

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, July 14, 2015

Work Session – 6:00 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.

AGENDA

Work Session – 6:00 p.m.

1. Animal Control Fees – Mr. Galen Rasmussen and Chief Tom Ross p. 3
2. UAMPS Carbon free project discussion – Mr. Allen Johnson p. 11

Regular Session – 7:00 p.m.

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meeting – June 23, 2015 p. 29
3. Council Reports
4. Youth Council Report
5. Consider approval of weekly expenditures > \$1,000 paid June 18, 25 & July 2, 2015 p. 33
6. Consider final acceptance of Davis Boulevard subdivision and approval of the release of the bond – Mr. Paul Rowland p. 37
7. Consider preliminary and final subdivision approval for Charlotte Subdivision, 390 West 1500 South, Joel Hale, applicant – Mr. Paul Rowland p. 39
8. Consider approval of the purchase of a work truck with a utility bed from the Young Automotive Group in the amount of \$33,774.82 – Mr. Bruce Sweeten p. 45
9. Consider approval of the purchase of a golf course greens mower from Turf Equipment & Irrigation, Inc. in the amount of \$31,308 – Mr. Kent McComb p. 47
10. Consider approval of the purchase of 11 Yamanha golf carts from Highland Golf Company in the amount of \$31,283 – Mr. Kent McComb p. 49
11. Consider approval of the purchase of two Ford Explorers from Performance Ford in the amount of \$62,232 – Chief Tom Ross p. 53
12. Consider approval of an additional \$50,263 for architectural and engineering services for the power building remodel provided by JRCA Architects – Mr. Allen Johnson p. 55
13. Consider approval of a bid from Cache Valley Electric Co. for the Southwest Substation rebuild in the amount of \$1,617,764 – Mr. Allen Johnson p. 57
14. Consider approval of an agreement to join the UAMPS carbon free project – Mr. Allen Johnson p. 11
15. Consider approval of the purchase of a single bucket truck from Mountain States Industrial Services in the amount of \$110,979 – Mr. Allen Johnson p. 59
16. Consider approval of the renewal of the trip hazard elimination contract with Precision Concrete Cutting in the amount of \$23.45 per unit – Mr. Paul Rowland p. 61
17. Val Verda Meadows subdivision – Mr. Paul Rowland p. 69
 - a. Public Hearing to consider approval of Ordinance 2015-14 vacating lots 16, 17 and half of 18 of Val Verda subdivision to be included in Val Verda Meadows subdivision
 - b. Consider adoption of Ordinance 2015-14 and preliminary approval of Val Verda Meadows subdivision.
18. Adjourn

City Recorder

City Council Staff Report

Subject: Davis County Animal Control Changes
Author: Galen Rasmussen, Assistant City Manager
Tom Ross, Police Chief
Department: Finance & Police
Date: July 14, 2015



Background

Bountiful City contracts with Davis County to provide Animal Control services within Bountiful City in lieu of the City providing these services internally. This is an arrangement that is common with all other cities in the County. The service contract is managed operationally by the Police Department and is funded in their annual operating budget. The Animal Control contract has typically been adjusted annually to account for modest changes in the cost of providing the service by Davis County (see attached trend for Bountiful City). However, recently, Davis County officials held two meetings with city officials to inform them of a planned change in their cost sharing model with cities (see attached sheet from Davis County “Animal Control Fees”). This change, if implemented, would result in dramatic cost increases for each of the cities in the County over a seven year phase in period. The County followed up recently with a letter (attached) from Commissioner John Petroff, Jr. which states, in essence, that the County desires a 50/50 cost sharing for the 2016 calendar year along with further dialogue to renegotiate a contract in 2017 to the mutual agreement of the cities and the county.

The basis for this proposal by Davis County, as communicated during the recent meetings between cities and the County, is to:

1. Take steps to correct imbalances in the County General Fund budget and
2. Shift the cost of Animal Control predominantly to cities since the County does not perceive they have a legislated responsibility to provide animal control services.

Opposition was expressed from several cities during the most recent meeting on the basis of a potential for an inequitable distribution of property tax revenue versus service delivery. This opposition was based on Davis County receiving property tax revenue to provide services (among which are Animal Control related). So, if a large share of animal control cost is shifted to cities then the County could shift property tax funds, used now to fund Animal Control, to other undisclosed areas without providing specific accountability for how those tax dollars are spent. Cities would then have higher costs which would presumably need to be funded with further tax increases which would increase the overall tax burden of tax payers.

Analysis

Currently, Animal Control is funded from three primary sources. These sources are (1) Licenses and Shelter Fees, (2) City Animal Control Assessments and (3) County General Fund Contributions. From an analysis of published County financial statements and budgets there appears to be an ongoing imbalance between Davis County General Fund revenues and expenditures. In particular, virtually every fine, fee, and charges for service revenue line item in the County General Fund is showing a double-digit decline from calendar year 2010 through 2014. The resulting economic impacts from these declines in revenue are worsened by corresponding increases in expenditures for General Government, Public Safety, and Capital Outlay categories for the same 2010 through 2014 period. During this period, Animal Control as a percentage of the County General Fund has stayed relatively stable each year which would tend to indicate it is sustainable as funded.

Further weakening of the Davis County General Fund could arguably be coming from the effects of a series of annual net transfers out (or other non-operating uses of funds). The cumulative effect of these net transfers out total \$35,031,815 from 2010 to 2014. These transfers have been made to fund a variety of other County programs such as Aging Services, Debt Service, 911 Fund, Health Fund, Flood Control Fund, etc. The attached comparative financial analysis for the Davis County General Fund provides these details.

Department Review

This report has been reviewed and comes with the concurrence of the City Manager, Assistant City Manager and Police Chief.

Significant Impacts

If implemented, the original Davis County financial cost sharing model would increase annual Animal Control fees to Bountiful City and every other city in the County. Bountiful City's current annual fee of \$61,773 for calendar year 2015 would have risen to a projected \$199,054 by the year 2021 under that County proposal. The most recent County proposal, as contained in the letter from Commissioner Petroff, is for a 50/50 sharing of costs between cities and the county for Animal Control in calendar year 2016 with further discussions and negotiation before entering into an agreement for the 2017 calendar year. This 50/50 cost sharing would result in an annual fee to Bountiful in calendar year 2016 of \$95,392. This amount represents a \$33,619 increase over the contracted fee for calendar year 2015.

Recommendation

Staff recommends the City Council provide direction on the Animal Control fee reallocation issue. Options could include:

- Request for a meeting between Bountiful City and Davis County Commissioners and staff to share the City's concerns.

- Draft a letter to the County Commissioners stating the City's position once it is determined by the City Council.
- Direct staff to meet with County representatives to seek a cost-sharing model more like the current practice.
- Do nothing.

Attachments

Original County Animal Control Fee proposal

Follow-up letter from Commissioner Petroff

Davis County and Animal Control Financial Trend Analysis

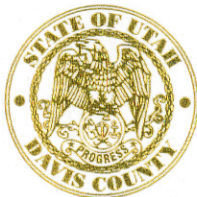
Animal Control Fees

2015 Budgeted	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected	2021 Projected
37/63	50/50	60/40	70/30	80/20	90/10	90/10

Shelter Fees	481,500	495,945	510,823	526,148	541,932	558,190	574,936
City Fees	654,575	931,564	1,151,413	1,383,614	1,628,712	1,887,270	1,943,888
County Portion	1,105,743	931,564	767,609	592,978	407,178	209,697	215,988
Expenditures	(2,241,818)	(2,359,073)	(2,429,845)	(2,502,740)	(2,577,822)	(2,655,157)	(2,734,812)

Annual Fee by Service Area

Service Area	2014 Calls for Service	3yr % avg of 2y %avg	2015	2016	2017	2018	2019	2020	2021
			654,575	931,564	1,151,413	1,383,614	1,628,712	1,887,270	1,943,888
BOUNTIFUL	1,309	10.24%	67,028	95,392	117,905	141,682	166,780	193,256	199,054
CENTERVILLE	386	3.44%	22,517	32,046	39,609	47,596	56,028	64,922	66,870
CLEARFIELD	1,599	12.30%	80,513	114,582	141,624	170,185	200,332	232,134	239,098
CLINTON	1,016	7.39%	48,373	68,843	85,089	102,249	120,362	139,469	143,653
FARMINGTON	623	6.66%	43,595	62,042	76,684	92,149	108,472	125,692	129,463
FRUIT HEIGHTS	160	1.42%	9,295	13,228	16,350	19,647	23,128	26,799	27,603
BOYER HILL	98	1.08%	7,069	10,061	12,435	14,943	17,590	20,383	20,994
KAYSVILLE	823	7.49%	49,028	69,774	86,241	103,633	121,991	141,357	145,597
LAYTON	3,315	25.98%	170,059	242,020	299,137	359,463	423,139	490,313	505,022
NSL	510	4.00%	26,183	37,263	46,057	55,345	65,148	75,491	77,756
SOUTH WEBER	210	1.85%	12,110	17,234	21,301	25,597	30,131	34,915	35,962
SUNSET	342	2.86%	18,721	26,643	32,930	39,571	46,581	53,976	55,595
SYRACUSE	940	7.18%	46,998	66,886	82,671	99,344	116,942	135,506	139,571
WEST BOUNTIFUL	127	1.60%	10,473	14,905	18,423	22,138	26,059	30,196	31,102
WEST POINT	459	3.84%	25,136	35,772	44,214	53,131	62,543	72,471	74,645
WOODS CROSS	396	2.67%	17,477	24,873	30,743	36,943	43,487	50,390	51,902
TOTALS	12,313	100%							



Davis County Commission

Commissioner P. Bret Millburn Commissioner John Petroff, Jr. Commissioner Jim Smith

June 22, 2015

Via United States Mail and Email

Gary Hill
Bountiful City, City Manager
790 South 100 East
Bountiful, UT 84010
ghill@bountifulutah.gov

Galen Rasmussen
Bountiful City, Assistant City Manager
790 South 100 East
Bountiful, UT 84010
galenr@BountifulUtah.gov

Re: *Animal Care and Control Services*

Dear Gary and Galen:

Thank you for attending the second meeting recently held by Davis County (the "County") to discuss the current cost structure regarding the animal care and control services provided by the County's exceptional Animal Care and Control Department, and the proposed modification to the current cost structure. I, as well as the other County representatives who attended the meeting, greatly appreciated the discussion and dialogue at the meeting.

After significant thought, I write to inform you that the County will not take the formal action of providing the cities with a written notice of termination of the contracts that the County currently has with the cities for animal care and control services. Rather, the County will rely on the cities to continue to act in good faith, and, thus, the County proposes for the County and the cities, near the end of this calendar year, to amend the current contracts for animal care and control services such that the County and the cities will *equally* share the costs associated with the 2016 calendar year, after all other revenues (e.g. animal license fees, animal shelter fees, animal surgical fees, and donations/contributions) have been applied to offset, in part, the total costs associated with the animal care and control services. The County also proposes for the County and the cities, between now and the end of the 2016 calendar year to engage in further dialogue regarding this matter with the goal of reaching a long term resolution that will be acceptable to the County, as well as the cities, for the 2017 calendar year and beyond.

Thank you for your attention to these matters. I look forward to working with you on this matter in the future.

Sincerely,

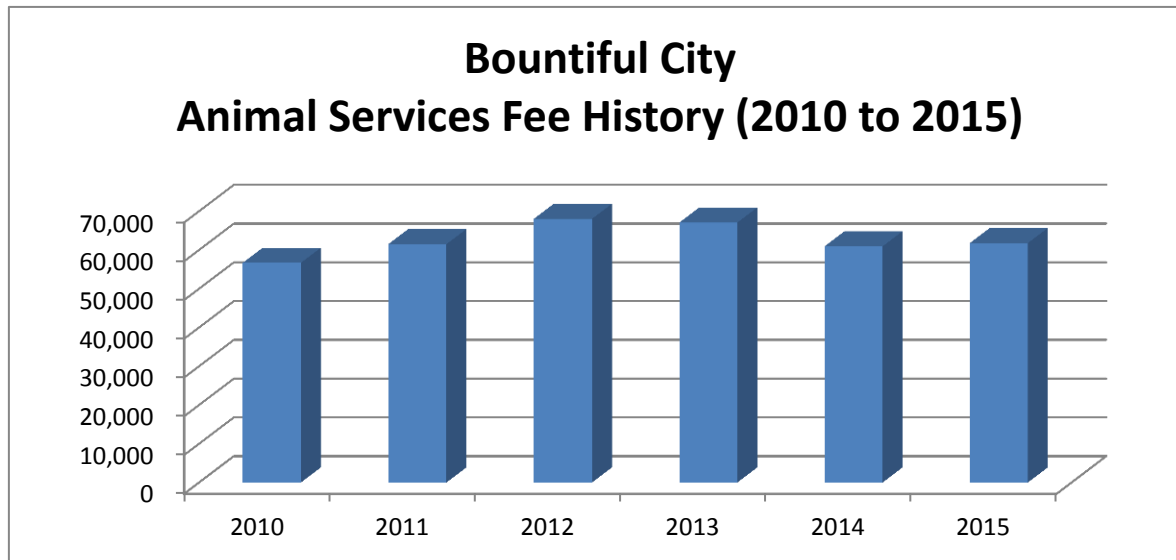
John Petroff, Jr.
Davis County Commissioner

cc: P. Bret Millburn, Davis County Commissioner
 Jim Smith, Davis County Commissioner
 Curtis Koch, Davis County Clerk/Auditor
 Clint Thacker, Davis County Animal Care and Control Director



**Bountiful City
Davis County Animal Services Fee History
2010 to 2015**

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>% Change 2010 to 2014</u>	<u>% Change 2010 to 2015</u>
Animal Control Fee	56,678	61,497	68,028	67,070	60,933	61,773	7.5%	9.0%



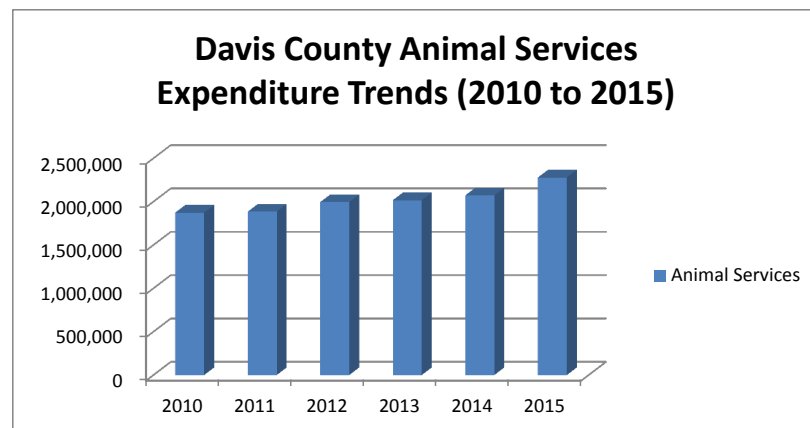
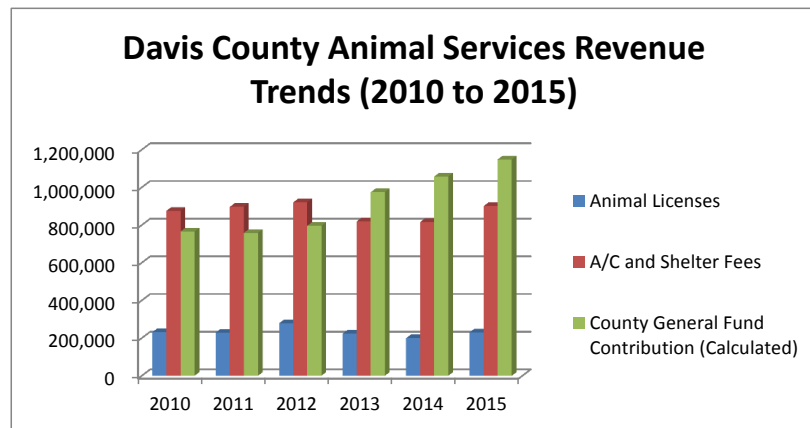
**Davis County Animal Services
Revenues and Expenditures Trend
2010 to 2015**

	<u>Actual 2010</u>	<u>Actual 2011</u>	<u>Actual 2012</u>	<u>Actual 2013</u>	<u>Actual 2014</u>	<u>Recommended 2015</u>	<u>% Change 2010 to 2014</u>	<u>% Change 2010 to 2015</u>
Animal Control Revenues:								
Animal Licenses	231,830	229,387	278,771	223,367	199,290	230,000	-14.0%	-0.8%
A/C and Shelter Fees	875,829	896,481	920,257	819,245	815,641	900,075	-6.9%	2.8%
County General Fund Contribution (Calculated)	765,795	758,666	796,159	974,263	1,057,646	1,148,318	38.1%	50.0%
Total Animal Control Revenues	1,873,454	1,884,534	1,995,187	2,016,875	2,072,577	2,278,393	10.6%	21.6%
Total County General Fund Revenues	62,364,791	65,070,313	64,471,863	65,473,467	72,633,363	67,402,387	16.5%	8.1%
Animal Control % of Total	3.0%	2.9%	3.1%	3.1%	2.9%	3.4%		
Animal Control Expenditures:								
Animal Services	1,873,454	1,884,534	1,995,187	2,016,875	2,072,577	2,278,393	10.6%	21.6%
Total Animal Control Expenditures	1,873,454	1,884,534	1,995,187	2,016,875	2,072,577	2,278,393	10.6%	21.6%
Total County General Fund Expenditures	52,559,128	56,023,220	58,930,110	60,008,313	61,334,505	70,661,643	16.7%	34.4%
Animal Control % of Total	3.6%	3.4%	3.4%	3.4%	3.4%	3.2%		

Source: Davis County Budget (2015) and CAFRs (2010 to 2013)
<http://www1.daviscountyutah.gov/clerk-auditor/finance>

Note:

1. General Fund Contribution = Expenditures - (Animal Licenses + A/C and Shelter Fees)
2. "Animal Fee Cities" Budget Line shows \$601,448.76 (2013), \$635,509.50 (2014 Projected), \$654,575 (2015 Recommended). This is an 8.8% increase in revenue between 2013 and 2015 from cities.



