

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, September 14, 2021

6:00 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 **City Hall, 795 South Main Street, 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.

Bountiful City Council meetings, including this meeting, are open to the public. In consideration of the COVID-19 pandemic, the meeting is also available to view online. The link will be available on the Bountiful City website homepage (www.bountifulutah.gov) approximately one hour prior to the start of the meeting.

AGENDA

6:00 p.m. – Work Session

1. Water conservation discussion – Mr. Kraig Christensen p. 3
2. Contract with Bird Scooters discussion – Mr. Francisco Astorga p. 9

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. Consider approval of minutes of previous meeting held on August 24, 2021 p. 29
4. Council Reports
5. BCYC Report
6. Consider approval of:
 - a. Expenditures greater than \$1,000 paid August 16, 23 & 30, 2021 p. 41
 - b. July 2021 Financial Report p. 45
7. Recognition of centenarian Oscar King Green – Mayor Randy Lewis
8. Consider approval of the purchase of a 2022 Dodge 2500 4x4 from Young Chrysler Jeep Dodge in the amount of \$48,400 – Mr. Brock Hill p. 59
9. Consider approval of a ground lease agreement with DISH Wireless L.L.C. at the Bountiful Ridge Golf Course – Mr. Clinton Drake p. 61
10. Consider preliminary subdivision approval for Creek Side Views Subdivision – Mr. Lloyd Cheney p. 73
11. Consider approval of Resolution 2021-17 modifying the use of culinary water from September 20, 2021 through April 15, 2022 – Mr. Lloyd Cheney p. 3
12. Consider approval of a liquor (wine) license for China Star Restaurant located at 1171 South 500 West – Mr. Francisco Astorga p. 77
13. Consider approval of the purchase of 40 Desktop Computers from NetWize in the total amount of \$42,136 – Mr. Alan West p. 81
14. Consider approval of Microsoft Office 365 license renewal from CDWG in the amount of \$25,280 – Mr. Alan West p. 85
15. Adjourn to closed session to discuss the purchase, exchange or lease of real property, reasonably imminent litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205).


City Recorder

City Council Staff Report

Subject: Watering Restriction Modifications
Fall, 2021
Author: Lloyd Cheney, City Engineer
Department: Engineering, Water Dept., Parks Dept.
Date: 14 September 2021



Background

Drought conditions have persisted throughout the State this summer, and many communities have felt the impact of a reduced water supply for both irrigation and culinary water. Bountiful residents with a separate irrigation service were asked to reduce their usage of irrigation water to 2 days per week, and the City Council authorized ordinance 2021-13 in June of this year limiting the use of culinary water for irrigation purposes to 3 days per week. Because of the severity of the situation, irrigation service to many Bountiful residents will end for the season on September 20, 2021. This event will occur approximately one month earlier than the typical operating schedule for irrigation service.

Analysis

Staff have identified several areas of concern related to the end of the irrigation service, and desire comments and direction from the City Council for adjustments in operations and for changes to the City's water regulations. The issues identified by staff for discussion with the City Council are:

1. Potential Impacts to the Culinary Water System:

Bountiful's culinary water system was not planned or constructed with the ability to meet the combined demand for irrigation and culinary use. As discussed in June, the irrigation demand in the south and southeastern portions of the City have tested the limits of the system's capacity to produce, move and store water during the summer months. If residents begin to replace their untreated irrigation source with culinary water, the likely effects would be: an increased burden on our wells and water sources to provide additional water; increased utility costs for pumping; an increase in the likelihood of further changes within the aquifer(s); greater fluctuations in reservoir storage; higher potential for reduced availability of water in the system; and, in cases where residents directly connect their irrigation system to their culinary water without the proper backflow prevention equipment, an unacceptable risk for cross connections and contamination of the culinary water system.

2. Potential Impacts to City Facilities:

A. Parks and Facilities: The majority of City parks and facilities are irrigated with (untreated) secondary water, with no ability to make a physical

connection of the irrigation system to the culinary water system. These locations will be watered to the extent possible in anticipation of the end of irrigation service, and will only be “spot watered” to reduce the potential for permanent damage. At Bountiful Town Square and Creekside Parks, water features will be turned off on Monday, September 27 to reduce the use of water and reduce the use of the facilities in an effort to lessen turf loss due to the heavy use these locations experience.

B. **Bountiful Ridge Golf Course:** The golf course is watered with secondary water, like the majority of properties in Bountiful. Also, in addition to the irrigation source, it is possible to provide culinary water as a source for irrigation water. This is only used when it is determined that the condition of the course requires it due to the expense (the golf course has to pay for this water, just like any other user) and the impact to the overall water supply in the southern portions of Bountiful. Since the condition of the golf course is a vital component of the golf experience, the maintenance staff will use multiple strategies to maintain the course. Watering will be limited primarily to the tees and greens, with spot watering to reduce the potential for permanent damage to fairways and rough areas. Adjustments to mowing heights, fertilization schedules, and other turf management practices will be made as needed. Management of the golf course will regularly advise patrons, association members and upcoming tournaments of course conditions.

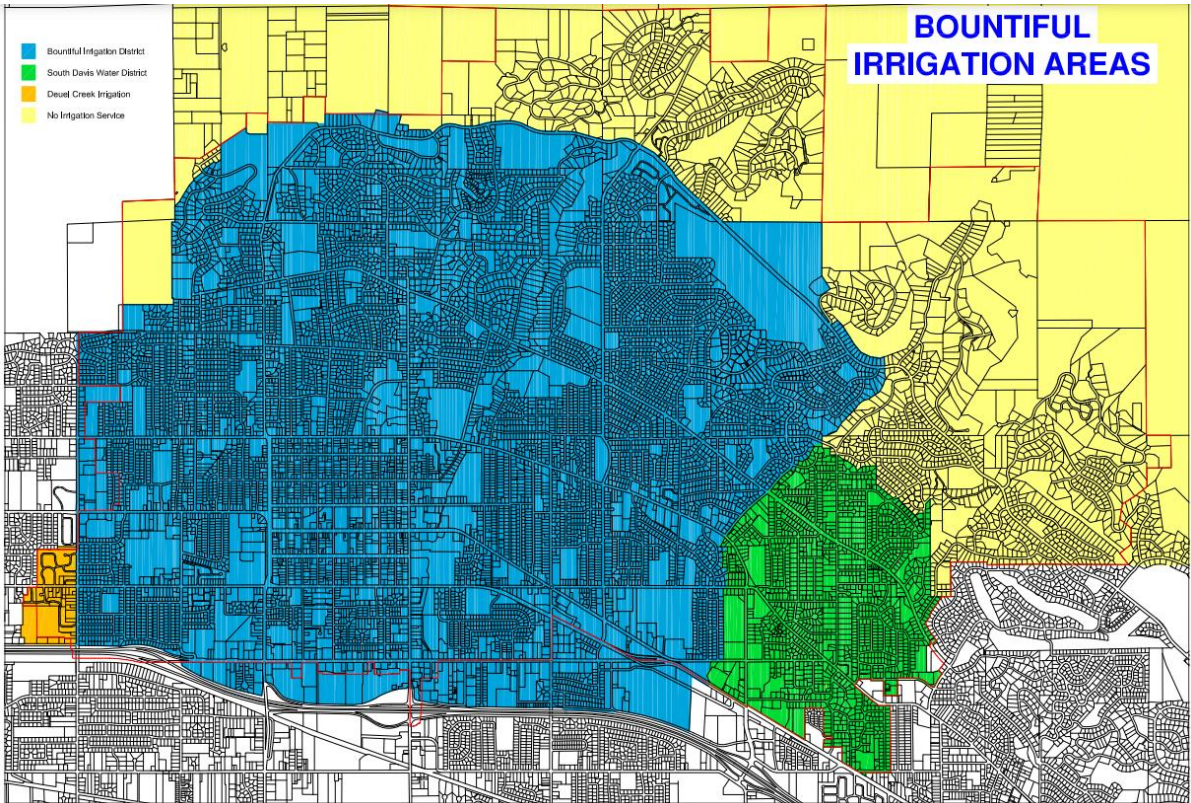


Figure 1 Irrigation Provider Service Areas

3. Current Water Use and Restrictions

Resolution 2021-13 implemented new regulations for the use of culinary water for irrigation purposes. Watering was authorized for even number addresses on Mondays, Thursdays and Saturdays; and odd number addresses on Tuesdays, Fridays and Sundays. This resolution included an escalating penalty component for repeated violations: First Violations would receive a warning, Second violations would receive a \$100 fine; Third violations would receive a \$250 fine; Fourth violations would receive a \$500 fine; and if necessary, a fifth violation would result in culinary service being disconnected. Since approval, 22 warnings and 1 second violation fine have been issued. Generally speaking, residents have been cooperative, but these assumptions are made on a limited amount of data: July 2021 water consumption was 103% of the total for July 2020, and August 2021 was 91% of the August 2020 total.

Department Review

This report has been reviewed by the Water Dept. Director, Park Dept. Director, City Attorney and City Manager.

Significant Impacts

1. Preservation of Resources: The goal of taking action to reduce consumption is to preserve the resource for future use.
2. Revenue: Revenue from metered water sales will have a negative impact on the Water Department Budget for FY2021-2022. Staff will monitor revenues and will make appropriate adjustments to expenditures for maintenance and capital projects.
3. Enforcement: Enforcement activities are expected to be easier than monitoring prior restrictions. Personnel from the Water, Engineering and Planning Departments will continue to assist in this effort.
4. Effects on City Properties:
 - a. High profile sites such as the Golf Course, Cemetery, Town Square and City Hall Campus area will be maintained at the highest levels possible.
 - b. There are some city properties that are watered exclusively with culinary water. The Parks Dept. will monitor these facilities to maintain landscaping without extensive turf losses.
5. Future Evaluation of Conditions: It will be necessary to re-evaluate the water supply as winter transitions to spring in 2022. The annual information provided by Weber Basin each spring will help staff determine if changes in policy are necessary.

Recommendation

The City Engineer and Water Department Director propose the City Council adopt the following modifications to the use of culinary water for the period from September 20, 2021 through April 15, 2022, by resolution (2021-17):

- Based on the early termination of irrigation service to the majority of the City by other providers, outdoor use of culinary water for irrigation purposes be prohibited with the following exceptions:
 1. Bountiful Parks and other City facilities are permitted to “spot water” to prevent permanent damage to turf or landscaping.
 2. Bountiful Ridge Golf Course is permitted to water tee boxes and greens to maintain acceptable playing surface conditions. “Spot watering” practices are permitted in fairway and rough areas to prevent permanent damage or turf loss.
- The following enforcement actions be implemented:
 - First Offense – Violators would be issued a written warning.
 - Second Offense - \$100 fine added to the utility bill.
 - Third Offense- \$250 fine added to the utility bill.
 - Fourth Offense- \$500 fine added to the utility bill.
 - Fifth Offense – \$1,000 fine added to the utility bill. Culinary water service will be terminated until payment of the fine and applicable disconnect and reconnection fees.

An additional fine of \$500 for any of the following:

- Connecting a culinary water source to an irrigation system without a backflow prevention device
- Placing into service a backflow prevention device which has not been tested by a certified backflow technician and for which a report has not been submitted to the Bountiful City Water Department.

Attachments

Resolution 2021-17



BOUNTIFUL

BOUNTIFUL CITY, UTAH RESOLUTION NO. 2021-17

MAYOR
Randy C. Lewis

CITY COUNCIL
Millie Segura Bahr
Kate Bradshaw
Kendalyn Harris
Richard Higginson
Chris R. Simonson

CITY MANAGER
Gary R. Hill

A RESOLUTION APPROVING A WATER REGULATION AND CONSERVATION PROGRAM FOR BOUNTIFUL CITY, IMPOSING PENALTIES FOR VIOLATIONS

WHEREAS, Governor Cox has issued an executive order declaring a state of emergency due to current drought conditions throughout the State; and

WHEREAS, the City has been notified by the Weber Basin Water Conservancy District and Bountiful Irrigation that drought conditions necessitate ending the supply of irrigation water on September 20, 2021, and

WHEREAS, it is critical that the City work with Weber Basin and Bountiful Irrigation to help manage the impact of the drought conditions and take conservation efforts, including educating City residents, limiting outdoor use of culinary water, and limiting irrigation uses, with the goal of reducing overall water usage; and

WHEREAS, the City Council is authorized under Utah State Law and City Ordinance to regulate and restrict the use of water when necessary to protect the health, welfare, and safety of its residents and to provide for the enforcement of such regulations; and

WHEREAS, the City Council finds that it is necessary to implement additional conservation efforts to reduce or mitigate the effect of the drought conditions and to ensure that the City and its residents continue to have a reliable and sustainable water supply.

NOW THEREFORE BE IT RESOLVED by the Bountiful City Council as follows:

1. The Mayor and City Council have previously declared that the current statewide drought conditions constitute a water scarcity event and have authorized the Mayor to issue Bountiful City Proclamation 2021-01 Declaring Water Scarcity which is incorporated by this reference, and authorize the following conservation regulations for residential areas within the Bountiful City limits which are watered with culinary water to be implemented by the Public Works Director, subject to the approval of the City Manager, from September 20, 2021 to April 15, 2022:
 - a. Outdoor use of culinary water for irrigation purposes is prohibited, with the following exceptions:
 1. Bountiful Parks and City facilities are permitted to “spot water” to prevent permanent damage to turf or landscaping.
 2. Bountiful Ridge Golf Course is permitted to water tee boxes and greens to maintain acceptable playing conditions. “Spot watering” practices

are permitted in fairway and rough areas to prevent permanent damage to landscaping or turf.

2. In addition to and in conjunction with all regulations contained in the Bountiful Municipal Code, City Staff is authorized to enforce the above noted regulations as follows:
 - a. First Offense – Written warning.
 - b. Second Offense - \$100 fine added to the utility bill.
 - c. Third Offense - \$250 fine added to the utility bill.
 - d. Fourth Offense - \$500 fine added to the utility bill.
 - e. Fifth Offense – Culinary water service terminated pending payment of a \$1,000 fine. Account holder shall also be responsible for any disconnection and reconnection fees.
 - f. An additional fine of \$500 for either of the following actions:
 - Connecting a culinary water source to an irrigation system without a backflow prevention device
 - Placing into service a backflow prevention device which has not been tested by a certified backflow technician and for which a report has not been submitted to the Bountiful City Water Department.

PASSED and ADOPTED this 14th day of September 2021.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Bird Scooters Trial Period in Bountiful
Author: Francisco Astorga, AICP, Planning Director
Department: Planning
Date: September 14, 2021

Background

Mike Butler, Senior Account Executive with Bird Rides, Inc. has approached the City in bringing in 50-100 stand-up electric scooters to Bountiful for a one-year trial period. Bird Rides, Inc. is a dock-less electric micro-mobility vehicle sharing company founded in 2017 currently in 300 cities globally. Bird requests to operate in Bountiful via a Memorandum of Understanding (MOU). The proposed MOU is for a one-year trial period with a term that allows either party to terminate for any reason upon 30 days' notice.

Analysis

In order to ride/use a Bird scooter, new riders must download the Bird app, sign the user agreement, verify their age (+18), add a credit card, and to through education tutorials. Riders are to follow Utah bicycles laws. Users can ride anywhere within the designated 'operating zone' (Bountiful City limits or as determined by the City) from 4 am to midnight. The scooter waits for the next rider or is moved by the 'fleet manager'. Bird is currently working with surrounding cities to be able to expand the 'operating zone' as they are in discussions with Woods Cross, have approached NSL and West Bountiful, and are currently operational in Farmington and Kaysville. Standard pricing is \$1 to unlock the scooter, and then \$0.30 per minute. Bird has the ability to set up:

- Slow Zone - when riders enter a planned slow zone or crowded area, they are notified by a vehicle sound and in-app notification before their vehicles safely reduces speed. The City may want to activate this feature during City events.
- No-Ride Zone - when riders enter a designated no-ride zone, vehicles will safely slow to a complete stop. Riders are notified by a vehicle sound and an in-app notification. The City may want to activate this feature on all City Parks.

Bird would contract with a fleet manager, a local who is responsible for the assigned fleet including charging, repairs, and various performance tasks. The fleet manager also can remove scooters from the fleet during the winter months due to lack of usage, concerns of damage, etc.

Bird focuses on reducing clutter by:

- Providing in-app tutorials and notifications to remind and teach riders how to park.
- Requiring users to take a picture of where they parked.
- Having a local Fleet Manager responsible for performance tasks, etc.
- Encouraging cities to stencil a parking zone as a visual marker for riders.
- Providing to the City their data which would enable staff to look at trends, etc.

It should also be noted that the MOU is not exclusive and other companies or providers may petition the City for permission to operate within the City in addition to Bird. In the event the City receives such a request the City Council will need to consider whether this is appropriate for the City's needs/goals.

Department Review

The City's management team consisting of all Department Heads have reviewed the request. This staff report was written by the Planning Director and reviewed by the City Attorney and City Manager.

Significant Impacts

Whether scooters will impact the City in other ways remains to be seen. If not managed properly, scooters could clutter the City and impact pedestrian or vehicular movement in the City. There are no significant financial impacts given the requested one-year trial period with the ability by the City (and Bird) to terminate at any time with a 30-day written notice.

Recommendation

Staff recommends moving forward with the requested trial period by authorizing the Mayor to execute a Memorandum of Understanding (MOU) in a form approved by the City Attorney for the deployment of stand-up electric scooters by Bird Rides Inc.

Attachments

1. Draft 2021-2022 Bird MOU
2. Bird Presentation

Memorandum of Understanding

The City of Bountiful will permit Bird Rides, Inc. to provide services under the following terms and limitations. This agreement shall remain in effect until August 30, 2022 unless terminated as set forth below.

