

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, February 11, 2020

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

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

AGENDA

6:00 p.m. – Work Session

1. RAP tax grant process review – Mr. Galen Rasmussen p. 3
2. Legislative Update – Mr. Gary Hill

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Approve minutes of previous meetings held on:
 - a. January 23 & 24, 2020 (Council Retreat) p. 13
 - b. January 28, 2020 p. 23
4. Council Reports
5. BCYC Report
6. Consider approval of weekly expenditures greater than \$1,000 paid January 20 & 27, 2020 p. 29
7. Consider approval of a concessionaire contract with FundRacer Events Management for Bountiful Ridge Golf Course – Mr. Brock Hill p. 31
8. Consider approval of the rebuild of the Carlson EZIV screeed by Goodfellow Corporation in the amount of \$72,580 – Mr. Gary Blowers p. 45
9. Adjourn



City Recorder

City Council Staff Report

Subject: RAP Tax Process
Author: Galen D. Rasmussen, Assistant City Manager
Department: Executive
Date: February 11, 2020



Background

At City Council direction, Bountiful City's re-authorized Recreation Arts and Parks (RAP) Tax collections have been allocated annually in the following manner:

- 75% to reimburse the City's Capital Projects Fund for development of Creekside Park
- 14% to fund other City parks, recreation, and trails projects
- 11% to distribute as grants to non-profit cultural and arts groups

In the recent City Council Retreat there was a desire expressed by Councilmembers to review the current grant making process prior to start of the Fiscal Year 2021 grant season.

Analysis

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

Upon submittal, applications are reviewed by Staff to determine basic eligibility with the Program Guidelines. Eligible applicants are then invited to provide a presentation to the Arts, Parks and Recreation Budget Committee. A subset of the budget committee (two elected officials) meets with two staff members to make a recommendation on funding. This recommendation is provided to the entire City Council who has final authority to approve or amend the recommendation.

It was suggested at the Council Retreat in January that perhaps the applications could be graded using a point system. Some of the following criteria could be considered:

- Did one applicant receive a grant more recently than another?
- Which applications will benefit the greatest number of residents?
- Which applicants are providing matching funds?
- Will the grant funds increase or decrease financial dependence on the City?

Department Review

This staff report has been reviewed by, and received the concurrence of the City Manager.

Recommendation

Staff requests direction from the City Council on any recommended changes in the current RAP Tax grant making process moving forward. Sufficient time is needed to allow for notification to grantees and for staff reviews and actions by the applicable budget committee and City Council.

Significant Impacts

RAP Tax grant funding provides a significant funding source to cultural and arts organizations that sponsor local events enjoyed within our community.

Attachments

RAP Tax Grant Program Guidelines; Timeline; and Grant Application

Bountiful City Recreation Arts & Parks (RAP) Tax
Program Guidelines
FY 2020-2021

Background

In November 2014 Bountiful voters approved a 10-year extension of the City’s Recreation, Arts, and Parks (RAP) Tax. Funding became available on April 1, 2016 for projects as allowed by State Law and approved by the City Council.

An information pamphlet created by the City was distributed to residents and provided voters with an idea of what the intended uses of the funds would be. This is an excerpt from the pamphlet:

What will the RAP Tax proceeds be used for?

State law allows the RAP Tax to fund a broad range of parks, recreational facilities, and arts and cultural projects and activities. In 2013 the City acquired a seven acre property on Mill Street near Bountiful High School. The development of that property as a park for current and future residents and visitors is dependent in large part upon availability of RAP Tax funding. The goal of the City is to analyze options, and provide funds to develop this park along with funding for other parks, recreational facilities, and cultural projects and organizations of benefit to Bountiful citizens, such as:

- New Park on Mill Street
- Other Park Play Structures and Improvements
- Sports and Field Facilities
- Pavilion and Stage Improvements
- Trails
- Grants to Arts and Cultural Groups and Programs

The City Council will set aside 11% of the proceeds annually for grants to eligible arts and cultural organizations and programs. **Total grant funding available in FY 2020-2021 is anticipated to be up to \$77,000.**

Program Guidelines

Eligible Activities Under Utah State Code for Cities

State law allows RAP Tax to be used for the following eligible types of activities specified in Utah Code Annotated 59-12-1402:

- (i) fund cultural facilities, recreational facilities, and zoological facilities and botanical organizations, cultural organizations, and zoological organizations in that city or town; or
- (ii) provide funding for a botanical organization, cultural organization, or zoological organization to pay for use of a bus or facility rental if that use of the bus or facility rental is in

furtherance of the botanical organization's, cultural organization's, or zoological organization's primary purpose.

City Council Intents:

1. Not-for-Profit Status

To be eligible for funding, applicants must be registered not-for-profit organizations.

2. Operating Costs vs. Projects

Priority will be given for funding of project costs over operating funds requests. Any operational funding will be limited to assistance with rent. This guideline is designed to help ensure that funding is available to improve programs or improvements for residents of Bountiful and not to create a dependency for funding support by the City.

3. Funding for Events

Funding of events which are one-time in nature could arguably leave the City at a risk of investing RAP Tax monies for purposes with no lasting impactful community benefits. Ongoing successful events, on the other hand, can have a long-lasting effect and become an integral part of the city's fabric

Funding of events will only be recommended after the event has a demonstrated track record of success in Bountiful as determined by the recommending committee and the City Council.

4. Funding for Equipment

Funding of equipment will only be recommended after the applicant has a demonstrated track record of success in Bountiful as determined by the recommending committee and the City Council.

5. Competitive Process; Not an Entitlement Program

The residents of Bountiful City have generously voted to allow their tax dollars to fund recreation, arts, parks, cultural organizations, events and facilities for the benefit of the community. This is a gift and a responsibility for each successful applicant. All funding received is subject to applicable laws, regulations and later audit by the City.

6. Council Policy Priorities

Ideally, funding requests should align with one or more of the City Council Policy Priorities as adopted each year. Those policy priorities are published in the City's annual budget document that can be found on the City website at:

<http://www.bountifulutah.gov/Financial-Reports>

RAP Tax Application Process

Applications for RAP Tax will be accepted for consideration by the City Council under the following process:

- Grants for Arts and Culture – Applications will be made by individuals or organizations using the current RAP Tax Grant Funding Application Form. Completed applications must be submitted by the date listed in the application form to be considered.
- Key Elements in Applications –
 - ✓ Explanation of how the request will benefit residents of Bountiful City
 - ✓ Disclose the authorized type of activity for funding
 - ✓ Use outcome measures to support the application (e.g. number of residents served; local economic impact; Council priority addressed)
 - ✓ Provide a detailed budget for how funds will be spent.

Revised 2/6/2020

FY2020-2021 Budget - RAP Tax Process Timeline

February 6, 2020 – Fourth season RAP Tax Grant documents submitted for City Manager review and approval:

- a. RAP Tax Program Guidelines
- b. RAP Tax Program 2020 Timeline
- c. Grant Funding Application Form

February 11, 2020 – RAP Tax Grant Program review with City Council in Work Session

February 17, 2020 – RAP Tax Grant Application distributed

- a. Notice of Application Period and copy of Grant Application posted to City website
- b. Application emailed to known, potential interested groups and individuals
- c. City project applications from departments are made via regular budget process

March 9, 2020 – RAP Tax Funding Applications due at City Hall (150 North Main, Suite 101, Bountiful) by 5:00 p.m.

March 12, 2020 – Staff Review of City Projects and Grant Applications. Additional information requested from applicants, if necessary.

April 2, 2020 – Applications and other committee materials distributed to Parks, Recreation and Arts Committee

April 2020 – Parks, Recreation & Arts Committee Meeting (Time, Date & Location - Pending).

