

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, February 25, 2020

5:45 p.m. - Work Session

7:00 p.m. – Regular Session

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at **South Davis Metro Fire Station 81, 255 South 100 West, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

AGENDA

5:45 p.m. – Work Session

1. Joint BCYC discussion
2. RAP Tax discussion – Mr. Gary Hill p. 3

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Approve minutes of previous meeting held on February 11, 2020 p. 27
4. Council Reports
5. Consider approval of expenditures greater than \$1,000 paid February 3 & 10, 2020 p. 33
6. Consider preliminary and final approval of the PUD Plat Amendment for The Domaine at Highland Oaks, Unit 7, 3865 Highland Court – Mr. Francisco Astorga p. 37
 - a. Public Hearing
 - b. Action
7. Consider approval of a concessionaire contract with FundRacer Events Management for Bountiful Ridge Golf Course – Mr. Brock Hill p. 41
8. Consider approval of Black Sheep Oilfield Services’ proposal for 2020 water line projects at the unit prices submitted – Mr. Lloyd Cheney p. 55
9. Consider approval of the purchase of pipe replacement material from Western Water Works in the amount of \$73,053 – Mr. Kraig Christensen p. 59
10. Adjourn



City Recorder

City Council Staff Report

Subject: RAP Tax Allocation
Author: Gary Hill
Department: Administration
Date: February 25, 2020



Background

In November 2014 Bountiful voters approved a 10-year extension of the City's Recreation, Arts, and Parks (RAP) Tax. Funding would become available in April 2016 for projects as allowed by State Law and approved by the City Council.

On February 11, 2020 the City Council asked if Bountiful RAP Tax funds could be distributed to organizations outside of the City. An initial review of the Utah Code indicated that funds must be used "within the city or town" imposing the tax (UCA 59-12-1402(3)) except under certain circumstances. Those circumstances are discussed below.

Analysis

Interlocal Agreement Necessary - A City can provide RAP funds to an organization outside of city limits, but only through an interlocal agreement. According to UCA 59-12-1403(3), with an interlocal agreement, a City may use RAP funds outside its boundaries to finance facilities or operations of certain cultural, recreational, zoological, or botanical organizations.

While Bountiful does have an interlocal agreement with Centerville City for the construction of the Centerpoint Theater (attached), the agreement states that the City's obligation was limited to construction and ended when the original eight-year levy period concluded in 2016.

From the Interlocal Agreement, Paragraph 10 (RAP Tax Contributions):

"a. Bountiful RAP Tax Contributions. Bountiful hereby agrees to contribute ninety percent (90%) of its RAP Tax proceeds collected during the statutorily approved eight (8) year levy period..."

"e. Use of Funds. The RAP Tax revenues contributed by Centerville and Bountiful as provided herein shall be used to fund and/or finance construction of a performing arts center..."

"f. Estimated Funds. ...As expressly provided herein, the Parties are only obligated to commit and contribute the required percentage of their RAP Tax proceeds collected during the statutorily approved eight (8) year levy period."

And from Paragraph 14 (Operations):

“It is intended that the South Davis Cultural Arts Association, as lessee or tenant, will manage the building and pay for all operation costs associated with theater production, performances, and related uses and activities. The (Centerville) RDA shall be responsible for the long-term operations and oversight of the Project in accordance with and subject to the provisions of the lease or use agreement and subject to the review and approval of the Administrative control Board.”

To summarize, Bountiful can provide RAP funds to Centerpoint Theater, but the interlocal agreement between Bountiful City and Centerville City will need to be amended.

Local Restrictions and Authorizations – In addition to State law, local ordinances, policies, and even the language of the question provided to voters (ballot question) dictate where and how funds can be spent.

Ballot Question - During the drafting process, the City Council directed that the wording of the election question be changed to allow funds to be spent on organizations or efforts that benefit Bountiful residents, even if located outside of the City:

Original Draft: “Shall Bountiful City, Utah be authorized to impose a 0.1% sales and use tax for the purpose of funding recreation, arts, parks and cultural opportunities within the City?”

Final Bond Question: “Shall the City of Bountiful, Utah, be authorized to impose a 0.1% sales and use tax to fund parks improvements, recreational improvements, and cultural facilities and organizations for the City of Bountiful?”

All information provided to voters and in subsequent applications has mirrored the final bond question.

Conclusions – It seems clear that the City can provide RAP funding to organizations outside of city boundaries if there is an authorizing interlocal agreement. Based on the City’s policy for grantees and subsequent conversations including the work session on February 11, it is also the policy of the City Council to use RAP funding to help organization achieve financial independence, not greater reliance on Bountiful City taxpayers.

Staff recommends that if the Council wants to provide funding for Centerpoint (or other outside organizations) that the interlocal agreement specify that Centerpoint may apply for competitive grant funding only. This is the status quo, and will help keep funding from appearing to be an entitlement.

Department Review

This report was reviewed by the City Manager and City Attorney

Recommendation

Staff recommends that the City Council amend the interlocal agreement with Centerville City to allow Centerpoint Theater to apply for competitive grants.

Attachments

2008 Interlocal Agreement with Centerville City

RESOLUTION NO. 2008-08

A RESOLUTION OF THE CENTERVILLE CITY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CENTERVILLE CITY, BOUNTIFUL CITY, AND THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY FOR THE CONSTRUCTION AND OPERATION OF A PERFORMING ARTS CENTER

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code Ann.* § 11-13-101, *et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects and services; and

WHEREAS, Centerville City, Bountiful City, and the Redevelopment Agency of Centerville City desire to enter into an agreement pursuant to the Interlocal Cooperation Act to provide for cooperative construction and operation of a performing arts center as more particularly provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Agreement Approved. The City Council of Centerville City hereby accepts and approves the attached Interlocal Cooperation Agreement between Centerville City, Bountiful City, and the Redevelopment Agency of Centerville City for the Construction and Operation of a Performing Arts Center.

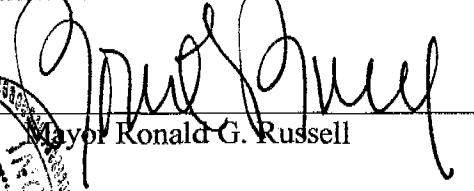
Section 2. Mayor Authorized to Execute. The City Council of Centerville City hereby authorizes the Mayor to sign the attached Interlocal Cooperation Agreement for and on behalf of Centerville City.

Section 3. 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.

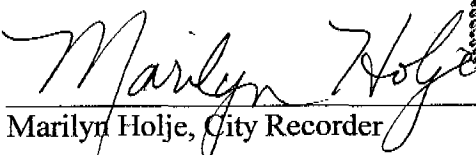
Section 4. Effective Date. This Resolution shall become effective immediately upon its passage.

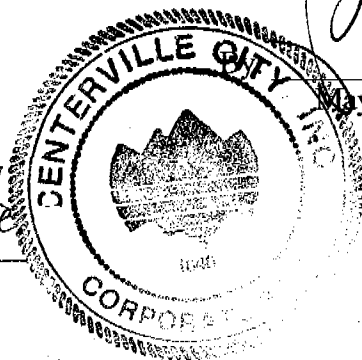
PASSED AND ADOPTED BY THE CITY COUNCIL OF CENTERVILLE CITY, STATE OF UTAH, THIS 19TH DAY OF FEBRUARY, 2008.

CENTERVILLE CITY


Mayor Ronald G. Russell

ATTEST:


Marilyn Holje, City Recorder



A RESOLUTION OF THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN CENTERVILLE CITY, BOUNTIFUL CITY, AND THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY FOR THE CONSTRUCTION AND OPERATION OF A PERFORMING ARTS CENTER

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code Ann.* § 11-13-101, *et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects and services; and

WHEREAS, Centerville City, Bountiful City, and the Redevelopment Agency of Centerville City desire to enter into an agreement pursuant to the Interlocal Cooperation Act to provide for cooperative construction and operation of a performing arts center as more particularly provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Agreement Approved. The Redevelopment Agency of Centerville City hereby accepts and approves the attached Interlocal Cooperation Agreement between Centerville City, Bountiful City, and the Redevelopment Agency of Centerville City for the Construction and Operation of a Performing Arts Center.

Section 2. Chair Authorized to Execute. The Redevelopment Agency of Centerville City hereby authorizes the Chair to sign the attached Interlocal Cooperation Agreement for and on behalf of the Redevelopment Agency of Centerville City.

Section 3. 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 4. Effective Date. This Resolution shall become effective immediately upon its passage.

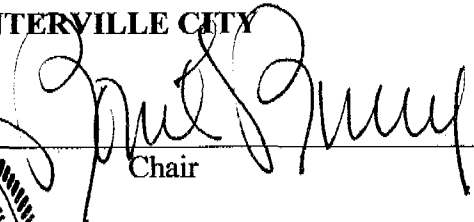
PASSED AND ADOPTED BY THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, STATE OF UTAH, THIS 19TH DAY OF FEBRUARY, 2008.

ATTEST:

REDEVELOPMENT AGENCY OF
CENTERVILLE CITY


Executive Director




Chair

Bountiful City
Resolution No. 2008-02

A resolution of the Bountiful City Council approving and authorizing the execution of an Interlocal Cooperation Agreement between Centerville City, Bountiful City and the Redevelopment Agency of Centerville City for the construction and operation of a performing arts center.

WHEREAS, the Interlocal Cooperation Act, set forth at *Utah Code Ann. § 11-13-101, et seq.*, as amended, authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects and services; and

WHEREAS, Bountiful City, Centerville City, and the Redevelopment Agency of Centerville City desire to enter into an agreement pursuant to the Interlocal Cooperation Act to provide for cooperative construction and operation of a performing arts center as more particularly provided herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BOUNTIFUL CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Agreement Approved. The City Council of Bountiful City hereby accepts and approves the attached Interlocal Cooperation Agreement between Centerville City, Bountiful City, and the Redevelopment Agency of Centerville City for the Construction and Operation of a Performing Arts Center.

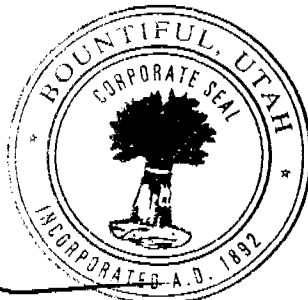
Section 2. Mayor Authorized to Execute. The City Council of Bountiful City hereby authorizes the Mayor to sign the attached Interlocal Cooperation Agreement for and on behalf of Bountiful City.

Section 3. 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 4. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF BOUNTIFUL CITY, STATE OF UTAH, THIS 26th DAY OF FEBRUARY, 2008.

BOUNTIFUL CITY



By:

Thomas B. Tolman
Mayor Pro Tem Thomas B. Tolman

ATTEST:

Kim J. Coleman
Kim J. Coleman, City Recorder

EXHIBIT "A"

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CENTERVILLE CITY, BOUNTIFUL CITY, AND THE
REDEVELOPMENT AGENCY OF CENTERVILLE CITY FOR THE CONSTRUCTION
AND OPERATION OF A PERFORMING ARTS CENTER**

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN CENTERVILLE CITY, BOUNTIFUL CITY AND THE REDEVELOPMENT
AGENCY OF CENTERVILLE CITY FOR THE CONSTRUCTION AND OPERATION
OF A PERFORMING ARTS CENTER**

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into as of the 26th day of February, 2008, by and between **CENTERVILLE CITY**, a Utah municipal corporation and political subdivision of the State of Utah ("Centerville"), **BOUNTIFUL CITY**, a Utah municipal corporation and political subdivision of the State of Utah ("Bountiful"), and the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community development and renewal agency and public body ("RDA") organized and existing under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act of the State of Utah, collectively referred to herein as the "Parties," or individually as "Party."

WITNESSETH:

WHEREAS, on November 6, 2007, a majority of the registered voters of Centerville and Bountiful voted in favor of the imposition of a local sales and use tax of one-tenth of one percent (0.10%) on certain qualifying transactions within the cities to fund a performing arts center and other recreational and cultural facilities and organizations within the South Davis community ("RAP Tax"); and

WHEREAS, on December 4, 2007, Centerville adopted Ordinance No. 2007-20 imposing the RAP Tax and adopting Title 5, Chapter 9 of the Centerville Municipal Code providing for the imposition, collection and distribution of the RAP Tax; and

WHEREAS, on December 11, 2007, Bountiful adopted Ordinance No. 2007-18 imposing the RAP Tax and adopting Title 12, Chapter 4 of the Bountiful City Municipal Code providing for the imposition, collection and distribution of the RAP Tax; and

WHEREAS, the Utah Interlocal Cooperation Act, as more particularly set forth in Utah *Code Ann.* §§ 11-13-101, *et seq.*, as amended ("Interlocal Cooperation Act"), authorizes local governmental units to cooperate with other localities to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, a performing arts center will provide a regional opportunity for participation in and appreciation of the fine arts and family entertainment and will expand and enrich the cultural and educational opportunities available to the residents of South Davis County; and

WHEREAS, in accordance with the terms and conditions of the Interlocal Cooperation Act, the Parties desire to cooperate for the purpose of constructing, financing and operating a regional performing arts center as more particularly provided in this Agreement.

AGREEMENT

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

1. **Purpose.** The purpose of this Agreement is to provide for the construction and operation of a regional performing arts center for the use and enjoyment of the public and the general welfare of the citizens of the South Davis community. The Parties intend the performing arts center will provide a regional opportunity for participation in and appreciation of the fine arts and family entertainment and to expand and enrich the cultural and educational opportunities available to the residents of South Davis County. It is intended that the performing arts center will be constructed and owned by the RDA and financed, in part, by the Parties as more particularly provided herein. It is the intent of the Parties to make the most efficient use of their powers and public funds for this cooperative effort in accordance with and subject to the terms and conditions of the Interlocal Cooperation Act and other applicable provisions of State law.

