

# BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, November 22, 2016

**Work Session – 6:15 p.m.**

**Regular Session - 7:00 p.m.**

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

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

## AGENDA

### Finance Committee – 6:00 p.m.

1. Discussion of audit and CAFR – Mr. Tyson Beck p. 3

### Work Session – 6:15 p.m.

1. City Hall and Plaza next steps – Mr. Gary Hill

### Regular Session – 7:00 p.m.

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meetings October 25, 2016 Parks, Recreation and Fine Arts Committee and October 25, 2016 City Council meeting p. 13
3. Council Reports
4. BCYC Report
5. Consider approval of weekly expenditures > \$1,000 paid October 17, 24, 31 & November 7, 2016 p. 21
6. Presentation of audit and CAFR – Mr. Tyson Beck p. 3
7. Consider approval of Resolution 2016-19 appointing Councilman John Marc Knight to the Davis Center for the Performing Arts Administrative Control Board – Mr. Gary Hill. p. 27
8. Consider approval of Resolution 2016-20 appointing Mayor Randy Lewis to the South Davis Sewer District Board of Trustees – Mr. Gary Hill p. 29
9. Consider approval of the purchase of three Dodge pickup trucks, one Mack dump truck, one Ditch Witch Vactor and one hot tap machine for the total amount of \$296,585 – Mr. Mark Slagowski p. 31
10. Consider approval of Resolution 2016-21 approving an interlocal agreement with the Davis Metro Narcotics Strike Force – Chief Tom Ross p. 33
11. Consider final approval of the East Orchard Subdivision located at 2340 South 200 West – Mr. Paul Rowland p. 59
12. Consider approval of granting final acceptance of Ruth Estates Subdivision located at 50 East 3100 South and release of the bond – Mr. Paul Rowland p. 63
13. Adjourn to an RDA meeting with a separate agenda

**After the RDA meeting, the Council will meet in a closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205).**

  
City Recorder



# City Council Staff Report



**Subject:** CAFR (Comprehensive Annual Financial Report) & Supplemental Reports for FY2016  
**Author:** Tyson Beck, Finance Director  
**Department:** Finance  
**Date:** November 7, 2016

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## **Background**

Our annual audit has been completed and the Comprehensive Annual Financial Report (CAFR) and supplemental report must be presented to the Council as per State law.

## **Analysis**

State law requires that State entities, including municipalities, with annual revenues or expenditures of \$750,000 or more receive an annual independent audit and that the report of said audit be presented to the governing body (*See UCA Sections 10-6-150 and 51-2a-201 through 203.*). In FY2016 the annual financial report (CAFR) was prepared in-house by the Finance Department and audited by Keddington & Christensen LLC. We are presenting the FY2016 CAFR for your review and consideration of the City's operations and finances.

Auditing Standards also require the independent auditing firm to report the scope of the audit, audit findings (if any), and audit adjustments (if any) directly to the governing body. The independent auditing firm for fiscal year 2016 was Keddington & Christensen, LLC, and Gary Keddington (Partner) will present the audit and supplemental report to the City Council.

The FY2016 CAFR received an unmodified opinion (i.e. clean opinion) from the auditors as well as there were no audit adjustments to the City's FY2016 accounting.

## **Department Review**

The CAFR was prepared principally by the Finance Director and reviewed by the Assistant Finance Director and Assistant City Manager, as well as audited by Keddington & Christensen, LLC. The supplemental report was prepared by Keddington & Christensen, LLC and reviewed by the Finance Director, Assistant Finance Director, and Assistant City Manager.

This staff report was written by the Finance Director and reviewed by the City Manager.

## **Significant Impacts**

There is no action required or other significant impacts in regards to these financial reports.

## **Attachments**

CAFR and the auditor's Supplemental Report for fiscal year ended 6/30/16.

## **Recommendation**

These reports are for your review and consideration of the City's FY2016 operations and finances.

**CITY OF BOUNTIFUL  
BOUNTIFUL, UTAH**

**SUPPLEMENTARY REPORTS**

**FOR THE FISCAL YEAR ENDED JUNE 30, 2016**



**Keddington & Christensen, LLC**  
Certified Public Accountants

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**CITY OF BOUNTIFUL  
SUPPLEMENTARY REPORTS  
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**Keddington & Christensen, LLC**  
Certified Public Accountants

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Gary K. Keddington, CPA  
Phyl R. Warnock, CPA  
Marcus K. Arbuckle, CPA

**INDEPENDENT AUDITOR'S REPORT  
ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON  
COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL  
STATEMENTS PERFORMED IN ACCORDANCE  
WITH GOVERNMENT AUDITING STANDARDS**

Honorable Mayor and  
Members of the City Council  
City of Bountiful  
Bountiful, Utah

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bountiful, as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City of Bountiful's (the City) basic financial statements, and have issued our report thereon dated November 2, 2016.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be *material weaknesses* or *significant deficiencies* and therefore, *material weaknesses* or *significant deficiencies* may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be *material weaknesses*. However, *material weaknesses* may exist that have not been identified

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Keddington & Christensen, LLC*

November 2, 2016



**Keddington & Christensen, LLC**  
Certified Public Accountants

Gary K. Keddington, CPA  
Phyl R. Warnock, CPA  
Marcus K. Arbuckle, CPA

**INDEPENDENT AUDITOR'S REPORT IN ACCORDANCE WITH  
THE STATE COMPLIANCE AUDIT GUIDE ON:  
COMPLIANCE WITH GENERAL STATE COMPLIANCE REQUIREMENTS,  
COMPLIANCE FOR EACH MAJOR STATE PROGRAM, AND  
INTERNAL CONTROL OVER COMPLIANCE**

Honorable Mayor and  
Members of the City Council  
City of Bountiful  
Bountiful, Utah

**Report on Compliance**

We have audited the City of Bountiful’s compliance with the applicable general state and major state program compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor that could have a direct and material effect on the City or each of its major state programs for the year ended June 30, 2016.

General state compliance requirements were tested for the year ended June 30, 2016 in the following areas:

- |                              |                  |
|------------------------------|------------------|
| Budgetary Compliance         | Fund Balance     |
| Utah Retirement Systems      | Restricted Taxes |
| Open and Public Meetings Act | Treasurer’s Bond |
| Transparency                 | Cash Management  |
| Impact Fees                  |                  |

The City received state funding from the following programs classified as major programs for the year ended June 30, 2016.

B & C Road Funds (Department of Transportation)

**Management’s Responsibility**

Management is responsible for compliance with the general state requirements referred to above and the requirements of laws, regulations, contracts, and grants applicable to its state programs.

**Auditor’s Responsibility**

Our responsibility is to express an opinion on Bountiful City’s compliance based on our audit of the compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above could have a direct and material effect on the City and its major programs occurred. An audit includes examining, on a test basis, evidence about the City’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.



We believe that our audit provides a reasonable basis for our opinion on compliance with general state compliance requirements and for each major state program. However, our audit does not provide a legal determination of the City's compliance.

### **Opinion on General State Compliance Requirements and Each Major State Program**

In our opinion, Bountiful City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the City for the year ended June 30, 2016.

### **Other Matters**

The results of our auditing procedures disclosed two instances of noncompliance, which are required to be reported in accordance with the *State Compliance Audit Guide* and which are described in the accompanying schedule of findings and recommendations. Our opinion on compliance is not modified with respect to these matters.

The City's response to the noncompliance findings identified in our audit are described in the accompanying schedule of findings and recommendations. The City's response was not subject to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

### **Report on Internal Control over Compliance**

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the compliance requirements that could have a direct and material effect on the City or on each major state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance with general state compliance requirements and for each major state program and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a general state or major state program compliance requirement on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a general state or major state program compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a general state or major state program compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

### **Report on Schedule of Expenditures of State Awards as Required by the *State Compliance Audit Guide***

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated November 2, 2016, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of state awards is presented for purposes of

additional analysis as required by the *State Compliance Audit Guide* and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state awards is fairly stated in all material respects in relation to the financial statements as a whole.

*Keddington & Christensen, LLC*

November 2, 2016

**CITY OF BOUNTIFUL  
SCHEDULE OF FINDINGS AND RECOMMENDATIONS  
For The Fiscal Year Ended June 30, 2016**

**STATE COMPLIANCE**

**Members of the Governing Board were Provided with Annual Training**

**Finding:**

During our compliance testing with the applicable general state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, we reviewed the minutes and inquired of officials as to when the governing board had annual training. The City arranged for the council to attend the ULCT Conference in April 2016. Two members of the council did not attend this conference and did not receive the training.

**Recommendation:**

We recommend the City ensure that all Council Members attend annual training.

**City Response:**

The City will ensure all members of the City Council are provided with annual training on the requirements of the open and public meetings act.

**Deposit and Investment Report Form Filed with Money Management Council**

**Finding:**

During our compliance testing with the applicable general state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, we reviewed the Deposit and Investment Report Form. We determined that the report was missing two account balances and had one incorrect balance reported. The report was corrected when the City was notified of this.

**Recommendation:**

We recommend the City ensure that all accounts held by the City are recorded on the Deposit and Investment Report Form and balances are correctly reported to the Money Management Council.

**City Response:**

The City will immediately add the two missing account balances to the report and ensure through secondary review, before the report is submitted to the State, that all balances reflect the current deposits and investments of the City.