- a. Review of FY2019-2020 program status.
- b. Review available funding and program guidelines for 2020 (FY2020-2021 budget)
- c. Consider funding applications to recommend for City Council approval or,
- d. Designation of a separate subcommittee to review and provide recommendations for later approval by the City Council (FY2020-2021 budget)

June 16, 2020 – Parks, Recreation and Arts Committee – RAP Tax Funding Recommendations to City Council for consideration of approval (FY2020-2021 Budget)

July 2020 – Approved funding applications processed for payment according to RAP Tax Program Guidelines (FY2020-2021 Budget)

April 2021 – RAP Tax program status provided in budget review by Parks, Recreation and Arts Committee



FY2020-2021 RAP TAX GRANT APPLICATION





APPLICANT INFORMATION

Organization Name: _____

Mailing Address: _____

Tax ID #: _____

Primary Contact: _____

Phone #: _____ E-mail: _____

Secondary Contact: _____

Phone #: _____ E-mail: _____

ORGANIZATION DETAILS

Registered 501(c)3 Other Non-Profit (please state type)

FUNDING REQUEST

Ongoing Project Ongoing Event(s)

Rent Assistance Equipment

HISTORY

Has your organization received prior funding from Bountiful City? Yes No

If yes, please list up to the last three grants received:

Grant Project Name	Year	Amount	Key Outcome(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



REQUIRED DOCUMENTATION

Please include the following sections within your organization's grant proposal.

SECTION - A

Provide a detailed plan and budget for how your organization plans to use RAP Tax funding. If your request aligns with a City Council Policy Priority area please state which policy priority your request would help to fulfill.

SECTION - B

Include narrative description and supporting data to illustrate the benefit(s) of your funding request for Bountiful City and its residents. This description should quantify the expected outcomes that would result from your organization receiving RAP Tax funding. Potential outcomes could include the number of residents to be served; the number of classes taught; or the dollar amount of local economic impact that the City would receive in return for allocating RAP Tax dollars to your organization.

SECTION - C

Provide a list of key staff or volunteers, their roles in your proposed funding request, and a brief description of their qualifications.

SECTION - D

Provide a list of other funding sources for the project or activity for which your organization seeks RAP Tax funding. Please include your organization funds, secured funding from other organizations, other pending funding requests, and the amount requested or received from each.

SECTION - E

Provide a detailed (line-item) annual budget for your organization and your most recent financial statements, if available.

SECTION - F

Provide a list of board members.



ACKNOWLEDGMENT OF RESPONSIBILITY

Please email (GalenR@BountifulUtah.gov) your completed grant proposal **or** submit eight physical copies to: Galen Rasmussen, Assistant City Manager, Bountiful City Hall, 150 North Main, Suite 101, Bountiful, UT 84010, **before Monday, March 9, 2020, at 5:00 p.m.** Your completed grant proposal should include:

1.) The Application Form **2.)** Sections A – F **3.)** Acknowledgement of Responsibility

I have read and understood the instructions supplied by Bountiful City for processing this application (attached: "Bountiful City Recreation Arts & Parks (RAP) Tax Program Guidelines" and "RAP Tax Process Timeline"). The documents and/or information I have submitted are true and correct to the best of my knowledge. I understand that my application is not deemed complete until City staff has reviewed the application and notified me that it is deemed complete.

I will remain informed of the deadlines for submission of material and the progress of this application. I understand if my completed grant proposal has passed the selection process for review by the full City Council or respective sub-committees that I will be notified the week prior to any public hearings or public meetings. I understand that my organization may be asked to present to the City Council or respective sub-committees. I also understand that my organization's completed grant proposal and its review does not guarantee that funding will be granted.

If funding is granted to my organization, I understand that within one month of the project's completion I must provide a detailed report of how the funding was used, actual dollars spent relative to this grant proposal and budget, project results, and it's benefit to the community. Failure to complete this report of grant funding use will make my organization ineligible for funding during the next fiscal year. This report and the original grant proposal will also be on file and available at the City Manager's office at Bountiful City Hall.

APPLICANT SIGNATURE: _____ **DATE:** _____

NAME OF APPLICANT (PLEASE PRINT): _____

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Minutes of the
BOUNTIFUL CITY COUNCIL
January 23, 2020

Present: Mayor Randy Lewis
Councilmembers Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris,
Richard Higginson, Chris Simonsen
City Manager Gary Hill
Assistant City Manager Galen Rasmussen
City Attorney Clinton Drake
City Engineer Lloyd Cheney
City Planner Francisco Astorga
City Recorder Shawna Andrus
Finance Director Tyson Beck
IT Director Alan West
IT Programmer/Analyst Dan Urban
Parks Director Brock Hill
Power Director Allen Johnson
Water Director Mark Slagowski
Streets & Sanitation Director Gary Blowers
Human Resources Director Shannon Cottam
Chief of Police Tom Ross
Communications Coordinator Angela Pitt
Recording Secretary Maranda Hilton

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

Thursday Session – 8:00 a.m.
AC Marriott, 225 West 200 South, Salt Lake City

PLEDGE, PRAYER & WELCOME – MAYOR LEWIS

Mayor Lewis called the meeting to order at 8:21 a.m. and welcomed those in attendance. Councilwoman Bahr led everyone in the Pledge of Allegiance and Councilman Simonsen offered a prayer.

The Mayor said a few words about his appreciation for the City of Bountiful and for the good people he gets to associate with in this room. He showed slides of some historic Bountiful photographs from the early 1900's. He asked the Council to think about how far the City has come and how much it has changed since 100 years ago. He told them that it is now their responsibility to “look around the bend” and make the decisions that will affect the future of our City for the best.

1 **PRIOR YEAR’S SUCCESSES – COUNCIL & STAFF**

2 Mr. Gary Hill thanked everyone for making it a priority to be there, and said one of the main
3 goals of this retreat is to help Staff and Council be on the same page. He then invited each
4 Department Head to give a recapitulation of the previous year’s successes.

5 Mr. Clint Drake gave a summary of last year’s successes for the Legal Department which
6 included a number of civil and risk management related successes, hiring a new prosecutor,
7 prosecuting 505 criminal cases and 818 traffic court offenses, expanding the Bountiful Victim
8 Services and now have three student interns assisting the Victim Advocate, and were able to help 460
9 victims of crimes.

10 Mr. Gary Blowers gave a summary of last year’s successes for the Streets Department: They
11 paved 4.6 miles of road, patched hundreds of leaks and cuts in the roads, used 19,671 tons of salt for
12 snow removal; the Maintenance Shop completed over 950 work orders and saved the City over 75%
13 over going to outside shops; the Storm Water Department replaced, repaired and built new storm
14 drains all over the City; the Landfill upped their green waste recycling by 53% over the last six years;
15 and the Sanitation/Recycling Department helped 674 residents recycle hazardous waste, handled
16 garbage collection for all City events, and put a new garbage truck into service.

17 Mr. Allen Johnson gave a summary of last year’s successes for the Power Department: they
18 replaced a total of 131 power poles, installed 17 arc flash metering cabinets, installed a new digital
19 radio communications system, replaced buried street light circuits in 21 locations using 19, 405 feet
20 of wire, and many other projects.

21 Mr. Alan West gave a summary of last year’s successes for the IT Department: they moved
22 City Hall to three separate temporary locations, rewired the Police Department, installed UTOPIA
23 fiber and created redundancy with two fiber providers, increased network security, relocated servers,
24 network storage and other equipment for the Police Department.

25 Mr. Brock Hill gave a summary of last year’s successes for the Parks Department: completed
26 the Brickyard Bark Park, planted 60 new trees throughout Bountiful, hosted 408 pavilion rentals, and
27 supported the many large events in Bountiful, e.g. Handcart Days, Rotary Car Show, Christmas
28 Lighting ceremony, etc.; the Golf Course completed a full recovery of the greens and fairways and
29 made major improvements to bunkers and tee boxes, held approx. 60,300 rounds of golf and hosted
30 36 major tournaments; the Cemetery had 333 burials; Building Maintenance and the Trails system.

31 Ms. Shannon Cottam gave a summary of last year’s successes for the HR Department: they
32 had 15 FT and 12 PT job postings, hired 19 FT employees, held 20 employee events and trainings,
33 and “survived” a three-month Utah Retirement Systems audit.

34 At this point, Mr. Gary Hill suggested taking a short break and continuing the departmental
35 reports later in the day in order to keep on schedule.

