the Agreement does include provisions for making changes in the future. It should be noted that the UTWARN Agreement (Utah Water, Wastewater Response Network) was used as a basis for this Agreement. The

UTWARN Agreement has been accepted by over 85 participating agencies throughout the state.

Who should sign this Agreement?

All local government agencies, service districts, and state agencies that can provide, or would require public works assistance, after a natural or man-made disaster should sign this Agreement.

After we have signed, what's next?

We encourage all Participating Agencies in the Alliance to continue to be active supporters of the Agreement by organizing annual Emergency Management training exercises, making sure that all equipment lists are current, ensuring that you have a representative attend our annual meeting at the APWA Fall Conference, and being ready to assist each other in the event of flooding, severe weather, fires, earthquakes and other natural or manmade emergencies.

How do I get more information?

Please view our website at <http://utah.apwa.net/MenuHomepage/292/Emergency-Management> or contact the APWA Utah Chapter Emergency Management Committee.

M. Leon Berrett, P.E. – Chair
Operations Associate Director
Salt Lake County Public Works
(385) 468-6129
LBerrett@slco.org

Tim Peters – Vice Chair
Public Services Manager
City of West Jordan Public Works
(801) 569-5722
timp@wjordan.com

MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT

THIS MUTUAL AID INTERLOCAL COOPERATION AGREEMENT is entered into this _____ day of _____, by _____ and the other Participating Agencies as described herein.

ARTICLE I. PURPOSE

This Agreement is made and entered into by those Public Works and Related Service Agencies who have adopted and signed this Agreement to provide mutual assistance in times of emergency. This Public Works Emergency Management Alliance mutual aid program is established to provide a method whereby Participating Agencies which sustain damage from natural or man-made disasters can obtain emergency assistance, in the form of personnel, equipment, materials, and other associated services, from other Agencies. This Agreement also provides a method whereby responding Agencies may be provided with reimbursement for personnel, equipment, materials and other associated services that are made available on an emergency basis. Nothing herein is intended to replace or terminate any pre-existing agreement between any of the Participating Agencies that provide assistance by one Participating Agency's department within the political boundaries of another on a regular or routine basis. Participating Agencies intend by this Agreement to commit to assist each other whenever possible, while allowing each Participating Agency the sole discretion to determine when its personnel and equipment cannot be spared for assisting other Participating Agencies.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree to provide mutual assistance to one another in times of emergency in accordance with the terms and conditions of this Agreement.

This document is intended to be a companion document to the UTAH WARN (Water, Wastewater Response Network) agreement and used in conjunction with the State of Utah Mutual Aid Agreement (Utah Administrative Code, R704-2, State Wide Mutual Aid Activation).

ARTICLE II. DEFINITIONS

- A. AGREEMENT - The Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management. The original Agreement(s) and all signatory pages shall be kept at the Salt Lake County Public Works Administration Building located at 604 West 6960 South, Midvale, Utah 84047, or other location as directed by the Utah Chapter of the American Public Works Association.
- B. ALLIANCE - UTAH PUBLIC WORKS EMERGENCY MANAGEMENT ALLIANCE – The mutual aid network consisting of and available to the Participating Agencies as described in this Agreement and the administration of that network.
- C. APWA - American Public Works Association
- D. ASSISTING Agency – ANY Participating Agency which agrees to provide assistance to a Requesting Agency pursuant to this Agreement.
- E. AUTHORIZED REPRESENTATIVE – An employee of a Participating Agency authorized by that Agency to request or offer assistance under the terms of this Agreement.
- F. EMERGENCY – Any disaster or calamity involving the area of operation of the Participating Agency, caused by fire, flood, storm, earthquake, civil disturbance, terrorism, or other condition which is or is likely to be beyond the control or ability of the services, personnel, equipment and facilities of a Participating Agency or a “disaster”, “state of emergency” or “local emergency” as those terms are defined by the *Emergency Management Act* and the *Disaster Response and Recovery Act* as set forth in Title 53, Chapter 2a, *Utah Code*, as those sections currently exist or may hereafter be amended.
- G. EXPENSES – All costs incurred by the Assisting Agency during the Period of Assistance to provide personnel, equipment, materials and other associated services when responding to the Requesting Agency as described in Article VI.
- H. PARTICIPATING Agency or Agencies – ANY Agency which executes this Agreement. Participating Agencies may include, City Public Works, County Public Works, Public Utilities (including water, wastewater, power, gas, etc.), Public Services (including solid waste facilities, sanitation, etc.), Special Districts, State Agencies (including UDOT, DFCM, DEQ, etc.), Utah National Guard, and any other agency or group that provides services similar to standard public works type operations.
- I. PERIOD OF ASSISTANCE - The period of time beginning with the mobilization of any personnel of the Assisting Agency from any point for the purpose of traveling to the Requesting Agency in order to provide assistance and ending upon the demobilization of all personnel of the Assisting Agency, after providing the assistance requested, to their residence or place of work whichever is first to occur.

