

# BOUNTIFUL CITY COUNCIL

TUESDAY, February 27, 2024

**6:00 p.m. – Work Session**

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

NOTICE IS HEREBY GIVEN on the Utah Public Notice Website, the Bountiful City Website and at Bountiful City Hall not less than 24 hours prior to the meeting 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.

*The meeting is also available to view online, and the link will be available on the Bountiful City website homepage ([www.bountifulutah.gov](http://www.bountifulutah.gov)) approximately one hour prior to the start of the meeting.*

## AGENDA

### **6:00 p.m. – Work Session**

1. General Plan discussion on Land Use – Mr. Francisco Astorga p. 3

### **7:00 p.m. – Regular Meeting**

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 the previous meeting held on February 13, 2024 p. 15
4. Council reports
5. Consider approval of expenditures greater than \$1,000 paid on January 31, February 7 & 14, 2024 p. 21
6. Recognition of Lakeview Hospital – Mayor Kendalyn Harris
7. Recognition of the Bountiful Davis Art Center’s 50 years – Mayor Kendalyn Harris
8. Consider approval of Resolution 2024-01 which allows the renewal of the interlocal agreement with Centerville City for dispatch services– Mr. Brad Jeppsen p. 25
9. Consider acceptance of the proposal of Design West for architectural services for 135 South Main Street at the prices noted in their proposal – Mr. Lloyd Cheney p. 37
10. Consider acceptance of the proposal of Ridge Rock, Inc. for the 2024 Storm Drain Project at the Unit Prices listed in the proposal – Mr. Lloyd Cheney p. 39
11. Convene in a closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205).
11. Adjourn

  
City Recorder



# City Council Staff Report



**Subject:** Work Session General Plan Direction:  
Bountiful By Design Land Use Element –  
Neighborhood Residential Section  
**Author:** Francisco Astorga, AICP, Planning Director  
**Date:** February 27, 2024

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## Background

The City Council has been having work session discussions led by Staff during the last few months reviewing the comprehensive general plan update. The updated general plan, Bountiful by Design, is intended to provide decision makers guidance in decision-making over the next 20 years. During the January 23, 2024, work session, Council provided direction regarding the drafted Land Use Element. The Council reviewed the Parks, Open Space, and Civic section as well as the Foothill Residential section, and provided comments as reflected on Attachment 1.

Council requested to spend additional time reviewing the Neighborhood Residential section to be able to further understand key terms found in the document including scale appropriate development, specifically how that relates to scale, mass, architectural language, in relation to duplexes, townhomes, cottage courts, triplexes, and fourplexes, and how these possible future residential uses could be included based on location appropriateness.

During the February 13, 2024, work session, Council reviewed State Code building design restrictions, attachment 2. Staff provided an introduction via a presentation of possible scale-appropriate duplexes and multi-family dwellings currently found within the City. Council requested additional information regarding how some of these types of units can be limited to areas with direct access to major roadways, and how those area defined.

## Analysis

The provided text within the Neighborhood Residential section indicates that the expected majority / primary residential use would remain single-family dwellings. This section does not propose altering the current pattern associated with single-family dwellings including accessory dwelling units, which are already permitted throughout all single-family residential zones. The Neighborhood Residential section currently includes adding duplexes that match the scale of surrounding residential uses. The current City Code expressly prohibits duplex dwellings within single-family residential areas. As drafted, this section also recognizes that, even though not as primary residential uses, townhouses, cottage courts, triplexes, and fourplexes in limited areas with direct access to major roadways, could be accommodated.

This section also focuses on matching the scale of surrounding residential uses and being designed and planned to blend into the surrounding neighborhood. The balance between the scale of a single-family dwelling and accommodating additional units in the form of duplexes, townhouses, cottage courts, triplexes, and fourplexes can be achieved through scale appropriate parameters.

The rendering below further illustrates how these housing typologies can be accommodated via scale appropriate development:

### Distributed Throughout a Block

Missing Middle Housing types can exist along a street, standing side by side and intermingling with detached single-family homes. The blended pattern of detached single-family residences and Missing Middle Housing works well because these types are comparable in form and scale.



### On the End of a Block

The streets that intersect the end of a block is often a busier corridor than the streets occupied by detached single-family homes. Placing Missing Middle Housing types on the “end grain” of a block allows for the use of slightly larger buildings because the structure isn’t sitting directly next to detached single-family homes. In this placement type, the alley to the rear of the Missing Middle structure also allows for a good transition in scale to the single-family lots.



© OPTICOS DESIGN, INC

Each of these residential use types: duplex, townhouses, cottage courts, triplexes, and fourplexes could be incorporated into the Code by specifying rules and regulations that further incorporates scale and massing similar to that of a single-family dwelling.

### Accessory Dwelling Units

Currently defined as a self-contained dwelling unit within an owner-occupied single-family residence or in a detached accessory structure located on an owner-occupied property. No change is necessary to allow this already-incorporated accessory use within all single-family zones.