36
37 **BREAK**

38 The meeting was paused for a break at 9:45 a.m. and resumed again at 10:05 a.m.

39
40 **POLICY PRIORITY REVIEW – MR. GARY HILL**

41 Mr. Gary Hill explained that in 2014 the Council first came up with the Policy Priorities, and
42 he hoped to briefly revisit them yearly to see if the Council would like to make any changes. They
43 were created to help ensure that Council and Staff are all on the same page about what is most
44 important. They help Staff know where to direct resources and keep them moving in a direction that
45 takes the City to where it wants to be in the future. He explained how programs and strategies work
46 together to implement the policies that have been identified as important.

1 He quoted Craig Manning, a sports psychologist, behavioral scientist and consultant, who said
2 that there are three characteristics that make an organization “high performing”: intelligence, focus,
3 and execution. Mr. Hill said that he feels the City has intelligent and educated people who are also
4 very good at executing their duties. He feels that if the City struggles in any area it is the area of
5 focus. He explained that it can be a really difficult thing for a city to focus, because leaders and Staff
6 want to be available to help residents with anything and everything. However, if they can learn to
7 focus on the most important things and to say no to the less important things it will make a big
8 difference in performance and in achieving goals as a City. He hopes that during this retreat and as
9 the group looks at the Policy Priorities it will help gain that focus.

10
11 **CITY COMMUNICATIONS – MS. ANGELA PITT**

12 Ms. Angela Pitt explained that she has been focused on building the communications program
13 for the City. The overall goal is to implement a program for consistent and strategic communication
14 with Bountiful residents that supports the Policy Priorities and the City’s communication principles.
15 She explained that every City program should identify what its goal is, who the intended audience is,
16 what messages they want to send, the strategies and channels for those messages and what the
17 potential risks are. She highlighted three communication channels that she intends to update in the
18 near future; the City website, social media practices, and creating a bi-monthly newsletter.

19 She hopes to upgrade the website to be mobile compatible, improve the individual department
20 pages, create a live-feed link to the City Facebook page, create a “report a problem” function, and
21 have a “quick links” section based on site analytics. She also wants to make sure the site and its
22 linked pages are easy to navigate and have consistent formatting throughout. Councilmembers
23 offered other suggestions for the website and were encouraged by her work so far.

24 She explained that use of social media channels should always be to direct residents back to
25 the City website for more information and up-to-date news. She also led a discussion on guidelines
26 that City employees should follow when posting on social media in order to make it clear whether
27 they are posting on behalf of the City or just as an individual. She hopes that all departments will
28 hold social media use training with their Staff and is happy to help with those trainings.

29 She plans to use MailChimp to send out an online newsletter on the 1st and 3rd Fridays of
30 every month. This newsletter will be a very concise letter with updates on current City issues,
31 services, events, etc. She hopes this will be yet another way to reach out to more residents who want
32 to be informed. The newsletter will be up and running very soon. Council felt this would be a great
33 way to reach more residents and liked the simpler format and how it would complement the quarterly
34 newsletter that gets sent with the utility bills in the mail. They advised her to think about what she
35 will do with the responses that come as a result of the newsletter.

36 Chief Ross asked that as Council and Staff talk with residents that they are directed to where
37 they can find correct information so that more and more people know about City-wide events and
38 happenings. Mr. Hill agreed that it can make a big difference if people are directed to sources of good
39 information, although unfortunately people can’t be forced to be informed.

40
41 **PUBLIC ART PROGRAM – MS. ANGELA PITT**

42 Ms. Pitt said the City is ready to roll out a public art program which will be funded by setting
43 aside 1% of the Capital Projects fund. The program will be managed by her as the communications
44 coordinator and supported by a five-member volunteer advisory committee. She explained that the
45 City Council will have final approval rights for all projects and commissions. The Mayor and
46 Councilmembers will be asked to suggest names for the advisory committee, and they hope to form a

1 committee of people from mixed backgrounds and involvement with the arts. They currently have
2 \$100,000 set aside to spend on projects for this year, which will hopefully include permanent and
3 engaging installations along Main Street, a temporary water feature installation in Bountiful Town
4 Square, a permanent piece for the Town Square, and a permanent piece for outside the renovated City
5 Hall.

6 Other ideas for future projects include bus stop art installations, community murals, and
7 community involvement around an art project (such as having school children submit essays about art
8 installations on Main Street).

9 Councilmembers were excited for this project to get underway and liked the ideas presented
10 for possible art installations on Main Street that could draw more people there to interact with the art.
11 It was suggested that we could designate certain locations around Bountiful for artists to display art
12 that is for sale. They also suggested that large murals be given a time limit before being replaced to
13 keep art looking new and fresh and keep it from deteriorating from exposure to weather.

14 **LUNCH**

15 The meeting was paused for a lunch break at 11:38 a.m. and resumed again at 12:59 p.m.
16
17

18 **PLANNING AND LAND USE ITEMS**

19 Mr. Francisco Astorga thanked the Council for the opportunity to present on Land Use items,
20 and explained the purpose of the presentation is to get feedback from the Council and Department
21 Heads, so he welcomed their comments, questions and direction.
22

23 **a. SHORT-TERM RENTALS**

24 Short-term rental housing (STR) has become a popular issue lately with increases in websites
25 like “Air BnB” and “VRBO” where people can rent out their homes (or portions of their homes) as
26 vacation rentals. Mr. Astorga explained that currently there are some concerns that need to be
27 addressed if these are to be regulated in Bountiful City.

- 28 i. Currently there is not a definition for either long- or short-term rentals in
29 the Bountiful City Code.
- 30 ii. STRs will potentially have impacts to the neighborhoods.
- 31 iii. The definition of “family” in the Code would cause Code Enforcement
32 issues if left unchanged.

33 The Council discussed whether or not to allow STRs in the City, debating over the possible
34 negative impacts and if they are weightier than land-owner’s rights to earn money by renting their
35 properties. There was a lot of discussion about residents being fearful of having strangers in their
36 neighborhoods and how parking and noise levels would be affected. They talked about possible
37 mitigation policies that would help lessen negative impacts to the neighbors but still allow people to
38 exercise their property rights. Some policies that other cities utilize are restricting which
39 neighborhoods can have STRs, requiring the owner to live on-site, requiring the owner to file their
40 STR with the City, or fining the owner for any violations or complaints.

41 Mr. Astorga presented a framework for engaging the public in the discussion of STRs in
42 Bountiful. He proposed that over the course of 11 weeks open houses be held and online surveys be
43 distributed to help get public feedback about this issue. After all public feedback has been evaluated
44 the Planning Commission would make a recommendation and forward it to the City Council for a
45 Public Hearing and a final vote. The Council liked the idea of getting as much public engagement as
46 possible, and felt it was a well-designed process.

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2 **b. ACCESSORY DWELLING UNITS**

3 Mr. Astorga explained the current code regarding Accessory Dwelling Units (ADUs) and the
4 purposes for the code. He also explained that the code is still relatively new (it was created in 2018)
5 and Staff has identified several amendments that would improve the code. These recommended
6 changes would affect:

- 7 i. Parking requirements (should there be more parking spaces required?)
8 ii. Size cap or maximum square footage (many cities have a 1,000 sf cap)
9 iii. Definition of “contract purchaser” (so this doesn’t get abused)
10 iv. Definition of a “family” (should ADUs be the same as a single-family house?)
11 v. Involvement of the Administrative Committee in the approval process (is this still
12 the best body to evaluate/approve them?)

13 Mr. Hill asked the Council to be thinking about the process they would want to see as these
14 changes are made and if they want this to be more of a public input process, or if they are satisfied to
15 just have Planning Commission make recommendations.

16 The Council liked this list of changes and was happy to have the Administrative Committee
17 and Planning Commission look at these issues and come back with recommendations.

18
19 **c. TRAILS IMPLEMENTATION UPDATE**

20 Mr. Astorga explained that they are ready to set up the Bountiful Trails Advisory Committee
21 (BTAC) now that the Trails Master Plan has been approved. They would like the BTAC to have five
22 to seven members who have a good knowledge of trails. Each member will be appointed by the City
23 Manager (through an application process) and will serve a four-year term. Their duties will be to
24 recommend changes to the Trails Master Plan, plan the construction and maintenance of trails
25 projects, seek grants and private funding for trails projects, promote the Trails Master Plan and
26 coordinate volunteer efforts. The BTAC meetings will be open meetings so that the public can be
27 involved and informed.