**CITY OF BOUNTIFUL**  
**SCHEDULE OF STATE EXPENDITURES OF STATE AWARDS**  
**For The Fiscal Year Ended June 30, 2016**

<u>Grant Name</u>	<u>Award/Contract # (if applicable)</u>	<u>Year of Last Audit</u>	<u>Expenditures</u>
<b><u>UTAH DEPARTMENT OF TRANSPORTATION</u></b>			
Class B&C Road Funds		FY2016	\$ 1,305,921
<b>Subtotal - Utah Department of Transportation</b>			<b>\$ 1,305,921</b>
<b><u>UTAH STATE TAX COMMISSION</u></b>			
Alcohol Control Funds / Monica Taylor 801.538.1856			\$ 36,986
<b>Subtotal - Utah State Tax Commission</b>			<b>\$ 36,986</b>
<b><u>UTAH DEPARTMENT OF PUBLIC SAFETY</u></b>			
Utah Highway Safety Office (UHSO) - alcohol overtime shift reimb.			\$ 13,204
Alcohol Drug Training & Education Committee (ADTEC) Grant	HB #55		10,000
Easy Grant			984
<b>Subtotal - Utah Department of Public Safety</b>			<b>\$ 24,188</b>
<b>TOTAL GRANT, CONTRACT, AND LOAN FUND EXPENDITURES</b>			<b>\$ 1,367,095</b>

1 **Minutes of the**  
2 **Parks, Recreation and Fine Arts Committee**

3 Bountiful City Hall – Planning Conference Room  
4 October 25, 2016 (5:30 p.m.)  
5

6 Present:

7 Committee Members: John Pitt, John Marc Knight, Randy C. Lewis  
8 City Manager: Gary Hill  
9 Assistant City Manager: Galen Rasmussen  
10 Parks Director: Brock Hill  
11

12 Official Notice of this meeting had been given by posting a written notice of same and an agenda at  
13 the City Hall and providing copies to the following newspapers of general circulation: Davis County  
14 Clipper, Standard Examiner, and on the Utah Public Notice Website.  
15

16 Committee chair John Pitt called the meeting to order at 5:30 p.m., and welcomed those in  
17 attendance.

18 **OVERVIEW OF RAP TAX PROGRAM**

19 Gary Hill provided an overview of the RAP Tax program and noted that the purpose of tonight's  
20 meeting was to review requests for RAP Tax grant funding from a second round of grant applications.  
21 This second round application period was opened by the City to allow entities that may have missed  
22 the first application period to apply for RAP Tax grant funding.

23 **CONSIDER RAP TAX GRANT APPLICATIONS**

24 A staff review committee composed of Gary Hill, Galen Rasmussen and Brock Hill reviewed the second  
25 round applications submitted using program guidelines to gauge grant funding eligibility. The second  
26 round application period closed on October 20, 2016 at 5:00 p.m. and staff reviewed applications with  
27 recommendations as follows:

28 Bountiful Historical Preservation Foundation - Application was made by the Bountiful Historical  
29 Preservation Foundation for relocation of the Historic Cabin from the City Hall complex to the new  
30 History Museum location on Main Street. Committee member John Marc Knight noted that the  
31 Historical Foundation recently received a check for \$50,000 from the City in support of the Foundation  
32 which covered two fiscal years of approved funding. Gary Hill noted on the specific matter of the  
33 application for RAP Tax funds that the Historical Foundation's request met program guidelines from a  
34 staff review perspective.

35 Committee member Knight made a motion to deny the RAP Tax grant application from the Bountiful  
36 Historical Preservation Foundation based on the amount of funds they have received recently from

1 the City’s annual support and encourage the Historical Foundation to apply for RAP Tax grant funding  
2 again next season. Committee member Randy Lewis seconded the motion. Voting was unanimous  
3 with Committee members Pitt, Knight and Lewis voting “aye”.

4 CenterPoint Legacy Theatre – Application was made by the CenterPoint Legacy Theatre for 10% of the  
5 City’s annual RAP Tax funding on the basis of covering operating expenses related to facility  
6 maintenance of the Theatre. Gary Hill noted that the amount of funding requested exceeds  
7 authorized grant funds available (11% of budgeted RAP Tax funds each year) and the intended  
8 purpose for the grant funds as noted by CenterPoint Legacy Theatre is not deemed eligible under  
9 grant program guidelines set by the Council. Mr. Jansen Davis, Executive Director of the CenterPoint  
10 Legacy Theatre, was present at the meeting and was asked to comment on the application made for  
11 RAP Tax grant funds.

12 Mr. Davis indicated that the Theatre is a community resource with a need for partnership to maintain  
13 it for community benefit. Past RAP Tax funding was strictly for construction of the Theatre so funds  
14 are now needed from the City to operate and maintain the facility ongoing. Mr. Davis was asked how  
15 the Theatre has been covering operating costs. Mr. Davis stated that funds from donations and other  
16 revenues of the Theatre are currently being used but revenue from further community partner  
17 support is needed. When asked if other Davis County cities had been approached for funding, Mr.  
18 Davis indicated that preliminary discussions had been held with Centerville City but no commitments  
19 had been given at this point.

20 Committee member Knight reiterated the explanation given earlier by Gary Hill that the City Council  
21 of Bountiful had set RAP Tax Program Guidelines. These guidelines do not allow for operational  
22 funding of the nature applied for by the Theatre and not in the amount applied for. Committee chair  
23 Pitt also noted that he was not inclined to recommend a change in the Council intents for the grant  
24 program. Committee member Lewis agreed with the statements made by other committee members  
25 and restated support for the Theatre’s mission and how it serves the community.

26 Committee member Knight made a motion to deny the grant application from the CenterPoint Legacy  
27 Theatre based on the comments from staff and recommended that the Theatre restructure their  
28 application and submit again next season. Committee member Lewis seconded the motion. Voting  
29 was unanimous with Committee members Pitt, Knight and Lewis voting “aye”.

30 **OTHER BUSINESS**

31 The meeting adjourned at 5:42 p.m. on a motion made by Committee member Knight and seconded  
32 by Committee member Lewis. Voting was unanimous with Committee members Lewis, Knight, and  
33 Pitt voting “aye”.

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**Minutes of the  
BOUNTIFUL CITY COUNCIL**

October 25, 2016 – 7:00 p.m.

13 Present: Mayor Randy Lewis  
14 Councilmembers Kendalyn Harris, Richard Higginson, Beth Holbrook,  
15 John Marc Knight, John Pitt  
16 City Manager Gary Hill  
17 City Attorney Clinton Drake  
18 City Engineer Paul Rowland  
19 City Planner Chad Wilkinson

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Department Directors/Staff:

Asst. City Manager Galen Rasmussen  
Police Chief Tom Ross  
Finance Director Tyson Beck  
Parks Director Brock Hill  
Planning Director Chad Wilkinson  
IT Director Alan West  
Recording Secretary Nikki Dandurand

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

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

**Regular Meeting – 6:58 p.m.**  
**City Council Chambers**

Mayor Lewis called the meeting to order at 6:58 p.m. and welcomed those in attendance. Dr. Chris Simonsen led the Pledge of Allegiance; Doug Ferrell, Bountiful Stonecreek Stake, gave a prayer.

**APPROVE MINUTES OF PREVIOUS MEETINGS – OCTOBER 11, 2016**

Mayor Lewis presented the minutes as printed. Councilwoman Holbrook moved to approve them as presented, and Councilman Higginson seconded the motion. Councilman Knight abstained his vote as he was not present at that meeting. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.

**COUNCIL REPORTS**

Councilwoman Holbrook announced the Bar J Wranglers will be performing at Viewmont High School in December. Councilman Knight reported on the progress at Creekside Park and what an incredible park it will be. It should be open late spring/early summer. Councilman Higginson

1 reported that the museum is still under construction and will be open soon.

2  
3 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID OCTOBER 3 & 10,**  
4 **2016 / SEPT 2016 FINANCIAL REPORT**

5 Mayor Lewis presented the expenditures and the September financial report and asked for a  
6 motion to approve. Councilman Knight moved to approve the weekly expenditures and Councilman  
7 Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,  
8 Holbrook, Knight and Pitt voting “aye”.

9  
10 **CONSIDER APPROVAL OF THE PURCHASE OF TWO FORD EXPLORERS AND ONE**  
11 **FORD MUSTANG FROM PERFORMANCE AUTOMOTIVE GROUP FOR THE TOTAL**  
12 **AMOUNT OF \$82,438 – CHIEF TOM ROSS**

13 Chief Ross stated the vehicles to be purchased are two Ford Explorers which will be assigned  
14 to the patrol division and one Ford Mustang which will be assigned to Viewmont High School. All  
15 three vehicles will be purchased from Performance Automotive Group utilizing state bid contract  
16 pricing. Councilman Knight moved to approve the purchase of the vehicles and Councilwoman  
17 Harris seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,  
18 Holbrook, Knight and Pitt voting “aye”.

19  
20 **CONSIDER ITEMS RELATED TO A POWER SALES CONTRACT FOR THE**  
21 **INTERMOUNTAIN POWER PROJECT- MR. ALLEN JOHNSON**

- 22 a. **Authorize Mayor Lewis to sign the Acceptance Letter of the new Purchaser Generation**  
23 **Entitlement Share**  
24 b. **Adopt Resolution 2016-17 Approving and Authorizing the Execution and Delivery of the**  
25 **Renewal Offer Documents**  
26 c. **Adopt Resolution 2016-18 Approving and Authorizing the Execution and Delivery of an**  
27 **Agreement for the Sale of Renewal Excess Power**  
28

29 Mr. Johnson stated that on October 23, 2012, the City Council previously approved two of the  
30 necessary agreements - the Second Amendatory Power Sales Contract and the Fourth Amendment to  
31 the IPA Organization Agreement. As of March 16, 2016, all of the 35 purchasers had approved and  
32 signed the necessary Amendatory Contracts and they are now in effect. There are three more  
33 contracts that need to be approved by the Council and signed and returned to IPA before May 25,  
34 2016. The first contract is the Acceptance Letter, which needs to be signed by all purchasers who  
35 wish to remain in the project after the termination of the existing Power Sales Contract in 2027. The  
36 second is the Renewal Power Sales Contract and the third is the Excess Power Agreement which  
37 would give Staff and the Power Commission authority to approve up to 30 MWs of power from the  
38 project as in the current contract. Councilman Higginson asked if this plant is the largest single  
39 resource we utilize for power. Mr. Johnson responded that the Colorado River Storage Project is the  
40 largest single resource used and brings in nearly 40% of our power currently.

41 Councilwoman Holbrook moved to authorize the Mayor to sign the letter, approve Resolution  
42 2016-17 and Resolution 2016-18, and Councilman Higginson seconded the motion. Voting was  
43 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

44  
45 **CONSIDER PRELIMINARY SUBDIVISION APPROVAL FOR THE EAST ORCHARD**  
46 **SUBDIVISION LOCATED AT 2340 SOUTH 200 WEST – MR. PAUL ROWLAND**



1 Mr. Rowland stated that Mr. Gary Wright is requesting preliminary approval for a seven lot  
2 subdivision proposed for the 2.3 acres currently occupied by two homes, several barns/sheds and  
3 some horse arena ground, located at 2340 South 200 West, across the street from the Bountiful City  
4 Cemetery. The area is zoned R-4 and the request is for a subdivision which is consistent with the  
5 existing zoning requirements. All utilities are available on 200 West to be extended into this new  
6 cul-de-sac. The storm water runoff from this area drains onto 200 West and runs north into the 200  
7 West storm drain system at 2200 South. This system is currently at capacity so onsite detention is  
8 required. The developer is proposing to provide onsite detention in underground detention chambers  
9 located between lot 6 and lot 7. A maintenance agreement with the property owner is required for the  
10 long term maintenance of the detention chambers. The Planning Commission passes along the  
11 recommendation for preliminary approval with the conditions listed below:

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

16  
17 Councilman Higginson made a motion to approve the preliminary site plans, Councilwoman  
18 Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,  
19 Holbrook, Knight and Pitt voting “aye”.