AGREEMENT

- 1) Scope: This Agreement and its terms apply to any proposed deployment of Stand-up electric scooter sharing systems by Bird Rides, Inc. within Bountiful jurisdictional boundaries. This agreement does not grant Bird the exclusive right to operate electric scooter sharing systems within Bountiful City. No person shall deploy a Stand-up electric scooter sharing system in the City / County in violation of this Agreement.
- 2) Stand-up electric scooters shall be governed by the rules applying to bicycles and are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up electric scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up electric scooters shall be 18 or older. Users of Stand-up electric scooters who violate these provisions may be fined by Bountiful consistent with fines for cyclists.
- 3) Bird Rides, Inc. shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up electric scooter for members of the public to make relocation requests or to report other issues with devices.
- 4) Hours of operation: Stand-up electric scooters will be made available to rent from 4 a.m. to midnight (local time)
- 5) Bird Rides, Inc. shall provide a minimum of 50 vehicles at launch.
- 6) Safety Education: Bird Rides will provide materials, videos, signage to promote safe riding and educate riders on rider responsibilities and encourage safe and courteous riding and parking.
- 7) Data sharing: Bird Rides, Inc. will provide data to the City as necessary to assist with monitoring program usage.
- 8) Indemnification: Bird Rides, Inc. agrees to indemnify, defend and hold harmless Bountiful (and City's/ County's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Bird Rides, Inc.'s negligence or willful misconduct, except that Bird Rides, Inc.'s indemnification obligation shall not extend to claims of City's / County's (or City's / County's employees', agents' or affiliates') negligence or willful misconduct. Bountiful expressly acknowledges that in no event shall Bird Rides, Inc. be liable for any special, indirect, consequential or punitive damages. Bird Rides, Inc.'s indemnification obligations shall survive for a period of one (1) year after expiration of this Agreement. Bird Rides, Inc. shall be released from its indemnification obligations under this section if the loss or damage was caused by the City's / County's negligent construction or maintenance of public infrastructure. Bountiful's right to indemnification shall be contingent on City / County notifying Bird Rides, Inc. promptly following receipt or notice of any claim; Bird Ride, Inc. shall have sole control of any defense; City / County shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Bird Ride, Inc.

9) Insurance:

Bird Rides, Inc. shall maintain or cause to be maintained on its behalf insurance policies of the types required below with insurance companies authorized to do business in the State of Utah, (i) having a Best Insurance Reports rating of "A" or better and a financial size category of "X" or higher, or (ii) otherwise being acceptable to the City with coverage limits and provisions at least sufficient to satisfy the requirements set forth below.

Workers' Compensation Insurance: Statutory workers' compensation insurance (Part A). Such insurance shall also include employer's liability (Part B) insurance in a limit of not less than \$1,000,000 for each: accident, disease, employee. No owner or officer may be excluded.

General Liability Insurance: Commercial General Liability insurance on an occurrence basis arising out of claims for bodily injury (including death) and property damage. Such insurance shall provide coverage for ongoing operations and products-completed operations, blanket contractual, broad form property damage, personal and advertising injury, independent contractors and sudden and accidental pollution liability with not less than \$2,000,000 per occurrence limit combined bodily injury and property damage, with not less than \$3,000,000 aggregate limit.

Automobile Liability Insurance: Automobile liability insurance for the Contractor's liability arising out of the use of owned (if any), leased (if any), non-owned and hired vehicles of the Contractor, with no less than \$3,000,000 limit per accident for combined bodily injury and property damage and containing appropriate no-fault insurance provisions wherever applicable. All owned and/or leased automobiles shall be covered using symbol "1" (any auto).

Excess Liability Insurance: The amounts of insurance required in the foregoing subsections may be satisfied by the Contractor purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the required limits specified above. Evidence of excess liability or umbrella policies shall include a schedule of underlying coverages.

Additional Insured Endorsements: All policies of liability insurance required to be maintained by Bird Rides, Inc. shall be endorsed to name the City as additional insured.

10) Notices: All notices and communications to the City/County from Bird Rides, Inc. shall be made in writing (includes electronic communications) and sent to the address below.

11) Either party may terminate this agreement at any time and without cause upon (30) days prior written notice.

12) In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

13) The parties acknowledge that Bird Rides, Inc. may utilize independent business logistics providers to facilitate local operations. Bird's use of these logistics providers does not constitute a transfer or assignment of this Agreement, and Bird Rides, Inc. remains responsible for all obligations and requirements under this Agreement. Bird Rides, Inc. shall ensure that any

business logistics providers, contractors, subcontractors, or agents are covered by Bird Rides, Inc. own insurance policies or that they shall comply with all insurance and indemnification requirements, including naming Bountiful City as additional insured as outlined in this MOU.

14) This agreement shall be governed by and construed in accordance with the laws of Utah.

Bountiful, UT

Bird Rides, Inc.

Signed By:

Signature: _____

Print Name: _____

Title: _____

Signature: _____

Print Name: _____

Title: _____



Hello, Bountiful

2021





Why:

Improve our communities and the lives of those around us.

What is Bird?

A micromobility company with a focus in shared electric vehicles.

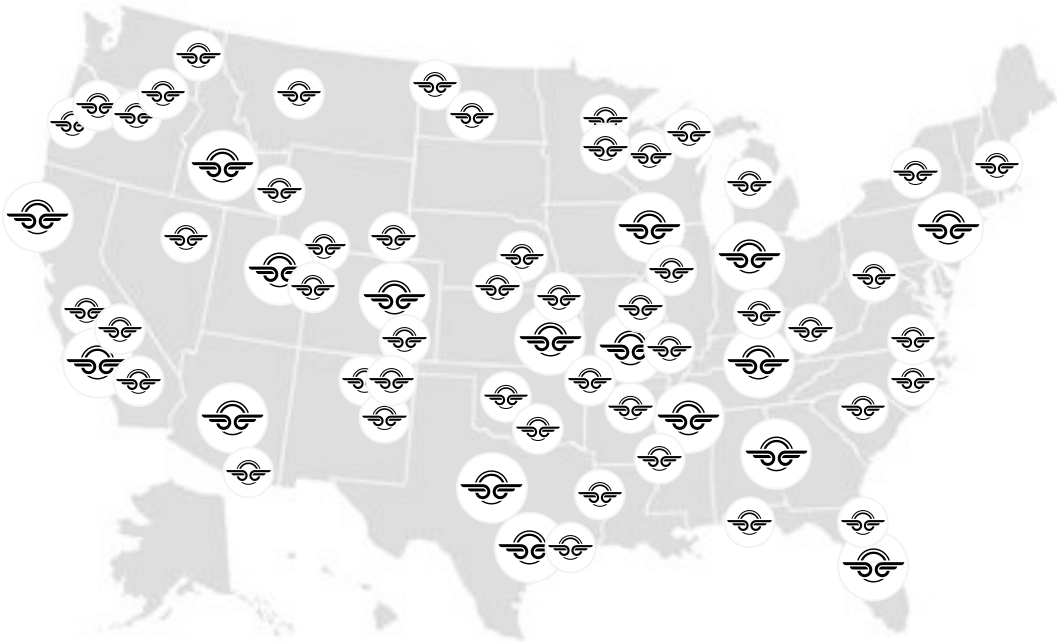


Bird's Story

- Founded in 2017, Bird saw instant success as a pioneer in the space.
- Most-trusted micromobility provider in the world.
- Over 100M rides.
- 5 Continents. 25 Countries. 300 Cities.



Cities, Big & Small



City	Population
Fort Scott, KS	7,700
New Ulm, MN	12,200
Hermiston, OR	18,700
Elko, NV	20,300
Mason City, IA	27,200
Russellville, AR	29,100
Tooele, UT	34,500
Coachella, CA	45,100
Enid, OK	50,300
Pueblo, CO	110,000

How it works



Download the Bird app



Sign user agreement & verify age (18+)



Add credit card



Complete educational tutorials & enjoy the ride!



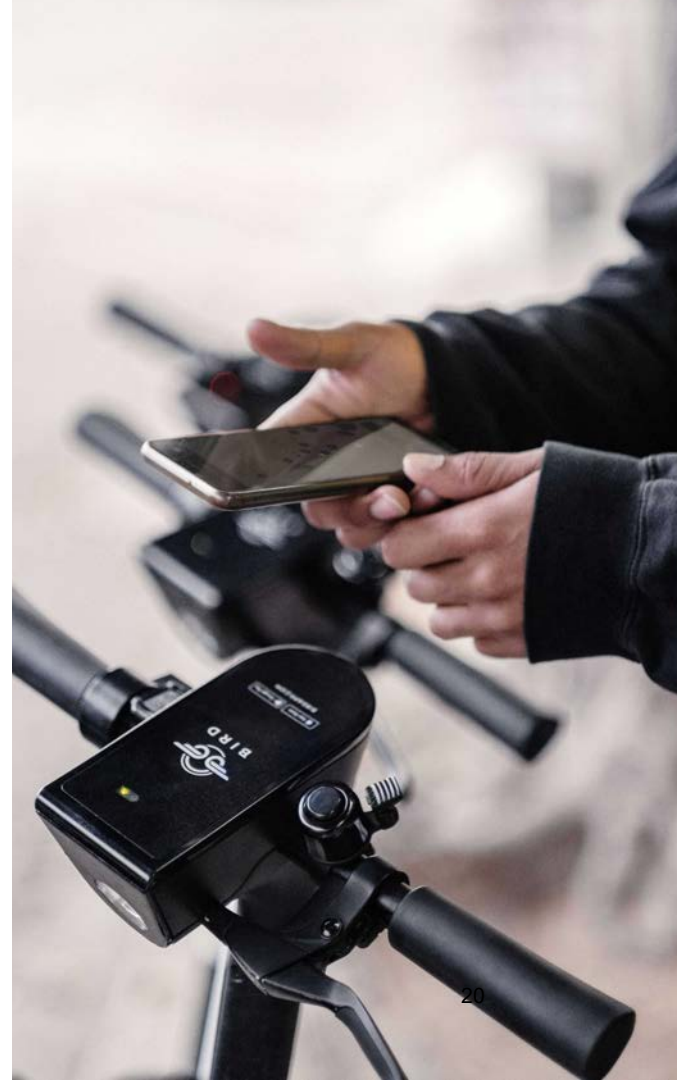
Pricing

Standard Pricing

\$1+ a per minute fee. Averaging ~\$7 a ride.

Equitable Pricing Options

Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.



The Dockless Model

Freedom to choose where to pick up and drop off.

Available for use within the designated 'operating zone' and ruleset.

Vehicle waits for next rider or is moved by the 'Fleet Manager'.



Commitment to Safety



E-scooters are as safe as bicycles.



Dedication to vehicle advancement to increase safety.



Collaborating with cities to implement safety policies and practices.



Micromobility helps displace car trips.

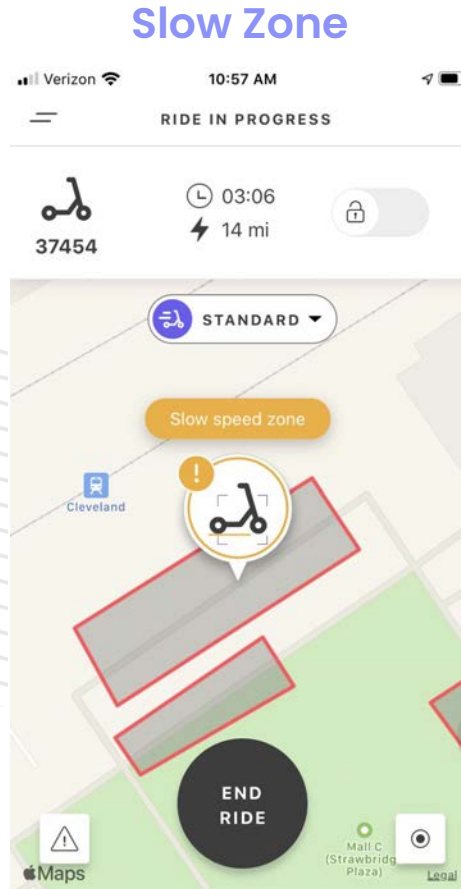


Geo-Zone Technology

All vehicles are tracked with GPS.

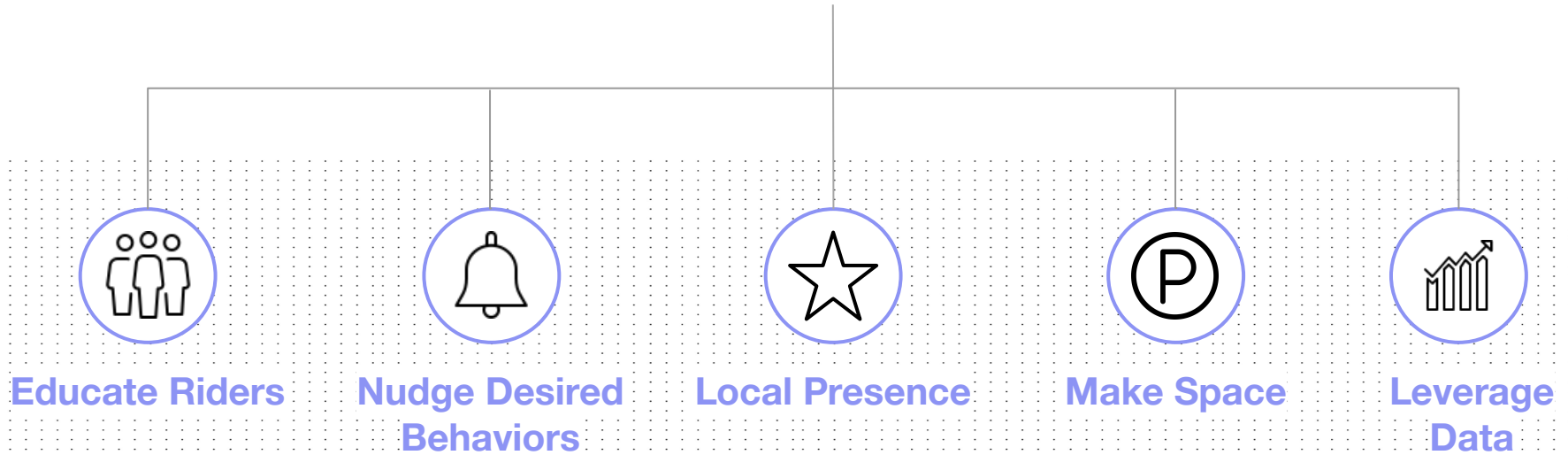
When riders enter a designated geo-zone, vehicles follow set rules.

Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.



Focus on Reducing Clutter

Bird's future relies on properly integrating dockless micromobility into our communities



Fleet Manager

A local business who is responsible for managing a fleet including charging, repairs, and various performance tasks.

Local Touch:

- ✓ Deep community ties, and local knowledge
- ✓ Fast issue resolution
- ✓ Economic Opportunity
- ✓ Aligned incentives

Back by the Industry Leader:

- ✓ World-class technology & compliance tools
- ✓ Operational know-how
- ✓ Industry's Safest Vehicles



“

Being a fleet manager has enabled me to take care of my family, and provide employment opportunities in a time where we all need help

- Chris, Atlanta, GA.

”

Proposal

- ✓ **No Investment Required**
- ✓ **Dedicated Account Manager**
- ✓ **Data Dashboard**
- ✓ **# of Vehicles:** 75-100
- ✓ **Launch Date:** Pending approval
- ✓ **Approval Documentation:** MOU (to be reviewed by city attorney)





Thank you



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**Minutes of the
BOUNTIFUL CITY COUNCIL**

August 24, 2021 – 6:00 p.m.

Present: Mayor Pro Tem Chris R. Simonsen
Councilmembers Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris,
Richard Higginson
City Manager Gary Hill
Asst. City Manager Galen Rasmussen
City Attorney Clinton Drake
City Engineer Lloyd Cheney
Parks Director Brock Hill
Streets Director Charles Benson
Power Director Allen Johnson
Finance Director Tyson Beck
Police Chief Ed Biehler
IT Director Alan West
Planning Director Francisco Astorga
Power Department Engineer Luke Veigel
Cemetery Superintendent Geno Flanary
Recording Secretary Maranda Hilton

Excused:
Mayor Randy Lewis

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26 Official notice of the City Council Meeting was given by posting an agenda at City Hall and on
27 the Bountiful City Website and the Utah Public Notice Website and by providing copies to the
28 following newspapers of general circulation: Davis County Journal and Standard Examiner.
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Work Session – 6:00 p.m.
City Council Chambers

33 Mayor Pro Tem Simonsen called the meeting to order at 6:06 p.m. and welcomed those in
34 attendance.
35

36 **FIBER UPDATE – MR. ALAN WEST**

37 Mr. Alan West presented the findings from the Fiber RFI committee. Out of eight responses
38 the committee chose four providers to interview. They met with UIA (UTOPIA), Strata, Entry Point
39 and Google.

40 He explained the details from each provider and went over the costs and timelines associated
41 with each one. He explained that the City is looking at the option of a City-owned and operated
42 network and explained some of the potential benefits of doing a that instead of a provider-owned
43 network. He explained the biggest concerns they have and reiterated that this is a very large and
44 expensive project that has many years of consequences attached to it, so they want to make sure they
45 get it right.

46 Mr. Gary Hill added that in addition to talking with providers, they have also been talking to
47 other cities and groups who have gone through a similar process. Lehi City told us about a consultant

1 that helped them figure out the actual costs of running their own system, which was very helpful to
2 them. The committee realized how much is not known and that more help will be needed from
3 independent sources to make the best decision. He fears that rushing this decision will result in error
4 and that it is their obligation to get additional information, which is what they are recommending.

5 Councilman Higginson added that this is not something that they want to rush, even though he
6 really wants to get it underway. He also stated that the City is under no illusion that it knows how to
7 run a fiber network.

8 Mr. Hill explained that there is money to be made in this industry, and the potential benefit of
9 having a City-owned network is that those cost savings could be passed on to the residents. They feel
10 that that possibility is worth exploring.

11 Mr. West said that many of the people on the committee have realized that this is a more
12 complex issue than they originally thought, and he has realized that they will benefit from a more in-
13 depth study.

14 Councilwoman Harris asked about Magellan potentially having a conflict of interest as a
15 provider and asked if any other consultants were sought out. Mr. Hill answered that Magellan is not a
16 provider, but they do offer consulting for the implementation phase. He said the scope of this contract
17 is simply for a feasibility study. He agreed that is it a legitimate concern, but that they could limit the
18 scope of the contract to avoid this conflict of interest.

19 Mr. West described the feasibility study process with Magellan would take about six months
20 and would cost \$67,500.

21 Councilman Higginson said he is concerned that Magellan would tell the City what it wants to
22 hear in order to get more work from the City. He wondered if there was a way to protect ourselves
23 from that potential.

24 Councilwoman Harris said she would like to see some community members added to the
25 committee, and also an RFP to find potential advisors. Mr. Hill said that the conflict of interest would
26 exist no matter which advisor was chosen and that an RFP process would just delay the process. But
27 he added that we could put together a steering committee of some sort if the Council wanted that. He
28 said they chose Magellan based on references and Magellan's experience in this industry.

29 Councilwoman Harris said she also worries that the City has not compared Magellan's pricing
30 to other consultants. Mr. Hill said that the committee was pleasantly surprised at the cost due to the
31 experiences they have had hiring outside consultants in the past. He said they would be happy to
32 seek other bids if the Council asks it. Councilman Higginson agreed that the price seemed fair to him.
33 He is more worried about the timeframe of six months and the potential for conflict of interest.