2. **Project.** The proposed project is to consist of a regional state of the art performing arts center and related facilities and improvements to be located at approximately 535 North 400 West, Centerville City, Utah ("Project"). The Project is anticipated to consist of approximately 50,000-70,000 square feet of building space, including, but not limited to, theater, lobby, atrium, box office, display space, gift shop, social spaces, concessions, offices, recital/rehearsal hall, main stage, green room, dressing rooms, and similar facilities. The Project is intended to be designed with a main stage theater of approximately 300-500 total seats and state of the art stage fly system and rigging. The Project is also intended to provide social space with opportunities for exhibits, education, recitals and other similar uses.

3. **Authority.** This Agreement is entered into pursuant to authority set forth in the Interlocal Cooperation Act, including, but not limited to, Section 11-13-202, as amended, providing local governmental units to make the most efficient use of their powers and to provide the benefit of economies of scale by entering into cooperative agreements with one another for the purpose of exercising, on a joint and cooperative basis, any power, privileges, and authority exercised by such public agencies individually. This Agreement is also entered into pursuant to authority set forth in the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, as set forth in *Utah Code Ann.* §§ 17C-1-101, *et seq.*, as amended.

4. **Term.** This Agreement shall become effective when all of the Parties named herein execute an original or copy of this Agreement as required by law and shall continue in effect for a period of fifty (50) years, unless terminated earlier by mutual consent of the Parties.

5. **Administrative Control Board.** This Agreement shall be administered by a joint board with representation from the Parties as more particularly provided herein ("Administrative Control Board"). The Administrative Control Board shall provide review, approval and/or recommendations regarding various matters in accordance with the terms and conditions of this Agreement and shall settle any disputes arising hereunder.

a. Members. The Administrative Control Board shall consist of two (2) members from each Party. At least one member from each respective Party shall be a member of that Party's governing body. All members shall be a resident of their respective governing body's jurisdiction. Each member shall be appointed by Resolution of the respective Party's governing body. Subject to the terms and conditions set forth herein for membership, each Party may appoint an alternate for each member to serve in the absence of that Party's member and to have the same rights as such representative he or she is representing.

b. Term. Except as provided herein for initial appointments, members of the Administrative Control Board shall be appointed for a term of four (4) years. In order to provide for staggered term expirations, each Party shall appoint one initial member to a term of two (2) years and one initial member to a term of four (4) years.

c. Quorum. No business of the Administrative Control Board shall be conducted without a quorum present. A quorum shall consist of four (4) members of the Administrative Control Board.

d. Voting. Each member of the Administrative Control Board shall have one vote. Decisions of the Administrative Control Board shall be made by majority vote of those members present at a meeting at which a quorum is constituted.

e. Open Meetings. The Administrative Control Board shall meet at least annually, and more frequently if needed. All meetings of the Administrative Control Board shall be duly noticed and shall be conducted in accordance with applicable provisions of the Utah Open and Public Meetings Act, as set forth in *Utah Code Ann.* §§ 52-4-101, *et seq.*, as amended.

f. Officers. The Administrative Control Board shall elect from its members persons to fill the offices of Chair, Vice-Chair and Secretary. Such officers should be appointed in January of each year to serve a term of one (1) year. The Chair shall be the presiding officer of the Administrative Control Board and shall have the responsibility of chairing the meetings of the Board and signing approved documents on behalf of the Administrative Control Board. The Vice-Chair shall assist the Chair and serve as Chair in the absence or inability of the Chair to act. The Secretary shall be responsible for providing, or causing to be provided, notice of the meetings of the Board and complying with the provisions and requirements of the Utah Open and Public Meetings Act, including, but not limited to, recording and minutes of the meetings.

6. **RDA Land Commitment.** The RDA owns approximately 2.67 acres of real property located at approximately 535 North 400 West, Centerville, Utah, as more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("Property"). The Property is conveniently located just off the I-15 Interchange in Centerville City within the Parrish Lane Gateway Neighborhood Development Project Area. The RDA agrees to make the Property available for the Project in accordance with the terms and conditions of this Agreement. The RDA shall remain the property owner of the Property.

7. **RDA Project Obligations.** The RDA shall be the sole owner of the Project. The RDA shall be responsible for the design, construction, and operation of the Project, subject to participation, review and approval of various aspects of the design, construction and operation of the Project by the Administrative Control Board as more particularly provided in Sections 12 and 13. The RDA shall be responsible for the financing of the Project, subject to and in accordance with various contributions by Centerville and Bountiful, as more particularly provided herein, and any other third Parties as deemed appropriate by the RDA. Nothing herein is intended to prevent the Parties from seeking and obtaining additional funding and/or financing for the Project from additional entities or persons, whether public or private, to the extent deemed necessary and/or appropriate by the RDA, including, but not limited to, county tourism taxes, restaurant taxes, private donations or grants. All potential revenue sources are intended to be considered for the financing and continued operational support for the Project. In order to obtain optimal interest rate and financing costs, the RDA may pledge the Project as deemed necessary and desirable for bond issuance purposes.

8. **RDA Tax Increment.** Centerville and the RDA established the Parrish Lane Gateway Neighborhood Development Project Area in 1989 for the purposes of redevelopment and enhancement of a blighted area within the City in accordance with applicable redevelopment agency laws in place at the time ("Redevelopment Project Area"). The Parrish Lane Gateway Neighborhood Development Plan ("Redevelopment Plan") for the Redevelopment Project Area provides for the use of tax increment financing in order to fulfill the objectives and goals of the Redevelopment Plan, including, but not limited to, the strengthening of the tax base and economic health of the entire community and increasing the quality of life for residents of the city. Tax increment revenue under the Redevelopment Plan can be collected through the year 2021. The RDA has already obligated and committed a portion of the tax increment revenue to various projects. Subject to previously committed tax increment revenue and actual revenue collections, the RDA agrees to commit tax increment from the Redevelopment Project Area sufficient to finance \$5,000,000 of improvements for the Project. The RDA's tax increment contribution to the Project shall be paid annually. Tax increment revenue provided hereunder may be used for all means and purposes provided by law for such revenue, including, but not limited to, allowable uses set forth in *Utah Code Ann.* § 17C-1-409, as amended, and applicable predecessor statutes. A summary of the estimated value of tax increment revenue from the Redevelopment Project Area is set forth in **Exhibit "B,"** attached hereto and incorporated herein by this reference.

9. **Sales Tax Revenue and Other Security for Bonding.** Subject to the approval of any necessary amendments to the Redevelopment Plan by the RDA regarding bonded indebtedness, it is anticipated the RDA will issue bonds to finance the construction of the Project. In order to obtain optimal interest rate and financing costs on the bonds, the cities may agree to enter into an interlocal agreement with the RDA wherein the cities pledge local sales and use tax and/or general fund revenues of the cities to the RDA for bond issuance purposes. Additionally, the RDA may determine it beneficial to provide a security interest in the real and personal property (including building, land and appurtenances) related to the Project for purposes of securing the issuance of RDA Bonds.

10. **RAP Tax Contributions.**

a. Bountiful RAP Tax Contributions. Bountiful hereby agrees to contribute ninety percent (90%) of its RAP Tax proceeds collected during the statutorily approved eight (8) year levy period to the Project by distributing the revenues generated by its RAP Tax to the Project and the Parties as more particularly set forth in this Agreement.

b. Centerville RAP Tax Contributions. Centerville hereby agrees to contribute ninety percent (90%) of its RAP Tax proceeds collected during the statutorily approved eight (8) year levy period to the Project by distributing the revenues generated by its RAP Tax to the Project and the Parties as more particularly set forth in this Agreement.

c. Collection. The RAP Tax shall be administered, collected and enforced in accordance with the procedures set forth in Title 59, Chapter 12, Parts 1 and 2, of the *Utah Code Annotated*, as amended, regarding Tax Collection and Local Sales and Use Tax Act (excluding Subsections 59-12-205(2) through (7)), and Title 59, Chapter 1, of the same, as amended, regarding General Taxation Policies.

d. Distribution. Centerville and Bountiful shall remit their respective RAP Tax contributions to the RDA on a monthly basis within ten (10) days from the receipt of the same from the Utah State Tax Commission.

e. Use of Funds. The RAP Tax revenues contributed by Centerville and Bountiful as provided herein shall be used to fund and/or finance construction of a performing arts center consistent with such uses and purposes authorized by law in the Local Sales and Use Tax statutes, as more particularly set forth in *Utah Code Ann.* §§ 59-12-1401, *et seq.*, as amended.

f. Estimated Funds. Pursuant to Section 59-12-1402, the RAP Tax may be levied for a period of eight (8) years and may be reauthorized at the end of the eight (8) year period as provided by law. As expressly provided herein, the Parties are only obligated to commit and contribute the required percentage of their RAP Tax proceeds collected during the statutorily approved eight (8) year levy period. The estimated cash flow to the Project from Centerville and Bountiful City RAP Tax proceeds for the years, or partial years, 2008-2016 are more particularly set forth in **Exhibit "C,"** attached hereto and incorporated herein by this reference.

11. **Permit Fee Waiver.** Centerville City agrees to waive permit fees associated with and necessary for the construction of the Project to the extent permitted by law in accordance with *Utah Code Ann.* § 11-13-202(2), as amended, and applicable Centerville City Ordinances.

12. **Design and Construction.** It is intended that all the Parties will have sufficient input into the design and construction of the Project. The Project is intended to benefit all the Parties and their citizens and such input is encouraged and valued to provide the best community asset for all. Participation and input into the design and construction of the Project shall be provided through the Administrative Control Board as more particularly provided herein. Input should also be obtained from theater representatives and/or association. The Administrative Control Board shall participate and be directly involved in the process of selecting the architect, construction manager, contractor, and type of construction contract to be entered into for the

Project, and shall review and approve any and all contracts to be entered into by the RDA for the same. Any and all bidding procedures, selection decisions, and issuance of contracts for the Project shall comply with formal bidding requirements and procurement procedures applicable to the RDA.

13. **Lease or Operational Use Agreement.** It is anticipated that the RDA will lease the Project or enter into an operational use agreement with the South Davis Cultural Arts Association, a non-profit theater group, to provide community theater productions and performances. The Administrative Control Board shall participate and be directly involved in the process of preparing and implementing the lease or use agreement for the Project, and shall review and approve any and all lease or use agreement documents to be entered into by the RDA for the Project, and any amendments thereto. Any lease or use agreement entered into by the RDA for the Project shall require the lessee or tenant to provide for Centerville City and Bountiful City each to appoint a representative on the lessee's or tenant's advisory board or other applicable governing body. Such representative members shall be appointed by the City Council of each respective city.

14. **Operations.** It is intended that the South Davis Cultural Arts Association, as lessee or tenant, will manage the building and pay for all operational costs associated with theater production, performances, and related uses and activities. The RDA shall be responsible for the long-term operations and oversight of the Project in accordance with and subject to the provisions of the lease or use agreement and subject to the review and approval of the Administrative Control Board.

15. **Assignment.** No Party shall assign its rights or interests under this Agreement to any other Party or entity without the written consent of the other Parties being first obtained. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other Party shall be void.

16. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any prior negotiations, promises, inducements, representations or agreements pertaining to the subject matter hereof which are not set forth herein.

17. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective officers, employees, representatives, agents, successors and assigns.

18. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

19. **Default.** In the event of a default of this Agreement by any Party, said Party shall have 30 days to cure said default. The Parties agree to negotiate in good faith to resolve any and all conflicts. This Agreement shall not be terminated for default unless it can be shown that the defaulting Party acted in bad faith or with malice in causing the default. Should the services of any attorney be required to enforce this Agreement, the defaulting Party agrees to pay reasonable attorneys' fees and costs.

20. **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been provided on the date of personal service upon the Party for whom intended or upon receipt if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses. Any Party may change its address for notice under this Agreement by giving written notice to the other Party in accordance with the provisions of this paragraph.

For Centerville:

Centerville City
Attention: City Manager
250 North Main Street
Centerville, Utah 84014

For Bountiful:

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

For RDA:

Centerville Redevelopment Agency
Attention: City Manager
250 North Main Street
Centerville, Utah 84014

21. **Responsibility.** The Parties recognize and acknowledge that each Party is covered by the Utah Governmental Immunity Act, as set forth in *Utah Code Ann.* §§ 63-30d-101, *et seq.*, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement or in connection with the Project or Property. Each Party shall be solely responsible for providing workers compensation, wages and benefits for its own employees who may provide any assistance under this Agreement as required by law.

22. **No Separate Legal Entity.** No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration, it shall be administered by the Administrative Control Board created herein. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement.

23. **Third Parties.** This Agreement is not intended to benefit any person or entity not named as a Party hereto.

24. **Headings.** Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

25. **Force Majeure.** No Party to this Agreement shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the Party obligated to perform hereunder. Each Party shall

make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

26. **Non-Appropriations.** The Parties acknowledge the Utah Constitutional limitation on contracting for expenditures of revenues beyond the end of the fiscal years of the Parties. All terms and provisions of this Agreement shall be subject to such applicable Constitutional limitations. The terms and obligations set forth herein are subject to the RDA obtaining acceptable financing for the Project.

27. **Amendment.** This Agreement may only be amended in writing signed by the Parties hereto, in compliance with the approval provisions of Section 29.

28. **Counterparts.** This Agreement may be executed in counterparts by the Parties.

29. **Approval.** This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of *Utah Code Ann.* § 11-13-202.5, as amended. This Agreement shall be authorized and approved by resolution or ordinance of the legislative body of each Party in accordance with *Utah Code Ann.* § 11-13-202.5, as amended, and a duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with *Utah Code Ann.* § 11-13-209, as amended.