20  
21 **CONSIDER APPROVAL OF RELEASE OF A STORM DRAIN EASEMENT ON LOT 1 IN**  
22 **THE RUTH ESTATES SUBDIVISION AND AUTHORIZING THE MAYOR TO SIGN THE**  
23 **RELEASE DOCUMENT – MR. PAUL ROWLAND**

24 Mr. Rowland stated that when the Ruth Estates Subdivision was originally approved, the  
25 storm water detention basin on Lot 1 was proposed to wrap around the house on the north and west  
26 side yards. Brighton Homes is requesting a change in the location of the basin to better match the  
27 grading of the lot. The new basin will have the same detention capacity, the only difference is that it  
28 will be located along the north side of the yard rather than wrapping around the home. Councilman  
29 Higginson made a motion to approve the release and Councilman Pitt seconded the motion. Voting  
30 was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”.

31  
32 **PROVIDE DIRECTION ON CONSTRUCTION OF A DOWNTOWN PLAZA WITH OR**  
33 **WITHOUT A CITY HALL – MR. GARY HILL**

34 Mr. Gary Hill stated that approximately two years ago, the City began addressing several  
35 separate issues at the same time:

- 36 - Main Street needs investment and activity to encourage further private  
37 development.
  - 38 -There is a growing need for downtown improvements for events and activities,  
39 including the car show, farmers market, Tour of Utah, concerts, restrooms, etc.
  - 40 - Stoker School. The structural condition of the 100-year old building was unknown.  
41 Major costs for repairs and maintenance were looming.
  - 42 - City Hall needs significant renovation (\$4-\$6.5 million). Maintenance costs are  
43 escalating.
  - 44 -Bountiful’s 30-year RDA was expiring, which was a major revenue source for  
45 redevelopment projects.
- 46

1 With these issues in mind, the City came up with an idea to address the items together:  
2 renovate Stoker School as a City Hall and develop the soccer field and area around Stoker into a  
3 plaza. The concept also included developing the area around the current city hall as a mixed-use,  
4 transit oriented development. This whole concept would all be presented to the other taxing entities  
5 as the basis for renewal of the RDA. The City Council authorized a structural study to determine if  
6 Stoker could be renovated. The results were not favorable. Despite this disappointment, the Council  
7 still saw the merits of relocating city hall and the other benefits of the concept. The Davis County  
8 School District, Davis County and other taxing entities recognized the merits of the proposal and of  
9 maintaining a vibrant downtown. They unanimously approved a 20-year extension for the RDA.  
10 Funding for the plaza will come from the RDA and construction of City Hall is included in the City's  
11 Capital Improvement Plan. The plaza is estimated to cost \$3 million and the budget for City Hall is  
12 \$13 million. No tax increase or bonding is necessary. In March 2016, the City announced its plans to  
13 the public. An open house to inform residents and get feedback was held on March 23<sup>rd</sup>. In July, the  
14 City Council hired an architect and design team to start the design of the plaza and City Hall and to  
15 formally kick-off the public input process. A mailer was sent to all residents in the City and open  
16 houses were scheduled for August 18<sup>th</sup> and October 6<sup>th</sup>. In the meantime, some residents voiced  
17 concern about the project and asked to present their opposition to building a city hall in particular at  
18 the Council meeting on September 18<sup>th</sup>. Following the September 18<sup>th</sup> meeting, the Council  
19 postponed the selection of a construction manager/ general contractor until the Council Meeting,  
20 today, October 25<sup>th</sup>.

21 Resident Margaret Nelson tried to address the Council and Mayor, but was informed this was  
22 not a public hearing.

23 Mayor Lewis made a few comments to the audience and staff. He commented on the  
24 communication efforts and appreciated the staff working so many hours on this project. Many hard  
25 decisions have been made recently by the Council in regards to the City's future. However, he is  
26 100% in favor of the downtown plaza and city hall.

27 Councilman Knight was also very pleased with the staff pulling this project together, the RDA  
28 funds to help with the fiscal portion and appreciated all the Councilmembers and their concerns.

29 Councilman Higginson appreciated the concern and participation of the people and said the  
30 many delays were needed to consider all options for this plan. Only this afternoon, did he make his  
31 final decision and his vote will be reflective of that careful decision.

32 Councilman Pitt expressed his appreciation to the residents and to the staff for their extra  
33 time, and the professionals who have already invested many hours into this project. He was grateful  
34 for the extra weeks to consider the public input and the decisions the Council has already made.  
35 When he was first elected, he ran for some specific issues, including economic development. Today,  
36 the time has come to decide to be a protector or an envisioner. As he walked thru Creekside Park  
37 today, he was reminded of what happens when you pursue a vision. His vision has always been  
38 economic development. Some people see city hall as a personal Taj Mahal to the City, but that is  
39 100% wrong. Right now we have the opportunity to leverage moving city hall for \$21 million in  
40 RDA monies. The vision of the new city hall is very different than the current one and he appreciates  
41 all the patience.

42 Councilwoman Harris stated that as one of the newer members on the Council, she remembers  
43 watching a City Council session about purchasing golf carts and thinking it didn't make sense to buy  
44 new ones. Now that she is on the Council side of discussions, she has a different view. The last City  
45 Council meeting was very helpful; she listened to all the residents' remarks and is more informed.

1 There have been many reasonable people with very different opinions, lots of favorable suggestions  
2 for the plaza and the staff and employees have been incredible during this process.

3 Councilwoman Holbrook made a motion to proceed with the downtown plaza and city hall by  
4 selecting Hogan Construction as Construction Manager/General Contractor. Councilman Higginson  
5 asked if Councilwoman Holbrook would agree to the following additions to the motion (made by him  
6 and Councilman Pitt):

- 7 • The new city hall should not be just a duplicate of the existing building but a civic center.
- 8 • The new city hall should be a gathering place that does not compete with existing downtown  
9 businesses, but expands and compliments them.
- 10 • The new city hall should include expandable meeting space for large City gatherings such as  
11 City Council and other civic meetings.
- 12 • It remains a Bountiful City Council priority to protect the residential nature of the  
13 neighborhoods around Main Street and the plaza will be designed to minimize negative  
14 impacts on these neighborhoods both during construction and after the plaza is in use.
- 15 • Farmer’s markets and festivals should be brought off the street and parking should be brought  
16 on site as much as possible.
- 17 • The sycamore trees at the north end of the property will be preserved.
- 18 • Bountiful City will work actively and diligently with the University of Utah to identify  
19 appropriate site alternatives for needed classroom space and for the preservation of the  
20 ceramics program currently located at the Stoker School.
- 21 • Bountiful City will ensure that all legal requirements are fulfilled and necessary steps taken to  
22 proceed with the removal of the Stoker School Building and will engage the Bountiful  
23 Historical Society in preserving artifacts from the building and distributing the mementos  
24 from the structure in a fair and open manner.
- 25 • Bountiful City will solicit public input in multiple, well-publicized meetings to hear what  
26 features and amenities residents would like to see on the public plaza. These meetings will be  
27 time sensitive to both resident participation and the project’s need to move forward.

28 Councilwoman Holbrook agreed to amends her motion. This motion was seconded by  
29 Councilman Higginson. The Council took a roll call vote, with a unanimous vote by Councilpersons  
30 Harris, Higginson, Holbrook, Knight and Pitt voting “aye”. Councilwoman Harris made an  
31 additional comment that she wished each item could be a separate vote as she supports the plaza but  
32 not a city hall building.

33  
34 **CONSIDER APPROVAL OF A CONSTRUCTION MANAGER/GENERAL CONTRACTOR**  
35 **(CM/GC) FOR BOUNTIFUL DOWNTOWN PLAZA & CITY HALL – MR. GARY HILL**

36 Mr. Hill stated this was included in the vote for the previous agenda item (#9).  
37

38 Mr. Clint Drake stated that the issue with Councilwoman Holbrook and a conflict of interest  
39 has no bearing on this vote. The distance from the current City Hall vs. the new location to her  
40 business, may actually be closer to the current City Hall.

41  
42 Mayor Lewis asked for a motion to adjourn the regular session of City Council. Councilman  
43 Higginson made a motion to adjourn the meeting, and Councilwoman Holbrook seconded the motion.

1 Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”. The regular session of the  
2 City Council was adjourned at 8:10 p.m.

3  
4  
5  
6

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*Mayor Randy Lewis*

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*City Recorder*

# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000.00 paid  
October 17, 24 & 31 and November 7, 2016

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** November 15, 2016



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## **Background**

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

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

## **Analysis**

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

## **Department Review**

This report was prepared and reviewed by the Finance Department.

## **Significant Impacts**

None

## **Recommendation**

Council should review the attached expenditures.