28 The Council wanted to make sure they would be well-informed about each BTAC meeting so
29 that they know what’s happening. They were concerned that the last trails committee process was so
30 far removed from the Council and caused issues last year and they do not want to repeat that failure.
31 Mr. Hill agreed that it’s important for them to know what’s happening with the committee, and they
32 will do everything they can to keep the Council in the loop. This communication can be through the
33 City Manager’s weekly updates or through meeting minutes being sent to the Council.

34 The Mayor suggested reaching out to other cities who have built successful trails systems to
35 help with this process.

36 Councilman Higginson said he hopes that the City can move quickly on this and get these
37 projects going. Mr. Hill proposed that the committee process and structure be evaluated one year
38 from now and decide if changes need to be made or if things are progressing at a good pace. The
39 Council liked that idea.

40
41 **BREAK**

42 The meeting was paused for a break at 2:43 p.m and resumed again at 3:01 p.m.
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1 **PRIOR YEAR'S SUCCESSES (continued)**

2 Chief Tom Ross gave a summary of last year's successes for the Police Department:
3 successfully set up a Unified Command and proved its ability during the Gun Range fire, developed
4 and opened Davis County's Receiving Center Program, implemented new eFORCE records
5 management software, and only used "force" in 16 of approximately 1,000 arrests made.

6 Mr. Lloyd Cheney gave a summary of last year's successes for the Engineering Department:
7 they supervised construction of the Bountiful Town Square, supervised the remodel of City Hall,
8 processed 1,000 building permits and 500 excavation permits, designed and constructed multiple
9 storm drains, coordinated the commissioning and startup of the Mueller Park Water Treatment Plant
10 and reconstructed several streets.

11 Council asked Mr. Cheney for a quick update on the progress of the City Hall remodel. He
12 and Mr. Drake explained that there have been recent issues with the contractor who was hired to do
13 the project and it appears the City will be looking for a new contractor to finish the project. This has
14 caused major delays in the expected completion date which is unfortunate, but it was unforeseeable
15 and he hopes they will be still be able to complete the project this year.

16 Mr. Mark Slagowski gave a summary of last year's successes for the Water Department: they
17 put the Mueller Park Water Treatment Plant into service, replaced 1.5 miles of pipe, installed 17 fire
18 hydrants, laid 8,756 feet of main line and replaced 47 service lines.

19 Mr. Galen Rasmussen gave a summary of last year's successes as the Assistant City Manager
20 for City Administration: they prepared the FY 2019-2020 Operating & Capital Budget, developed a
21 review of property tax and RDA tax increment processes, helped evenly redistribute E911 revenue
22 from Davis County, and received Distinguished Budget award for the fourth consecutive year.

23 Mr. Tyson Beck gave a summary of last year's successes for the Finance Department: they
24 passed all audits and received a "clean" opinion. The City again received the Certificate of
25 Achievement for Excellence in Financial Reporting for the Fiscal Year 2019 Comprehensive Annual
26 Financial Report (CAFR). This is the 38th year of the award to the City.

27 Mr. Francisco Astorga gave a summary of last year's successes for the Planning Department:
28 they adopted the Trails Master Plan, initiated the formation of an advisory Trails Committee,
29 received a grant for the Town Square Ice Ribbon, and issued three façade improvement grants to
30 businesses along Main Street.

31 The Council thanked Staff for their hard work and for being so wonderful to work with. They
32 praised the Staff for their professionalism and how well they run the City.

33
34 **ADJOURN**

35 The meeting was closed for the day at 4:07 pm.
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Minutes of the
BOUNTIFUL CITY COUNCIL
January 24, 2020

Present:	Mayor	Randy Lewis
	Councilmembers	Millie S. Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson, Chris Simonsen
	City Manager	Gary Hill
	Assistant City Manager	Galen Rasmussen
	City Attorney	Clinton Drake
	City Engineer	Lloyd Cheney
	City Planner	Francisco Astorga
	Finance Director	Tyson Beck
	IT Programmer/Analyst	Dan Urban
	Parks Director	Brock Hill
	Power Director	Allen Johnson
	Water Director	Mark Slagowski
	Streets & Sanitation Director	Gary Blowers
	Human Resources Director	Shannon Cottam
	Chief of Police	Tom Ross
	SDMF Chief	Jeff Basset
	Recording Secretary	Maranda Hilton

Excused: IT Director Allen West

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

Friday Session – 8:00 a.m.
AC Marriott, 225 West 200 South, Salt Lake City

WELCOME – MAYOR LEWIS

Mayor Lewis called the meeting to order at 8:11 a.m. and welcomed those in attendance.

DEER PROGRAM AND PUBLIC PROCESS – CHIEF TOM ROSS

Chief Ross gave a quick overview of the history of the deer relocation program in Bountiful from the first discussion in 2010 to when the pilot program began in 2014 to the present time. In total, the Department of Wildlife Resources (DWR) and the City worked together to capture and relocate 689 deer. In 2019, the DWR decided they would no longer authorize live deer trapping and relocation

1 due to chronic wasting disease. The DWR recommends moving to a lethal removal program, which
2 17 other cities along the Wasatch Front have initiated at this point. He explained that the time has
3 come to decide whether to switch to a lethal program or stop intervening with the urban deer
4 population problem altogether. If the decision is to do nothing, the deer population will increase to
5 unsafe numbers again and pose a public safety threat, which is why the relocation program was
6 started in the first place. Another public hearing is not required by law; however in 2013, the public
7 was promised that if a lethal program was considered, a public hearing would be held beforehand.

8 The Council thanked Chief Ross for his time and asked details about what a lethal program
9 would look like. He answered that it would mean trapping deer in cages and using a firearm at close
10 range to terminate them quickly and as humanely as possible. He said some other cities have tried an
11 archery program but he finds that it causes a lot of issues with the deer not dying quickly and possibly
12 moving a great distance before being located and removed. That situation would not be ideal and
13 possibly cause other public safety issues as well. He also explained that the meat can be donated as
14 part of the lethal program which could be a good thing. All the details would need to be figured out to
15 do that such as how to get the meat processed and where to donate it. Where to get more traps, etc.,
16 would also need to be determined before everything is worked out for a new program.

17 The Council discussed the best way to present this to the public and to get the dialogue going.
18 They feel there will be residents with opinions all across the spectrum for and against a lethal
19 program and that it's important to get input.

20 The Chief thanked the Council for their input.

21
22 **RAP TAX HISTORY, ALLOCATION AND PROJECTS – MESSRS. GARY HILL & GALEN**
23 **RASMUSSEN**

24 At the request of some of the Councilmembers, a discussion was held on how to allocate RAP
25 Tax funds each year. Mr. Rasmussen went over the allocations that were given in previous years to
26 different entities and talked about the funds that were both given and withheld last year. The Council
27 discussed whether or not all of the available tax money should be distributed every single year, or if it
28 is wise to sometimes withhold funds in order to be able to fund larger projects in subsequent years.
29 Because there were funds left undistributed last year, Councilwoman Harris made a case for
30 distributing more funds to the CenterPoint Legacy Theater who was awarded half of what they
31 requested. She felt strongly that if a worthy organization is asking for funds to purchase things that
32 are authorized then funds should not be withheld if they are available.

33 Ultimately the majority of the Council felt that with the new year's application process
34 coming up next month it would be better to let last year stay as it was originally decided and evaluate
35 the new applications with this new criteria in mind. They also discussed that perhaps the entire
36 process should be reviewed.

37
38 **BREAK**

39 The meeting was paused for a break at 10:07 a.m. and resumed again at 10:16 a.m.

40
41 **DISPATCH SERVICES IN DAVIS COUNTY – CHIEF TOM ROSS & MR. GARY HILL**

42 Chief Ross gave an informative presentation about changes happening in the world of
43 emergency dispatch right now. He explained that one problem that has always existed in dispatch is
44 having to transfer 9-1-1 phone calls to the appropriate dispatch center. This can cause longer response
45 times and anxiety for residents who need help in an emergency. There is a big push right now to
46 solve this problem by physically consolidating small dispatch centers into larger, more centrally-

1 located dispatch centers. This would mean less calls being transferred and help improve response
2 times.