30. **Severability.** If any provision of this Agreement is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision hereof, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision shall be deemed to be effective, operative and entered into in the manner and to the full extent permitted by applicable law.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

"CENTERVILLE"

CENTERVILLE CITY

ATTEST:

Marilyn Holje
Marilyn Holje, City Recorder

By: Ronald G. Russell
Mayor Ronald G. Russell

APPROVED AS TO FORM:

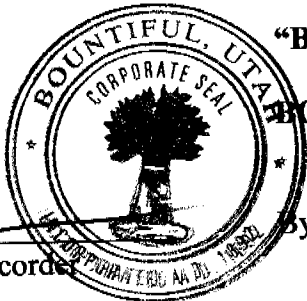
Lisa G. Romney
Lisa G. Romney, City Attorney

"BOUNTIFUL"

BOUNTIFUL CITY

ATTEST:

Kim Coleman
Kim Coleman, City Recorder



By: Joe Johnson
Mayor Joe Johnson

APPROVED AS TO FORM:

Russell L. Mahan
Russell L. Mahan, City Attorney

"RDA"

**REDEVELOPMENT AGENCY OF
CENTERVILLE CITY**

ATTEST:

Steve H. Thacker
Executive Director

By: Ronald G. Russell
Chair

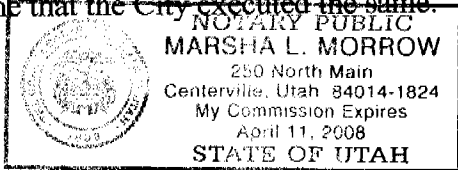
APPROVED AS TO FORM:

Randall S. Feil
Randall S. Feil, RDA Attorney

CENTERVILLE ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the 20th day of February, 2008, personally appeared before me Ronald G. Russell, who being duly sworn, did say that he is the Mayor of CENTERVILLE CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Ronald G. Russell acknowledged to me that the City executed the same.



Handwritten signature of Marsha L. Morrow, Notary Public.

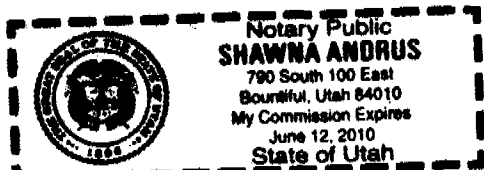
My Commission Expires: 4-11-08

Residing at: Centerville

BOUNTIFUL ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF DAVIS)

On the 4th day of March, 2008, personally appeared before me Joe Johnson, who being duly sworn, did say that he is the Mayor of BOUNTIFUL CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Joe Johnson acknowledged to me that the City executed the same.



Handwritten signature of Shawna Andrus, Notary Public.

My Commission Expires: 6/12/2010

Residing at: 790 S. 100 E. Bountiful

EXHIBIT "A"

PROPERTY DESCRIPTION

All of Lot 3 of the Centerville Corporate Park Subdivision.

EXHIBIT "B"

TAX INCREMENT REVENUE ESTIMATES

Table A.1: Centerville Gateway RDA Tax Increment Pro Forma and Debt Service Leverage Modeling

Centerville RDA Estimated Budget																						
Year	Actual Data										Projected											
	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Locality Assessed	\$ 27,862,320	\$ 32,631,370	\$ 45,308,820	\$ 44,505,440	\$ 45,165,860	\$ 53,729,300	\$ 52,899,980	\$ 52,899,980	\$ 58,804,677	\$ 66,898,947	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419	\$ 74,017,419
Personal Property	4,373,996	2,464,216	4,311,475	3,719,967	3,690,083	7,496,504	6,968,348	6,988,348	7,488,348	9,269,170	9,622,264	9,622,264	9,622,264	9,622,264	9,622,264	9,622,264	9,622,264	9,622,264	9,622,264	9,622,264	9,622,264	9,622,264
Centrally Assessed	141,379	138,936	72,500	72,696	55,847	62,745	55,649	55,649	55,649	62,745	62,745	62,745	62,745	62,745	62,745	62,745	62,745	62,745	62,745	62,745	62,745	62,745
Total Taxable Value	\$ 32,377,695	\$ 35,234,522	\$ 49,692,795	\$ 48,298,103	\$ 48,911,708	\$ 61,288,549	\$ 59,943,977	\$ 59,943,977	\$ 66,348,674	\$ 76,178,117	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428	\$ 83,702,428
Base Tax Value	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860	4,160,860
Marginal Value	36,556,555	39,415,382	53,853,656	52,456,863	53,072,650	65,451,409	64,104,837	64,104,837	70,509,534	80,411,722	87,863,288	87,863,288	87,863,288	87,863,288	87,863,288	87,863,288	87,863,288	87,863,288	87,863,288	87,863,288	87,863,288	87,863,288
Haircut	100%	100%	80%	80%	80%	80%	80%	80%	75%	75%	75%	75%	75%	75%	70%	70%	70%	70%	60%	60%	60%	60%
Incremental Value	36,556,555	39,415,382	43,082,924	41,967,090	42,458,120	52,361,127	51,283,670	48,078,628	52,882,151	60,308,792	65,897,466	65,897,466	61,504,302	61,504,302	61,504,302	61,504,302	61,504,302	61,504,302	52,717,973	52,717,973	52,717,973	52,717,973
Rate	0.011612	0.011790	0.011772	0.012243	0.012317	0.012644	0.011942	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967	0.011967
Total Incremental Tax	\$ 424,518	\$ 464,707	\$ 507,172	\$ 513,803	\$ 522,957	\$ 662,625	\$ 607,304	\$ 575,357	\$ 632,641	\$ 721,719	\$ 796,398	\$ 788,599	\$ 736,022	\$ 736,022	\$ 736,022	\$ 736,022	\$ 736,022	\$ 736,022	\$ 630,876	\$ 630,876	\$ 630,876	\$ 630,876
Cost Flow Division																						
Target Area Increment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 323,901	\$ 291,571	\$ 291,571	\$ 291,571	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Home Depot Increment						103,057	97,228	97,228	97,228													
RDA Administration Expense	21,226	23,235	25,358	25,650	26,148	33,103	30,385	28,768	31,642	36,086	39,430	39,430	36,801	36,801	36,801	36,801	36,801	36,801	31,544	31,544	31,544	31,544
Repayment to City for Land										99,174	99,174	99,174	99,174	99,174	99,174	99,174	99,174	99,174	99,174	99,174	99,174	99,174
Payment to Home Depot						77,292	72,921	72,921	72,921													
Payment to Target Entities						242,926	218,679	218,679	218,679													
Retained in Target Area						80,975	72,893	72,893	72,893													
Outside Target Area	\$ 424,518	\$ 464,707	\$ 507,172	\$ 513,803	\$ 522,957	\$ 305,050	\$ 285,367	\$ 255,018	\$ 309,627	\$ 586,455	\$ 649,991	\$ 649,991	\$ 600,047	\$ 600,047	\$ 600,047	\$ 600,047	\$ 600,047	\$ 600,047	\$ 500,158	\$ 500,158	\$ 500,158	\$ 500,158
Total Retained by RDA	\$ 424,518	\$ 464,707	\$ 507,172	\$ 513,803	\$ 522,957	\$ 366,625	\$ 358,260	\$ 327,918	\$ 362,520	\$ 586,455	\$ 649,991	\$ 649,991	\$ 600,047	\$ 600,047	\$ 600,047	\$ 600,047	\$ 600,047	\$ 600,047	\$ 500,158	\$ 500,158	\$ 500,158	\$ 500,158
South District Performing Arts Center										\$ 541,126	\$ 590,751	\$ 590,751	\$ 553,667	\$ 553,667	\$ 553,667	\$ 553,667	\$ 553,667	\$ 553,667	\$ 461,499	\$ 461,499	\$ 461,499	\$ 461,499
Remainder for RDA	\$ 424,518	\$ 464,707	\$ 507,172	\$ 513,803	\$ 522,957	\$ 366,625	\$ 358,260	\$ 327,918	\$ 362,520	\$ 48,329	\$ 59,240	\$ 59,240	\$ 46,355	\$ 46,355	\$ 46,355	\$ 46,355	\$ 46,355	\$ 46,355	\$ 36,659	\$ 36,659	\$ 36,659	\$ 36,659

Note 1: According to the Project Area Plan, no bonds may be issued after 15 years from adoption date which was 19 Sept 1998. (19 Sept 2004)
 Note 2: Target Area & Home Depot payment ends in 2008 (75%).
 Note 3: According to the Project Area Plan, increment ceases to flow to the RDA after 32 years from adoption. (19 Sept 2021)

Supportable Bond Size	\$ 5,000,000
Interest Rate	5.00%
Percent to SDPAC	92%
Sup. Bond with Rem. Rev.	\$ 418,000

Administration Rate	5%
Target Area Payment Rate	75%
Personal Property Ratio	13%

City/RDA Loan Rate	6%
Principal after 2008	\$ 677,957
Years after 2008	13

EXHIBIT "C"
RAP TAX REVENUE ESTIMATES

Table B.2: Quantification of RAP Tax Revenues

Centerville City & Bountiful City																			
Direct Taxable Sales (in thousands)																			
Category	Actual										Proposed								
	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	
Centerville City	\$ 117,528	\$ 144,536	\$ 150,970	\$ 151,539	\$ 154,739	\$ 175,100	\$ 204,375	\$ 225,094	\$ 268,275	\$ 240,815	\$ 341,410	\$ 381,006	\$ 422,738	\$ 464,798	\$ 508,298	\$ 552,709	\$ 597,203	\$ 642,268	
Bountiful City	279,660	272,732	275,036	282,819	289,135	320,049	299,806	296,535	356,142	352,530	348,113	357,992	367,596	378,367	389,214	398,662	409,279	420,395	
Total (in thousands)	\$ 397,188	\$ 417,268	\$ 426,006	\$ 434,358	\$ 443,874	\$ 495,149	\$ 504,181	\$ 521,629	\$ 624,417	\$ 593,345	\$ 689,523	\$ 738,999	\$ 790,334	\$ 843,185	\$ 897,513	\$ 951,371	\$ 1,006,481	\$ 1,062,663	

RAP Tax Generation (Actual \$)	\$ 397,188	\$ 417,268	\$ 426,006	\$ 434,358	\$ 443,874	\$ 495,149	\$ 504,181	\$ 521,629	\$ 624,417	\$ 593,345	\$ 689,523	\$ 738,999	\$ 790,334	\$ 843,185	\$ 897,513	\$ 951,371	\$ 1,006,481	\$ 1,062,663
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RAP Tax to Theatre (Actual \$)																			
Centerville City											\$ 307,269	\$ 342,906	\$ 380,464	\$ 418,319	\$ 457,469	\$ 497,438	\$ 537,482	\$ 578,041	
Bountiful City											313,302	322,193	330,837	340,548	350,293	358,796	368,351	378,355	
Total to Theatre Project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 620,571	\$ 665,099	\$ 711,301	\$ 758,867	\$ 807,762	\$ 856,234	\$ 905,833	\$ 956,397	

Assumptions	
RAP Tax Rate	0.10%
Percent of ZAP to Theatre	
Centerville	90%
Bountiful	90%
Sensitivity	90%

Bond Size Analysis	
Supportable Par Amount	\$ 5,106,000
Net Available for Construction	5,003,880
Cost of Issuance	102,120
Interest Rate	4.50%

Total RAP Tax Available to Theatre Project										
with Rem. Rev.										
Bond Size	Bond Size	RAP Rate	2008	2009	2010	2011	2012	2013	2014	2015
5,106,000	\$ 567,000	10%	68,952	73,900	79,033	84,319	89,751	95,137	100,648	106,266
4,539,000	1,134,000	20%	137,905	147,800	158,067	168,637	179,503	190,274	201,296	212,533
3,971,000	1,702,000	30%	206,857	221,700	237,100	252,956	269,254	285,411	301,944	318,799
3,404,000	2,269,000	40%	275,809	295,600	316,134	337,274	359,005	380,548	402,593	426,065
2,837,000	2,836,000	50%	344,762	369,499	395,167	421,593	448,756	475,685	503,241	531,331
2,269,000	3,404,000	60%	413,714	443,399	474,200	505,911	538,508	570,822	603,889	637,598
1,702,000	3,971,000	70%	482,666	517,299	553,234	590,230	628,259	665,959	704,537	743,864
1,134,000	4,539,000	80%	551,619	591,199	632,267	674,548	718,010	761,097	805,185	850,130
567,000	5,106,000	90%	620,571	665,099	711,301	758,867	807,762	856,234	905,833	956,397
-	5,673,000	100%	689,523	738,999	790,334	843,185	897,513	951,371	1,006,481	1,062,663



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**Minutes of the
BOUNTIFUL CITY COUNCIL**

February 11, 2020 – 6:00 p.m.

Present:	Mayor	Randy Lewis
	Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson, Chris Simonsen
	City Manager	Gary Hill
	Assistant City Manager	Galen Rasmussen
	City Engineer	Lloyd Cheney
	City Attorney	Clinton Drake
	Parks Director	Brock Hill
	Streets/Sanitation Director	Gary Blowers
	Streets Asst. Director	Charles Benson
	Police Chief	Tom Ross
	Recording Secretary	Maranda Hilton

Official notice of the City Council Meeting was given by posting an agenda at the temporary City Hall locations (805 South and 150 North Main Street) and on the Bountiful City Website and the Utah Public Notice Website and by providing copies to the following newspapers of general circulation: Davis County Clipper and Standard Examiner.

Work Session – 6:00 p.m.
South Davis Metro Fire Station Conference Room

Mayor Lewis called the meeting to order at 6:04 p.m. and welcomed those in attendance.

RAP TAX GRANT PROCESS REVIEW – MR. GALEN RASMUSSEN

Mr. Galen Rasmussen explained that the RAP Tax grant process currently includes a formal solicitation of applications annually from known interested local non-profit cultural and arts organizations along with a general announcement of grant fund availability through the City’s website. Applicants are provided with Program Guidelines which outline state-imposed standards for use of funds, Bountiful’s adopted eligibility requirements, the grant process, and the applicable timelines involved.