34 Councilwoman Harris reiterated that she would love to see a few community members
35 involved in the committee to help as the City moves forward. Councilman Higginson stated that he
36 does not see a lot of impartiality on the part of some of the members of the community.
37 Councilwoman Harris said applications could be submitted by residents to find the best people
38 possible.

39 Mr. Hill suggested they continue this discussion during the regular session because the time
40 for the work session was up.

41
42 The meeting ended at 6:59 p.m.

43
44
45 **Regular Meeting – 7:00 p.m.**
46 **City Council Chambers**

1
2 Mayor Pro Tem Simonsen called the meeting to order at 7:07 p.m. and welcomed those in
3 attendance. Chief Ed Biehler led the Pledge of Allegiance and Fr. Andrzej Skrzypiec, St. Olaf
4 Catholic Church, offered a prayer.

5
6 **PUBLIC COMMENT**

7 The public comment section was opened at 7:09 p.m.

8
9 Mr. Lee Caldwell (Villanova Condominiums, 1950 S. 200 West) brought a petition before the
10 Council requesting the installation of a blind corner mirror at the access of the Villanova
11 Condominiums and 200 West. He explained that they feel it is an extreme safety hazard there
12 regarding visibility of oncoming traffic and that they have had several near misses.

13
14 Ms. Miranda Lotz (43 S. 750 East) said that she feels the Council has four wonderful options
15 in front of them regarding fiber networks for the City and she is not in favor of putting another six
16 months into making the decision to get UTOPIA. She claimed the City is withholding UTOPIA from
17 the residents while they use currently use and enjoy it.

18
19 Ms. Melody Mortensen (68 Windsor Court) brought a petition before the Council requesting
20 the painting of bicycle lanes on Bountiful Boulevard. She asked them to please prioritize this action
21 to make the street safer for cyclists and drivers alike.

22
23 Mr. Dallas Smith (59 W. 2200 South) stated that the City is not qualified to run a fiber
24 network utility. He said that if UTOPIA is good enough for the City, then it should be good enough
25 for its residents. He said that his facebook group (Bountiful for Fiber) is educated and they are
26 proponents of UTOPIA because it is the best option. He claimed that in places that have competition
27 for fiber networks the prices are lower, and that competition is what will provide our residents with
28 the lowest costs, not a City-run utility. He shared that Clinton, Syracuse and West Point have all
29 contracted with UTOPIA and have very high take rates. He said that this should be a no-brainer.

30
31 Mr. Brandon Norlund (249 S. 200 East) said he is a cloud infrastructure consultant for Dell
32 Technologies, and he works with the Department of Defense. He cautioned that Magellan seems to
33 “have skin in the game” and could profit from advising the City to use them down the road. He added
34 that this is a complex decision and that another 8-12 weeks to find other consulting options is not that
35 much time in the long run. He said if the City decided to finance the network with a bond, he feels it
36 would likely fail, in light of the recent property tax increase and the Washington Park/Trails bond.

37
38 Mr. BJ Lieber (1882 S. 350 East) explained that each time they delay the decision about fiber, it takes
39 money out of the pockets of the residents. There is only one decent provider in Bountiful at the
40 moment which means they can charge whatever they want, and the people have to pay it. There is no
41 guarantee that they will save the residents money long term if they choose to build their own
42 network, but there is a guarantee that prices will decrease if they allow competition here.

43
44 The public comment section was closed at 7:21 p.m.

1 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETINGS HELD ON JULY 27,**
2 **AUGUST 9 & AUGUST 11, 2021**

3 Councilwoman Bradshaw made a motion to approve the minutes and Councilwoman Harris
4 seconded the motion.

5 Councilman Higginson submitted a correction to page 34, line 6 of the minutes to read
6 11.25% instead of 15%, and asked Councilwoman Harris if that was a correct representation of her
7 words. Councilwoman Harris said it was correct.

8 Councilwoman Bradshaw withdrew her motion.

9 Councilman Higginson made a motion to approve the minutes with the suggested correction
10 and Councilwoman Harris seconded the motion. The motion passed with Councilmembers Bahr,
11 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

12
13 **COUNCIL REPORTS**

14 Councilman Higginson reported that the Water Department is working quickly to fix the issue
15 with the high radium levels that occurred due to the drought. He also reported that the Power
16 Department is looking toward the future, and that there may be some significant changes in the
17 Colorado River Storage Project (CRSP) which could affect the City. He will report on that in the
18 future if it becomes more concrete.

19 Councilwoman Bahr did not have a report.

20 Councilwoman Harris thanked the residents for being involved in the discussion about fiber.
21 She expressed how difficult it is to both represent the wants of the community and to represent the
22 best interests of the City. She also announced that the Bountiful Business Symposium will be held on
23 September 22.

24 Councilman Simonsen reported that the final concert in the park will be held on Friday and
25 encouraged everyone to attend. He also thanked the many people and organizations that helped with
26 the 23rd annual Coats for Kids Car Show. They raised enough money this year to clothe every needy
27 child in the South Davis area with winter clothing.

28 Councilwoman Bradshaw explained that the Traffic Safety Committee is the body that
29 reviews concerns from residents about traffic safety issues and that they meet as needed when they
30 have requests from residents. She also explained that the Trails Advisory Committee met recently and
31 is looking into the Bountiful Boulevard biking lanes issue that was brought up.

32
33 **CONSIDER APPROVAL OF:**

34 a. **EXPENDITURES GREATER THAN \$1,000 PAID JULY 19 & 26, AND AUGUST 2 &**
35 **9, 2021**

36 b. **PRELIMINARY JUNE 2021 FINANCIAL REPORT**

37 Councilwoman Bahr made a motion to approve the expenditures and the preliminary financial
38 report and Councilwoman Harris seconded the motion. The motion passed with Councilmembers
39 Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

40
41 **CONSIDER APPROVAL OF THE PRIMARY ELECTION RESULTS AS PREPARED BY**
42 **THE DAVIS COUNTY CLERK/AUDITOR’S OFFICE CANVASS – MR. GARY HILL**

43 Mr. Gary Hill explained that at the end of every election, both primary and general, the
44 Council is required to meet as the Board of Canvassers to canvass the election results. Davis County
45 administered the election and has provided the results from the mayoral primary election to us. Mr.
46 Hill read the election results and other details about voter turnout.

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

4
5 **CONSIDER APPROVAL OF ADDITIONAL COSTS ASSOCIATED WITH THE 2021**
6 **OVERLAY PROJECTS AND APPROVE PAYMENT TO BLACK FOREST PAVING – MR.**

7 Mr. Lloyd Cheney explained that in March the Council approved a contract with Black Forest
8 paving for four different projects. As they went through these projects, they had to do additional
9 milling in some areas where old overlays were thin and peeling and they had to dig deeper in order to
10 ensure a better adhesion. They also found soft places that needed to be repaired before they could
11 overlay to prevent premature pavement failure. He said that this resulted in additional costs above the
12 stipulated 10% in the policy which requires them to bring it before Council for approval. He added
13 that they have used their best judgement to create a good foundation for these roads which they hope
14 will be in the best interest of the City’s road network, especially in areas that have a lot of ground
15 water issues. He said that they do have room in the budget to accommodate the extra expense, but it
16 may mean moving other projects further out.

17 Councilwoman Harris made a motion to approve the request for additional payment to Black
18 Forest Paving and Councilman Higginson seconded the motion. The motion passed with
19 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

20
21 **CONSIDER APPROVAL OF THE TRAFFIC SAFETY COMMITTEE ITEMS – MR.**
22 **LLOYD CHENEY**

23 Mr. Cheney explained that the Traffic Safety Committee, which met earlier, forwarded the
24 following items to the City Council for approval.

25 Item one is the installation of a reduced school speed zone and crossing guard at 325 West
26 1000 North. A previous crossing was at 275 East, but they feel the move to 325 West will be better.
27 Also, a guarded walk is required there by law because of the speed limit, and a guard has already
28 been approved in the police budget.

29 Councilman Higginson made a motion to approve the installation of the school speed zone
30 and the guarded crosswalk at 325 West and 1000 North and Councilwoman Bradshaw seconded the
31 motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen
32 voting “aye”.

33 Item two is the installation of painted 30 mph signs on North Canyon Road. They did a speed
34 study and found that 79% of the cars exceeded the speed limit, signifying that the City does need to
35 take action. Mr. Cheney recommended painted signs on the road as the next step.

36 Councilwoman Harris made a motion to approve the painted speed signs on North Canyon
37 Road and Councilman Higginson seconded the motion. The motion passed with Councilmembers
38 Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

39 Item three is the installation of center line striping and signage on Hidden Lake Drive. Mr.
40 Cheney explained that the looped road has two short radius curves with steep grades, and after
41 reviewing the construction standards for this location he feels it would be appropriate to take action
42 to help people slow down and stay in their lane. The residents have noted that traffic both up and
43 down do not stay in their lanes very well.

44 Councilwoman Bahr made a motion to approve the centerline striping and the signs on
45 Hidden Lake Drive and Councilwoman Bradshaw seconded the motion. The motion passed with
46 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

1 Item four is the installation of a no parking zone at Call Meadows PUD where it intersects
2 with Country Springs on 200 West. Mr. Cheney explained that due to complaints about parking on
3 the street causing visibility issues, they investigated and found that there were not enough accidents
4 reported in the past to merit making changes to this intersection. He added that no parking zones tend
5 to push the parking into someone else’s yard, so he does not like to use them, but he recommends
6 adding a very short no parking zone around the entrance of the PUD. It will push parked cars back
7 from the entrance but there will still be plenty of parking on the street. They recommend both
8 painting the curb and installing signs.

9 Councilwoman Bradshaw made a motion to approve the no parking zone and Councilwoman
10 Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
11 Higginson and Simonsen voting “aye”.

12 Item five is the consideration of a policy related to the installation of signs for children with
13 disabilities. Mr. Cheney explained that the Manual on Uniform Traffic Control Devices (MUTCD)
14 does not recognize this type of sign, so it is left up to the City to create its own policy. He explained
15 that the Traffic Safety Committee forwards a positive recommendation for adoption but wished to
16 discuss section 3.4 from the policy with the full Council before voting. The policy, as it stands,
17 outlines that the family requesting the signs will pay for the signs and that the City will cover the
18 costs of labor and equipment for the installation. He added that signs costs \$110 to \$120 each, and
19 that typically two signs would be required. He explained that the committee felt it would be
20 appropriate to ask the Council to eliminate the family’s requirement to share the cost for signs, and to
21 have the City cover all costs instead.

22 Councilwoman Bahr added that because it is a one-time cost, and because requests for this
23 type of sign happen so infrequently, she feels that the City could cover the costs instead of asking
24 these families to pay for them.

25 Councilwoman Bradshaw added that the committee discussed how this type of signage
26 request compared to a neighborhood asking for speed signs or for striping, and the City covers the
27 cost of those signs. She also mentioned that they discussed costs sharing options if more than two
28 signs are needed, as is the case in the next item.

29 Councilman Higginson said he did not think the situations were the same, a neighborhood
30 street sign compared to a specific family asking for a sign.

31 After more discussion, Councilwoman Bahr made a motion to strike section 3.4 from the
32 policy and adopt it and Councilwoman Harris seconded the motion. The motion passed with
33 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

34 Item six is the installation of three signs for a child with a vision disability at 72 Viewcrest
35 Circle. The Traffic Safety Committee forwarded a positive recommendation.

36 Councilwoman Harris made a motion to approve the installation of the signs and Councilman
37 Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
38 Higginson and Simonsen voting “aye”.

39 Item seven is the installation of 25 mph signs on Indian Springs Road between Bountiful
40 Boulevard and the 3100 South/400 East intersection. Mr. Cheney explained that they conducted a
41 speed study and found that 90% of the vehicles exceeded the speed limit, with the 85th percentile
42 speed being 34 mph. This was an indication that they need to do something. They recommended
43 installing two 25 mph signs on this segment of road, and that they do another speed study in one year
44 to reevaluate the results.

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

4
5 **CONSIDER APPROVAL OF THE BID FROM REDD ENGINEERING AND**
6 **CONSTRUCTION FOR THE CEMETERY SHOP IMPROVEMENTS AND EXPANSION IN**
7 **THE AMOUNT OF \$195,456 – MR. BROCK HILL**

8 Mr. Brock Hill discussed the current condition of the cemetery infrastructure and explained
9 that with the increase in burials they are doing, it is time to make some improvements so they can
10 continue to function well and provide a great service to our residents. The development of Plat R is
11 going to require a bigger workload from staff as well, as they prepare sites on the east property. He
12 explained that those things are driving this need for improvements. He explained that they are going
13 to remove the rock house, which has become a hazard, add two additional bays to the shop, add a
14 staff bathroom and add yard space. He said that they contacted three construction companies about
15 the project and received two bids back. Both bids came back close to their estimates. They propose
16 accepting the bid from Redd Engineering for \$195,456 and recommend entering into a contract with
17 them.

18 Councilwoman Harris made a motion to approve the bid for the shop expansion and
19 Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
20 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

21
22 **CONSIDER APPROVAL OF THE SITE PLAN FOR THIRST DRINKS, 1545 SOUTH MAIN**
23 **STREET WITH CONDITIONS DESCRIBED – MR. KENDAL BLACK**

24 Mr. Kendal Black explained that Mr. Alex Winder, representing Thirst Drinks, is requesting a
25 change of use through a conditional use permit for the old Enterprise Rental Car building at 5-points
26 off of Main Street and 200 West. The site plan for a change in use such as this is required to be
27 reviewed by the City Council. He explained that this will be considered a restaurant with a drive-
28 through and, as such, is required to have six stacking spots for cars. They are providing 15 spots for
29 the drive through as well as a few parking spots for employees only. There will not be a walk-up
30 window. The entry and exit for the drive-through are both on 200 West, while the access on Main
31 Street will not be used. The Planning Commission forwards a unanimous recommendation.

32 Council members asked questions about the changes to the site and building. Mr. Black
33 answered them.

34 Councilwoman Harris made a motion to approve the site plan.

35 Councilman Higginson asked how they will solve the issue of cars backing up onto the street,
36 as has been the case with other drink shops in town. Mr. Francisco Astorga answered that the
37 applicant is restricted by what the current code requires, which is six spaces, and that while he cannot
38 make promises about traffic issues, the applicant is exceeding the requirement. Councilman
39 Higginson said he likes the double-stacked lane.

40 Councilwoman Bradshaw asked whether turning left out of the exit should be restricted
41 considering the double-yellow lane and the proximity to the roundabout. Mr. Astorga said they had
42 not looked into it. Mr. Cheney added that he did not think it was a real concern in that location; it is
43 not illegal to turn left across a double-yellow line and the traffic volume is fairly low on that section
44 of street.

1 Councilwoman Bahr said she felt a “right turn only” would help with traffic flow, and she
2 wondered if a “porkchop” curb would be helpful here. Mr. Cheney said a sign would likely be
3 ignored, and if the Council wanted a curb, they could ask for that.

4 Councilman Harris added that although they have a traffic engineer on the Planning
5 Commission, he was not present at the meeting when this item was discussed. She does, however,
6 trust Mr. Cheney’s opinion of the matter and it does meet the code.

7 Councilwoman Bahr made a motion to suggest to the developer that they add curbing to
8 encourage traffic to exit to the right, along with the other recommendations.

9 Mr. Astorga recommended that they give the business a one-year trial period, and that if
10 traffic becomes an issue they can revisit and address it then. Councilwoman Bradshaw said she felt
11 that would be a hardship for the business if they are asked to shut down to pour a new curb in one
12 year. She would rather have the Planning Commission look at this now and if they are confident then
13 it will alleviate our concerns.

14 Mr. Cheney apologized and said that he was just reminded about an upcoming change to
15 Bountiful Elementary School, which will possibly affect the access to the school off of 200 West. He
16 agrees that a “right turn only” exit would promote efficient traffic movement and help with school
17 traffic issues. After more discussion, Councilman Higginson said that if the Council requires the
18 developer to make it a “right turn only” exit, he suggests using a sign instead of requiring the
19 business to do expensive concrete work which will add to their startup costs.

20 Councilwoman Bahr withdrew her motion.

21 Councilwoman Bahr made a new motion to approve the site plan with the addition of a “right
22 turn only” sign and Councilwoman Harris seconded the motion. The motion passed with
23 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

24
25 **CONSIDER ANNUAL TYLER TECHNOLOGIES SOFTWARE MAINTENANCE**
26 **CONTRACT IN THE AMOUNT OF \$87,045 – MR. ALAN WEST**

27 Mr. West explained that this is the annual contract for software maintenance. The software is
28 used to support many functions in the City including all financials, utility billing and business
29 licenses, among others. Typical software maintenance agreements in the industry are 15% of the
30 original software cost and this is no different.

31 Councilwoman Harris made a motion to approve the contract and Councilman Higginson
32 seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higgins and
33 Simonsen voting “aye”.

34
35 **CONSIDER APPROVAL OF A CONTRACT WITH MAGELLAN ADVISORS FOR**
36 **BROADBAND FEASIBILITY SERVICES IN THE AMOUNT OF \$67,500 – MR. ALAN**
37 **WEST**

38 Mr. West read the final paragraph of the staff report, “It is expected that as a detailed analysis
39 is shared at this Council Work Session, the Mayor and Council will have enough information to make
40 a decision as to whether they would like to move ahead with a Provider Owned and Operated Fiber
41 Network, or to further explore the options of building a City Owned Fiber Network.

42 If the Mayor and Council feel they would like to proceed with a Provider Owned and
43 Operated Network, it is recommended that the City enter into contract negotiations with UTOPIA
44 Networks. Engaging with UTOPIA would require a “revenue pledge” from the City as a condition of
45 the partnership.

1 If the Mayor and Council decide they would like to pursue the option of building a City
2 Owned and Operated Network, the RFI Review Committee and the I.T. staff recommend that the
3 attached contract with Magellan Advisors be approved for \$67,500.”

4 Councilwoman Harris said she was not comfortable closing the door on UTPOPIA but would
5 like to find out more about the City-owned option. She would also like to see the committee
6 expanded to include members of the community. Mr. Hill said that there is nothing that would
7 prevent the City from choosing UTOPIA or Google even after they have a feasibility study done. The
8 committee simply felt it was owed to the residents to look into a City-owned utility for the potential
9 of it being better and cheaper, but if the Council does not want to spend more time on it, then they
10 recommend choosing UTOPIA.

11 Councilwoman Bradshaw asked about how the winter construction moratorium would affect
12 build-out timelines for each of the bids from the four companies. Mr. Cheney said that they do their
13 best to be accommodating when they have warm weather, but that yes, it seems work would not start
14 to really get underway until spring.

15 Councilman Simonsen said he was concerned the cart will get before the horse, and that he
16 prefers the Council take the time and see what the advisers are able to tell determine.