Duplex Examples



Triplex Example



Townhouse 3-Unit Example

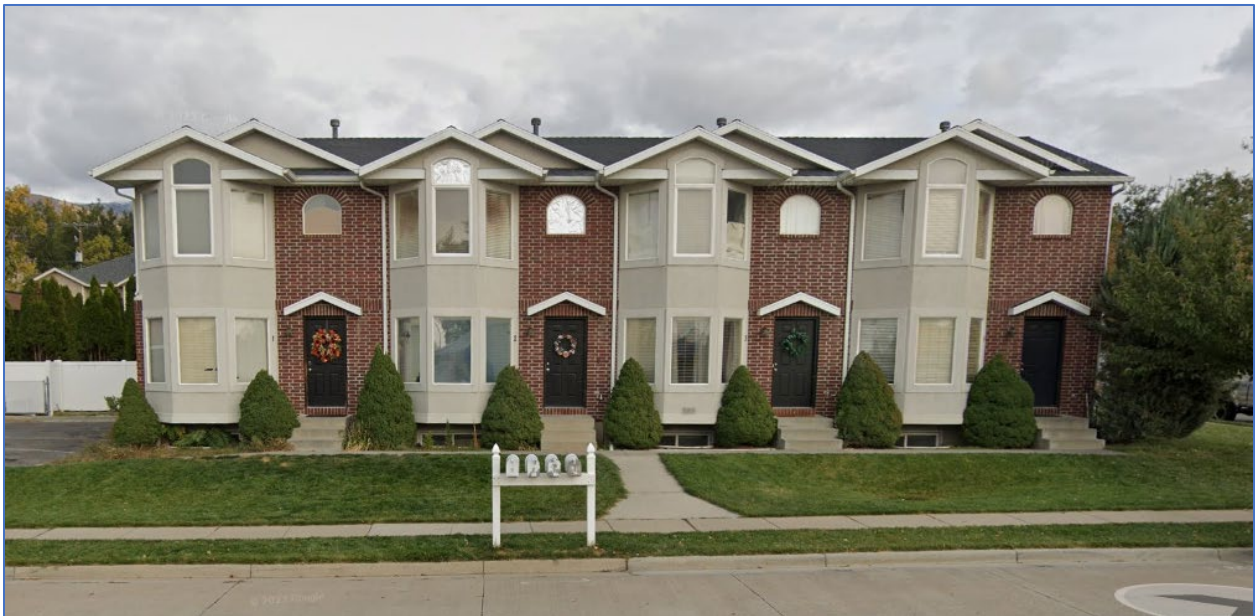




### Fourplex Example



### Townhouse 4-Unit Example



*Also, can be used as a 3- or 2-unit townhouse example.*

Townhouses, also known as townhomes, rowhouses or rowhomes, can be found throughout the City. They make up an important part of the multi-family dwelling stock within the City as there are more 3- & 4-unit townhouses than 3- & 4-unit apartments. Townhouses can be sold as fee

simple units via PUD or Condo Plat, unlike ownership in an apartment building where the property owner rents units out.

In contrast to freestanding detached houses and apartment buildings (stacked flats), townhouses are connected to adjacent buildings on one or two sides via shared walls. Each townhouse has an entry that faces a street, driveway, or courtyard. Townhouses typically include a small rear yard. Due to their small footprints and shared walls, townhouses make efficient use of land.

### Cottage Courts

Single-unit, cottage court houses are typically 1 - 1½ stories and are oriented around a courtyard that serves as an outdoor community space in lieu of rear yards. Cottage courts typically have shared parking areas. Some may include a common building that can be used for gatherings and sometimes they can also include laundry facilities, storage spaces, etc. See rendering below:



There aren't any good examples of Cottage Courts within the City. These types of development can be achieved by implementing a future Cottage Court ordinance that would be in line with development patterns of single-family zones, etc.

### Scale Appropriate

The main commonality of these examples is the building height. The examples in this report feature 1½ to 2 stories, which is generally what is found throughout the City in terms of single-



family dwellings. While the width of these examples varies, the same applies to single-family dwellings throughout the City. Building mass is the perceived weight and solidity of a building in a general function of the relationship between the height and width. Should the City decide to move forward with these additional uses, parameters would need to be further studied and implemented to reflect compatibility with maximum widths, minimum lot size, etc. This is achieved by amending the Land Use Code.

Regarding building design and architectural language that can be implemented, State Code expressly prohibits having building design elements to one- or two-family dwellings (with some exceptions). There are currently no prohibitions relating to any other dwelling classification. See attachment 2.

### **Department Review**

This Staff Report was written by the Planning Director and reviewed by the City Manager.

### **Significant Impacts**

None.

### **Recommendation**

Staff requests that the Council provide input regarding the Neighborhood Residential section in relationship to a possible incorporation of scale appropriate duplexes, townhouses, cottage courts, triplexes, and fourplexes. Staff will be prepared with an in-depth presentation at the meeting reviewing these considerations.