Applications first get reviewed by Staff to determine basic eligibility, and then eligible parties present their applications to the Parks, Recreation and Arts budget committee. In the past couple of years they have designated this responsibility to a subcommittee comprised of two elected officials and two staff members. Their recommendation then goes before the City Council for final approval or amendment.

At the Council retreat it was suggested that perhaps the criteria and process be reevaluated, adding a point system and/or changing the process of determining eligibility and allocations, etc.

Councilmembers asked Mr. Rasmussen questions about the eligibility criteria to better understand why certain criteria were in place and how they came about. They discussed the disparity between the State guidelines and the City guidelines regarding the need for eligible organizations to be located within the city they were receiving funding from. They discussed the funding of operating

1 costs versus funding only project costs with the grant. Many Councilmembers felt that amending the
2 guidelines to say that funding would only be available for project costs was a good idea.

3 Councilwoman Bahr asked how long 75% of the RAP tax would be used to pay the City back
4 for the development of Creekside Park, and Mr. Rasmussen answered that the current RAP tax
5 allocations are for a 10 year period, which began in 2016. Mr. Gary Hill added further clarification
6 that, after repayment to the City for Creekside Park costs, the 75% allocable share of RAP Tax funds
7 would be directed toward coverage of the development costs of the Bountiful Town Square property.

8 Councilwoman Bradshaw expressed concern that ongoing events were given funding priority
9 over one-time events, because this might cause ongoing events to become dependent on RAP tax
10 money and stifle new organizations and events from being able to gain traction and grow into
11 ongoing events.

12 The Mayor and Councilmembers liked the idea of developing a point system that would be
13 more objective in determining who to allocate funds to each year. Mr. Gary Hill and Mr. Rasmussen
14 said they would put together a preliminary point system based on the feedback they received and
15 email it to the Council to review.

16 Mr. Rasmussen asked if they would like to make any changes to the committees or the
17 process of the application review and the Council said no - they were all happy with how it is
18 currently working.

19
20 **LEGISLATIVE UPDATE – MR. GARY HILL**

21 Mr. Gary Hill briefly reviewed several bills that Councilmembers should be aware of during
22 this legislative session.

23 HB273 – This bill is of concern to the City because it aims to punish cities and elected
24 officials for purposefully voting against their own land use ordinances. It would make changes to the
25 ombudsman’s ability to enforce much higher penalties for any city or individual deemed guilty of
26 purposefully voting against their own land use decisions. It would strip away governmental
27 protections and could even go after specific individuals for reparations, lost revenues and attorney’s
28 fees. The House is very development-friendly and this bill could very well get passed, so Mr. Hill
29 advised the Council to reach out to our legislators in the City and let them know how they feel about
30 this bill.

31 There are also many water bills in session this term. The Utah League of Cities and Towns
32 (ULCT) is hoping to be proactive and develop their own list of options in regards to water
33 conservation so a heavy-handed conservation mandate from the State can be avoided along with any
34 penalization that follows from non-compliance. Mr. Hill is hopeful that this strategy will work
35 because water conservation happens at the city level so the State needs our cooperation in order to
36 obtain their objectives.

37 There are also a few bills that seek to make changes to eminent domain laws. Some seek to
38 allow it for trails and others seek to restrict it even more for cities. Mr. Hill was unsure if any of the
39 bills had a good chance of passing, but made Council aware they exist.

40 Councilwoman Bradshaw asked to have a letter drafted concerning HB273 that the Council
41 could sign and send to the representatives for Bountiful. Mr. Hill said that was a good idea and
42 agreed to draft the letter.

43
44 The meeting was closed at 6:58 p.m.
45
46

1
2
3 **Regular Meeting – 7:00 p.m.**
4 **South Davis Metro Fire Station Conference Room**
5

6 Mayor Lewis called the meeting to order at 7:01 p.m. and welcomed those in attendance. Mr.
7 Gary Blowers led the Pledge of Allegiance and President Rick Baker, First Counselor in the
8 Bountiful Utah Stake, offered a prayer.
9

10 **PUBLIC COMMENT**

11 The public comment section was opened at 7:06 p.m.

12
13 The public comment section was closed at 7:06 p.m.
14

15 **APPROVE MINUTES OF PREVIOUS MEETINGS HELD ON:**

16 **a. JANUARY 23 & 24, 2020 (COUNCIL RETREAT)**

17 **b. JANUARY 28, 2020**

18 Councilwoman Harris asked that an edit be made to the minutes from Friday, January 24th
19 regarding something she said about the RAP Tax allocations.

20 Councilwoman Harris made a motion to approve the minutes from January 23 & 24, 2020,
21 and for January 28, 2020, with the proposed edits. Councilman Higginson seconded the motion. The
22 motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.
23

24 **COUNCIL REPORTS**

25 Councilwoman Bradshaw reported that she is now on the Board of Lakeview Hospital and
26 would love for the Council to take a field trip to see all the new things that the hospital is doing. The
27 Council responded positively.

28 Councilman Simonsen reported that the Bountiful Service Council will be updating their
29 HAM radio system in order to be more prepared in the event of an emergency; the Air Force Jazz
30 Band will put on a free concert on March 25th at Bountiful High School; the Bountiful Food Pantry
31 distributes 2700 pantry packs each weekend to children who don't have enough food at home; and
32 local churches have come together this month to host and take care of the homeless. He also
33 announced that the Veteran's Park has received 1600 names for the Veteran's Wall and has raised
34 over \$800,000 in donations so far.

35 Councilwoman Harris reported that the TedXBountiful event went really well and she was
36 pleased how many people it brought into the community.

37 Councilwoman Bahr reported that she spent the previous day with the BCYC at the state
38 capitol and they had a wonderful time. She is very impressed with what a great group of kids they
39 are.

40 Councilman Higginson did not have a report.
41

42 **BCYC REPORT**

43 Brennen Sandberg (Bountiful High) reported that he enjoyed his day spent at the Capitol
44 building. He was happy that since taking an entrepreneurship course in school he understood much of
45 what was discussed in the business meetings.

1 Emma Moulton (Bountiful High School) said she attended a meeting about education and
2 government spending and also one on domestic violence. She found it fascinating and it has sparked
3 within her a desire to do an internship there.
4

5 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES GREATER THAN \$1,000 PAID**
6 **JANUARY 20 & 27, 2020**

7 Councilman Simonsen made a motion to approve the expenditures paid January 20 & 27,
8 2020 and Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr,
9 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

10
11 **CONSIDER APPROVAL OF A CONCESSIONAIRE CONTRACT WITH FUNDRACER**
12 **EVENTS MANAGEMENT FOR BOUNTIFUL RIDGE GOLF COURSE – MR. BROCK**
13 **HILL**

14 Mr. Brock Hill explained that the concessionaire previously serving patrons at the Bountiful
15 Ridge Golf Course left in November 2019, so they have been looking for a replacement since then.
16 They feel FundRacer Events Management will be a good fit and represent the golf course and the
17 City well. After meeting with them they have come to the following terms; rent will be \$25,000/year
18 or 15% of annual sales (whichever is greater), FundRacer will operate the restaurant in the clubhouse
19 as well as do catering for events and run a food service cart on the course, they will do additional
20 marketing to bring more tournaments and events to the golf course, and the contract will be for three
21 years with an option to renew for an additional two years at the end of it. He explained that they
22 toured the facility and will use the appliances and equipment that was left by the previous company,
23 and if they require any changes they will fund those themselves.

24 Councilman Higginson made a motion to approve the contract with FundRacer Events and
25 Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers Bahr,
26 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

27
28 **CONSIDER APPROVAL OF THE REBUILD OF THE CARLSON EZIV SCREED BY**
29 **GOODFELLOW CORPORATION IN THE AMOUNT OF \$72,580 – MR. GARY BLOWERS**

30 Mr. Gary Blowers explained that a part on the road paver they use to pave and patch City
31 streets is no longer in functioning condition. The screed sits on the back of the paving truck and
32 operators adjust it to ensure the new asphalt is smooth and compact as it goes down. The screed has
33 been worn down to the point that it can no longer be adjusted adequately anymore. The process of
34 wear has been sped up lately due to the amount of paving and patching done.

35 The repair needed is more than the City shops can handle, so they asked Goodfellow (the
36 local specialist for this brand) to look at it and they recommended either replacing the screed or
37 repairing it. Replacing it would cost \$111,000, and repairing it would cost \$72,580. The Streets
38 Department feels that repairing it is sufficient so they recommend that option.

39 The repair is more expensive than their expected yearly maintenance, so they will reduce
40 other expenditures in order to stay within budget this year.

41 Councilman Higginson made a motion to approve the rebuild of the Carlson EZIV screed in
42 the amount of \$72,580 and Councilman Simonsen seconded the motion. The motion passed with
43 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

44
45 **ADJOURN**

1 Councilman Higginson made a motion to adjourn and Councilwoman Bahr seconded the
2 motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen
3 voting “aye”.

4

5 The regular session of City Council was adjourned at 7:32 p.m.

Mayor Randy Lewis

City Recorder

PENDING

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
February 3 & 10, 2020

Author: Tyson Beck, Finance Director

Department: Finance

Date: February 25, 2020

Background

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.

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 paid
February 3 & 10, 2020.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid February 3, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,242.24	213544	54V48520	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,474.80	213544	54V48620	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,474.80	213544	55I33420	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,474.80	213544	55I33520	Tree Trimming
1473	BROKEN ARROW INC	Streets	104410 441100	Special Highway Supplies	40,829.06	213547	32567	Road Salt
1585	CARSON ELEVATOR COMP	Water	515100 426000	Bldg & Grnd Suppl & Maint	2,746.71	213551	J56272	Feb. 2020 Elevator Service
1596	CATE RENTAL & SALES,	Storm Water	494900 425000	Equip Supplies & Maint	1,221.86	213552	Z27120	Misc.Parts
11488	CENTRAL SQUARE	Enhanced 911	104219 428000	Telephone Expense	4,000.00	213553	265460	E911 Server Navigation
1615	CENTURYLINK	Enhanced 911	104219 428000	Telephone Expense	3,522.28	213554	01222020	Acct # 801-578-0401 452B
2199	FORCE AMERICA, INC.	Streets	104410 425000	Equip Supplies & Maint	1,683.27	213579	001-1393532	Auger/ Spreader Motors
2199	FORCE AMERICA, INC.	Streets	104410 425000	Equip Supplies & Maint	1,873.26	213579	001-1398455	Spreader Controls
2579	IDENTIFIX INC	Streets	104410 425000	Equip Supplies & Maint	1,428.00	213593	74940-20	Annual Subscription // Customer ID # 74940
2642	INTERWEST SUPPLY COM	Parks	104510 425000	Equip Supplies & Maint	1,064.40	213597	IN0081364	Misc.Parts
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	1,886.43	213601	378810	Road Base
8404	MAIN STREET INVESTME	Legislative	454110 472100	Buildings	8,779.50	213607	02032020	March 2020 Rent for City Hall
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	3,144.35	213611	S103399909.001	Misc.Parts
11060	PRIME FIELD SERVICE	Light & Power	535300 448627	Echo Hyrdo	9,767.68	213629	021441	Replace Wear Plates for all Turbines
5553	PURCELL TIRE AND SER	Landfill	575700 425000	Equip Supplies & Maint	1,143.00	213635	2894066	Tires
5553	PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	2,311.35	213635	2894208	Tire Service
4775	ROCKY MOUNTAIN VALVE	Water	515100 448400	Dist Systm Repair & Maint	9,990.13	213642	8890-11945	Valves
3816	SAGE SOFTWARE. INC.	Light & Power	535300 431000	Profess & Tech Services	2,607.07	213646	A-S00068999-2020	ACCPAC Renewal // Acct# 4000292400
3951	SMITH POWER PRODUCTS	Streets	104410 425000	Equip Supplies & Maint	1,650.64	213651	3105034	Parts for Fire Truck
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	4,465.00	213657	1487464	Chlorine
4202	THURGOOD, MARLOW D.	Engineering	104450 423000	Travel & Training	1,238.97	213658	01282020	Trvl&Train Expense Utah Chapter of ICC in StGeorge
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,022.58	213659	0302396	Bulk Oil for Shop
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	17,553.80	213659	0302361	Fuel
5170	TRITECH FORENSICS	Light & Power	535300 445201	Safety Equipment	1,350.06	213661	221512	First Aid Bleed Kits
4281	TWIN D INC.	Storm Water	494900 462400	Contract Equipment	42,515.55	213663	18650	Storm Drain Cleaning and Inspection
11502	VAR TECHNOLOGY	Information Technology	104136 429200	Computer Software	4,974.31	213674	10183584	Contract # 100-5591161-001
5431	VIKING-CIVES MIDWEST	Landfill	575700 425000	Equip Supplies & Maint	2,250.00	213676	89214	Hoist Cylinder for Landfill
4528	WAXIE SANITARY SUPPL	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,212.20	213680	78845821	TP
4536	WEBER-BOX ELDER	Light & Power	535300 448628	Pineview Hydro	1,921.57	213681	01282020	4Q Generation
7732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,095.00	213684	104200	Janitorial Cleaning for January 2020
TOTAL:					<u>201,914.67</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid February 10, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INCORPO	Recycling	484800 431550	Recycling Collectn Service	35,996.58	213693	02012020	January 2020 Recycling Fees
1178	APPLIED GEOTECHNICAL	Streets	454410 473500	Road Reconstruction	6,300.00	213700	1190920-01	Geotechnical Investigation on 1000 N. Reconstructi
1201	ASCENT CONSTRUCTION	Legislative	454110 473100	Improv Other Than Bldgs	843,845.88	213701	1825-5	Project # 1825 Bountiful City Hall
1230	AUTOMATED ACCOUNTING	Light & Power	535300 431000	Profess & Tech Services	4,625.61	213702	16932	FYE Work to Repair Problems
1395	BODY WORKS UNLIMITED	Liability Insurance	636300 451150	Liability Claims/Deductible	1,266.80	213710	12192019	Accident Repair to Police Vehicle
11506	BRAHMA GROUP	Light & Power	535300 448627	Echo Hyrdo	144,945.00	213712	1320-0002-1	Repair to concrete