- J. REQUESTING Agency – ANY Participating Agency which sustains physical damage to its infrastructure due to natural or man-made causes that seeks assistance pursuant to this Agreement.
- K. SCHEDULE OF EQUIPMENT RATES – The latest rates published by the Federal Emergency Management Agency (FEMA) under the response and recovery directorate applicable to major disasters and emergencies or the pre-published schedule provided by a Participating Agency by January 15 of each year.
- L. WORK OR WORK-RELATED PERIOD – Any period of time in which either the personnel or equipment of the Assisting Agency are being used to render assistance to the Requesting Agency. Specifically included within such period of time are breaks when the personnel of the Assisting Agency will return to work within a reasonable period of time. Also included is mutually agreed upon rotation(s) of personnel and equipment.

ARTICLE III. APPLICABILITY

This Agreement is available to all Participating Agencies, upon signing of the Agreement and maintaining a current resource equipment list (as per Utah Administrative Code R704-2) and a schedule of equipment and manpower rates.

ARTICLE IV. ADMINISTRATION

The administration of the Utah Public Works Emergency Management Alliance (Alliance) will be through the Utah Chapter of APWA. The Utah APWA Emergency Management Committee acts as the committee representing the Utah Chapter of APWA.

The Utah Chapter of APWA, on behalf of the Participating Agencies (Alliance) shall:

- A. Sponsor an annual meeting for Participating Agencies (scheduled as part of the annual APWA Fall Conference).
- B. Maintain a data base of information.
- C. Meet as a committee to address and resolve concerns, create and modify procedures and address and resolve any additional policy or legal issues related to the Alliance.
- D. Maintain a web site to track Participating Agencies. (Currently, this website is located at <http://utah.apwa.net/>)
- E. The web site may be password protected for only the use of Participating Agencies if deemed appropriate by the APWA Emergency Management Committee.
- F. Facilitate and promote a minimum of one training exercise per year. Each Participating Agency is responsible to plan, coordinate, budget and execute one emergency exercise annually.

ARTICLE V. PROCEDURES

In the event that a particular Participating Agency becomes a Requesting Agency, the following procedures shall be followed:

- A. A Participating Agency shall not be held liable for failing to be an Assisting Agency.
- B. Each Assisting Agency shall respond, when practicable, to requests for emergency assistance by providing such resources as are reasonably available to the Assisting Agency. The Assisting Agency shall have the discretion of determining which resources are reasonably available.
- C. The execution of this Agreement shall not create any duty to respond on the part of any Participating Agency.
- D. The Requesting Agency may contact other participating members of the Alliance that may be able to provide the requested resources.
- E. Necessary information in accordance with the procedures defined in this Agreement shall be shared between Requesting and Assisting Agencies.
- F. When contacted by a Requesting Agency, the Authorized Representative of a Participating Agency shall assess if it is capable of providing assistance. If the Authorized Representative determines that the Participating Agency is capable and willing to provide assistance, the Authorized Representative shall notify the Requesting Agency and provide the Requesting Agency with the information as required.
- G. The personnel and equipment of the Assisting Agency shall remain, at all times, under the direct supervision of the designated supervisory personnel of the Assisting Agency. The Incident Commander or Unified Commander, as designated by the Requesting Agency, shall provide work assignments and suggest schedules for the personnel and equipment of the Assisting Agency; however, the designated supervisory personnel of the Assisting Agency shall have the exclusive responsibility and authority for assigning Work and establishing Work schedules for the personnel and equipment of the Assisting Agency. The designated supervisory personnel of the Assisting Agency shall maintain daily personnel time records and a log of equipment hours (including breakdowns, if any), be responsible for the operation and maintenance of the equipment furnished by the Assisting Agency, see to the safety of Assisting Agency personnel and report work progress to the Requesting Agency and/or the Incident Commander.
- H. When possible, the Requesting Agency shall supply reasonable food and shelter for the Assisting Agency personnel. If the Requesting Agency does not provide food and shelter for the Assisting Agency, the Assisting Agency's designated supervisor is authorized to secure, at the expense of the Requesting Agency, the resources

reasonably necessary to meet the needs of its personnel in coordination with the Requesting Agency's procedures. The cost for such resources must not exceed the state per diem rate for that area. Where costs exceed the per diem rate, the Assisting Agency must document and demonstrate that the additional costs were reasonable and necessary under the circumstances.