## **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid October 17, 24 & 31 and November 7, 2016.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid October 17, 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>
1035	ADS, LLC	Light & Power	53.5300.448627. Echo Hyrdo	1,008.00	192736	53266.01-0916	180V Power Supply
1043	ADVANCED TRAFFIC PRO	Streets	10.4410.441300. Street Signs	3,144.45	192737	16366	2 Channel Detector
1102	ALPHA POWER SYSTEMS	Light & Power	53.5300.474505. M&E Plant	2,689.96	192740	113386IN	Ground Grid
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	4,304.24	192743	79I99216	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	4,463.30	192743	78T62916	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	4,931.36	192743	77T64216	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	4,931.36	192743	79I99316	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	5,062.01	192743	78T63016	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	5,140.40	192743	77T64116	Tree Trimming
1317	BEHLMAN ELECTRONICS	Light & Power	53.5300.448628. Pineview Hydro	5,750.00	192746	12162	Inverter
1378	BLAISDELL & CHURCH	Legal	10.4120.431100. Legal And Auditing Fees	2,568.00	192750	12954	Legal Fees Shaw vs. Brnftl City
1447	BP ENERGY COMPANY	Light & Power	53.5300.448611. Natural Gas	100,129.67	192757	1413739	Natural Gas
1720	CODALE ELECTRIC SUPPLY	Light & Power	53.5300.474505. M&E Plant	1,668.48	192777	S5795493.001	Panel board
1836	CUSTOM FENCE CO.	Cemetery	59.5900.473100. Improv Other Than Bldgs	16,105.00	192783	K5065	Vinyl Fence from Capital
4903	DAVIS SCHOOL DISTRICT	Legislative	10.4110.492080. Contr-Bntfl Comm Serv Council	980.00	192784	R17-202	Rental of Viewmont for Bar J Wrangler Concert
8222	DILLREE, CADE	Liability Insurance	63.6300.451150. Liability Claims/Deductible	4,129.48	192788	10122016CD	Settlement Claim
2309	GNB INDUSTRIAL POWER	Light & Power	53.5300.448628. Pineview Hydro	7,573.50	192802	21251478	Pineview Batteries
2564	I-D ELECTRIC INC	Water	51.5100.472130. Wells	2,620.69	192816	98914	Electrical Work
2649	IPSA-INTERMOUNTAIN	Light & Power	53.5300.423000. Travel & Training	1,000.00	192824	1680	Hotline School Registration
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200. Road Matl Patch/ Class C	1,093.17	192831	1094	Patching
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300. Street Opening Expense	2,206.98	192833	341236	Road Base
6330	MGB+A INC	Parks	45.4510.473100. Improv Other Than Bldgs	4,149.00	192846	2016-198	Sept. 2016 Payment for Millcreek Park
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448650. Meters	1,120.85	192850	S101976741.002	Parts for Metering
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400. Dist Systm Repair & Maint	2,044.93	192850	S101967892.001	Parts for Inventory
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400. Dist Systm Repair & Maint	4,563.27	192850	S101976741.001	Parts for Inventory
8180	PERCO ROCK COMPANY	Storm Water	49.4900.473106. New Storm Drains > 400'	33,154.00	192864	10122016	Final Payment Including Release of Retention
8223	PIPELINE INSPECTION	Storm Water	49.4900.473106. New Storm Drains > 400'	99,088.00	192869	13736	16-1392- Strom Drain Lining
5281	QUESTAR GAS COMPANY	Police	10.4210.427000. Utilities	3,009.40	192872	10042016D	Acct# 3401140000
5281	QUESTAR GAS COMPANY	Light & Power	53.5300.448611. Natural Gas	15,664.81	192872	10062016	Natural Gas/ Acct# 6056810000
3731	RMT EQUIPMENT	Parks	10.4510.425000. Equip Supplies & Maint	1,235.41	192875	T46047	Joint Ball/Tie Rod/Throttle/Clutch/Bearings
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.474505. M&E Plant	5,200.00	192887	13510001943	Control System
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.474505. M&E Plant	337,901.35	192887	13510001944	Control System Upgrade
4026	STAKER & PARSONS	Streets	10.4410.441200. Road Matl Patch/ Class C	1,096.98	192888	4173237	Patching
4026	STAKER & PARSONS	Streets	10.4410.441200. Road Matl Patch/ Class C	4,937.58	192888	4176293	Patching
4027	STANDARD & POOR'S	Light & Power	53.5300.484000. Paying Agents Fees	2,000.00	192889	11315115	2010 Bond Analytical Services
4450	VERIZON WIRELESS	Light & Power	53.5300.448641. Communication Equipment	2,607.56	192899	9772857725	Acct# 371517689-00001
4574	WHEELER MACHINERY CO	Water	51.5100.448000. Operating Supplies	1,618.00	192909	MS0000008384	Green Concrete & Asphalt
<b>TOTAL:</b>				<u>\$ 700,891.19</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid October 24, 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>
1744	COMMERCIAL LIGHTING	Golf Course	55.5500.426100.	Special Projects	1,091.10	192931	934643-01	LED Bulbs
1887	DAVIS COUNTY GOVERNMENT	Police	10.4210.431600.	Animal Control Services	6,671.77	192935	78630	Sept 2016 Animal Control Service
2369	GRUBER POWER SERVICE	Enhanced 911	10.4219.428000.	Telephone Expense	2,525.00	192953	184220	Maintenance
2473	HI-LINE	Light & Power	53.5300.445201.	Safety Equipment	2,073.05	192955	10024219	Sleeves Tested
2517	HOME DEPOT CREDIT	Government Buildings	10.4160.426000.	Bldg & Grnd Suppl & Maint	1,156.83	192958	02224357	Pipes/ Pliers/ Screwdriver/Wrench
7427	HOWELL, TAMARA	Legal	99.1111	Liability/deductable	31,000.00	192585	10062016	Agreement
2564	I-D ELECTRIC INC	Water	51.5100.472130.	Wells	3,373.87	192960	98954	Wiring
2639	INTERSTATE BATTERY	Golf Course	55.5500.425100.	Special Equip Maintenance	1,259.40	192962	30108521	Battery
2875	L.N. CURTIS & SONS	Police	10.4210.423000.	Travel & Training	1,050.00	192964	INV59255	Mountain States Swat Training
4844	LEGACY EQUIPMENT	Streets	10.4410.425000.	Equip Supplies & Maint	2,723.09	192966	76636	40 I/O Controller
2983	M & M ASPHALT SERVICE	Streets	10.4410.473200.	Road Materials - Overlay	89,271.22	192969	I16551_01	Asphalt/ Slurry Seal/ & Transport Fees
2983	M & M ASPHALT SERVICE	Streets	45.4410.473300.	Roads-Class"C"& Transporation	100,000.00	192969	I16551_01	Asphalt/ Slurry Seal/ & Transport Fees
7644	METRON-FARNIER, LLC	Water	51.5100.448650.	Meters	4,273.62	192971	23249	2" Meters
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,136.14	192976	S101983276.001	Sys Materials
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,253.25	192976	S101986076.001	Couplings
3271	NETWIZE	Executive	45.4130.474500.	Machinery & Equipment	3,694.29	192981	29202	Dell I/O Modules and SFP's Cables/ Host Upgrade
3293	NICKERSON CO INC	Water	51.5100.466000.	Contingency	9,132.00	192982	011326	Turkey Shoot
3549	PREMIER VEHICLE INST	Police	10.4210.425430.	Service & Parts	2,409.00	192994	22176	Install Police Radio & Radar with Bluetooth
5553	PURCELL TIRE AND SERV	Streets	10.4410.425000.	Equip Supplies & Maint	1,166.46	192996	2844368	Tire Service
5553	PURCELL TIRE AND SERV	Streets	10.4410.425000.	Equip Supplies & Maint	4,276.70	192996	2841414	Tire Service
3731	RMT EQUIPMENT	Cemetery	59.5900.425000.	Equip Supplies & Maint	2,406.32	192999	562665	Parts
3875	SEMI SERVICE INC	Cemetery	59.5900.474500.	Machinery & Equipment	4,520.38	193008	W 108795	Semi Services
3968	SNOW, CHRISTENSEN	Legal	10.4120.431100.	Legal And Auditing Fees	2,938.10	193011	414749	Legal Services- East Property
3974	SONNTAG RECREATION	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,031.60	193012	16260	Landscape Structures
5123	STORAGE BATTERY SYSTEM	Light & Power	53.5300.474505.	M&E Plant	13,034.20	193017	576423	Taurus Battery System Upgrade
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	1,134.73	193020	1399920	Florde
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	1,361.75	193020	1399918	Florde
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	1,361.75	193020	1399922	Florde
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	16,533.18	193022	0249324	Fuel Purchase
5000	U.S. BANK CORPORATE	Legislative	10.4110.461750.	Employee Wellness & Recognition	1,123.85	193024	10102016SC	Employee Recognition Lunch/ Travel&Training/Phone
5000	U.S. BANK CORPORATE	Water	51.5100.448000.	Operating Supplies	1,386.59	193024	10102016MS	Work Clothing/ Travel & Training Expense
5000	U.S. BANK CORPORATE	Parks	10.4510.424000.	Office Supplies	1,937.80	193024	10102016BH	Dept. Laptop/Employee Lunch/Office Supplies
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621.	Power Purch IPP	1,291.48	193027	10242016	Oct. 2016 Payment for Power Resources
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448628.	Pineview Hydro	3,857.38	193027	10242016	Oct. 2016 Payment for Power Resources
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622.	Power Purch San Juan	150,042.34	193027	10242016	Oct. 2016 Payment for Power Resources
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620.	Power Purch CRSP	231,408.48	193027	10242016	Oct. 2016 Payment for Power Resources
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool, etc)	563,619.54	193027	10242016	Oct. 2016 Payment for Power Resources
5617	UTAH TILE & ROOFING	Streets	45.4410.472100.	Buildings	80,029.00	193029	3794-01	Street Dept. Building Roof Replacement
5025	VALBRIDGE PROPERTY	Redevelopment Agency	73.7300.426100.	Special Projects	2,350.00	193030	16090089	Narrative Appraisal Report
<b>TOTAL:</b>					<u>\$ 1,350,905.26</u>			