17 Councilman Higginson said that although he is bothered by the idea of waiting longer, he
18 would feel more comfortable doing the feasibility study if he could be assured about the consultant’s
19 motives and if there was a way to buffer against being consulted into using them more.

20 Councilwoman Harris suggested using this time before winter hits to do an RFP for more
21 consulting options and include community members on it. Councilman Higginson worried that doing
22 an RFP would push everything down the road even further. Mr. West said that an RFP would take
23 several weeks to compile and another several weeks to analyze the responses. It could potentially
24 give us a better option, but it would also complicate the process quite a bit.

25 Councilwoman Harris said that her only contingency for contracting with Magellan is that the
26 working group be expanded to include some residents.

27 Councilman Higginson made a motion to approve the contract with Magellan Advisors, with
28 the condition that any future work be bid separately, without automatically “grandfathering in”
29 Magellan.

30 Councilwoman Harris asked about adding community members to the committee.
31 Councilman Higginson said he had no problem with that. Councilwoman Bradshaw said she was
32 unsure what role residents would play in a feasibility study. Councilwoman Harris compared it to
33 having a Public Art Advisory Committee or a Trails Advisory Committee. She said she felt the City
34 would benefit from having experts in the community help advise the City on the complex issue.
35 Councilwoman Bahr said she feared that a project this large would be too big of a burden to lay on
36 people who have not been elected and that the more people who are involved the more conflict of
37 interest there might be. Mr. Hill asked what role the committee would have regarding the Magellan
38 recommendation, since he doubts the Council would want filtered results from the study.

39 Councilman Simonsen advised the Council to move on and approve the contract with
40 Magellan and then decide what to do once the submit recommendation.

41 Councilwoman Bahr seconded the earlier motion made by Councilman Higginson. The
42 motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

43
44 **CONSIDER APPROVAL OF THE BID FROM ANIXTER POWER SOLUTIONS TO**
45 **PURCHASE 477 ACSR WIRE IN THE AMOUNT OF \$30,917 – MR. ALLEN JOHNSON**

1 Mr. Allen Johnson said they have been working on a project to rebuild the power line that
2 goes up Val Verda Road. This wire purchase would be the primary conductor used for that project.
3 He explained that COVID-19 has impacted their ability to get the materials they need, and this
4 supplier was the only place that had it in stock, so that is why there is only one quote presented. He
5 added, however, that it was a reasonable price.

6 Councilman Higginson made a motion to approve the bid from Anixter Power Solutions and
7 Councilwoman Bradshaw seconded the motion. The motion passed with Councilmembers Bahr,
8 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

9
10 **CONSIDER APPROVAL OF THE BID FROM ANIXTER POWER SOLUTIONS TO**
11 **PURCHASE CONDUIT IN THE AMOUNT OF \$72,510 – MR. ALLEN JOHNSON**

12
13 Mr. Johnson explained that they plan on putting conduit in from Bountiful Bouvard to the “B”
14 and needed to purchase conduit for the project. He added that conduit is very expensive and difficult
15 to get, so he received approval from the City Manager to purchase it as soon as it became available.
16 He checked with their purchasing agent this week and the price has almost doubled since then, so it
17 was a good thing they purchased when they did.

18 Councilwoman Bradshaw made a motion to approve the purchase and Councilwoman Harris
19 seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson
20 and Simonsen voting “aye”.

21
22 **CONSIDER APPROVAL OF THE BID FROM BLACK AND MCDONALD FOR THE**
23 **DIRECTIONAL BORING IN THE ADDITIONAL AMOUNT OF \$89,790 – MR. ALLEN**
24 **JOHNSON**

25 Mr. Johnson explained that they would like to extend their contract with Black and McDonald
26 to include some additional directional boring work they have since discovered. This work would add
27 \$89,790 to their contract, and this is a budgeted item. He added that Black and McDonald said they
28 would be able to get the work done before October 15th which will be very beneficial to the
29 homeowners who are having power issues right now.

30 Councilwoman Bradshaw made a motion to approve the bid from Black and McDonald and
31 Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
32 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

33
34 **CONSIDER APPROVAL OF \$30,193 FOR ROAD MILL REPAIR COSTS PROVIDED BY**
35 **GOODFELLOW CORPORATION – MR. CHARLES BENSON**

36 Mr. Charles Benson explained that the main planetary drive for the main drum failed on the
37 road mill, and although these are heavy-duty pieces of equipment, they do sometimes have
38 breakdowns. This is the road mill used for street repairs. The broken part needs to be replaced and the
39 quote is \$30,193 for parts and labor.

40 Councilwoman Harris made a motion to approve the costs for the road mill repair and
41 Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr,
42 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

43
44 **CONSIDER APPROVAL OF THE PURCHASE OF FOUR POLICE VEHICLES IN THE**
45 **TOTAL AMOUNT OF \$118,798 FROM TONY DIVINO TOYOTA AND PERFORMANCE**
46 **FORD – CHIEF ED BIEHLER**

1 Chief Biehler explained that they are requesting four new vehicles for the Police Department.
2 Two of them will be 2022 Toyota Camry hybrids assigned to the detectives and two will be Ford
3 Explorers assigned to the administration. The Toyotas will be purchased from Tony Divino Toyota at
4 the State contracted price, and the Fords will be purchased locally at Performance Ford at a price
5 comparable to the State contracted price. They will be retiring and selling four used vehicles from the
6 department.

7 Councilman Higginson made a motion to approve the purchase of the new vehicles and
8 Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr,
9 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

10
11 **CONSIDER APPROVAL OF THE PURCHASE OF A CARRIER WATER COOLER**
12 **CHILLER AND A REPLACEMENT ACTUATOR FROM AMERICAN CHLLER IN THE**
13 **TOTAL AMOUNT OF \$143,946 – CHIEF ED BIEHLER**

14 Chief Biehler explained that the water-cooled chiller (HVAC system) in the public safety
15 building is in a state of disrepair and has been costing a lot of money each month, especially over the
16 summer, as they tried to keep the building cool. The replacement of the system has been planned in
17 the current (FY2022) budget and they would like to do that as soon as possible. He said that they
18 tried to get many bids but only received two. They have decided to purchase the Carrier dual-circuit
19 HVAC system and a replacement actuator from American Chiller.

20 Councilwoman Bahr made a motion to approve the purchases and Councilwoman Bradshaw
21 seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson
22 and Simonsen voting “aye”.

23
24 **CONSIDER APPROVAL OF RESOLUTION 2021-16 APPOINTING MR. RYAN LOOSE AS**
25 **THE BOUNTIFUL CITY ADMINISTRATIVE LAW JUDGE – MR. CLINTON DRAKE**

26 Mr. Drake explained that the Utah code allows for cities to appoint Administrative Law
27 Judges (ALJs) to hear various matters as outlined in the code. Bountiful City is in need of an ALJ,
28 and they propose the appointment of Mr. Loose to the position. The term will be for just under two
29 years. He recommended Mr. Loose as a good attorney who is intelligent, ethical and who has a good
30 knowledge of municipal law.

31 Councilwoman Harris made a motion to approve the appointment of Mr. Loose and
32 Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
33 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

34
35 **ADJOURN**

36 Councilwoman Bradshaw made a motion to adjourn the regular session and Councilwoman
37 Bahr seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
38 Higginson and Simonsen voting “aye”.

39
40
41 The regular session was adjourned at 9:09 p.m.
42

Mayor Randy Lewis

City Recorder

PENDING

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
August 16, 23 & 30, 2021
Author: Tyson Beck, Finance Director
Department: Finance
Date: September 14, 2021

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, August 16, 23 & 30, 2021.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 16, 2021**

<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>
1105	ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	3,017.92	223215	50819661	Replaced Valve - Customer # 98370
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,495.40	223217	68N64021	Tree Trimming -Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223217	68N64121	Tree Trimming -Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223217	68Z58621	Tree Trimming -Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223217	68Z58721	Tree Trimming -Customer # 025450
13077	AVID TRAILS	Legislative	454110 473100	Improv Other Than Bldgs	19,476.60	223218	Bountiful-01	Avid Trail Design for Holbrook Canyon
1447	BP ENERGY COMPANY	Light & Power	535300 448611	Natural Gas	232,967.92	223224	21161259	Natural Gas - Contract # 23191
1393	BTS LANDSCAPING PROD	Landfill	575700 462400	Contract Equipment	35,576.50	223227	113100	Subgrinding by the Hour for July 2021
7669	Centerpoint Theatre	Legislative	104110 461000	Miscellaneous Expense	2,000.00	223231	G21-127	2021 Legacy Gala, 8 Tickets
1615	CENTURYLINK	PSAP - E911	104219 428000	Telephone Expense	1,070.19	223232	5107XLB1S3-2021220	Acct # 5107XLB1S3
12629	CITY JOURNALS	Legislative	104110 422000	Public Notices	1,048.00	223235	17843	Legal Notices and Ordinaces
2055	ELECTRICAL CONSULTAN	Light & Power	535300 474820	CIP 12 Dist Sys Feeder #575	1,843.50	223205	93918	Project BCP-019 3100 S Feeder 575 Distribution
2642	INTERWEST SUPPLY COM	Streets	104410 425000	Equip Supplies & Maint	1,809.66	223263	IN0092299	Misc.Parts and Supplies - Customer # BOU01
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,010.10	223265	7346	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	11,266.71	223265	7338	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	16,410.03	223265	7326	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	19,083.87	223265	7316	Patching - Customer # BOUN02610
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,258.77	223271	S104259772.001	Adaptors and Hydrants Traffic Repair- Cust # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	1,896.82	223271	S104258021.001	MACRO Coupler - Cust # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	19,427.87	223206	S104111892.001	Inventory Misc.Parts - Customer # 18498
3335	NYHART	Finance	104140 431000	Profess & Tech Services	2,637.76	223207	0169485	Project 003590.HCADM Professional Service
3335	NYHART	Light & Power	535300 431000	Profess & Tech Services	4,053.19	223207	0169485	Project 003590.HCADM Professional Service
3972	SOLAR TURBINES, INC.	Light & Power	535300 448614	Power Plant Equipment Repairs	6,843.40	223296	11545485976	Repair Turbine at Power Plant
4387	UTAH LEAGUE OF CITIE	Legislative	104110 492300	Grant Award Payments	5,000.00	223311	06092021	Authorized by City Council ARPA Fee
4528	WAXIE SANITARY SUPPL	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,223.86	223211	80118529	Hand Sanitizer, TP , Cleaner
					TOTAL:			411,833.67

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 23, 2021**

<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>
13094	AMERICAN STONE	Cemetery	595900 426000	Bldg & Grnd Suppl & Maint	1,898.85	223331	SAJ/2021/15982	Gold Basalt,Drilling Service,Water Pump,PVC
13095	APPLE DAY CARE	Light & Power	535300 448632	Distribution	1,290.00	223334	08232021	Repair to Fence
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,464.42	223335	69068221	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,557.36	223335	69068321	Tree Trimming - Customer # 025450
5281	DOMINION ENERGY UTAH	Light & Power	535300 448611	Natural Gas	47,561.14	223353	08012021N	Acct # 6056810000
2126	FAIRBANKS SCALES	Landfill	575700 448000	Operating Supplies	1,527.75	223357	1558920	Misc.Parts and Supplies - Customer # 95481
2264	GATEWAY MAPPING, INC	Light & Power	535300 429300	Computer	1,134.41	223319	0144935	Professional Services for June 2021
8756	IRBY ELECTRICAL DIST	Light & Power	535300 448639	Substation	1,420.00	223371	S012473815.002	2xLockout Relays - Customer # 221694
2664	J AND J PRODUCE	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,460.00	223372	2057583	London Plantree - Customer # C1447
2719	JMR CONSTRUCTION INC	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,882.50	223373	2	480sq' Concrete, Fiber Mess, 1 and 1/2 sm Load Fee
9721	OVERHEAD DOOR CO OF	Streets	104410 426000	Bldg & Grnd Suppl & Maint	1,240.00	223393	IN-0453187	Annual PM for Doors
3899	SHERRILL / VERTICAL	Light & Power	535300 448636	Special Equipment	1,369.83	223404	INV-667685	Harness Lanyard - Customer # 68053
13092	SOUTHERN STATES	Light & Power	535300 448639	Substation	1,049.36	223408	36721	Aux Switch and Assembly - Customer # 6074
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,956.35	223418	0329028	Windshield Washer Bulk - Acct # 000275
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	29,022.50	223418	0328916	Fuel - Acct # 000275
4273	TURF EQUIPMENT CO	Golf Course	555500 425000	Equip Supplies & Maint	1,122.76	223422	3000483-00	Turf Supplies
5000	U.S. BANK CORPORATE	Treasury	104143 423000	Travel & Training	1,213.97	223423	08102021TE	TrvlandTrainExpense-Acct# 4246-0445-5571-8851

5000 U.S. BANK CORPORATE	Police	104210	423000	Travel & Training	1,029.32	223423	08102021DG	APCO,Heaters,XguardSupply-Act# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Water	515100	431000	Profess & Tech Services	1,639.00	223423	08102021GW	Misc Supplies -Act# 4246-0445-5571-8851
5000 U.S. BANK CORPORATE	Cemetery	595900	426000	Bldg & Grnd Suppl & Maint	3,032.26	223423	08102021BH	TrailandParkSupplies-Act# 4246-0445-5571-8851
4450 VERIZON WIRELESS	Light & Power	535300	448641	Communication Equipment	1,766.70	223425	9885248445	Acct # 371517689-00001
7732 WINGFOOT CORP	Police	104210	426000	Bldg & Grnd Suppl & Maint	2,095.00	223428	107276	Janitorial Cleaning for Aug 2021
13073 WORLDPAY	Golf Course	555500	431050	Credit Card Merchant Fees	7,380.46	223327	08232021	Golf Course Credit Card Fees - Tax ID 87-6000212
					TOTAL:	<u>124,113.94</u>		

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 30, 2021**

<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>
13112	ANDERSON, WAHLEN & A	Legal	104120 431000	Profess & Tech Services	5,542.50	223430	57675	Expert Witness/Consultant Fee
1164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,118.75	223443	4998918-01	1/0 Splice and Lrg Clevis - Customer # 6000052
1164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,692.00	223443	5003430-00	3 Ph Can Back Plates - Customer # 6000052
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,335.92	223444	70B09621	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,557.36	223444	70B09721	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,712.26	223444	70Q29221	Tree Trimming - Customer # 025450
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,805.20	223444	70Q29121	Tree Trimming - Customer # 025450
11636	BLACK FOREST PAVING	Streets	104410 473200	Road Materials - Overlay	107,610.93	223447	03	Projects Overlays Medical Dr and Cave Hollow
1615	CENTURYLINK	PSAP - E911	104219 428000	Telephone Expense	3,522.28	223459	08222021	Acct # 801-578-0401 452B
1716	CMT ENGINEERING LABO	Streets	454410 473500	Road Reconstruction	1,234.50	223463	96492	Project 017061- 1000 North Reconstruction
13110	DORSETT CONTROLS	Water	515100 474500	Machinery & Equipment	11,698.91	223467	J004949A	SCADA Approval - Customer Code 687
2003	DUNCAN ELECTRIC SUPP	Light & Power	535300 448633	Street Light	8,444.45	223468	166565-1	5000' CU Sire - Customer # 021350
5039	E.C.T. SALES & SERVI	Water	515100 448000	Operating Supplies	12,289.13	223469	19387	Controller and Supplies
2055	ELECTRICAL CONSULTAN	Light & Power	535300 474820	CIP 12 Dist Sys Feeder #575	1,254.00	223432	94926	Project BCP-019 3100 S Feeder 575 Dist
2061	ELECTROSWITCH CORP.	Light & Power	535300 448639	Substation	1,551.58	223472	W136102	Control Switches - Billing # 1183710
7212	ENTELLUS INC	RAP Tax	838300 426100	Special Projects	5,010.00	223474	52782	N.Canyon Trailhead Project
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	1,010.00	223481	21821	Turf Supplies
2350	GREEN SOURCE, L.L.C.	Golf Course	555500 426000	Bldg & Grnd Suppl & Maint	1,381.00	223481	21799	Turf Supplies
2537	HOSE & RUBBER SUPPLY	Landfill	575700 425000	Equip Supplies & Maint	1,114.65	223433	01549375	10" Wafer Valve - Customer # B1580
8756	IRBY ELECTRICAL DIST	Light & Power	535300 448639	Substation	1,494.00	223490	5012526777.001	15 KV Station Arrestors - Customer # 221694
2866	KRENZ & COMPANY INC.	Light & Power	535300 448639	Substation	1,698.49	223494	76202	Spare Transformer Fans - Cust # CBOUNB
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,090.83	223495	7389	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,359.93	223495	7401	Patching - Customer # BOUN02610
3018	MARQUEE BODY & PAINT	Liability Insurance	636300 451150	Liability Claims/Deductible	3,860.56	223505	7255	Claim/ Golf
3129	MILSOFT UTILITY SOLU	Light & Power	535300 429300	Computer	1,055.30	223509	20214487	Overflow Calls for Sept. 2021
10820	PEAK ASPHALT, LLC	Streets	104410 473200	Road Materials - Overlay	1,232.25	223522	8-479671	Tach Oil - Customer # BC17
5553	PURCELL TIRE AND SER	Sanitation	585800 425000	Equip Supplies & Maint	2,484.36	223531	2840686	Tires for Sanitation Trucks - Acct # 2801867
3972	SOLAR TURBINES, INC.	Light & Power	535300 448614	Power Plant Equipment Repairs	1,639.00	223540	AFS10037462	Repair Labor - Job ID J1061343720
3972	SOLAR TURBINES, INC.	Light & Power	535300 448614	Power Plant Equipment Repairs	2,562.00	223540	AFS10037412	Repair Labor -Job ID J1061343720
4026	STAKER & PARSONS	Storm Water	494900 448000	Operating Supplies	1,489.68	223542	5634722	Sand for Sandbags - Customer # 18108
4171	HATCHER COMPANY	Water	515100 448000	Operating Supplies	4,168.45	223551	1528060	Chlorine for Pump House- B/L #1550018
4217	TITLEIST	Golf Course	555500 448240	Items Purchased - Resale	1,378.14	223552	911588661	Golf Balls - Acct # US00021802
4341	UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Annualized Accrual	1,373,989.73	223554	08252021	July 2021 payment for Power Resources
12358	WADMAN CORPORATION	Streets	454410 472100	Buildings	18,962.21	223560	10	PROJECT #WC-20-103 PERIOD TO 8-31-21
12358	WADMAN CORPORATION	Light & Power	535300 472100	Buildings	20,451.33	223560	10	PROJECT #WC-20-103 PERIOD TO 8-31-21
8034	WASATCH SOUND	Legislative	104110 492080	Community Events-BntflComServC	4,325.00	223562	08302021	Bountiful City Concerts in the Park
10269	YAMAHA MOTOR FINANCE	Golf Course	555500 425100	Special Equip Maintenance	41,937.73	223566	744385	2021 Golf Cart Yearly Lease Pmt - Lessee # 2986111
					TOTAL:	<u>1,671,064.41</u>		

City Council Staff Report

Subject: July 2021 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: September 14, 2021



Background

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

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2022 through July as compared to the past three fiscal year periods through that same timeframe.