### **Attachments**

1. Draft of the general plan Land Use Element
  - Parks, Open Space and Civic
  - Foothill Residential
  - Neighborhood Residential
2. Utah Municipal Code § 10-9a-534 Regulation of building design elements prohibited -- Exceptions.

## PARKS, OPEN SPACE AND CIVIC



### ***Description***

Mountain trails, City parks and plazas, neighborhood sports fields, etc., all contribute to Bountiful's active community feel. Bountiful has a range of open space within the City from more natural areas in the foothills to urban City plazas downtown. In many neighborhoods, schools double as an educational institution and neighborhood park with recreational sport fields. In addition to recreational and leisure opportunities, Bountiful's open spaces serve important ecological functions and are often prominent in the viewshed. Preserving open areas is key for the enjoyment of these assets for future generations. Civic functions such as government buildings and schools require significant structures but should still generally provide public access areas on site, such as fields, plazas, or other areas of public benefit. Municipal parks and plazas should have robust community involvement.

### ***Key Attributes***

- Large green spaces including mountainsides and ravines largely free from development, preserving important viewsheds, habitat, and other ecological functions.
- Institutions generally also provide space for recreation and leisure.
- Parks and plazas with a variety of functions to suit the area it serves.

### ***Suggested Residential Density Range:***

- N/A

## FOOTHILL RESIDENTIAL



**Description**

Foothill Residential is characterized primarily by single-family dwellings, which may include accessory dwelling units (ADUs), on large lots with steep topography creating a high degree of separation from each other. This development pattern nestles into the foothills adjacent to open space and natural areas. It has very limited non-residential areas but is well connected to the many trails in the area. This area is governed by the International Wildland-Urban Interface Code which supplements current building and fire codes to assist in providing requirements to reduce the risk of losing a structure in a wildfire.

**Key Attributes**

- Predominantly large lot detached housing with high separation between structures.
- Provides a transition from open space in mountains to urban areas.
- Few commercial services.

**Suggested Residential Density Range:**

- Based on existing slope.



## NEIGHBORHOOD RESIDENTIAL



### *Description*

Neighborhood Residential is primarily comprised of detached single-family dwellings. Such neighborhoods may feature accessory dwelling units (ADU) and duplexes that match the scale of surrounding residential uses. While much less ubiquitous in the place type, other typologies such as townhomes, cottage courts, triplexes, and fourplexes might be found and are generally limited to areas with direct access to major roadways and/or providing transition from more intense uses. These more intense residential uses should match the scale of surrounding residential uses and be designed and planned to blend into the surrounding neighborhood context. Residential use structures in this place type are generally one to two (1-2) stories and on lots that are generally less than  $\frac{1}{4}$  acre. This development pattern often includes places of worship and schools. Few limited scale commercial services may be present at prominent intersections but are of low intensity and designed in a way that compliments any surrounding residential uses.

### *Key Attributes*

- Primarily detached residential dwellings on mid-size lots.
- Other neighborhood scale residential typologies limited to major roadways and transition areas.
- Interspersed with schools, places of worship and parks.
- Few and low intensity commercial services.

### *Suggested Residential Density Range:*

- 5-7 dwelling units per acre

**Effective 7/1/2023**

**10-9a-534 Regulation of building design elements prohibited -- Exceptions.**

- (1) As used in this section, "building design element" means:
  - (a) exterior color;
  - (b) type or style of exterior cladding material;
  - (c) style, dimensions, or materials of a roof structure, roof pitch, or porch;
  - (d) exterior nonstructural architectural ornamentation;
  - (e) location, design, placement, or architectural styling of a window or door;
  - (f) location, design, placement, or architectural styling of a garage door, not including a rear-loading garage door;
  - (g) number or type of rooms;
  - (h) interior layout of a room;
  - (i) minimum square footage over 1,000 square feet, not including a garage;
  - (j) rear yard landscaping requirements;
  - (k) minimum building dimensions; or
  - (l) a requirement to install front yard fencing.
- (2) Except as provided in Subsection (3), a municipality may not impose a requirement for a building design element on a one- or two-family dwelling.
- (3) Subsection (2) does not apply to:
  - (a) a dwelling located within an area designated as a historic district in:
    - (i) the National Register of Historic Places;
    - (ii) the state register as defined in Section 9-8a-402; or
    - (iii) a local historic district or area, or a site designated as a local landmark, created by ordinance before January 1, 2021, except as provided under Subsection (3)(b);
  - (b) an ordinance enacted as a condition for participation in the National Flood Insurance Program administered by the Federal Emergency Management Agency;
  - (c) an ordinance enacted to implement the requirements of the Utah Wildland Urban Interface Code adopted under Section 15A-2-103;
  - (d) building design elements agreed to under a development agreement;
  - (e) a dwelling located within an area that:
    - (i) is zoned primarily for residential use; and
    - (ii) was substantially developed before calendar year 1950;
  - (f) an ordinance enacted to implement water efficient landscaping in a rear yard;
  - (g) an ordinance enacted to regulate type of cladding, in response to findings or evidence from the construction industry of:
    - (i) defects in the material of existing cladding; or
    - (ii) consistent defects in the installation of existing cladding; or
  - (h) a land use regulation, including a planned unit development or overlay zone, that a property owner requests:
    - (i) the municipality to apply to the owner's property; and
    - (ii) in exchange for an increase in density or other benefit not otherwise available as a permitted use in the zoning area or district.