**Davis County General Fund
Revenues and Expenditures Trend
2010 to 2015**

	<u>Actual 2010</u>	<u>Actual 2011</u>	<u>Actual 2012</u>	<u>Actual 2013</u>	<u>Actual 2014</u>	<u>Aggregate 2010 to 2014</u>	<u>% Change 2010 to 2014</u>
General Fund Revenues:							
Taxes	\$45,469,735	\$47,269,305	\$48,300,392	\$50,054,494	\$50,989,200	\$242,083,126	12.1%
Licenses & Permits (other than Animal Control)	20,902	20,380	38,646	61,045	54,580	195,553	161.1%
Fines & Forfeitures	1,740,670	1,794,171	1,405,794	1,324,301	1,359,190	7,624,126	-21.9%
Intergovernmental	1,153,607	1,642,073	1,093,974	1,425,576	1,224,255	6,539,485	6.1%
Charges for Services (other than Animal Control)	11,856,149	11,315,677	10,935,440	9,879,051	9,597,143	53,583,460	-19.1%
Animal Control:						0	
Animal Licenses	231,830	229,387	278,771	223,367	199,290	1,162,645	-14.0%
Animal Shelter Fees (Cities & Other)	875,829	896,480	920,257	819,245	815,641	4,327,452	-6.9%
Interest and Other	1,016,069	1,902,840	1,498,589	1,686,388	949,801	7,053,687	-6.5%
Total General Fund Revenues	\$62,364,791	\$65,070,313	\$64,471,863	\$65,473,467	\$65,189,100	\$322,569,534	4.5%
Total County General Fund Revenues	\$62,364,791	\$65,070,313	\$64,471,863	\$65,473,467	\$72,633,363	\$330,013,797	16.5%
Change From Prior Year	N/A	4.3%	-0.9%	1.6%	10.9%		
General Fund Expenditures:							
General Government	\$22,192,958	\$22,801,230	\$24,347,815	\$25,121,680	\$25,890,613	\$120,354,296	16.7%
Public Safety (other than Animal Services)	27,028,137	29,304,482	30,171,058	31,063,960	31,690,489	149,258,126	17.2%
Public Health	6,400	6,400	4,800	3,400	5,800	26,800	-9.4%
Public Works	356,195	333,338	345,143	357,101	371,097	1,762,874	4.2%
Debt Service	550,000	650,000	371,603	0	84,926	1,656,529	-84.6%
Capital Outlay	551,984	1,043,236	1,694,504	1,445,297	1,219,003	5,954,024	120.8%
Animal Services	1,873,454	1,884,534	1,995,187	2,016,875	2,072,577	9,842,627	10.6%
Total General Fund Expenditures	\$52,559,128	\$56,023,220	\$58,930,110	\$60,008,313	\$61,334,505	\$288,855,276	16.7%
Change From Prior Year	N/A	6.6%	5.2%	1.8%	2.2%		
Other Financing Sources (Uses)	(6,282,946)	(9,008,513)	(7,238,689)	(7,169,866)	(5,331,801)	(35,031,815)	
Net Change in Fund Balance	3,522,717	38,580	(1,696,936)	(1,704,712)	(1,477,206)		
Beginning Fund Balance	16,298,104	19,820,821	19,859,401	18,162,465	16,457,753		
Ending Fund Balance	\$19,820,821	\$19,859,401	\$18,162,465	\$16,457,753	\$14,980,547		-24.4%

City Council Staff Report

Subject: UAMPS Carbon Free Project
Author: Allen Ray Johnson
Department: Light & Power
Date: July 14, 2015



Background

UAMPS is in the process of forming a new project to build a small nuclear reactor on the Idaho National Laboratory property outside of Idaho Falls. UAMPS has signed a teaming agreement with the Laboratory and Nuscale to get a site license for the project.

This project will be discussed in during the work session on July 14, 2015.

Analysis

This project would provide the City with a clean base load resource for the future. The City is currently working with UAMPS on developing the project, which is still in the exploratory stages. Staff would like to discuss the project with the Council and ensure that our efforts are consistent with Council's desires.

Department Review

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

Significant Impacts

The funds to join the project are included in the 2015-16 fiscal budget and will be paid for from power costs.

Recommendation

The Power Commission and Staff recommend that approve the agreement to join the carbon free project within UAMPS.

Attachments

A copy of the Carbon Free Power Project Study Phase Siting Agreement between UAMSP and Bountiful.

CARBON FREE POWER PROJECT STUDY PHASE SITING AGREEMENT

BETWEEN

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

AND

CITY OF BOUNTIFUL

This Carbon Free Power Project Study Phase Siting Agreement (this “*Agreement*”) is made and entered into as of September 1, 2015, between Utah Associated Municipal Power Systems, a political subdivision of the State of Utah (“*UAMPS*”), and the City of Bountiful, a member of UAMPS (“*Participant*”). UAMPS and Participant are sometimes hereafter referred to collectively as the “*Parties*” and individually as “*Party*.”

RECITALS:

A. UAMPS is organized as an Energy Services Interlocal Entity under the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.*, and pursuant to its Amended and Restated Agreement for Joint and Cooperative Action, as amended from time to time (the “*Joint Action Agreement*”) for certain purposes, including but not limited to investigation of future electric energy resources.

B. UAMPS, through the formation of the Carbon Free Power Project (“*CFPP*”) has decided to pursue the development of a facility that can house up to twelve (12) NuScale nuclear power modules that can each generate up to approximately fifty (50) megawatts of electric power. The anticipated commercial operation date for the first such nuclear power module is currently scheduled to occur in late 2023.

C. UAMPS, Energy Northwest and NuScale Power, LLC (“*NuScale*”) have entered into a Teaming Agreement, dated as of June 19, 2013 and a subsequent Addendum to the Teaming Agreement dated as of April 18, 2014 (“*Teaming Agreement*”), outlining those entities respective responsibilities during the development phase of the Project.

D. Participant enters into this Agreement to further develop the CFPP as a hedge against carbon dioxide regulation that may impose cost burdens on existing fossil fueled resources and/or to provide greater diversification in its resource portfolio.

E. The United States Department of Energy (“DOE”) received appropriations by the U.S. Congress through House of Representative Resolution No. H.R. 83 for small modular reactor (“SMR”) licensing technical support for SMR commercialization by a utility. The DOE has identified NuScale’s technology, with UAMPS as a utility partner, as eligible recipients for SMR licensing technical support and, more specifically, cost-share support for UAMPS site permitting activities and combined construction and operation license activities. To facilitate the DOE’s support, NuScale and the DOE have or will enter into a cooperative award agreement (the “DOE Cost Share Agreement”), whereby NuScale is designated as the primary recipient of funds for certain CFPP development costs that DOE deems reimbursable consistent with the purpose of the DOE Cost Share, which funds will be passed through to UAMPS for the recovery of up to fifty percent (50%) of CFPP site permitting activities and combined construction and operation license activities. UAMPS and NuScale have entered into or will enter into an agreement (the “UAMPS-NuScale Cost Share Agreement”) addressing the flow of funds from NuScale to UAMPS for DOE reimbursed CFPP development costs and NuScale’s responsibility to pay for a portion of the CFPP development costs as identified in Exhibit B and the UAMPS-NuScale Cost Share Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Defined Terms:

“Board” means the Board of Directors for the CFPP as may be established from time to time pursuant to the Joint Action Agreement and the Act.

“Buy-In Amount” shall be determined by multiplying the New Participant’s or purchasing Participant’s desired purchase of Orphan Site Shares, expressed in whole kilowatts, by the result of dividing the Siting Phase Work Costs incurred as of the date of purchase of Orphan Site Shares (without recognizing the benefit of the DOE Cost Share) by the Projected Project Capacity, such formula being:

$$\text{Desired Site Share Purchase (kW)} \times \frac{\text{Total Siting Phase Work Costs Incurred as of Purchase Date}}{\text{Projected Project Capacity(kW)}}$$

For example, the Buy-In Amount for a New Participant desiring to purchase 50,000 Orphan Site Shares with total Siting Phase Work Costs totaling \$3,000,000 at the purchase date, the Buy-In Amount would be \$250,000 (50,000 x (\$3,000,000/600,000)).

“CFPP” shall mean the Carbon Free Power Project as it is described in Recital B.

“*CFPP Development Phase*” shall mean any of the phases for carrying out Siting Phase Work as identified in the CFPP Work Plan, attached hereto as Exhibit B, as may be amended from time to time consistent with this Agreement.

“*DOE Cost Share*” shall mean the cost share funding provided by DOE to UAMPS through NuScale pursuant to the DOE Cost Share Agreement and UAMPS-NuScale Cost Share Agreement.

“*Effective Date*” means the date on which this Agreement has been executed and delivered by UAMPS and the Participant.

“*Entitlement Share*” shall mean the amount of desired capacity from the CFPP that the Participant elects to subscribe to in the CFPP Power Sales Contract between UAMPS and the Participant.

“*Members*” shall mean UAMPS members not participating in the CFPP.

“*Open-Enrollment Period*” shall mean the period of time as determined by the Project Management Committee to allow for Original Participants to deliver their executed Agreements.

“*Original Participants*” shall mean those Participants that execute the Agreement before the close of the Open-Enrollment Period.

“*Orphan Site Share*” shall mean a Site Share that is not subscribed at the end of the Open-Enrollment Period. The total amount of Orphan Site Shares will be the difference of the Projected Project Capacity less the total Site Shares subscribed at the end of the Open-Enrollment Period and any Orphan Site Shares purchased pursuant to Section 8.

“*Participants*” shall mean those UAMPS members or non-UAMPS entities who have entered into this Agreement and are identified in Schedule I.

“*Phase Cost Estimate*” shall mean the cost estimate for each CFPP Development Phase that is identified to complete Siting Phase Work as identified in the CFPP Work Plan, as may be amended pursuant to this Agreement.

“*Power Sales Contract*” or “*PSC*” shall mean each of those contracts to be negotiated with the Participants to further the implementation and operation of the CFPP.

“*Preparatory Costs*” shall be those costs necessary for the initial formation and development of the CFPP prior to the adoption of budgets by the Project Management Committee pursuant to this Agreement, which costs are preliminarily identified in the attached CFPP Work Plan as “Preparatory Work” and shall not exceed \$210,000.

“*Project Agreements*” means all agreements entered into by UAMPS to carry out this Agreement, the Siting Phase Work, the Site Use Agreement with the DOE, the Teaming Agreement between UAMPS, Energy Northwest and NuScale, and any other agreements UAMPS enters into in connection with the Siting Phase Work of the CFPP. A list of current Project Agreements is identified in Exhibit A and will be amended as necessary.

“*Project Management Committee*” shall mean the committee of Participants initially established for the CFPP pursuant to the Joint Action Agreement and UAMPS bylaws.

“*Projected Project Capacity*” shall mean 600 MW based on the gross output of the full, build-out of an electric generating facility comprised of 12 nuclear power modules with the capability to each generate 50 MW gross electric.

“*Site Percentage Cost Share*” shall be determined by multiplying a Participant’s Site Percentage Share by Siting Phase Work Costs. For example, if Siting Phase Work Costs for a billing period are \$100,000 and a Participant’s Site Percentage Share is 10%, then such a Participant will be billed \$10,000 ($\$100,000 \times 10\%$).

“*Site Percentage Share*” shall mean each Participant’s Site Percentage Share, expressed as a percentage of a Participant’s Site Share divided by sum of all Participants Site Shares. Each Participant’s Site Percentage Share will be set forth in Schedule I.

“*Siting Phase Work*” shall have the meaning as set forth in Section 2 of this Agreement.

“*Siting Phase Work Costs*” shall mean all costs, charges and expenses associated with the Siting Phase Work Product, which shall include UAMPS’ administrative and general costs in performing Siting Phase Work, as well as those incurred by UAMPS under Project Agreements.

“*Siting Phase Work Product*” shall mean all work product developed pursuant to this Agreement and other Project Agreements.

“*Site Share*” shall mean each Participant’s interest in the CFPP, which will be expressed in whole kilowatts. Each Participant’s Site Share will be identified in Schedule I. The total sum of Site Shares shall not exceed 600 megawatts, based on the Projected Project Capacity.

Section 2. Scope of Work; Siting Phase Work. UAMPS will direct all work necessary to study the feasibility of constructing, permitting, and operating the CFPP (the “Siting Phase Work”). The Siting Phase Work is generally outlined in the CFPP Work Plan, attached hereto as Exhibit B. The Siting Phase Work will be conducted in a phased-approach as identified in the CFPP Work Plan. The Project Management Committee will approve Siting Phase Work for each CFPP Development Phase pursuant

to a specified budget as identified in the CFPP Work Plan. UAMPS will notify the Project Management Committee of costs incurred pursuant to the CFPP Work Plan on a monthly basis. The CFPP Work Plan may be amended at the discretion of the Project Management Committee pursuant to Section 6 of this Agreement.

Section 3. Siting Phase Work Costs. The Participant acknowledges and agrees to pay its Site Percentage Cost Share, regardless of whether UAMPS is reimbursed pursuant to the DOE Cost Share for costs incurred in connection with Siting Phase Work. A Participant's responsibility to pay costs will be limited to its Site Percentage Cost Share. Further, until a budget for a CFPP Development Phase is adopted by the Project Management Committee, a Participant's Site Percentage Cost Share shall be limited to its proportionate share of Preparatory Costs. Any Participant providing notice to UAMPS to terminate this Agreement pursuant to Sections 5, 7 or 9 will remain obligated to pay its Site Percentage Cost Share for Siting Phase Work Costs incurred up to the date of such termination of that Participant's Site Share in the CFPP.

Section 4. Open-Enrollment Period. The Project Management Committee will determine the Open-Enrollment Period at the first Project Management Committee meeting and, if necessary, may extend the Open-Enrollment Period. A Participant joining during the Open-Enrollment Period will execute this Agreement and a revised Schedule I will be circulated at the close of the Open-Enrollment Period, identifying the total Site Shares subscribed to by the Original Participants and the total Orphan Site Shares. A Participant joining during the Open-Enrollment Period will be obligated to pay its Site Percentage Cost Share for Siting Phase Work Costs already incurred. Such a payment will be allocated pro rata to the Participants based on the Site Percentage Shares of the Participants that executed this Agreement prior to the newly joining Participant. Participants joining after the end of the Open-Enrollment Period will be required to pay a Buy-in Amount as set forth in Section 8.

Section 5. Notice of Withdrawal by a Participant. (a) A Participant will not be obligated for Siting Phase Work Costs contained in a Project Management Committee's approved, initial budget for a CFPP Development Phase, or an increase in an approved budget for a CFPP Development Phase by greater than twenty percent (20%), by providing notice of a Participant's rejection of the proposed initial budget or increase within five business (5) days of the Project Management Committee adoption of the initial budget or increase. Upon such notice by a Participant UAMPS will notify the Project Management Committee, which will meet as soon as practical to determine the impact of such notice. UAMPS staff will suspend, to the extent practicable, Siting Phase Work on the CFPP Development Phase that is the subject of the Participant's rejection, but may continue Siting Phase Work on CFPP Development Phases approved preceding the notice of objection from a Participant.

(b) In response to the Participant's objection, the Project Management Committee may:

(i) reaffirm the initial budget adoption for a CFPP Development Phase or an increase in the approved budget for a CFPP Development Phase by greater than twenty percent (20%), in which case the Project Management

Committee will revise Schedule I accordingly and this Agreement will be terminated between UAMPS and the withdrawing Participant pursuant to Section 9, or

(ii) repeal the initial budget for the CFPP Development Phase or the budget amendment that exceeded twenty percent (20%) of the originally adopted budget for the CFPP Development Phase, in which case the Participant's objection is deemed withdrawn, and

(iii) take such other action consistent with this Agreement.

(c) In the event of termination under Section 5(b)(i) and all payments have been made as required for such termination to be effective pursuant to Section 9, the termination shall be effective on the date the Participant provided notice of its objection. As of that effective date, the Participant's rights, except for the right to a potential payment pursuant to Section 11, and obligations shall be null and void and the Participant shall have no obligation or liability to UAMPS or the other Participants. If such a Participant does not sell its Site Share prior to this date, then the Participant, consistent with Section 11, may receive a one time payment in consideration of costs paid by the Participant prior to the date of termination as described in this Section.

(d) If the Participant does not timely object to the initial budget approval for a CFPP Development Phase or an increase in a budget for a CFPP Development Phase by greater than twenty percent (20%), the Participant is barred from seeking to terminate this Agreement under this Section 5.

Section 6. Project Management Committee Duties. (a) The Participants hereby terminate the CFPP Interim Voting Agreement and confirm participation in the Project Management Committee pursuant to Schedule I, which shall consist of one voting representative from each Participant (who shall be the Participant's Representative) and shall be chaired by a Participant's Representative elected by the Project Management Committee. Pursuant to Section 14 of this Agreement, the Participant has delegated full and complete authority to its Participant's Representative to act on all matters and decisions that come before the Project Management Committee.

(b) An authorized officer of UAMPS shall attend all meetings of the Project Management Committee and shall cause minutes to be kept of all such meetings. The Joint Action Agreement and the by-laws of UAMPS shall govern the procedures for and the voting rights on the Project Management Committee, *provided that:*

(i) The Participant's Representative of any Participant that is in default under Section 10(d) hereof shall not be entitled to vote on any matter during the period of such default and the consent or approval of such Participant or such Participant's Representative shall not be required to obtain any consent or approval required hereunder during the existence of such default and such Participant or such Participant's Representative shall not be included to constitute a quorum of the Project Management Committee; and

(ii) All decisions made by the Project Management Committee shall be made by resolution, order or other appropriate action of the Project Management Committee and, before such resolution, order or action of the Project Management Committee shall take effect, the same shall be

ratified and approved by resolution, order or action of the Board, acting in accordance with the Joint Action Agreement and the by-laws of UAMPS.

- (c) In addition to its other responsibilities under this Agreement, the Project Management Committee shall review and approve:
- (i) the CFPP Work Plan and UAMPS' approval of all notices to proceed under the CFPP Work Plan and notices to proceed under the Project Agreements;
 - (ii) Project Agreements and any modifications or amendments thereto, and appointment of all representatives of UAMPS serving under the Project Agreements and provide such direction to UAMPS as shall be necessary to enable UAMPS to meet timely its obligations and responsibilities under the Project Agreements;
 - (iii) moving forward with each CFPP Development Phase as identified in the CFPP Work Plan;
 - (iv) a revision to Schedule I reflecting a Participant's withdrawal from the CFPP by virtue of exercising its rights under Section 5 of this Agreement;
 - (v) the commercial operation date of the CFPP under the Project Agreements;
 - (vi) the transition from this Agreement into Power Sales Contracts for the further development of the CFPP.

Section 7. Option to Convert Site Shares into Entitlement Share. Each Participant will have the right but not the obligation to convert its Site Shares into an Entitlement Share on an equivalent basis in the Power Sales Contract. In the event that a Participant chooses not to proceed with the CFPP by entering into Power Sales Contract(s), such Participant will provide notice to terminate this Agreement to UAMPS. Such notice shall provide within forty-five (45) days from the date of notice to UAMPS information as to the intent of the Participant to sell its Site Shares. The Participants may sell their Site Shares pursuant to the process set forth in Section 8 based on the amount of Siting Phase Work Costs paid by the Participant or at any price they may negotiate.