The FY2022 budget portion of these reports is the originally adopted FY2022 budget approved by the City Council in August of 2021.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

Financial information to aid in legislative and operational decision making.

Recommendation

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

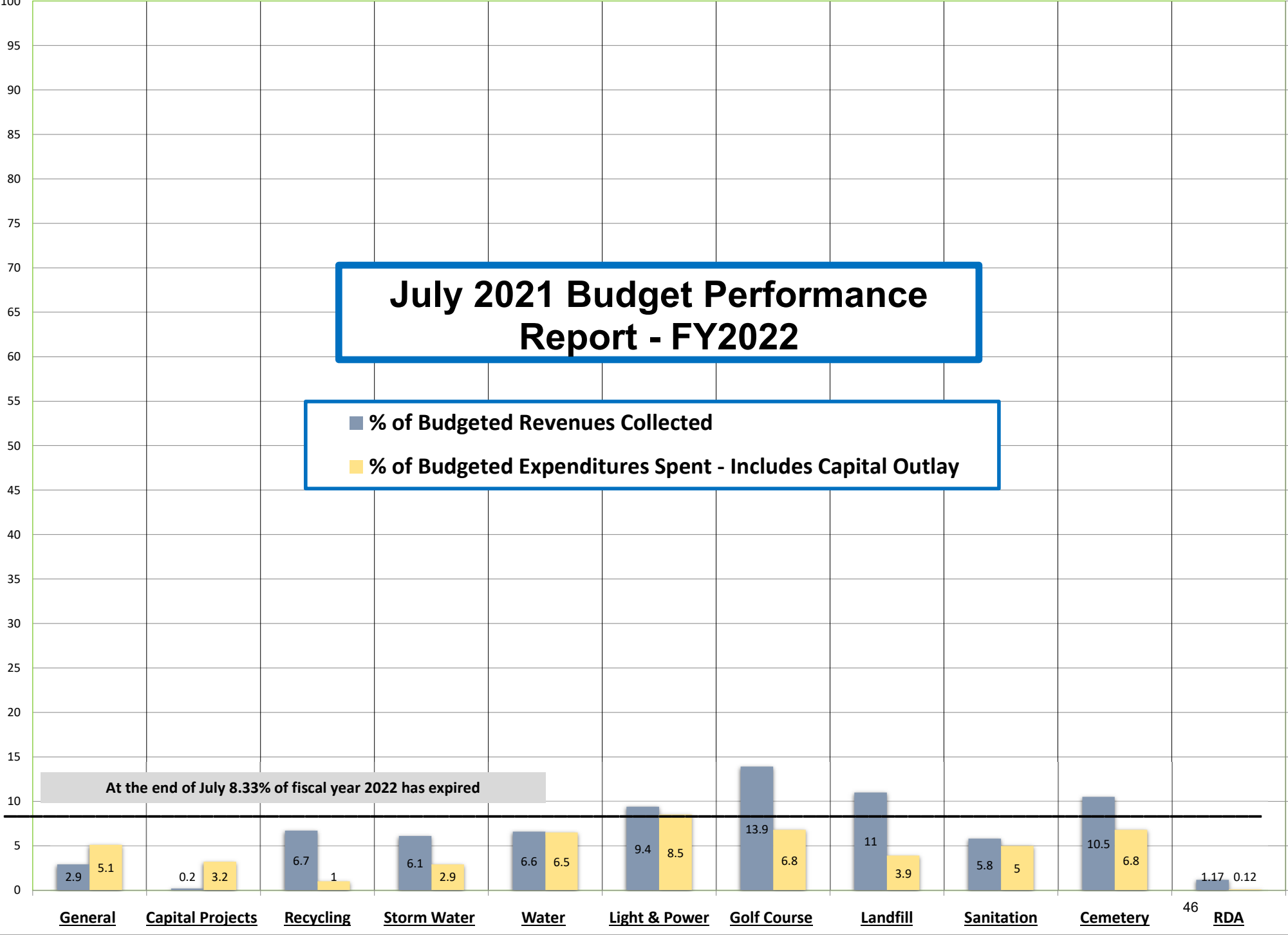
Attachments

- July 2021 Revenue & Expense Reports – Fiscal 2022 YTD

July 2021 Budget Performance Report - FY2022

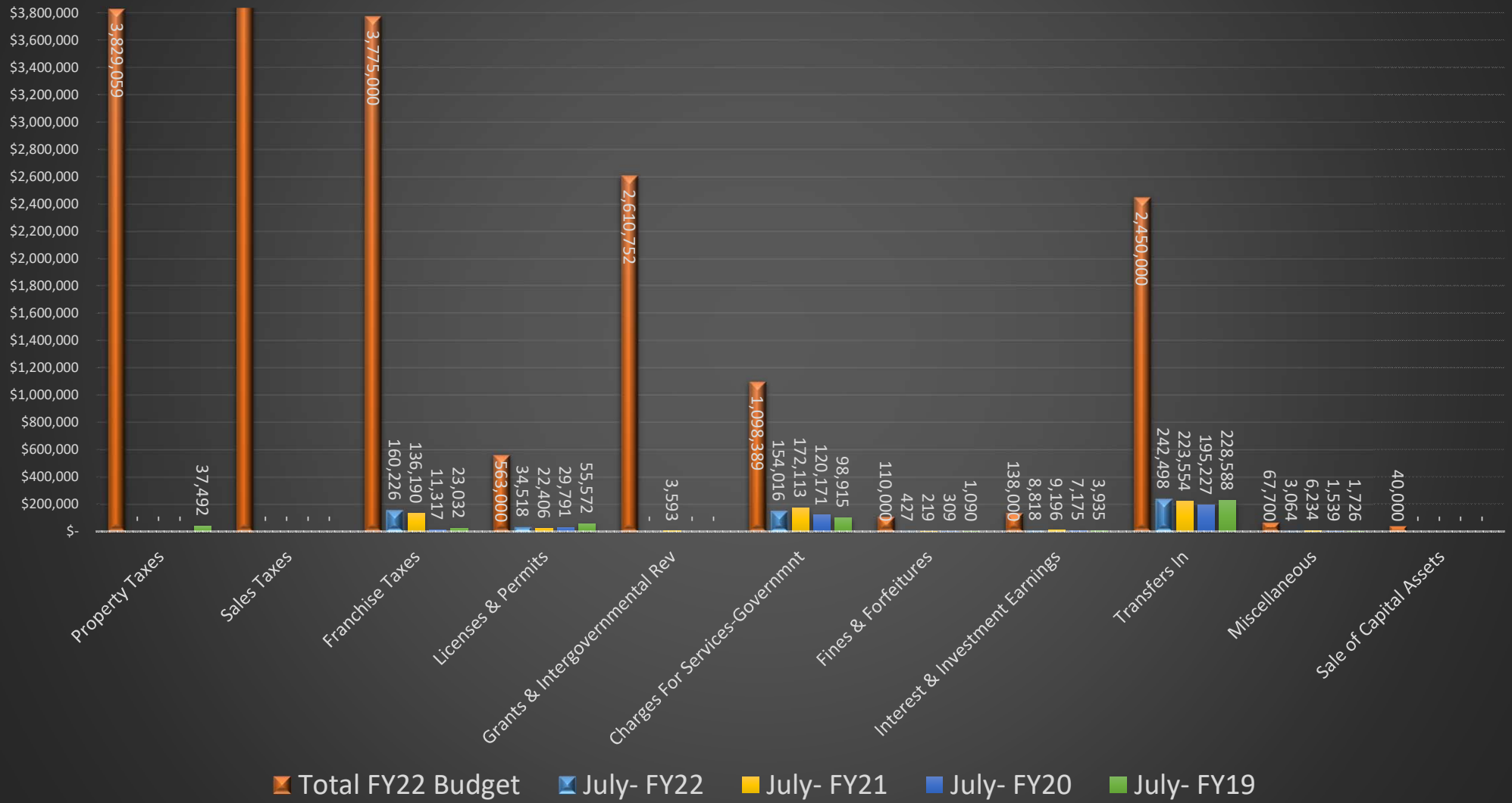
■ % of Budgeted Revenues Collected
 ■ % of Budgeted Expenditures Spent - Includes Capital Outlay

At the end of July 8.33% of fiscal year 2022 has expired

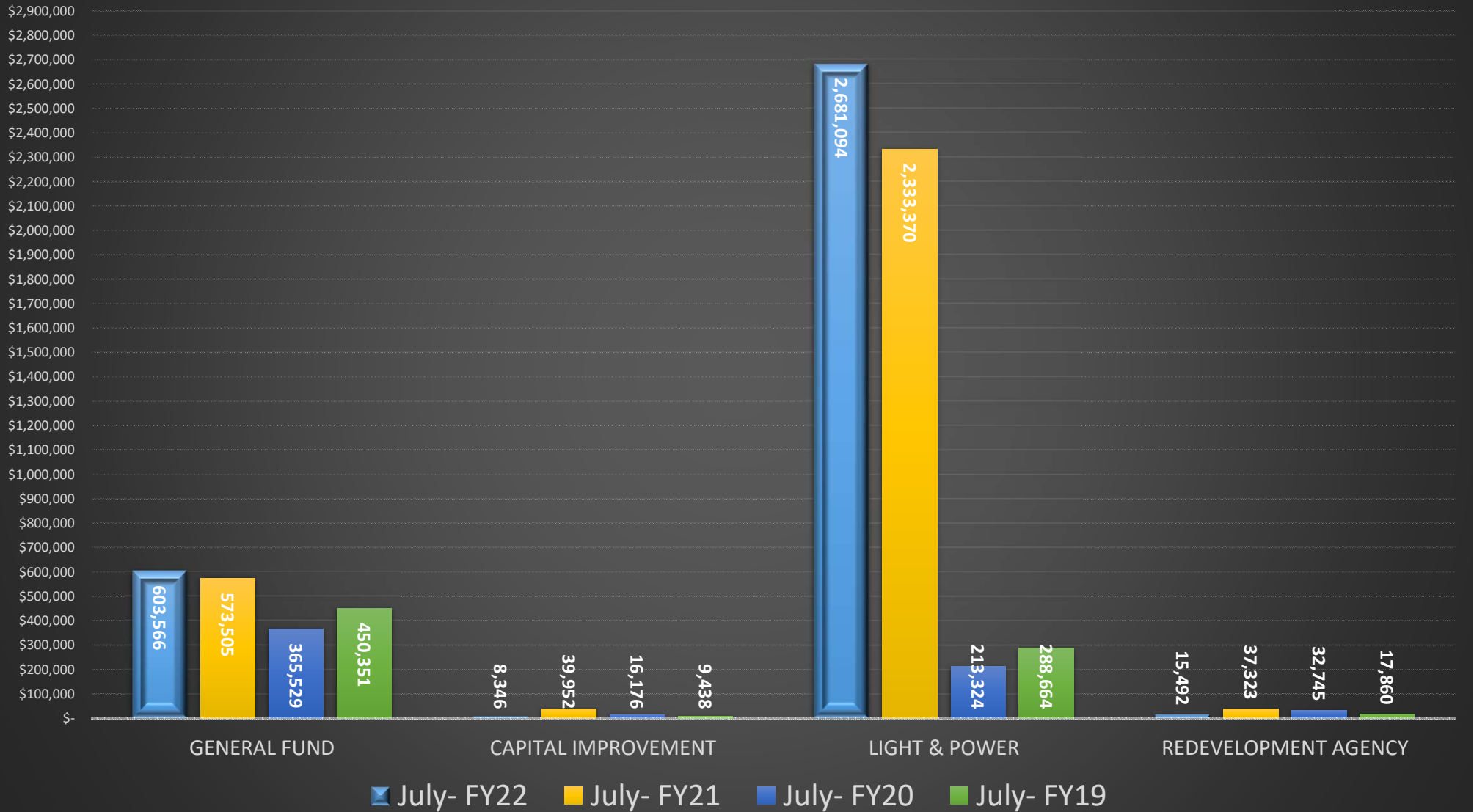


General Fund Detailed Revenues - July 2021

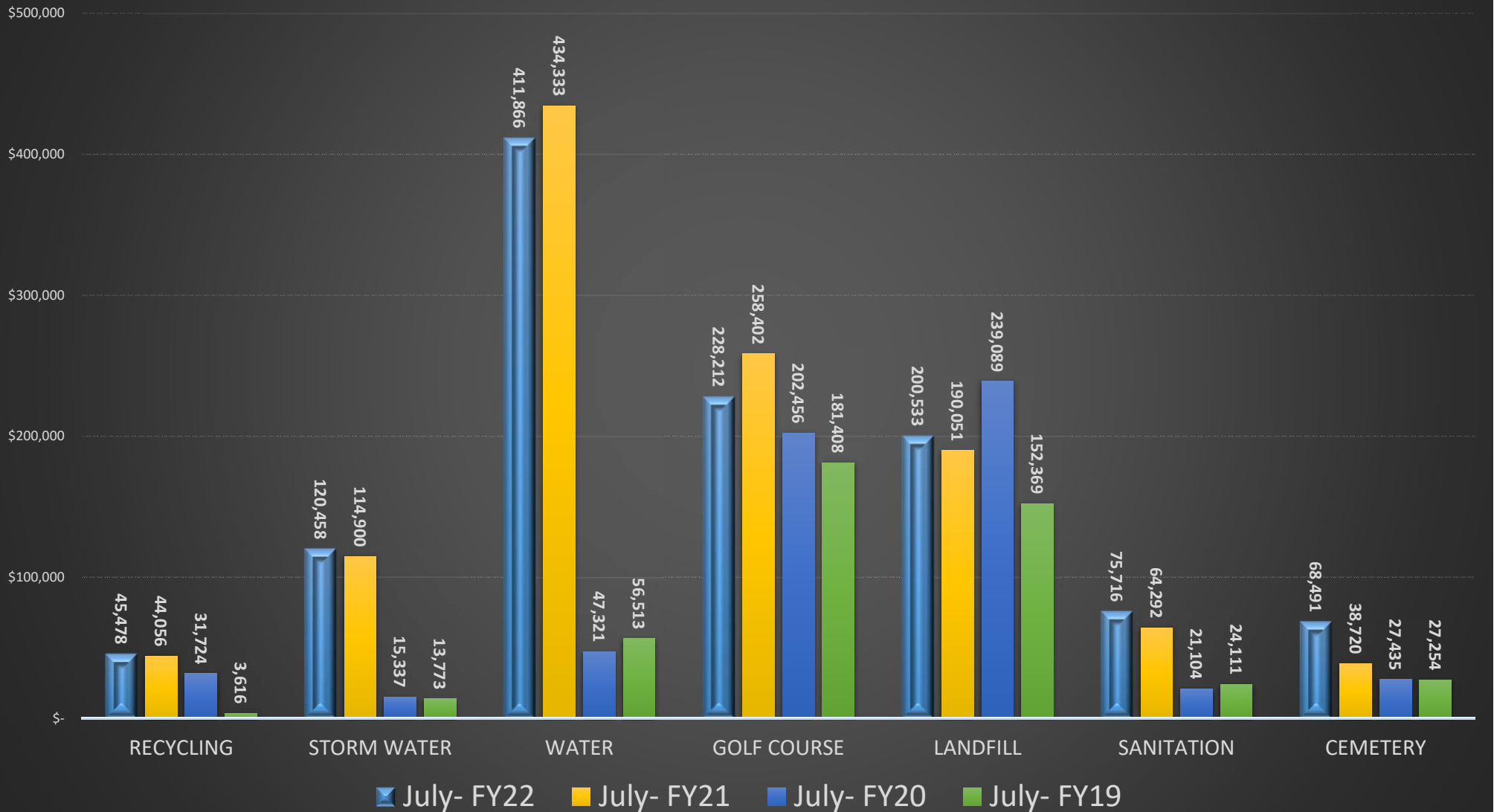
YTD Revenues (Fiscal Year 2022) Compared to the FY2022 Total Budget and the Revenues of the Same Timeframe of the Past Three Fiscal Years



July 2021 YTD Revenues (Fiscal 2022) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



July 2021 YTD Revenues (Fiscal 2022) Compared to The Revenues of Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
JULY 2021 YTD REVENUE - FY2022

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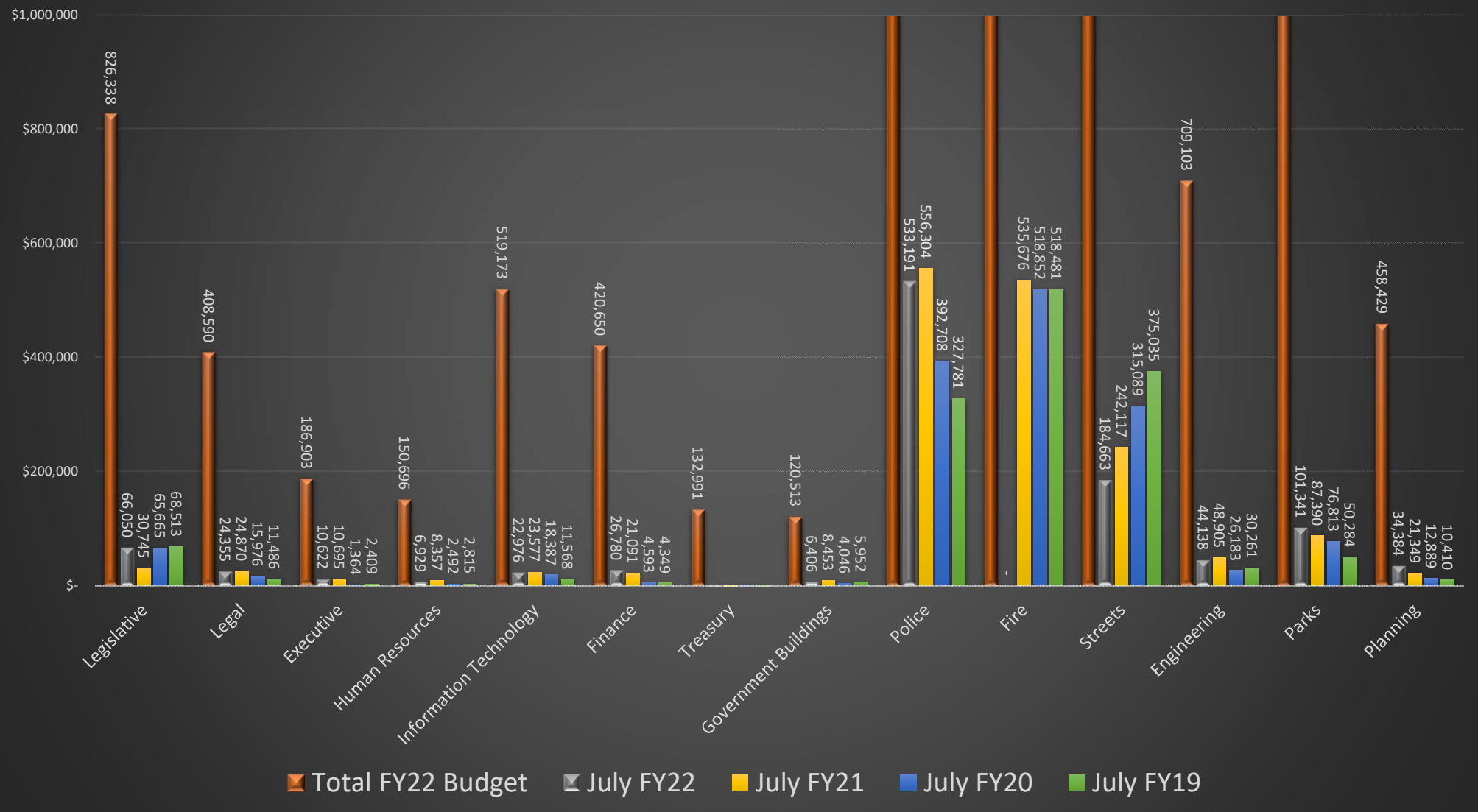
JOURNAL DETAIL 2021 1 TO 2021 6

