

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, October 25, 2016

Site Visit to Creekside Park – 5:45 p.m.

Regular Session - 7:00 p.m.

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at City Hall, 790 South 100 East, Bountiful, Utah, at the time and on the date given above. The public is invited to both the Site Visit 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

Site Visit to Creekside Park – 5:45 p.m.
600 East Mill Street

Regular Session – 7:00 p.m.

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meeting – October 11, 2016 p. 3
3. Council Reports
4. Consider approval of:
 - a. Weekly expenditures > \$1,000 paid October 3 & 10, 2016 p. 7
 - b. September 2016 Financial Report p. 11
5. Consider approval of the purchase of two Ford Explorers one Ford Mustang from Performance Automotive Group for the total amount of \$82,438 – Chief Tom Ross p. 19
6. Consider items related to a Power Sales Contract for the Intermountain Power Project
 - a. Authorize Mayor Lewis to sign the Acceptance Letter of the new Purchaser Generation Entitlement Share.
 - b. Adopt Resolution 2016-17 Approving and Authorizing the Execution and Delivery of the Renewal Offer Documents.
 - c. Adopt Resolution 2016-18 Approving and Authorizing the Execution and Delivery of an Agreement for the Sale of Renewal Excess Power – Mr. Allen Johnson p. 21
7. Consider preliminary subdivision approval for the East Orchard subdivision located at 2340 South 200 West – Mr. Paul Rowland p. 35
8. Consider approval of release of a storm drain easement on Lot 1 in the Ruth Estates subdivision and authorizing the Mayor to sign the release document – Mr. Paul Rowland p. 39
9. Provide direction on construction of a downtown plaza with our without a City Hall – Mr. Gary Hill p. 47
10. Consider approval of Construction Manager/General Contractor (CM/GC) for Bountiful Downtown Plaza & City Hall – Mr. Gary Hill p. 47
11. Adjourn


City Recorder

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Minutes of the
BOUNTIFUL CITY COUNCIL

October 11, 2016 – 6:05 p.m.

Present: Mayor Randy Lewis
Councilmembers Kendalyn Harris, Richard Higginson, Beth Holbrook
(arrived at 7:30 p.m.), John Pitt
City Manager Gary Hill
City Attorney Clinton Drake
City Engineer Paul Rowland
Department Directors/Staff:
Police Chief Tom Ross
Finance Director Tyson Beck
Asst. City Planner Andy Hulka
Streets/Sanitation Gary Blowers, Director
Charles Benson, Asst. Director
Parks Director Brock Hill
Recording Secretary Nikki Dandurand
South Davis Sewer District:
General Manager Dal Wayment, P.E.
Excused: Councilmember John Marc Knight

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

Work Session – 6:05 p.m.
Planning Conference Room

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Mayor Lewis welcomed those in attendance and called the session to order at 6:05 p.m. Mr. Clint Drake introduced Jacob Fordham as the new Assistant City Attorney. Mr. Fordham took a few minutes to introduce himself and outlined his professional background to the Council.

Mayor Lewis then turned the time over to Mr. Dal Wayment of the South Davis Sewer District. Mr. Wayment presented an overview of the new waste energy project, including the collection, process and final products that will be produced. The Council asked various questions about the economic impact, environmental concerns and the costs involved. Mr. Wayment stated that they are in contact with the school district, local hospitals and many businesses to begin the collection process. This plant will be the only waste energy producing plant of its kind and magnitude in Utah to date. Mayor Lewis concluded that we, the City, are very fortunate to have the facilities and people to handle these duties within the County.

Regular Meeting – 7:03 p.m.
City Council Chambers

1 Mayor Lewis called the meeting to order at 7:03 p.m. and welcomed those in attendance.
2 Boy Scout Matt Erickson led the Pledge of Allegiance; Stake President Russ Holt, Bountiful North
3 Stake, gave a prayer.
4

5 **APPROVE MINUTES OF PREVIOUS MEETINGS – SEPTEMBER 13 & 27, 2016**

6 Mayor Lewis presented the minutes as printed. Councilman Pitt moved to approve them as
7 presented and Councilwoman Harris seconded the motion. Voting was unanimous with
8 Councilpersons Harris, Higginson and Pitt voting “aye”.
9

10 **COUNCIL REPORTS**

11 No reports were made.
12

13 **BCYC REPORT**

14 Jason Murdock, Publicity Representative for Bountiful Junior High, gave an update on the
15 Pumpkin Palooza activity planned for this Friday, October 14th from 4-6 p.m. at North Canyon Park.
16

17 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID SEPTEMBER 19**
18 **& 26, 2016 / AUGUST 2016 FINANCIAL REPORT**

19 Mayor Lewis presented the expenditures and asked for a motion to approve. Councilman
20 Higginson moved to approve the weekly expenditures and Councilwoman Harris seconded the
21 motion. Voting was unanimous with Councilpersons Harris, Higginson and Pitt voting “aye”.
22

23 **CONSIDER APPROVAL OF THE PURCHASE OF A JOHNSTON VT651 STREET**
24 **SWEEPER IN THE AMOUNT OF \$233,120 – MR. GARY BLOWERS**

25 Mr. Blowers presented to the Council the three bids received for a new street sweeper which
26 will replace an older one. Staff recommends the low bid of the Johnston VT651. Councilwoman
27 Harris asked how many sweepers are in use. Mr. Blowers said the city owns three sweepers total.
28 Councilman Higginson moved to approve the sweeper purchase and Councilwoman Harris seconded
29 the motion. Voting was unanimous with Councilpersons Harris, Higginson and Pitt voting “aye”.
30

31 **PUBLIC HEARING – CONSIDER APPROVAL OF ORDINANCE 2016-12 AMENDING THE**
32 **MXD-PO DISTRICT STANDARDS AS IT RELATES TO MINIMUM LOT STANDARDS –**
33 **MR. ANDY HULKA**

34 Mr. Hulka stated that during a recent development review of a project within the zone in
35 question, it became apparent that the adopted lot standards created some ambiguity in administering
36 development within the PUD. As written, the standards create a new type of lot that is not currently
37 defined in the Code. The purpose of the text amendment is to clarify the Code and facilitate
38 development of the parcel. The Planning Commission forwards a recommendation of approval to the
39 City Council for the proposed amendment to the MXD-PO district standards related to minimum lot
40 standards. Councilwoman Harris asked Councilman Higginson if the Planning Commission had any
41 other comments in regards to this amendment. Councilman Higginson stated that the committee
42 sends their recommendation to approve. Mayor Lewis opened the public hearing.
43

44 *Public Hearing – Open: 7:16 p.m.*

45 *Closed: 7:16 p.m.*
46

1 Mayor Lewis closed the public hearing and asked for a motion to approve. Councilman Pitt
2 moved to approve Ordinance 2016-12 and Councilman Higginson seconded the motion. Voting was
3 unanimous with Councilpersons Harris, Higginson and Pitt voting “aye”.

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5 **CONSIDER FINAL SITE PLAN APPROVAL AND FINAL SUBDIVISION APPROVAL FOR**
6 **A MIXED USE OFFICE AND RESIDENTIAL BUILDING LOCATED AT 1501 SOUTH**
7 **RENAISSANCE TOWNE DRIVE, BRUCE BROADHEAD, APPLICANT – MR. ANDY**
8 **HULKA**

9 Mr. Hulka stated that the applicant, Bruce Broadhead, requests final site plan and final
10 subdivision plat approval for a new mixed use development located on “Pad A” (shown now as Lot
11 9) of the Renaissance Towne Center Development. Mr. Rowland also stated that the proposal
12 includes the use of the existing City-owned parking garage. The development agreement governing
13 the use of the garage is currently under review by the City Attorney and any changes to the
14 agreement will be required prior to the issuance of a building permit and/or recording of the final
15 plat. The Planning Commission forwards a recommendation of approval to the City Council for the
16 final site plan approval and final subdivision approval subject to the following conditions:

- 17 1. Complete any and all redline corrections.
- 18 2. Complete any necessary revisions to the development agreement.

19
20 Councilman Higginson made a motion to approve the final site plan and subdivision,
21 Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris,
22 Higginson and Pitt voting “aye”.

23
24 **CONSIDER APPROVAL OF RESOLUTION 2016-15 AMENDING THE BOUNTIFUL CITY**
25 **MEMORIAL PARK INFORMATION AND REGULATIONS – MR. CLINT DRAKE**

26 Mr. Drake stated that the Regulations have not been reviewed or updated since June 14, 1989.
27 Staff review of the document revealed several grammatical and/or spelling errors. Those errors have
28 been corrected but not tracked and redlined as they were not substantive changes. Additionally, a
29 change was made to clarify the definition of “perpetual care” to include the acquisition of real
30 property for the expansion of the Cemetery. Councilman Pitt made a motion to approve Resolution
31 2016-15 and Councilman Higginson seconded the motion. Voting was unanimous with
32 Councilpersons Harris, Higginson and Pitt voting “aye”.

33
34 **CONSIDER APPROVAL OF RESOLUTION 2016-16 WHICH APPROVES A REAL**
35 **ESTATE PURCHASE AGREEMENT FOR PROPERTY LOCATED AT APPROXIMATELY**
36 **2100 SOUTH 200 WEST – MR. CLINT DRAKE**

37 Mr. Drake stated that for many years the City has desired to purchase approximately eight
38 acres of land located at approximately 2100 South and 200 West in Bountiful, Utah. When the
39 property was listed for sale earlier this year, the City made an offer to purchase but the offer was not
40 accepted and the land was sold to another party. Bountiful City Resolution 2016-13 authorizing
41 eminent domain proceedings was passed on September 8, 2016, and the Council directed Staff to
42 continue to negotiate with the property owners to purchase the Property. Staff did so, and the parties
43 have come to an agreement for the purchase of the Property without resorting to litigation. The
44 transaction, once complete, will give the City fee title to the Property and the City may use it as it
45 sees fit. The closing date for the property is set to occur within five (5) business days of approval by
46 the Council. Councilman Higginson noted that the wording “eminent domain” is cited in the

1 purchase agreement. Mr. Drake said the wording is there for tax benefits that may benefit the seller.
2 Councilman Pitt asked Mr. Mark Green (seller) if he had any comments on the purchase agreement.
3 Mr. Green stated that the negotiations went very well and he is pleased with the outcome.
4 Councilman Pitt made a motion to approve Resolution 2016-16 and Councilman Higginson seconded
5 the motion. Voting was unanimous with Councilpersons Harris, Higginson and Pitt voting “aye”.

6
7 Councilwoman Holbrook joined the session at 7:30 p.m.

8
9 **CONSIDER PRELIMINARY AND FINAL SUBDIVISION APPROVAL FOR FOWLER**
10 **ESTATES SUBDIVISION LOCATED AT 167 WEST 1800 SOUTH, JARED BRYSON**
11 **REPRESENTING THE FOWLER FAMILY, APPLICANTS, - MR. PAUL ROWLAND**

12 Mr. Rowland stated that the Fowler family is requesting a lot split subdivision for a 0.68 acre
13 parcel of ground located at 167 West 1800 South. Currently the property is occupied by a single
14 family home (the Fowler home) with a large garden to the west. The family situation has changed and
15 they now desire to split the property into two lots. There are two utilities that currently cross portions
16 of the property that will need to be covered by Public Utility Easements. There is an existing Storm
17 Drain line along a portion of the south property line and the entire west line, and there is a large
18 overhead power line along the south property line, both of which will be covered by 15’ wide Public
19 Utility Easements. Those easements are shown on the final plat. The Planning Commission passes
20 along a recommendation for Preliminary and Final Approval for the Fowler Estates Subdivision with
21 the conditions listed below:

- 22 1. Payment of all required fees.
- 23 2. Provide a current Title Report.
- 24 3. All red line corrections be made

25
26 Councilman Pitt confirmed that the current home will remain. Councilman Higginson
27 inquired about the setbacks. Councilman Higginson made a motion to approve the preliminary and
28 final subdivision, Councilwoman Harris seconded the motion. Voting was unanimous with
29 Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.

30
31 Mayor Lewis asked for a motion to adjourn the regular session of City Council.
32 Councilwoman Holbrook made a motion to adjourn the meeting, and Councilman Pitt seconded the
33 motion. The regular session of the City Council was adjourned at 7:33 p.m.

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Mayor Randy Lewis

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000.00 paid
October 3 & 10, 2016

Author: Tyson Beck, Finance Director

Department: Finance

Date: October 17, 2016



Background

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review and approve the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid October 3 & 10, 2016.