Section 8. Addition of New Participants after the Open-Enrollment Period; Sale of Site Shares and Orphan Site Shares. (a) Members or non-UAMPS entities who desire to become a Participant under this Agreement after the Open-Enrollment Period ("New Participant(s)") must obtain approval by the Project Management Committee to purchase Site Shares from Participants or Orphan Site Shares. No Participant will be forced to reduce its Site Shares to allow for the addition of a New Participant. Any New Participant allowed to enter into this Agreement pursuant to this Section will receive, on a go-forward basis, the full benefit for the DOE Cost Share on the same basis as the Participants.

(b) The sale of Site Shares by a Participant to a New Participant or Participant(s) will be subject to pro rata rights of first refusal based on the Site Percentage Shares of the other Participants. Once the selling Participant(s) and the New Participant or other Participant(s) have finalized negotiations to transfer Site Shares they shall notice UAMPS of the terms thereof. UAMPS shall notice the other Participants of the terms of

the right of first refusal within ten (10) days. All other Participants shall have thirty (30) days to exercise their pro rata rights of first refusal based on their Site Percentage Shares and on the same terms as negotiated between the selling Participant(s) and the New Participant or other Participants. If no other Participants exercise their pro rata right of first refusal, or if not all Site Shares are purchased by other Participants, then the selling Participant may sell its remaining Site Shares on the terms set forth in the notice. All New Participants who purchase Site Shares shall execute this Agreement, which will include a revised Schedule I reflecting the revised Site Shares and Site Percentage Shares.

(c) For the purchase of an Orphan Site Share(s) by a New Participant or Participants, the Project Management Committee must approve the purchase. The New Participant or Participants must pay a Buy-In Amount based on the amount of Orphan Site Shares being purchased, which must be paid prior to the transfer of the Orphan Site Shares and the New Participant's execution of this Agreement. The Buy-in Amount will be allocated pro rata to the Participants based on the Site Percentage Shares of the Participants prior to acceptance of such purchase of Orphan Site Shares. No Participant will be forced to reduce its Site Shares to allow for the addition of a New Participant.

Section 9. Term and Termination. (a) Unless terminated earlier under Section 9(b), this Agreement shall be effective on the Effective Date and shall remain in full force and effect until the later of:

- (i) through the term of the Project Agreements;
- (ii) the date on which all costs incurred by UAMPS in carrying out Siting Phase Work and under the Project Agreements have been paid in full and all other obligations of UAMPS under the Project Agreements have been paid or satisfied, including but not limited to any outstanding payment obligations owed under this Agreement;
- (iii) the CFPP Power Sales Contracts become effective;
- (iv) termination of this Agreement by the mutual consent of all Parties.

(b) A Participant may terminate this Agreement pursuant to Section 5 of this Agreement. Such right to terminate will be contingent upon the terminating Participant paying all of its Site Percentage Cost Share for Siting Phase Work Costs incurred up to the date of receipt of the Participant's objection notice.

Section 10. Billing Period, Billing and Payment. (a) The billing period shall be a calendar month. On or before the 25th day after the end of each billing period (beginning with the first billing period following the Effective Date of this Agreement), UAMPS shall issue to the Participant a billing statement showing the amount payable by the Participant for such billing period for its Site Percentage Cost Share less the proportionate amount received from the DOE Cost Share and any other amounts, adjustments or reconciliations payable by or credited to such Participant and the Participant shall pay the total of such amounts to UAMPS at the office of UAMPS, or such other address as UAMPS shall designate in writing to the Participant, on the 15th day following the date on which the billing statement was received by the Participant.

(b) If payment in full is not made on or before the close of business on the due date, UAMPS shall impose a delayed-payment charge on the unpaid amount due for each day overdue at a rate equal to the lesser of one percent per month, compounded monthly,

or the maximum interest rate lawfully permitted; *provided, however*, that UAMPS, acting upon the direction of the Project Management Committee, may elect to waive such delayed-payment charge but only to the extent that any such waiver will not adversely affect the ability of UAMPS to meet its payment obligations under the Project Agreements. If said due date is Saturday, Sunday, or a holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge.

(c) In the event of any dispute as to any portion of the billing statement for such billing period, the Participant shall nevertheless pay the full amount of the billing statement when due and shall give written notice of the dispute to UAMPS not later than the 60th day after such billing statement was received by the Participant. Such notice shall identify the disputed billing statement, state the amount in dispute and set forth a full statement of the grounds for such dispute. No adjustment shall be considered or made for disputed charges unless notice is given by the Participant. The Project Management Committee shall give consideration to such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. This written notice shall constitute the final determination of the dispute. Upon this determination of the correct amount, any difference between such correct amount and such full amount shall be accounted for in the billing statement next submitted to the Participant after such determination.

(d) In the event that a Participant fails to make full payment of the bill within thirty (30) days of the due date, it shall be in default. Upon such default, UAMPS will give notice to the non-defaulting Participants and provide the non-defaulting Participants with a right of first refusal for the defaulting Participant's Site Share at a price that will recoup all costs owed by the defaulting Participant. If the Participants do not elect to acquire all of the defaulting Participant's Site Share being offered, then the offer will be distributed to the Members and then non-UAMPS entities. Any New Participant will be accepted as a Participant to this Agreement pursuant to the same terms and conditions as set forth in Section 8, but will not be required to pay a Buy-In Amount upon acquiring Site Shares pursuant to this Section 10(d).

(e) The obligation of the Participant to make the payments under this Section 10 for amounts payable by the Participant pursuant to this Agreement is a several obligation and not a joint obligation with those of any other Participant. The obligation of the Participant to make the payments under this Section 10 shall constitute an obligation of the Participant and an operating expense of the Participant's electric system payable solely from the legally available revenues and other available funds of the electric system and shall constitute a cost of purchased power and energy. The obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not be conditioned upon the performance by UAMPS under this or any other agreement or instrument.

Section 11. Ownership of Work Product. The Participants acknowledge the Siting Phase Work Product may or may not have economic value. UAMPS shall retain ownership of Siting Phase Work Product on behalf of the Participants. If this Agreement is terminated and further development of the CFPP ceases prior to transition into Power Sales Contracts, then UAMPS will dispose of the Siting Phase Work Product as directed

by the Project Management Committee and consistent with the Project Agreements. If further development of the CFPP continues beyond this Agreement, the Participants will work in good faith to assign value to the Siting Phase Work Product to the extent is necessary to do so to facilitate further development of the CFPP.

Section 12. Review and Audit. Either Party, at its sole expense, has the right, at all reasonable times and pursuant to reasonable notice, to review and audit the books, records and documents of the other Party directly pertaining to the billings required to administer this Agreement and the Project Agreements. All information obtained by either Party's representatives in examining the other Party's applicable records to verify such billings shall be considered confidential and shall not be disclosed to third parties without prior written consent of the audited Party, unless required by law or order of a court or other tribunal.

Section 13. Separate Agreement. This Agreement and the Project Agreements do not modify any existing or future rights, obligations, performances, or procedures of UAMPS or any of the Participants except as specifically contracted herein and in the Project Agreements.

Section 14. Representations and Warranties. Each Party represents and warrants to the other that (i) it possesses all legal power and authority necessary on its part to enter into this Agreement and to perform its obligations hereunder; (ii) this Agreement has been duly authorized, executed and delivered and constitutes a legal, valid, and binding obligation, enforceable in accordance with its terms; and as to Participant, (iii) it has delegated full and complete authority to its Participant's Representative to act on its behalf and bind it to decisions made by the Project Management Committee. Upon the request and at the cost of the other Party, each Party agrees that it will provide such certificates and legal opinions as may be reasonably necessary to confirm the foregoing representations and warranties to third parties, including, but not limited to, other parties to the Project Agreements.

Section 15. Waiver. A waiver at any time by a Party of its rights with respect to a default under or breach of this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent or prior default or breach. No delay, short of the statute of limitations, in asserting or enforcing any right hereunder shall be deemed a waiver of such right.

Section 16. Relationship of Parties. (a) This Agreement is not intended to create, nor shall it be deemed to create, any relationship between UAMPS and the Participant other than that of independent parties contracting with one another for the purpose of effectuating the provisions of this Agreement.

(b) The covenants, obligations, liabilities, rights and benefits of the Participant under this Agreement are individual and not joint and several, or collective, with those of any other Participant. Other than giving effect to the Joint Action Agreement of UAMPS on behalf of the Participant, the Agreement shall not be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership

covenant, obligation or liability on, between or among the Participant and any one or more of the Participants. No Participant shall be or be deemed to be under the control of, nor shall any Participant control or be deemed to control, any or all of the other Participant or the Participants as a group. No Participant shall be bound by the actions of any other Participant, nor shall any Participant be deemed to be the agent of any other Participant or have the right to bind any other Participant.

Section 17. No Recourse. No member of the governing body, nor any officer or employee of UAMPS or any Participant shall be individually or personally liable for any payment under this Agreement or be subject to any personal liability or accountability by reason of the execution, performance or breach of this Agreement; provided, however, that this Section shall not relieve any officer or employee of UAMPS or Participant from the performance of any official duty imposed by law, the Joint Action Agreement, UAMPS bylaws, or this Agreement.

Section 18. Consistent Terms. UAMPS shall not enter into an agreement or an amendment to an agreement with other Participants that contains terms or conditions that are materially different from those contained in this Agreement except upon written notice to and written consent or waiver by each Participant, and upon similar amendment being made to the Agreements of any other Participants requesting such amendment.

Section 19. Applicable Law; Venue. This Agreement is made under and shall be governed by the law of the State of Utah regardless of the effect of the application of Utah's choice of law rules. Any dispute hereunder will be determined in a court of general jurisdiction in Utah.

Section 20. Headings. Headings herein are for convenience only and shall not influence the construction hereof.

Section 21. Severability. If any section, paragraph, clause or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

Section 22. Entire Agreement. This Agreement constitutes the entire and complete agreement of UAMPS and the Participant in respect of the CFPP and shall not be nor shall it be deemed to be modified, amended or superseded by any other agreement or contract between UAMPS and the Participant in respect of any other project or subject. Unless explicitly allowed herein, no amendment of this Agreement will be effective unless it is in writing and signed by UAMPS and all then-current Participants.

Section 23. Notices. Any notice or demand by the Participant to UAMPS under this Agreement shall be deemed properly given if emailed or mailed postage prepaid and addressed to UAMPS at its principal office or if faxed to UAMPS with receipt confirmed, followed by a written copy of such notice or demand mailed to

UAMPS postage prepaid; any notice, billing statement or demand by UAMPS to the Participant under this Agreement shall be deemed properly given if mailed postage prepaid and addressed to the Participant's Member Representative at the address on file with UAMPS or if faxed to the Participant's Member Representative with receipt confirmed, followed by a written copy of such notice or demand mailed to the Participant's Member Representative postage prepaid. A courtesy copy of any such notice will also be sent to the Participant's city or governing body; the receipt of this courtesy copy is not required to satisfy the notice requirements contained in this Section. In computing any period of time from such notice, such period shall commence at noon, Salt Lake City time, on the date mailed or faxed. The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either Party giving notice as above provided.

Section 24. Default by Participant. Subject to Section 26 and in the event of any default or failure of the Participant to observe, keep, and perform any of the covenants, agreements, or obligations contained herein, UAMPS may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Agreement.

Section 25. Default by UAMPS. Subject to Section 26 and in the event of any default or failure of by UAMPS to observe, keep, and perform any of the covenants, agreements, or obligations contained herein, the Participant's sole remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate. In no event shall Participant withhold or offset any payment owed to UAMPS hereunder. Notwithstanding the above limitation, UAMPS' liability under this Agreement will be limited to the Siting Phase Work Costs received from the Participant pursuant to this Agreement.

Section 26. Limitation of Remedies. IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, TREBLE OR PUNITIVE DAMAGES, INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, AS A RESULT OF THE PERFORMANCE OR NON-PERFORMANCE OF THEIR OBLIGATIONS UNDER THIS AGREEMENT OR PROVIDED BY STATUTE OR IN TORT.

Section 25. No Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person or party other than the Parties.

Section 26. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized officers as of the date first above written.

UTAH ASSOCIATED MUNICIPAL POWER SYSTEMS

By: _____
Douglas O. Hunter, General Manager

CITY OF BOUNTIFUL

By: _____

Its: _____

Attest and Countersign:

By: _____

Title: _____

Schedule I

Participant	Site Share	Site Share Percentage*
Beaver	2,100	0.6414%
Blanding	2,000	0.6109%
Bountiful	30,000	9.1631%
Brigham City	8,400	2.5657%
Enterprise	1,000	0.3054%
Ephraim	7,200	2.1991%
Fairview	2,400	0.7330%
Fallon	0	0.0000%
Fillmore	3,500	1.0690%
Heber	27,000	8.2468%
Holden	500	0.1527%
Hurricane	5,000	1.5272%
Hyrum	17,400	5.3146%
Idaho Falls	63,600	19.4258%
Kanosh	300	0.0916%
Kaysville	36,000	10.9957%
Lassen	3,000	0.9163%
Lehi	0	0.0000%
Logan	30,000	9.1631%
Monroe	600	0.1833%
Morgan	1,500	0.4582%
Mt. Pleasant	3,600	1.0996%
Northern Wasco	12,600	3.8485%
Oak City	500	0.1527%
Payson	27,600	8.4301%
Plumas	0	0.0000%
Price	10,200	3.1155%
Santa Clara	8,500	2.5962%
SESD	2,000	0.6109%
Spring City	400	0.1222%
Springville	0	0.0000%
St. George	0	0.0000%
Truckee	9,500	2.9016%
Washington	11,000	3.3598%
Total	327,400	100.0000%

*Pursuant to Section 4 of the Agreement, this Schedule will be revised at the close of the Open-Enrollment Period.

Exhibit A—Project Agreements

Exhibit B—CFPP Work Plan

The CFPP Work Plan as described in this Exhibit is subject to the approval of the Project Management Committee and may be amended from time to time by the Project Management Committee.

Preparatory Work:

Scope of Work. Continue on ongoing activities in the following areas:

- Land use negotiations with INL/DOE;
- Development of water acquisition strategy;
- Continued negotiation with UAMPS-NuScale Cost Share Agreement;
- Continued processing of DOE Cost Share application.

Phase I-ROI/CFPP Site Selection:

Scope of Work.

- Region of Interest (ROI) analysis by third party contractor;
- Continued site use negotiations with INL/DOE;
- Continued pursuit of water acquisition;
- Update CFPP pro forma based on data collected during Phase I;
- Deliverable #1—Completion of ROI: Final identification of preferred site for CFPP based on ROI
- Deliverable #2: Execution of INL Site Use Agreement

Anticipated Completion= November/December 2015

Phase II--Site characterization Work of Preferred CFPP Site for NRC Application:

Scope of Work.

- Preliminary site characterization work for CFPP Preferred Site in preparation for NRC submittal;
- Acquire additional rights necessary to construct, operate, and decommission CFPP at the particular site selected by PMC to the extent these rights have not been obtained via Phase I (execution of site use agreement, water use agreement)

Note: The amount of site characterization work done during Phase II will depend on the amount of expenditures the Project Management Committee is willing to commit to absent financing. It is possible that Phase II is not initiated under this Agreement, but, instead, Phase II is completed pursuant to the CFPP Power Sales Contracts.

1 Minutes of the
2 BOUNTIFUL CITY COUNCIL
3 June 23, 2015 – 6:02 p.m.
4

5 Present: Mayor: Randy Lewis
6 Council Members: Kendalyn Harris, Richard Higginson, Beth Holbrook,
7 John Marc Knight, John Pitt
8 City Manager: Gary Hill
9 City Engineer: Paul Rowland
10 City Planner: Chad Wilkinson
11 Department Directors & Personnel:
12 Tom Ross- Police Chief
13 Jeff Bassett- Fire Chief
14 Allen Johnson – Power
15 Charles Benson – Asst. Streets Director
16 Tyson Beck – Finance Director
17 Recording Secretary: Nikki Dandurand
18

19 Official Notice of the City Council Meeting was given by posting an Agenda at City Hall and
20 on the Bountiful City Website and the Utah Public Notice Website, and by providing copies to the
21 following newspapers of general circulation: Davis County Clipper and Standard Examiner.
22

23 **Work Session – 6:02 p.m.**
24

25 **RESULTS OF THE VAL VERDA SURVEY AND OPEN HOUSE – MR. CHAD WILKINSON**

26 Mr. Wilkinson reported that 138 responses were received both online and in hard copy for the
27 Val Verda Survey (all responses were included in the Council packet). Mr. Wilkinson presented
28 various graphs and survey analysis to show the results and most common responses from the
29 residents. He noted the most important and reported concern was density/lot size, followed by traffic
30 safety/increase. Possible solutions could include creating an overlay within the area, adjusting the
31 current City code, and suggesting volunteer zone changes. Mr. Wilkinson stated the moratorium
32 expires in August 2015 and using the feedback from this discussion, he will bring a more definite
33 plan to the Council in July before the moratorium expires.
34

35 **TRANSPORTATION TAX RESOLUTION DISCUSSION – MAYOR RANDY LEWIS**

36 Mayor Lewis explained in the 2015 Utah Legislative session, a new gas tax was passed as
37 well as an optional dedicated sales tax for transportation in each county. Mayor Lewis asked the
38 Council when they thought this tax should be presented to the voters. The Council agreed it should
39 be on the November 2015 ballot. Mayor Lewis also explained how this tax will be used and how it
40 will provide the extra infrastructure the individual cities need to repair and pay for their own roads.
41 Mr. Mahan concluded the conversation stating the resolution presented tonight is strictly to allow it
42 on the ballot and passing the resolution does not endorse the tax itself.
43

44 **CREATING AN INDEPENDENT FIRE DISTRICT DISCUSSION – MR. GARY HILL**

45 Mr. Mahan stated this discussion is about organizing a fire district rather than an interlocal

1 agreement. The interlocal agreement started in 2004. The Resolution in discussion would be to
2 initiate an independent fire district with taxing authority. Mr. Mahan reviewed the resolution and
3 stated that the taxing abilities need to be discussed further. The timeline for this to move forward is
4 once the initial resolution is passed, a public hearing needs to be held, and then the actual resolution
5 will be presented to the Council. Mr. Hill stated there are approximately three things that need to
6 happen for this resolution: (1) the creation of an administrative budget committee, which is solely a
7 recommending body; (2) a property tax levy; and (3) the need to memorialize the interlocal
8 agreement. Mayor Lewis said the budget is a key component of this resolution and highly
9 recommends experts look into the budget. Chief Bassett stated that there is a definite need to limit
10 the capital funds i.e., ladder trucks, but agrees this is a step in the right direction. Mr. Hill continued
11 that this budget would be a single budget and would go fiscal, to follow along with other cities. The
12 Council all agreed that this is a good move forward and would like to proceed in creating an
13 independent fire district with a budget committee. The resolution will be on the July 28, 2015
14 agenda.