1473	BROKEN ARROW INC	Streets	104410	441100	Special Highway Supplies	20,747.75	213713	32743	Road Salt
1473	BROKEN ARROW INC	Streets	104410	441100	Special Highway Supplies	20,967.46	213713	32723	Road Salt
11505	CROUCH, MICHAEL R.	Finance	104140	428000	Telephone Expense	10,000.00	213727	02052020	Reimbursed for rehab of the former Maybe Home
1889	DAVIS COUNTY GOVERNMENT	Police	104210	431600	Animal Control Services	9,027.35	213731	104580	Jan.2020 Animal Control Service
11524	DISASTER DOCTORS	Golf Course	555500	426000	Bldg & Grnd Suppl & Maint	2,029.18	213735	2539	Water Mitigation Services
5281	DOMINION ENERGY UTAH	Light & Power	535300	424002	Office & Warehouse	1,132.17	213737	02012020B	Acct # 1067495449
5281	DOMINION ENERGY UTAH	Streets	104410	427000	Utilities	1,642.14	213737	02012020H	Acct # 3893910000
5281	DOMINION ENERGY UTAH	Water	515100	427000	Utilities	1,803.35	213737	02012020L	Acct # 9591363682
5281	DOMINION ENERGY UTAH	Light & Power	535300	448613	Plant	2,074.96	213737	02012020B	Acct # 1067495449
5281	DOMINION ENERGY UTAH	Police	104210	427000	Utilities	4,126.97	213737	02012020A	Acct # 3401140000
5281	DOMINION ENERGY UTAH	Light & Power	535300	448611	Natural Gas	9,738.42	213737	02012020C	Acct # 6056810000
11484	EAST PENN MANUFAC	Streets	104410	425000	Equip Supplies & Maint	1,746.77	213741	641406	Battery Stocking Orders
11504	ED KENLEY FORD	Parks	454510	474500	Machinery & Equipment	34,526.02	213742	C22917	2020 F-150 VIN # 1FTFW1E41LKD47355
2055	ELECTRICAL CONSULTANT	Light & Power	535300	448639	Substation	13,490.00	213745	86001	Project # BCP-012 138kV Transformer #2 Replacement
2329	GORDON'S COPYPRINT	Legislative	104110	422000	Public Notices	1,786.80	213759	B29794	Newsletters for February 2020
2386	HABITAT PRESERVES, I	Redevelopment Agency	737300	426100	Special Projects	2,100.00	213761	3370	Trimmed trees and removed dead areas&Cleaned up
2386	HABITAT PRESERVES, I	Redevelopment Agency	737300	426100	Special Projects	5,700.00	213761	3369	Trimming Trees & Clean Equipment
5458	HANSEN, ALLEN & LUCE	Landfill	575700	431300	Environmental Monitoring	1,983.55	213763	41496	Professional Fees for 12/16/2019-1/15/2020
2501	HOGAN & ASSOCIATES C	Legislative	454110	473100	Improv Other Than Bldgs	563,430.23	213765	12-2019	Project Bountiful Downtown Plaza
6959	JANI-KING OF SALT LA	Light & Power	535300	424002	Office & Warehouse	1,775.00	213775	SLC02200074	February 2020 Cleaning Service
2719	JMR CONSTRUCTION INC	Redevelopment Agency	737300	426100	Special Projects	8,228.20	213779	2-2020	Work on 200 South Parking Lot
5549	JRCA ARCHITECTS,INC	Legislative	454110	473100	Improv Other Than Bldgs	16,827.53	213781	18034-08	Bountiful City Hall Remodel
8635	LARSEN LARSEN NASH &	Legal	104120	431100	Legal And Auditing Fees	3,150.00	213783	01312020	Public Defender Fees for 1/2020
2937	LEWIS, YOUNG,	Legislative	104110	461000	Miscellaneous Expense	1,125.00	213785	2019-0099B	Consulting Fees for Bountiful City Tax Audit
2937	LEWIS, YOUNG,	Redevelopment Agency	737300	431000	Profess & Tech Services	1,125.00	213785	2019-0099B	Consulting Fees for Bountiful City Tax Audit
3200	MOUNTAIN WEST TRUCK	Streets	104410	425000	Equip Supplies & Maint	1,266.00	213793	2367	Coolant Pipes and hother Misc.Parts
3348	OFFICE DEPOT	Police	104210	424000	Office Supplies	1,865.94	213799	436647152001	Office Supplies
10876	PACE ANALYTICAL	Water	515100	431000	Profess & Tech Services	1,116.00	213803	2035341650	Lab Fees
6148	PLANT, CHRISTENSEN &	Liability Insurance	636300	431000	Profess & Tech Services	1,462.62	213808	65442	Legal Services
11060	PRIME FIELD SERVICE	Light & Power	535300	448627	Echo Hyrdo	36,475.00	213809	021452	Macroepoxy Turbines
11060	PRIME FIELD SERVICE	Light & Power	535300	448627	Echo Hyrdo	89,275.00	213809	021453	Coat Penstock
11060	PRIME FIELD SERVICE	Light & Power	535300	448627	Echo Hyrdo	96,625.00	213809	021451	Ceramic Coating
5553	PURCELL TIRE AND SER	Streets	104410	425000	Equip Supplies & Maint	2,193.60	213811	2893045	Tire Service
5553	PURCELL TIRE AND SER	Streets	104410	425000	Equip Supplies & Maint	2,458.08	213811	2894679	Tires
11382	SKYVIEW TESTING	Light & Power	535300	448627	Echo Hyrdo	4,500.00	213820	3129A	UT Inspection for Penstock Tubing
4171	THATCHER COMPANY	Water	515100	448000	Operating Supplies	2,348.42	213836	1487762	TChlor Treatment Plant
4217	TITLEIST	Golf Course	555500	448240	Items Purchased - Resale	1,492.82	213838	908612846	Golf GLOves
4229	TOM RANDALL DIST. CO	Streets	104410	425000	Equip Supplies & Maint	1,505.15	213839	0303022	Windshield Washer Fluid in Bulk
4229	TOM RANDALL DIST. CO	Streets	104410	425000	Equip Supplies & Maint	18,288.32	213839	0302896	Fuel
4450	VERIZON WIRELESS	Police	104210	428000	Telephone Expense	2,149.34	213850	9846884382	Acct # 771440923-00001
5361	WATTS STEAM STORE UT	Landfill	575700	426000	Bldg & Grnd Suppl & Maint	1,149.00	213853	26328	Heater Cleaning for Landfill
						TOTAL:			<u>2,041,434.01</u>

City Council Staff Report

Subject: Preliminary and Final Approval of a P.U.D. Plat Amendment at The Domaine at Highland Oaks, Unit 7
Author: Lloyd Cheney, City Engineer
Address: 3865 South 600 East
Date: February 25, 2020



Description of Request

Justin Merkley and the Home Owners Association of The Domaine at Highland Oaks are requesting approval for an amendment to the P.U.D. through an adjustment of the platted location for Unit 7 of the development. As proposed, Unit 7 would remain the same size and be moved 10 feet to the Southeast.

Background and Analysis

The Domaine at Highland Oaks is an 11 unit development located in the R-F subzone, just east of Bountiful Boulevard at approximately 3800 South. This development was originally platted in 1997, and a similar modification to Unit 2 was approved in 2007 which allowed the proposed building location to be modified from the original plat. Currently, 10 of the 11 units have been constructed, with Unit 7 as the last to be built. The Homeowners Association supports the proposed modification.

As Mr. Merkley has prepared for the construction of his proposed home, several issues have been identified:

- The existing frontage and access to the building pad is very restrictive. As is typical with most P.U.D.s, the cul-de-sac diameter is significantly smaller (70 ft diameter) than a standard cul-de-sac on a public street (108 ft diameter). While the developers benefit from the reduced construction cost, the net result is less frontage for each unit with access from the cul-de-sac.
- The proximity of Units 7 and 8 on the original plat did not account for grading and construction of retaining walls required for each unit.

Mr. Merkley has previously applied for a Variance at this location, but no action has been taken pending the approval of this amendment. Regardless of the location for the construction of Unit 7, a variance for construction on slopes exceeding 30% will be necessary. After reviewing Mr. Merkley's initial site plan, staff finds that relocation of the building pad would result in minor modifications to the building elevations and retaining wall heights, and would allow reasonable access for construction. Based on the applicant's initial site plan, Staff believes that the resultant change in grading of the hill side is acceptable since the hillside is generally covered in native grasses, and would not disturb any nearby stands of native oak brush.

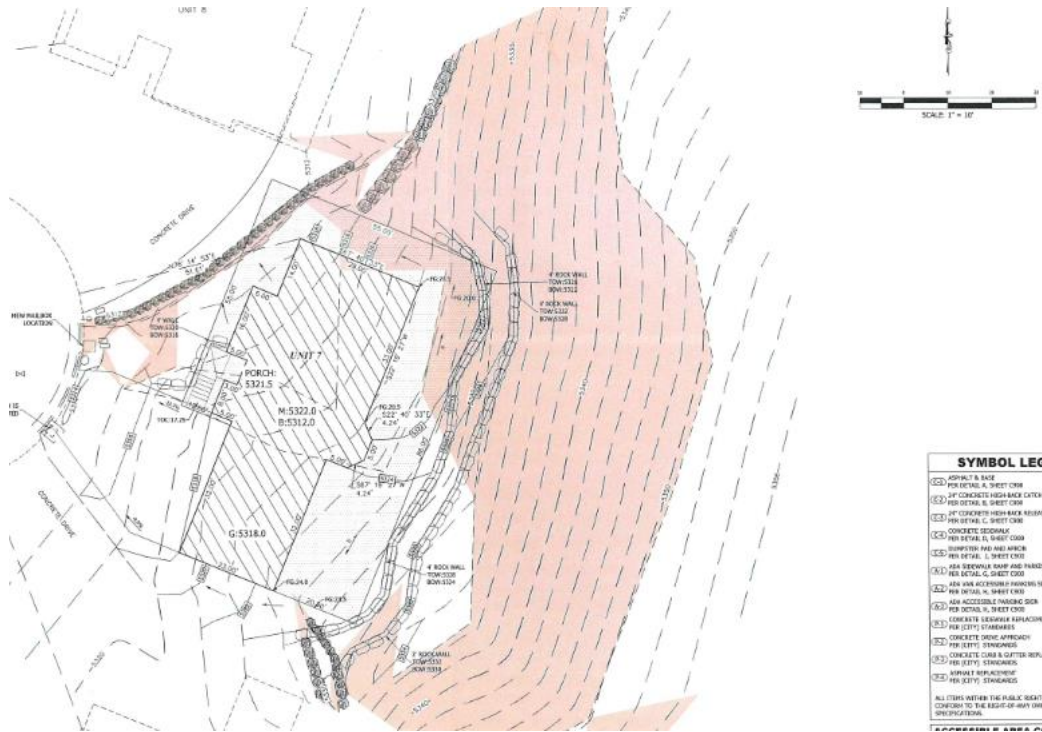


Figure 1 Unit 7 Original Site Plan Shaded are indicates slopes >30%

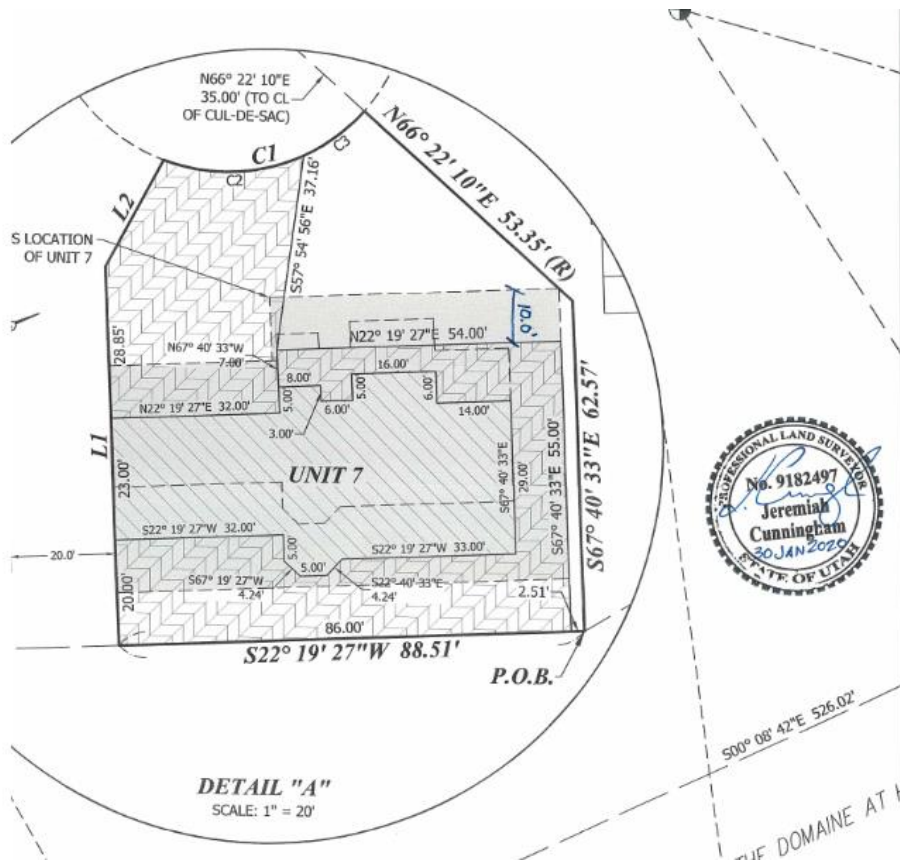


Figure 2 Proposed Relocation of Unit 7

Department Review

This proposal has been reviewed by the Engineering and Planning Departments and by the City Attorney.