- I. The Requesting Agency shall provide a communications plan to the Assisting Agency prior to arrival.
- J. The command structure established during the Emergency shall comply with the requirements of the National Incident Management System (NIMS)
- K. The Incident Commander or Unified Commander shall, as soon as reasonably possible, release the personnel, equipment and materials of the Assisting Agency from the Emergency. The personnel, equipment and materials of the Assisting Agency shall, if practical, be released before the personnel, equipment and materials of the Requesting Agency are released.
- L. To the extent permitted by law, Assisting Agency personnel who hold valid licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the specified Period of Assistance.
- M. Personnel, equipment and materials of the Assisting Agency shall be released from the Emergency when it is determined by the Incident Commander or the Unified Commander that the services provided by the Assisting Agency are no longer required or when the supervisory personnel of the Assisting Agency informs the Incident Commander or the Unified Commander that the personnel, equipment and materials provided by the Assisting Agency are otherwise needed by the Assisting Agency.
- N. Credentialing; Each Participating Agency shall provide its own credentialing for identification purposes.

ARTICLE VI. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided under this Agreement shall be determined by standard and prevailing rates of the Participating Agencies. If the Assisting Agency and the Requesting Agency agree to the reimbursement of expenses, reimbursement shall be in accordance with the following provisions:

- A. PERSONNEL – During the Period of Assistance, the Assisting Agency shall continue to pay its employees according to its then prevailing rules, regulations, policies and procedures. The Requesting Agency shall reimburse the Assisting Agency for all direct and indirect payroll costs and expenses incurred during the Period of Assistance, including, but not limited to, employee pensions and benefits.

- B. EQUIPMENT – The Requesting Agency shall reimburse the Assisting Agency for the use of the Assisting Agency’s equipment during the Period of Assistance according to the *Schedule of Equipment Rates* established and published by FEMA. All Participating Agencies shall maintain a current list of equipment available (as per Utah Administrative Code R704-2) and the rates for that equipment upon executing this Agreement. If an Assisting Agency uses an alternate basis of rates for equipment listed on the FEMA *Schedule of Equipment Rates*, the rates of the Assisting Agency shall prevail.
- C. MATERIALS AND SUPPLIES – The Requesting Agency shall reimburse the Assisting Agency for all materials and supplies furnished by the Assisting Agency and used or damaged during the Period of Assistance, unless such damage is caused by the negligence of the Assisting Agency’s personnel. The measure of reimbursement shall be the replacement cost of the materials and supplies used or damaged. In the alternative, the parties may agree that the Requesting Agency will replace, with a like kind and quality as determined by the Assisting Agency, the materials and supplies used or damaged.
- D. PAYMENT – Unless mutually agreed otherwise, the Assisting Agency shall bill the Requesting Agency for all expenses no later than ninety (90) days following the release of the Assisting Agency’s personnel and equipment from the Period of Assistance. The Requesting Agency shall pay the bill in full no later than forty-five (45) days following the billing date. Unpaid bills shall become delinquent upon the forty-sixth (46th) day following the billing date. The Assisting Agency may request additional periods of time within which to submit the itemized bill, and the Requesting Agency shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one year after the date a final itemized bill is submitted to the Requesting Agency.
- E. Each Assisting Agency and its duly authorized representatives shall have access to a Requesting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Agency and their duly authorized representatives shall have access to the Assisting Agency’s books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years where required by law.
- F. DISPUTED BILLINGS – Undisputed portions of a billing shall be paid under this payment plan. Disputed portions of the billing shall be coordinated and addressed as appropriate between the Agencies involved in the dispute.

ARTICLE VII. INSURANCE

Each Participating Agency shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance and in what amounts, it should carry. Nothing herein shall act or be construed as a waiver of any

sovereign immunity provided by the Governmental Immunity Act of Utah or other exemption or limitation on liability that a Participating Agency may enjoy.