3 Chief Ross feels very strongly that a true solution to these problems would be digital
4 consolidation. If dispatch centers used software that is compatible, then there is no need for caller
5 information to be taken twice before emergency services can be dispatched. The information can be
6 taken by one individual and then sent to the correct dispatch center without extra delay. Currently
7 there is one software company in Utah that doesn't allow proprietary information to be shared with
8 the other software companies and it would make this idea impossible. Chief Ross hopes that there
9 will be a push for legislation that will force all the companies to work together to help improve safety
10 and emergency response in Utah.

11 There are pros and cons to physical consolidation, and although it is being touted as the
12 perfect solution, he fears that it carries costs that aren't being taken into consideration. He also feels
13 that residents prefer local dispatch centers over a large one farther away.

14 Overall, Chief Ross wanted to impart the idea that there is more than one option to consider
15 and hopefully the Council can help inform people on this topic and push for what they feel is the best
16 option.

17 18 **CITY COUNCIL TRAINING AND BEST PRACTICES – MR. GARY HILL**

19 Mr. Gary Hill asked the Council about a few housekeeping items.

20 It was agreed that occasionally having longer work sessions before Council meetings could be
21 beneficial so that the Council has more time to deliberate about topics after Staff presentations are
22 given. Starting the work sessions earlier than usual and perhaps providing some sort of snack or
23 refreshment would be good.

24 The Council also liked Mr. Hill's idea about taking an extra day when they visit other cities
25 for conferences, to see and learn more about other cities and how they function. It was also agreed
26 that taking more field trips along the Wasatch Front could be beneficial. A mid-year field-trip was
27 suggested and the Council liked that idea.

28 Another item of discussion was taking a work session to do quarterly policy updates. Mr. Hill
29 feels that it is very beneficial to Staff to receive that immediate and direct communication from the
30 Council. The Council agreed it would be a good idea. The Council asked that the Communications
31 Coordinator (Ms. Pitt) be involved as well. They also asked if Ms. Pitt could let them know in
32 advance which topics will be presented in the bi-monthly newsletter before she sends them out.

33 For the last item of business, Mr. Hill asked the Councilmembers to please try to attend any
34 UAMPS or APPA trainings that they can. He explained that they are very beneficial and you can
35 learn a lot about what's going on in the power industry right now. The next training is in Long Beach,
36 CA in June.

37 38 **WRAP-UP AND ADJOURN**

39 Councilwoman Harris made a motion to adjourn and Councilman Higginson seconded the
40 motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen
41 voting "aye".

42
43 The meeting was adjourned at 11:35 a.m.

Mayor Randy Lewis

City Recorder

PENDING

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Minutes of the
BOUNTIFUL CITY COUNCIL

January 28, 2020 – 6:00 p.m.

Present:	Mayor	Randy Lewis
	Councilmembers	Millie Segura Bahr, Kate Bradshaw, Kendalyn Harris, Richard Higginson, Chris Simonsen
	City Manager	Gary Hill
	City Engineer	Lloyd Cheney
	City Planner	Francisco Astorga
	City Attorney	Clinton Drake
	Finance Director	Tyson Beck
	Power Director	Allen Johnson
	Parks Director	Brock Hill
	Golf Professional	Kent McComb
	Recording Secretary	Maranda Hilton

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

Mayor Lewis called the meeting to order at 6:00 p.m. and welcomed those in attendance.

INTRODUCTION OF NEW PRESIDENTIAL LEADERSHIP FELLOWS AT WEBER STATE UNIVERSITY – PRESIDENT BRAD MORTENSEN

President Brad Mortensen of Weber State University explained that in an effort to help connect Weber to the surrounding community, he has been visiting with City Councils in Davis County and teaching them more about what Weber has to offer. He said that 43% of students at Weber State are from Davis County with 1,232 students from Bountiful alone. There are 8,625 Weber State alumni who reside in Bountiful and over 20 staff who live here also. He said that Weber State students have come to Bountiful several times to volunteer at the food pantry and it has been a meaningful experience for them to serve and to learn more about community needs. He introduced Ms. Ellie Robison who is currently a member of the Presidential Fellows at Weber to talk about her experience at the University.

Ms. Robison said that Weber has been a good fit for her and that it “felt like home”. She loves that it is small enough that she has access to the resources she needs without it feeling like a competition. She explained that she is going into education and will graduate soon with a teaching certificate and teach English at the secondary education level. She is glad she chose Weber and recommends it highly.

Councilwoman Bradshaw asked about the success of their new engineering program, and President Mortensen replied that they have been growing faster than anticipated which is amazing. They opened their Mechanical Engineering Program in the fall of 2018 and now have over 200

1 majors in the program. Their Computer Science program grew by more students than any other
2 school in the state last year, and they are currently building a new CompSci and automotive
3 engineering building to keep up with demand.

4 The Mayor and Council thanked President Mortensen and Ms. Robison for visiting with them
5 tonight and for the wonderful things that Weber State is doing in their communities.

6
7 **OPEN MEETINGS TRAINING – MR. CLINT DRAKE**

8 Mr. Drake conducted a training to fulfill the yearly requirement for the Open Meetings Act
9 training. Mr. Drake also conducted a training on the Utah Public Officers’ and Employees’ Ethics
10 Act.

11
12 **UPDATE ON THE BRICKYARD BARK PARK –**

13 Mr. Brock Hill explained to the Council that due to the muddy condition of the dog park, it has
14 been closed temporarily. He wished to receive direction from the Council about how to proceed. The
15 park has experienced 80-85% turf loss at this point, and he feels the turf will not be able to recover
16 without a significant closure. As he has been researching other dog parks, he sees that many of them
17 do not have turf; instead they use bark chips or peat gravel. He is leaning toward that solution if the
18 Council agrees.

19 Councilwoman Bradshaw agreed that most parks she is familiar with use chips or gravel and
20 she was surprised with how much turf Brickyard Park had when it opened because that was very
21 unique. She liked the idea of changing to something more sustainable and less expensive. The rest of
22 the Council was happy to agree as well.

23 The Council also discussed the best way to communicate when the park has closures so that
24 people can find the information easily.

25 Mr. Hill thanked the Council for their ideas and said he would do more research and post
26 information online for the residents in the next week once he had decided on what to do with the
27 park.

28
29 The meeting was closed at 7:01 p.m.

30
31
32 **Regular Meeting – 7:00 p.m.**

33 **South Davis Metro Fire Station Conference Room**

34
35 Mayor Lewis called the meeting to order at 7:02 p.m. and welcomed those in attendance. The
36 Mayor led the Pledge of Allegiance, and Mr. Benjer McVeigh, Pastor of Ministry Development at
37 Flourishing Grace Church, offered a prayer.

38
39 **PUBLIC COMMENT**

40 The public comment section was opened at 7:04 p.m.

41
42 Terry Eggett (1311 E 1700 S) explained that he has volunteered to help sponsor a Boy Scouts
43 of America troop in Bountiful through the American Legion but he is having a hard time finding a
44 place to hold meetings. He asked the Council for suggestions.

45
46 The public comment section was closed at 7:07 p.m.

1
2 **APPROVE MINUTES OF PREVIOUS MEETING HELD JANUARY 14, 2020**

3 Councilwoman Harris made a motion to approve the minutes from January 14, 2020 and
4 Councilman Higginson seconded the motion. The motion passed with Councilmembers Bahr,
5 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

6
7 **COUNCIL REPORTS**

8 Councilwoman Bradshaw reported that a cougar was recently killed by a hunter in Bountiful.
9 She also suggested to Mr. Eggett that perhaps the charter school on Main Street would allow the BSA
10 to meet there.

11 Councilman Simonsen did not have a report.

12 Councilwoman Harris reported that the Veteran’s Park is coming along nicely and they have
13 just hit their \$600,000 mark for fundraising. She also said the TedxBountiful event will be February
14 1st at the BDAC and they are excited for it.