Amended by Chapter 160, 2023 General Session

Amended by Chapter 478, 2023 General Session





Minutes of the  
BOUNTIFUL CITY COUNCIL  
February 13, 2024 – 6:00 p.m.

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

**Work Session – 6:00 p.m.**  
**City Council Chambers**

|          |                           |   |
|----------|---------------------------|---|
| Present: | Mayor                     | Kendalyn Harris   |
|          | Councilmembers            | Jesse Bell, Kate Bradshaw, Richard Higginson, Matt Murri, Cecilee Price-Huish |
|          | City Manager              | Gary Hill   |
|          | Asst. City Manager        | Galen Rasmussen   |
|          | City Attorney             | Brad Jeppsen  |
|          | Planning Director         | Francisco Astorga   |
|          | Streets Director          | Charles Benson  |
|          | Senior Planner            | Amber Corbridge   |
|          | Planning Admin. Assistant | Samantha Harris   |
|          | Recording Secretary       | Maranda Hilton  |
| Excused: | City Engineer             | Lloyd Cheney  |

Mayor Harris called the meeting to order at 6:03 p.m. and welcomed those in attendance.

**FIBER PROJECT UPDATE – MR. LLOYD CHENEY & MR. GALEN RASMUSSEN**

Mr. Gary Hill gave an update about the progress being made on the construction of the fiber network. He said that more than 58 miles of conduit has been laid and more than 20 miles of fiber has been run. He showed a map of the areas in Bountiful that are either currently under construction or have been approved to begin.

Mr. Dalton Jackson of B Jackson Construction gave an update about how the process is going and explained the complexities involved with working around the other underground utilities. He said that resident complaints are resolved within 24 hours, if at all possible, door hangers are distributed before they begin work so people know who to contact if they have an issue, and overall it has been going really smoothly.

Councilmember Higginson asked how new lines are being added to the GIS system. Mr. Roger Timmerman, UTOPIA, answered that as builds are completed, new information is updated to the GIS system regularly.

Councilmember Murri asked what will happen if people have issues in the spring when irrigation water is turned on again. Mr. Jackson answered that he will have crews on standby ready to fix any issues during that week.

1 Councilmember Bradshaw asked if information about the possibility of needing to move  
2 conduit from the park strip into the front yard could be added to the FAQ page, since she feels people  
3 might be concerned if that happens on their property. Councilmember Murri added that perhaps they  
4 could also add pictures of neighborhoods with and without sidewalks, to show people what it will  
5 look like.

6 Councilmember Price-Huish asked about how people will be alerted when their footprint  
7 becomes available for signing up for service. Mr. Timmerman answered that UTOPIA will post to  
8 social media accounts, send out mailers, and release the addresses to the ISPs, who will send out their  
9 own mailers as well.

10 Mayor Harris thanked them for coming to give an update and for their great work on the  
11 construction.

12  
13 **GENERAL PLAN LAND USE DISCUSSION – MR. FRANCISCO ASTORGA**

14 Mr. Francisco Astorga led a discussion about what kinds of housing the Council feels is  
15 appropriate to allow in certain residential zones. They also talked about what parameters state law  
16 allows municipalities to determine. The Council was shown some examples of different townhomes,  
17 duplexes, triplexes, fourplexes and cottage courts, and asked to come prepared to discuss what they  
18 want to be included in the General Plan at the next work session.

19 Councilmember Price-Huish asked that “major roadways” be defined for the Council so they  
20 can better prepare for the next work session.

21  
22 The meeting ended at 7:05 p.m.  
23  
24

25 **Regular Meeting – 7:00 p.m.**  
26 **City Council Chambers**  
27

28 Present: Mayor Kendalyn Harris  
29 Councilmembers Jesse Bell, Kate Bradshaw, Richard Higginson, Matt  
30 Murri, Cecilee Price-Huish  
31 City Manager Gary Hill  
32 Asst. City Manager Galen Rasmussen  
33 City Attorney Brad Jeppsen  
34 Planning Director Francisco Astorga  
35 Assistant Water Director Jerry Wilson  
36 Streets Director Charles Benson  
37 Recording Secretary Maranda Hilton  
38  
39 Excused: City Engineer Lloyd Cheney  
40 Assistant City Engineer Todd Christensen  
41  
42

43 **WELCOME, PLEDGE OF ALLEGIANCE AND THOUGHT/PRAYER**

44 Mayor Harris called the meeting to order at 7:07 p.m. and welcomed those in attendance.  
45 Mr. Alex Keyes led the Pledge of Allegiance and Ms. Liz Mumford offered a prayer.  
46

1 **PUBLIC COMMENT**

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

3  
4 Ms. Liz Mumford (4435 Sunset Circle) introduced herself to the Council and Mayor and  
5 explained she is a candidate for the County Commission. She stated how important municipalities are  
6 to the County and said building relationships with them is a top priority for her.