**Expenditure Report for Invoices >\$1,000.00
Paid October 3, 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1103	ALPHAGRAPHICS BOUNTIFUL	Redevelopment Agency	73.7300.426100.	Special Projects	\$ 6,483.80	192462	197558	Open House Mailer
8182	ASBESTOS ABATEMENT	Light & Power	53.5300.472100.	Buildings	1,700.00	192468	18339	Asbestos Abatement
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,112.32	192469	77H68116	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,112.32	192469	77H68216	Tree Trimming
1230	AUTOMATED ACCOUNTING	Light & Power	53.5300.431000.	Profess & Tech Services	1,843.75	192470	15925	FYE Inventory & Update Work
6652	BALLINGHAM GOLF & TURF	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	2,376.23	192471	18514	Clubs
1425	BOUNTIFUL HISTORICAL	Legislative	10.4110.492070.	Contr-Btfl Historical Soc	50,000.00	192474	09282016	Fiscal Yr. 16 & 17 Historical Funding
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,556.32	192486	09222016	Acct# 801-5878-0401 452B
1889	DAVIS COUNTY GOVERNMENT	Police	10.4210.431600.	Animal Control Services	6,671.77	192495	78212	Animal Control Services for Aug 2016
2523	HONNEN EQUIPMENT COMP	Water	51.5100.425000.	Equip Supplies & Maint	7,350.00	192515	793341	Tamper
2875	L.N. CURTIS & SONS	Police	10.4210.445100.	Public Safety Supplies	1,881.00	192527	INV53489	Police Training Equipment
2987	M.C. GREEN & SONS INC	Water	51.5100.473110.	Water Mains	12,447.00	192531	3365	#12 Viewmont Waterline Extention
3129	MILSOFT UTILITY SOLUTIONS	Light & Power	53.5300.429300.	Computer	10,702.60	192534	20162667	System Support for Aug 2016
3402	PACIFICORP	Light & Power	53.5300.448628.	Pineview Hydro	1,649.39	192544	CR212596	OTM Expense
8180	PERCO ROCK COMPANY	Storm Water	49.4900.473106.	New Storm Drains > 400'	56,150.00	192547	09122016	#1 2016 Fawn Lane Storm Drain Repair Project
3807	SABOL & RICE	Light & Power	53.5300.448614.	Plant Equipment Repairs	1,136.33	192555	233717	Air & Oil Filters
4189	THOMAS, BRENT	Light & Power	53.5300.423000.	Travel & Training	3,283.50	192565	10032016BT	Travel & Training Expenses
4229	TOM RANDALL DIST. CO	Golf Course	55.5500.425000.	Equip Supplies & Maint	1,274.13	192567	0248082	Fuel
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	13,832.32	192567	0248689	Fuel
5000	U.S. BANK CORPORATE	Police	10.4210.445100.	Public Safety Supplies	1,551.47	192570	09122016DE	Expenses
5000	U.S. BANK CORPORATE	Legislative	10.4110.423000.	Travel & Training	1,640.00	192570	09122016GH	Expenses
5000	U.S. BANK CORPORATE	Computer Maintenance	61.6100.429300.	Computer Hardware	1,869.96	192570	09122016AW	Expenses
5000	U.S. BANK CORPORATE	Light & Power	53.5300.423002.	Travel Board Members	1,953.12	192570	09122016AJ	Expenses
5000	U.S. BANK CORPORATE	Police	10.4210.423000.	Travel & Training	2,617.33	192570	09122016EB	Expenses
5000	U.S. BANK CORPORATE	Police	10.4210.423000.	Travel & Training	4,666.75	192570	09122016TR	Expenses
5000	U.S. BANK CORPORATE	Police	10.4210.423000.	Travel & Training	4,840.39	192570	09122016JP	P Card Expenses
5025	VALBRIDGE PROPERTY	Redevelopment Agency	73.7300.431000.	Profess & Tech Services	2,450.00	192577	16080186	Narrative Appraisal Report
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	192579	9772469491	Acct#771440923-00001
7732	WINGFOOT CORP	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,895.00	192584	98574	Janitorial Cleaning Services for Aug. 2016
TOTAL:					<u>\$ 215,527.47</u>			

Expenditure Report for Invoices >\$1,000.00
Paid October 10, 2016

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collectn Service	\$ 31,650.39	192587	10012016	Recycling Services for Sept. 2016
8028	CRACAR CONSTRUCTION	Parks	45.4510.473100.	Improv Other Than Bldgs	448,479.95	192615	10052016	Application #3/ Creekside Park Project Job# 1806
5351	DEERE CREDIT, INC.	Landfill	57.5700.425000.	Equip Supplies & Maint	49,546.18	192619	1746333	Landfill Front End Loader Lease
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	15,182.80	192634	10937	Turf Supplies for Golf Course
7850	GS TRACKME LLC	Streets	10.4410.448000.	Operating Supplies	1,169.61	192636	317	Vehicle Tracking Services
2562	HYDRO SPECIALTIES CO	Water	51.5100.448650.	Meters	2,567.70	192647	18784	Registers and Meters
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	192651	SLC10160189	Monthly Contract for October 2016
5428	JENCO DIVERSIFIED	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	1,816.78	192652	2863	Float for Water Tank
2719	JMR CONSTRUCTION INC	Storm Water	49.4900.441260.	Wtrway Replcment-Concrete Rpl	2,735.58	192654	10072016	Payment for September 2016
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	32,571.79	192654	10072016	Payment for September 2016
2727	JOHNSON, ALLEN R	Light & Power	53.5300.423000.	Travel & Training	1,568.09	192656	10102016Aja	Reimbursed for Travel and Training
2765	JP ELECTRICAL, LC	Parks	45.4510.473100.	Improv Other Than Bldgs	4,900.00	192659	14245	Improvements to Stage @ 400 N. Park
8137	LAKEVIEW ASPHALT PROD	Streets	10.4410.441200.	Road Matl Patch/ Class C	2,033.46	192665	1079	Patching
8137	LAKEVIEW ASPHALT PROD	Streets	10.4410.441200.	Road Matl Patch/ Class C	5,426.07	192665	1076	Patching
8137	LAKEVIEW ASPHALT PROD	Streets	10.4410.473200.	Road Materials - Overlay	12,394.20	192665	1082	Paving
8137	LAKEVIEW ASPHALT PROD	Streets	10.4410.473200.	Road Materials - Overlay	14,166.36	192665	1062	Paving Asphalt
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	2,594.17	192666	340894	Road Base
6010	NOBLE INDUSTRIAL SUPPLY	Streets	10.4410.425000.	Equip Supplies & Maint	4,092.56	192682	SI-114647	Asphalt Removal Equipment
3366	OLDCASTLE PRECAST	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	1,527.00	192687	210339682	Painted Grate/ Flat Risers/ Vault Lid
5453	PLAYSPACE DESIGNS INC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,320.00	192693	11786	Harware Equipment for Playground
5553	PURCELL TIRE AND SERV	Streets	10.4410.425000.	Equip Supplies & Maint	1,197.98	192695	2843808	Tire Service
5553	PURCELL TIRE AND SERV	Sanitation	58.5800.425000.	Equip Supplies & Maint	1,943.82	192695	2843377	Tire Serive
3731	RMT EQUIPMENT	Golf Course	55.5500.474500.	Machinery & Equipment	57,460.00	192701	W33655	Accumaster/ Electric Lift/ Pro Bedknife
3982	SOUTH DAVIS METRO FIRE	Fire	10.4220.431000.	Profess & Tech Services	517,676.78	192710	10012016	So. Davis Metro Fire Services
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,099.70	192713	4162300	Patching
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,165.84	192713	4164005	Patching
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,638.47	192713	4165715	Patching
4026	STAKER & PARSONS	Streets	45.4410.473200.	Road Materials - Overlay	15,303.25	192713	4169310	Patching and Paving
8183	STEVE'S TREES, INC	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	2,275.00	192715	09282016	Removed Pear Tree/ Trimmed 9 others
7046	SYRACUSE CITY CORP	Storm Water	49.4900.422000.	Public Notices	8,122.00	192717	2017	Storm Water Coalition Annual Dues
4574	WHEELER MACHINERY CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,404.00	192731	SS000109877	Serviced
TOTAL:					<u>\$ 1,246,804.53</u>			

City Council Staff Report

Subject: September 2016 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: October 25, 2016



Background

These reports include summary revenue, expense, and budget information for all of the City's funds. Both revenues and expenses, including capital outlay, have been included. These financials are presented to the City Council for review.

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

The FY2017 budget portion of these reports is the originally adopted FY2017 budget, approved by the City Council in June of 2016.

Recommendation

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

Attachments

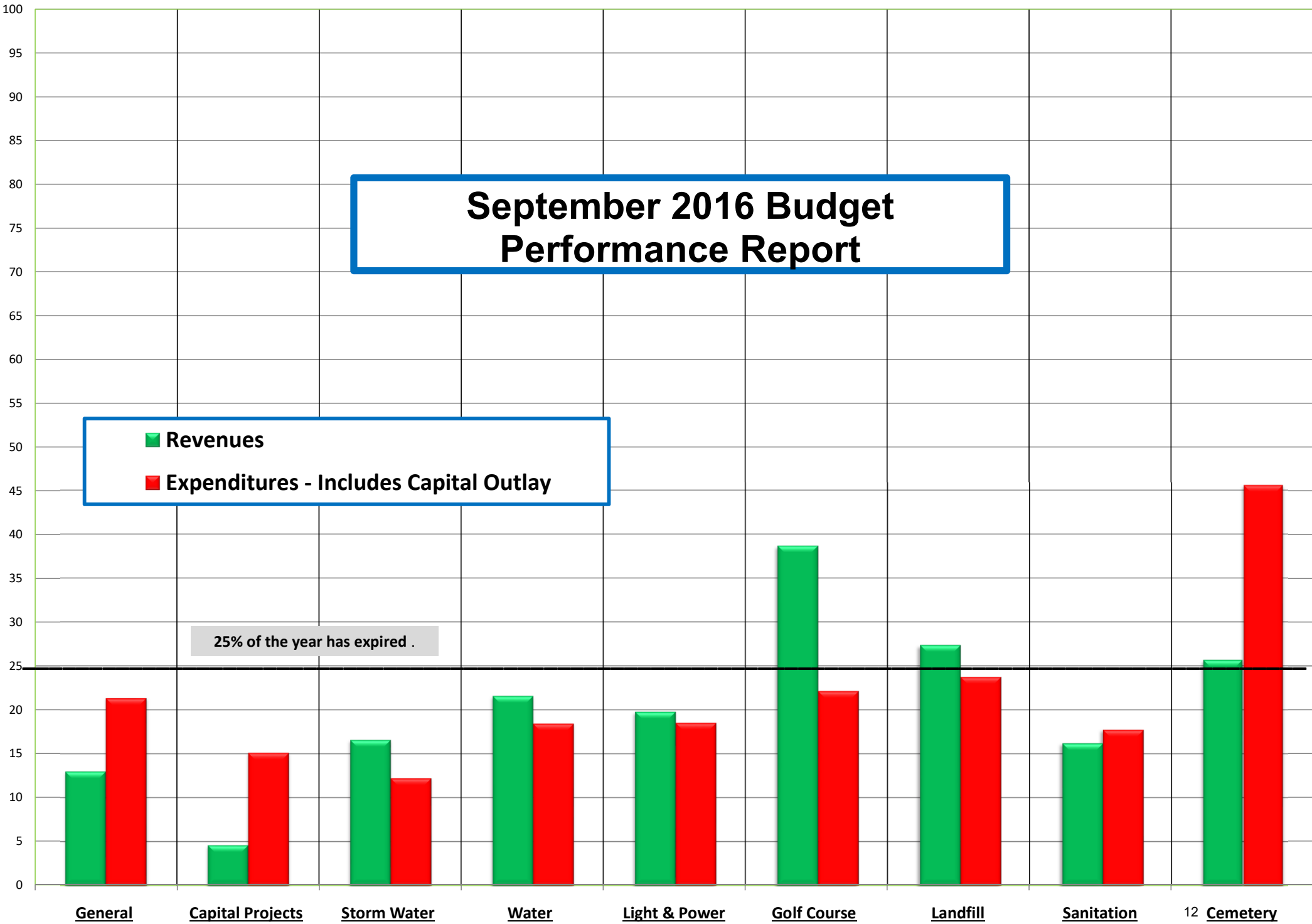
- September 2016 Fiscal YTD Revenue & Expense Report – FY2017

September 2016 Budget Performance Report

■ Revenues

■ Expenditures - Includes Capital Outlay

25% of the year has expired .