ARTICLE VIII. NO SEPARATE ENTITY OR ACQUISITION OF PROPERTY

This Agreement is an interlocal cooperative agreement under Utah Code. This Agreement does not create any separate legal entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the Authorized Representatives of the Participating Agencies, acting as a joint board.

No real or personal property shall be acquired jointly by the Participating Agencies to perform the conditions of this Agreement unless such acquisition is specifically agreed to in writing by all Participating Agencies. To the extent that a Participating Agency acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, it shall do so in the same manner that it deals with other property of such Participating Agency.

ARTICLE IX. LAWFUL RESPONSIBILITY

This Agreement shall not relieve any Participating Agency of any obligation or responsibility imposed upon it by law or other agreement.

ARTICLE X. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with Utah Code, the Requesting Agency shall indemnify and save harmless the Assisting Agency and the officers, employees and representatives of the Assisting Agency, if they are acting within the course and scope of their duties, from all claims, suits, actions, damages and costs of every kind, including but not limited to reasonable attorney's fees and court costs, arising or resulting from the performance or provision of services and materials by the Assisting Agency under this Agreement unless there is a determination that such claims are the result of negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency. This Agreement shall not be construed to be a waiver of any rights or protections provided to any Participating Agency under the Governmental Immunity Act of Utah.
- B. The Assisting Agency shall hold harmless and indemnify the Requesting Agency and the officers, employees and representatives of the Requesting Agency against any liability for any and all claims arising from any damages or injuries caused by negligence of the Assisting Agency or the officers, employees or representatives of the Assisting Agency except to the extent of the negligence of the Requesting Agency or the officers, employees or representatives of the Requesting Agency. This agreement shall not be construed to be a waiver of any rights or protections

provided to any Participating Agency under the Governmental Immunity Act of Utah.

- C. Subject to the foregoing, nothing in this Agreement shall be construed as an agreement by a Participating Agency to indemnify or hold harmless, or in any way assume liability, if there is a determination that any personal injury, death or property loss or damage was caused by the negligence of any other Participating Agency or person.
- D. Nothing herein shall be construed to waive any of the privileges and immunities associated with public works services or other related services, including emergency or other services of any of the Participating Agencies. No party waives any defenses or immunity available under the Utah Governmental Immunity Act, nor does any party waive any limits of liability currently provided by the Act.
- E. Each Participating Agency shall be solely responsible for providing workers compensation, insurance, and benefits for its own personnel who provide assistance under this Agreement unless the parties otherwise agree. Each Participating Agency shall provide insurance or shall self-insure to cover the negligent acts and omissions of its own personnel rendering services under this Agreement.

ARTICLE XI. TERM

This Agreement shall have an initial term of fifty (50) years commencing upon the effective date of this Agreement.

ARTICLE XII. TERMINATION

Any Participating Agency may terminate its obligations under and participation in this Agreement, with or without cause, by giving the Alliance at least thirty (30) days prior written notice of the intent to terminate. The termination of this Agreement by any individual Participating Agency shall not affect the validity of this Agreement as to the remaining Participating Agencies. Withdrawal from this Agreement shall in no way affect a Requesting Agency's duty to reimburse the Assisting Agency for costs incurred during a Period of Assistance which occurred during the term of this Agreement, which duty shall survive such withdrawal.

ARTICLE XIII. WHOLE AGREEMENT, AMENDMENTS

This Agreement constitutes the whole agreement of the parties, written or oral, relating to the subject matter of this Agreement. This Agreement may be amended in whole or in part at any time by the Participating Agencies by submitting a written amendment to the Alliance. The amendment shall be submitted to the Participating Agencies of the Alliance for a majority vote. The vote by the Participating Agencies will be conducted by mail. Participating Agencies who fail to vote will have their vote counted as an affirmative vote.

ARTICLE XIV. SEVERABILITY

If any provisions of this Agreement are held to be invalid or unenforceable by a court of proper jurisdiction, the remaining provisions shall remain in full force and effect.

ARTICLE XV. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any party or person not named as a Participating Agency specifically herein.

ARTICLE XVI. EFFECTIVE DATE

This Agreement shall be effective as to a particular Participating Agency executing this Agreement upon the date of execution of this Agreement by that Participating Agency. Completion and maintaining of a resource equipment list (as per Utah Administrative Code R704.2) and a schedule of equipment and manpower rates is required thereafter.