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

18
19 Mayor Lewis called the meeting to order at 7:02 p.m. and welcomed those in attendance.
20 Jared Chamberlain, Troop 1121, led the Pledge of Allegiance; Councilwoman Holbrook gave a
21 thought/prayer.

22
23 **APPROVAL OF MINUTES**

24 Minutes of the June 9, 2015 meeting were presented. Councilman Higginson made a motion
25 to approve all the minutes as presented, and Councilman Pitt seconded the motion. Voting was
26 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

27
28 **COUNCIL REPORTS**

29 Councilwoman Holbrook gave an update on the concert series. Councilman Pitt invited
30 everyone to participate and enjoy downtown Bountiful and all the events going on. No other Council
31 reports were made.

32
33 **YOUTH COUNCIL REPORT**

34 None.

35
36 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID JUNE 4 & 11, 2015**

37 Mayor Lewis presented the weekly expenditure summaries paid on June 4, 2015, for
38 \$458,397.06 and June 11, 2015 for \$382,335.34. Councilman Knight moved to approve the
39 expenditures as presented, and Councilman Higginson seconded the motion. Voting was unanimous
40 with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

41
42 **CONSIDER APPROVAL OF AN EASEMENT RELEASE REQUEST AT 1580 EAST**
43 **VINEYARD DRIVE, CURTIS CHILD, APPLICANT – MR. PAUL ROWLAND**

44 Mr. Rowland stated that in 1986, there was a gap in the building phases that went unnoticed.
45 Recently a piece of property was bought, with that easement down the middle of it. The property
46 owner has contacted all the utilities, and none oppose moving the easement to the outside of the

1 property lines. Councilwoman Harris moved to approve the easement release, and Councilman
2 Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
3 Holbrook, Knight and Pitt voting “aye”.

4
5 **CONSIDER THE APPROVAL OF A BEER LICENSE FOR BOUNTIFUL BOWL, 409**
6 **SOUTH 500 WEST, DOUGLAS E. BARNES, APPLICANT – MR. CHAD WILKINSON**

7 Mr. Mahan stated the business is under new ownership and the owner is requesting a beer
8 license. Councilman Knight made a motion to approve the license and Councilwoman Higginson
9 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
10 Knight and Pitt voting “aye”.

11
12 **CONSIDER APPROVAL OF RESOLUTION 2015-08 ENCOURAGING THE DAVIS**
13 **COUNTY COMMISSION TO SUBMIT TO THE VOTERS IN THE NOVEMBER 2015**
14 **ELECTION A PROPOSAL TO AUTHORIZE A 0.25% LOCAL OPTION GENERAL SALES**
15 **TAX DEDICATED TO TRANSPORTATION – MAYOR RANDY LEWIS**

16 Mayor Lewis stated this resolution was discussed in the work session earlier and encourages
17 the County Commissioners to put this transportation sales tax on the November 2015 ballot.
18 Councilman Pitt made a motion to approve Resolution 2015-08 and Councilwoman Holbrook
19 seconded the motion. Councilman Knight noted that the counties in Utah were authorized by the
20 2015 legislature to put this tax on the ballot and Councilman Higginson mentioned the motivation for
21 this tax is not in the right place. Voting was unanimous with Councilpersons Harris, Higginson,
22 Holbrook, Knight and Pitt voting “aye”.

23
24 **CONSIDER APPROVAL OF THE ROAD STRIPING BID FROM ALL STAR STRIPING IN**
25 **THE AMOUNT OF \$62,429.88 - MR. CHARLES BENSON**

26 Mr. Benson received four bids for this project, with All Star being the lowest. The City has
27 worked with them previously and was very pleased with their work, especially with the school zones.
28 Councilman Higginson made a motion to approve the contract and Councilwoman Harris seconded
29 the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and
30 Pitt voting “aye”.

31
32 **CONSIDER APPROVAL OF A CONTRACT WITH BIG-D CONSTRUCTION FOR THE**
33 **REMODEL OF THE POWER BUILDING IN THE AMOUNT OF \$1,893,925 – MR. ALLEN**
34 **JOHNSON**

35 Mr. Johnson stated all the bids were pre-selected, but Big-D was the lowest bid. Big-D has
36 previously done work in the plant and will also provide the same team as before. Mr. Johnson stated
37 the bid is higher than the estimate, but would like to move ahead with the whole project, rather than
38 piece it out, and adjust the budget as needed. The Power Commission sends a good
39 recommendation. Councilman Higginson made a motion to approve the contract with Big-D and
40 Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris,
41 Higginson, Holbrook, Knight and Pitt voting “aye”.

42
43 **CONSIDER APPROVAL OF THE PURCHASE OF TWO 46 KV BREAKERS FOR THE**
44 **SOUTHWEST SUBSTATION FROM EQUAL ELECTRIC, INC. IN THE AMOUNT OF**
45 **\$73,708 – MR. ALLEN JOHNSON**

46 Mr. Johnson stated these parts are for the substation rebuild that will happen during the winter

1 of 2016. There are limited suppliers for this particular part, so only two bids were received, the
2 lowest bid being from Equal Electric, Inc. Councilman Higginson asked if these two items consume
3 any energy. Mr. Johnson replied they do not - they are only parts. Councilwoman Holbrook made a
4 motion to approve the purchase and Councilman Pitt seconded the motion. Voting was unanimous
5 with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

6
7 **CONSIDER APPROVAL OF THE PURCHASE OF DISCONNECT SWITCHES FOR THE**
8 **SOUTHWEST SUBSTATION FROM ROYAL SWITCHGEAR IN THE AMOUNT OF**
9 **\$61,070 – MR. ALLEN JOHNSON**

10 Mr. Johnson stated four bids were received, but only two met the specifications.
11 Councilwoman Holbrook made a motion to approve the purchase, and Councilman Pitt seconded the
12 motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt
13 voting “aye”.

14
15 Councilwoman Harris made a motion to adjourn the regular City Council meeting, and
16 Councilwoman Holbrook seconded the motion. The regular meeting of City Council was adjourned
17 at 7:30 p.m.

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26 _____
27 *Mayor*

28
29
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33
34 _____
35 *City Recorder*

City Council Staff Report

Subject: Expenditures for invoices > \$1,000 paid June 18 & 25, July 2, 2015
Author: Tyson Beck, Finance Director
Department: Finance
Date: July 6, 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 June 18 & 25, July 2, 2015.

Expenditure Report for Invoices >\$1,000.00

Paid June 15, 2015

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1070	ALBRIGHT, WILLIAM J.	Legal	10.431100	Legal And Auditing Fees	\$ 1,650.00	183606	06082015	PUBLIC DEFENDER CONTRACT
5499	BIG T RECREATION	Redevelopment Agency	73.426100	Special Projects	2,360.00	183610	2183	ALUMINUM PICNIC TABLE
5499	BIG T RECREATION	Redevelopment Agency	73.426100	Special Projects	10,524.19	183610	2165	SITE FURNISHINGS
1447	BP ENERGY COMPANY	Light & Power	53.448611	Natural Gas	4,024.83	183615	1364721	ACCT #1702856
1507	BURT BROTHERS TIRE	Police	10.425430	Service & Parts	7,984.44	183616	3-GS113911	TIRES
1615	CENTURYLINK	Enhanced 911	10.428000	Telephone Expense	3,556.32	183621	05222015	ACCT #801-578-0401 452B
1821	CRSA-COOPER ROBERTS	Redevelopment Agency	73.426100	Special Projects	3,000.00	183627	15-030-1	SCHEMATIC DESIGN
1876	DAVID SMITH & SONS	Water	51.461000	Miscellaneous Expense	1,200.00	183628	06042015	MAILBOX, BRICK CLEANING
1992	DOWN UNDER CONST.	Light & Power	53.448632	Distribution	23,487.00	183633	10983	BORING 500W 350N TO 450N
2350	GREEN SOURCE, L.L.C.	Golf Course	55.426000	Bldg & Grnd Suppl & Maint	1,251.00	183639	10386	HEADWAY
2350	GREEN SOURCE, L.L.C.	Cemetery	59.426000	Bldg & Grnd Suppl & Maint	2,692.00	183639	10385	16-0-5 ML
2408	HANSON HOMES	Golf Course	55.426100	Special Projects	2,500.00	183641	6153	RAINGUTTER,FENCE,CONCRETE WALL-GOLF COURSE
2689	JB TIRE	Streets	10.425000	Equip Supplies & Maint	1,984.50	183654	25183	DRIVE TIRES,WHEEL RECON FOR FLEET
4844	LEGACY EQUIPMENT	Streets	45.474500	Machinery & Equipment	77,447.00	183659	69642	PLOW,SALTER,HYDRAULIC & BED
4844	LEGACY EQUIPMENT	Streets	45.474500	Machinery & Equipment	77,447.00	183660	69641	PLOW,SALTER,HYDRAULIC & BED
3112	MIDWEST COMMERCIAL	Treasury	10.425000	Equip Supplies & Maint	1,140.41	183666	126583	UPHOLSTERED STOOL
3113	MIKE & STERLING'S	Police	45.472100	Buildings	17,537.04	183667	SS119548	30% DEPOSIT-CARPET
3195	MOUNTAIN STATES SUPPLY	Water	51.448400	Dist Systm Repair & Maint	15,797.37	183669	S101431169.001	1950 SOUTH PIPE JOB
5453	PLAYSPACE DESIGNS INC	Redevelopment Agency	73.426100	Special Projects	18,852.15	183678	11514	MURDOCK DRINKING FOUNTAIN x9
3607	QUESTAR GAS	Police	10.427000	Utilities	1,419.07	183682	06022015G	ACCT #3401140000
3607	QUESTAR GAS	Light & Power	53.448611	Natural Gas	10,114.10	183682	06052015	ACCT #6056810000
4801	SMITH HARTVIGSEN	Redevelopment Agency	73.431000	Profess & Tech Services	2,008.50	183689	31344	05/15 LEGAL FEES
6483	TURF SOLUTIONS, INC	Golf Course	55.426100	Special Projects	1,000.00	183704	1027	REBUILT TWO SAND BUNKERS
4450	VERIZON WIRELESS	Light & Power	53.448641	Communication Equipment	2,068.65	183712	9746514146	ACCT #371517689-00001
TOTAL:					<u>\$ 291,045.57</u>			

Expenditure Report for Invoices >\$1,000.00

Paid June 15, 2015

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INC.	Recycling	48.431550	Recycling Collection Service	\$ 30,887.15	183720	05312015	MAY RECYCLING FEES
1212	ASPLUNDH TREE EXPERT	Light & Power	53.448632	Distribution	4,623.92	183727	65155215	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.448632	Distribution	5,140.40	183727	65155115	TREE TRIMMING
1596	CATE RENTAL & SALES	Streets	10.425000	Equip Supplies & Maint	1,137.96	183739	Z12916	PARTS-DYNAPACK PAVER
1596	CATE RENTAL & SALES	Streets	10.425000	Equip Supplies & Maint	1,917.76	183739	Z12733	PARTS-DYNAPACK PAVER
1599	CCG-HOWELLS	Police	10.445100	Public Safety Supplies	5,240.90	183740	55222	LINEUP ROOM CHAIRS AND TABLES
1609	CENTERVILLE REDEVELOPMENT	RAP Tax	83.475300	Interlocal Payment-Centerville	32,533.06	183742	06232015	MONTHLY RAP TAX
1836	CUSTOM FENCE CO.	Parks	10.426000	Bldg & Ground Supply & Maint	1,160.00	183752	K4841	CHAIN LINK FENCE-WELL PARK
1888	DAVIS COUNTY GOVERNMENT	Police	10.431600	Animal Control Services	5,147.74	183755	71472	MAY 2015 ANIMAL CONTROL
1974	DJB GAS SERVICES INC.	Cemetery	59.426000	Bldg & Ground Supply & Maint	1,462.25	183758	555678	THERMAL ARC FABRICATOR
1986	DONALDSON COMPANY INC.	Light & Power	53.448614	Plant Equipment Repairs	6,914.63	183759	1429413	CONTROL BOX ASSEMBLY
2164	FERGUSON ENTERPRISES	Water	51.448400	Dist Systm Repair & Maint	4,123.01	183766	955213	1950 SOUTH PIPE JOB
2350	GREEN SOURCE, L.L.C.	Golf Course	55.426000	Bldg & Ground Supply & Maint	5,305.50	183773	11260	FERTILIZER
6485	H2O ENVIRONMENTAL INC.	Light & Power	53.448638	PCB Disposal	3,725.00	183776	8397413	PCB OIL DISPOSAL
2446	HD SUPPLY POWER SOLUTIONS	Light & Power	53.448632	Distribution	1,485.00	183779	2872094-01	MINI WEDGE
2562	HYDRO SPECIALTIES CO	Water	51.448400	Dist Systm Repair & Maint	2,796.00	183784	17547	METERS
2664	J & J NURSERY AND GARDEN	Parks	10.426000	Bldg & Ground Supply & Maint	1,270.00	183788	207670	SILVER BALL PEAR
2691	JC GOLF ACCESSORIES	Golf Course	55.448220	Pro Shop Misc Supplies	1,002.66	183790	SI-113931	PENCILS
2727	JOHNSON, ALLEN R	Light & Power	53.423000	Travel & Training	1,502.53	183791	06102015	TRAVEL-APPA NATL CONV
2727	JOHNSON, ALLEN R	Light & Power	53.423002	Travel Board Members	2,955.43	183791	06102015	TRAVEL-APPA NATL CONV
2799	KELLERSTRASS ENTERPRISE	Streets	10.425000	Equip Supplies & Maint	21,603.27	183792	243166	FUEL
6273	MASTER BRANDS, INC	Light & Power	53.445201	Safety Equipment	1,051.23	183799	48102	FUR COATS/VESTS
3195	MOUNTAIN STATES SUPPLY	Water	51.448400	Dist Systm Repair & Maint	10,355.58	183803	S101433004.001	PVC PIPE
3572	PROFESSIONAL CLEANING	Police	10.426000	Bldg & Ground Supply & Maint	2,400.00	183813	2023	MONTHLY OFFICE CLEANING SERVICE
3609	QUESTAR GAS-REMITTANCE	Light & Power	53.472100	Buildings	3,211.52	183819	SJ0001507639	INSTALL NATURAL GAS LINE
5167	SALT LAKE VALLEY-CDJ	Streets	10.425000	Equip Supplies & Maint	1,507.88	183829	6251981	MISC PARTS
4025	STAKER & PARSON COMP	Police	10.426010	Tire House Maintenance	1,191.00	183834	3795278	CONCRETE
4025	STAKER & PARSON COMP	Streets	10.441200	Road Matl Patch/ Class C	2,146.76	183834	3790499	PATCHING
4025	STAKER & PARSON COMP	Streets	10.473200	Road Materials - Overlay	12,906.96	183834	3794756	OVERLAY-50 W 2750 S DAVIS BLVD
6328	SUNSET ELECTRIC	Police	10.425200	Communication Equip Maint	7,119.30	183840	3927	ELECTRICAL WORK
4171	THATCHER COMPANY	Water	51.448000	Operating Supplies	3,471.00	183843	1363749	CHLORINECONTAINERS
4777	TNT FIRST-AID, LLC	Streets	10.448000	Operating Supplies	1,863.00	183850	1718	AED
4777	TNT FIRST-AID, LLC	Landfill	57.448000	Operating Supplies	1,863.00	183850	1718	AED
4229	TOM RANDALL DIST. CO	Cemetery	59.426000	Bldg & Ground Supply & Maint	1,069.68	183851	230398	FUEL
5224	WATCH GUARD VIDEO	Police	10.445100	Public Safety Supplies	1,750.00	183862	4BOINV0000600	EVIDENCE LIBRARY SOFTWARE LICENSE KEY
4574	WHEELER MACHINERY CO	Streets	10.425000	Equip Supplies & Maint	2,517.09	183863	SS000056942	CYLINDER REPAIR FOR WATER'S BACKHOE #1112
TOTAL:					<u>\$ 196,358.17</u>			