10/20/2016 16:30
TBECK

City of Bountiful, UT
SEPTEMBER 2016 YTD REVENUE REPORT-FY2017

P 1
glytdbud

FOR 2017 03

JOURNAL DETAIL 2017 2 TO 2017 2

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-16,629,878	-16,629,878	-2,165,198.12	-1,060,385.89	.00	-14,464,679.88	13.0%
30 DEBT SERVICE	-248,900	-248,900	-369.56	-359.62	.00	-248,530.44	.1%
44 MUNICIPAL BUILDING AUTHORITY	-208,777	-208,777	-1,332.79	-1,085.05	.00	-207,444.21	.6%
45 CAPITAL IMPROVEMENT	-6,373,560	-6,373,560	-293,592.30	-289,259.81	.00	-6,079,967.70	4.6%
48 RECYCLING	-418,250	-418,250	-67,688.38	-34,917.30	.00	-350,561.62	16.2%
49 STORM WATER	-1,375,404	-1,375,404	-228,312.94	-116,050.05	.00	-1,147,091.06	16.6%
51 WATER	-5,314,960	-5,314,960	-1,149,066.17	-541,564.38	.00	-4,165,893.83	21.6%
53 LIGHT & POWER	-29,670,903	-29,670,903	-5,874,822.82	-2,900,171.78	.00	-23,796,080.18	19.8%
55 GOLF COURSE	-1,614,578	-1,614,578	-625,294.56	-165,346.98	.00	-989,283.44	38.7%
57 LANDFILL	-1,224,964	-1,224,964	-335,539.74	-128,571.41	.00	-889,424.26	27.4%
58 SANITATION	-1,016,572	-1,016,572	-164,417.74	-90,297.86	.00	-852,154.26	16.2%
59 CEMETERY	-499,252	-499,252	-128,069.38	-43,834.30	.00	-371,182.62	25.7%
61 COMPUTER MAINTENANCE	-38,619	-38,619	-38,431.75	-66.81	.00	-187.25	99.5%
63 LIABILITY INSURANCE	-528,054	-528,054	-354,488.82	-3,097.43	.00	-173,565.18	67.1%
64 WORKERS' COMP INSURANCE	-278,836	-278,836	-61,954.54	-30,687.80	.00	-216,881.46	22.2%
72 RDA REVOLVING LOAN FUND	-294,945	-294,945	-344,889.83	-19,823.28	.00	49,944.83	116.9%
73 REDEVELOPMENT AGENCY	-3,117,953	-3,117,953	-6,248.75	-6,099.53	.00	-3,111,704.25	.2%
74 CEMETERY PERPETUAL CARE	0	0	-14,874.97	-6,378.81	.00	14,874.97	100.0%
78 LANDFILL TRUST	0	0	-2,059.95	-712.99	.00	2,059.95	100.0%
83 RAP TAX	-451,000	-451,000	-40,410.86	-40,297.70	.00	-410,589.14	9.0%
92 OPEB TRUST	0	0	-2,877.36	-1,474.26	.00	2,877.36	100.0%
99 INVESTMENT	0	0	81,515.89	19,737.85	.00	-81,515.89	100.0%
GRAND TOTAL	-69,305,405	-69,305,405	-11,818,425.44	-5,460,745.19	.00	-57,486,979.56	17.1%

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City of Bountiful, UT
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FOR 2017 03

JOURNAL DETAIL 2017 2 TO 2017 2

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>10 GENERAL FUND</u>							
4110 Legislative	646,469	646,469	129,383.96	18,402.77	.00	517,085.04	20.0%
4120 Legal	457,235	457,235	65,858.28	27,155.33	.00	391,376.72	14.4%
4130 Executive	168,967	168,967	30,578.14	17,640.59	.00	138,388.86	18.1%
4134 Human Resources	133,664	133,664	32,060.03	12,340.01	.00	101,603.97	24.0%
4136 Information Technology	400,586	400,586	94,304.01	37,340.69	.00	306,281.99	23.5%
4140 Finance	403,479	403,479	105,455.62	39,688.92	.00	298,023.38	26.1%
4143 Treasury	295,694	295,694	85,218.56	26,018.96	.00	210,475.44	28.8%
4160 Government Buildings	131,695	131,695	45,538.31	9,664.48	.00	86,156.69	34.6%
4210 Police	5,961,923	5,961,923	1,263,016.66	557,846.79	.00	4,698,906.34	21.2%
4215 Reserve Officers	43,562	43,562	1,402.40	843.68	.00	42,159.60	3.2%
4216 Crossing Guards	143,649	143,649	17,714.31	17,166.61	.00	125,934.69	12.3%
4217 PROS	314,723	314,723	69,333.31	43,511.78	.00	245,389.69	22.0%
4218 Liquor Control	51,700	51,700	8,284.95	4,733.73	.00	43,415.05	16.0%
4219 Enhanced 911	595,000	595,000	127,230.33	38,717.25	.00	467,769.67	21.4%
4220 Fire	2,098,000	2,098,000	517,676.78	.00	.00	1,580,323.22	24.7%
4410 Streets	3,135,085	3,135,085	582,817.92	114,624.53	.00	2,552,267.08	18.6%
4450 Engineering	653,211	653,211	139,922.95	60,124.70	.00	513,288.05	21.4%
4510 Parks	914,287	914,287	217,520.17	65,057.43	.00	696,766.83	23.8%
4610 Planning	222,251	222,251	52,358.52	19,206.50	.00	169,892.48	23.6%
TOTAL GENERAL FUND	16,771,180	16,771,180	3,585,675.21	1,110,084.75	.00	13,185,504.79	21.4%
<u>30 DEBT SERVICE</u>							
4710 Debt Sevice	248,900	248,900	106.31	14.96	.00	248,793.69	.0%
TOTAL DEBT SERVICE	248,900	248,900	106.31	14.96	.00	248,793.69	.0%
<u>44 MUNICIPAL BUILDING AUTHORITY</u>							
4110 Legislative	208,777	208,777	171.46	45.14	.00	208,605.54	.1%
TOTAL MUNICIPAL BUILDING AUTHORITY	208,777	208,777	171.46	45.14	.00	208,605.54	.1%
<u>45 CAPITAL IMPROVEMENT</u>							

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City of Bountiful, UT
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45	CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4100	Non-Departmental	0	0	4,645.41	1,544.45	.00	-4,645.41	100.0%
4110	Legislative	950,000	950,000	305.28	.00	.00	949,694.72	.0%
4136	Information Technology	55,000	55,000	24,200.71	.00	.00	30,799.29	44.0%
4160	Government Buildings	25,000	25,000	.00	.00	.00	25,000.00	.0%
4210	Police	532,000	532,000	75,450.84	.00	.00	456,549.16	14.2%
4410	Streets	1,461,560	1,461,560	382,726.24	.00	.00	1,078,833.76	26.2%
4510	Parks	3,250,000	3,250,000	466,694.76	174.00	.00	2,783,305.24	14.4%
	TOTAL CAPITAL IMPROVEMENT	6,273,560	6,273,560	954,023.24	1,718.45	.00	5,319,536.76	15.2%
<hr/>								
48	RECYCLING							
4800	Recycling	418,250	418,250	67,810.51	1,516.91	.00	350,439.49	16.2%
	TOTAL RECYCLING	418,250	418,250	67,810.51	1,516.91	.00	350,439.49	16.2%
<hr/>								
49	STORM WATER							
4900	Storm Water	1,375,403	1,375,403	169,734.82	53,591.53	.00	1,205,668.18	12.3%
	TOTAL STORM WATER	1,375,403	1,375,403	169,734.82	53,591.53	.00	1,205,668.18	12.3%
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51	WATER							
5100	Water	5,314,961	5,314,961	984,951.97	233,816.98	.00	4,330,009.03	18.5%
	TOTAL WATER	5,314,961	5,314,961	984,951.97	233,816.98	.00	4,330,009.03	18.5%
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53	LIGHT & POWER							
5300	Light & Power	29,670,903	29,670,903	5,523,750.76	823,981.14	.00	24,147,152.24	18.6%
	TOTAL LIGHT & POWER	29,670,903	29,670,903	5,523,750.76	823,981.14	.00	24,147,152.24	18.6%
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55	GOLF COURSE							

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City of Bountiful, UT
SEPTEMBER 2016 YTD EXPENSE REPORT-FY2017

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FOR 2017 03		JOURNAL DETAIL 2017 2 TO 2017 2						
55	GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500	Golf Course	1,614,577	1,614,577	357,636.05	106,710.89	.00	1,256,940.95	22.2%
	TOTAL GOLF COURSE	1,614,577	1,614,577	357,636.05	106,710.89	.00	1,256,940.95	22.2%
57 LANDFILL								
5700	Landfill	1,224,964	1,224,964	290,932.30	67,556.55	.00	934,031.70	23.8%
	TOTAL LANDFILL	1,224,964	1,224,964	290,932.30	67,556.55	.00	934,031.70	23.8%
58 SANITATION								
5800	Sanitation	1,016,572	1,016,572	180,540.43	61,604.84	.00	836,031.57	17.8%
	TOTAL SANITATION	1,016,572	1,016,572	180,540.43	61,604.84	.00	836,031.57	17.8%
59 CEMETERY								
5900	Cemetery	499,253	499,253	227,775.37	39,069.95	.00	271,477.63	45.6%
	TOTAL CEMETERY	499,253	499,253	227,775.37	39,069.95	.00	271,477.63	45.6%
61 COMPUTER MAINTENANCE								
6100	Computer Maintenance	38,619	38,619	2,575.13	2.78	.00	36,043.87	6.7%
	TOTAL COMPUTER MAINTENANCE	38,619	38,619	2,575.13	2.78	.00	36,043.87	6.7%
63 LIABILITY INSURANCE								
6300	Liability Insurance	528,052	528,052	375,388.63	8,427.29	.00	152,663.37	71.1%
	TOTAL LIABILITY INSURANCE	528,052	528,052	375,388.63	8,427.29	.00	152,663.37	71.1%
64 WORKERS' COMP INSURANCE								

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City of Bountiful, UT
SEPTEMBER 2016 YTD EXPENSE REPORT-FY2017

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FOR 2017 03		JOURNAL DETAIL 2017 2 TO 2017 2						
64	WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400	Workers' Comp Insurance	278,838	278,838	99,878.33	20,588.26	.00	178,959.67	35.8%
	TOTAL WORKERS' COMP INSURANCE	278,838	278,838	99,878.33	20,588.26	.00	178,959.67	35.8%
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72	RDA REVOLVING LOAN FUND							
7200	RDA Revolving Loans	294,945	294,945	571.82	196.03	.00	294,373.18	.2%
	TOTAL RDA REVOLVING LOAN FUND	294,945	294,945	571.82	196.03	.00	294,373.18	.2%
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73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	3,117,953	3,117,953	144,290.97	-22,618.92	.00	2,973,662.03	4.6%
	TOTAL REDEVELOPMENT AGENCY	3,117,953	3,117,953	144,290.97	-22,618.92	.00	2,973,662.03	4.6%
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74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	0	0	304.92	101.45	.00	-304.92	100.0%
	TOTAL CEMETERY PERPETUAL CARE	0	0	304.92	101.45	.00	-304.92	100.0%
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83	RAP TAX							
8300	RAP Tax	451,000	451,000	20,843.65	17.55	.00	430,156.35	4.6%
	TOTAL RAP TAX	451,000	451,000	20,843.65	17.55	.00	430,156.35	4.6%
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92	OPEB TRUST							
9200	OPEB Trust	0	0	18,368.55	6,121.85	.00	-18,368.55	100.0%
	TOTAL OPEB TRUST	0	0	18,368.55	6,121.85	.00	-18,368.55	100.0%
GRAND TOTAL		69,346,707	69,346,707	13,005,330.43	2,512,548.38	.00	56,341,376.57	18.8%

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City Council Staff Report

Subject: Vehicle Purchase
Author: Chief Tom Ross
Department: Police Department
Date: October 25, 2016



Background

The following is a request to approve the purchase of three police vehicles. Funding for these vehicles has been approved in our FY 2017 budget.

Analysis

The vehicles to be purchased are two Ford Explorers which will be assigned to the patrol division and one Ford Mustang which will be assigned to Viewmont High School. All three vehicles will be purchased from Performance Automotive Group utilizing state bid contract pricing. The Ford Explorers are priced at \$29,255 each and the Ford Mustang is priced at \$23,928 for a combined total of \$82,438 which is within the amount budgeted.

The following vehicles will be sold or traded;

- 2009 Ford Explorer 89,000 miles
- 2009 Ford Explorer 91,000 miles
- 2010 Dodge Charger 105,000 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 and one Ford Mustang in the amount of \$82,438. Thank you for your time and consideration in this matter.

Attachments

N/A

City Council Staff Report

Subject: IPP Power Sales Contract
Author: Allen Ray Johnson
Department: Light & Power
Date: October 25, 2016



Background

We have discussed in previous City Council meetings the fact that the Intermountain Power Project (IPP), administered by the Intermountain Power Agency (IPA), is losing its California power purchasers in 2027 for all coal-generated electricity. However, the California entities are willing to continue as customers for natural gas-fired power. The solution, then, is to convert the IPP to a natural gas facility. On October 23, 2012, the City Council approved two of the necessary agreements, known as the Second Amendatory Power Sales Contract and the Fourth Amendment to the IPA Organization Agreement.