Significant Impacts

Construction of a single family residence at this location will require a Variance. This will be presented to the Planning Commission at a future date.

Recommended Action

Staff recommends that the City Council accept the Planning Commission's recommendation for Preliminary and Final Approval of a P.U.D. Plat Amendment at The Domaine at Highland Oaks, Unit 7, subject to the following conditions:

1. Complete any and all redline corrections on the Plat.
2. Pay recording fees in the amount determined by the City Engineer.

Attachments

None

City Council Staff Report

Subject: Golf Course Concessionaire - Revised

Author: Brock Hill

Department: Golf Course

Date: 25 February 2020



Background

Bountiful Ridge Golf Course has been listed and ranked as one of the best courses in Davis County and Northern Utah. The staff at Bountiful Ridge is dedicated to the long time established values of personalized customer service, sustainable and consistent maintenance practices, and well trained and engaged employees.

For the past 16 years, Western Food Services, doing business as Red Onion, has been providing concessionaire and catering services at Bountiful Ridge Golf Course. In September 2019, we were notified that they would no longer be providing those services and would be closing their doors to business in November 2019. In addition, Western Food Services committed to leave the equipment that they had purchased over the years, at the course. The estimated value is approximately \$35,000 which includes restaurant equipment, a grill, tables and chairs, beverage cart, and sound system.

Analysis

It is necessary to revisit the previously approved Golf Course Concessionaire contract due to requested changes by the contracting food service company.

The revisions are minor and include changes to the company name (same company just using the parent company name instead), the designated signee (CEO will be signee), clarifications to whom is responsible for equipment maintenance and/or repairs, who is responsible for the purchase of new equipment, if deemed necessary; clarifications to cleaning and general building maintenance and cleaning, clarifications to how Concessionaire employees are managed, and the addition of Exhibit C which is a list of City owned existing equipment available for use by the Concessionaire.

Significant Impacts

With the golf season approaching quickly, it is important that we have a concessionaire on site, equipped, staffed, supplied and prepared to receive patrons.

Department Review

The review was completed by the Parks, Golf, and Legal Departments

Recommendation

Staff recommends that the City enter into a concessionaire contract as revised with EMSG Food Services, Inc. for the contract length of 3 years with an option to extend for 2 more years, and authorize Mayor Randy Lewis to sign the service contract.

Attachments

Golf Course Concessionaire revised contract
EMSG Food Service Inc. proposal (available upon request)

Bountiful Ridge Golf Course Concession Lease

This Lease is entered into this 10th day of January, 2012, between **Bountiful** City, a municipal corporation of the State of Utah, of 795 South Main Street, Bountiful, Utah 84010, hereinafter "City", and **EMSG Food Services, Inc.**, a Utah corporation, with offices at 640 W. 1100 S, Suite 4, Ogden, Utah 84404, hereinafter "Concessionaire".

WITNESSETH

WHEREAS, Concessionaire desires to operate a restaurant concession business at the Bountiful Ridge Golf Course, and

WHEREAS, City desires to engage Concessionaire for such services;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Lease, it is agreed by the parties hereto as follows:

1. The City hereby leases exclusively to Concessionaire, and Concessionaire agrees to operate a restaurant concession at the Bountiful Ridge Golf Course for a period of three (3) years, renewable for one, two (2) year period, upon mutual agreement of both parties.
2. The restaurant concession services provided by Concessionaire shall consist of the services and requirements listed on Exhibit "A", Scope of Services, attached hereto and incorporated by reference. The areas leased to Concessionaire are the kitchen, restaurant, banquet, and balcony areas.
3. For such concession rights, Concessionaire shall pay the City a fee as specified in Exhibit "B", Schedule of Fees, attached hereto and incorporated by reference.
4. For such consideration, Concessionaire shall furnish all manpower and any additional equipment and/or furnishings deemed necessary by Concessionaire to complete the requirements and conditions of this Agreement.

5. Concessionaire shall carry the following insurance coverage:

a) Worker's Compensation sufficient to cover all Concessionaire's employees pursuant to Utah State Statutes.

b) Comprehensive general liability insurance with the City named as and additional insured in the minimum amounts of \$2,000,000/\$2,000,000 for bodily injury and \$2,000,000/\$2,000,000 for property damage. The policy must provide that coverage thereunder will not be canceled or reduced without at least thirty (30) days prior written notice to the City.

c) Fire and extended coverage insurance upon its furniture, furnishings, fixtures and equipment to the full insurable value of same.

d) Concessionaire will furnish Certificates of Insurance verifying the foregoing concurrent herewith and thereafter as requested.

In the event that governmental immunity limits are subsequently altered by legislation or judicial opinion, the Concessionaire will be required to provide a new Certificate of Insurance within thirty (30) days of being notified thereof in writing by the City, certifying coverage in compliance with the modified limits or, if no new limits are specified, in such an amount as may be reasonably acceptable to the Bountiful City Attorney's Office.

6. The City may, without prejudice to any right or remedy, terminate this Agreement for cause or in the event Concessionaire fails to fulfill, in a timely or satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and fails to cure any default after thirty (30) days written notice from the City of such default or breach. If Concessionaire is declared to be bankrupt or insolvent according to law, or if any assignment of its property is made for the benefit of creditors, then in either of said cases or events this Agreement may be terminated and the City may, at its option, immediately or at any time thereafter, without demand or notice, enter into, and upon, the premises leased or any part thereof, and repossess the same, and expel said Concessionaire and those claiming by, through, or under it, and remove its effects, without being

deemed guilty of trespass and without prejudice to any remedy which otherwise might be available for non-payment of rent, or following a breach of covenant.

7. This Agreement shall be subject to cancellation or termination by either party under the following conditions:

a) City's cessation of use or abandonment of the Bountiful Ridge Golf Course.

b) The default of or failure to perform any of the duties, responsibilities or covenants contained in this Agreement or the attached exhibits which are attached hereto and incorporated by reference. Failure of the other party to remedy its default, for a period of sixty (60) days after written notice to remedy the same has been provided shall be grounds for immediate cancellation or termination.

c) Concessionaire may cancel this Agreement with sixty (60) days prior written notice to the City for reasons of financial duress. Concessionaire must show a net loss during the prior four (4) months of operation and provide the City any requested documentation demonstrating such

8. Concessionaire shall obey all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA), and the Americans with Disabilities Act (ADA). Any violation of Federal or State law by Concessionaire, in its performance hereunder, shall constitute a breach of this Agreement. Concessionaire shall hold the City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by the City as a result of Concessionaire's violation.

9. Concessionaire, for itself, its successors and assigns, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder.

10. Concessionaire shall indemnify, save harmless and defend the City, its agents and employees from and against all claims, damages, demands, actions, costs and charges, for injury, death, property damage and other liabilities, including attorney's fees, arising out of or by reason of any act or failure to act by Concessionaire hereunder, or the operation of Concessionaire's business.

11. Concessionaire is not an employee of the City for any purpose whatsoever. The Concessionaire is an independent contractor at all times during the performance of the services specified.

12. This Agreement shall not be assigned by either party without the prior written consent of the other. In the case of an assignment to a wholly-owned affiliate or subsidiary; said prior written consent shall not be unreasonably withheld provided Concessionaire provides the City timely written notice and provides any documentation requested by the City. .

13. In the event of a dispute, the prevailing party shall be entitled to an award of its attorney fees and costs.

14. This Agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

15. This Agreement shall be enforced in and governed by the laws of the State of Utah.

EXHIBIT "A"

Scope of Services

Concession Lease - Bountiful Ridge Golf Course

I. General Conditions

- A. Concessionaire shall be registered with the Utah State Division of Corporations and Commercial Code.
- B. Concessionaire is an independent contractor. Concessionaire shall provide full time and/or part-time employees who are properly trained to operate all equipment to be used in performance of this Agreement and to perform the services outlined in accordance with City requirements.
- C. Concessionaire shall assume full responsibility for damage to City property caused by negligence or abuse by Concessionaire's employees or equipment, as determined by designated City personnel.

II. Responsibilities of the Concessionaire

Concessionaire shall provide the services listed below and conform with the conditions of the Agreement which shall include, but may not be limited to, the following:

A. Description of Concession

1. During the term of this Agreement, Concessionaire shall be granted the exclusive right, at the Bountiful Ridge Golf Course, to operate a restaurant concession serving food and non-alcoholic beverages to all patrons of said golf course as well as the general public. Any exceptions must be specifically approved in writing by the golf professional. Additionally, Concessionaire is authorized to serve alcohol at the concession, provided that Concessionaire secures a proper license from the City to do so and complies with all applicable State laws, City ordinances and applicable regulations. Any significant change in the liquor laws of the State of Utah shall result in a renegotiation of any part of this Agreement dealing with the sale of alcohol.
2. In the event of conflict between the Concessionaire herein and any other lessee or concessionaire at Bountiful Ridge Golf Course as to the items and merchandise to be sold by the respective concessionaires or lessees, Concessionaire agrees that the City shall make the final decision as to which items or merchandise may be sold. However, the purpose of this Lease is to grant Concessionaire the exclusive right to provide restaurant concessions at the Bountiful Ridge Golf Course. Concessionaire agrees to be bound by the decision of the City.

B. Investment by Concessionaire

The parties agree that: (a) Bountiful City shall provide the Concessionaire with the equipment and/or appliances identified in Exhibit C, attached hereto and incorporated herein by this reference; (b) the equipment and appliances listed on Exhibit C shall remain the property of Bountiful City; (c) Concessionaire agrees not to remove any of Bountiful City's equipment and/or appliances, without the express written consent of the City's golf professional; (d) except in the case of willful or negligent acts by Concessionaire it's employees, agents and assigns, all repair costs and/or expenses that are a result of regular use and wear and tear of the equipment and/or appliances listed on Exhibit C shall be the responsibility of Bountiful City; (e) all repairs of equipment and/or appliances listed in Exhibit C shall be proposed by Concessionaire and approved in writing by the City's Golf Professional or another authorized Bountiful City representative prior to any costs or expenses being incurred to repair such equipment and/or appliances; (f) all equipment and/or appliances listed on Exhibit C are in good working order at the commencement of this agreement.

The Parties further agree that any additional equipment and/or appliances, which Concessionaire deems necessary to operate the food services and restaurant concessions business at Bountiful Ridge, shall be provided by Concessionaire at Concessionaire's sole expense. Such additional equipment shall remain property of Concessionaire.

Concessionaire shall be responsible for performing routine cleaning and regular upkeep of all equipment and fixtures required for its performance hereunder, regardless of whether it is property of Bountiful City or Concessionaire. If concessionaire fails to regularly clean and maintain the fixtures and equipment, Concessionaire shall be responsible for all maintenance and repair costs to said equipment. Concessionaire shall keep records and documentation of its cleaning and maintenance schedules and shall provide them to the City upon the City's request. If Concessionaire fails to keep and/or provide schedules and documentation of cleaning and day to day maintenance, Concessionaire shall be responsible for all repairs and/or replacement costs. All equipment, fixtures and related items shall be subject to the approval of the City-County Board of Health and the City's golf professional. Following the initial installation, Concessionaire shall make no alterations, additions or replacements without obtaining the City's written approval prior to making such changes.

C. Hours of Operation

Hours of operation shall be as set by the reasonable discretion of the golf professional.

D. Type of Operation

Concessionaire shall maintain and operate the concessions in a first-class manner and shall keep the leased premises in a safe, clean, orderly and inviting condition at all times, satisfactory to the City. The restaurant shall be operated as a convenience to the golfing public and the public in general; therefore, all food, drink, beverages, confections and other items sold or kept for sale under this

Agreement shall be of high quality and must conform to Federal, State and Municipal food laws, ordinances and regulations. Concessionaire shall maintain a continuous City Restaurant License and shall maintain said restaurant to Grade A standards. The service shall be prompt, clean, courteous and efficient. All food and other merchandise kept for sale shall be subject to inspection by the City.

E. Concessionaire's Employees

1. Concessionaire shall retain an active, qualified, competent, and experienced manager at the golf course to supervise the concession operations, and the manager must be authorized to represent and act for the Concessionaire.
2. Concessionaire's employees shall be clean, courteous, efficient, and neat in appearance at all times. Concessionaire shall not employ any person or persons in or about the leased premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The City may express concerns or recommend for removal any employee whose conduct the City feels is detrimental to the best interest of the City. Concessionaire shall retain final decision authority regarding discipline, hiring, and firing decisions related to Concessionaire's employees. The Concessionaire agrees to keep the City informed as the actions taken to remedy the concerns of the City.

F. Garbage Disposal

The City shall provide garbage removal.

G. Quality, Price and Product Control

Concessionaire shall serve and dispense quality foods and products with adequate portions at reasonable prices comparable to those maintained at other similar restaurants and food dispensing concessions along the Wasatch Front.

It is the responsibility of the Concessionaire to keep leased areas, tables, chairs, trash cans, etc., clean and orderly, free from food waste, refuse, and debris at all times to the satisfaction of the City.

H. Inspection

Concessionaire shall allow the City's authorized representative access to the premises leased exclusively to Concessionaire, at all reasonable hours, for the purpose of examining and inspecting said premises for purposes necessary, incidental to, or connected with, the performance of its obligations hereunder or in the exercise of its governmental functions.

I. Ingress and Egress

Subject to regulations governing the use of the designated golf course, Concessionaire, its agents

and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of ingress to and egress from the premises leased exclusively to Concessionaire.