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-20,604,915	-20,604,915	-603,566.44	-603,566.44	.00	-20,001,348.56	2.9%
30 DEBT SERVICE	-200	-200	-8.07	-8.07	.00	-191.93	4.0%
45 CAPITAL IMPROVEMENT	-4,249,534	-4,249,534	-8,346.30	-8,346.30	.00	-4,241,187.70	.2%
48 RECYCLING	-676,915	-676,915	-45,477.96	-45,477.96	.00	-631,437.04	6.7%
49 STORM WATER	-1,960,265	-1,960,265	-120,457.95	-120,457.95	.00	-1,839,807.05	6.1%
51 WATER	-6,238,000	-6,238,000	-411,866.28	-411,866.28	.00	-5,826,133.72	6.6%
53 LIGHT & POWER	-28,568,220	-28,568,220	-2,681,093.55	-2,681,093.55	.00	-25,887,126.45	9.4%
55 GOLF COURSE	-1,640,500	-1,640,500	-228,211.60	-228,211.60	.00	-1,412,288.40	13.9%
57 LANDFILL	-1,826,186	-1,826,186	-200,532.71	-200,532.71	.00	-1,625,653.29	11.0%
58 SANITATION	-1,315,806	-1,315,806	-75,715.51	-75,715.51	.00	-1,240,090.49	5.8%
59 CEMETERY	-654,000	-654,000	-68,490.51	-68,490.51	.00	-585,509.49	10.5%
61 COMPUTER MAINTENANCE	-70,514	-70,514	-10.06	-10.06	.00	-70,503.94	.0%
63 LIABILITY INSURANCE	-466,530	-466,530	-551,819.49	-551,819.49	.00	85,289.49	118.3%
64 WORKERS' COMP INSURANCE	-318,727	-318,727	-20,436.92	-20,436.92	.00	-298,290.08	6.4%
72 RDA REVOLVING LOAN FUND	-254,729	-254,729	-13,781.32	-13,781.32	.00	-240,947.68	5.4%
73 REDEVELOPMENT AGENCY	-1,074,717	-1,074,717	-1,710.54	-1,710.54	.00	-1,073,006.46	.2%
74 CEMETERY PERPETUAL CARE	-90,000	-90,000	-13,211.98	-13,211.98	.00	-76,788.02	14.7%
78 LANDFILL CLOSURE	-4,600	-4,600	-271.80	-271.80	.00	-4,328.20	5.9%
83 RAP TAX	-649,639	-649,639	-102.64	-102.64	.00	-649,536.36	.0%
92 OPEB TRUST	0	0	-123.73	-123.73	.00	123.73	100.0%
99 INVESTMENT	0	0	17,138.72	17,138.72	.00	-17,138.72	100.0%
GRAND TOTAL	-70,663,997	-70,663,997	-5,028,096.64	-5,028,096.64	.00	-65,635,900.36	7.1%

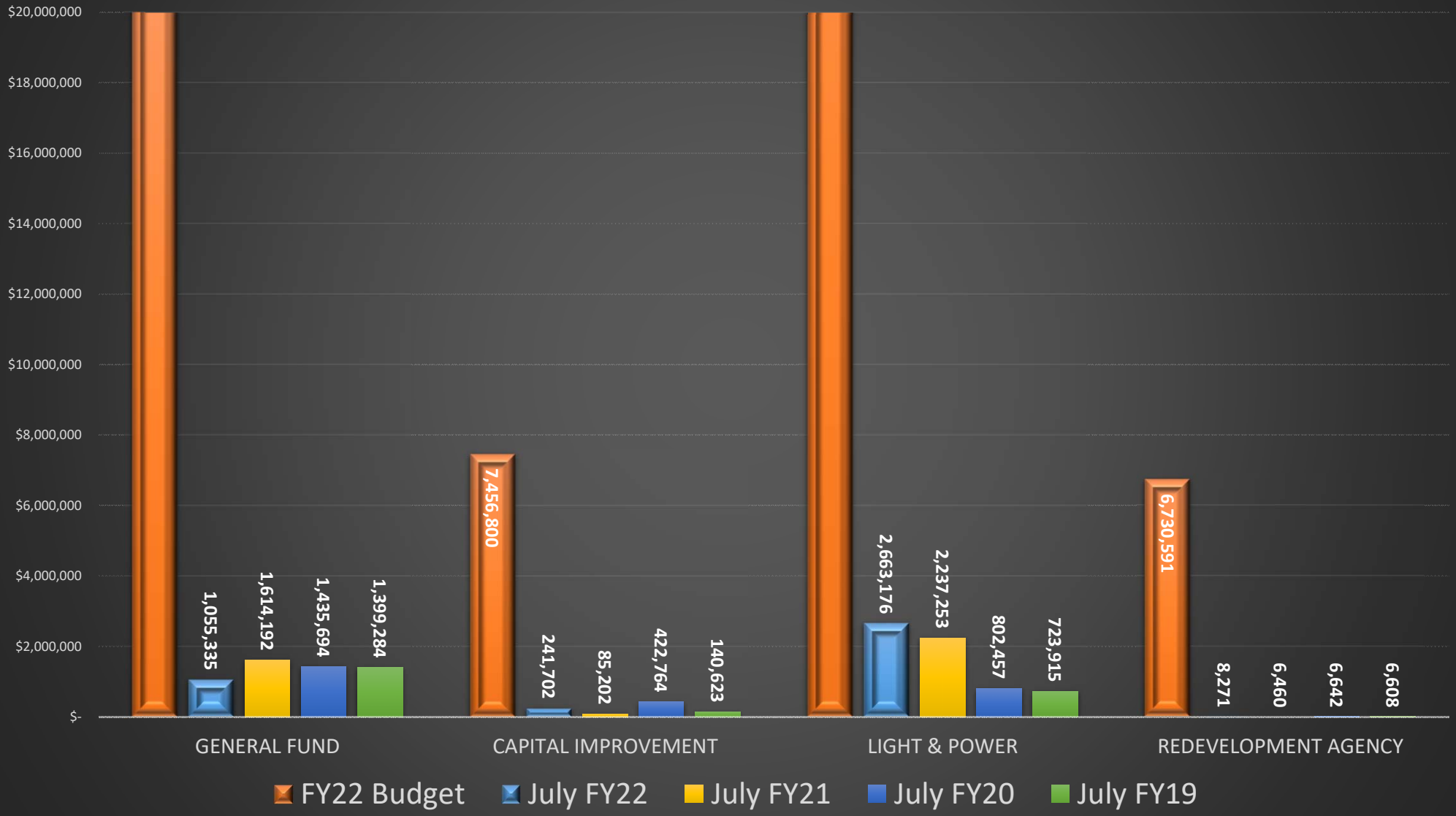
** END OF REPORT - Generated by Tyson Beck **

General Fund Detailed Expenditures - July 2021

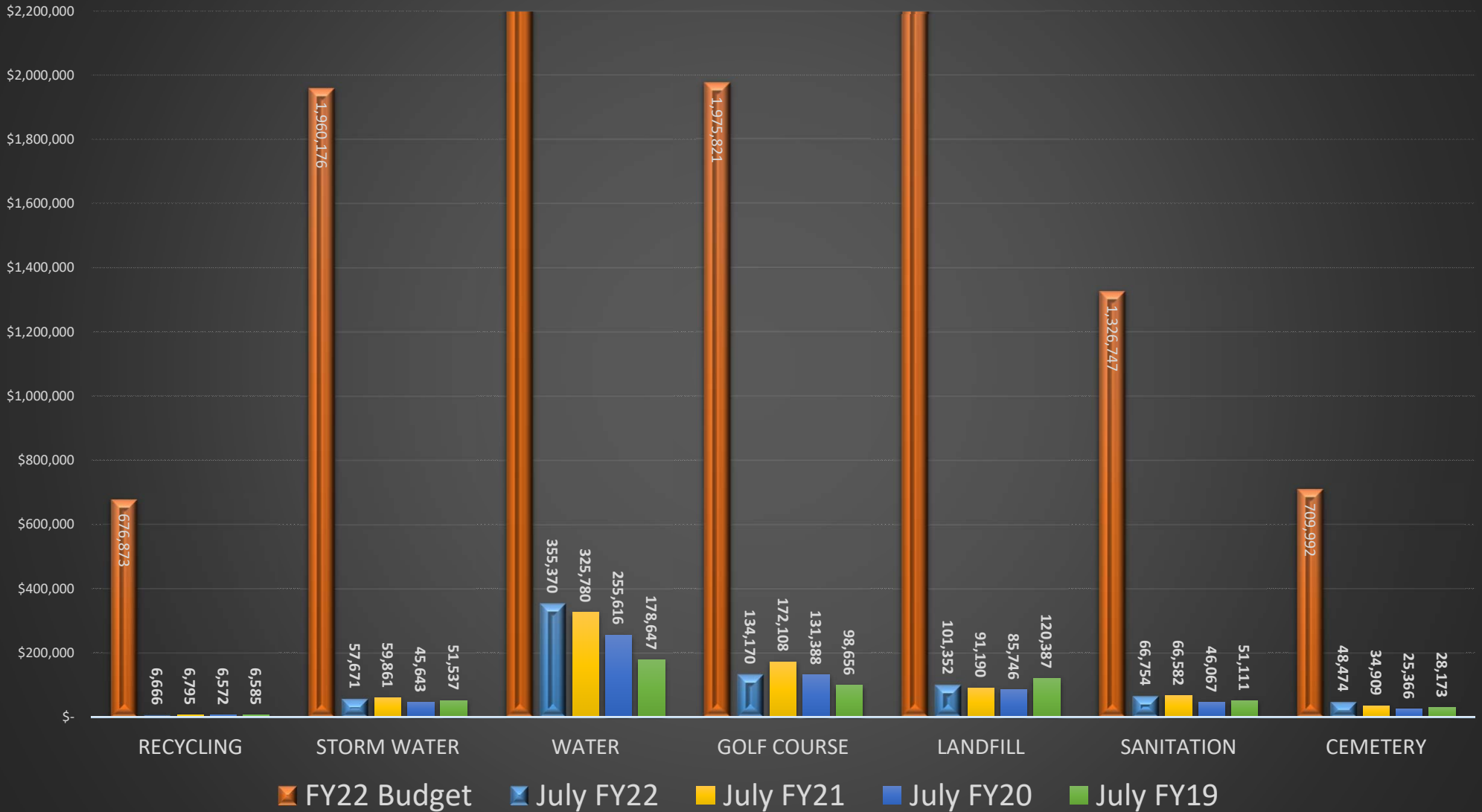
Fiscal 2022 YTD Expenditures Compared to the Fiscal 2022 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years



July 2021 YTD (Fiscal 2022) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



July 2021 YTD (Fiscal 2022) Expenditures Compared to the Expenditures of the Same Timeframe of the Past Three Fiscal Years



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City of Bountiful, UT
JULY 2021 YTD EXPENSE - FY2022

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FOR 2022 01

JOURNAL DETAIL 2021 1 TO 2021 6

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
4110 Legislative	826,338	826,338	66,049.81	66,049.81	.00	760,288.19	8.0%
4120 Legal	408,590	408,590	24,354.68	24,354.68	.00	384,235.32	6.0%
4130 Executive	186,903	186,903	10,621.55	10,621.55	.00	176,281.45	5.7%
4134 Human Resources	150,696	150,696	6,928.86	6,928.86	.00	143,767.14	4.6%
4136 Information Technology	519,173	519,173	22,975.78	22,975.78	.00	496,197.22	4.4%
4140 Finance	420,650	420,650	26,779.76	26,779.76	.00	393,870.24	6.4%
4143 Treasury	132,991	132,991	-6,498.35	-6,498.35	.00	139,489.35	-4.9%
4160 Government Buildings	120,513	120,513	6,406.20	6,406.20	.00	114,106.80	5.3%
4210 Police	6,359,907	6,359,907	413,720.37	413,720.37	.00	5,946,186.63	6.5%
4215 Reserve Officers	10,000	10,000	.00	.00	.00	10,000.00	.0%
4216 Crossing Guards	151,049	151,049	37.60	37.60	.00	151,011.40	.0%
4217 PROS	380,697	380,697	31,692.96	31,692.96	.00	349,004.04	8.3%
4218 Liquor Control	36,359	36,359	833.33	833.33	.00	35,525.67	2.3%
4219 PSAP - E911	1,527,964	1,527,964	86,906.73	86,906.73	.00	1,441,057.27	5.7%
4220 Fire	2,375,000	2,375,000	.00	.00	.00	2,375,000.00	.0%
4410 Streets	4,472,459	4,472,459	184,662.87	184,662.87	.00	4,287,796.13	4.1%
4450 Engineering	709,103	709,103	44,138.35	44,138.35	.00	664,964.65	6.2%
4510 Parks	1,358,101	1,358,101	101,340.85	101,340.85	.00	1,256,760.15	7.5%
4610 Planning	458,429	458,429	34,383.92	34,383.92	.00	424,045.08	7.5%
TOTAL GENERAL FUND	20,604,922	20,604,922	1,055,335.27	1,055,335.27	.00	19,549,586.73	5.1%
30 DEBT SERVICE							
4710 Debt Sevice	25	25	1.32	1.32	.00	23.68	5.3%
TOTAL DEBT SERVICE	25	25	1.32	1.32	.00	23.68	5.3%
45 CAPITAL IMPROVEMENT							
4110 Legislative	3,272,800	3,272,800	.00	.00	.00	3,272,800.00	.0%
4140 Finance	0	0	1,377.19	1,377.19	.00	-1,377.19	100.0%
4210 Police	857,000	857,000	.00	.00	.00	857,000.00	.0%
4410 Streets	3,227,000	3,227,000	240,324.66	240,324.66	.00	2,986,675.34	7.4%
4510 Parks	100,000	100,000	.00	.00	.00	100,000.00	.0%
TOTAL CAPITAL IMPROVEMENT	7,456,800	7,456,800	241,701.85	241,701.85	.00	7,215,098.15	3.2%

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City of Bountiful, UT
JULY 2021 YTD EXPENSE - FY2022

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FOR 2022 01		JOURNAL DETAIL 2021 1 TO 2021 6						
48	RECYCLING	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<hr/> 48 RECYCLING <hr/>								
4800	Recycling	676,873	676,873	6,666.11	6,666.11	.00	670,206.89	1.0%
	TOTAL RECYCLING	676,873	676,873	6,666.11	6,666.11	.00	670,206.89	1.0%
<hr/> 49 STORM WATER <hr/>								
4900	Storm Water	1,960,176	1,960,176	57,671.17	57,671.17	.00	1,902,504.83	2.9%
	TOTAL STORM WATER	1,960,176	1,960,176	57,671.17	57,671.17	.00	1,902,504.83	2.9%
<hr/> 51 WATER <hr/>								
5100	Water	5,499,942	5,499,942	355,370.33	355,370.33	.00	5,144,571.67	6.5%
	TOTAL WATER	5,499,942	5,499,942	355,370.33	355,370.33	.00	5,144,571.67	6.5%
<hr/> 53 LIGHT & POWER <hr/>								
5300	Light & Power	31,169,320	31,169,320	2,663,175.83	2,663,175.83	.00	28,506,144.17	8.5%
	TOTAL LIGHT & POWER	31,169,320	31,169,320	2,663,175.83	2,663,175.83	.00	28,506,144.17	8.5%
<hr/> 55 GOLF COURSE <hr/>								
5500	Golf Course	1,975,821	1,975,821	134,170.39	134,170.39	.00	1,841,650.61	6.8%
	TOTAL GOLF COURSE	1,975,821	1,975,821	134,170.39	134,170.39	.00	1,841,650.61	6.8%
<hr/> 57 LANDFILL <hr/>								

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City of Bountiful, UT
JULY 2021 YTD EXPENSE - FY2022

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FOR 2022 01		JOURNAL DETAIL 2021 1 TO 2021 6						
57	LANDFILL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5700	Landfill	2,613,582	2,613,582	101,352.32	101,352.32	.00	2,512,229.68	3.9%
	TOTAL LANDFILL	2,613,582	2,613,582	101,352.32	101,352.32	.00	2,512,229.68	3.9%
58 SANITATION								
5800	Sanitation	1,326,747	1,326,747	66,753.91	66,753.91	.00	1,259,993.09	5.0%
	TOTAL SANITATION	1,326,747	1,326,747	66,753.91	66,753.91	.00	1,259,993.09	5.0%
59 CEMETERY								
5900	Cemetery	709,992	709,992	48,474.23	48,474.23	.00	661,517.77	6.8%
	TOTAL CEMETERY	709,992	709,992	48,474.23	48,474.23	.00	661,517.77	6.8%
61 COMPUTER MAINTENANCE								
6100	Computer Maintenance	87,902	87,902	1.90	1.90	.00	87,900.10	.0%
	TOTAL COMPUTER MAINTENANCE	87,902	87,902	1.90	1.90	.00	87,900.10	.0%
63 LIABILITY INSURANCE								
6300	Liability Insurance	652,957	652,957	557,144.71	557,144.71	.00	95,812.29	85.3%
	TOTAL LIABILITY INSURANCE	652,957	652,957	557,144.71	557,144.71	.00	95,812.29	85.3%
64 WORKERS' COMP INSURANCE								
6400	Workers' Comp Insurance	318,677	318,677	76,317.98	76,317.98	.00	242,359.02	23.9%
	TOTAL WORKERS' COMP INSURANCE	318,677	318,677	76,317.98	76,317.98	.00	242,359.02	23.9%
72 RDA REVOLVING LOAN FUND								