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

**Paid October 31, 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>
2830	KIMBALL EQUIPMENT COMP	Streets	10.4410.425000.	Equip Supplies & Maint	\$ 1,099.59	193114	PSO011241-1	Stinger Belt for 2357
3193	MOUNTAIN STATES INDUST.	Light & Power	53.5300.448632.	Distribution	1,125.00	193125	24918	Crane Rental
1936	DESSCO	Streets	10.4410.425000.	Equip Supplies & Maint	1,318.66	193079	0180777	Short Black for Parks
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	1,338.56	193164	903229458	Golf Balls
1510	BUSHNELL OUTDOOR PROD	Golf Course	55.5500.448240.	Items Purchased - Resale	1,484.20	193057	414318	GOLF Tour v4 Patriot Pk/PinSeeker Jolt Laser Ran
5553	PURCELL TIRE AND SERV	Streets	10.4410.425000.	Equip Supplies & Maint	1,664.06	193147	2844612	Tire Service
3773	ROSS EQUIPMENT CO INC	Streets	10.4410.425000.	Equip Supplies & Maint	1,930.97	193152	110022	Heater Core
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,971.79	193126	S101990474.001	System Materials
4996	KEDDINGTON & CHRISTENSEN	Finance	10.4140.431100.	Legal And Auditing Fees	2,413.81	193113	2518	Third Interim Billing for Audit Services
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	2,576.32	193118	341740	Gravel
6485	H2O ENVIRONMENTAL INC	Light & Power	53.5300.448638.	PCB Disposal	2,612.50	193094	008403923	PCB Oil Disposal
3195	MOUNTAINLAND SUPPLY	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	2,750.00	193126	S101911868.001	New Satelite Controller
4229	TOM RANDALL DIST. CO	Golf Course	55.5500.425000.	Equip Supplies & Maint	2,769.72	193165	0249481	Fuel
2059	ELECTRO POWER UTAH	Water	51.5100.472130.	Wells	2,786.16	193083	4953	Service Systems
8250	CODE FABRICATION, INC	Light & Power	53.5300.474505.	M&E Plant	2,923.00	193072	0961	Reroute existing turbine
1428	BOUNTFUL IRRIGATION	Water	51.5100.431000.	Profess & Tech Services	3,500.00	193053	10312016	Server Fee for Nov & Dec & All of 2017
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,578.45	193064	10222016	Service for Acct# 801-578-0401 452B
3773	ROSS EQUIPMENT CO INC	Streets	10.4410.425000.	Equip Supplies & Maint	3,596.46	193152	00109907	SDMF Fleet Parts
1140	AMERICAN WATER WORKS	Water	51.5100.421000.	Books Subscr & Mmbrshp	3,688.00	193043	11012016	Annual Fees 1/1/2017-12/31/2017
4281	TWIN D INC.	Water	51.5100.431000.	Profess & Tech Services	3,750.00	193166	14562	Cleaning
4996	KEDDINGTON & CHRISTENSEN	Light & Power	53.5300.431100.	Legal And Auditing Fees	3,880.77	193113	2518	Third Interim Billing for Audit Services
4281	TWIN D INC.	Water	51.5100.431000.	Profess & Tech Services	4,600.00	193166	14833	Clear Land Drain
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,931.36	193046	80B32016	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,969.12	193046	80B32116	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,969.12	193046	80Q01116	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	193046	80Q01216	Tree Trimming
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist Systm Repair & Maint	5,983.17	193085	1002333	System Materials
5351	DEERE CREDIT, INC.	Cemetery	59.5900.425000.	Equip Supplies & Maint	7,632.18	193078	1757679	Lease Payment
4536	WEBER-BOX ELDER	Light & Power	53.5300.448628.	Pineview Hydro	9,532.01	193178	10312016	3rd Quarter generation for Pine View Hydroelectric
4535	WEBER RIVER WATER	Light & Power	53.5300.448627.	Echo Hyrdo	50,000.00	193177	12-1813	One Half of the Maintenance Building Expansion
5453	PLAYSPACE DESIGNS INC	Parks	45.4510.473100.	Improv Other Than Bldgs	73,900.00	193142	11719	Creekside Park Play Equipment
3974	SONNTAG RECREATION	Parks	45.4510.473100.	Improv Other Than Bldgs	177,064.50	193158	16191	Landscaping for Creekside
<b>TOTAL:</b>					<b>\$ 401,479.88</b>			



**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid November 7, 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>
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	\$ 1,009.85	193252	4193749	Patching
1211	ASPHALT MATERIALS INC	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,053.55	193187	71962	Patching
2386	HABITAT PRESERVES, INC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,250.00	193217	2377	Tree Removal
3791	RUSH TRUCK CENTER	Streets	10.4410.425000.	Equip Supplies & Maint	1,275.01	193246	3004303342	Tank Fuel
1821	CRSA, INC.	Redevelopment Agency	73.7300.426100.	Special Projects	1,363.66	193203	16-006-7	Construction Bountiful Museum
7666	AMERICAN CHILLER MECH	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,399.36	193185	7636	Hot Water Valve Actuator gone bad
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	193270	9774135875	Acct# 771440923-00001
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	193224	SLC11160191	Nov Monthly Contract
3103	METRO GRAPHICS, LLC	Legislative	10.4110.422000.	Public Notices	1,800.00	193233	3600	Nov Quarterly Newsletter
2719	JMR CONSTRUCTION INC	Cemetery	59.5900.473100.	Improv Other Than Bldgs	1,856.34	193226	11072016	October 2016 Payment
4273	TURF EQUIPMENT CO	Golf Course	55.5500.425000.	Equip Supplies & Maint	2,049.70	193262	406389-00	Bedknife Fairway/ Screw Bedknife/ Blade Reel
3323	BLUE TARP FINANCIAL	Streets	10.4410.425000.	Equip Supplies & Maint	2,444.12	193192	36246347	Transfer Tank for unit 2609
2719	JMR CONSTRUCTION INC	Water	51.5100.461300.	Street Opening Expense	2,717.55	193226	11072016	October 2016 Payment
1922	DELL BUSINESS CREDIT	Police	10.4210.425500.	Terminal Maint & Queries	3,179.08	193204	10012016	Acct# 6879 4502 1200 2570 247
2350	GREEN SOURCE, L.L.C.	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	3,417.02	193215	12608	Starter
5281	QUESTAR GAS COMPANY	Police	10.4210.427000.	Utilities	3,561.42	193242	11022016A	Acct# 3401140000
1992	DOWN UNDER CONSTRUCT	Light & Power	53.5300.448632.	Distribution	3,600.00	193208	13742	Bore 88' 3" Conduit
2719	JMR CONSTRUCTION INC	Light & Power	53.5300.448632.	Distribution	4,103.00	193226	11072016	October 2016 Payment
5458	HANSEN, ALLEN & LUCE	Landfill	57.5700.431300.	Environmental Monitoring	4,283.18	193219	35889	Professional Fees for Communications, Lab Analysis
2987	M.C. GREEN & SONS INC	Water	51.5100.473110.	Water Mains	4,589.75	193231	3381	Application #1 2016 Bountiful Waterlines
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	5,475.17	193252	4199543	Paving
2719	JMR CONSTRUCTION INC	Storm Water	49.4900.441250.	Storm Drain Maintenance	13,582.01	193226	11072016	October 2016 Payment
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	16,160.80	193261	0249967	Fuel
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	22,734.92	193226	11072016	October 2016 Payment
2987	M.C. GREEN & SONS INC	Water	51.5100.473110.	Water Mains	28,298.44	193231	3383	Application #5 Waterlines for 400 N 500 W
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collectn Service	31,690.23	193182	11012016	Recycling Service for Oct. 2016
8138	ENTELEN DESIGN-BUILD	Redevelopment Agency	73.7300.426100.	Special Projects	174,277.96	193210	11082016	Construction Bond Payment #2
8028	CRACAR CONSTRUCTION	Parks	45.4510.473100.	Improv Other Than Bldgs	<u>306,530.81</u>	193202	11012016	Application #4 for job# 1806
<b>TOTAL:</b>					<u>\$ 646,958.60</u>			



# City Council Staff Report



**Subject:** Administrative Control Board of the Davis Center for Performing Arts Appointment

**Author:** Gary Hill, City Manager and Shawna Andrus, City Recorder

**Date:** 22 November 2016

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## **Background**

Councilman John Marc Knight has represented Bountiful City on the Administrative Control Board of the Davis Center for Performing Arts since February of 2008, having served two four (plus) year terms.

## **Analysis**

Councilman Knight is well qualified and will continue to represent the city well in his role on the Board.

## **Department Review**

The review was completed by the City Manager.

## **Significant Impacts**

None

## **Recommendation**

Mayor Lewis recommends the Council approve Councilman Knight's reappointment to the ACB for a term of four years (until October 2020).

## **Attachments**

None



# 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, UTAH RESOLUTION NO. 2016-19

### A RESOLUTION APPOINTING COUNCILMAN JOHN MARC KNIGHT TO THE ADMINISTRATIVE CONTROL BOARD OF THE DAVIS CENTER FOR PERFORMING ARTS

WHEREAS, Bountiful City may appoint a representative to the Administrative Control Board of the Davis Center for Performing Arts (“ACB”); and

WHEREAS, Bountiful’s Councilman John Marc Knight was originally appointed in February 2008 to the ACB and reappointed in October 2012; and

WHEREAS, Councilman Knight would like to be reappointed for another four-year term that will expire in October 2020; and

WHEREAS, the Mayor desires to appoint Councilman Knight as the Bountiful City representative to the ACB for another four-year term.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bountiful City, Utah, as follows:

**Section 1. Appointment.** The Bountiful City Council hereby appoints Councilman John Marc Knight to serve on the Administrative Control Board of the Davis Center for Performing Arts.

**Section 2. Effective date.** This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 22<sup>ND</sup> DAY OF NOVEMBER, 2016.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Shawna Andrus, City Recorder

# City Council Staff Report



**Subject:** South Davis Sewer District Board of Trustee Appointment

**Author:** Gary Hill, City Manager and Shawna Andrus, City Recorder

**Date:** 22 November 2016

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## **Background**

Bountiful City participates on the boards of several agencies that overlap the City. Appointments to these boards and commissions are made by the Mayor with the advice and consent of the City Council. Mayor Lewis was appointed to serve on the Board in July of this year for the remainder of Arnell Heaps' term, which expires the first Monday of January, 2017.

## **Analysis**

Mayor Lewis has volunteered to continue to represent the City on the Board for a full four-year term which will expire the first Monday of January, 2021.

## **Department Review**

The review was completed by the City Manager.

## **Significant Impacts**

None

## **Recommendation**

The Council should approve a resolution appointing Mayor Randy Lewis to the South Davis Sewer District Board of Trustees.

## **Attachments**

None



# 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, UTAH RESOLUTION NO. 2016-19

### A RESOLUTION APPOINTING MAYOR RANDY LEWIS TO THE SOUTH DAVIS SEWER DISTRICT BOARD OF TRUSTEES

WHEREAS, Bountiful City may appoint a representative to the South Davis Sewer District Board of Trustees (“Board”); and

WHEREAS, Bountiful’s Mayor Randy Lewis was appointed in July, 2016 to fill a vacancy on the Board until it expired the first Monday of January, 2017; and

WHEREAS, Mayor Lewis would like to be reappointed for a full four-year term that will expire the first Monday of January, 2021; and

WHEREAS, the City Council desires to appoint Mayor Lewis as the Bountiful City representative to the Board.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bountiful City, Utah, as follows:

**Section 1. Appointment.** The Bountiful City Council hereby appoints Mayor Randy Lewis to serve on the South Davis Sewer District Board of Trustees

**Section 2. Effective date.** This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 22<sup>ND</sup> DAY OF NOVEMBER, 2016.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Shawna Andrus, City Recorder

# City Council Staff Report

**Subject: Water Department Equipment**  
**Author: Mark Slagowski**  
**Department: Water Department**  
**Date: November 22, 2016**



## **Background**

We included in our 2016-17 budget funds to purchase two ½ ton and one ¾ ton pickup truck to replace the two supervisor's trucks and one field service truck, a ten wheel dump truck, a dump bed, a vactor and a hot tap machine

## **Analysis**

We have received State contract and fleet pricing from Salt Lake Valley Dodge, Ken Garff Ford and Performance Ford.