ARTICLE XVII. AUTHORIZATION

The individuals signing this Agreement on behalf of the Participating Agency confirm that they are a duly Authorized Representative of the Participating Agency and are lawfully enabled to sign this Agreement on behalf of the Participating Agency.

ARTICLE XVIII. REVIEW BY AUTHORIZED ATTORNEY

In accordance with the Utah Interlocal Cooperation Act this Agreement shall be submitted to the attorney authorized to represent each Participating Agency for review as to proper form and compliance with applicable law before this Agreement may take effect.

ARTICLE XIX. RESOLUTIONS OF APPROVAL NOT REQUIRED

This Agreement may be approved and executed as an executive function in accordance with the provisions of the Utah Interlocal Cooperation Act and the adoption of a resolution of approval is normally not required.

ARTICLE XX. COUNTERPARTS

This Agreement and any amendments to it may be executed in counterparts, each of which shall be deemed an original.

ARTICLE XXI. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.

ARTICLE XXII. FILING OF AGREEMENT

An executed counterpart of this Agreement shall be filed with the keeper of records of each Participating Agency. An executed counterpart of this Agreement shall also be filed with the APWA Utah Chapter, representing the Alliance.

In witness whereof, each Participating Agency hereto has executed this Agreement on the respective signature page of that Participating Agency as of the date specified by its signature block.

ARTICLE XXIII. PERSONNEL NOT AGENTS

The employees of the Participating Agencies providing services pursuant to or consistent with the terms of this Agreement are solely the officers, agents, or employees of the Participating Agency that hired them. Each Participating Agency shall assume any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims, and each Participating Agency shall hold the other harmless therefrom. The Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for any injury or sickness arising out of his or her employment, and the Participating Agencies shall not be liable for compensation or indemnity to any other Participating Agency's employee for injury or sickness arising out of his or her employment, and each party hereby agrees to hold the other party harmless against any such claim.

ARTICLE XXIV. ADDITIONAL AGENCIES

Any subdivision of the State of Utah not specifically named herein ("Prospective Agency") which shall hereafter sign this Agreement or a copy hereof shall become a Participating Agency. Any Agency which becomes a newly accepted Participating Agency is entitled to all the rights and privileges and subject to the obligations of any Participating Agency as set out herein.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the Participating Agency listed here, as a Participating Agency, duly executes this Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management this _____ day of _____ 20____.

Agency _____

By: _____ By: _____

Title _____ Title: _____

Approved as to form and legality

By: _____
Agency's Attorney



BOUNTIFUL

City of Beautiful Homes and Gardens

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

BOUNTIFUL CITY RESOLUTION No. 2015-02

A RESOLUTION APPROVING THE MUTUAL AID INTERLOCAL AGREEMENT FOR UTAH PUBLIC WORKS EMERGENCY MANAGEMENT.

IT IS THE FINDING OF THE BOUNTIFUL CITY COUNCIL THAT :

1. Utah Code Section 11-13-101 et seq. authorizes public agencies and political subdivisions of the State of Utah, including Bountiful City, to enter into mutually advantageous agreements for cooperative projects; and
2. Bountiful City and various participating cities throughout Utah desire to enter into a cooperative agreement for mutual aid for public works emergency management; and
3. It is in the best interest of the City to enter into this Mutual Aid Interlocal Agreement in order to provide an agreed upon basis of giving and receiving mutual aid when necessary.

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

SECTION 1. AGREEMENT APPROVED. The Bountiful City Council hereby accepts and approves the attached Mutual Aid Interlocal Agreement for Utah Public Works Emergency Management.

SECTION 2. MAYOR AND CITY STAFF AUTHORIZED TO EXECUTE. The Mayor of Bountiful City is authorized to sign the attached Mutual Aid Interlocal Agreement, and staff is directed to implement it.

SECTION 3. SEVERABILITY. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect immediately upon first publication.

ADOPTED THIS 10TH DAY OF FEBRUARY, 2015.

BOUNTIFUL CITY:

RANDY C. LEWIS, MAYOR

ATTEST:

SHAWNA ANDRUS, CITY RECORDER

City Council Staff Report



Subject: Resolution on Interlocal Agreement for Animal Control
Author: Russell Mahan
Department: City Attorney
Date: 10 February 2015

Background

For nearly thirty years Bountiful City has contracted with Davis County for animal control services. The City has no animal shelter or animal control officers and must contract out for the services. The County has done a good job over the years and has a good facility for the purpose. In 2013 the City and County entered into a five year agreement, which provided for an annual review of compensation. This Amendment is that annual review. Please see the enclosed letter from Animal Control.