Expenditure Report for Invoices >\$1,000.00

Paid July 2, 2015

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1428	BOUNTIFUL IRRIGATION	Light & Power	53.472100	Buildings	\$ 3,000.00	183929	3-1856	MAIN CONTROL VALVES
1602	CDW GOVERNMENT, INC.	Computer Maintenance	61.429300	Computer Hardware	4,270.00	183934	WF68167	SSD HARD DRIVES & MOUNTING BRACKETS
2039	EDWARDS, DAVID	Police	10.445100	Public Safety Supplies	2,951.70	183945	06292015	TV & ACCESSORIES,WOOD & CONCRETE
5026	GLOBAL SURVEILLANCE	Police	10.445100	Public Safety Supplies	4,175.00	183949	GS-11230	TIER 2 VIDEO SERVER,CAMERA,ENCODER,INSTALLATION
2517	HOME DEPOT CREDIT SERV	Police	10.426010	Tire House Maintenance	1,197.22	183956	5974223	BUILDING MAINTENANCE
5645	I4 SOLUTIONS, INC.	Information Systems	10.431000	Profess & Tech Services	4,750.00	183960	75396	WEB DESIGN & DOCUMENT MIGRATION
2875	L.N. CURTIS & SONS	Police	10.445100	Public Safety Supplies	1,700.00	183966	8500024-00	STRUCTURED VEST
3113	MIKE & STERLING'S	Police	45.472100	Buildings	40,919.64	183969	SS1195488	BALANCE ON CARPET INSTALLATION
3271	NETWIZE	Information Systems	45.474500	Machinery & Equipment	5,400.00	183976	NW8189	EMC NETWORK STORAGE-INSTALL,MIGRATION,CONFIG
3335	NYHART	Legislative	10.431000	Profess & Tech Services	3,675.00	183977	112413	OPEB PLAN ACTUARIAL REVIEW (GASB 45)
3448	PERFORMANCE AUDIO	Police	10.445100	Public Safety Supplies	9,491.10	183981	W033634	MICROPHONE,AMP,TRANSMITTER,RACKS,MIC WIRE,SPEAKER
6555	POLL SOUND	Police	10.445100	Public Safety Supplies	4,647.33	183985	47386	SCALING PRESENTATION MATRIX SWITCHER
3549	PREMIER VEHICLE INST	Police	10.425430	Service & Parts	1,894.03	183987	18490	WINDSHIELD,LED,SIREN,FUSE,INSTALLATION
3549	PREMIER VEHICLE INST	Police	10.425430	Service & Parts	1,894.03	183987	18491	WINDSHIELD,LED,SIREN,FUSE,INSTALLATION
3549	PREMIER VEHICLE INST	Police	10.425430	Service & Parts	1,894.03	183987	18492	WINDSHIELD LIGHT,LED,SIREN,FUSE,INSTALLATION
3549	PREMIER VEHICLE INST	Police	10.425430	Service & Parts	3,348.91	183987	18487	PUSH BUMPER,LIGHTBAR,SPEAKER,LAPTOP MOUNT,INSTALL
3549	PREMIER VEHICLE INST	Police	10.425430	Service & Parts	3,348.91	183987	18488	PUSH BUMPER,LIGHTBAR,SPEAKER,LAPTOP MOUNT,INSTALL
3549	PREMIER VEHICLE INST	Police	10.425430	Service & Parts	3,348.91	183987	18489	PUSH BUMPER,HEADLIGHT FLASHER,INSTALLATION
3832	SALT LAKE MAILING	Treasury	10.429050	Util Billing Supplies	35,000.00	183990	06242015	BILL PRINTING AND MAILING
4016	SPRINT	Police	10.428000	Telephone Expense	1,296.64	183996	456251837-059	ACCT #456251837
4229	TOM RANDALL DIST. CO	Golf Course	55.425000	Equip Supplies & Maint	3,485.39	184003	230714	FUEL
4273	TURF EQUIPMENT CO	Golf Course	55.474500	Machinery & Equipment	31,618.06	184007	385015-00	3300 TRIFLEX HYDRAULIC, SCRAPER KIT
4281	TWIN D INC.	Storm Water	49.462400	Contract Equipment	23,727.17	184008	13467	STORM DRAIN VIDEO AND CLEANING
5000	U.S. BANK CORPORATE	Police	10.445100	Public Safety Supplies	1,253.77	184009	06102015DE	FUEL-TRAINING,WHITE BOARDS,GAS RINGS
5000	U.S. BANK CORPORATE	Police	10.422000	Public Notices	1,783.05	184009	06102015TR	TRAVEL-TOU,COMP ASSESSORIES,SL TRIBUNE,WATCH SIGNS
5000	U.S. BANK CORPORATE	Light & Power	53.423000	Travel & Training	2,015.56	184009	06102015AJ	TRAVEL-APPA/E&O,CAR WASH,CHARGER,
5000	U.S. BANK CORPORATE	Computer Maintenance	61.429300	Computer Hardware	2,069.96	184009	06102015AW	COMPUTERS,GMIS MEMBERSHIP,INTERNET,VACUUM FILTER
5000	U.S. BANK CORPORATE	Light & Power	53.423002	Travel Board Members	3,659.84	184009	06102015AJ	TRAVEL-APPA/E&O,CAR WASH,CHARGER,
5000	U.S. BANK CORPORATE	Legislative	10.466000	Contingency	4,349.54	184009	06102015GH	TRAVEL-CA,WRISTBANDS,LUNCH RDA EXTENTION
4341	UTAH ASSOCIATED MUNI	Light & Power	53.448621	Power Purch IPP	1,406.83	184012	06252015	JUNE 2015 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.448628	Pineview Hydro	2,670.84	184012	06252015	JUNE 2015 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.448622	Power Purch San Juan	179,770.95	184012	06252015	JUNE 2015 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.448620	Power Purch CRSP	217,823.02	184012	06252015	JUNE 2015 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	53.448626	Power Purch UAMPS (Pool, etc)	538,570.56	184012	06252015	JUNE 2015 PAYMENT FOR POWER RESOURCES
4357	UTAH COMMUNICATIONS	Police	10.425200	Communication Equip Maint	2,394.75	184013	55187	MAY MONTHLY RADIO SERVICE
4582	WIGHT HOUSE RECEPTION	Redevelopment Agency	73.423000	Travel & Training	1,121.00	184019	05132015	RDA BUSINESS SYMPOSIUM
TOTAL:					<u>\$ 1,155,922.74</u>			

City Council Staff Report

Subject: Final Acceptance of Davis Blvd. Subdivision's public Improvements
Author: City Engineer
Department: Engineering
Date: July 14, 2015



Background

Davis Blvd. Subdivision is an "infill" subdivisions developed by Haskel Homes which was granted final approval in November 2012. This subdivision was bonded for and recorded in 2013 with the improvements and most of the houses constructed shortly thereafter.

Analysis

This subdivision was constructed on a large parcel with a single house, which was removed, in an otherwise developed area and consists of three lots fronting on Davis Blvd. and 400 North Street. The only improvements requiring bonding were the sewer and irrigation laterals and the replacement of the sidewalk. Haskel Homes completed the required improvements over a year ago and our inspectors have recently checked and verify that they are all still in good shape. The required one year warranty period is over and the bond can now be released and Bountiful City can take responsibility for the continued upkeep.

Department Review

This proposal has been reviewed by the City Engineer/Public Works Director.

Recommendation

We recommend the Council grant final acceptance of Davis Blvd. Subdivision, and approve the release of the Bond.

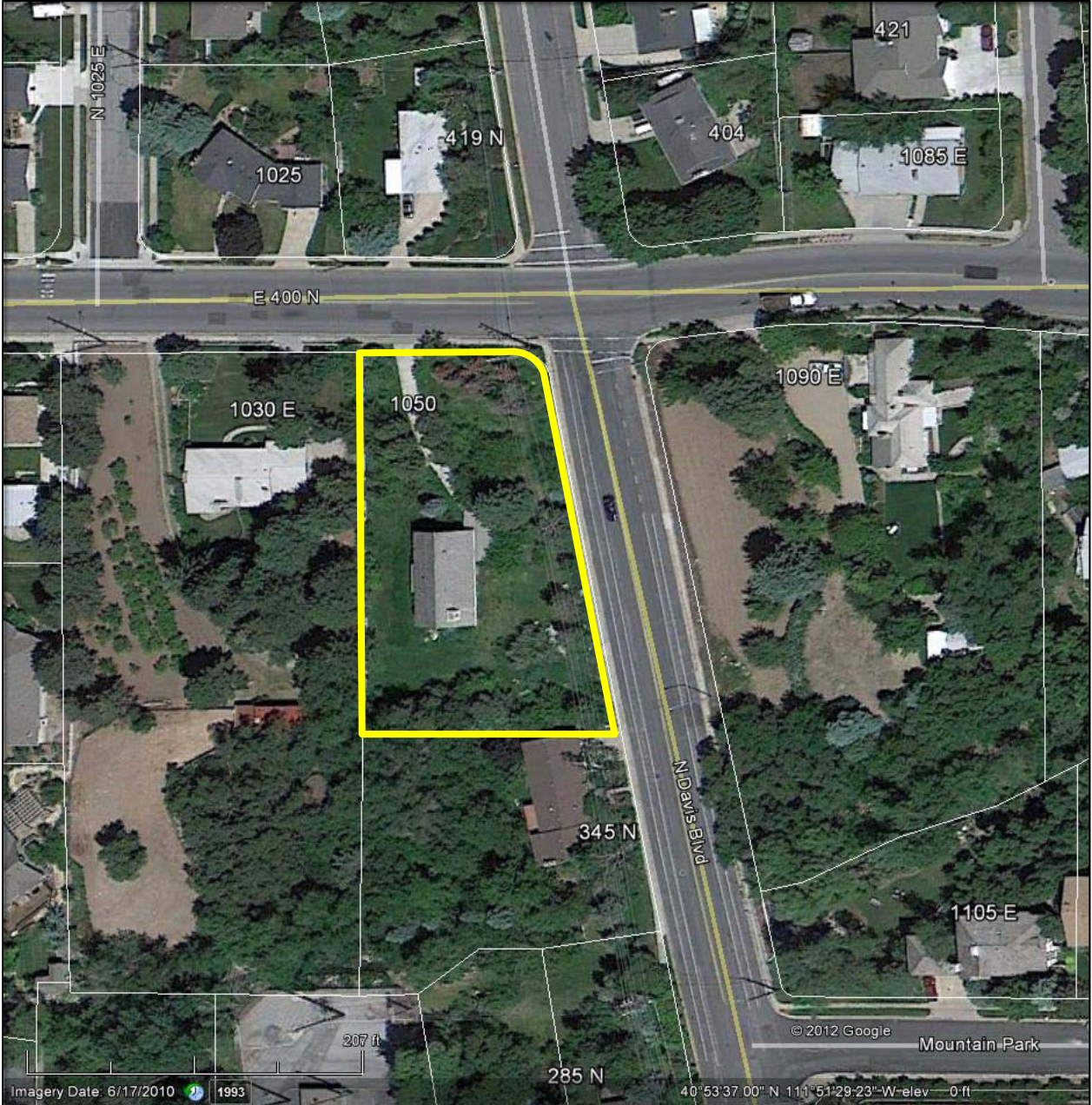
Significant Impacts

The City will now take over the responsibility of maintenance and up-keep of the City streets and release the developers of any further obligations.

Attachments

Lovely aerial photograph of Davis Blvd. Subdivision, as of July 2013.

Aerial Photo and Map of Davis Blvd. Subdivision



Council Staff Report

Subject: Preliminary and Final Subdivision Approval for Charlotte Subdivision
Address: 390 West 1500 South
Author: City Engineer
Department: Engineering, Planning
Date: July 14, 2015



Background

Mr. Joel Hale is requesting preliminary and final approval for a two lot subdivision of the existing parcel of previously unsubdivided ground at 390 West 1500 South. The property is located in the R-4 zone, contains 0.50 acres and currently has a single family home with a large detached garage, both of which are slated to be removed.

Analysis

The proposed subdivision consists of two lots fronting onto 1500 South. Both of the lots contain 10,890 s.f., which is more than the minimum required 8,000 s.f., and they both have 82.50 ft. of frontage, exceeding the minimum required 70.00 ft.

The property currently has a single family home built on the proposed Lot 2 and a garage on the proposed Lot 1. They will both be removed as a part of this subdivision process. Additionally, the property has become very overgrown in the past several years, with many trees overhanging the sidewalk and street. The jungle will be thinned as part of the reconstruction process.

Because the property is already occupied by a residential dwelling, all of the necessary utilities are available either on the property, or in 1500 South Street. New utility laterals will need to be cut into 1500 South for the new lot, which will require payment of a fee to cover the cost to repair the street. Because there are no storm drain pipes in 1500 South serving this area, the property will be allowed to continue to drain as it has in the past, but the developer will be required to pay the normal Storm Water Impact Fee of \$2,100/acre.

The existing sidewalk and curb and gutter are all in relatively good condition so no overall bond for wholesale replacement will be required, rather any repair work required will be covered by the individual bonds required as each of the lots has a building permit issued for a new house.

Department Review

The proposed preliminary plat has been reviewed by the Engineering Department and Planning Department.

Recommendation

The Planning Commission passes a unanimous recommendation for Preliminary and Final Approval with the conditions listed below.

1. Payment of all required fees.
2. Provide a current Title Report.
3. Make any and all redline corrections

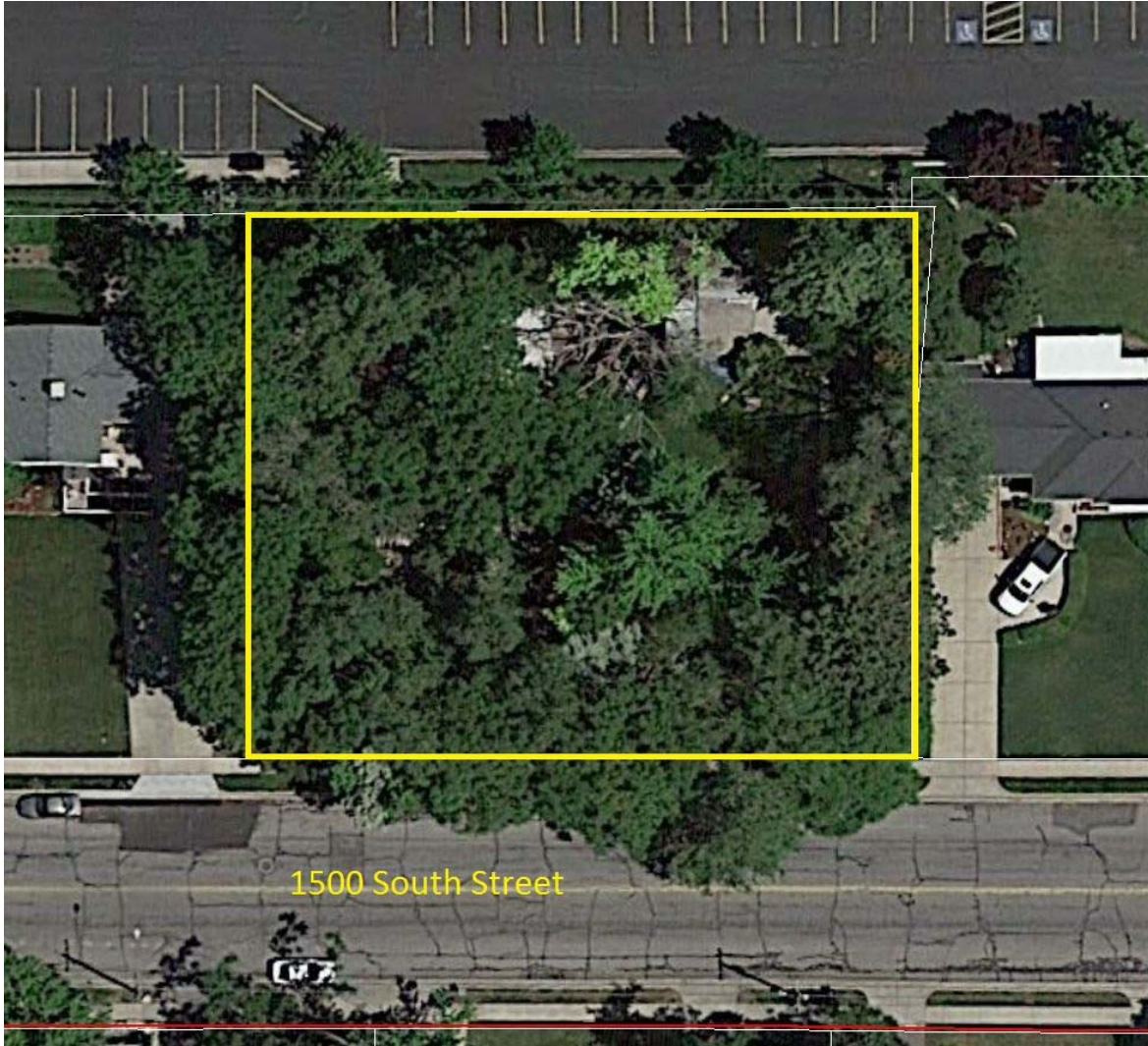
Significant Impacts

This places two homes where there has historically only been one and places one new driveways on to 1500 South. All of the impacts are minor and will not have a detrimental effect on the surrounding area.

Attachments

Aerial photo showing the area to be subdivided
A copy of the Charlotte Subdivision Preliminary Plat.
A copy of the Charlotte Subdivision Final Plat.

Aerial Photo of the proposed Charlotte Subdivision



CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR ACCORDING TO THE LAWS OF THE STATE OF UTAH, DO CERTIFY THAT I HAVE SURVEYED THE PARCEL OF GROUND SHOWN HEREON ACCORDING TO UTAH STATE CODE 17-23-17.

DESCRIPTIONS

DEED DESCRIPTION

BEGINNING ON THE NORTH LINE OF A STREET AT A POINT 443.26 FEET EAST OF THE SOUTHWEST CORNER OF LOT 5, BLOCK "K", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, IN THE CITY OF BOUNTIFUL, COUNTY OF DAVIS, STATE OF UTAH, AND RUNNING THENCE NORTH 132 FEET TO THE SOUTH LINE OF PROPERTY CONVEYED TO D.M. NELSON BY DEED RECORDED DECEMBER 11, 1939, IN BOOK "1R", AT PAGE 118 OF DEEDS; THENCE EAST 165 FEET; THENCE SOUTH 132 FEET TO THE NORTH LINE OF SAID STREET; THENCE WEST 165 FEET ALONG SAID STREET TO THE POINT OF BEGINNING.

NEW DESCRIPTION

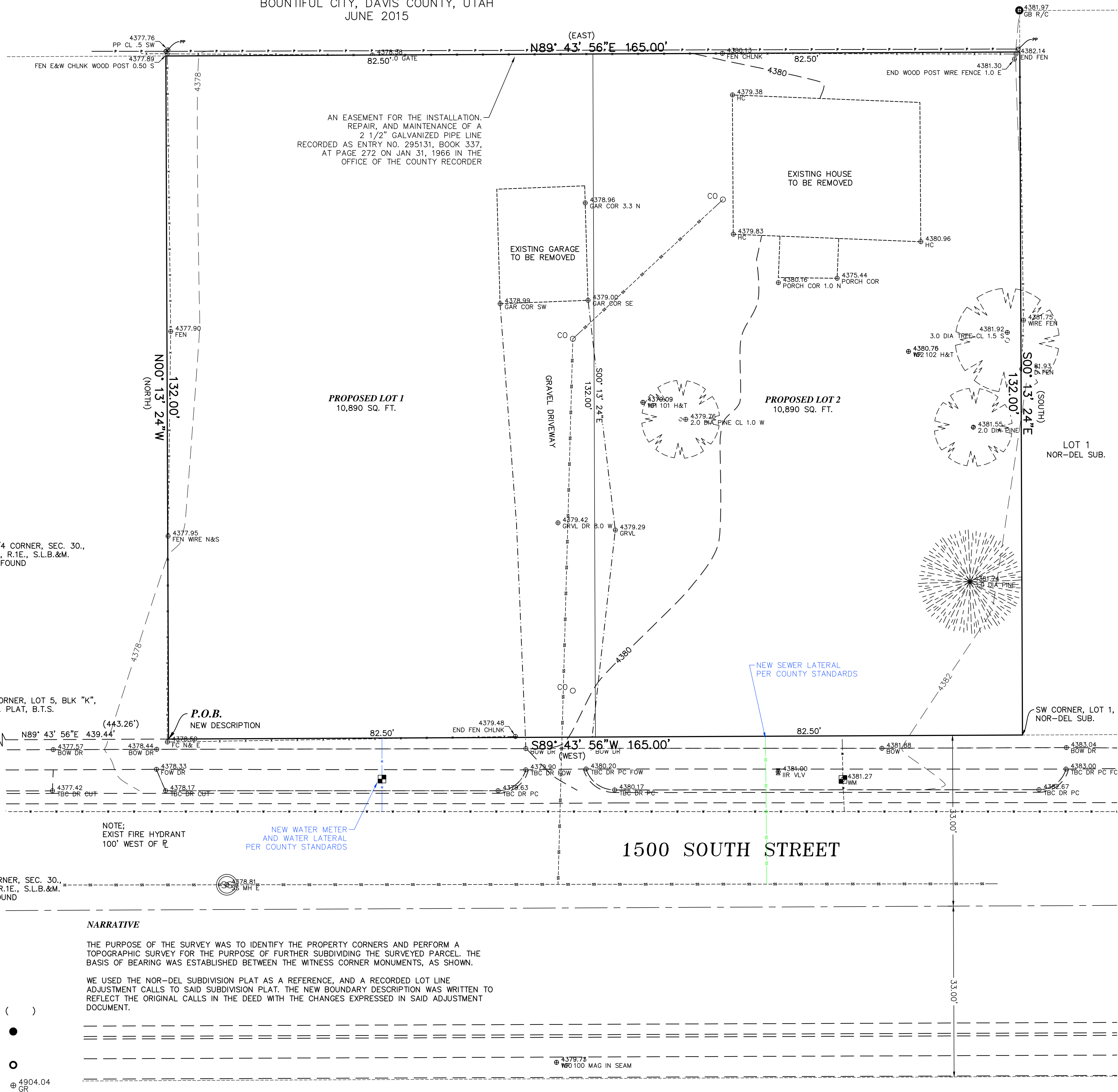
BEGINNING AT POINT ON THE NORTH LINE OF 1500 SOUTH STREET THAT IS NORTH 00°13'24" WEST 1316.36 FEET ALONG THE SECTION LINE TO THE SOUTHWEST CORNER OF LOT 5, BLOCK "K", NORTH MILL CREEK PLAT, BOUNTIFUL TOWNSITE SURVEY, AND NORTH 89°43'56" EAST 439.44 FEET (RECORD 443.26 FEET) ALONG SAID NORTH LINE FROM THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°13'24" WEST 132.00 FEET TO THE SOUTH LINE OF THE PROPERTY CONVEYED TO D.M. NELSON BY DEED RECORDED DECEMBER 11, 1939, IN BOOK "1R", AT PAGE 118 OF DEEDS; THENCE NORTH 89°43'56" EAST 165.00 FEET TO THE WEST LINE OF LOT 1, NOR-DEL SUBDIVISION; THENCE SOUTH 00°13'24" EAST 132.00 FEET ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTH LINE OF 1500 SOUTH STREET; THENCE SOUTH 89°43'56" WEST 165.00 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINS 0.50 ACRES.