J. Redelivery

Concessionaire shall make no unlawful or offensive use of said premises and shall, at the expiration of the term of this Agreement, or upon any sooner termination, without notice, quit and deliver up said premises to the City and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same now are or may hereafter be placed by Concessionaire, or the City.

K. Signs

Concessionaire shall not erect, install, operate or permit to be erected, installed or operated in or upon the premises any sign or other similar advertising device without first having obtained prior written approval of the City's golf professional. The cost of such installation and operation shall be borne by Concessionaire.

L. Cost of Operation

Concessionaire shall maintain its equipment, and any additional equipment it may bring to the premises. Concessionaire shall bear, at its own expense, all costs of operating the concession and shall pay, in addition to the rental fees, all other costs connected with the use of the leased premises and facilities, including maintenance (except building structure and outside walls and roof), insurance, and any and all taxes, janitor service and supplies, and all permits and licenses required by law. City shall provide and pay for the utility costs of natural gas, power and water.

M. Damage to Premises

If the premises leased to Concessionaire are partially damaged by fire, explosion, the elements, the public enemy, or other casualty, but not rendered untenable, the same shall be repaired with due diligence by the City at its own cost and expense. If the damage is so extensive, in the opinion of the City's golf professional, that such damage renders the leased premises untenable, but capable of being repaired in thirty (30) days, the damage shall be repaired with due diligence by the City at its own cost and expense, and the rent payable shall be proportionately paid up to the time of such damage and thereafter cease until such time as the premises are fully restored.

If the premises, in the opinion of the golf professional, are destroyed by fire, explosion, the elements, the public enemy or other casualty, or so damaged that they shall remain untenable for more than thirty (30) days, the City shall be under no obligation to repair and reconstruct

the premises, and rent payable under this Agreement shall be proportionately paid up to the time of such damage or destruction, and shall then cease until such time as the premises may be fully restored. If within twelve (12) months after the time of such damage or destruction, the premises have not been repaired or reconstructed, Concessionaire shall give the City written notice of its intention to cancel the Agreement in its entirety as of the date of such damage or destruction.

N. Rules and Regulations

The City shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the designated golf course and related facilities which the Concessionaire shall observe and obey.

O. Termination

Upon termination of this Agreement through passage of time or otherwise, all right, title of interest of Concessionaire in or to any of the leasehold improvements and fixtures, including carpets, which have been affixed to the real property constituting the leased premises shall immediately be vested in the City. All other personal property of Concessionaire, such as furniture, fixtures and equipment used during the term of this Agreement which has not been attached or affixed to the leasehold premises shall remain the property of Concessionaire upon such termination of the Agreement. Any signs or other advertising devices on the premises installed by the Concessionaire shall be removed by Concessionaire at its expense. However, the City may acquire, within ten (10) days after such termination, all of the Concessionaire's right, title and interest in and to all or any part of such personal property upon payment to Concessionaire of an amount equal to the depreciated purchase value of said personal property computed at the rate of ten percent (10%) per annum from the date the same was purchased. The purchase value shall be established by verified invoices showing the date of purchase, amount paid, whether the equipment was new or used, and the date of initial use on the premises leased hereunder.

P. Holding Over

In the event Concessionaire shall hold over and remain in possession of the premises leased under this Agreement after the expiration date without written renewal or extension of the Agreement, it shall only create a tenancy from month-to-month, which may be terminated at any time by the City.

Q. Attorney's Fees

In the event any action or proceeding is brought to collect the rent due, or any portion thereof, to take possession of the premises, to endorse compliance with this Agreement or for failure to observe any of the covenants of this Agreement, the prevailing party shall be awarded such sum as the court may adjudge reasonable as attorney's fees and costs to be allowed in the suit, action or proceedings.

R. Non-Waiver

Any waiver of or breach of covenant to be performed by Concessionaire shall not be deemed a continuing waiver and shall not bar or prevent City from declaring a forfeiture for any succeeding breach of the same condition or covenant.

EXHIBIT "B"

Schedule of Fees

Concession Lease - Bountiful Ridge Golf Course

I. Concessionaire

Concessionaire shall pay the City as follows:

a. Annual Fee

The total annual fee shall be the greater of either (a) an annual fee of \$25,000, or (b) 15% of Concessionaire's annual gross sales ("gross sales" defined as total amount of sales less applicable taxes and service charges or gratuities, when applicable).

At the end of the seasonal year, if 15% of the annual gross sales is greater than the annual fee, Concessionaire shall remit the difference to the City no later than December 30th.

Concessionaire shall provide a recap of monthly sales to the Golf Professional. The recap shall list the amount of sales earned for each week.

II. Payments

Concessionaire shall pay \$12,500 to the City no later than June 30 of the current year, another \$12,500 by December 20th of that year.

If Concessionaire is in default in the payment of rent for a period of ten (10) days, after receiving written notice from the City, this Agreement may be terminated as defined in Paragraph 6 of the Lease Agreement.

Payments shall be submitted to the following address: Bountiful City Recorder, 795 South Main Street, Bountiful, Utah 84010.

III. City

City shall be responsible for the maintenance and repairs of the building envelope and areas leased by Concessionaire. City shall provide and pay for the utility costs of natural gas, power and water.

EXHIBIT "C"

Equipment and Appliance Inventory List Concession
Lease - Bountiful Ridge Golf Course

Equipment in café rental area

- 2 – single wide drink coolers
- 1 – double wide drink cooler
- 1- accessory items cooler
- 2 – soda/drink dispensers
- 1 – 2 drawer bun warmer
- 1 – hotdog roller with 2 spot soup warmer
- 1 – deep chest drink cooler
- 1 – beer cooler/dispensary
- 1 – vegetable/condiment prep cooler
- 1 – gas grill with 2 side burners
- 1 – 2 basket fat fryer
- 1 – small microwave
- 2 – single wide refrigerators
- 2 – 2 door freezers
- 1 – ice maker
- 3 – small prep tables
- 7 - steel wire storage racks
- 10 – banquet tables

Equipment in Pavilion storage room

- 1 – 8 burner gas grill
- 176 – white foldable chairs with storages racks
- 53 – green foldable chairs with storage racks
- 20 – round plastic top tables
- 10 – round wood top tables
- 10 – plastic top banquet tables

City Council Staff Report

Subject: 2020 Water Line Contract
Author: Lloyd Cheney, City Engineer
Department: Engineering, Water
Date: March 25, 2020



Background

Each year, the City contracts to install culinary water lines for replacements and upgrades to the culinary water system. This work also includes the installation of culinary mains in new developments. Due to recent economic conditions, and the high cost of utility work, the Engineering Dept. deferred advertising of this contract to early 2020.

Projects included in this contract include:

- Replacement of the existing water line in 100 N from Main St to 400 E in preparation for a street reconstruction project.
- Replacement of the existing water line in Highland Oaks Drive from Mountain Oaks Drive to the entrance to The Domaine at Highland Oaks PUD. This project will increase our ability to meet fire flow demands in this area.
- Replace the culinary water main in 1000 N from 500 W to Viewmont High School. This project will address a fire flow issue near 500 W, and is in preparation for a street reconstruction project which is planned to begin in FY21.

The contract also includes a schedule of values which can be used for development projects such as commercial buildings or subdivisions which may receive future approval, and an extension clause which would allow the Contractor to continue the same type of work for two additional years.

Analysis

Proposals were received from 5 contractors, 4 of which have submitted bid for this contract in prior years. The lowest price proposal was received from Black Sheep Oilfield Services of Roosevelt, UT. A summary of the bids is shown below:

Engineer's Estimate	\$1,206,144.00
Black Sheep Oilfield Services	\$ 981,972.00
M.C. Green & Sons	\$1,630,307.42
Toncco, Inc.	\$1,683,896.50
Sorenson Construction	\$1,985,742.00
Leon Poulsen Construction	\$2,667,030.00

Evaluation of the unit pricing submitted by Spade confirms our expectations that construction costs continue to rise. A comparison between last year's pricing on 30 items revealed that pricing for 13 items had increased 10%-50%, and 8 items have increased more than 50%. Although some of the increase can be attributed to changes in materials pricing, a significant portion of the increase is related to the abundance of similar work which is planned or underway and a limited pool of contractors who can compete for those projects.

Since Black Sheep is a new, unknown contractor to the City, contacts were made with prior clients. As of the writing of this memo, we have only received responses from Neola City, which was the most recent culinary water line project that Black Sheep has completed. The representative from Neola gave positive, encouraging comments regarding their experience, ability to provide manpower and equipment, and the efficiency of their crews. Any additional comments received will be presented to the City Council.

Department Review

This report has been reviewed by the City Engineer and the Water Department Director.

Significant Impacts

Funding for this work is included in the 2019-2020 Capital Expense – Water Mains budget.

Recommendation

- Accept the proposal of Black Sheep Oilfield Services and award the contract for the 2020 Water Line Projects at the unit prices submitted in the proposal.

Attachments

Bid Tabulation

Schedule 1: Random Locations				ENGINEER'S ESTIMATE 11-Feb-20		Black Sheep Oilfield Services		Leon Poulsen		M.C. Green		Toncco Inc		Sorensen Construction Inc	
Item	Unit	Qty	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Lft	200	4" C-900 PVC Pipe (DR 18)	33.00	6,600.00	13.18	2,636.00	130.00	26,000.00	55.00	11,000.00	40.00	8,000.00	66.50	13,300.00
2	Lft	1,000	6" C-900 PVC Pipe (DR 18)	36.00	36,000.00	30.40	30,400.00	122.00	122,000.00	51.00	51,000.00	45.00	45,000.00	75.80	75,800.00
3	Lft	1,000	8" C-900 PVC Pipe (DR 18)	41.00	41,000.00	33.00	33,000.00	126.00	126,000.00	54.30	54,300.00	50.00	50,000.00	80.10	80,100.00
4	Lft	1,000	10" C-900 PVC Pipe (DR 18)	46.00	46,000.00	37.80	37,800.00	142.00	142,000.00	59.11	59,110.00	55.00	55,000.00	108.00	108,000.00
5	Lft	1,000	12" C-900 PVC Pipe (DR 18)	52.00	52,000.00	43.00	43,000.00	148.00	148,000.00	66.64	66,640.00	60.00	60,000.00	114.00	114,000.00
6	Ea	3	6" Tapping Tee and Valve	2,600.00	7,800.00	2,170.00	6,510.00	4,900.00	14,700.00	3,900.00	11,700.00	3,400.00	10,200.00	3,740.00	11,220.00
7	Ea	3	8" Tapping Tee and Valve	3,000.00	9,000.00	2,870.00	8,610.00	5,600.00	16,800.00	4,190.00	12,570.00	4,150.00	12,450.00	4,900.00	14,700.00
8	Ea	3	4" Tee	600.00	1,800.00	345.00	1,035.00	850.00	2,550.00	491.00	1,473.00	360.00	1,080.00	923.00	2,769.00
9	Ea	5	6" Tee	700.00	3,500.00	450.00	2,250.00	1,300.00	6,500.00	523.00	2,615.00	480.00	2,400.00	1,090.00	5,450.00
10	Ea	5	8" Tee	800.00	4,000.00	800.00	4,000.00	1,525.00	7,625.00	603.00	3,015.00	740.00	3,700.00	1,330.00	6,650.00
11	Ea	5	10" Tee	1,050.00	5,250.00	1,200.00	6,000.00	2,400.00	12,000.00	699.00	3,495.00	1,190.00	5,950.00	1,670.00	8,350.00
12	Ea	3	12" Tee	1,150.00	3,450.00	1,600.00	4,800.00	2,500.00	7,500.00	815.00	2,445.00	1,560.00	4,680.00	2,360.00	7,080.00
13	Ea	2	8" Cross	1,050.00	2,100.00	918.00	1,836.00	1,600.00	3,200.00	868.00	1,736.00	811.00	1,622.00	1,930.00	3,860.00
14	Ea	3	4" Fitting	400.00	1,200.00	400.00	1,200.00	850.00	2,550.00	491.00	1,473.00	221.00	663.00	555.00	1,665.00
15	Ea	5	6" Fitting	500.00	2,500.00	500.00	2,500.00	1,000.00	5,000.00	523.00	2,615.00	290.00	1,450.00	641.00	3,205.00
16	Ea	5	8" Fitting	600.00	3,000.00	500.00	2,500.00	1,100.00	5,500.00	787.00	3,935.00	400.00	2,000.00	782.00	3,910.00
17	Ea	5	10" Fitting	1,000.00	5,000.00	650.00	3,250.00	1,350.00	6,750.00	900.00	4,500.00	600.00	3,000.00	986.00	4,930.00
18	Ea	3	12" Fitting	1,100.00	3,300.00	850.00	2,550.00	1,800.00	5,400.00	1,011.00	3,033.00	800.00	2,400.00	1,390.00	4,170.00
19	Ea	3	4" Gate Valve	1,200.00	3,600.00	1,000.00	3,000.00	2,000.00	6,000.00	1,468.00	4,404.00	850.00	2,550.00	1,210.00	3,630.00
20	Ea	5	6" Gate Valve	1,400.00	7,000.00	1,300.00	6,500.00	2,200.00	11,000.00	1,680.00	8,400.00	1,065.00	5,325.00	1,440.00	7,200.00
21	Ea	5	8" Gate Valve	1,600.00	8,000.00	1,600.00	8,000.00	2,700.00	13,500.00	2,230.00	11,150.00	1,560.00	7,800.00	2,070.00	10,350.00
22	Ea	5	10" Gate Valve	1,900.00	9,500.00	2,800.00	14,000.00	3,700.00	18,500.00	3,877.00	19,385.00	2,435.00	12,175.00	3,110.00	15,550.00
23	Ea	3	12" Gate Valve	2,700.00	8,100.00	3,500.00	10,500.00	4,500.00	13,500.00	5,400.00	16,200.00	2,925.00	8,775.00	3,960.00	11,880.00
24	Ea	5	Bountiful Standard FH Assembly	6,000.00	30,000.00	5,700.00	28,500.00	7,900.00	39,500.00	6,340.00	31,700.00	7,200.00	36,000.00	6,850.00	34,250.00
25	Ea	10	Transfer Service Lateral	800.00	8,000.00	400.00	4,000.00	1,100.00	11,000.00	1,650.00	16,500.00	1,010.00	10,100.00	716.00	7,160.00
26	Ea	10	Replace Service Lateral to Exist. Meter	1,200.00	12,000.00	400.00	4,000.00	2,600.00	26,000.00	2,450.00	24,500.00	2,115.00	21,150.00	1,090.00	10,900.00
27	Ea	10	New 1" Culinary Service	1,600.00	16,000.00	1,300.00	13,000.00	3,800.00	38,000.00	1,940.00	19,400.00	3,270.00	32,700.00	1,670.00	16,700.00
28	Ea	2	New 2" Culinary Service	4,300.00	8,600.00	2,755.00	5,510.00	10,500.00	21,000.00	4,503.00	9,006.00	7,450.00	14,900.00	10,800.00	21,600.00
29	Ea	5	Connect to Exist. Main	1,300.00	6,500.00	600.00	3,000.00	6,000.00	30,000.00	1,550.00	7,750.00	2,050.00	10,250.00	2,490.00	12,450.00
30	Ea	1	6" PRV with vault	21,000.00	21,000.00	17,500.00	17,500.00	38,000.00	38,000.00	23,500.00	23,500.00	25,775.00	25,775.00	45,100.00	45,100.00
31	Ea	1	8" PRV with vault	28,000.00	28,000.00	21,000.00	21,000.00	42,000.00	42,000.00	31,500.00	31,500.00	29,560.00	29,560.00	53,000.00	53,000.00
32	Ton	1,000	Granular Backfill	15.00	15,000.00	17.50	17,500.00	16.00	16,000.00	17.55	17,550.00	29.50	29,500.00	19.60	19,600.00
SubTotal					414,800.00		349,887.00		984,075.00		537,600.00		516,155.00		738,529.00