15 Councilwoman Bahr did not have a report.

16 Councilman Higginson suggested that everyone go see the two impellers that were recently
17 removed from the hydro generator at Echo Dam (they are located at the Power Department).
18 Generation of power from the dam will be back online for this water year which is great news.

19
20 **CONSIDER APPROVAL OF:**

21 a. **Weekly Expenditures >\$1,000 paid January 6 & 13, 2020**

22 b. **December 2019 Financial Report**

23 Councilman Simonsen made a motion to approve the expenditures paid January 6 & 13, and
24 the December 2019 financial report. Councilwoman Bahr seconded the motion. The motion passed
25 with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

26
27 **CONSIDER APPROVAL OF AN INCREASE IN GOLF CART FEES IN THE AMOUNT OF**
28 **\$1.00 PER NINE HOLES – MR. KENT MCCOMB**

29 Mr. Kent McComb, who runs the Pro Shop at Bountiful Ridge Golf Course, presented that as
30 operational costs have increased over the years, they feel it is time to increase the cart fees to help
31 subsidize these costs. They have not raised cart fees for seven years. They have evaluated other
32 courses in the area and find that an increase of \$1 per nine holes will keep them competitive and is
33 still a great value for golfers. They believe this \$1 increase will help generate an additional \$40-
34 45,000 this year if the weather is typical. The fees will go toward cart maintenance and costs, and
35 also help them save toward the purchase of a new fleet in the future. They currently have 82 gas-
36 powered carts.

37 Councilman Higginson made a motion to approve the cart fee increase of \$1 per nine holes
38 and Councilwoman Bahr seconded the motion. The motion passed with Councilmembers Bahr,
39 Bradshaw, Harris, Higginson and Simonsen voting “aye”.

40
41 **CONSIDER APPROVAL OF THE PURCHASE OF TWO 500 KVA PAD-MOUNT**
42 **TRANSFORMERS FROM ANIXTER POWER SOLUTIONS IN THE AMOUNT OF \$25,040**
43 **– MR. ALLEN JOHNSON**

44 Mr. Johnson explained that they had two transformer failures this year which has depleted
45 their back-up inventory. They like to keep two in stock because it can take a while to receive them
46 after ordering them. However, Anixter has two that meet specs that can be shipped get right away,

1 which is very fortunate. The transformer that failed was five and a half years old, and warranty is
2 typically for two years after purchase.

3 Councilman Higginson made a motion to approve the purchase of the two 500KV pad-mount
4 transformers in the amount of \$25,040 and Councilwoman Bradshaw seconded the motion. The
5 motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

6
7 **CONSIDER APPROVAL OF THE PURCHASE OF A TRAILER-MOUNTED VACUUM**
8 **EXCAVATOR FROM VERMEER ROCKY MOUNTAIN IN THE AMOUNT OF \$97,985 –**
9 **MR. ALLEN JOHNSON**

10 Mr. Johnson talked about the advantage of purchasing this trailer-mounted vacuum excavator,
11 which will help power crews be able to “dig” using a high-pressure spray hose to create mud slurry
12 and then suck it up without accidentally damaging underground lines. The unit fits into this year’s
13 budget since a truck they planned on purchasing this year has been pushed into next year’s budget.

14 The Council agreed that this piece of machinery sounded like a good addition to the fleet and
15 felt it would be less inconvenient for residents when work is required on poles located in their yards.

16 Councilman Simonsen made a motion to approve the purchase of the vacuum excavator in the
17 amount of \$97,985 and Councilman Higginson seconded the motion. The motion passed with
18 Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.

19
20 **CONSIDER PRELIMINARY AND FINAL SITE PLAN APPROVAL FOR COMMERCIAL**
21 **BUSINESS, DANIEL WOOD SQUARE LOCATED AT 410 SOUTH 500 WEST – MR.**
22 **FRANCISCO ASTORGA**

23 Mr. Astorga presented the Daniel Wood Square site plan for preliminary and final approval.
24 This will be a commercial space on 500 West. The Planning Commission reviewed it in December
25 and recommend approval if all conditions of approval are met. One of the conditions of approval is
26 receiving approval from UDOT, since 500 West is a UDOT facility.

27 Ms. Leslie Mascaro, a representative from Wright Development Group, was there to answer
28 questions. She informed the Council that approval from UDOT has already been granted, allowing
29 them to keep both access points onto 500 West. She said they are naming the development Daniel
30 Wood Square to honor the pioneer Daniel Wood (founder of Woods Cross) who is buried (along with
31 his family) in the small cemetery in front of the site.

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

35
36 **CONSIDER PRELIMINARY SITE PLAN APPROVAL FOR A 12-UNIT MULTI-FAMILY**
37 **TOWNHOME RESIDENTIAL DEVELOPMENT LOCATED AT 1265 AND 1295 NORTH**
38 **MAIN STREET – MR. FRANCISCO ASTORGA**

39 Mr. Astorga presented the preliminary site plan for a 12-unit multi-family townhome
40 development by Ivory Homes (Chase Subdivision). These 12 units are the units along Main Street
41 and will be Phase I of the subdivision development. The site plan meets code according to the PUD
42 requirements for townhomes. He recommends that Council approves the site plan.

43 Councilwoman Bradshaw asked about the density of these lots and asked if the developers do
44 anything in particular to help them feel less cramped. Mr. Astorga said that the market is changing
45 and many people want this kind of home and a smaller lot. Ivory Homes is very experienced and they
46 have a big selection to choose from. Mr. Drake added that the Planning Commission liked the design

1 and that it checks a lot of boxes for needed housing in our City. It is also along a main transportation
2 corridor which is beneficial.

3 Councilman Higginson made a motion to approve the preliminary site plan for the multi-
4 family component of the Chase Subdivision, and Councilwoman Harris seconded the motion. The
5 motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.
6

7 **CONSIDER PRELIMINARY APPROVAL OF THE BOUNTIFUL CHASE SUBDIVISION**
8 **LOCATED AT 1265 AND 1295 NORTH MAIN STREET – MR. LLOYD CHENEY**

9 Mr. Cheney explained that the subdivision will be developed in two phases. He talked about
10 the current state of the utilities for that piece of land and is recommending that the developers extend
11 the utilities to the south where they were previously stubbed, so that in the future it will be easier
12 when surrounding development happens. He also explained that due to a survey problem, the deed of
13 the parcel has wrong information and they are working on fixing that mistake. They are also working
14 with the developers on the placement of the fencing along the property so that it will not interfere
15 with access to the creek basin or the power station.

16 a. Public Hearing was opened at 7:55 p.m.

17 Public Hearing was closed at 7:55 p.m.

18 b. Action

19 Councilwoman Harris made a motion to approve the preliminary subdivision plan located at
20 1265 and 1295 North Main Street and Councilwoman Bahr seconded the motion. The motion passed
21 with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.
22

23 **CONSIDER APPROVAL OF ORDINANCE 2020-01 AMENDING VARIOUS OMNIBUS**
24 **SECTIONS OF THE BOUNTIFUL CITY LAND USE ORDINANCE (CODE) – MR.**
25 **CLINTON DRAKE**

26 Mr. Drake turned the time over to Mr. Astorga.

27 Mr. Astorga walked through the changes being made to the Bountiful City Land Use
28 Ordinance (Code). The definition of “Plaza” has been added to the code, setback allowances for
29 development along Main Street have been defined, eminent domain for Trail Use has been restricted,
30 the “Planned Unit Development” definition and uses were amended. The “PDO” was removed from
31 the code, all uses of the word “ordinance” have been changed to “code” where applicable, parking for
32 multi-family development was defined, “CUP” language was clarified, and the Table of Contents and
33 page numbers errors were fixed accordingly.

34 a. Public Hearing was opened at 8:06 p.m.

35 Public Hearing was closed at 8:06 p.m.

36 b. Action

37 Councilwoman Harris made a motion to approve Ordinance 2020-01 to amend the Land Use
38 Code and Councilman Higginson seconded the motion. The motion passed with Councilmembers
39 Bahr, Bradshaw, Harris, Higginson and Simonsen voting “aye”.
40

41 **CONSIDER APPROVAL OF RESOLUTION 2020-01 WHICH APPROVES THE BUDGET**
42 **COMMITTEE AND LIASON APPOINTMENTS FOR BOUNTIFUL CITY COUNCIL**
43 **MEMBERS – MR. GARY HILL**

44 Mr. Hill asked the Councilmembers to review their new assignments to the various City
45 committees. The Council was happy to accept their new assignments.