7  
8 The public comment section was closed at 7:10 p.m.

9  
10 **CONSIDER APPROVAL OF MINUTES OF PREVIOUS MEETING HELD JANUARY 11, 12**  
11 **& 23, 2024**

12 Councilmember Bradshaw made a motion to approve the minutes from January 11, 12 & 23,  
13 2024, and Councilmember Higginson seconded the motion. The motion was approved with  
14 Councilmembers Bell, Bradshaw, Higginson, Murri, and Price-Huish voting “aye.”

15  
16 **COUNCIL REPORTS**

17 Councilmember Higginson did not have a report.

18 Councilmember Murri did not have a report.

19 Councilmember Price-Huish gave an update on the recent BCYC visit to the state legislature  
20 and announced their upcoming Bunny Hop activity on March 23. She lauded the members of the  
21 BCYC for their dedication and participation in so many worthwhile events and organizations.

22 Mayor Harris offered more details on the day spent at the state legislature with the BCYC and  
23 thanked their advisor, Mr. John Cook, and Ms. Beverly Ward, and Councilmember Kate Bradshaw  
24 for helping facilitate it. She also reported that she was invited by the Country Springs HOA to come  
25 speak and answer questions about Bountiful Fiber, and said it was a nice event. She then read a thank  
26 you card written to the City Council from Teddy Lloyd, a young boy who is blind, thanking them for  
27 approving the installation of a “blind child” sign in his neighborhood.

28 Councilmember Bell reported that the Bountiful History Museum will be open on Wednesday  
29 (Valentine’s Day) from 2:00 to 7:00 p.m. in honor of James and Alice Smedley, the original  
30 inhabitants of the home that now houses the museum, who were married on Valentine’s Day 130  
31 years ago.

32 Councilmember Bradshaw reported that figure skating activities will be resuming at the South  
33 Davis Recreation Center after the Board worked to put new policies and procedures in place to help  
34 facilitate the interaction between coaches, the recreation district and participants.

35  
36 **BCYC REPORT**

37 No report was given.

38  
39 **RECOGNITION OF VIEWMONT VYKELLES STATE CHAMPIONSHIP – MAYOR**  
40 **KENDALYN HARRIS**

41 Mayor Harris stated how proud she is of the drill team at Viewmont High School, the  
42 Vykelles, for winning the state championship last week. She congratulated them on their big  
43 accomplishment and lauded their dedication.

44  
45 **CONSIDER APPROVAL OF:**

46 **A. EXPENDITURES GREATER THAN \$1,000 PAID JANUARY 17 & 24, 2024**



1        **B. DECEMBER 2023 FINANCIAL REPORT**

2            Councilmember Higginson made a motion to approve the expenditures paid January 17 & 24,  
3 2024, and the December financial report, and Councilmember Bell seconded the motion. The motion  
4 passed with Councilmembers Bell, Bradshaw, Higginson, Murri, and Price-Huish voting “aye.”

5  
6        **CONSIDER APPROVAL OF THE PRELIMINARY/FINAL ARCHITECTURAL AND SITE**  
7 **PLAN APPLICATION FOR A NEW SILO ADDITION AND SITE CHANGES AT 38**  
8 **NORTH DAVIS BOULEVARD – MS. AMBER CORBRIDGE**

9            Ms. Amber Corbridge explained that Weber Basin Water District submitted an application to  
10 demolish an existing building and build a new silo and accessory structure at the location of their  
11 current water treatment facility on Davis Boulevard. The Planning Commission reviewed the CUP  
12 and architectural site plan application on February 6 and forwarded a positive recommendation.

13            Councilmember Price-Huish asked if neighbors will be notified of the construction and the  
14 representative from Weber Basin Water said they can post a public notice.

15            Councilmember Bell made a motion to approve the preliminary and final architectural and site  
16 plan application for 38 North Davis Boulevard and Councilmember Bradshaw seconded the motion.  
17 The motion was approved with Councilmembers Bell, Bradshaw, Higginson, Murri, and Price-Huish  
18 voting “aye.”

19  
20        **CONSIDER APPROVAL OF THE PURCHASE OF A RAM 1500 CREW CAB TRUCK**  
21 **FROM YOUNG AUTOMOTIVE GROUP IN THE AMOUNT OF \$42,522 – MR. JERRY**  
22 **WILSON**

23            Mr. Jerry Wilson explained that this purchase is part of the Water Department’s vehicle  
24 replacement program. Staff got three bids and recommends purchasing the Ram 1500 crew cab from  
25 Young Automotive Group.