On March 16, 2016, all of the thirty-five purchasers have approved and signed the necessary Amendatory Contracts and they are now in effect. There are three more contracts that we need to sign and return to IPA before May 25, 2016. The first contract is the Acceptance Letter, which needs to be signed by all Purchasers who wish to remain in the project after 2027 at the termination of the existing Power Sales Contract. The second would be the Renewal Power Sales Contract. The third is the Excess Power Agreement.

Analysis

Bountiful City is currently a part owner of the IPP project and our share of the electrical power output has been used by the City as well as being laid off or reserved for possible future use (and until needed sold to California purchasers). It is an important element of the City's power planning.

The existing plant was rated at 1,800 MW's with the City's share at 30 MW. The new gas fired plant is proposed to be built at 1,200 MW, so we will only see approximately 20 MWs. The Excess Power contract allows us to lay off the entire output from the plant to the California purchasers with a one-year call back provision. This allows us to keep this power available should the City need or require the power in the future. We may have an option to pick up additional orphan shares if other Utah Purchasers choose not to continue with the project after 2027.

The Staff and the Power Commission would like to have the authority to approve up to the existing 30 MWs of the current contract.

Department Review

The Power Department Staff, City Attorney, and the City Manager have reviewed these contracts.

Significant Impacts

Bountiful City has a share of 30 megawatts and has at times used up to 20 of that, which availability will be lost if the IPP contracts end in 2027. The ability to have 20 MW or more in reserve is a major benefit to the City and the continued operation of the Power Department.

Recommendation

The Power Commission and Staff recommend that authorize the Mayor to sign the acceptance letter for the maximum amount allowed, sign the Renewal Power Sales Contract, and sign the Excess Power Agreement.

Attachments

1. Renewal Offer letter and Acceptance. Letter to Mayor Lewis dated March 18, 2016, from IPA with the ability to accept the new Purchaser Generation Entitlement Share.
2. Resolution 2016-____ Approval of, and authorization to execute and deliver, the renewal offer documents. This allows the Mayor to sign for the maximum percentage up to 30 MW for the new gas fired plant.
3. Resolution 2016-____ Approval of, and authorization to execute and deliver, agreement for sale of renewal excess power. This allows us to take the renewal power and sell the excess power to the California purchasers until the City needs to power.



March 18, 2016

Re: Renewal Offer Letter

Mayor Randy C. Lewis
986 South 800 East
Bountiful, UT 84010

Dear Mayor Lewis:

The Power Sales Contract, dated September 28, 1978, by Intermountain Power Agency (“IPA”) with City of Bountiful (the “Purchaser”), as heretofore amended, including the amendments by the Second Amendatory Power Sales Contract, and the other Power Sales Contracts by IPA, as so amended, with other utilities (collectively including Purchaser’s Power Sales Contract, the “Original Power Sales Contracts”) provide for participation by Purchaser and such other utilities (collectively including Purchaser, the “Original Purchasers”) in the Intermountain Power Project (the “Project”). Under Section 33 of the Original Power Sales Contracts IPA agrees to offer (the “Renewal Offer”) to Purchaser and such other Original Purchasers renewal of their participation in the rights and benefits of the Project from and after the expiration on June 15, 2027 (or such later date of termination of the Original Power Sales Contracts that occurs pursuant to Section 26.1 thereof).

This Offer Letter and the terms of the completed form of Offer Acceptance (the “Offer Acceptance”) and the terms of the form of the Renewal Power Sales Contract (the “Renewal Power Sales Contract”), including the form of Agreement for Sale of Renewal Excess Power (the “Excess Renewal Power Sales Agreement”) included as Appendix D to the Renewal Power Sales Contract, which accompany this Offer Letter constitute the initial offer (the “First Round Offer”) by IPA under its Renewal Offer. Such renewal of participation in the Project will be under and pursuant to the Renewal Power Sales Contracts to be entered into by IPA with the Original Purchasers that provide Offer Acceptances of the First Round Offer.

Initially capitalized terms used in this Offer Letter and in the Offer Acceptance which are defined in Section 4 of the Renewal Power Sales Contract shall have the same meanings, respectively, in this Offer Letter and the Offer Acceptance as given such terms in Section 4 of the Renewal Power Sales Contract.

First Round Offer: IPA hereby offers to Purchaser participation, commencing on June 16, 2027 (or such later date following termination of the Original Power Sales Contract that occurs pursuant to Section 26.1 thereof), in the rights and benefits of the Project in proportion to Purchaser’s Original Purchaser Entitlements. Purchaser may accept this First Round Offer, in whole or in part, by completing and executing the Offer Acceptance accompanying this Offer Letter. Purchaser should set forth in the space provided in the Offer Acceptance (i) the Generation Entitlement Share that is accepted by Purchaser which may be equal to (but not exceed) its Generation Entitlement Share under its Original Power Sales Contract or may be a

specified portion of such Generation Entitlement Share, (ii) the Generation Cost Share accepted by Purchaser which shall be the same percentage as the Generation Entitlement Share set forth pursuant to (i) above, and (iii) Purchaser's Point of Delivery (consistent with Section 9.9 of the Renewal Power Sales Contract). Purchaser's Transmission Cost Share will be calculated as provided under the Renewal Power Sales Contract by dividing the Generation Entitlement Share as set forth by Purchaser pursuant to (i) above that is to be delivered at the Point of Delivery set forth pursuant to (iii) above, by the aggregate of all Generation Entitlement Shares specified in the Offer Acceptances of Purchaser and the other Original Purchasers to be delivered at such Point of Delivery. The completed Offer Acceptance of Purchaser shall be duly authorized and executed by Purchaser, shall have received any and all Regulatory Contract Approvals and shall be submitted to IPA by May 25, 2016 or any extension thereof by IPA (the "First Round Offer Acceptance Date"), all in accordance with Section 26 of the Renewal Power Sales Contract.

Any portion of Purchaser's Original Purchaser Entitlements not accepted by Purchaser by its Offer Acceptance of the First Round Offer shall become part of the Orphan Original Purchaser Entitlements under the Renewal Power Sales Contracts. If Purchaser does not timely respond to this First Round Offer, or if Purchaser responds by rejecting in writing its entire Original Purchaser Entitlement, all Purchaser's Original Purchaser Entitlements shall become part of the Orphan Original Purchaser Entitlements, and Purchaser will be deemed to have rejected the Renewal Offer and shall have no further right to participate in the Renewal Offer.

As set forth in the Offer Acceptance, the Renewal Offer process will conclude with no further offers being made in the event Offer Acceptances of the First Round Offer result in the Renewal Power Sales Contracts by IPA with Purchaser and the other Original Purchasers becoming fully effective for one hundred percent (100%) of the Generation Entitlement Shares, Generation Cost Shares and the applicable Transmission Cost Shares of the Project, all as provided in the Offer Acceptance and in Section 26.2.2 of the Renewal Power Sales Contract. In the event, however, that the First Round Offer does not result in such Offer Acceptances, the Renewal Offer will continue with the Second Round Offer under which IPA will provide (i) that (a) the Utah Committed Purchasers shall have the right to provide to IPA a Utah Orphan Entitlement Allocation Document within 45 days following the date on which IPA provides its Offer Letter for the Second Round Offer, and (b) if the Utah Committed Original Purchasers fail to provide to IPA such a Utah Orphan Entitlement Allocation Document, such remaining Utah Orphan Purchaser Entitlements shall then be offered to each of the Utah Committed Original Purchasers as provided under Section 26.3.1.1 of the Renewal Power Sales Contracts, and (ii) that (a) the California Committed Purchasers shall have the right to provide to IPA a California Orphan Entitlement Allocation Document within 45 days following the date on which IPA provides its Offer Letter for the Second Round Offer, and (b) if the California Committed Original Purchasers fail to provide to IPA such a California Orphan Entitlement Allocation Document, such remaining California Orphan Original Purchaser Entitlements shall then be offered to each of the California Committed Original Purchasers as provided under Section 26.3.1.2 of the Renewal Power Sales Contracts. In the event, however, that the Second Round Offer does not result in Offer Acceptances for at least eighty-five percent (85%) of the aggregate Original Purchaser Entitlements, the Renewal Offer will continue with the Final Offer in accordance with Section 26.4 of the Renewal Power Sales Contracts.

The same offer as provided in this Offer Letter is being extended to each of the other Original Purchasers.

Upon the Renewal Power Sales Contracts becoming fully effective, each Utah Purchaser accepting this First Round Offer pursuant to an Offer Acceptance that elects to enter into the Excess Renewal Power Sales Agreement should furnish IPA with a notice of its election in accordance with Section 26.6.1 of the Renewal Power Sales Contracts. Los Angeles, as well as each of the other California Purchasers accepting this Renewal Offer that elects to enter into the Excess Renewal Power Sales Agreement, should furnish IPA with a notice of its election in accordance with Section 26.6.1 of the Renewal Power Sales Contracts.

If you have questions regarding this Renewal Offer or would like to discuss any of the terms and provisions of the Offer Acceptance or Renewal Power Sales Contract, please contact us and we will put you in contact with the appropriate person to address those matters.

INTERMOUNTAIN POWER AGENCY

By:

A handwritten signature in blue ink, appearing to read "K. W. G. Hodge", is written over a horizontal line.

Its: General Manager

OFFER ACCEPTANCE

_____, 2016

To: Intermountain Power Agency (“IPA”)

City of Bountiful (also known as Bountiful, a Municipal Corporation) (“Purchaser”) hereby accepts the First Round Offer in accordance with the terms of IPA’s Offer Letter, dated March 18, 2016, including this Offer Acceptance and the accompanying form of Renewal Power Sales Contract (the “Renewal Power Sales Contract”), and hereby specifies for its Offer Acceptance of the First Round Offer the following:

Purchaser’s Accepted Generation Entitlement Share: ___%

Purchaser’s Accepted Generation Cost Share: _____%¹

Purchaser’s Accepted Point of Delivery: _____²

Purchaser understands and agrees that its transmission entitlement in the Project and its Transmission Cost Share will be determined as provided in the Renewal Power Sales Contract.

Initially capitalized terms used in this Offer Acceptance which are defined in Section 4 of the Renewal Power Sales Contract shall have the same meanings, respectively, in this Offer Acceptance as given such terms in Section 4 of the Renewal Power Sales Contract.

By this Offer Acceptance, Purchaser agrees that based upon such Offer Acceptance and as provided by the applicable terms of the Renewal Power Sales Contract, IPA will prepare and will execute and deliver to Purchaser the Renewal Power Sales Contract to be entered into with Purchaser, including Appendices A and B thereto, all as provided in Section 26.2 of the Renewal Power Sales Contract, and Purchaser agrees to execute and deliver to IPA such Renewal Power Sales Contract which shall become effective as of the First Round Offer Acceptance Date.

If, there shall have been Offer Acceptances by the Original Purchasers of the First Round Offer so that IPA shall enter into Renewal Power Sales Contracts with Purchaser and all the other Original Purchasers for one hundred percent (100%) of the Generation Entitlement Shares, Generation Cost Shares and the applicable Transmission Cost Shares of the Project, all as provided in Section 26.2.2 of the Renewal Power Sales Contract, Purchaser agrees in accordance with Section 26.2.2 that its Renewal Power Sales Contract, together with such Renewal Power Sales Contracts by IPA with the other Original Purchasers, shall be fully effective in accordance with the terms thereof.

¹ Purchaser’s Generation Cost Share must be the same as its Generation Entitlement Share as required by the Renewal Power Sales Contract.

² Purchaser’s Point of Delivery must be designated in accordance with Section 9.9 of the Renewal Power Sales Contract.

As provided in Section 26.2.2 of the Renewal Power Sales Contract, upon the receipt by Purchaser and IPA of any and all required Regulatory Contract Approvals and upon Purchaser and IPA furnishing, each to the other, the legal opinions required pursuant to Section 25.3 of the Renewal Power Sales Contract, the Renewal Power Sales Contract of Purchaser with IPA, together with the Renewal Power Sales Contracts of IPA with such other Original Purchasers, shall be effective in accordance with the terms thereof, all as of the First Round Offer Acceptance Date.

Purchaser hereby certifies that the Renewal Power Sales Contract executed and delivered by it as above provided has been duly authorized by Purchaser, and Purchaser has obtained any and all Regulatory Contract Approvals required for its Renewal Power Sales Contract to be fully effective.

It is understood and agreed by Purchaser that in the event that the Offer Acceptances by the Original Purchasers do not permit the Renewal Power Sales Contract to become fully effective as provided in Section 26.2.2, Purchaser's Renewal Power Sales Contract with IPA will, however, become effective in accordance with Section 26.2.1, and Purchaser, together with the other Original Purchasers furnishing Offer Acceptances, will be entitled to receive the Second Round Offer under IPA's continuation of the Renewal Offer, as provided in Section 26.3 of the Renewal Power Sales Contract.