1 Councilwoman Bahr made a motion to approve Resolution 2020-01 and Councilman
2 Higginson seconded the motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris,
3 Higginson and Simonsen voting “aye”.
4

5
6 **ADJOURN**

7 Councilwoman Bradshaw made a motion to adjourn and Councilman Higginson seconded the
8 motion. The motion passed with Councilmembers Bahr, Bradshaw, Harris, Higginson and Simonsen
9 voting “aye”.
10

11 The regular session of City Council was adjourned at 8:10 p.m.

Mayor Randy Lewis

City Recorder

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000 paid
January 20 & 27, 2020
Author: Tyson Beck, Finance Director
Department: Finance
Date: February 11, 2020

Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000 paid January 20 & 27, 2020.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000
Paid January 20, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,156.00	213405	4461987-01	Auto Slices and Wedges
1211	ASPHALT MATERIALS IN	Streets	104410 441200	Road Matl Patch/ Class C	1,291.00	213407	94182	Cold Mix
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,602.70	213408	54B85320	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,966.47	213408	54B85220	Tree Trimming
11015	CASCADE ENERGY	Water	515100 431000	Profess & Tech Services	6,670.00	213424	12914	Baseline Models Complete & Savings Updated
2334	GRAINGER, INC	Light & Power	535300 448627	Echo Hyrdo	2,597.90	213435	9406258302	480V Heater Units
5068	HUNT ELECTRIC, INC.	Light & Power	535300 448633	Street Light	2,964.75	213441	49645	Street Light Installation
2642	INTERWEST SUPPLY COM	Streets	104410 425000	Equip Supplies & Maint	8,004.00	213448	IN0081403	Snowplow Blade
3045	MCCOMB, KENT	Golf Course	555500 423000	Travel & Training	1,454.39	213461	01212020	Reimbursed for Ut Section PGA Winter Conf.
3790	RURAL WATER ASSOC OF	Water	515100 423000	Travel & Training	3,060.00	213481	46963749	St George Conference
3791	RUSH TRUCK CENTER-SA	Streets	104410 425000	Equip Supplies & Maint	2,212.75	213482	3017983195	Valve Kit
3899	SHERRILL, INC.	Light & Power	535300 448636	Special Equipment	1,133.40	213487	INV-505646	Rope, Block, & Wedges
3773	SUPERIOR EQUIPMENT	Streets	104410 425000	Equip Supplies & Maint	1,359.78	213490	CI006077	Primer Valve for SDMF
3773	SUPERIOR EQUIPMENT	Streets	104410 425000	Equip Supplies & Maint	1,847.73	213490	CI006093	Primer Pump
3773	SUPERIOR EQUIPMENT	Streets	104410 425000	Equip Supplies & Maint	3,099.10	213490	CI006032	Internal Cooler for SDMF
5000	U.S. BANK CORPORATE	Parks	104510 448000	Operating Supplies	1,064.66	213494	01102020BH	Cell Ph, Training, Supply//Acct# 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Legislative	104110 423000	Travel & Training	1,130.00	213494	01102020GH	Trvl&TrainXMasPrty,Dues//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Engineering	104450 423000	Travel & Training	1,200.00	213494	01102020LC	Ut.CouncilSereyor,Cell//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Executive	104130 421000	Books Subscr & Mmbrshp	1,400.00	213494	01102020GH	Trvl&TrainXMasPrty,Dues//Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Light & Power	535300 445202	Uniforms	1,832.60	213494	01102020AJ	Uniforms&Supplies// Acct #4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Police	104210 445100	Public Safety Supplies	2,487.38	213494	01102020DE	GunRepair,TV //Acct #4246-0445-5571-8851
4530	WEAR PARTS PLUS, LLC	Landfill	575700 425000	Equip Supplies & Maint	2,753.00	213506	4329	Misc.Parts
TOTAL:					<u>58,287.61</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000
Paid January 27, 2020**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1105	ALTEC INDUSTRIES, IN	Light & Power	535300 448635	Vehicles	1,723.14	213508	50523838	INSPECTION & REP.
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	4,370.14	213511	54L69320	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	535300 448632	Distribution	5,242.24	213511	54L69420	TREE TRIMMING
5351	DEERE CREDIT, INC.	Parks	104510 425000	Equip Supplies & Maint	1,819.33	213518	12052019	BLUFFDALE EQUIP PURCHASE
8756	IRBY ELECTRICAL DIST	Light & Power	535300 445201	Safety Equipment	1,044.92	213523	S011715927.001	CLASS 2 SLEEVES
4031	STANDARD PLUMBING SU	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,760.94	213532	KFMB32	ACORN 1709HEU-W-1 URINAL
4064	STEVE REGAN CO	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,103.73	213533	1088710	SUN GRO SOILS
4064	STEVE REGAN CO	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,296.70	213533	1088554	SUN GRO SOIL; LANDMARK SQR TRAY; MCCONKEY SHEET PO
4229	TOM RANDALL DIST. CO	Golf Course	555500 425000	Equip Supplies & Maint	1,600.83	213535	0301927	FUEL
4341	UTAH ASSOCIATED MUNI	Light & Power	535300 448621	Power Purch IPP	1,420.00	213537	24JAN20	JAN 20 PMT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	535300 448622	Power Purch San Juan	134,936.49	213537	24JAN20	JAN 20 PMT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	535300 448620	Power Purch CRSP	375,143.99	213537	24JAN20	JAN 20 PMT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUNI	Light & Power	535300 448626	Power Purch UAMPS (Pool etc)	584,357.91	213537	24JAN20	JAN 20 PMT FOR POWER RESOURCES
TOTAL:					<u>1,115,820.36</u>			

City Council Staff Report

Subject: Golf Course Concessionaire

Author: Brock Hill

Department: Golf Course

Date: 11 February 2020



Background

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

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

Analysis

Upon hearing the news, staff sent out a request for proposals for a replacement concessionaire, in November 2019. It was advertised in KSL classified ads, on the Utah Public Procurement Place (SCIQWEST) website, on Bountiful City's website and posted on social media pages.

Initially we received two responses, but were unable to come to favorable terms with either party, so both bids were rejected. Shortly thereafter, another catering company contacted the City desiring to submit a proposal to provide concessionaire services, FundRacer Event Management. After conversations and reviewing their proposal, it was determined that their qualifications, menu, pricing, food quality, commitment to customer service, marketing, and annual rental payback to Bountiful City best fit the requirements of the RFP and needs of Bountiful Ridge.

Briefly, they have agreed to a 3 year contract with the option to extend the contract for an additional 2 yrs. They also have agreed to terms that guarantee Bountiful City, an annual rental fee of \$25,000 or 15% of their annual sales, whichever is greater. Concerns over competent, engaged, and positive employees, cleanliness, tournament support, catering, and communication with golf staff, have all been satisfied.

Significant Impacts

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

Staff is currently in the middle of securing tournament events at the course and having options for them to choose catering services is a large part of what draws events to the course and keeps them coming back. Without a concessionaire, it is difficult to book those import events at the course.

No addition funds are needed to support the change of concessionaires at the course. We do expect an increase of patrons to the course and café due to FundRacer's verbal commitment to staff concerning marketing and advertising, seeking out additional tournaments or events to come to the course and facilities, and the retention of current events and tournaments.

Department Review

The review was completed by the Parks and Golf Departments

Recommendation

Staff recommends that the City enter into a concessionaire contract with FundRacer Events Management for the contract length of 3 years with an option to extend for 2 more years.

Attachments

Golf Course Concessionaire contract

FundRacer Event Management proposal (available upon request)

Bountiful Ridge Golf Course Concession Lease

This Lease is entered into this 12th day of February, 2020, between **Bountiful City**, a municipal corporation of the State of Utah, of 795 South Main Street, Bountiful, Utah 84010, hereinafter "City", and **FundRacer Event Management**, a Utah corporation, with offices at 3046 Van Buren Ave., Ogden, Utah 84403, hereinafter "Concessionaire".