Schedule 2: 100 N: Main St to 400 E				ENGINEER'S ESTIMATE 11-Feb-20		Black Sheep Oilfield Services		Leon Poulsen		M.C. Green		Toncco Inc		Sorensen Construction Inc	
Item	Unit	Qty	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Lft	150	6" C-900 PVC Pipe (DR 18)	36.00	5,400.00	12.60	1,890.00	150.00	22,500.00	97.00	14,550.00	50.00	7,500.00	65.30	9,795.00
2	Lft	2,463	8" C-900 PVC Pipe (DR 18)	41.00	100,983.00	28.00	68,964.00	88.00	216,744.00	51.00	125,613.00	52.00	128,076.00	72.60	178,813.80
3	Ea	4	8" Tee	800.00	3,200.00	550.00	2,200.00	1,525.00	6,100.00	603.00	2,412.00	700.00	2,800.00	1,330.00	5,320.00
4	Ea	2	8" Cross	1,050.00	2,100.00	918.00	1,836.00	1,600.00	3,200.00	868.00	1,736.00	800.00	1,600.00	2,840.00	5,680.00
5	Ea	12	6" Fitting	500.00	6,000.00	320.00	3,840.00	1,000.00	12,000.00	523.00	6,276.00	300.00	3,600.00	642.00	7,704.00
6	Ea	12	8" Fitting	600.00	7,200.00	350.00	4,200.00	1,100.00	13,200.00	787.00	9,444.00	400.00	4,800.00	722.00	8,664.00
7	Ea	14	8" Gate Valve	1,600.00	22,400.00	2,000.00	28,000.00	2,700.00	37,800.00	2,230.00	31,220.00	1,600.00	22,400.00	2,060.00	28,840.00
8	Ea	6	Bountiful Standard Fire Hydrant Assembly	6,000.00	36,000.00	6,000.00	36,000.00	7,900.00	47,400.00	6,340.00	38,040.00	6,856.00	41,136.00	6,830.00	40,980.00
9	Ea	6	Transfer Service Lateral	800.00	4,800.00	400.00	2,400.00	1,100.00	6,600.00	1,550.00	9,300.00	1,165.00	6,990.00	741.00	4,446.00
10	Ea	14	Repl. Service Lateral to Exist. Meter (Short)	1,100.00	15,400.00	400.00	5,600.00	2,800.00	39,200.00	2,350.00	32,900.00	2,100.00	29,400.00	1,090.00	15,260.00
11	Ea	14	Repl. Service Lateral to Exist. Meter (Long)	1,200.00	16,800.00	450.00	6,300.00	3,000.00	42,000.00	2,350.00	32,900.00	3,035.00	42,490.00	1,210.00	16,940.00
12	Ea	8	Connect to Exist. Main	1,300.00	10,400.00	400.00	3,200.00	4,500.00	36,000.00	1,550.00	12,400.00	2,200.00	17,600.00	1,170.00	9,360.00
13	Ton	1,519	Granular Backfill	15.00	22,785.00	18.00	27,342.00	16.00	24,304.00	16.50	25,063.50	29.50	44,810.50	19.00	28,861.00
14	LS	1	Install Casing Under Box Culvert	25,000.00	25,000.00	5,000.00	5,000.00	10,500.00	10,500.00	17,330.00	17,330.00	7,030.00	7,030.00	52,700.00	52,700.00
15	SqFt	726	Remove 8" PCCP	7.00	5,082.00	2.00	1,452.00	8.00	5,808.00	6.00	4,356.00	5.00	3,630.00	16.60	12,051.60
SubTotal					283,550.00		198,224.00		523,356.00		363,540.50		363,862.50		425,415.40

Schedule 3: 1000 N: 150 W to 500 W				ENGINEER'S ESTIMATE 11-Feb-20		Black Sheep Oilfield Services		Leon Poulsen		M.C. Green		Toncco Inc		Sorensen Construction Inc	
Item	Unit	Qty	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Lft	60	6" C-900 PVC Pipe (DR 18)	36.00	2,160.00	15.35	921.00	140.00	8,400.00	97.00	5,820.00	65.00	3,900.00	69.80	4,188.00
2	Lft	2,496	8" C-900 PVC Pipe (DR 18)	41.00	102,336.00	27.50	68,640.00	94.00	234,624.00	51.77	129,217.92	68.00	169,728.00	72.40	180,710.40
3	Lft	332	10" C-900 PVC Pipe (DR 18)	46.00	15,272.00	28.00	9,296.00	125.00	41,500.00	83.00	27,556.00	88.00	29,216.00	78.60	26,095.20
4	Ea	6	8" Tee	800.00	4,800.00	750.00	4,500.00	1,525.00	9,150.00	699.00	4,194.00	810.00	4,860.00	1,380.00	8,280.00
5	Ea	1	10" Tee	1,050.00	1,050.00	1,800.00	1,800.00	2,400.00	2,400.00	839.00	839.00	1,500.00	1,500.00	2,040.00	2,040.00
6	Ea	9	6" Fitting	500.00	4,500.00	500.00	4,500.00	1,000.00	9,000.00	588.00	5,292.00	300.00	2,700.00	666.00	5,994.00
7	Ea	17	8" Fitting	600.00	10,200.00	500.00	8,500.00	1,100.00	18,700.00	787.00	13,379.00	440.00	7,480.00	783.00	13,311.00
8	Ea	6	10" Fitting	1,000.00	6,000.00	650.00	3,900.00	1,350.00	8,100.00	899.00	5,394.00	700.00	4,200.00	1,060.00	6,360.00
9	Ea	6	8" Gate Valve	1,600.00	9,600.00	2,000.00	12,000.00	2,700.00	16,200.00	2,230.00	13,380.00	1,600.00	9,600.00	2,070.00	12,420.00
10	Ea	2	10" Gate Valve	1,900.00	3,800.00	3,500.00	7,000.00	3,700.00	7,400.00	3,877.00	7,754.00	2,400.00	4,800.00	3,030.00	6,060.00
11	Ea	2	Bountiful Standard Fire Hydrant Assembly	6,000.00	12,000.00	6,000.00	12,000.00	7,900.00	15,800.00	6,340.00	12,680.00	6,600.00	13,200.00	6,850.00	13,700.00
12	Ea	14	Repl. Service Lateral to Exist. Meter (Short)	1,100.00	15,400.00	400.00	5,600.00	2,800.00	39,200.00	2,150.00	30,100.00	2,115.00	29,610.00	1,080.00	15,120.00
13	Ea	15	Repl. Service Lateral to Exist. Meter (Long)	1,200.00	18,000.00	450.00	6,750.00	3,200.00	48,000.00	2,150.00	32,250.00	3,875.00	58,125.00	1,160.00	17,400.00
14	Ea	13	Connect to Exist. Main	1,300.00	16,900.00	400.00	5,200.00	4,500.00	58,500.00	1,550.00	20,150.00	2,150.00	27,950.00	1,190.00	15,470.00
15	Ea	1	8" Pressure Reducing Station	28,000.00	28,000.00	21,000.00	21,000.00	42,000.00	42,000.00	31,500.00	31,500.00	31,720.00	31,720.00	53,000.00	53,000.00
16	Ton	1,700	Granular Backfill	15.00	25,500.00	17.50	29,750.00	16.00	27,200.00	17.95	30,515.00	29.50	50,150.00	19.00	32,300.00
SubTotal					275,518.00		201,357.00		586,174.00		370,020.92		448,739.00		412,448.60

Schedule 4: Highland Oaks Dr				ENGINEER'S ESTIMATE 11-Feb-20		Black Sheep Oilfield Services		Leon Poulsen		M.C. Green		Toncco Inc		Sorensen Construction Inc	
Item	Unit	Qty	Description	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Lft	30	6" C-900 PVC Pipe (DR 18)	36.00	1,080.00	30.00	900.00	175.00	5,250.00	97.00	2,910.00	61.00	1,830.00	77.50	2,325.00
2	Lft	2,456	8" C-900 PVC Pipe (DR 18)	41.00	100,696.00	27.75	68,154.00	100.00	245,600.00	51.00	125,256.00	52.50	128,940.00	77.50	190,340.00
3	Ea	11	8" Tee	800.00	8,800.00	750.00	8,250.00	1,525.00	16,775.00	699.00	7,689.00	620.00	6,820.00	1,410.00	15,510.00
4	Ea	22	8" Fitting	600.00	13,200.00	500.00	11,000.00	1,100.00	24,200.00	588.00	12,936.00	435.00	9,570.00	839.00	18,458.00
5	Ea	10	8" Gate Valve	1,600.00	16,000.00	1,500.00	15,000.00	2,700.00	27,000.00	2,230.00	22,300.00	1,600.00	16,000.00	3,800.00	38,000.00
6	Ea	6	Bountiful Standard Fire Hydrant Assembly	6,000.00	36,000.00	5,500.00	33,000.00	7,900.00	47,400.00	6,340.00	38,040.00	6,575.00	39,450.00	6,200.00	37,200.00
7	Ea	4	Repl. Service Lateral to Exist. Meter (Short)	1,100.00	4,400.00	450.00	1,800.00	3,000.00	12,000.00	2,150.00	8,600.00	2,200.00	8,800.00	784.00	3,136.00
8	Ea	5	Repl. Service Lateral to Exist. Meter (Long)	1,200.00	6,000.00	450.00	2,250.00	3,200.00	16,000.00	2,150.00	10,750.00	3,620.00	18,100.00	1,160.00	5,800.00
9	Ea	2	Connect to Exist. Main	1,300.00	2,600.00	1,200.00	2,400.00	4,000.00	8,000.00	1,550.00	3,100.00	6,000.00	12,000.00	1,190.00	2,380.00
10	Ea	3	Replace Existing 8" Pressure Reducing Valve	6,000.00	18,000.00	20,000.00	60,000.00	48,000.00	144,000.00	31,500.00	94,500.00	21,160.00	63,480.00	21,300.00	63,900.00
11	Ton	1,700	Granular Backfill	15.00	25,500.00	17.50	29,750.00	16.00	27,200.00	19.45	33,065.00	29.50	50,150.00	19.00	32,300.00
SubTotal					232,276.00		232,504.00		573,425.00		359,146.00		355,140.00		409,349.00
Total, All Schedules					1,206,144.00		981,972.00		2,667,030.00		1,630,307.42		1,683,896.50		1,985,742.00

City Council Staff Report

Subject: Pipe Replacement Materials
Author: Mark Slagowski
Department: Water Department
Date: February 25, 2020



Background

We included in our 2019 - 2020 budget funds for water line replacement. We have put together a bid package for the materials for these in house projects to be completed this year.

Analysis

We have received pricing for these materials from three different vendors for various sizes of pipe, pipe fittings and new fire hydrants. The bids are as follows...

Fergusen Waterworks	Mountainland Supply	Western Water Works
5,500' of pipe - \$42,537	5,500' of pipe - \$41,640	5,500' of pipe - \$40,815
Valves and fittings - \$12,397	Valves and fittings - \$11,824	Valves and fittings - \$11,375
<u>10 Fire Hydrants - \$21,000</u>	<u>10 fire hydrants - \$21,435</u>	<u>10 fire hydrants - \$20,863</u>
Total - \$75,934	Total - \$74,899	Total - \$73,053

Department Review

I have reviewed the purchase of these materials with the appropriate staff and with the City Manager.

Recommendation

Staff recommends Council approve the lowest bid for the amount of \$73,053 for the purchase of these materials from Western Water Works.

Significant Impacts

By purchasing these materials all at once we get a better price than if we purchase them at a lower volume one project at a time.

Attachments

None