City of Bountiful (also known as Bountiful, a Municipal Corporation), as Purchaser, hereby causes this Offer Acceptance to be executed on its behalf on the date provided above.

CITY OF BOUNTIFUL (also known as
BOUNTIFUL, A MUNICIPAL CORPORATION)

By: _____

Its: _____

RESOLUTION NO. _____

**APPROVAL OF, AND AUTHORIZATION TO EXECUTE AND DELIVER, THE
RENEWAL OFFER DOCUMENTS**

On motion of _____, seconded by _____, at a duly noticed meeting of the City Council of [INSERT NAME OF MUNICIPALITY] (the “Council”), held the ____ day of _____ 2016, the following Resolution was duly adopted:

WHEREAS, [INSERT NAME OF MUNICIPALITY] (the “Municipality”) is a party to a Power Sales Contract (the “Power Sales Contract”) with Intermountain Power Agency (“IPA”), pursuant to which the Municipality acquired a portion of the generation capacity and transmission capacity of the Intermountain Power Project (the “Project”) through June 15, 2027; and

WHEREAS, IPA is a party to substantially identical power sales contracts with other parties (such other power sales contracts together with the Power Sales Contract being, collectively, the “Power Sales Contracts” and such other parties together with the Municipality being, collectively, the “Purchasers”); and

WHEREAS, IPA has advised the Municipality that the Power Sales Contracts have been amended to provide for, among other things, IPA to deliver the Renewal Offer Letter dated March 18, 2016 which has been received by the Municipality; and

WHEREAS, the Renewal Offer Letter provides that the Municipality is entitled to subscribe for entitlements in the generation capacity and the transmission capacity at IPP on the terms of the Renewal Offer Letter and the Renewal Power Sales Contract provided with the Renewal Offer Letter (the “Renewal Offer”); and

WHEREAS, to accept the Renewal Offer, the Municipality is required to indicate its acceptance of Renewal Offer on the Offer Acceptance provided with the Renewal Offer Letter and to execute the Renewal Power Sales Contract and comply with the other terms and conditions of the Renewal Offer Letter; and

WHEREAS, the Council has reviewed and discussed the Renewal Offer Letter, the Offer Acceptance and the Renewal Power Sales Contract; and

WHEREAS, the Council desires to authorize the chief executive of the Municipality to subscribe for any Orphan Original Purchaser Entitlements (as defined in the Renewal Power Sales Contract) and any Utah Orphan Original Purchaser Entitlements (as defined in the Renewal Power Sales Contract) up to a total Generation Entitlement Share for the Municipality indicated below as the Maximum Authorized Subscription Generation Entitlement Share for the Municipality; and

WHEREAS, the Council desires to accept the Renewal Offer and approve and adopt the Offer Acceptance and the Renewal Power Sales Contract.

NOW, THEREFORE, BE IT RESOLVED, that after due consideration and discussion, the Council hereby approves and adopts the Acceptance Offer and the Renewal Power Sales Contract and authorizes and directs the Municipality's Mayor (the "Mayor") and the Municipality's Clerk/Recorder (the "Clerk/Recorder") to execute and deliver to IPA the Acceptance Offer and Renewal Power Sales Contract on behalf of the Municipality and to take or cause to be taken such other action as may be necessary or desirable in order to make the Offer Acceptance and the Renewal Power Sales Contract effective, as one or more of such may be modified to reflect (i) the outcome of each of the First Round Offer, the Second Round Offer (if necessary) and the Final Offer (if necessary), as such terms are defined in the Renewal Power Sales Contract, (ii) the insertion of dates and the Municipality's address for notice (as reflected on the records of IPA or as otherwise expressly provided to IPA as the Municipality's address for notice together with the delivery of the Offer Acceptance), (iii) the modification of exhibits and appendices to complete, update or correct the Acceptance Offer and/or the Renewal Power Sales Contract, (iv) the updating of appendices and exhibits to reflect elections made under the Offer Acceptance and/or the Renewal Power Sales Contract in accordance with the terms thereof and (v) other modifications approved by the Mayor, which approval shall be conclusively established and evidenced by the execution by the Mayor of such Offer Acceptance and/or Renewal Power Sales Contract as so modified;

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed (i) to subscribe for a Generation Entitlement Share (as defined in the Renewal Documents) and a Generation Cost Share (as defined in the Renewal Documents) equal to _____ percent (____%) and (ii) to elect a point of delivery at _____;

BE IT FURTHER RESOLVED, that the Mayor may elect to increase the Municipality's Generation Entitlement Share (with a corresponding change to the Generation Cost Share) up to a total Generation Entitlement Share equal to _____ percent (____%)(the "Maximum Authorized Subscription Generation Entitlement Share"); provided that the Maximum Authorized Subscription Generation Entitlement Share shall be increased (i) as deemed necessary by the Mayor to provide for voting rights of the Utah Purchasers (as defined in the Renewal Documents) on the Renewal Contract Coordinating Committee (as defined in the Renewal Documents) equal to the aggregate voting rights of the Utah Purchasers (as defined in the Power Sales Contracts) on the Coordinating Committee (as defined in the Power Sales Contracts), and to enter into an agreement to provide for such increased election and/or to modify the Renewal Documents accordingly and (ii) automatically as a result of any increase in Subscription Generation Entitlement Share of the Municipality provided as a result of the operation of Section 26 of the Renewal Power Sales Contracts; and

BE IT FURTHER RESOLVED, that the Mayor and the Clerk/Recorder are hereby authorized and directed to execute and deliver, or cause to be executed and delivered, on behalf of the Municipality such additional documents, certificates, instruments, notices, opinions and agreements as may be deemed by the Mayor to be necessary or appropriate to the extent consistent with this Resolution.

PASSED, APPROVED AND SIGNED _____, 2016.

[INSERT NAME OF MUNICIPALITY]

[INSERT NAME OF COUNCIL CHAIR OR
MAYOR, AS APPLICABLE]

ATTEST:

_____, Clerk/Recorder

RESOLUTION NO. _____

**APPROVAL OF, AND AUTHORIZATION TO EXECUTE AND DELIVER,
AGREEMENT FOR SALE OF RENEWAL EXCESS POWER**

On motion of _____, seconded by _____, at a duly noticed meeting of the Municipal Council of [INSERT NAME OF MUNICIPALITY] (the "Council"), held the ____ day of _____ 2016, the following Resolution was duly adopted:

WHEREAS, [INSERT NAME OF MUNICIPALITY] (the "Municipality") is a party to a Power Sales Contract (the "Power Sales Contract") with Intermountain Power Agency ("IPA"), pursuant to which the Municipality acquired a portion of the generation capacity and transmission capacity of the Intermountain Power Project (the "Project") through June 15, 2027;

WHEREAS, the Municipality has adopted and approved that certain Renewal Power Sales Contract to be entered into with IPA;

WHEREAS, the Municipality desires to sell all or a portion of generation and transmission entitlements in the Project substantially on the terms and conditions set forth in that certain Agreement for Sale of Renewal Excess Power attached to the Renewal Power Sales Contract transmitted by IPA to the Municipality with the Renewal Offer Letter dated March 18 2016 (the "Agreement for Sale");

WHEREAS, the Council has reviewed and discussed the Agreement for Sale; and

WHEREAS, the Council desires to adopt and approve the Agreement for Sale.

NOW, THEREFORE, BE IT RESOLVED, that after due consideration and discussion, the Council hereby approves the Agreement for Sale and authorizes and directs the Municipality's Mayor (the "Mayor") and the Municipality's Clerk/Recorder (the "Clerk/Recorder") to execute and deliver, within forty-five (45) days of the effectiveness of the Renewal Power Sales Contract, the Agreement for Sale on behalf of the Municipality, to designate an Excess Entitlement Share (as defined in the Agreement for Sale of Renewal Excess Power) equal to _____% of the Municipality's Generation Entitlement Share under the Renewal Power Sales Contract and to take or cause to be taken such other action as may be necessary or desirable in order to make the Agreement for Sale effective, as the Agreement for Sale may be modified to reflect (i) the outcome of each of the First Round Offer, the Second Round Offer (if necessary) and the Final Offer (if necessary), as such terms are defined in the Renewal Power Sales Contract, (ii) the insertion of dates and the Municipality's address for notice (as reflected on the records of IPA or as otherwise expressly provided to IPA as the Municipality's address for notice together with the delivery of the Renewal Power Sales Contract), (iii) the modification of exhibits and appendices to complete, update or correct the Agreement for Sale, (iv) the updating of appendices and exhibits to reflect elections made under the Agreement for Sale in accordance with the terms thereof and (v) other modifications approved by the Mayor, which approval shall be conclusively established and evidenced by the execution by the Mayor of Agreement for Sale as so modified; and; and

BE IT FURTHER RESOLVED, that the Mayor and the Clerk/Recorder are hereby authorized and directed to execute and deliver, or cause to be executed and delivered, on behalf of the Municipality such additional documents, certificates, instruments, notices, opinions and agreements as may be deemed by the Mayor to be necessary or appropriate to the extent consistent with this Resolution.

PASSED, APPROVED AND SIGNED _____, 2016.

[INSERT NAME OF MUNICIPALITY]

[INSERT NAME OF COUNCIL CHAIR OR
MAYOR, AS APPLICABLE]

ATTEST:

_____, Clerk/Recorder

Council Staff Report

Subject: Preliminary Subdivision Approval for East Orchard Subdivision
Address: 2340 So. 200 West
Author: City Engineer
Department: Engineering, Planning
Date: October 25, 2016



Background

Mr. Gary Wright is requesting preliminary approval for a seven lot subdivision proposed for the 2.3 acres currently occupied by two homes, several barns/sheds and some horse arena ground, located at 2340 South 200 West, across the street from the Bountiful City Cemetery. The area is zoned R-4 and the request is for a subdivision which is consistent with the existing zoning requirements.

Analysis

Mr. Wright is in the process of purchasing two parcels totaling 2.3 acres of ground just south and east across 200 West from the city cemetery. The proposed subdivision consists of 7 lots proposed to front on a new cul-de-sac constructed between the homes located at 2329 S and 2343 S. 200 West Street. The property that both of these homes are located on is included as part of the subdivision. The new street makes the two existing houses into corner lots where there has been a large yard between the two houses so care has been taken to locate the new street in such a way that the homes have the required 20 ft. minimum side yard required on a corner.

With the current zoning of R-4, the proposed 7 lots fall within the maximum density allowed for the zone and the lots all exceed the 8,000 sq.ft. minimum area required, with sizes ranging from 8,016 sq.ft. to over 14,300 sq.ft. As stated above, the two corner lots also exceed the requirement that corner lots be a minimum of 8,800 sq.ft. All lots, interior, curve and corner also exceed the minimums required for the zone.

All utilities are available in 200 West and are available to be extended into this new cul-de-sac. The existing houses on lots 1 and 7 will remain and obviously are already hooked up to the necessary utilities. The remaining five lots will have new utility services from the new street.

The storm water runoff from this area drains onto 200 West Street and runs north into the 200 West storm drain system at 2200 South. This system is currently at capacity so onsite detention is required. The developer is proposing to provide onsite detention in underground detention chambers located between lot 6 and lot 7. A maintenance agreement with the property owner is required for the long term maintenance of the chambers.

The only item in this proposed development is the shape of lot 4. Although it is the largest lot, and has the necessary buildable area, it is shaped in such a way that could place a new home on the lot rather close to the existing homes in the Franklin Farms subdivision to the east. As such, the north line of the lot (adjacent to the LDS church property) will be considered as side yard, with a required 8 ft. side yard, and the property line to the east will be considered the rear yard with a required 20 ft. open area. That will provide for maximum separation between the house built on lot 4 and the existing homes on lots 106 and 107 of Franklin Farms subdivision. The developer is aware of this requirement.

Department Review

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

Recommendation

The Planning Commission passes along the recommendation for Preliminary Approval with the conditions listed below.

1. Payment of all required fees.
2. Provide a current Title Report.
3. Finalize the design of the underground storm water detention system along with a signed maintenance agreement.

Significant Impacts

This places seven homes where there has historically been two, and creates a new cul-de-sac. All of the negative impacts are minor.