WITNESSETH

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

WHEREAS, City desires to engage Concessionaire for such services;

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

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

5. Concessionaire shall carry the following insurance coverage:

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

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

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

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

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

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

Concessionaire and those claiming by, through, or under it, and remove its effects, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be available for non-payment of rent, or following a breach of covenant.

7. This Agreement shall be subject to cancellation by Concessionaire under the following conditions:

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

b) The default of the City in the performance of any material covenant contained in this Agreement to be performed by the City and the failure of the City to remedy its default, for a period of sixty (60) days after receipt from Concessionaire of written notice to remedy the same.

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

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

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

of services hereunder.

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

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

12. This Agreement shall not be assigned by either party without the prior written consent of the other.

13. Any ambiguity in this Agreement shall be construed in favor of the City. In the event of a dispute, the prevailing party shall be entitled to an award of its attorney fees and costs.

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

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

EXHIBIT "A"

Scope of Services

Concession Lease - Bountiful Ridge Golf Course

I. General Conditions

- A. Concessionaire shall be registered with the Utah State Division of Corporations and Commercial Code.
- B. Concessionaire shall have full time and/or part-time employees who are properly trained to operate all equipment to be used in performance of this Agreement and to perform the services outlined in accordance with City requirements. Concessionaire is an independent contractor and said employees are in no way Bountiful City employees.
- C. Concessionaire shall assume full responsibility for damage to City property caused by negligence or abuse by Concessionaire's employees or equipment, golf course patrons, or the general public, as determined by designated City personnel.

II. Responsibilities of the Concessionaire

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

A. Description of Concession

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

B. Investment by Concessionaire

Concessionaire shall be responsible for maintaining and/or replacing all equipment and fixtures required for its performance hereunder. All equipment, fixtures and related items shall be subject to the approval of the County Board of Health and the City's golf professional or the Parks Director. Following the initial installation, Concessionaire shall make no alterations, additions or replacements without obtaining the City's written approval by the golf professional or the Parks Director prior to making such changes.

C. Hours of Operation

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

D. Type of Operation

Concessionaire shall maintain and operate the concessions in a first-class manner and shall keep the leased premises in a safe, clean, orderly and inviting condition at all times, satisfactory to the City. The restaurant shall be operated as a convenience to the golfing public and the public in general; therefore, all food, drink, beverages, confections and other items sold or kept for sale under this Agreement shall be of high quality and must conform to Federal, State and Municipal food laws, ordinances and regulations. Concessionaire shall maintain a continuous City Restaurant License, shall maintain said restaurant to Grade A standards and in accordance with all applicable laws, ordinances and regulations. The service shall be prompt, clean, courteous and efficient. All food and other merchandise kept for sale shall be subject to inspection by the City at the City's discretion.

E. Concessionaire's Employees

1. Concessionaire shall retain an active, qualified, competent, and experienced manager at the golf course to supervise the concession operations, and the manager must be authorized to represent and act for the Concessionaire.
2. Concessionaire's employees shall be clean, courteous, efficient, and neat in appearance at all times. Concessionaire shall not employ any person or persons in or about the leased premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Concessionaire agrees to remove any employee whose conduct the City feels is detrimental to the best interest of the City.

F. Garbage Disposal

The City shall provide garbage removal.

G. Quality, Price and Product Control

Concessionaire shall serve and dispense quality foods and products with adequate portions at

reasonable prices comparable to those maintained at other similar restaurants and food dispensing concessions along the Wasatch Front.

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

H. Inspection

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

I. Ingress and Egress

Subject to regulations governing the use of the designated golf course, Concessionaire, its agents and servants, patrons and invitees, and its suppliers of service and furnishers of materials shall have the right of ingress to and egress from the premises leased exclusively to Concessionaire.

J. Redelivery

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

K. Signs

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

L. Cost of Operation

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

required by law. City shall provide and pay for the utility costs of natural gas, power and water.

M. Damage to Premises

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

If the premises, in the opinion of the golf professional or Parks Director, are destroyed by fire, explosion, the elements, the public enemy or other casualty, or so damaged that they shall remain untenable for more than thirty (30) days, the City shall be under no obligation to repair and reconstruct the premises, and rent payable under this Agreement shall be proportionately paid up to the time of such damage or destruction, and shall then cease until such time as the premises may be fully restored. If within twelve (12) months after the time of such damage or destruction, the premises have not been repaired or reconstructed, Concessionaire shall give the City written notice of its intention to cancel the Agreement in its entirety as of the date of such damage or destruction.

N. Rules and Regulations

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

O. Termination

Upon termination of this Agreement through passage of time or otherwise, all right, title of interest of Concessionaire in or to any of the leasehold improvements and fixtures, including carpets, which have been affixed to the real property constituting the leased premises shall immediately be vested in the City. All other personal property of Concessionaire, such as furniture, fixtures and equipment used during the term of this Agreement which has not been attached or affixed to the leasehold premises shall remain the property of Concessionaire upon such termination of the Agreement. Any signs or other advertising devices on the premises installed by the Concessionaire shall be removed by Concessionaire at its expense. However, the City may acquire, within ten (10) days after such termination, all of the Concessionaire's right,

title and interest in and to all or any part of such personal property upon payment to Concessionaire of an amount equal to the depreciated purchase value of said personal property computed at the rate of ten percent (10%) per annum from the date the same was purchased. The purchase value shall be established by verified invoices showing the date of purchase, amount paid, whether the equipment was new or used, and the date of initial use on the premises leased hereunder.

P. Holding Over

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

Q. Attorney's Fees

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

R. Non-Waiver

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

EXHIBIT "B"

Schedule of Fees

Concession Lease - Bountiful Ridge Golf Course

I. Concessionaire

Concessionaire shall pay the City as follows:

a. Annual Fee

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

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

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

II. Payments

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

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

Payments shall be submitted as follows:

Bountiful City Corporation
795 South Main Street
Bountiful, Utah 84010

Payable to Golf Professional (2430 South Bountiful Blvd, Bountiful, UT 84010) or to Parks Director (950 South 200 West Bountiful, UT 84010)

III. City

Except for the equipment described herein and except in the case of damage caused by Concessionaire its employees, agents or assigns, the City shall be responsible for the maintenance and repairs of the building envelope and areas leased by Concessionaire. City shall provide and pay for the utility costs of natural gas, power and water.

City Council Staff Report



Subject: Carlson EZIV Screed
Author: Gary Blowers
Department: Street Department
Date: February 11, 2020

Background

Bountiful City is one of the last few cities that pave our own roads. The key piece of equipment is our 2010 Dyna Pack F1000 Paver with a Carlson EZIV Screed. The Screed portion of the machine shapes, smooths and pre-compacts the new asphalt road surface. As a result of the slip forming process wear, stress is put on the plates and wings of the screed. During our winter inspection and maintenance it was discovered the plates have worn too thin to allow for needed adjustments during paving. The wings of the screed have too much play in the guides and need replacing. These repairs are needed to maintain the quality of the finished road for public use.

Analysis

Staff requested quotes from: Goodfellow Corporation the local Carlson dealer.

1. New Carlson EZIV Screed	\$111,168.75
2. Rebuild of our screed with parts and labor.	\$ 72,579.52

Goodfellow Corp specializes in repairing the Carlson screed locally. Staff is confident in their ability to complete the rebuild at a reasonable cost and in a timely manner. This rebuild will extend the screed/paver life and fits the needs of Bountiful City's Streets Department road maintenance program.

Department Review

This report has been reviewed by the Street Department Director and the City Manager

Significant Impacts

The screed rebuild is more extensive than yearly maintenance. The Street Department operating equipment, supplies and maintenance account will be charged for this rebuild. Staff will monitor all expenses and reduce expenditures where practicable to stay on budget.

Recommendation

Staff recommends Council approve the rebuild of the Carlson EZIV screed by Goodfellow Corporation for the amount of \$72,579.52

Attachments

None (bids are available for review if desired)