Analysis

The terms of the Interlocal Agreement for 2013-2017 will remain in effect, but the compensation is being adjusted by this Amendment. The costs are rising slightly from \$56,941.84 last year to \$57,291.78 this year, but are still down from \$60,544.75 in 2013. Wildlife call fees are going from \$3,991.25 to \$4,480.50 (still less than \$6,514.75 in 2013). The increase in nuisance wildlife costs is due to a rise in call outs from Bountiful citizens.

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 approve Resolution 2015- to approve the Amendment to the Interlocal Cooperation Agreement with Davis County for Animal Control Services.

Significant Impacts

The Animal Control contract provides services for the City and its citizens in general.

Attachments

Resolution 2015-03, which includes the Amendment to the Interlocal Agreement, are attached.

Dear Bountiful City,

Thank you for your continued support of Davis County Animal Care and Control. Your support is vital to insure that the County has the most efficient and cost effective method for providing animal services to the citizens of Davis County.

Enclosed you will find a contract amendment for the 2015 year. As in the past, the charges are based upon the usage of Animal Care and Control by your citizens. The City's two year average is divided by the grand total of averaged calls to get a percentage of the total calls. That percentage is then taken out of the total amount needed from the cities as set by Davis County. The fee paid by the city provides full 24 hour animal care and control services, including the housing and processing of stray animals. Wildlife is billed separately at a rate of \$25.75 per call. Below is a breakdown of the 2015 charges for Bountiful City:

2015 County Portion of Animal Care and Control Budget	\$1,694,259.88
2015 City Portion of Animal Care and Control Budget	\$584,133.12
2 Yr. Average for Davis County Total Billable Calls	12,403
2 Yr. Average for Bountiful Billable Calls	1,216.5
2014 Bountiful Usage Rate	9.808%
2015 Bountiful City Animal Service Fees	\$57,291.78
2014 Bountiful City Wildlife Calls	174
2015 Bountiful City Wildlife Fees	\$4,480.50

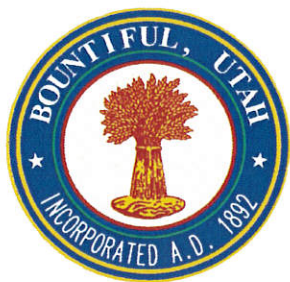
Please review and sign the included contract amendment. Please scan the entire signed amendment and email it back to me. A copy of the fully signed amendment will be mailed back to you. You may also mail the signed amendment. If you mail the signed amendment and want an original sent back to you, please include two signed copies. If a copy of the original is satisfactory, it will be sent to you automatically.

Thank your for your cooperation and patience. It is a privilege to serve in Bountiful City. If you have any questions or concerns please contact me.

Sincerely,

Clint Thacker

Director
Davis County Animal Care & Control
1422 E 600 N
Fruit Heights, UT 84037
Office: 801-444-2204
Cell: 801-200-9325



BOUNTIFUL

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CITY MANAGER
Gary R. Hill

Bountiful City Resolution No. 2015-03

A resolution approving an Amendment to the 2013 Interlocal Cooperation Agreement Between Bountiful City and Davis County for Animal Control Services for 2015 Services.

It is the finding of the Bountiful City Council that:

1. Utah Code § 11-13-201 *et seq.* authorizes Bountiful City and other public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects;
2. Bountiful City and Davis County in 2103 entered into a cooperative agreement for Animal Control Services to be provided by Davis County within the limits of Bountiful City;
3. The Agreement has an effective date of January 1, 2013, with a term of 2013-2017, and does not create an interlocal entity;
4. The Agreement provides for an annual review of costs, and this Amendment adjusts the compensation provided for services rendered in 2015;
5. This Agreement has been reviewed and approved by the Bountiful City Attorney as required by State law.

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

Section 1. Agreement Approved. The Bountiful City Council hereby accepts and approves the attached Amendment to Interlocal Cooperation Agreement between Davis County and the City of Bountiful for Animal Control Services.

Section 2. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Cooperation Agreement for and in behalf of the City.

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

Section 4. Severability Clause. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

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

Adopted this 10th day of February, 2015.