Attachments

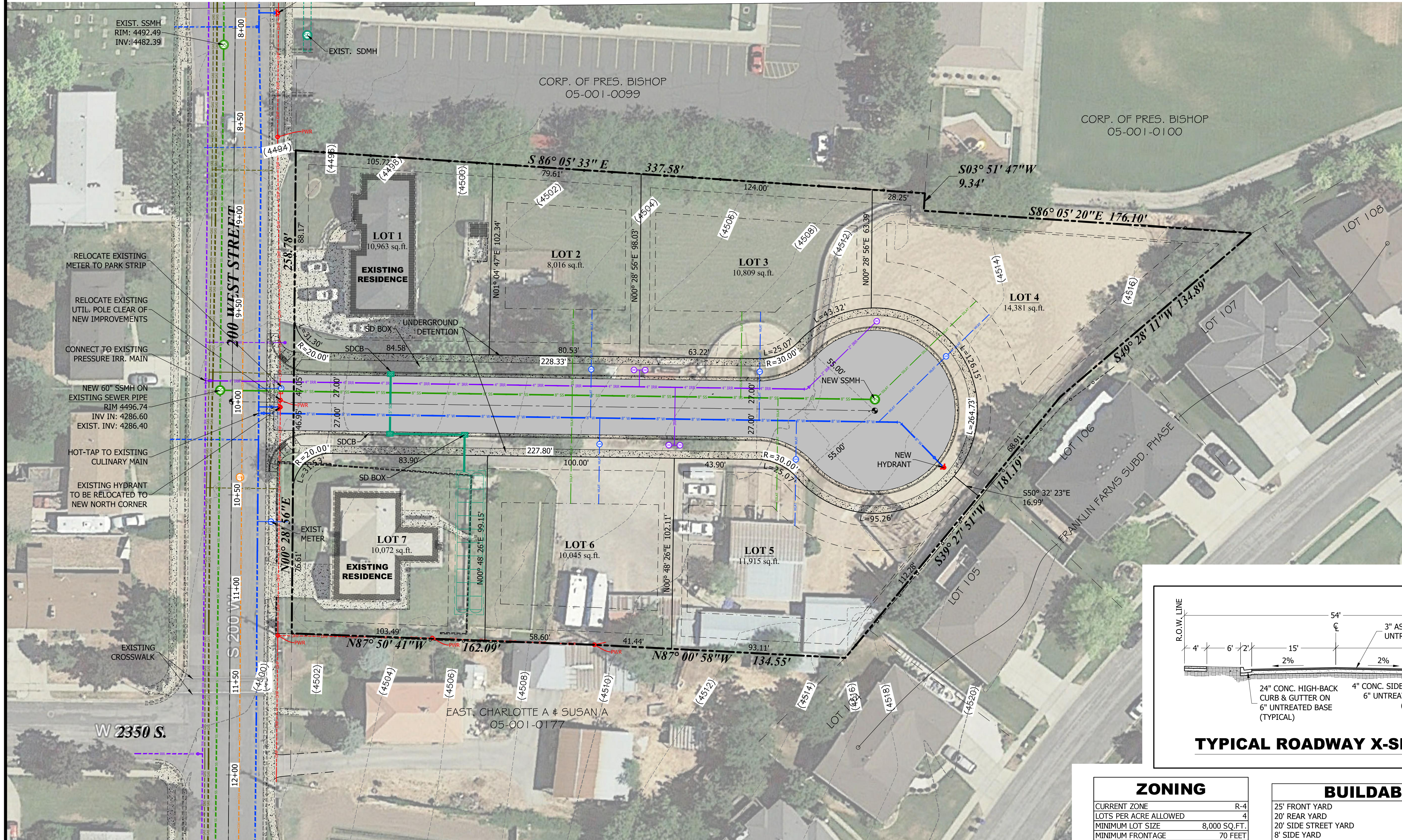
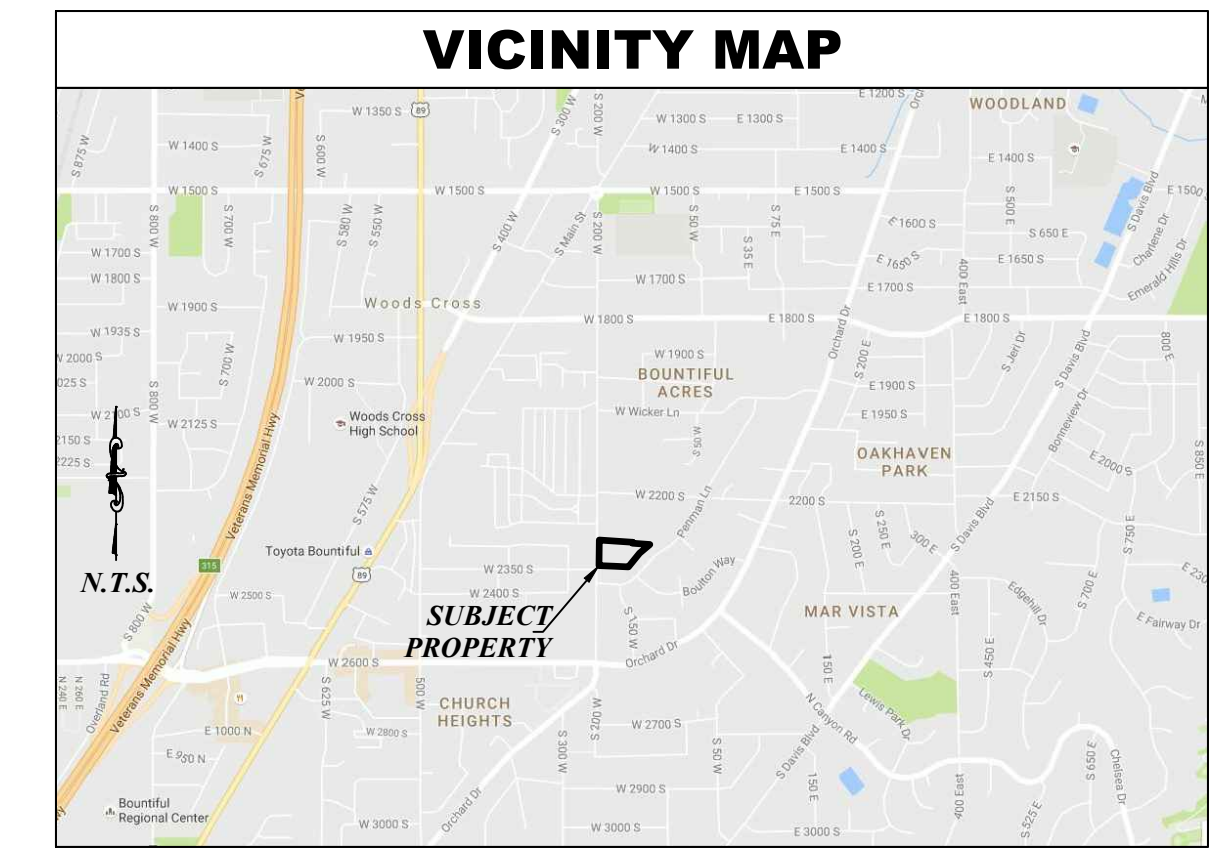
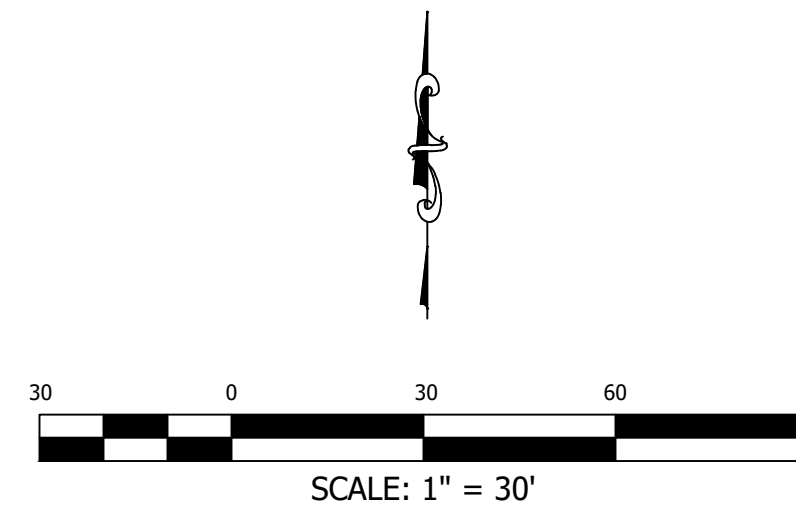
Aerial photo showing the area to be subdivided
A copy of the East Orchard Subdivision Preliminary Plat.

Aerial Photo of the proposed East Orchard Subdivision



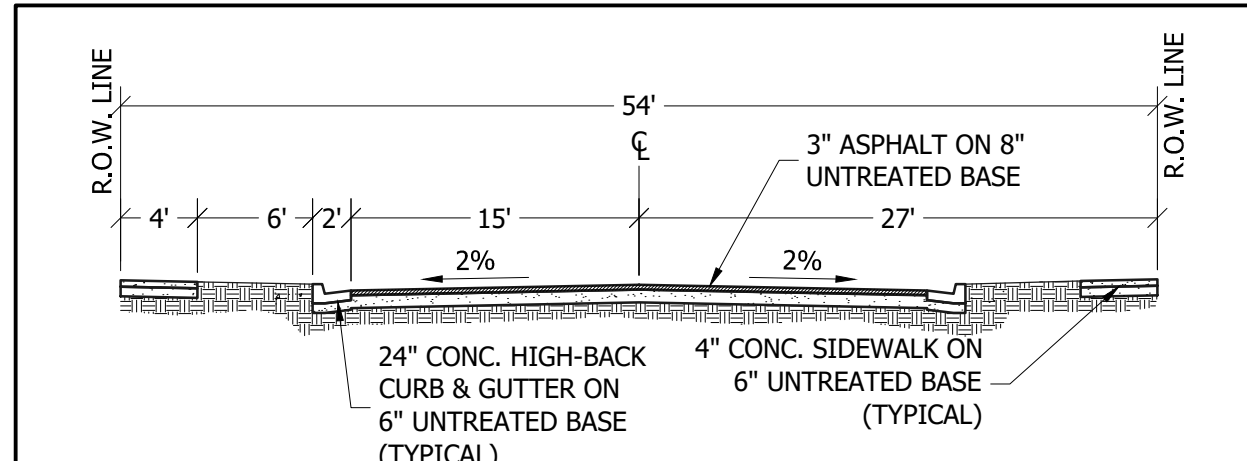
EAST ORCHARD SUBDIVISION

[PARCELS 05-001-0152, 05-001-0162, 05-001-0163]
 LOCATED IN THE NW 1/4 OF SECTION 31, T.2N., R.1E., S.L.B.&M.
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH



SYMBOL LEGEND

- 01 3" ASPHALT AND 8" COMPACTED ROAD BASE
 - 02 24" CONCRETE HIGH-BACK CATCH CURB & GUTTER AND 6" COMPACTED ROAD BASE
 - 03 4"x4" CONCRETE SIDEWALK AND 6" COMPACTED ROAD BASE
 - 04 ADA SIDEWALK CORNER RAMP
 - 05 SAWCUT AND REMOVE EXISTING STREET IMPROVEMENTS
 - 06 ASPHALT REPLACEMENT PER BOUNTIFUL CITY STANDARDS
 - 07 CURB & GUTTER REPLACEMENT PER BOUNTIFUL CITY STANDARDS
 - 08 NEW 60" SANITARY SEWER MANHOLE ON EXISTING SEWER PIPE
 - 09 NEW 60" SANITARY SEWER MANHOLE
 - 10 NEW 48" SANITARY SEWER MANHOLE
 - 11 EXISTING SANITARY SEWER MANHOLE
 - 12 REMOVE EXISTING 2" BLOWOFF AND CONNECT TO EXISTING CULINARY MAIN
 - 13 CONNECT TO EXISTING CULINARY MAIN AT HYDRANT
 - 14 HOT-TAP AND VALVE TO EXISTING CULINARY MAIN
 - 15 NEW FIRE HYDRANT ASSEMBLY COMPLETE
 - 16 EXISTING FIRE HYDRANT
 - 17 EXISTING WATER MANHOLE
 - 18 CONNECT TO EXISTING PRESSURE IRRIGATION MAIN
 - 19 CUT IN TEE TO EXISTING PRESSURE IRRIGATION MAIN
 - 20 NEW STORM DRAIN MANHOLE ON EXISTING 30" RCP
 - 21 NEW STORM DRAIN MANHOLE
 - 22 NEW STORM DRAIN CURB INLET BOX
 - 23 NEW STORM DRAIN INLET/OUTLET BOX
 - 24 NEW STORM DRAIN CONTROL BOX
 - 25 EXISTING STORM DRAIN MANHOLE
 - 26 EXISTING STORM DRAIN INLET BOX
 - 27 RELOCATE EXISTING POWER POLE CLEAR OF NEW IMPROVEMENTS
- ALL ITEMS WITHIN THE PUBLIC RIGHT-OF WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.