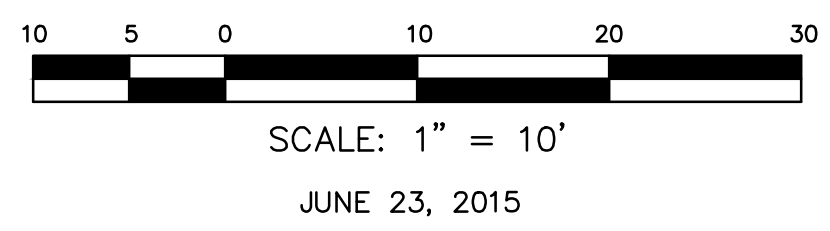
CHARLOTTE SUBDIVISION

PRELIMINARY PLAT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30,
TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
BOUNTIFUL CITY, DAVIS COUNTY, UTAH
JUNE 2015



PRELIMINARY
NOT FOR RECORDING



WITNESS CORNER TO THE W 1/4 CORNER, SEC. 30., T.2N., R.1E., S.L.B.&M. FOUND DRILL HOLE FOR NAIL

WITNESS CORNER TO THE SW CORNER, SEC. 30., T.2N., R.1E., S.L.B.&M. FOUND D.C.S. MONUMENT

LEGEND

PROPERTY/PROPOSED SUBDIVISION LINE	—————
PROPOSED LOT LINE	—————
ADJACENT PROPERTY	-----
ROAD CENTERLINE	-----
TIE TO MONUMENT	-----
SECTION LINE	-----
EXISTING INDEX CONTOUR	----- 4220 -----
EXISTING MINOR CONTOUR	-----
FENCE LINE	-----
EDGE OF GRAVEL DRIVE	-----
CURB, GUTTER, SIDEWALK	-----
PUBLIC UTILITY EASEMENT (P.U.E.)	-----

RECORD CALLS

SET 5/8" REBAR WITH H&A CAP, LS# 166385, AT CORNER (UNLESS OTHERWISE NOTED)	●
FOUND PROPERTY MARKER (AS NOTED)	○
EXISTING SPOT ELEVATION	⊕ 4904.04 GR

NARRATIVE

THE PURPOSE OF THE SURVEY WAS TO IDENTIFY THE PROPERTY CORNERS AND PERFORM A TOPOGRAPHIC SURVEY FOR THE PURPOSE OF FURTHER SUBDIVIDING THE SURVEYED PARCEL. THE BASIS OF BEARING WAS ESTABLISHED BETWEEN THE WITNESS CORNER MONUMENTS, AS SHOWN.

WE USED THE NOR-DEL SUBDIVISION PLAT AS A REFERENCE, AND A RECORDED LOT LINE ADJUSTMENT CALLS TO SAID SUBDIVISION PLAT. THE NEW BOUNDARY DESCRIPTION WAS WRITTEN TO REFLECT THE ORIGINAL CALLS IN THE DEED WITH THE CHANGES EXPRESSED IN SAID ADJUSTMENT DOCUMENT.

HILL & ARGYLE, Inc.
Engineering and Surveying
181 North 200 West, Suite #4, Bountiful, Utah 84010
(801) 296-2236 Phone, (801) 296-5983 Fax

SURVEY REQUESTED BY
CHARLOTTE SUBDIVISION
for: JOEL HALE
390 WEST 1500 SOUTH
LOCATED IN THE SW 1/4 OF SECTION 30, T.2N., R.1E., S.L.B.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DRAWN BY: JRC	DATE: 06/16/15
APPROVED VRR	DATE: XX/XX/XX
REV. BY	DATE

SHEET	1	OF	1
SHEET NAME	BOUNDARY		
DRAWING NAME	TOPO BOUNDARY		
PROJECT NO.	15-248		

City Council Staff Report



Subject: Purchase of Work Truck with Utility Bed

Author: Brock Hill

Department: Building Maintenance

Date: 14 July 2015

Background

The Building Maintenance Department is tasked with the duties of maintaining all Bountiful City owned buildings and facilities including City Hall, Public Safety, The Streets, Parks, and Water shops, the Power Department, Stoker School, Bountiful Davis Arts Center, the Smedley House, Golf Course Proshop and maintenance shop, all park restrooms and pavilions, and special projects as assigned. Daily tasks include maintenance of HVAC, plumbing and electrical systems, light fixtures, roofing systems, windows and doors, exteriors, painting, and overall upkeep. These maintenance tasks are completed by 1 full time employee and 1 seasonal employee.

Analysis

Currently, the maintenance department has one truck with a utility bed that is used for all maintenance activities. It is heavily relied upon to carry all equipment, tools, parts and supplies used in maintenance operations. During heavy maintenance demands and workloads a truck from the parts department is borrowed in order to complete all tasks in a timely manner. The truck is a 2006 Ford F350 with utility bed. It has approximately 78,000 miles. The utility bed has been repaired several times in an attempt to get the most use out of it and is rusting through at the tools storage doors and underneath at the mounting brackets and is becoming a safety concern. Bruce is on call 24 hours per day 7 days per week and is permitted to drive this truck home in the event of after hour call outs. It is necessary that the truck be replaced.

Three companies were asked to submit estimates for a 2015, 3/4 ton truck with utility bed. 2 Companies responded, Larry H. Miller Dodge and Young Automotive group. The prices are as follows:

Larry H. Miller (Dodge) – \$36,903.82

Young Automotive Group (Chevrolet or Ford) – \$33,774.82

Performance Ford (Ford) – no response

This purchase is part of the 2015-16 capital improvement plan as adopted by City Council and there are sufficient funds in the budget.

Department Review

The review was completed by the Parks and Building maintenance Departments.

Significant Impacts

Not replacing the existing work truck will limit the ability of the maintenance staff to perform their assigned duties in an efficient, timely, and safe manner.

Recommendation

Staff recommends the Council approve the purchase of a Ford 3/4 ton work truck with utility bed as specified, from Young Automotive Group, for the purchase price of \$33, 74.82

Attachments

None (estimates are available for review as requested)

City Council Staff Report

Subject: Golf Course Greens Mower
Author: Brock Hill/Tom Rhoades
Department: Golf
Date: 14 July 2015



Background

Bountiful Ridge Golf Course carries a reputation as being one of the premier public courses throughout the State. The expectation of maintaining the golf course at peak conditions, consistency, and playability has always been a top priority for City Officials, the golf professional, and the course maintenance staff. A critical part of a golf course and a feature that often sets a course apart from others, are the greens. Maintaining the greens for turf health, consistency, and playability is a time consuming process, one in which the maintenance staffs relies heavily on their equipment.

Analysis

Currently the golf course has two Jacobsen greens mowers in its greens maintenance equipment inventory. They are used for mowing and turf maintenance tasks on and around the greens. The older of the two was purchased in 1992. It is beginning to show its age and is requiring more maintenance, time, and funds each season. It is necessary to replace this piece of equipment.

Comparable greens mowers were researched and asked to be made available for an onsite demonstration. Only two companies responded, John Deere and Turf Equipment who sells Toro equipment. After using each of the greens mowers, comparing available features, and taking into account other equipment currently in operation at the golf course; it is recommended that we use Turf Equipment & Irrigation, Inc. as the vendor for the purchase of 1 new Toro Greensmaster 3300 Triflex greens mower at the cost of \$31,608.00. Turf Equipment & Irrigation, Inc. is the vendor who holds the State of Utah Contract for this equipment and has already been through a competitive bid process and has previously met the State's and City's requirement for soliciting bids.

Department Review

The review was completed by the Parks Department with the cooperation of the golf course assistant superintendent and mechanic.

Significant Impacts

Not replacing the oldest mower, in its existing condition, will greatly impact the golf course maintenance staff's ability to maintain the golf course's greens efficiently and effectively, with consistent reliable playability.

The mower has been budgeted for and there are sufficient funds in the budget to cover the costs associated with this purchase.

Recommendation

Staff recommends the Council approve the purchase of the Toro greens mower, as specified, from Turf Equipment & Irrigation, Inc. through the State of Utah Contract, for the price of \$31,608.00.

Attachments

None (estimate is available for review as requested)

City Council Staff Report



Subject: Purchase of 11 Yamaha golf carts

Author: Kent McComb, Golf Professional

Department: Golf

Date: June 30, 2015

Background

The Golf Course would like to purchase 11 new Yamaha golf carts to replace 11 of our older golf carts in the fleet. Each year it has been our practice to rotate and replace a portion of our golf cart fleet with new carts. We have typically purchased anywhere from 10-15 new golf carts each year while trading the same number of our older carts. This rotation has helped us to maintain a golf cart fleet that is in good and workable condition.

Analysis

Highland Golf Company currently has the state contract for electric and gasoline golf carts. It is our recommendation that we accept the following state price for eleven (9) Yamaha electric golf carts and two (2) gasoline golf carts from Highland Golf for a total state contract price of \$31,283.00. The golf cart budget for 2015-2016 is \$56,000.00.

Department Review

Reviewed by Brock Hill

Reviewed by the Golf Course Staff

Recommendation

Our Golf Course staff recommends that the Council authorize the purchase of 11 golf carts in the amount of \$31,283.00 from Highland Golf Company.

Significant Impacts

There are sufficient funds in the golf cart account (425100) to cover the cost of this purchase. Additional funds will be used towards this year's battery replacements, parts and repair costs, logo decals, number decals, tournament name plates, and extra sand & seed bottles.

Attachments

Quote Highland Golf



Yamaha Golf Car Proposal

June 15, 2015

Presented to:

***Bountiful Ridge Golf Course
C/O Kent McComb***

Presented by:

Highland Golf

Lynn Ware

1331 West 3300 South

Salt Lake City, Utah 84119

(801) 322-GOLF / Cell: (801) 244-5055



Summary

Kent, please review the following proposal that includes *Nine (9) New Yamaha 2015 YDRE Electric and Two (2) New Yamaha 2015 YDRA Gasoline* golf cars. The quote reflects the State Contract MA 415 price (new on 4/10/2013). I have also included a trade-in quote for 9 Yamaha 2011 YDRE 48-volt electric golf cars & 2 Yamaha 1993/4 G9A Gas Maintenance golf carts. Please call me if you have questions regarding this quote.

PROPOSAL FOR 11 NEW YAMAHA 2015 YDR GOLF CARS

<u>Vehicle Type</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Amount</u>
2015 Yamaha YDRE Electric	9	\$3,794.00	\$34,146.00
2015 Yamaha YDRA Gas	2	\$3,793.00	\$ 7,586.00
Sand & Seed Bottle Kits	22	\$ 11.50	\$ 253.00
Silver Hubcaps Sets	11	\$ 18.00	\$ 198.00
TOTAL NEW PURCHASE PROPOSAL:			\$42,183.00
Trade Offer (see below)	11		(\$10,900.00)
NET PURCHASE PROPOSAL:			\$31,283.00

Notes: Cars include: Glacier White Body, Stone Beige Top/Seat, Sweater Basket, Silver Hubcaps & other Standard Features including the *TROJAN HYDROLINK Single-Point Battery Watering System*. The state contract prices have not changed since last year. **Delivery Estimated for mid-July 2015**

TRADE-IN OFFER

<u>Make/Model/Year</u>	<u>Qty</u>	<u>Value/Car</u>	<u>Extended Amount</u>
2011 Yamaha YDRE Electric	9	\$1,100.00	\$ 9,900.00
1993/4 Yamaha G9A Gas	2	\$ 500.00	\$ 1,000.00
Total Trade Offer:			\$10,900.00



City Council Staff Report



Subject: Vehicle Purchase
Author: Chief Ross
Department: Police Department
Date: July 14, 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 2016 budget.

Analysis

The vehicles to be purchased are two 2016 Ford Explorers which will be assigned to the patrol and detective divisions. The Explorers are police package equipped and will be purchased from Performance Ford utilizing state bid contract pricing. The cost is \$31,116 each for a total of \$62,232 which is within the amount budgeted.

The following vehicles will be replaced and sold later this summer;

- 2007 Ford Explorer with approximately 95,000 miles
- 2009 Ford Explorer with approximately 110,000 miles

Department Review

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

Significant Impacts

Sufficient funds are currently budgeted.

Recommendation

I respectfully request your approval to purchase two Ford Explorers in the amount of \$62,232. Thank you for your time and consideration in this matter.

Attachments

N/A

Power Commission

Subject: Office Remodel Architectural Fees
Author: Allen Ray Johnson
Department: Light & Power
Date: June 23, 2015



Background

Last November we obtained an approval of \$91,882 for Architectural and Engineering services to be provided by JRCA Architects in connection with the Office Remodel project. Since last November the scope of the project has grown to include; a complete remodel of the main floor instead of a partial remodel, some seismic reinforcement, some asbestos abatement, a material storage structure, and new office furniture.

Analysis

The increase in the scope of the project has added an additional \$50,263 to the Architectural and Engineering fees for a new total of \$140,972.

Department Review

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

Significant Impacts

This item is included in the 2015-16 fiscal budget and will be paid for from the Capital Work In Progress account 535300-472100.

Recommendation

The Power Commission and Staff recommend approval of the additional \$50,263 for Architectural and Engineering services to be provided by JRCA Architects.

Attachments

None

City Council Staff Report

Subject: General Contractor, Substation Rebuild
Author: Allen Ray Johnson
Department: Light & Power
Date: July 14, 2015



Background

We are planning to do a complete rebuild of our Southwest Substation which is located at 252 West 1800 South, Bountiful, Utah. Demolition of the existing substation is scheduled for mid September 2015 and the new substation should be back in service by or before May 2016.

Analysis

This project has a tight time schedule because we cannot take the existing substation out of service until after the summer loads drop off in September. We will need to shift the load from the Southwest substation to the Southeast substation and the Central substation. We will need to have the new Southwest substation back in service before the 2016 summer loads come up. This will give us about 7 months to get the new Southwest substation back in service.

We have worked with two local electrical construction companies that have the ability to do this type of project. Cache Valley Electric Company completed our 138 Substation Project for us in 2012, and Wasatch Electric Company completed our Power Plant and Central substation project in 2012. We were very happy with the work from both companies.

We have received bids from both companies.

Electrical Construction Company		Total Bid Price	Delivery
Cache Valley Electric Co.	Salt Lake City	\$1,617,764	6 Months
Wasatch Electric Co.	Salt Lake City	\$1,720,596	6 Months

We believe we have received complete bids from both companies.

Department Review

This has been reviewed by the Power Department Staff, the City Manager and Electrical Consultants, Inc. (ECI) which is the electrical engineering firm that we have hired to assist us with the Southwest Substation project.

Significant Impacts

This item is included in the 2015-16 fiscal budget and will be paid for from the Capital Work In Progress account 535300-474780.

Recommendation

Staff and ECI recommend approval of the bid from Cache Valley Electric Co. for a total of \$1,617,764.

We will send this item out to the Power Commission and poll them by phone to get their recommendation. We will bring their recommendation to the City Council meeting that night.

Attachments

None

City Council Staff Report

Subject: Single Bucket Truck Purchase
Author: Allen Ray Johnson
Department: Light & Power
Date: July 14, 2015



Background

The Light & Power Department 2015-16 budget includes a purchase of a single bucket truck that will be used by our line crews and technicians. This is a specialized truck used to maintain overhead lines, street lights, and traffic controls.

We have found a new demo unit which includes a Versalift SST-37 Aerial Lift on a Dodge 5500 4X4 cab and chassis. We only have one bid for this unit because it is a demo and a one of a kind and Mountain States has the state bid for this aerial and we are able to purchase it under the state bid contract.

Analysis

General Contractor	Office Location	Total Bid Price	Schedule
Mountain States Industrial Services	Salt Lake City, Utah	\$110,979.00	immediately

We have purchased equipment from Mountain States before and they have been good to work with. Mountain States is interested in taking our excess oil burner in on trade and they are willing to give us a credit of \$1,200.00 plus remove it from the building.

Department Review

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

Significant Impacts

This item is included in the 2015-16 fiscal budget and will be paid for from the Capital Vehicles account 535300-474600.

Recommendation

Staff recommends approval of the purchase and the trade credit for the total sum of \$109,779.00 with the trade in for the waste oil burner.

This item will be sent to the Power Commission meeting and we will bring their recommendation with us to the City Council meeting that night.