Mayor Randy C. Lewis

ATTEST:

City Recorder Shawna Andrus

**AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
DAVIS COUNTY AND THE CITY OF BOUNTIFUL FOR ANIMAL CONTROL SERVICES**

This Amendment No. 2 to Interlocal Cooperation Agreement Between Davis County and the City of Bountiful for Animal Control Services (this "Amendment") 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 in this Amendment as the "Parties."

RECITALS

This Amendment is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. The Parties previously entered into an *Inter-local Cooperation Agreement Between Davis County and the City of Bountiful for Animal Control Services*, dated April 23, 2013 (the "Agreement"), which is labeled Davis County Contract No. 2013-132, and by which the County agreed to provide animal services to the City;
- B. The term of the Agreement is for the five-year period beginning on January 1, 2013 and continuing through December 31, 2017;
- C. Paragraph 5 of the Agreement specified the amount of compensation to be paid by the City to the County and further provided that the compensation amount shall be reviewed and adjusted annually by a written amendment to the Agreement as may be agreed upon by the County and the City; and
- D. The County and the City have agreed to the adjusted compensation specified in this Amendment.

Now, therefore, in consideration of the terms set forth in this Amendment, the Parties do hereby agree as follows:

1. Compensation and Costs

- A. Paragraph 5A(1) of the Agreement is amended to read as follows:

The City shall pay the County Fifty-Seven Thousand Two Hundred Ninety-Two Dollars and 42/100 Cents (\$57,292.42) for the animal care services that the County will provide and perform on behalf of the City during the Calendar Year 2015. This payment obligation is calculated as follows:

The Cities' Portion of Animal Care and Control's 2015 Budget	\$584,133.12
2013 and 2014 Average for Davis County's Total Billable Calls	12,403
2013 and 2014 Average for the City's Billable Calls	1,217
The City's 2014 Usage Rate	9.81%
The City's Payment Obligation to the County for Calendar Year 2015	\$57,292.42

For calendar years subsequent to Calendar Year 2015, the compensation paid by the City to the County shall be annually reviewed and adjusted to accurately reflect the amount that the City must pay the County for animal care services. The City shall pay its obligation to the County in eleven (11) equal monthly installments of Four Thousand Seven Hundred Seventy-Four Dollars and 36/100 Cents (\$4,774.36) and one (1) final monthly installment of Four Thousand Seven Hundred Seventy-Four Dollars and 46/100 Cents (\$4,774.46). The first monthly installment payment by the City to the County is due on or before January 1, 2015. All subsequent payments by the City to the County are due on or before the 1st day of each month thereafter until paid in full (e.g. February 1, 2015, March 1, 2015, etc.).

- B. Paragraphs 5A(2) and 5A(3) of the Agreement are unchanged and remain in full force and effect.

C. Paragraph 5B of the Agreement is amended to read as follows:

The City shall pay the County Four Thousand Four Hundred Eighty Dollars and 50/100 Cents (\$4,480.50) for the animal control services (specifically picking up and/or euthanizing nuisance animals under Paragraph 1C of this agreement) that the County will provide and/or perform on behalf of the City during the Calendar Year 2015.

D. Paragraphs 5B(1) through 5(B)(3) of the Agreement are unchanged and remain in full force and effect.

2. Continuing Effect of the Agreement

Except to the extent specifically modified by this Amendment, the terms and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment in duplicate, each of which shall be deemed an original.

Dated this ___ day of _____, 2015

DAVIS COUNTY

By: _____

Chairperson

Davis County Board of County Commissioners

Date: _____, 2015

ATTEST:

Davis County Clerk/Auditor

Dated this ___ day of _____, 2015

CITY OF BOUNTIFUL

By: _____

Mayor

Date: _____, 2015

ATTEST:

City Recorder

Attorney Review

The undersigned, being the authorized attorney for the City of BOUNTIFUL, reviewed this Amendment and found it to be in proper form and compliance with applicable law.

City Attorney

Attorney Review

The undersigned, being the authorized attorney for Davis County, reviewed this Amendment and found it to be in proper form and compliance with applicable law.

Davis County Attorney



BOUNTIFUL

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BOUNTIFUL CITY RESOLUTION No. 2015-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BOUNTIFUL, UTAH, ENCOURAGING THE STATE OF UTAH TO ADDRESS COMPREHENSIVE TRANSPORTATION FUNDING.