TYPICAL ROADWAY X-SECTION

ZONING

CURRENT ZONE	R-4
LOTS PER ACRE ALLOWED	4
MINIMUM LOT SIZE	8,000 SQ.FT.
MINIMUM FRONTAGE	70 FEET
FRONT YARD	25 FEET
REAR YARD	20 FEET
SIDE YARD	8 FEET
SIDE STREET YARD	20 FEET

BUILDABLE AREA

25' FRONT YARD
20' REAR YARD
20' SIDE STREET YARD
8' SIDE YARD

PUBLIC UTILITY EASEMENTS

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

UTILITY PROVIDERS

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

LOT ANALYSIS

PROJECT AREA	2.29 ACRES
PROPOSED LOTS	7
LOTS PER ACRE	3.06
MINIMUM FRONTAGE	80.53
AVERAGE FRONTAGE	115.33
MAXIMUM FRONTAGE	164.23
MINIMUM LOT AREA	8,016
AVERAGE LOT AREA	10,886
MAXIMUM LOT AREA	14,381

DRAINAGE CALCULATIONS

Area Analysis	sq.ft.	Acres	C
7 Lots @ 3,000 sq.ft.	19,600	0.45	0.90
Improvements	18,816	0.43	0.90
Landscape	61,473	1.41	0.15
Total	99,889	2.29	0.44

25 Year Detention Analysis

NOAA Precipitation Frequency Data Server N:40.8646, W:111.8851
 Allowable Runoff 0.10 cfs/acre

Time (min.)	I in./hr	Runoff ft ³	Allowable Runoff ft ³	Storage ft ³
5	4.440	1,339	69	1,270
10	3.370	2,033	138	1,895
15	2.790	2,525	206	2,318
30	1.880	3,402	413	2,990
60	1.160	4,199	826	3,373
120	0.681	4,930	1,651	3,279
180	0.484	5,255	2,477	2,779
360	0.284	6,168	4,953	1,214
720	0.173	7,514	9,906	0
1440	0.109	9,468	19,813	0

Required Detention **3,373**

181 North 200 West, Suite #4
 Bountiful, Utah 84010
 Phone 801-298-2236
 Fax 801-298-5983



PRELIMINARY
NOT FOR
CONSTRUCTION

EAST ORCHARD SUBDIVISION

2335 SOUTH 200 WEST
 PARCELS 05-001-0152, 05-001-0162, 05-001-0163
 LOCATED IN THE NW 1/4 OF SECTION 31, T.2N., R.1E., S.L.B.&M.
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH

DRAWN: LKM 03 OCT 2016

APPVD: STA 03 OCT 2016

PROJECT: 1037006

1037006 PRELIM.dwg

C400
 PRELIMINARY PLAN

City Council Staff Report



Subject: Easement Release Request at Lot 1, Ruth Estates Subdivision

Author: Paul Rowland

Department: Engineering

Date: October 25, 2016

Background

Brighton Homes has requested that the storm water detention basin at the property listed above be modified to better match the home and landscaping. That modification will require the release of the easement covering the detention basin in its original design location, and the recording of a new easement covering the detention basin in the proposed modified location.

Analysis

When Ruth Estates Subdivision was originally approved, the storm water detention basin on Lot 1 was proposed wrap around the house in the north and west side yards. Brighton Homes is requesting a change in the location of the basin to better match the grading of the lot. The new basin will have the same detention capacity, the only difference is that it will be located along the north side of the yard, rather than wrapping around the home. We have reviewed this proposal and find that it will have slightly less possible impact on the neighbor to the west and still meets the requirements of our Storm Water Ordinance.

Unlike other Public Utility Easements, this easement is only for the installation of storm water improvements, and therefore does not need to be reviewed by the other utilities that are normally involved in the release of a PUE. As such, the requested design change has been reviewed the Engineering Department and we agree that with the recording of a new easement, this one can be released.

Department Review

This has been reviewed by the Engineering Departments.

Significant Impacts

None

Recommendation

I recommend that the City Council approve this Easement Release and authorize the Mayor to sign the release document.

Attachments

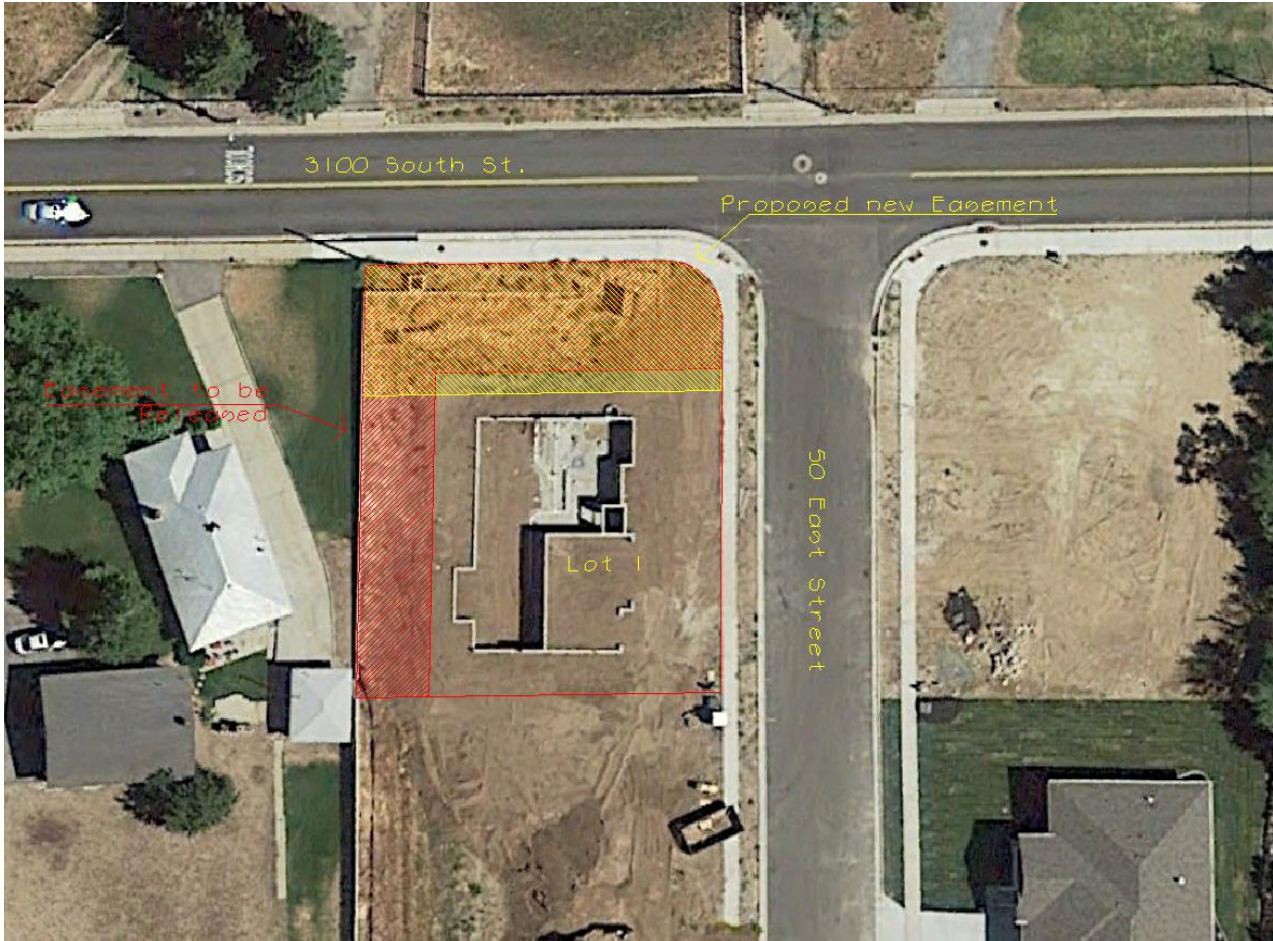
Lovely color aerial photograph showing the location of the proposed release and new easement

Drawing showing the easement as recorded and the proposed new easement

Copy of the Release of Easement document signed by the City Engineer

Copy of replacement easement to be recorded

Brighton Homes Easement Release Request




RELEASE OF EASEMENT

BOUNTIFUL CITY, DAVIS COUNTY, STATE OF UTAH, a municipal corporation, does hereby release a storm drain easement over, and under and across the following described property:

BEGINNING AT THE NORTH WEST CORNER OF LOT 1 OF RUTH ESTATES SUBDIVISION AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID SUBDVISION BEING LOCATED IN THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING NORTH 89°56'12" EAST 84.00 FEET ALONG THE SOUTH LINE OF 3100 SOUTH STREET TO A POINT OF CURVATURE; THENCE 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 45°03'48" EAST 28.28 FEET,) TO A POINT OF TANGENCY; THENCE SOUTH 00°03'48" EAST 10.00 FEET ALONG THE WEST LINE OF 50 EAST STREET; THENCE SOUTH 89°56'12" WEST 84.00 FEET; THENCE SOUTH 00°03'48" EAST 90.00 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°56'12" WEST 20.00 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°03'48" WEST 120.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. CONTAINS 0.111 ACRES

UTILITY COMPANY APPROVAL

Bountiful City Engineer		Date: 10.19.16
Power Company	N/A	Date: —
Bountiful Irrigation	N/A	Date: —
Questar Gas	N/A	Date: —
Qwest	N/A	Date: —
Bountiful Water	N/A	Date: —
South Davis Sewer	N/A	Date: —
Comcast	N/A	Date: —

Dated this _____ day of _____, _____,
 Mayor _____
 Attest: _____

City Recorder

STATE OF UTAH)
)
 County of Davis)

On the _____ day of _____, _____ personally appeared before me, _____, Mayor and _____, City Recorder of Bountiful, who each being by me duly sworn did say that the above instrument was signed in behalf of Bountiful, Municipal Corporation, by authority of the City Council and they did each acknowledge to me that they executed the same.

 Notary Public Seal

**The City of Bountiful, Utah
Storm Drain Easement Deed**

Address: 3124 South 50 East

Parcel: 014790001

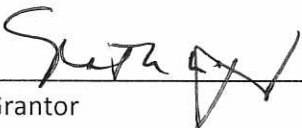
Location: ALL OF LOT 1, RUTH ESTATES SOUTH SUBDIVISION. CONT. 0.28000 ACRES.

Brighton Homes Utah LLC, Grantor, of North Salt Lake, County of Davis, State of Utah, does hereby Convey and warrant to the City of Bountiful, Grantee, its successor and assigns, for the sum of \$0.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a storm drain easement. This includes the right to install, maintain operate, repair, remove, replace or relocate the storm drain above or below ground with the right of access to the storm drain easement for the public utility employees, contractors and agents, with necessary equipment.

It is understood that under section 54-3-27(2)(b) of the Utah Code, that a public utility using the easement shall restore or repair, at the expense of the public utility, any fence, grass, soil, shrubbery, bushes, flowers or other low level vegetation, sprinkler system, irrigation system, gravel, flat concrete, or asphalt damaged or displaced from the exercise of the easement rights. However, this does not include structures or other above ground facilities in the easement area. The Grantor retains the right to use the property in any manner not inconsistent with the easement rights granted herein

The storm drain easement conveyed by this deed is attached as Exhibit A to this deed and shown in Exhibit B to this deed.

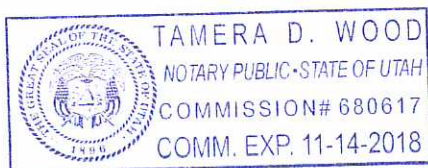
Date this 18 day of October, 2016

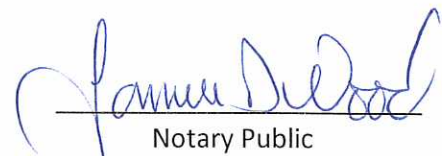


Grantor

STATE OF UTAH)
)SS.
Davis County)

On the 18th day of October, 2016, personally appeared before me Nathan W. Pugsley the signer and Grantor of the foregoing instrument, and manager of Brighton Homes Utah LLC, who duly acknowledged to me that they executed the same.