26            Councilmember Bell made a motion to approve the purchase of the truck from Young  
27 Automotive Group and Councilmember Price-Huish seconded the motion. The motion was approved  
28 with Councilmembers Bell, Bradshaw, Higginson, Murri, and Price-Huish voting “aye.”

29  
30        **CONSIDER APPROVAL OF THE PROPOSAL FROM JMR CONSTRUCTION TO**  
31 **EXTEND THE 2023 CONCRETE REPLACEMENT CONTRACT FOR 2024 WITH A PRICE**  
32 **ADJUSTMENT OF 10% - MR. LLOYD CHENEY**

33            Mr. Gary Hill explained that each year the City contracts with an outside entity to provide  
34 concrete replacement for curb, gutter and sidewalk repairs, etc. City policy allows the City to extend  
35 the contract up to two times if the terms are amenable. JMR Construction, which does a great job, has  
36 proposed a 10% increase for the contract extension and staff feels the City would not be able to get a  
37 better price if they bid it out, so staff recommends extending the contract with JMR Construction.

38            Councilmember Bradshaw made a motion to approve the proposal to extend the 2023  
39 concrete replacement contract from JMR Construction and Councilmember Murri seconded the  
40 motion. The motion was approved with Councilmembers Bell, Bradshaw, Higginson, Murri, and  
41 Price-Huish voting “aye.”

42  
43        **CONSIDER THE AUTHORIZATION OF AN ADDITIONAL \$177,486 FOR THE NORTH**  
44 **CANYON TRAILHEAD PROJECT – MR. TODD CHRISTENSEN**

45            Mr. Gary Hill explained that the original contract for the North Canyon Trailhead project  
46 construction was \$462,961, but the scope of the project changed considerably, and it became

1 necessary to purchase more soil in order to grade the site correctly. He explained that staff did a lot of  
2 work to source fill dirt from other projects, but they could not find quite enough and a purchase was  
3 necessary. Mr. Hill added that this \$177,486 was taken into account in the budget numbers presented  
4 to the Council at their retreat in January.

5 Councilmember Higginson asked if there is a plan, moving forward, to mitigate the erosion of  
6 the area west of the parking lot, as it seems susceptible to erosion. Mr. Hill answered that he did not  
7 know but he was happy to find the answer.

8 Councilmember Murri made a motion to approve the authorization of extra funds for the  
9 North Canyon Trailhead project and Councilmember Higginson seconded the motion. The motion  
10 was approved with Councilmembers Bell, Bradshaw, Higginson, Murri, and Price-Huish voting  
11 “aye.”

12  
13 **ADJOURN**

14 Councilmember Bradshaw made a motion to adjourn the meeting and Councilmember Bell  
15 seconded the motion. The motion was approved with Councilmembers Bell, Bradshaw, Higginson,  
16 Murri, and Price-Huish voting “aye.”

17

18 The regular session was adjourned at 7:41 p.m.

19

\_\_\_\_\_  
*Mayor Kendalyn Harris*

\_\_\_\_\_  
*City Recorder*





# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000 paid  
January 31, and February 7 & 14, 2024

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** February 27, 2024

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## **Background**

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

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 31, and February 7 & 14, 2024.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid January 31, 2024**