WHEREAS, a safe and efficient transportation system creates the foundation for economic growth and improved quality of life; and

WHEREAS, the creation and maintenance of transportation infrastructure is a core responsibility of State and local government; and

WHEREAS, Utah's population is expected to grow by 1 million residents by 2040; and

WHEREAS, Utah's residents demand new comprehensive transportation options such as bike lanes, multi-use paths, off-road trails and transit in addition to traditional roads; and

WHEREAS, research from the Utah Department of Transportation indicates that road maintenance efforts save cities from road rehabilitation that costs six times as much as maintenance, and saves cities from road reconstruction that costs ten times as much as maintenance, and

WHEREAS, investing in transportation results in tremendous economic development returns for both municipalities and the state; and

WHEREAS, improving comprehensive transportation in Utah will reduce private vehicle usage which will in turn lead to improved air quality; and

WHEREAS, poor air quality discourages economic development, business recruitment and tourism visits, and contributes to asthma and other health ailments; and

WHEREAS, nearly 1 in 10 Utah adults suffer from asthma and struggle to breathe during poor air quality days; and

WHEREAS, nearly 57% of Utah adults are overweight, approximately 200,000 Utahns have diabetes, and diabetes and obesity related health care costs in Utah exceed \$1 billion; and

WHEREAS, investing in safe and connected trails, bike lanes, sidewalks, and multi-use paths will encourage Utahns to be more active, spend more time with their families via active transportation, and result in improved personal and community health; and

WHEREAS, the current motor fuel tax of 24.5 cents and 1% local option sales tax are insufficient to satisfy current and future transportation needs; and

WHEREAS, Utah has led the nation in creating an Unified Transportation Plan to address these comprehensive transportation and quality of life issues and the City now asks the State and local governments to work together to find comprehensive funding solutions that will address transportation, economic development, air quality, and health needs.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BOUNTIFUL, UTAH:

SECTION 1. Comprehensive Transportation Funding. The City Council supports proposals which meet comprehensive local transportation needs, promote the Unified Transportation Plan, and provide for future growth. The City supports studying a transportation funding option which would allow for the statewide implementation of a quarter cent (\$0.0025) local options sales tax to be used for transportation. The City also supports studying motor fuel taxes, “B and C” road funding, and other transportation funding options. Motor fuel taxes are not equitably borne by road users with the advent of higher MPG vehicles, electric and hybrid vehicles, and other fuel-saving technologies. Additionally, since the motor fuel tax has not been adjusted since 1997 and is not indexed, the current purchasing power is inadequate. The City requests the Utah Legislature to carefully examine all funding options.

SECTION 2. Comprehensive Transportation Options. The City supports the expansion of the uses for which transportation funding can be spent to reflect the individual needs and discretion of local governments. Transportation, air quality, and public health can be enhanced when active transportation and transit are eligible for transportation funding. Examples of items that could be eligible may include trails, bike lanes, sidewalks, safety equipment, traffic calming, signage, and lighting. Investment in active transportation options will encourage residents to travel via walking, biking, and transit, result in a healthier population, reduced car emissions, decreased health care costs, and improved quality of life. The City supports additional funding mechanisms that will result in expanded active transportation infrastructure. The City also supports continued investment in public transit as outlined in Utah’s Unified Transportation Plan. Transit can help relieve traffic, promote walkable communities, and improve air quality.

SECTION 3. Coordinating Efforts. The City encourages City staff to work with State elected officials, the Utah Transportation Coalition, and the Utah League of Cities and Towns.

SECTION 4. Distribution of this Resolution. A copy of this resolution shall be sent to the Governor, the President of the Utah State Senate, the Speaker of the Utah House of Representatives, the municipality’s State Senators and State House Representatives, and the Executive Director of the Utah League of Cities and Towns.

SECTION 5. Effective Date. This Resolution shall become effective upon passage.

APPROVED BY THE CITY COUNCIL OF THE CITY OF BOUNTIFUL, UTAH, ON THIS 10TH DAY OF FEBRUARY, 2015 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Councilwoman Harris	_____	_____	_____	_____
Councilman Higginson	_____	_____	_____	_____
Councilwoman Holbrook	_____	_____	_____	_____
Councilman Knight	_____	_____	_____	_____
Councilman Pitt	_____	_____	_____	_____

Mayor: _____

Randy C. Lewis, Mayor

Approved as to form:

Attest: _____

Shawna Andrus, City Recorder

Russell L. Mahan, City Attorney