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City of Bountiful, UT
JULY 2021 YTD EXPENSE - FY2022

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FOR 2022 01		JOURNAL DETAIL 2021 1 TO 2021 6						
72	RDA REVOLVING LOAN FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7200	RDA Revolving Loans	502,200	502,200	230.77	230.77	.00	501,969.23	.0%
	TOTAL RDA REVOLVING LOAN FUND	502,200	502,200	230.77	230.77	.00	501,969.23	.0%
73 REDEVELOPMENT AGENCY								
7300	Redevelopment Agency	6,228,391	6,228,391	8,040.64	8,040.64	.00	6,220,350.36	.1%
	TOTAL REDEVELOPMENT AGENCY	6,228,391	6,228,391	8,040.64	8,040.64	.00	6,220,350.36	.1%
74 CEMETERY PERPETUAL CARE								
7400	Cemetery Perpetual Care	1,540	1,540	140.43	140.43	.00	1,399.57	9.1%
	TOTAL CEMETERY PERPETUAL CARE	1,540	1,540	140.43	140.43	.00	1,399.57	9.1%
83 RAP TAX								
8300	RAP Tax	839,849	839,849	117,975.11	117,975.11	.00	721,873.89	14.0%
	TOTAL RAP TAX	839,849	839,849	117,975.11	117,975.11	.00	721,873.89	14.0%
92 OPEB TRUST								
9200	OPEB Trust	0	0	2,116.80	2,116.80	.00	-2,116.80	100.0%
	TOTAL OPEB TRUST	0	0	2,116.80	2,116.80	.00	-2,116.80	100.0%
	GRAND TOTAL	82,625,716	82,625,716	5,492,641.07	5,492,641.07	.00	77,133,074.93	6.6%

** END OF REPORT - Generated by Tyson Beck **

City Council Staff Report

Subject: Golf Course Work Truck
Author: Brock Hill/Tom Rhoades
Department: Golf
Date: 14 September 2021



Background

Bountiful Ridge Golf Course carries a reputation as being one of the premier public courses throughout the State. The expectation of maintaining the golf course at peak conditions, consistency, and playability has always been a top priority for City Officials, the golf professional, and the course maintenance staff.

Analysis

Currently the golf course has two pickup trucks for use by staff. One, a 2015 Ford F-150, is used for commuting, course business, and picking up course supplies and equipment. The other, a 2000 Dodge 1500, is used by course staff to run errands, pick up supplies, and general course maintenance. It has been well maintained which has extended its years and usefulness. It is anticipated that this vehicle will be traded in, at current market value, as part of the purchase of a new truck. The Ford F-150 is in good working condition and will be kept at the course to be used as the second vehicle by staff for general course maintenance operations.

Due to the amount of heavy pulling, maintenance work, and snow removal, it was determined that a three-quarter ton truck was needed. Staff requested multiple price quotes for a 2022 model 2500 4X4 work truck. We received three responses from the four dealerships contacted. They are as follows:

Young Chrysler Jeep Dodge (Morgan)	\$48,400.00
Performance Ford Lincoln (Bountiful)	response was to come back in September, no response
Larry H. Miller Dodge (West Bountiful)	response was not interested in giving a quote
Murdock Chevrolet (West Bountiful)	no response

Department Review

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

Significant Impacts

The work truck has been budgeted for in the Bountiful Ridge Golf Course FY2022 capital equipment budget. Between the roof repair and truck purchase budgeted amounts, there are sufficient funds to cover the costs associated with this purchase.

Recommendation

Staff recommends the Council approve the purchase of a 2022 Dodge 2500 4X4 work truck from Young Chrysler Jeep Dodge as the only dealership offering a quote and as the low bid for the price of \$48,400.00.

Attachments

None (quotes available for review as requested)

City Council Staff Report



Subject: Lease Agreement (Golf Course) – DISH
Wireless, L.L.C.
Author: Clinton Drake
Dept: Legal
Date: September 14, 2021

Background

Bountiful City leases ground for a cell tower site adjacent to the parking lot at the Bountiful Ridge Golf Course. Verizon Wireless currently leases the land and has constructed a tower with accompanying ground equipment on the site. The current lease with Verizon requires them to allow at least two other providers to co-locate on the tower. DISH Wireless, L.L.C. would like to co-locate on the tower. In order to accomplish the co-location, DISH has requested permission to lease additional ground space (approximately 180 square feet) next to the existing tower for the purpose of housing support/ground equipment.

Analysis

DISH has indicated there is a need for additional infrastructure to meet the needs of cellular and data costumers in the area. The proposed area to be leased is an excellent site for communication equipment because it is located in an unused area of the golf course between the parking lot and the playing area and allows them to co-locate on the existing cell tower. The term of the Lease Agreement is for a period of five years and can be extended for four additional five year terms. Approving the Agreement will enable DISH to provide better cellular and data services to residents and provide additional revenue to the City.

Department Review

This Staff Report was prepared by the City Attorney.

Significant Impacts

There are no significant impacts.

Recommendation

It is recommended that the City Council approve the Lease Agreement with DISH Wireless, L.L.C.

Attachments

Lease Agreement

LAND LEASE AGREEMENT
Bountiful Ridge Golf Course - DISH Wireless L.L.C.

This Land Lease Agreement (the "Agreement") made this _____ day of _____, 2021, between Bountiful City, a corporation, with its principal offices located at 795 South Main Street, Bountiful, Utah 84010, hereinafter designated LESSOR, and DISH Wireless, L.L.C., a Colorado limited liability company with its principal offices at 9601 South Meridian Boulevard, Englewood, Colorado 80112, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 2430 South Bountiful Boulevard, Bountiful, County of Davis, State of Utah 84010 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 280 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey may replace Exhibit "B" in its entirety upon written approval of Lessor.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the earlier of the first day of the month after LESSEE begins installation of the equipment at the Premises or December 1, 2021, whichever is first.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms unless Lessee terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term". The annual rental for the second (2nd) year of the initial term and for each year thereafter, including any and all extension terms, shall be increased to an amount equal to 102% of the annual rental payable with respect to the immediately preceding year.

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of \$6000 to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 795 South Main Street, Bountiful, Utah 84010 or to such other person, firm, or place as LESSOR may, from time to time, designate in writing at least 30 days in advance of any rental payment date by notice given in accordance with Paragraph 20 below. LESSOR and LESSEE acknowledge and agree that the

initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date at which time all outstanding rental amounts shall be due. From that date forward, all rental payments shall be due on the first day of the month as described above. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a 12' foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27). LESSEE shall promptly repair, replace, restore or otherwise remedy any disturbances or damages caused to the Property as a result of any installation, operation or maintenance of LESSEE's communications equipment to a condition that is as good as or better than before the disturbance or damage occurred.

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's use and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be at the discretion and option of LESSEE. Subject to Federal, State and Bountiful City laws and regulations, LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit. LESSEE shall obtain any required building permits prior to commencement of any modifications to the equipment.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence Lessee chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold the LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. INSURANCE. LESSEE shall maintain at their own cost and expense, commercial general liability insurance with limits not less than \$2,000,000 for injury to or death of one or more persons in any one occurrence and \$2,000,000 for damage or destruction in any one occurrence and \$3,000,000 aggregate. LESSEE agrees to include the LESSOR as an additional insured. LESSOR agrees to maintain appropriate insurance as required under Utah State law.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. Except in the case of emergency operations, LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.

(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE (at

(800) 333-3474 or to LESSOR at (801) 298-6140, the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (except footings) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month-to-month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then Lessee shall pay rent at 125% the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. INTENTIONALLY DELETED.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds

an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Bountiful City
 795 South Main Street
 Bountiful, Utah 84010
 Attention: City Manager

LESSEE: DISH Wireless L.L.C.
 Attn: Lease Administration
 5701 South Santa Fe Boulevard
 Littleton, Colorado 80120

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. SUBORDINATION AND NON-DISTURBANCE. Within 15 days of the Effective Date, LESSOR shall obtain a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's rights under this Agreement. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will honor all of the terms of the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance

Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within 30 days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under this Agreement until the full undisputed amount is fully reimbursed to LESSEE.

24. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location or, if LESSEE

desires to remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, LESSOR agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use and LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement. In such an event, LESSEE shall restore the premises to as good as or better condition than before the term of this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits). This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws rules. Any legal action arising out of this Agreement shall be litigated and enforced under the laws of the State of Utah. For the purposes of this Agreement, LESSEE submits to the jurisdiction of the courts of the State of Utah, and that any legal action pursued by you shall be within the exclusive jurisdiction of the courts of Second District, Davis County, State of Utah. In the event of litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs.

28. TAXES.

(a). LESSOR shall invoice and LESSEE shall pay any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the LESSEE and required to be collected by the LESSOR based on any service, rental space, or equipment provided by the LESSOR to the LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on the LESSEE and required to be paid by the LESSEE that are directly attributable to the LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within 60 days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use

taxes, fees, assessments or other taxes or charges that are attributable to LESSOR's Property or any portion thereof imposed by any Government Entity.

(b). LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. NON-DISCLOSURE. The Parties recognize that LESSOR is a governmental entity and subject to the Utah Government Records Access Management Act (GRAMA). Accordingly, and to the extent it is possible, this Agreement and any information exchanged between the Parties regarding the Agreement will be kept confidential. The Parties agree not to provide copies of this Agreement or any other confidential information to any third party without the prior written consent of the other or as required by law. If a disclosure is required by law, prior to disclosure, the Party shall notify the other Party and when possible, take lawful steps to resist, narrow, or eliminate the need for that disclosure.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed, and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Bountiful City, a Utah Municipal Corporation

By: _____

Name: _____
Title: _____
Date: _____

LESSEE: DISH Wireless, L.L.C.

By: _____
Name:
Title:
Date: _____

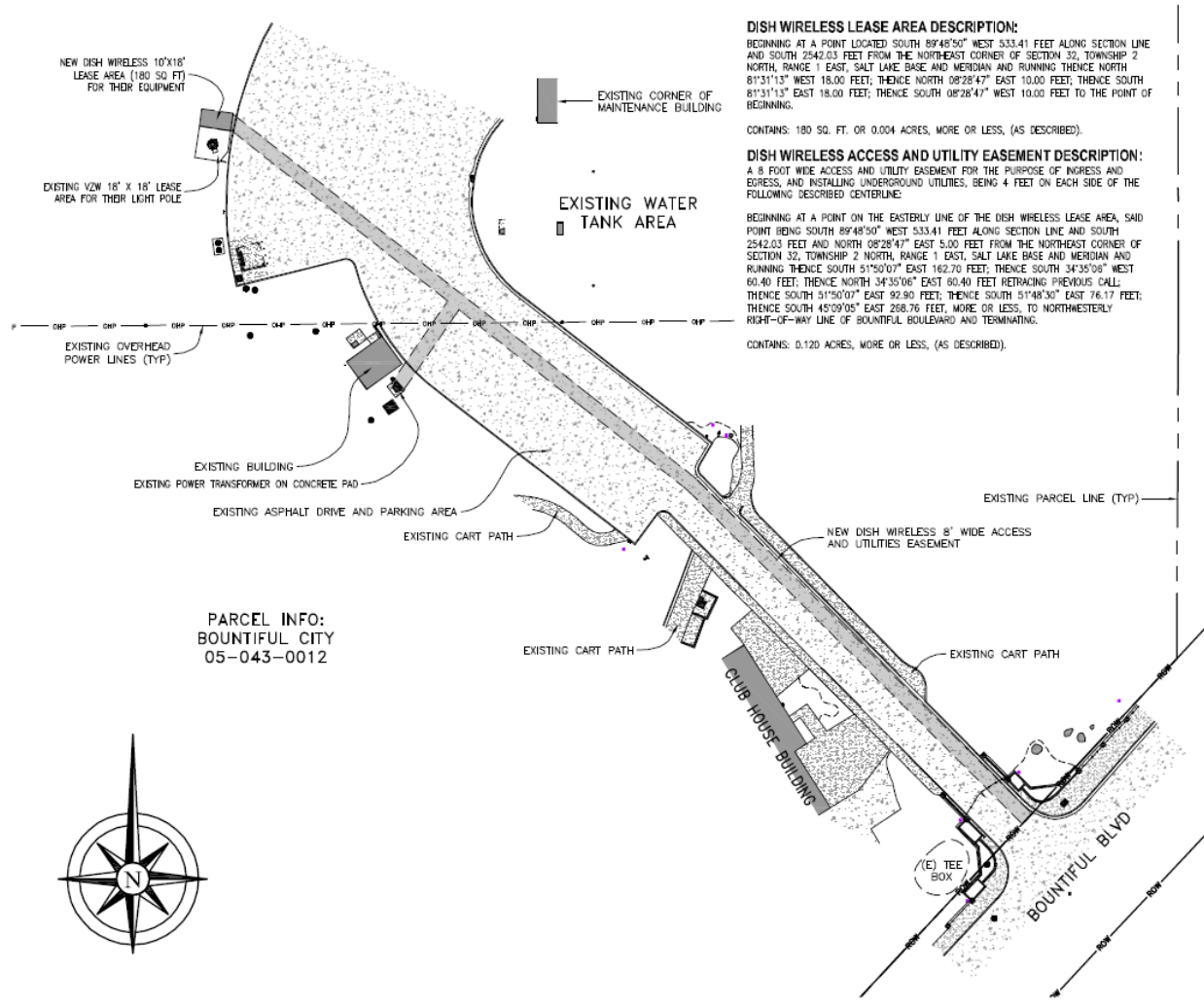
EXHIBIT "A"
DESCRIPTION OF PROPERTY

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian. Also, that portion of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian lying Northwesterly of Bountiful Boulevard.

Tax ID: Part of 05-043-0012

EXHIBIT "B"
DESCRIPTION OF THE PREMISES
SURVEY AND/OR SITE PLAN



City Council Staff Report

Subject: Preliminary Approval of the Creek Side Views
Subdivision
Authors: City Engineer, City Planner
Date: September 14, 2021



Background

Dan and Amber Crane, 765 E 1500 S, owners of the 5.58 acre parcel on the west side of Davis Blvd. at approximately 1400 South, have applied for approval of a new 6-lot subdivision to be named Creek Side Views. The parcel is located in the R-4 zone. In recent years the property has been vacant, and the single-family dwelling which was constructed on the property was demolished in 2017. A previous development concept which included higher density townhomes and a connection from Davis Blvd to Mill Creek Way was proposed for this property, but did not complete the approval process. The Planning Commission reviewed this item at its regular meeting on September 7, 2021 and has forwarded a unanimous recommendation for Preliminary Approval to the City Council.

Analysis

Location: The property is bounded on the north by the Mill Creek canyon and the road embankment fill for Davis Blvd. where the street crosses the Mill Creek canyon. The east boundary fronts Davis Blvd for approximately 257 feet. The south and west boundaries abut the Weber Basin irrigation reservoir, Valley View Elementary School and the City's Mill Creek Reservoir site. A narrow paved access road extends east from the end of Mill Creek Way at the Woodland Addition subdivision boundary to the north side of Valley View Elementary and the Mill Creek reservoir site, but does not access the site of the proposed subdivision. This small subdivision is not anticipated to generate new traffic volumes which will adversely impact Davis Blvd., and the site is easily accessed from the north or south on Davis Blvd. An existing paved and fenced "kiddie walk" path on the north side of the irrigation reservoir provides access to the elementary school from Davis Blvd.

Utilities: Generally speaking, the proposed development can be served by all necessary utilities, but there are some unique conditions to address. Storm Drain, culinary water and irrigation infrastructure pass through the development, or are immediately adjacent to the west boundary. The sanitary sewer is by far the most distant utility from the proposed subdivision and will require the installation of approximately 900 feet of pipe and 5 manholes to reach the western end of the cul-de-sac. Bountiful Irrigation will require a new main to be installed as the existing main will conflict with the alignment of the roadway. Bountiful Irrigation will also replace approximately 200 feet of 60-year-old pipe on the west side of the development. Culinary water service will be provided from a new main which connects the Mill Creek Booster Station discharge through the development to the existing culinary main in Davis Blvd. Storm drainage is proposed to be collected at two locations along the west side of lots 3 and 4. The lower basin on Lot 4 will act as a retention basin, with no outlet to the creek or the existing storm drain pipe which crosses nearby on the reservoir site. This retention component is a new requirement of the most recent update to the City's storm water ordinance, and must have

adequate capacity to hold approximately 0.6 of an inch of water per square foot of area in the subdivision. This will be the first subdivision in the City which will need to meet this new requirement. The upper storm water basin will function as a detention facility and discharge to the existing storm drain system. Because this property is bounded by Mill Creek, Davis County will also need to review and approve any plans for construction which will affect the creek.

Proposed Right of Way Improvements and Access: The applicants have submitted a conceptual design for a 280 foot long cul-de-sac which connects to Davis Blvd. The street cross section is proposed as a standard 54 ft right of way with a cul-de-sac radius of 54 feet. The proposed grade of the cul-de-sac is labeled at 5%, which exceeds the code requirement for a maximum downhill slope of 4%. At a 5% slope, approximately 10 ft of fill is required to construct the cul-de-sac. If revised to 4%, the fill height would increase to approximately 13 feet. Staff does not object to the grading as proposed, as this will easily accommodate the construction of walk out basements from these lots.

Staff has requested the applicants provide a trail easement from the north west corner of the property, along the creek to Davis Blvd. An exact alignment has not been determined, but could potentially coincide with Davis County's easement requirements.

Lot Analysis: Current requirements for the R-4 zone list the minimum lot size as 8,000 square feet, with a minimum lot width of 70 feet. The smallest lot (on the south side of the development) is proposed at 12,416 square feet, and the lots on the north side of the road are all significantly larger than an acre due to their proximity to the Mill Creek Canyon. All lots exceed the 70 ft minimum width as required by Code. The applicants have suggested that Lot 6 may be used for a private recreation facility, rather than a single-family residential lot. Private recreation facilities require a Conditional Use Permit which would need a separate approval from the Planning Commission at a future date.