Salt Lake Valley Dodge	Ken Garff Ford	Performance Ford
½ ton x 2 - \$29,251	\$30,084	\$30,551
¾ ton - <u>\$29,849</u>	<u>\$29,963</u>	<u>\$30,410</u>
\$88,351	\$90,131	\$91,512

Traffic Safety Lights	Intermountain Electric
Premier Vehicle Installation	
½ ton x 2 \$1,933	\$1,995
¾ ton <u>\$2,725</u>	<u>\$2,849</u>
\$6,591	\$6,839

Dump Truck Purchase	Rush Truck Center (International)	Freightliner
Mountain West Truck (Mack)		
\$106,710	\$109,856	\$105,945

Dump bed for any one of these trucks

Semi Service	Williamson	Legacy
\$25,584 (State contract price)	\$46,122	No Response

Vactor Purchase: For cleaning out valve boxes, meter vaults and pressure regulators.

Ditch Witch	Vermeer	E.L. Wach Company
\$44,132 (with accessories)	\$69,355 with accessories	Trav-L- Vac – No Response

Hot Tap Machine: (only two vendors). For making connections to existing water lines without disrupting service.

Western Water Works

\$25,217 with accessories

Ferguson

\$27,642 with accessories

### **Department Review**

I have reviewed the purchase of this equipment with the appropriate staff and with the City Manager.

### **Recommendation**

Staff recommends Council approve:

- The purchase of three Dodge pickup trucks from Salt Lake Valley Dodge for \$88,351 plus \$6,591 for traffic safety lights from Premier Vehicle Installation for a total of \$94,942;
- The purchase of a Mack dump truck from Mountain West Truck (can repair in house) in the amount of \$106,710 and \$25,584 and for the dump bed from Semi Service for a total of \$132,294;
- The purchase of a Ditch Witch Vector from Ditch Witch Of The Rockies in the amount of \$44,132; and
- The purchase of a hot tap machine from Western Water Works in the amount of \$25,217.

### **Significant Impacts**

These are scheduled replacements reflected in our 10 year capital plan.

**Attachments** - None



# City Council Staff Report

**Subject:** Interlocal Agreement Metro Narcotics Strike Force  
**Author:** Chief Tom Ross  
**Department:** Police Department  
**Date:** November 22, 2016



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## **Background**

The following is a request to approve Resolution 2016-21 which is an Interlocal Cooperation Agreement between Bountiful City and the Davis Metro Narcotics Strike Force.

## **Analysis**

Each year our Strike Force is required to submit an Equitable Sharing Agreement and certification form in order to receive Equitable Sharing Funds from the Department of Justice. In past years, our Interlocal Agreement, last signed in 2004, was acceptable. The Department of Justice is now requiring all Equitable Sharing Interlocal Agreements be reviewed and updated annually with new signatures in order to be eligible for the funds. Bountiful City currently assigns a full time officer to the Strike Force.

## **Department Review**

The Police Department, City Manager and City Attorney have reviewed this agreement.

## **Significant Impacts**

No significant impacts

## **Recommendation**

I respectfully request you approve Resolution 2016-21. Thank you for your time and consideration in this matter.

## **Attachments**

Interlocal Cooperation Agreement Davis Narcotics Strike Force

**INTERLOCAL COOPERATION AGREEMENT**  
**DAVIS METRO NARCOTICS STRIKE FORCE**

THIS INTERLOCAL COOPERATION AGREEMENT, is made and entered into by and between DAVIS COUNTY, UTAH, a political subdivision of the State of Utah, Bountiful City, Centerville City, Clearfield City, Clinton City, Farmington City, Fruit Heights City, Kaysville City, Layton City, North Salt Lake City, South Weber City, Sunset City, Syracuse City, West Bountiful City, West Point City, and Woods Cross City.

**WITNESSETH**

WHEREAS, 11-13-1 et seq., Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter joint agreements to provide services, such as law enforcement services, that will maximize public resources and personnel to benefit the general public's welfare; and

WHEREAS, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act; and

WHEREAS, all of the parties hereto have experienced within their jurisdictions a growing problem concerning the production, manufacture, trade, and use of illegal controlled substances, illegal gang-related activities, and major crimes within their jurisdictions, in violation of Federal and State laws; and

WHEREAS, the parties desire to inter into an Interlocal Cooperation Agreement for their mutual benefit and for the further purpose of more efficiently and effectively investigating and prosecuting the sale, use and manufacturing of controlled substances, gang-related activities, and similar major crimes that require specialized personnel on a regional basis.

NOW, THEREFORE, in consideration of the mutual promises set forth herein the parties do hereby agree as follows:

**AGREEMENT**

**Section 1. Effective Date and Duration of Agreement**

A. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of Title 11, Chapter 13, Utah Code Annotated (the "Effective Date"). This Agreement shall continue and remain in full force and effect for a period of time not to exceed fifty years from the Effective Date of this Agreement (the "Term"), unless terminated by the mutual consent of the parties or terminated in accordance with the termination provisions contained herein. Each party shall review and update this Agreement annually.

**Section 2. Strike Force**

A. The parties, through this Agreement, hereby create the Davis Metro Narcotics Strike Force (hereinafter "Strike Force") for the purpose of investigating and prosecuting violations of the controlled substances laws of the State of Utah and the United States of

America at all levels, and to coordinate and/or provide assistance to the member agencies to combat gang-related activities and other major crimes within Davis County.

- B. The Strike Force shall be managed by an Executive Board that shall consist of the following members: The Chief of Police of each participating city's law enforcement department, the Davis County Sheriff, and the Davis County Attorney, or a designated representative as appointed thereto. Executive Board participation is contingent upon participation through assessment fees, or by providing personnel to the Strike Force. Other local, state, or federal law enforcement agencies may attend the board meetings, but shall not have voting status unless they provide funds or personnel to the Strike Force as set forth above.
1. The Executive Board shall, through a two-thirds vote, appoint a Chairperson.
    - a. The Chairperson shall preside over the Executive Board, call meetings as necessary, administer the routine affairs of the Executive Board, and enter into contracts as needed upon approved resolution of the Executive Board.
  2. The duties of the Executive Board shall be:
    - a. Review and coordinate the activities of the Strike Force generally.
    - b. Select a Strike Force Commander.
      - (1) The Strike Force Commander shall be of Lieutenant rank or higher.
      - (2) The Commander shall be in charge of directing Strike Force activities subject to approval of the Chairman and the Executive Board.
      - (3) The Commander shall be responsible for the administrative activities of the Strike Force including, but not limited to, maintaining financial records, coordinating agent training, seeking and preparing Federal and State Grants, and requesting appointment of agents, analysts, and other support staff under the guidance and approval of the Executive Board.
      - (4) The Commander shall select First Line Supervisors of a Sergeant rank or higher who will be responsible for agent supervision, case management, evaluating and supervising field operations, planning and conducting training, assigning and supervising field training operations, and other duties as assigned by the Commander.
      - (5) The Commander shall perform such other duties as required by the Executive Board.
    - c. Establish by-laws and operating policy as needed.
      - (1) By-laws are adopted, amended, or repealed by a two-thirds vote of those present at a meeting of the Executive Board.
      - (2) Operating policy is acted upon as provided by the By-Laws.
  3. Designation of Lead Agency.
    - a. The Executive Board will establish a Lead Agency from one of the agencies that provides personnel to the Strike Force.
    - b. The Lead Agency will remain in place for a term determined by the

Executive Board, and/or as long as the parent jurisdiction will permit this duty. The Utah Commission on Criminal and Juvenile Justice (“CCJJ”) requires a minimum of a four-year commitment from the Lead Agency.

- c. The Lead Agency will manage the grant funding and other finances of the Strike Force according to its parent jurisdiction’s policies and procedures.
  
- C. The Strike Force shall primarily investigate crimes related to controlled substances. The Strike Force has a duty to notify jurisdictions of all crimes discovered in the course of investigation, except such notification may be delayed if, in the discretion of the Strike Force First Line Supervisor, notification will hinder a current Strike Force investigation.
  
- D. All employees assigned to the Strike Force, except as the Executive Board may otherwise allow, shall be Category I Peace Officers as defined by the laws of Utah.
  
- E. All of the participants acknowledge and agree that the territorial jurisdiction of the Strike Force is the incorporated and unincorporated areas of Davis County. The participants expressly consent to the investigations conducted by the Strike Force within their geographical boundaries, provided that Strike Force investigators outside of the jurisdiction in which an investigation is conducted shall not be considered agents of such jurisdiction nor shall such jurisdiction assume any liability for the actions of the Strike Force except as provided in Section 3.
  
- F. All participants may refer any narcotics investigation within their jurisdiction to the Strike Force. The Strike Force may decline any case for cause.

**Section 3. Participants**

- A. Parties or participants to this agreement shall consist of two categories:
  - 1. Manpower participants are those agencies that supply personnel to the Strike Force.
  - 2. Non-manpower participants are those agencies that do not supply personnel, but do contribute funds for the operation of the Strike Force. Agencies that elect to participate through the contribution of funds must comply at all times with the current Assessment Fee Schedule established and approved by the Executive Board.
  - 3. All participants to this Agreement shall, through their representative on the Executive Board, have voting status. Any reference in this Agreement to an action by vote or any action under by-law requiring a vote shall be done by members of the Executive Board.

**Section 4. Costs**

- A. The operation of the Strike Force shall be financed by available State and Federal funds secured for such purposes, and by direct contributions of money, personnel, and equipment by the parties to this agreement. The Strike Force Commander shall review budget expenses and funding sources on a yearly basis and submit a proposed budget for the coming fiscal year to the Executive Board for approval.

- B. Each agency providing personnel shall absorb all costs associated with its participation. All salaries including benefits and other obligations of officers and staff assigned to the Strike Force shall be paid by the contributing jurisdiction with the exception of overtime. Overtime is currently reimbursed through grant funding. Should grant funding cease, the contributing agencies will be responsible for overtime. The Strike Force will provide agents with vehicles, fuel, and routine vehicle maintenance. Vehicle insurance, however, will be the responsibility of the contributing agency.
- C. Any agent loaned to another agency may have all costs of that agent paid by the receiving agency unless otherwise approved by the Executive Board.
- D. The Executive Board may approve an operating fund for general costs incurred not directly attributable to any participant herein. Any purchase that exceeds \$7,500 that has not been previously budgeted for out of program income must receive prior Board approval. This does not apply to grant funding, which is governed by grant rules and regulations.
- E. The Strike Force office space is currently funded by a combination of grants and assessment fees. Should grant funding cease, the Executive Board members shall provide the needed office space for the Strike Force. The Executive Board may acquire facilities as needed throughout the county.
- F. The Executive Board shall determine on a yearly basis the appropriate level of funding to be assessed to the agencies that do not provide personnel.