Attachments

None

City Council Staff Report

Subject: Trip Hazard Elimination Contract Renewal
Author: City Engineer
Department: Engineering
Date: July 14, 2015



Background

Since 2001 Bountiful City has used Precision Concrete Cutting as our Sole Source provider for sidewalk Trip Hazard cutting and elimination. This has been a very popular and successful way of removing uneven places in sidewalks without the high cost of complete removal and replacement of the concrete. We have covered every sidewalk in the city once but because trees keep growing and walks keep moving, we are in the process of reexamining and cutting the city sidewalks a second time.

Analysis

Precision Concrete Cutting is the sole source provider for the type of service we require because the company founder developed the tools and method of concrete cutting that results in the smooth transitions that are desirable for sidewalk travel. Precision Concrete Cutting now owns several patents that make them the sole source for this process. The attached memo from Aaron Olliver, President of Precision Concrete Cutting explains the patents that cover their work. We have explored other processes in the past and have found the results to be very rough and undesirable.

Precision Concrete Cutting is proposing a cost of:

\$23.45/ inch-ft. (2.18% increase)

The 2014 price was \$22.95/inch-ft.

I have attached a copy of the proposal for your review.

The Streets department has budgeted \$100,000 for this work in the coming year.

Department Review

This proposal has been reviewed by the City Engineer/Public Works Director.

Recommendation

I recommend that the Council accept the proposal of Precision Concrete Cutting to provide Trip Hazard Elimination at the unit price of \$23.45 per inch-foot as proposed.

Significant Impacts

None

Attachments

Precision Concrete Cutting Sole Source Disclosure

Precision Concrete Cutting 2015 Price Proposal



July 17, 2013

Paul C. Rowland, Engineer
Bountiful City
790 South 100 East
Bountiful, UT 84011

RE: Patent information

Dear Mr. Rowland:

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

- U.S. Pat. No. 6,827,074
- U.S. Pat. No. 6,896,604
- U.S. Pat. No. 7,000,606
- U.S. Pat. No. 7,143,760
- U.S. Pat. No. 7,201,644
- U.S. Pat. No. 7,402,095

Precision Concrete Cutting is the sole-sourced provider of these patents. If you have any questions or comments please feel free to give me a call.

Regards,

Aaron C. Ollivier
President
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-3990





Contact: Jared Taylor
Mobile: 801.369.6635
Fax: 801.855.7150

SIDEWALK TRIP HAZARD REPAIR PROGRAM PROPOSAL: Bountiful City Rate FY 2015/2016



Presented to: Paul Rowland
July 2015

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.



COMMITMENT SUMMARY

COST SAVINGS

We'll repair your sidewalks for 70-90% less than sidewalk replacement, which means you can do more for your community for less.

A.D.A. COMPLIANCE

Patented technology that brings sidewalks into ADA compliance

CLEAN

Our patented containment system captures dust and debris to bring you the cleanest process available.

SAFE

Decrease liability on your pedestrian walkways

DETAILED REPORTING

We track our jobs with honesty and integrity. Invoices show measurements, locations and cost for each hazard.

LOW IMPACT

Efficient systems with an average removal time of 20 minutes, no sidewalk closures.

FULL SERVICE CONTRACTOR

Complete GIS integration, mapping, etc.



ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service.

Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds).

Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.



Bountiful - 2015/2016 Fiscal Year Rate - \$23.45

Americans with Disabilities Act requires all trip hazards over 1/4 inch to have edge treatment. Our maximum size of trip hazard we prefer to remove is no higher than 2 inches. Cities typically give us specific areas to work in and have us remove all trip hazards between 1/4 inch and 2 inches. The city is to determine the specifications of removing the height of trip hazards. Slabs that contain cracks beyond repair and slabs that contain Spalling will not have trip hazards removed and will be marked on the invoice for replacement. All work performed is at the required 1:12 ratio.

These prices assume we will be cutting in a specific area and do not require mobilization from one area to another. Most cities plot out continuous street blocks for us to work on.

Our rates include marking out the height of each trip hazard, recording the address where the trip hazard is located and mapping on a city map where all trip hazards have been removed.

Proposed Breakdown

Quantity of Trip Hazards to be Repaired	2,700 - 3,000 (depending on the average inch feet)
Total Lineal Feet to be Cut	300-450 (depending on the average inch feet)
Total Inch Feet to be Cut	4,265
Rate Per Inch Foot	\$23.45
Proposed Budget	\$100,000




- ✓ EXCEEDS ADA COMPLIANCE
- ✓ MOST COST-EFFECTIVE
- ✓ CLEANEST PROCESS
- ✓ HIGHEST QUALITY
- ✓ DETAILED REPORTING
- ✓ SERVICING NORTH AMERICA



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

MAKING SIDEWALKS MORE WALKABLE FOR PEDESTRIANS EVERYDAY.



INNOVATION

- Patented technology
- Smart phone app
- GPS survey maps



ENVIRONMENTAL RESPONSIBILITY

- Patented system captures any dust and debris
- Small equipment reduces noise and CO2 emissions
- All concrete removed is recycled



SIDEWALK TRIP HAZARD



LIABILITY REMOVED

Our repairs :

- Are ADA compliant
- Remove the liability
- Don't cause disruptions
- Make sidewalks safe

AFFORDABILITY

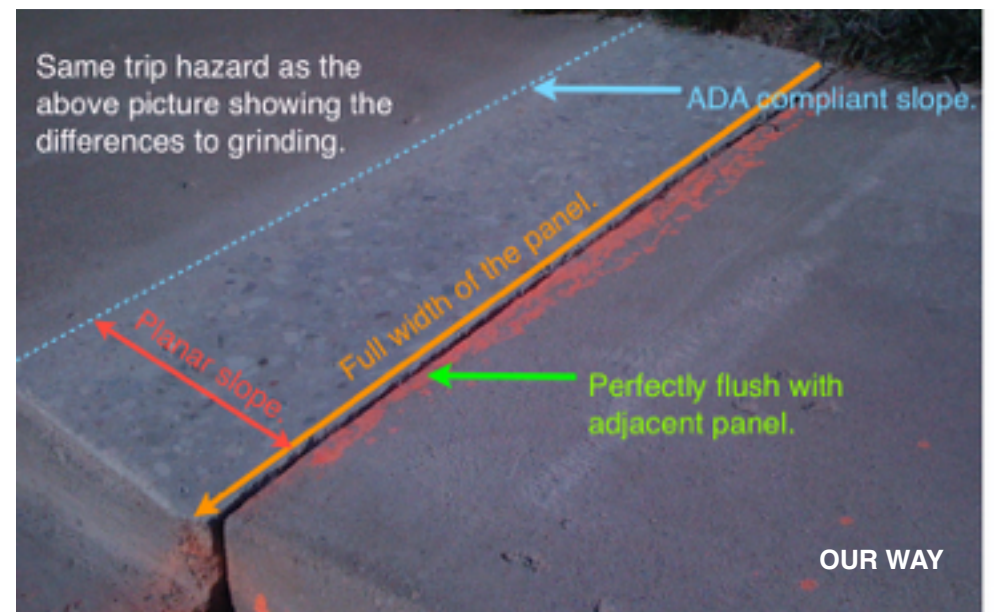
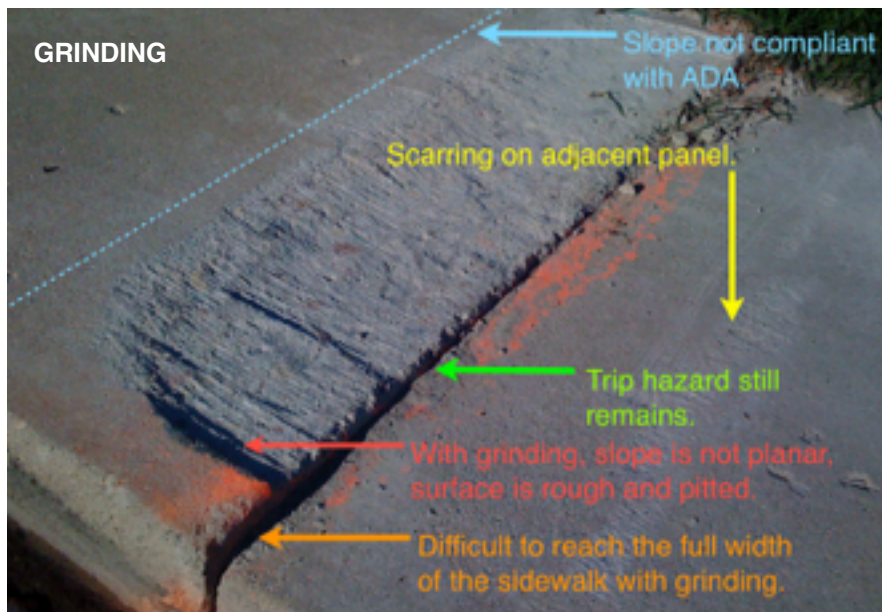
Sidewalk repairs typically save you 70 - 90% compared with sidewalk replacement.

We saved our customers over \$75,000,000 last year!

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

THE PRECISION CONCRETE CUTTING DIFFERENCE

Our patented technology and innovative sidewalk repairs process leaves you with a beautiful, smooth surface that is ADA compliant - a result you can't get with grinding. Plus, our method saves you money!



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PRECISION CONCRETE CUTTING REPAIRS



The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

Council Staff Report

Subject: Preliminary Subdivision Approval for Val Verda Meadows Subdivision
Address: 259 West 3100 South
Author: City Engineer
Department: Engineering, Planning
Date: July 14, 2015



Background

Brighton Homes, acting as developer, is requesting preliminary approval for an eight lot subdivision of three existing lots in Block 2 of the ValVerda Plat A Subdivision. The property fronts onto 3100 South Street on the north and has frontage along 200 West on the east. The property is located in the R-4 zone, contains just short of 2.65 acres and currently has two single family homes. This submittal is a revision of the proposed subdivision which was reviewed by the City Council in January of this year and is not a request for approval of a different development, rather it is simply a revision of an existing development application. As such, no additional application fees are required and it is not subject to the current moratorium.

Analysis

The proposed subdivision consists of eight lots, three of which front onto 200 West Street and five front onto a new 300 ft. long cul-de-sac. The smallest of the proposed lots contains 9,110 s.f. and the largest contains 17,141 s.f., all in excess of the required minimum 8,000 s.f. for the zone. In addition, all of the lots have more than the required 70 ft. frontage for interior lots and 80 ft. for corner lots.

The property to be subdivided consists of Lot 16, Lot 17 and half of Lot 18 of Block 2 of the original ValVerda Plat A Subdivision. Lots 16 and 17 are still their original 1 acre size, but Lot 18 has previously been divided with a house already constructed on the portion that was divided off. The property currently has two single family homes that are proposed to be removed with the new division.

3100 South Street currently has all of the standard surface improvements such as walk and curb and gutter, however, 200 West Street does not. The entire area was developed as part of the unincorporated County, and 200 West Street seems to have been constructed in a very piecemeal fashion. The existing street has curb and gutter in some places, and none in others. There is only a little sidewalk along the entire length, and what is now the paved street section is narrower than our standard residential street and is not in the middle of the right-of-way. This proposed subdivision fronts on a portion of the road that has no walk and no curb and gutter, both of which will be required as a condition of approval for this development. The new C&G will be placed so we can get a couple ft. wider asphalt road section but it will have to taper

down to meet the narrower street improvements to the south. The new cul-de-sac will be built to the current Bountiful City Standards.

With this subdivision in a previously developed part of the city, all of the necessary utilities are present in either 3100 South or 200 West. Culinary and irrigation water are served by the South Davis Water District and sewer by South Davis Sewer. New utility laterals will need to be cut into the fronting roads which will require an overlay of our recently overlaid 3100 South and an overlay of 200 West Street. The developer is proposing an underground storm water detention basin located in Lot 1, which will drain into the 3100 South curb. With onsite detention of excess storm water, the developer will not be required to pay the normal Storm Water Impact Fee.

The proposed development meets the requirements of the Bountiful City Land Use Ordinance and design standards and the Planning Commission sends an unanimous recommendation for Preliminary Approval of the Val Verda Meadows Subdivision.

Department Review

The proposed preliminary plat has been reviewed by the Engineering Department and Planning Department.

Recommendation

Staff recommends the City Council:

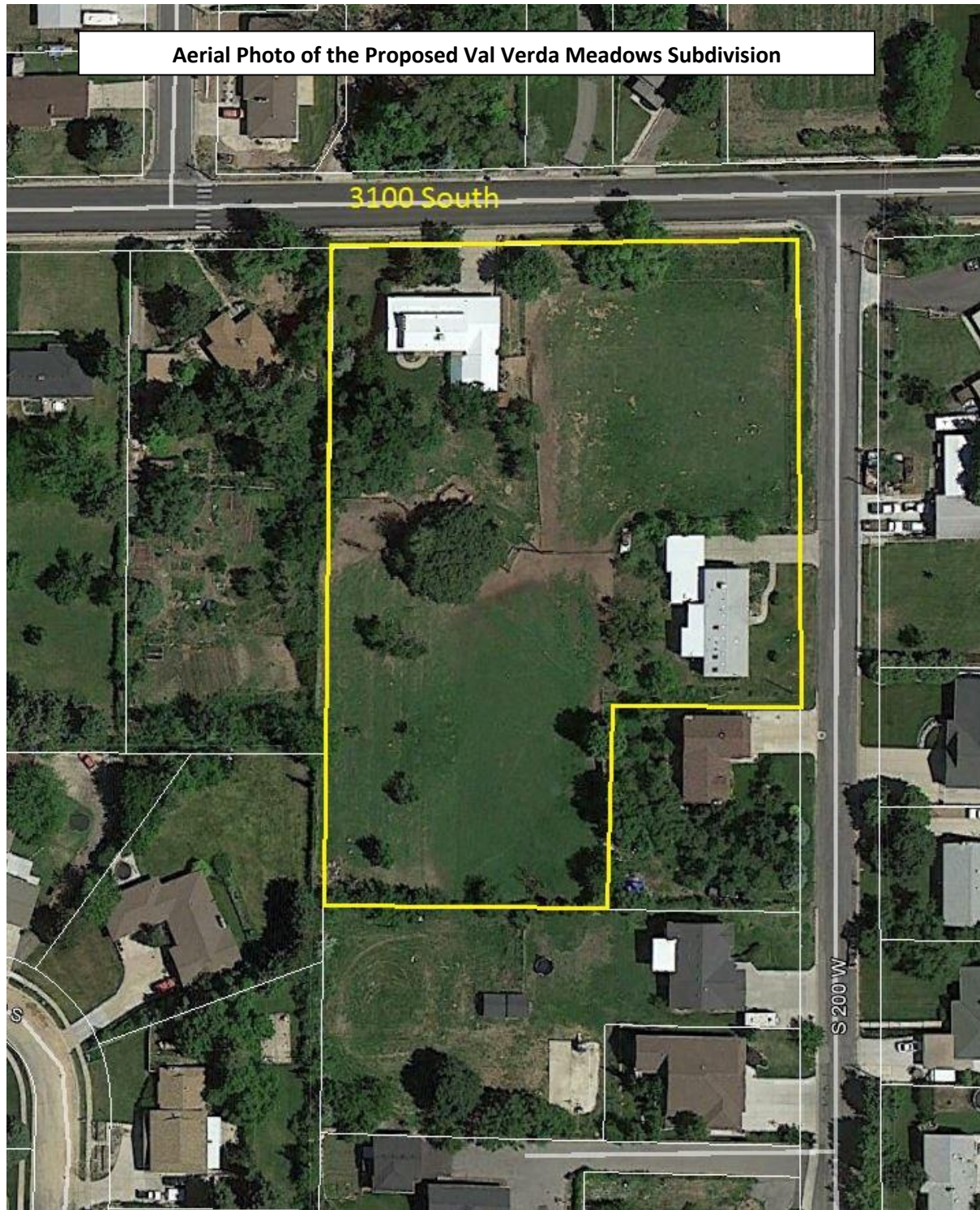
- a. Hold a public hearing on Ordinance 2015-14 vacating Lots 16, 17 & half of 18 of Val Verda subdivision to be included in Val Verda Meadows subdivision.
- b. Adopt Ordinance 2015-14 and provide preliminary approval of the Val Verda Meadows subdivision with the conditions listed below:
 1. All of the original subdivision lots affected by this proposal must be vacated from the ValVerda Subdivision by vote and ordinance of the City Council.
 2. Payment of all required fees.
 3. Post a bond and sign a development agreement for the required subdivision improvements
 4. Provide a current Title Report.
 5. Pay for an overlay of the disturbed portion of 3100 South and 200 West Streets
 6. Preparation of construction drawings for the new cul-de-sac and detention basin.
 7. Lots 1, 5 and 6 only have access off of the side streets and not 3100 South.

Significant Impacts

This places eight homes where there has historically only been two. The existing utility mains in the area have anticipated developments such as this and are sized to service the additional demand. Other impacts, such as storm water runoff, will be mitigated by the design of the subdivision.