Department Review

This memo has been reviewed by the City Attorney, Planning Director and Planning Department staff.

Recommendation

Staff would support the City Council granting Preliminary Approval of the Creek Side Views Subdivision with the following conditions:

1. Comply with Davis County ordinances for development adjacent to Mill Creek drainage.
2. Replace any damaged curb, gutter and sidewalk along the Davis Blvd frontage.
3. Prepare a final plat and construction drawings prior to making application for Final Approval of the subdivision.
4. Provide a current title report.
5. Sign a Development Agreement.
6. Post an acceptable form of bond for the construction of the subdivision

- improvements.
- 7. Pay all required fees.

Significant Impacts

None

Attachments

- 1. Aerial photo showing the proposed location
- 2. A copy of the preliminary plan.

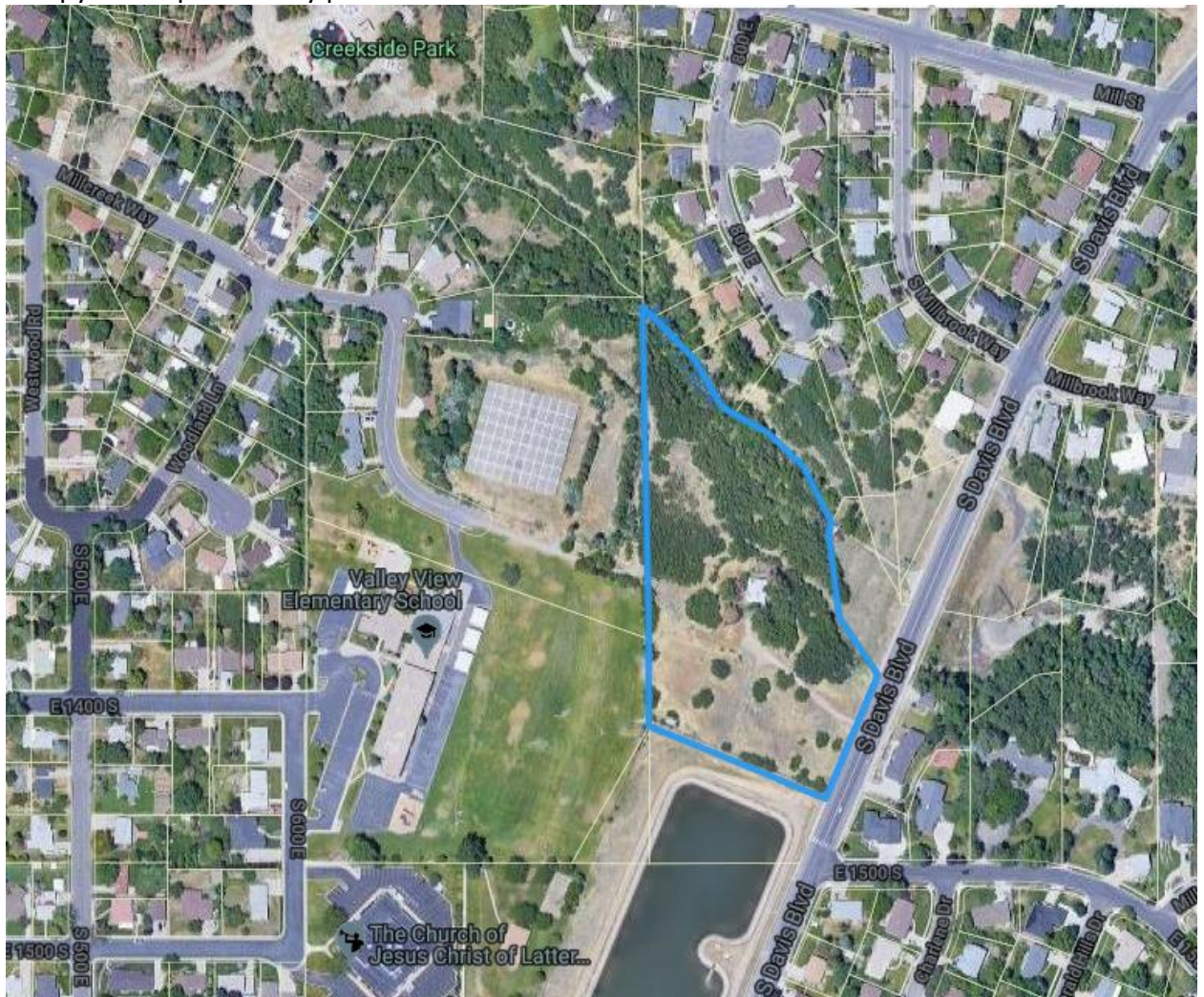
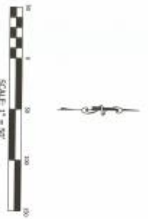


Figure 1 Location of Proposed Creek Side Views Subdivision



DESCRIPTION

APPROXIMATELY 2000 ACRES AS SHOWN BY PLAT, DAVIS COUNTY RECORDS 2005-03-002.
THE PLAT IS FOR THE FOLLOWING SUBDIVISION:
DAVIS BOULEVARD SUBDIVISION
DAVIS COUNTY RECORDS 04-071-0058
THE SUBDIVISION IS BOUND BY THE FOLLOWING: NORTH BY THE WEST LINE OF SECTION 26, THENCE SOUTH 40° 41' 36\"/>

AS SHOWN DESCRIPTION

THE SUBDIVISION IS BOUND BY THE FOLLOWING: NORTH BY THE WEST LINE OF SECTION 26, THENCE SOUTH 40° 41' 36\"/>

DAVIS BLVD SUB
1303 SOUTH 700 EAST STREET
LOCATED IN THE SW 1/4 OF SECTION 26, T.2N., R.1E., S.1R.4M.
BOONEVILLE CITY, DAVIS COUNTY, UTAH

PRELIMINARY SUBDIVISION

1-70 South 600 West
Woods Cross, UT 84010
Phone: 801.298.2236
www.Entellis.com

Entellis

REV #	COMMENT	DATE

DATE: 09/20/2023
DRAWN BY: J. MOORE
CHECKED BY: J. MOORE
SCALE: AS SHOWN

City Council Staff Report



Subject: Alcohol License – China Star
1171 South 500 West, #B
Author: Darlene Baetz, Business License Coordinator
Date: September 14, 2021

Background

JinHua Huang, the owner of China Star Restaurant is requesting a Liquor License to be able to sell wine at China Star restaurant, located at 1171 South 500 West #B. A Liquor License, in conjunction with a valid license issued by the State of Utah according to State law, entitles the licensee to sell liquor (including wine) as permitted in the State license in accordance with the Alcoholic Beverage Control Act. China Star would like to sell wine in conjunction to their class “D” retail beer license granted by the Bountiful City Council on April 13, 2021, entitling the licensee to sell beer only on the licensed premises in open containers not exceeding two liters and on draft for consumption on the premises. China Star has had an active business license since 2002. Mr. Huang has been the business owner since 2011. This business has not requested an alcohol license before other than the recently approved beer license. State and local laws require City review and authorization before an alcohol license may be issued.

Analysis

The applicant and the proposed premise meet the required qualifications included in Bountiful City Municipal Code § 5-7-103. The Police Department and City Attorney have reviewed the proposed application and have not found any criminal record or other obstacle that prevent approval of the application. As the applicant appears to be in good standing staff recommends approval of the requested Liquor License.

Department Review

This staff report has been reviewed by the Planning Director, City Attorney, and City Manager.

Significant Impacts

There are no significant impacts.

Recommendation

Approve the Alcohol License for China Star located at 1171 South 500 West #B, JinHua Huang as the responsible owner for the Liquor License.

Attachments

1. Police Department Report
2. Application

\$50.00 Filing Fee

APPLICATION FOR LIQUOR CONSUMPTION LICENSE

To the City Council of Bountiful, Utah Date 9-1-2021

Council Members:

1. I (we) hereby submit this application for a license to permit or allow customers, guests or any other person to possess or consume liquor at my/our "place of business", strictly within the terms of the Ordinances of Bountiful and the Liquor Control Act of Utah.

2. Qualifications of applicant:

Each licensee must be over 21 years of age and a citizen of the United States or a resident alien or is otherwise lawfully residing within the United States. (88-9)

Also, that I am (we are) of good moral character, reputation and have not been convicted of a felony or misdemeanor involving moral turpitude. That I am (we are) not a member of any partnership, association, or corporation, applicant herein, of which any partner, director, or officer lacks any such qualifications.

I (we) have complied with the requirements, and possess the qualifications specified in the ordinances of Bountiful and the Liquor Control Act of Utah, and agree that if a license is issued that it shall be subject to revocation as provided by City Ordinances, and provisions of the liquor Control Act of Utah.

3. Annual license fee shall be \$300.00 (to be posted by cashier's check).

4. Name of business china star chinese Restaurant

Address of business 1171 S 500 W Bountiful UT 84010

Type of business _____

Owners' name and address. (If corporation, list all officers and directors. Use additional sheet if necessary).

Name	Address	Birth date
<u>Jin Hua Huang</u>		

Respectfully submitted,
Jin Hua Huang owner
 _____ Title
 _____ Title
 _____ Title

County of Davis

State of Utah

Upon being first duly sworn the above person(s) each deposes and says: That he/she is the applicant above named, that he/she has read the foregoing application for a license to permit or allow customers, guest or any other person to possess or consume liquor, that he knows the contents thereof, and that the statements contained therein are true.

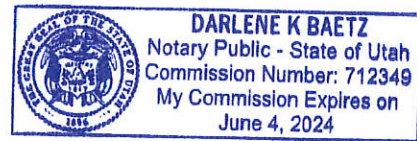
Subscribed and sworn to before me this 1 day of September 20 21

Residence:

My commission expires:

June 4, 2024

Darlene K. Baetz
Notary Public



\$50.00 Filing Fee

APPLICATION FOR LIQUOR CONSUMPTION LICENSE

To the City Council of Bountiful, Utah

Date 9-1-2021

Council Members:

1. I (we) hereby submit this application for a license to permit or allow customers, guests or any other person to possess or consume liquor at my/our "place of business", strictly within the terms of the Ordinances of Bountiful and the Liquor Control Act of Utah.

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Also, that I am (we are) of good moral character, reputation and have not been convicted of a felony or misdemeanor involving moral turpitude. That I am (we are) not a member of any partnership, association, or corporation, applicant herein, of which any partner, director, or officer lacks any such qualifications.

I (we) have complied with the requirements, and possess the qualifications specified in the ordinances of Bountiful and the Liquor Control Act of Utah, and agree that if a license is issued that it shall be subject to revocation as provided by City Ordinances, and provisions of the liquor Control Act of Utah.

3. Annual license fee shall be \$300.00 (to be posted by cashier's check).

4. Name of business china star chinese restaurant

Address of business 1171 S 500 W Bountiful UT 84010

Type of business _____

Owners's name and address. (If corporation, list all officers and directors. Use additional sheet if necessary).

Name Jim Hua Huang Address _____ Birth date _____

Respectfully submitted,
Jim Hua Huang owner

Title

Title

Title

**BOUNTIFUL POLICE DEPT.
RECORDS DIVISION**

NO RECORD
DATE 9/2/21 BY Sophia Ward
EP

City Council Staff Report



Subject: Purchase of 40 Desktop Computers
Author: Alan West
Department: Information Technology
Date: 09/14/2021

Background

The Information Technology Department manages the City's Computer Replacement Fund. All departments are assessed an annual fee based on the estimated useful life of computers, monitors, printers, etc.

Analysis

With an estimated life-span of five-to-seven years for computers, we are always in the process of updating or replacing computers. We have identified 40 computers that are reaching their "end of life" and need to be replaced this year.

Similar to this process last year, we requested quotes through the State of Utah Purchasing Portal. However, NetWize currently holds the official "Dell Registration" for Bountiful City. That means Dell, Inc. will **only** offer preferred discounts through one vendor. In fact, even Dell Direct declined to provide a proposal because NetWize holds our registration.

Department Review

The report was reviewed by the City Manager and IT Director.

Significant Impacts

All users and departments benefit from the computer replacement project.

The Computer Replacement Fund budget for FY 2022 is \$50,730.

Recommendation

The Information Technology department recommends that the Council approval the purchase of 40 desktop computers and monitors from NetWize as follows:

Qty	Equipment	Unit Price	Cost
40	Dell Optiplex 7090 MFF, i7-10700T Computers	934.88	\$ 42,136.00
TOTAL			\$ 42,136.00

Attachments

Proposal from: NetWize

Desktop Refresh Optiplex 7090 (40)

Quote #006873 v1

Prepared For:

Bountiful City Corporation

 Greg Martin
 795 S Main St
 Bountiful, UT 84010-6326

 P: (801) 298-6215
 E: greg@bountiful.gov

Prepared by:

NetWize

 Michael Fullmer
 702 West Confluence Ave
 Salt Lake City, Utah 84123

 P: 801-716-5344
 E: mfullmer@netwize.net

Date Issued:

08.17.2021

Expires:

09.14.2021

Hardware

Description	Price	Qty	Ext. Price
210-AYVH OptiPlex 7090 Micro - Build Your Own Processor:10th Generation IntelREG Core™ i7-10700T (8-Core, 16MB Cache, 2.0GHz to 4.5GHz, 35W) Operating System:Windows 10 Pro English, French, Spanish Microsoft Application Software:No Microsoft Office License Included-30 day Trial Offer Only Memory:8GB ,1x8GB, DDR4 non ECC memory Hard Drive:M.2 256GB PCIe NVMe Class 35 Solid State Drive Additional Hard Drive:No Additional Hard Drive Raid Connectivity:NO RAID Video Card:IntelREG Integrated Graphics Chassis Options:OptiPlex 7090 Micro 35W, Supports up to 10 Core Processors Power Supply:130 Watt AC Adapter Power Cord:Power Cord (US) for 180W Adapter Wireless:Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1 with Internal Antenna Wireless Driver:Wireless Driver, Intel AX201 Stands and Mounts:No Stand Option Adapter:No Additional Cable Serial Port Adapter:No Parallel or Serial Port Keyboard:Dell Pro Wireless Keyboard and Mouse - KM5221W - English Mouse:Mouse included with Keyboard Back Cover:No Cable Cover External Speakers:No External Speaker Software Stack:Dell Applications Windows 10 with Dell Optimizer Operating System Recovery Options:OS-Windows Media Not Included ENERGY STAR:ENERGY STAR Qualified Documentation:Safety/Environment and Regulatory Guide (English/French Multi-language) System Monitoring Options:Dell Watchdog Timer Placemat:Quick Setup Guide 7090 MFF Order Information:US No Canada Ship Charge EAN/UPC Labels:No UPC Label Bios for TPM:Trusted Platform Module (Discrete TPM Enabled) Shipping Material:Shipping Material for MFF Label:Regulatory Label for OptiPlex 7090 MFF 130W Processor Label:IntelREG Core™ i7 vPro Processor Label Transportation from ODM to region:Standard shipment Protect Your New PC:No Anti-Virus Software FGA Module:No FGA TAA:No Federal Order Windows AutoPilot:No Windows AutoPilot EPEAT 2018:EPEAT 2018 Registered (Gold) Speakers:Speaker for OptiPlex MFF Systems Management:Intel vPro Technology Enabled Hardware Support Services:3 Years ProSupport with Next Business Day Onsite Service	\$1,053.40	40	\$42,136.00
Subtotal:			\$42,136.00

City Council Staff Report

Subject: Microsoft Office 365 – License Renewal
Author: Alan West
Department: Information Technology
Date: 09/14/2021



Background

The Information Technology department has maintained a Microsoft Exchange Server for 25 years. This server has been used to process and manage all City email. During this time, we also dealt with the challenge of keeping the Microsoft Office Suite current on each computer. (Microsoft Office Suite: Word, Excel, Outlook, PowerPoint, etc.)

Analysis

Two years ago, we planned to upgrade our Exchange server. We analyzed the 10-year cost history of maintaining the MS Exchange server. We also considered the cost of keeping Microsoft Office current for all employees. We determined that the cost of moving to a hosted Office 365 solution would not only eliminate the considerable expense of replacing the Exchange server but would also provide a way to keep all Microsoft Office software current for all employees. The cost to move to Office 365 was only slightly higher than maintaining the status quo. But we feel the benefits are significant.

We presented our analysis to all departments. By moving to Office 365: 1) Users can access email and data from any location or device, 2) MS Office will always be current, 3) We are no longer required to maintain an extra server. (The estimated replacement cost was \$35,000-\$40,000. And the server has been upgraded every 3-5 years).

This attached quote is from CDWG, a national reseller with a current State of Utah Contract.

Department Review

The report was reviewed by the City Manager and IT Director.

Significant Impacts

Every user and department benefits from using Office 365. Also, all departments have included this license renewal cost in their individual budgets.

Recommendation

The Information Technology department recommends that Council approve the renewal of the Microsoft Office 365 licensing from CDWG at a cost of \$25,280.25.

Attachments:

Invoice from CDWG

REMIT PAYMENT TO:

INVOICE

ACH INFORMATION:
 THE NORTHERN TRUST
 50 SOUTH LASALLE STREET
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
 ROUTING NO.: 071000152
 ACCOUNT NAME: CDW GOVERNMENT
 ACCOUNT NO.: 91057



CDW Government
 75 Remittance Drive, Suite 1515
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
J854053	08/26/21	6530022
SUBTOTAL	SHIPPING	SALES TAX
\$25,280.25	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
09/25/21		\$25,280.25

BOUNTIFUL CITY RECORDER'S OFFICE
 ACCOUNTS PAYABLE
 795 SOUTH MAIN STREET
 BOUNTIFUL UT 84010-6326
 USA

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
08/26/21	J854053	Net 30 Days			09/25/21	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
08/25/21	ELECTRONIC DISTRIBUTION	6213-0825			6530022	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
3505607	MS MBL M365 BIZ BASIC Manufacturer Part Number: 9F5-00003 Electronic distribution - NO MEDIA	65	65	0	57.45	3,734.25
3505612	MS MBL M365 BIZ STD Manufacturer Part Number: 9F4-00003 Electronic distribution - NO MEDIA	150	150	0	143.64	21,546.00

GO GREEN!

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.

REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
JON WATTERS 312-705-9061 jonwatt@cdwg.com	BOUNTIFUL CITY RECORDER'S OFFICE ATTN:ACCOUNTS PAYABLE 795 SOUTH MAIN STREET BOUNTIFUL UT 84010-6326		\$25,280.25
SALES ORDER NUMBER		SHIPPING	\$0.00
1C5RQ1B		SALES TAX	\$0.00
		AMOUNT DUE	\$25,280.25



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