| <u>VENDOR</u> | <u>VENDOR NAME</u>   | <u>DEPARTMENT</u> | <u>ACCOUNT</u> | <u>ACCOUNTDESC</u>              | <u>AMOUNT</u>       | <u>CHECK NO</u> | <u>INVOICE</u>    | <u>DESCRIPTION</u>                                 |
|---------------|----------------------|-------------------|----------------|---------------------------------|---------------------|-----------------|-------------------|--|
| 7666          | AMERICAN CHILLER MEC | Police            | 104210 426000  | Bldg & Grnd Suppl & Maint       | 1,130.00            | 237876          | 38375             | HVAC repair  |
| 1220          | AT&T MOBILITY        | Streets           | 104410 428000  | Telephone Expense               | 1,046.92            | 237877          | X01282024         | Account # 287314361186                             |
| 13077         | AVID TRAILS          | Trails            | 454550 473103  | Improv. Other Than Bldg-Grant\$ | 60,937.75           | 237878          | Mueller Park A-02 | Trail Construction for Mueller Park                |
| 13077         | AVID TRAILS          | Trails            | 454550 473103  | Improv. Other Than Bldg-Grant\$ | 92,530.05           | 237878          | Mueller Park B-02 | Trail Construction for Mueller Park                |
| 1473          | BROKEN ARROW INC     | Streets           | 104410 441100  | Special Highway Supplies        | 22,970.22           | 237883          | 46797             | Road Salt - Customer # Bountiful City              |
| 1473          | BROKEN ARROW INC     | Streets           | 104410 441100  | Special Highway Supplies        | 34,600.93           | 237883          | 46687             | Road Salt - Customer # Bountiful City              |
| 2875          | CURTIS BLUE LINE     | Police            | 104210 445100  | Public Safety Supplies          | 14,073.00           | 237894          | INV778965         | Under-door camera & supplies                       |
| 9982          | DIAMOND TREE EXPERTS | Light & Power     | 535300 448632  | Distribution                    | 12,011.20           | 237898          | 75980D            | Tree Trimming                                      |
| 2164          | FERGUSON ENTERPRISES | Water             | 515100 448400  | Dist System Repair & Maint      | 2,681.09            | 237903          | 1232468           | Misc. Parts - Cust # 48108                         |
| 2517          | HOME DEPOT CREDIT SE | Light & Power     | 535300 448628  | Pineview Hydro Operating Costs  | 1,373.05            | 237911          | 5974766           | Scaffolding  |
| 2642          | INTERWEST SUPPLY COM | Streets           | 104410 425000  | Equip Supplies & Maint          | 2,051.52            | 237916          | IN0109842         | Plow Blades - Cust #BOU01                          |
| 10962         | MILLER INSULATION    | Light & Power     | 535300 448614  | Power Plant Equipment Repairs   | 1,875.00            | 237928          | 304889            | Exhaust Blankets                                   |
| 3195          | MOUNTAINLAND SUPPLY  | Water             | 515100 448400  | Dist System Repair & Maint      | 8,187.15            | 237932          | 5105920702.001    | Misc. Parts/Supplies - Cust # 18498                |
| 3195          | MOUNTAINLAND SUPPLY  | Water             | 515100 448650  | Meters                          | 8,312.10            | 237932          | 5105433392.001    | Misc. Parts/Supplies - Cust # 18498                |
| 3245          | NATIONAL LEAGUE OF C | Legislative       | 104110 421000  | Books Subscr & Mmbrshp          | 4,356.00            | 237937          | 185693            | Direct Member Dues for 2024                        |
| 3249          | NATIONAL TACTICAL OF | Police            | 104210 423000  | Travel & Training               | 2,100.00            | 237938          | 9682              | Module 3: Strategic Leadership                     |
| 11838         | RIGBY & COMPANY      | Legislative       | 104110 461000  | Miscellaneous Expense           | 1,400.00            | 237947          | 23-264            | Real Estate Appraisal                              |
| 15116         | STATEWIDE ASSC OF PU | Legal             | 104120 421000  | Books Subscr & Mmbrshp          | 1,292.12            | 237954          | 01082024          | Statewide Assoc.Proscutors&Public Attorney Dues'24 |
| 7373          | STONE CREEK BOUNTIFU | Engineering       | 104450 453100  | Interest Expense                | 7,367.68            | 237955          | 01242024          | Final Bond Release, Stone Creek Estates Phase 2&3  |
| 4149          | TEC-TECHNOLOGY FOR E | Light & Power     | 535300 429300  | Computer Hardware               | 6,145.00            | 237958          | 43838             | 2 Year Extended Warranty - Acct # 4149             |
| 4229          | TOM RANDALL DIST. CO | Streets           | 104410 425000  | Equip Supplies & Maint          | 1,721.50            | 237960          | 0374980           | Bulk Oil - Acct # 000275                           |
| 4229          | TOM RANDALL DIST. CO | Streets           | 104410 425000  | Equip Supplies & Maint          | 20,572.45           | 237960          | 0374877           | Fuel - Acct # 000275                               |
| 4341          | UTAH ASSOCIATED MUNI | Light & Power     | 53 213130      | UAMPS Accrual                   | 1,363,640.16        | 237963          | 01242024          | Dec. 2023 payment for power resources              |
| 4450          | VERIZON WIRELESS     | Water             | 515100 428000  | Telephone Expense               | 1,424.60            | 237965          | 9953833534        | Account # 242434136-00001                          |
| 5431          | VIKING-CIVES MIDWEST | Streets           | 454410 474500  | Machinery & Equipment           | 114,718.68          | 237966          | 106343            | Approved by Council, Plow Truck Body               |
| 7732          | WINGFOOT CORP        | Police            | 104210 426000  | Bldg & Grnd Suppl & Maint       | 2,363.85            | 237969          | 113244            | Janitorial Services                                |
| TOTAL:        |                      |                   |                |                                 | <u>1,790,882.02</u> |                 |                   |  |