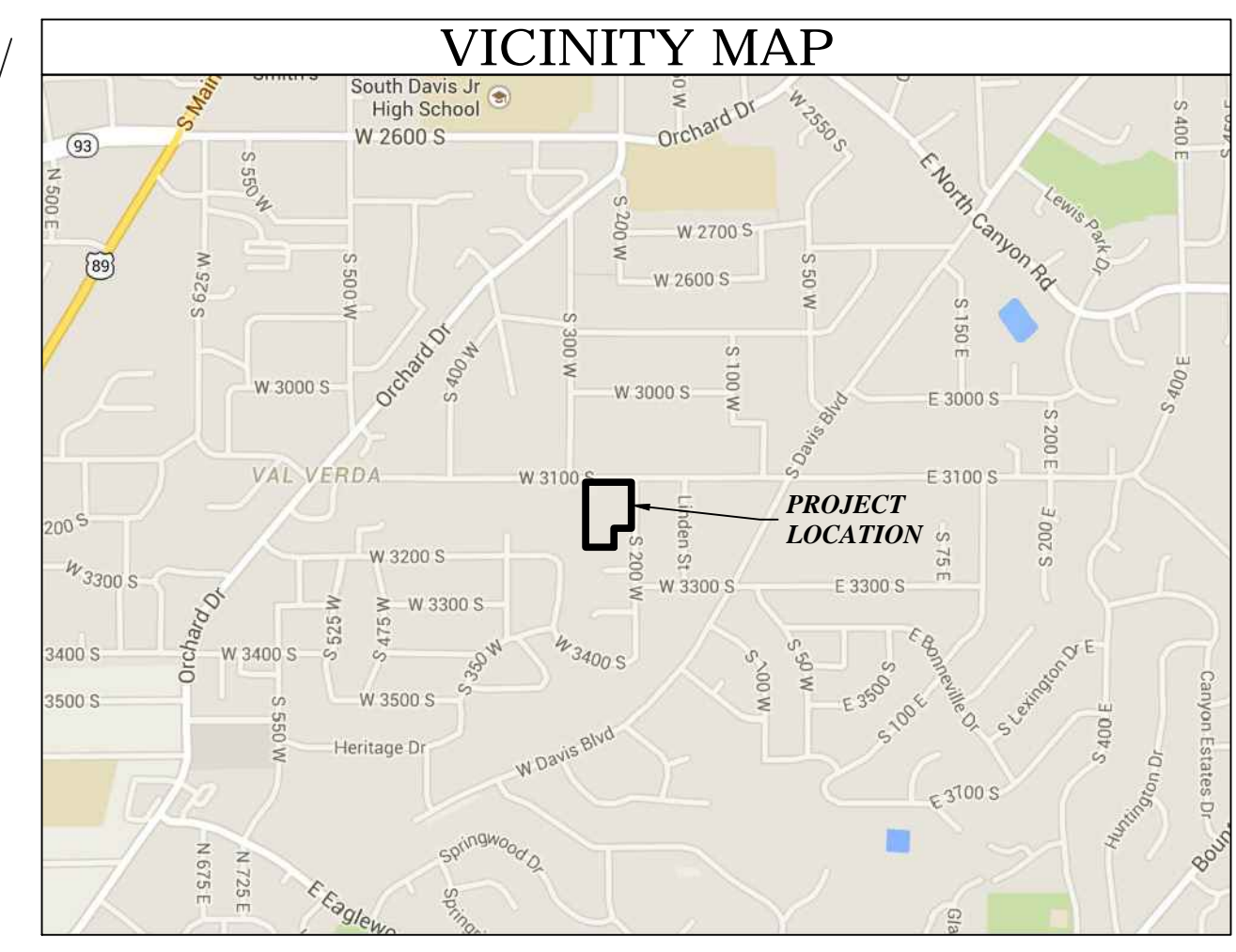
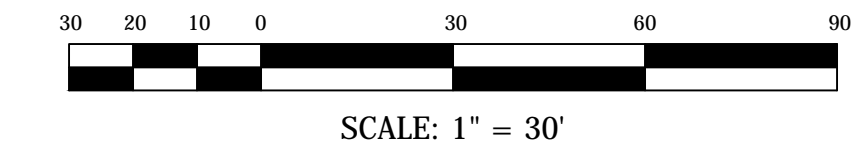
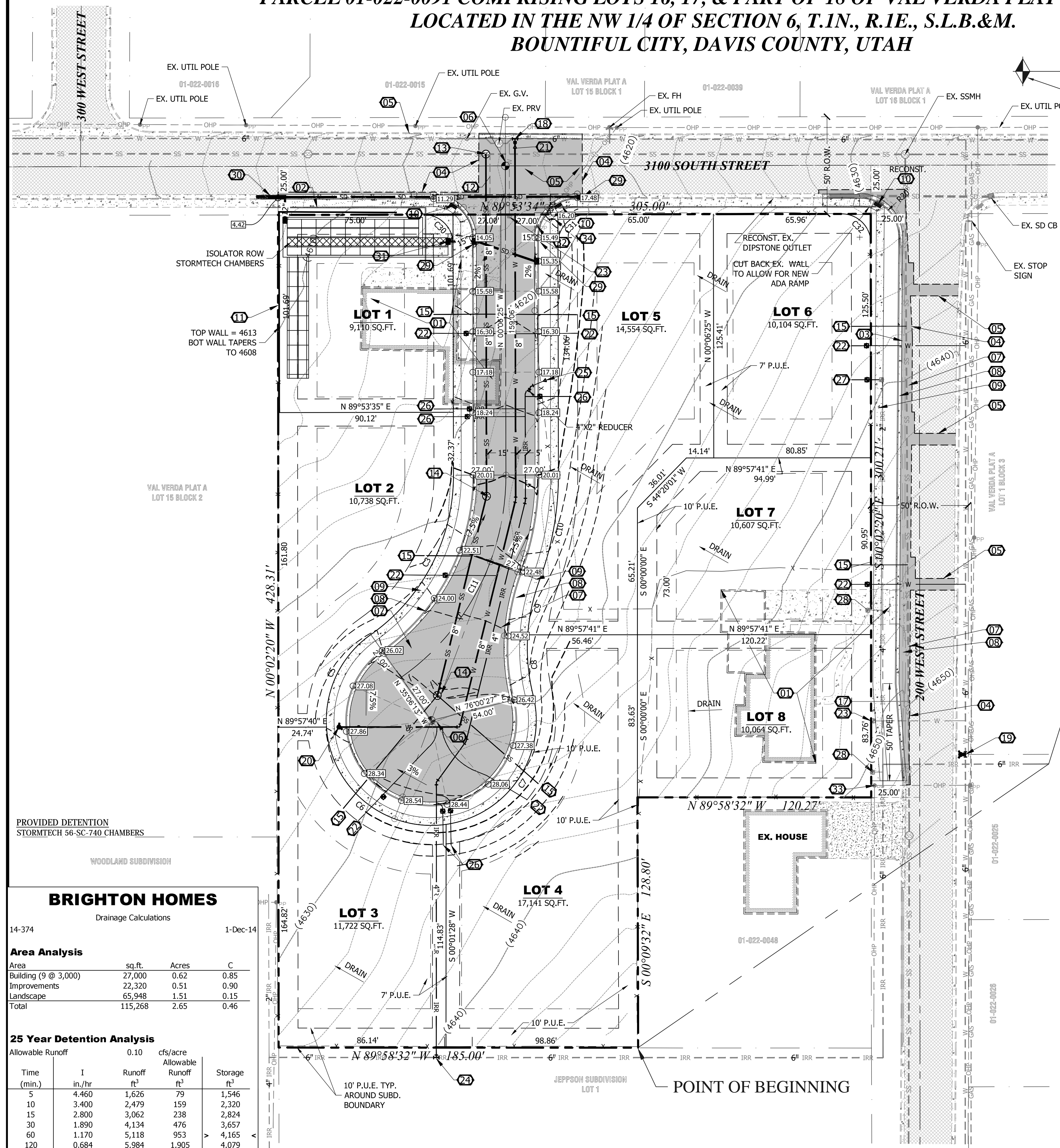
Attachments

Aerial photo showing the area to be subdivided.
A copy of the Val Verda Meadows Subdivision Preliminary Plat.
Ordinance 2015-14



PRELIMINARY PLAT VAL VERDA MEADOWS

225 WEST 3100 SOUTH
PARCEL 01-022-0091 COMPRISING LOTS 16, 17, & PART OF 18 OF VAL VERDA PLAT A BLOCK 2
LOCATED IN THE NW 1/4 OF SECTION 6, T.1N., R.1E., S.L.B.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH



BUILDABLE AREA

- 25' FRONT YARD
- 20' REAR YARD
- 20' SIDE STREET YARD
- 8' SIDE YARD (EXCEPT 10' SIDE YARD WHERE A 10' P.U.E. IS SHOWN)

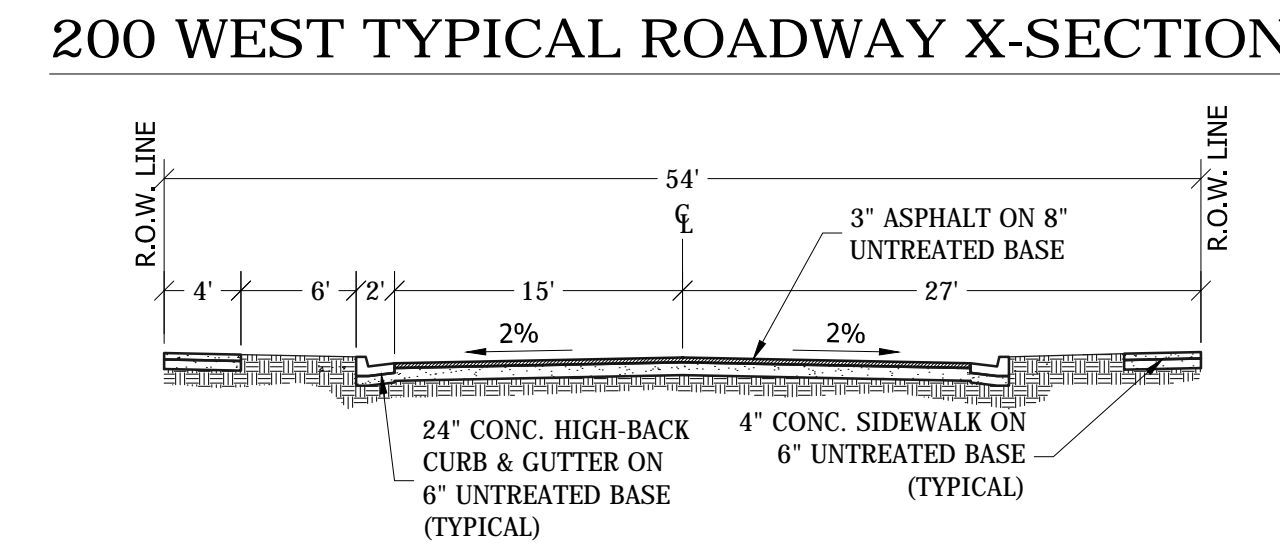
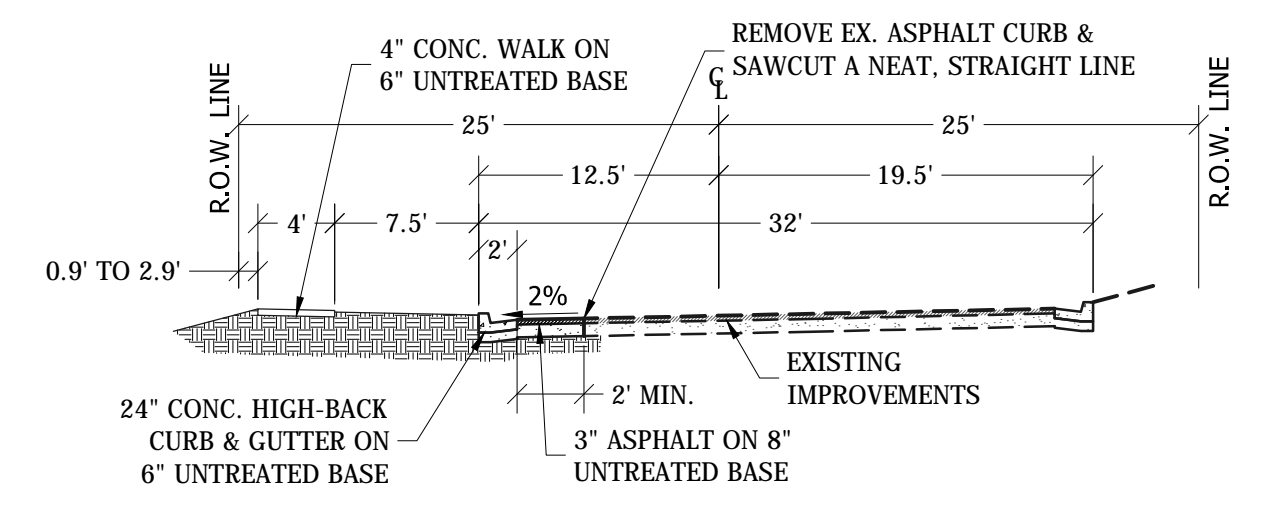
PUBLIC UTILITY EASEMENTS

- 10' P.U.E. ALONG STREET FRONTAGE
- 10' P.U.E. AROUND PERIMETER OF THE SUBDIVISION
- OTHER P.U.E. AS SHOWN

UTILITY PROVIDERS

- SEWER: SOUTH DAVIS SEWER DISTRICT
- WATER: SOUTH DAVIS WATER IMPROVEMENT DISTRICT
- STORM DRAIN: BOUNTIFUL CITY PUBLIC WORKS
- IRRIGATION: SOUTH DAVIS WATER IMPROVEMENT DISTRICT
- POWER: BOUNTIFUL CITY POWER
- NATURAL GAS: QUESTAR
- TELECOM: QWEST / COMCAST

VAL VERDA MEADOWS
BEGINNING AT A POINT THAT IS 1386.10 FEET SOUTH 54°10'24" WEST FROM THE NORTH 1/4 CORNER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BASIS OF BEARING IS N89°58'32" W BETWEEN THE NORTH 1/4 CORNER OF AND THE NW CORNER OF SAID SECTION 6 SAID POINT BEING ON THE NORTH LINE OF WOODLAND SUBDIVISION AND RUNNING THENCE NORTH 89°58'32" WEST 185.00 FEET ALONG SAID LINE TO THE EAST LINE OF WOODLAND SUBDIVISION; THENCE NORTH 00°20'20" WEST 428.30 FEET ALONG SAID EAST LINE AND THE EAST LINE OF LOT 15 BLOCK 2 VAL VERDA PLAT A TO THE SOUTH LINE OF 3100 SOUTH STREET; THENCE ALONG SAID SOUTH LINE NORTH 89°53'34" EAST 305.00 FEET TO THE WEST LINE OF 200 WEST STREET; THENCE SOUTH 00°02'20" EAST 300.21 FEET ALONG SAID WEST LINE; THENCE NORTH 89°58'32" WEST 120.27 FEET; THENCE SOUTH 00°09'32" EAST 128.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 2.65 ACRES



CURVE TABLE

CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C3	96.00'	100.00'	055°00'13"	S 27°23'41" W	92.36'
C5	55.15'	54.00'	058°30'57"	S 25°38'19" W	52.78'
C6	87.88'	54.00'	093°14'31"	S 50°14'25" E	78.50'
C7	91.54'	54.00'	097°07'52"	N 34°34'23" E	80.97'
C8	31.26'	100.00'	017°54'34"	N 05°02'16" W	31.13'
C9	28.86'	100.00'	016°32'06"	N 12°11'04" E	28.76'
C10	55.26'	154.00'	020°33'33"	N 10°10'21" E	54.96'
C11	121.92'	127.00'	055°00'13"	N 27°23'41" E	117.29'
C30	23.56'	15.00'	090°00'00"	N 45°06'25" W	21.21'
C31	23.56'	15.00'	090°00'00"	S 44°53'35" W	21.21'
C32	23.62'	15.00'	090°12'18"	N 45°04'22" W	21.25'

PROVIDED DETENTION
STORMTECH 56-SC-740 CHAMBERS

BRIGHTON HOMES
Drainage Calculations

Area	sq. ft.	Acres	C
Building (9 @ 3,000)	27,000	0.62	0.85
Improvements	22,320	0.51	0.90
Landscaping	65,948	1.51	0.15
Total	115,268	2.65	0.46

25 Year Detention Analysis

Time (min.)	I in./hr	Runoff ft ³	Allowable Runoff ft ³	Storage ft ³
5	4.460	1,626	79	1,546
10	3.400	2,479	159	2,320
15	2.800	3,062	238	2,824
30	1.890	4,134	476	3,657
60	1.170	5,118	953	4,165
120	0.684	5,984	1,905	4,079
180	0.486	6,378	2,858	3,520
360	0.287	7,533	5,716	1,817
720	0.178	9,344	11,432	0
1440	0.111	11,653	22,863	

Required Detention **4,165**

HILL & ARGYLE, Inc.
Engineering and Surveying
181 North 200 West, Suite #4, Bountiful, Utah 84010
(801) 298-2236 Phone, (801) 298-5983 Fax

PRELIMINARY SITE PLAT
VAL VERDA MEADOWS
225 WEST 3100 SOUTH
PARCEL 01-022-0091 COMPRISING LOTS 16, 17, & PART OF 18 OF VAL VERDA PLAT A BLOCK 2
LOCATED IN THE NW 1/4 OF SECTION 6, T.1N., R.1E., S.L.B.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DRAWN BY: LAM DATE: 2 DEC 2014
APPROVED: STA DATE: 2 DEC 2014
REV: BY: DATE

SHEET C-1
SHEET NAME: PRELIMINARY SITE PLAT
DRAWING NAME: 4-374 PRELIM 2 June 2015.dwg
PROJECT NO: 14-374



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. 2015-14

An Ordinance vacating Lots 16, 17 and a portion of Lot 18 from Block 2 of the Valverde Subdivision, Plat A in Bountiful, Davis County, Utah, and releasing the easements thereon, for the purpose of being incorporated into the new Val Verda Meadows Subdivision.

WHEREAS, the property owners have petitioned the City of Bountiful to vacate Lots 16, 17 and a portion of Lot 18 from Block 2 of the Valverde Subdivision, Plat A in order to be included in a new subdivision to be called Val Verda Meadows Subdivision; and

WHEREAS, the request for subdivision approval was reviewed by the Bountiful Planning Commission on July 7, 2015; and

WHEREAS, the Bountiful City Council has today given preliminary approval to the new Val Verda Meadows Subdivision on specified conditions, which include the vacation of the requested lots from the subdivision in order to create the new subdivision, and future final approval of the new subdivision;

WHEREAS, lawful notice of this proposed vacation pursuant to §10-9a-207 of the Utah Code has been given; and

WHEREAS, the Bountiful City Council finds that within the meaning of §10-9a-609 of the Utah Code there is good cause for vacating Lots 16, 17 and a portion of Lot 18 from Block 2 of the Valverde Subdivision, Plat A as requested and does not affect an existing street, and that the new Val Verda Meadows Subdivision is in conformity with applicable zoning requirements;

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

Section 1. Legal Description. This ordinance affects the following-described parcel(s) of real property:

Lots 16, 17 and a portion of Lot 18, Block 2, Valverde Subdivision Plat A, Bountiful, Davis County, Utah as further described in Exhibit "A"

Section 2. Vacation. On the effective date hereof, Lots 16, 17 and a portion of Lot 18, Block 2 of Valverde Subdivision, Plat A in Bountiful, Utah, is hereby vacated, and the easements thereon are hereby released.

Section 3. Recording of Ordinance. After final subdivision approval by this City Council, the signing of the new Val Verda Meadows Subdivision plat by all property owners, and the fulfillment of all conditions of approval for the Val Verda Meadows Subdivision, a copy of this Ordinance shall be recorded in the office of the Davis County Recorder.

Section 4. Repeal. All 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, all fines, penalties and forfeitures imposed, and any liabilities already incurred.

Section 5. Severability. If any provision of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 6. Effective Date. This ordinance shall take effect upon the Bountiful City Council giving final subdivision approval to Val Verda Meadows Subdivision and the fulfillment of all required conditions.

Adopted this 14th day of July 2015.

BOUNTIFUL CITY:

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

State of Utah)
 : ss
County of Davis)

The foregoing Ordinance 2015-14 was duly acknowledged before me this _____ day of July, 2015, by Mayor Randy C. Lewis and City Recorder Shawna Andrus of the City of Bountiful.

Notary Public