Notary Public

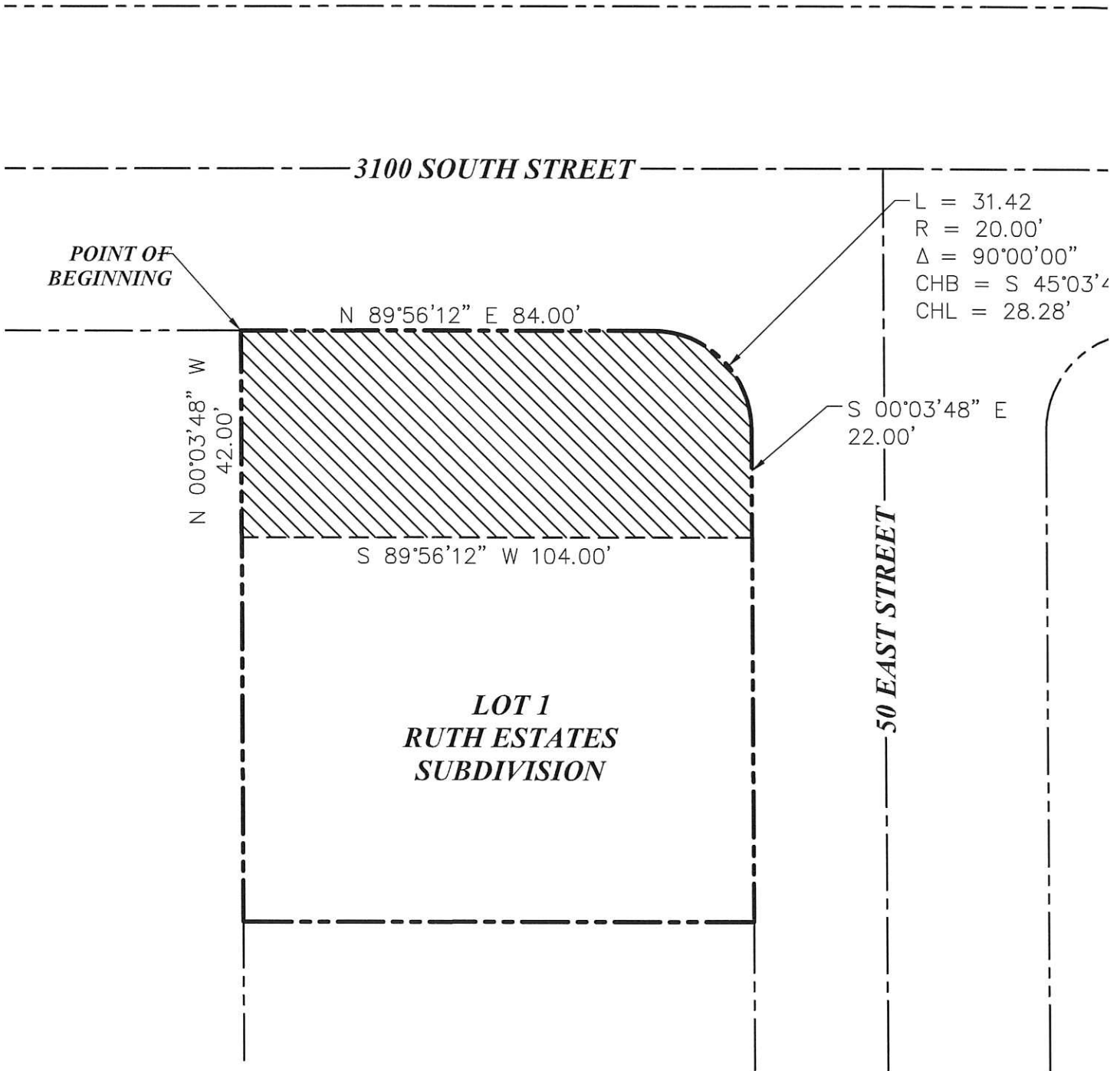
EXHIBIT "A"

STORM DRAIN EASEMENT TO BE RECORDED

BEGINNING AT THE NORTH WEST CORNER OF LOT 1 OF RUTH ESTATES SUBDIVISION AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID SUBDIVISION BEING LOCATED IN THE NORTH EAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING NORTH 89°56'12" EAST 84.00 FEET ALONG THE SOUTH LINE OF 3100 SOUTH STREET TO A POINT OF CURVATURE; THENCE 31.42 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 45°03'48" EAST 28.28 FEET,) TO A POINT OF TANGENCY; THENCE SOUTH 00°03'48" EAST 22.00 FEET ALONG THE WEST LINE OF 50 EAST STREET; THENCE SOUTH 89°56'12" WEST 104.00 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 00°03'48" WEST 42.00 FEET ALONG SAID WEST LINE TO THE NORTH WEST CORNER OF SAID LOT 1 AND TO THE POINT OF BEGINNING.

CONTAINS 0.098 ACRES

EASEMENT EXHIBIT "B"



City Council Staff Report

Subject: Downtown Plaza and City Hall

Author: Gary Hill

Department: Administration

Date: October 25, 2016



Background

Two years ago, the City began addressing several separate issues at the same time:

- Main Street needs investment and activity to encourage further private development.
- There is a growing need for downtown improvements for events and activities, including the car show, farmers market, Tour of Utah, concerts, restrooms, etc.
- Stoker School. The structural condition of the 100-year old building was unknown. Major costs for repairs and maintenance were looming.
- City Hall needs significant renovation (\$4-\$6.5 million). Maintenance costs are escalating.
- Bountiful's 30-year RDA was expiring, which was a major revenue source for redevelopment projects.

With these issues in mind, the City developed a comprehensive solution: renovate Stoker School as a City Hall and develop the soccer field and area around Stoker into a plaza.

- City Hall will add jobs and activity to Main Street businesses.
- Under-utilized open grass (soccer field) and parking could be converted into attractive, usable public space (plaza).
- Plaza will create a space for families, events and activities in the heart of downtown.
- City Hall brought back to historic downtown core.
- Stoker School's structural needs are addressed.

The City Council authorized a structural study to determine if Stoker could be renovated. The results were not favorable. The building was found to be too compromised and weak to be remodeled for a new use without spending tens of millions of dollars.

- Age and additions to the original building weakened the structure further.
- Renovation would also likely ruin the look of the building.
- The structural integrity of the building is unfavorable for current use (University of Utah) as well.
- Despite our hope to save the building, safety and fiscal responsibility require its removal.

Stoker is unable to be renovated, but the ideals of the downtown plaza and City Hall are still considered very beneficial to Main Street and the City.

- Investing in Main Street area is a key to making Bountiful attractive.
- Bountiful's Main Street is authentic and unique in Northern Utah - others are trying to create what we already have.
- The improvements will bring jobs, people and activity downtown while preserving what makes Bountiful unique.

The property in front of and around the current City Hall is well suited for development as a mixed-use, transit-oriented development.

- The open area around the building is ideal for development into a mixed-use commercial and housing development.
- Proximity to Main Street, shopping, grocery stores, the library and schools, enhance the location.
- More space here increases the City's ability to keep the library here when Davis County decides to build a new building.
- Current and future transit will serve the property and library campus.

The Davis County School District, County and other taxing entities recognized the merits of the proposal and of maintaining a vibrant downtown. They unanimously approved a 20-year extension for the RDA.

- Private investment will result from RDA investment.
- Ongoing private and public investments in Bountiful generate economic vitality. This helps keep taxes low.

Funding for the plaza will come from the RDA and construction of a new City Hall will come from the City's Capital Improvement Fund. The plaza is estimated to cost \$3 million, and the budget for the new City Hall is \$13 million. No tax increase or bonding is necessary.

In March 2016, the City announces its ideas to the public. An open house to inform residents and get feedback is held on March 23rd. In July, the City Council hires an architect and design team to start design of the plaza and City Hall and to formally kick-off the public input process. A mailer is sent to all residents in the City and open houses are scheduled for August 18th and October 6th.

In the meantime, some residents voice concern about the project and ask to present their opposition to the new City Hall building in particular at the Council meeting on September 18th. Following the public hearing, the Council decides to make a final decision about moving forward with the project on October 25th.

Analysis

Information relating to the pros and cons of the project have been provided to the City Council and public for the past several months. The Council could refer to past staff reports for detailed information about the project.

If the Council decides to move ahead with both plaza and City Hall, the next step will be to hire a Construction Manager/General Contractor. A selection process has already taken place, with the selection committee recommending Hogan Construction.

Staff would also begin the selection process to hire a consultant for development of the current city campus. The Council will recall that the Wasatch Front Regional Council granted the City a \$60,000 grant to master-plan the property.

If the Council decides to build a plaza without a new building, steps will need to be taken to cancel/amend the current contract with the design team. This will start a new chain of items to discuss which will include the following:

- When and how to renovate the existing building, including;
 - Hiring an architect to plan the building renovations
 - How and where to relocate staff and City Hall operations during the renovation.
- What to do with the development plans for the current campus.
 - Should the open space around the campus be developed into a mixed-use, transit-oriented development if the City Hall is staying?
- How will the plan affect the County's decisions about an updated/new South Davis library branch?
- Etc.

These items won't need to be discussed on October 25th, but it is important for the Council to understand that additional consideration will need to be given to all of these issues.

Department Review

This report was prepared with input from Planning, Engineering, Legal and the City Manager departments

Recommendation

1 – The City Council should provide final direction on construction of a downtown plaza with or without a new City Hall.

2 – If the Council decides to proceed with the City Hall, staff recommends the Council engage Hogan Construction as Construction Manager/General Contractor for the project.

Attachments

Downtown Project Timeline as of 10-25-16

How Did the Downtown Plan Develop?

Downtown Plan Timeline

10-20-16



March 2013	Bountiful/Davis Arts Center (BDAC) is razed to accommodate a new City Hall. It's planned that the BDAC and Historical Society will move into the current City Hall.
September 2013	Escalating costs and a desire to ensure there is a need and plan prompt City Council to postpone a decision to build a new city hall until the current City Hall is evaluated.
October 2014	Selection process begins for architectural firm to study City Hall building needs.
December 2013	GSBS Architects is selected to perform <u>Use and Needs Analysis of current City Hall.</u>
January 2014	In conjunction with budget preparation, City staff begins to worry about the increasing costs of maintaining Stoker School and starts discussing the need for renovation.
April 2014	<u>Use and Needs Analysis for City Hall</u> completed. GSBS Architects identify \$3.5 -\$5.7 million in necessary repairs and modernization. Cost does not include engineering and architectural costs or furniture, fixtures, and equipment, which would push the cost closer to \$6.5 million.
May 2014	<u>Main Street Infrastructure Report</u> by Richman Consulting emphasizes the need for additional public investment on Main Street to stimulate economic growth.
May 2014	While discussing the converging issues of City Hall, Main Street revitalization, and Stoker School, the City Council and Mayor decide to explore the possibility of renovating Stoker School for use as a new City Hall. The <u>Downtown Plan</u> concept also includes: <ul style="list-style-type: none">• Development of a plaza to bring families downtown and better accommodate events and activities.• Relocation of University of Utah to current City Hall building/site.• Conversion of the property near the current City Hall as a mixed-use, transit-oriented development.• Extension of the Bountiful Redevelopment Agency for 20 years to pay for the plaza and other improvements in town.<ul style="list-style-type: none">○ RDA extension requires approval from Davis School District, Davis County, State Board of Education, and other taxing entities.

June 2014	City begins working with Davis County, Davis School District, and other taxing entities to extend the Bountiful RDA.
June 2014	GSBS Architects is retained to perform a <u>Use and Needs Analysis of Stoker School</u> . The first major step is a “fatal flaw” analysis to see if the building is structurally sound.
June – Dec. 2014	Functional and structural analysis of Stoker is undertaken. 80 different locations are tested for structural strength.
February 2015	<u>Stoker Use and Needs Analysis</u> reveals that the building is severely compromised by age, original construction methods, and subsequent renovations. Testing reveals 3 of 4 sections of the building do not meet structural standards. The building can’t be reinforced without costing tens of millions of dollars.
March-April 2015	City Council decides the concept of a plaza and City Hall downtown to add vibrancy to Historic Main Street is worthwhile. The plan cannot proceed without the extension of the RDA to fund the plaza.
December 2015	Representatives from Davis County, Davis School District, the State Board of Education, and other taxing entities <u>unanimously approve a 20 year extension of the Bountiful RDA</u> , based largely on the Downtown Plan. The extension is expected to generate over \$21 million dollars.
January 2016	A <u>draft concept of the plaza</u> with new City Hall is developed for discussion with the City Council.
March 2016	The Downtown Plan is shared with the public through the City Website, local newspaper, and Open House on March 23, 2016.
June 2016	City Council holds a public hearing and adopts the FY 2017 Budget which includes funding to relocate City Hall.
July 2016	The City selects VCBO Architecture and EPG Planning to design the new City Hall and Plaza.
August 2016	Project Website is created, which includes a survey and information about the Downtown Plan. Mailers are sent to all residents informing them about the project and upcoming open houses. A public open house is held on August 18, 2016 to gather input for the design of the plaza and building.

On August 23rd Council postpones a decision to hire a General Contractor to receive more information about the viability of relocating city hall.

September 2016

Council meets with architects on September 8th to get more information about the site/space conditions with and without a city hall on the plaza.

On September 13th a public hearing is held to hear from residents and businesses about the proposed plan. The Council decides to make a decision at the Council Meeting on October 25th.

October 2016

A second public open house is held on October 6th, this one focusing more on plaza amenities. Options with and without a city hall are included. Consultants suggest the City Council not attend so that attendees can focus on the plaza, not just attend to oppose the City Hall.

Item is scheduled for action on October 25th at the City Council meeting.