#### **Section 5. Liability & Indemnification**

- A. All parties to this Agreement are governmental entities under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (hereinafter, the “Act”). Nothing in this Agreement shall be construed to be a waiver by any party of any protections, rights, or defenses applicable under the Act. It is not the intent of any party to incur by agreement any liability for the negligent operations, acts, or omissions of another party or any third party and nothing in this Agreement shall be so interpreted or construed. Each party agrees to indemnify and hold the other parties harmless for any claim, injury, or damage arising out of or connected with the negligent actions or omissions of such other party in connection with any activity contemplated by this Agreement or the operation of the Davis Metro Narcotics Strike Force.
- B. Agencies contributing personnel shall control and conduct the legal defense of its own employees, but shall consult with other participants in any joint defense and shall advise all other participants prior to settling or paying any claim.
- C. Each party agrees to maintain insurance coverage or self-insurance during the term of this Agreement.

#### **Section 6. Participation by Outside Agencies**

- A. Governmental entities from different jurisdictions outside Davis County that are not an original party to this Agreement may join the Strike Force with formal approval from the Executive Board. The Executive Board may offer investigative service to any jurisdiction without granting membership status or provide such assistance as determined

appropriate by the Executive Board.

**Section 7. Termination Provisions**

- A. This Agreement may be terminated prior to the completion of the Term by any of the following actions:
  - 1. The mutual written agreement of the Parties;
  - 2. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and by the passage of resolution by a majority of the governing bodies of the participants authorizing such termination.
  - 3. Upon termination of this entire Agreement, all available program funds (not grant funds) shall be distributed among the current members in proportion to their most recent annual contribution. The costs associated with providing manpower to the Strike Force will also factor into how the program funds are distributed.

**Section 8. Withdrawal**

- A. Any party may withdraw upon providing thirty days written notice to the Board.
- B. Upon withdrawal of any party, or termination of this Agreement, each party shall retain any property that it provided to the Strike Force. Upon termination of this Agreement, any property obtained in common, or through state or federal grants, shall be disposed of in accordance with the applicable grant policies.

**Section 9. Seizures**

- A. All seizures and forfeitures of property, funds, vehicles, etc., effected for violations of the Controlled Substances Act or gang related activities shall be referred to the Strike Force for follow-up and forfeiture proceedings in accordance with and pursuant to current State and Federal Laws.

**Section 10. Policies**

- A. All parties hereto agree that their personnel working in or with the Strike Force shall follow Strike Force policy and procedures in the case of conflict with its policy and procedure. If no Strike Force policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the Strike Force.

**Section 11. Disciplinary Action**

- A. The Strike Force Supervisor may informally discipline an agent for minor complaints/incidents. All complaints/incidents shall be recorded by the Strike Force first line supervisor for evaluation purposes. The Strike Force Supervisor may also recommend to the contributing agency and the Executive Board that an agent be removed from the Strike Force.
- B. All major complaints/incidents will be referred to the contributing agency, and any formal discipline will be the responsibility of the contributing agency.

## **Section 12. Miscellaneous**

- A. Each party and participant hereby represents and warrants that:
  - 1. It is a public agency or public entity within the meaning of the Interlocal Cooperation Act; and
  - 2. It is duly authorized to execute and perform this Interlocal Agreement; and
  - 3. There is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.
- B. Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.
- C. This Agreement may be changed, modified or amended by written agreement of the Participants, upon adoption of a resolution by each of the Participants and upon meeting all other applicable requirements of the Interlocal Act.
- D. This Interlocal Agreement shall become effective immediately upon the execution of a resolution approving this Agreement by the governing body of each of the Participants and filing of duplicate originals with the official keeper of records of each party.
- E. As required by UCA § 11-13-202.5, prior to and as a condition precedent to this Agreement's entry into force, it shall be submitted to an authorized attorney who shall approve the Agreement upon finding that it is in proper form and compatible with the laws of the State of Utah.
- F. It is understood and agreed by the parties hereto that this agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- G. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- H. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- I. This Agreement is not intended to benefit any party or person not named as party hereto.
- J. The parties hereto agree that this document contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by any party prior to the date hereof regarding the subject matter herein.
- K. The parties hereto agree to make good faith efforts in resolving any dispute arising out of

or in relation to this Agreement. Should the parties be unable to resolve a dispute and the services of an attorney are required to enforce this Agreement, the defaulting party agrees to pay reasonable attorney's fees and costs.

- L. Termination of this Agreement shall not extinguish or prejudice any Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
- M. Neither party hereto may assign this Agreement or any interest therein without first obtaining the written consent of the other parties. Any attempt to assign any right or privilege connected with this Agreement without prior written consent of the other parties shall be void.
- O. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed multiple copies or counterparts of this agreement, each of which will be deemed an original.

DAVIS COUNTY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
DAVIS COUNTY, UTAH

\_\_\_\_\_  
JOHN PETROFF, Jr., Chairman

ATTEST: CURTIS KOCH  
Davis County Clerk / Auditor

Reviewed as to form and compatibility with  
the laws of the State of Utah

By: \_\_\_\_\_  
Davis County Clerk / Auditor

\_\_\_\_\_  
COUNTY ATTORNEY



BOUNTIFUL CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

CENTERVILLE CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

CLEARFIELD CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

CLINTON CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

FARMINGTON CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

FRUIT HEIGHTS CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

KAYSVILLE CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

LAYTON CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY



NORTH SALT LAKE CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

SOUTH WEBER CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

SUNSET CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

SYRACUSE CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

WEST BOUNTIFUL CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

WEST POINT CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY

WOODS CROSS CITY

Authorized by Resolution No. \_\_\_\_\_, authorized and passed on the \_\_\_\_\_  
day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

Reviewed as to form and compatibility with  
the laws of the State of Utah

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY



# BOUNTIFUL

City of Beautiful Homes and Gardens

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

CITY MANAGER  
Gary R. Hill

## Bountiful City Resolution No. 2016-21

### A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR THE DAVIS METRO NARCOTICS STRIKE FORCE

#### It is the finding of the Bountiful City Council that:

1. Utah Code § 11-13-201 *et seq.* authorizes Bountiful City and other public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects;
2. For many years Bountiful City, along with various other cities located in Davis County, has participated in the Davis Metro Narcotics Strikeforce through an Interlocal Agreement;
3. The current version Interlocal Agreement for the Davis Metro Narcotics Strike Force has been in place since 2004;
4. In order to be eligible for certain funds from the Department of Justice it is necessary to renew and update the Interlocal Agreement and to approve a new Agreement annually hereafter;
5. The renewed and updated Interlocal Agreement will become effective upon the date it is signed by all participating members.
7. This renewed and updated Agreement has been reviewed and approved by the Bountiful City Attorney as required by State law.

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

**Section 1. Agreement Approved.** The Bountiful City Council hereby accepts and approves the attached Interlocal Agreement for the Davis Metro Narcotics Strike Force.

**Section 2. Mayor Authorized to Execute.** The Mayor of Bountiful City is authorized to sign and execute the attached Interlocal Agreement and any other documents necessary to implement the Agreement and become eligible for funds through the Department of Justice.

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



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

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

Adopted this 22nd day of November, 2016.

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Mayor Randy C. Lewis

**ATTEST:**

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City Recorder Shawna Andrus



# Council Staff Report

**Subject:** Final Subdivision Approval for East Orchard Subdivision  
**Address:** 2340 So. 200 West  
**Author:** City Engineer  
**Department:** Engineering, Planning  
**Date:** November 22, 2016



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## Background

Mr. Gary Wright has completed the plat map and construction drawings and is now requesting final approval for the seven lot East Orchard Subdivision located at 2340 South 200 West, across the street from the Bountiful City Cemetery.

## Analysis

Mr. Wright has prepared and submitted the plat maps and subdivision construction drawings for the proposed subdivision. Todd Christensen has checked and returned the plans and plat map to the engineer and redline corrections have now been resubmitted.

All of the items reviewed with the preliminary submittal, in particular the underground storm water detention on Lot 7, and the arrangement of the irregular shaped Lot 4 have been addressed on the final plat and construction drawings. The only outstanding items are a few very minor red line corrections. The plans and plat are now ready for final review by the Planning Commission.

## Department Review

The proposed subdivision construction drawings and plat have been reviewed by the Engineering Department and Planning Department.

## Recommendation

With the conditions listed below, the proposed development meets the requirements of the Bountiful City Land Use Ordinance and design standards and the Planning Commission send a positive recommendation for final approval to the City Council.

1. Payment of all required fees.
2. Post an approved bond and sign a Bountiful City Development Agreement
3. Provide a current Title Report.
4. Finalize the underground storm detention 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 Final Plat.

**Aerial Photo of the proposed East Orchard Subdivision**



**EAST ORCHARD SUBDIVISION**  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 31,  
 TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN  
 BOUNTIFUL CITY, DAVIS COUNTY, UTAH  
 OCTOBER 2016

**SURVEYOR'S CERTIFICATE**

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS EAST ORCHARD SUBDIVISION AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.

VON R. HILL, P.L.S. UT #166385

DATE

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT ON THE EAST LINE OF 200 WEST STREET, SAID POINT BEING SOUTH 89°53'57" WEST 975.88 FEET ALONG THE SECTION LINE TO A MONUMENT AT THE CENTERLINE OF 200 WEST AND 1800 SOUTH STREETS AND SOUTH 0°05'28" WEST 1775.30 FEET ALONG THE MONUMENT LINE OF 200 WEST STREET AND SOUTH 0°28'56" WEST 471.96 FEET ALONG THE MONUMENT LINE AND SOUTH 89°31'04" EAST 33.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BOUNTIFUL CITY, DAVIS COUNTY, UTAH AND RUNNING THENCE SOUTH 86°05'19" EAST 337.58 FEET; THENCE SOUTH 03°54'41" WEST 9.34 FEET; THENCE SOUTH 86°05'19" EAST 176.10 FEET TO THE WESTERLY LINE OF FRANKLIN FARMS SUBDIVISION PHASE 1; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: SOUTH 49°28'11" WEST 134.89 FEET, SOUTH 38°47'01" WEST 158.81 FEET, SOUTH 44°16'58" WEST 22.47 FEET TO A BOUNDARY LINE AGREEMENT RECORDED ENTRY # 2907310; THENCE ALONG SAID LINE NORTH 86°52'40" WEST 125.81 FEET AND NORTH 87°54'16" WEST 170.84 FEET TO THE EAST LINE OF 200 WEST STREET; THENCE NORTH 0°28'56" EAST 258.80 FEET ALONG SAID LINE TO THE POINT OF BEGINNING

CONTAINING 2.29 ACRES.

**OWNER'S DEDICATION**

KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS EAST ORCHARD SUBDIVISION, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREETS AND EASEMENTS, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCE WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**ACKNOWLEDGEMENT**

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, \_\_\_\_\_, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED.

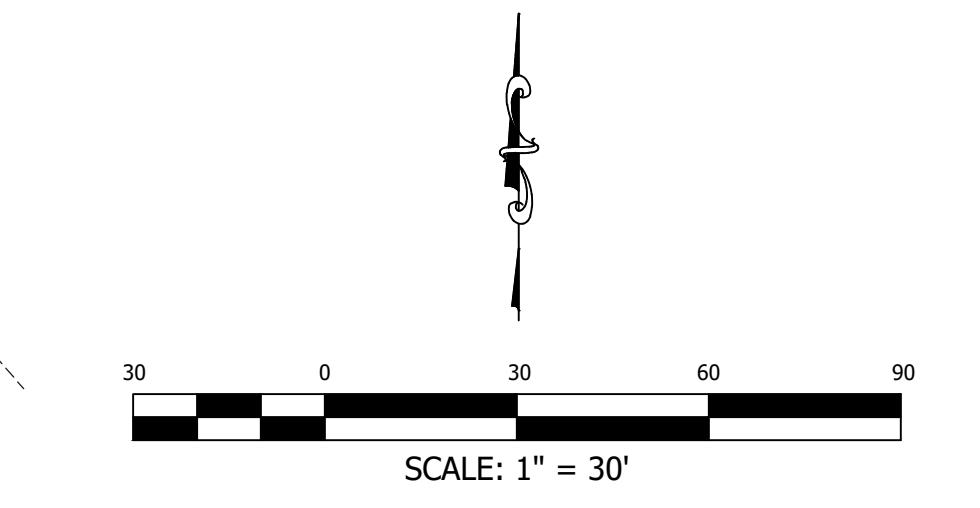
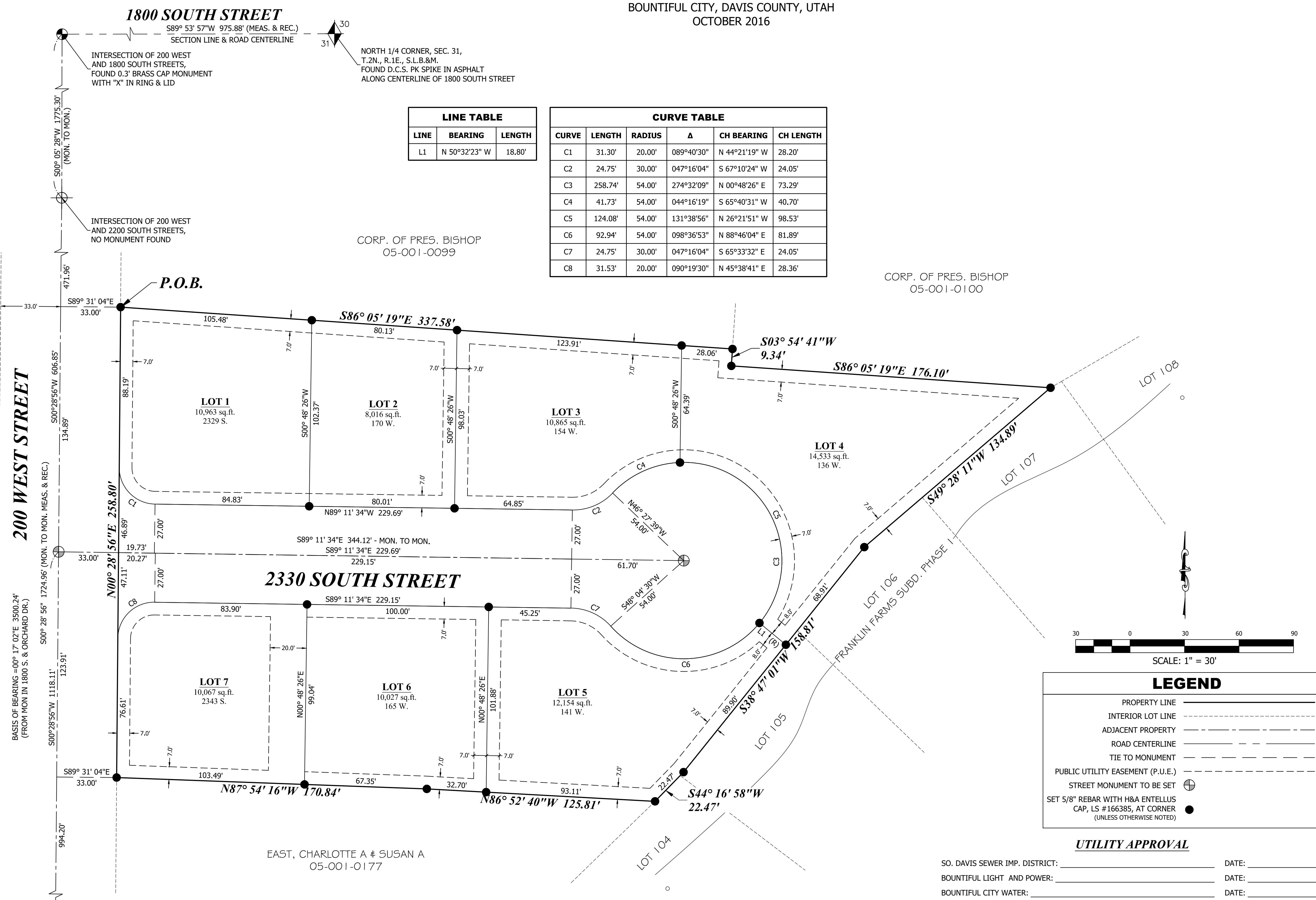
NOTARY PUBLIC: \_\_\_\_\_

RESIDENCE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 50°32'23" W	18.80'

CURVE TABLE					
CURVE	LENGTH	RADIUS	Δ	CH BEARING	CH LENGTH
C1	31.30'	20.00'	089°40'30"	N 44°21'19" W	28.20'
C2	24.75'	30.00'	047°16'04"	S 67°10'24" W	24.05'
C3	258.74'	54.00'	274°32'09"	N 00°48'26" E	73.29'
C4	41.73'	54.00'	044°16'19"	S 65°40'31" W	40.70'
C5	124.08'	54.00'	131°38'56"	N 26°21'51" W	98.53'
C6	92.94'	54.00'	098°36'53"	N 88°46'04" E	81.89'
C7	24.75'	30.00'	047°16'04"	S 65°33'32" E	24.05'
C8	31.53'	20.00'	090°19'30"	N 45°38'41" E	28.36'



LEGEND	
PROPERTY LINE	—————
INTERIOR LOT LINE	- - - - -
ADJACENT PROPERTY	—————
ROAD CENTERLINE	—————
TIE TO MONUMENT	—————
PUBLIC UTILITY EASEMENT (P.U.E.)	—————
STREET MONUMENT TO BE SET	⊕
SET 5/8" REBAR WITH H&A ENTELLUS CAP, LS #166385, AT CORNER (UNLESS OTHERWISE NOTED)	●

UTILITY APPROVAL	
SO. DAVIS SEWER IMP. DISTRICT:	DATE: _____
BOUNTIFUL LIGHT AND POWER:	DATE: _____
BOUNTIFUL CITY WATER:	DATE: _____
CENTURY LINK:	DATE: _____
COMCAST:	DATE: _____
BOUNTIFUL IRRIGATION:	DATE: _____
QUESTAR GAS:	DATE: _____

- NOTES**
- PUBLIC UTILITY EASEMENTS ALONG LOT LINES ARE 7.0-FOOT WIDE, UNLESS OTHERWISE NOTED.
  - PUBLIC UTILITY EASEMENTS ARE ALSO DRAINAGE EASEMENTS.

**HA Entellus**  
 181 North 200 West, Suite #4  
 Bountiful, Utah 84010  
 Phone 801-298-2236  
 Fax 801-298-5983  
 PROJECT #1037006 08/15/2016, JRC

**CITY COUNCIL'S APPROVAL**

PRESENTED TO THE CITY COUNCIL OF BOUNTIFUL CITY, UTAH, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CITY RECORDER ATTEST: \_\_\_\_\_  
 MAYOR: \_\_\_\_\_

**CITY ENGINEER'S APPROVAL**

APPROVED BY THE BOUNTIFUL CITY ENGINEER, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BOUNTIFUL CITY ENGINEER \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**

APPROVED BY THE PLANNING COMMISSION OF BOUNTIFUL CITY, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PLANNING DIRECTOR \_\_\_\_\_

**CITY ATTORNEY'S APPROVAL**

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

BOUNTIFUL CITY ATTORNEY \_\_\_\_\_

**DAVIS COUNTY RECORDER**

ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
 FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
 AT \_\_\_\_\_ IN BOOK \_\_\_\_\_ OF \_\_\_\_\_  
 COUNTY RECORDER: \_\_\_\_\_  
 BY: \_\_\_\_\_ DEPUTY



# City Council Staff Report

**Subject:** Final Acceptance of the Ruth Estates Subdivision's Public Improvements  
**Author:** City Engineer  
**Department:** Engineering  
**Date:** Nov. 22, 2016



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## **Background**

Ruth Estates is the eight lot subdivision around the newly created 50 East Street cul-de-sac. This development was originally granted final approval in April 2015 with the roads and improvements being finished by November of 2015. The warranty time for the bond has now run and the development is ready for final acceptance by the City Council.

## **Analysis**

Work on the 300+ ft. long cul-de-sac was started immediately after city approvals were granted last spring and the construction of the underground utilities and the surface improvements was completed by late last fall. The one year warranty period began in mid November 2015 and the developer, Robert Lindsay, is now anxious for a final release. Over the last several weeks the development has been inspected and a few repairs made. All of the improvements have now passed their final inspection and, as a result, the bond can be released and the City take over maintenance responsibilities for the roads in the subdivision.

## **Department Review**

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

## **Recommendation**

We recommend the Council grant final acceptance of Ruth Estates 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 Ruth Estates Subdivision, as of July 2016.

Aerial Photo of Ruth Estates Subdivision