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid February 7, 2024**

| <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>                                 |
|---------------|-------------------------|----------------------|----------------|--------------------------------|-------------------|-----------------|----------------|--|
| 1211          | ASPHALT MATERIALS IN    | Streets              | 104410 441200  | Road Matl Patch/ Class C       | 1,472.10          | 237973          | 1283944        | Patching - Cust # 5628                             |
| 1211          | ASPHALT MATERIALS IN    | Streets              | 104410 441200  | Road Matl Patch/ Class C       | 3,274.71          | 237973          | 1283762        | Patching - Cust # 5628                             |
| 1211          | ASPHALT MATERIALS IN    | Streets              | 104410 441200  | Road Matl Patch/ Class C       | 3,324.22          | 237973          | 1284424        | Patching - Cust # 5628                             |
| 15119         | BECK, ROB               | Liability Insurance  | 636300 451150  | Liability Claims/Deductible    | 13,352.32         | 237975          | 02062024       | Reimbursed vehicle accident involving a snow plow  |
| 1428          | BOUNTIFUL IRRIGATION    | Redevelopment Agency | 737300 455050  | Btfl Subconservancy Fees       | 1,038.82          | 237976          | 03-2213        | 2023NonTaxable Assessment for Bntfl Subconservancy |
| 9585          | C & C MANUFACTURING     | Landfill Operations  | 585820 425000  | Equip Supplies & Maint         | 1,049.28          | 237977          | 28240          | Fan for Aljon Compactor                            |
| 4806          | CHEMTECH-FORD, INC      | Water                | 515100 431000  | Profess & Tech Services        | 1,065.00          | 237982          | 23L0389        | Radium Samples                                     |
| 4806          | CHEMTECH-FORD, INC      | Water                | 515100 431000  | Profess & Tech Services        | 1,100.00          | 237982          | 24A1452        | DBP's Sampling                                     |
| 1889          | DAVIS COUNTY GOVERNMENT | Legislative          | 104110 461000  | Miscellaneous Expense          | 1,800.22          | 237986          | 04-046-0080    | Parcel #04-046-0080 -2022 Tax, Rainey donated prop |
| 9982          | DIAMOND TREE EXPERTS    | Light & Power        | 535300 448632  | Distribution                   | 11,864.80         | 237989          | 76465          | Tree Trimming                                      |
| 5265          | FIVE 9's COMMUNICATI    | Legislative          | 104110 466000  | Contingency                    | 1,565.95          | 237995          | 70686          | WilsonPro Cell Booster Verizon Booster Install     |
| 2329          | GORDON'S COPYPRINT      | Legislative          | 104110 422000  | Public Notices                 | 1,409.00          | 237997          | 50097          | Bountiful City's January 2024 Newsletter           |
| 2349          | GREEN LIGHT BOOKING     | Legislative          | 104110 492080  | Community Events-BntflComServC | 2,250.00          | 237999          | 11322          | 50% Deposit Fleetwood Vision to preform 8/23/24    |
| 2349          | GREEN LIGHT BOOKING     | Legislative          | 104110 492080  | Community Events-BntflComServC | 2,500.00          | 237999          | 11326          | 50% Deposit for Wildwood to preform 8/9/24         |
| 5458          | HANSEN, ALLEN & LUCE    | Water                | 515100 472130  | Wells                          | 5,270.39          | 238000          | 51226          | Project 374.02.200 Bountiful Calder Well Rehab     |
| 3924          | JOHNSON CONTROLS        | Police               | 454210 472100  | Buildings                      | 9,252.70          | 238006          | 00047059832    | Project: Bountiful City Police & Courts Metasys    |
| 2886          | LAKEVIEW ROCK PRODUC    | Water                | 515100 461300  | Street Opening Expense         | 5,791.10          | 238008          | 420917         | Road Base - Cust # BCTY07399                       |
| 3105          | MHL SYSTEMS             | Water                | 515100 425000  | Equip Supplies & Maint         | 1,449.60          | 238013          | 24-16568       | Snow Plow Blade                                    |
| 3200          | MOUNTAIN WEST TRUCK     | Streets              | 104410 425000  | Equip Supplies & Maint         | 1,268.83          | 238015          | XA101056533:01 | Exhaust Parts - Acct # 11558                       |
| 3549          | PREMIER VEHICLE INST    | Police               | 104210 425430  | Service & Parts                | 14,137.82         | 238027          | 43342          | Vehicle Equipment Install & Labor                  |
| 4171          | THATCHER COMPANY        | Water                | 515100 448000  | Operating Supplies             | 3,099.96          | 238041          | 2024100101454  | T-Chlor - Customer # C1303                         |
| 4131          | T-MOBILE                | Police               | 104210 428000  | Telephone Expense              | 1,408.48          | 238040          | 01212024       | Account # 992894616                                |
| 4535          | WEBER RIVER WATER US    | Light & Power        | 535300 448627  | Echo Hydro Operating Costs     | 8,446.93          | 238050          | 12-4883        | Annual Gas Bill                                    |
| 14946         | WIDDISON WELL SRVC      | Water                | 515100 472130  | Wells                          | 80,000.00         | 238052          | 5628           | Mobilization Calder in Bountiful Utah              |
| <b>TOTAL:</b> |                         |                      |                |                                | <b>177,192.23</b> |                 |                |  |

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00  
Paid February 14, 2024**

| <b>VENDOR</b> | <b>VENDOR NAME</b>   | <b>DEPARTMENT</b>             | <b>ACCOUNT</b> | <b>ACCOUNT DESC</b>             | <b>AMOUNT</b>            | <b>CHECK NO</b> | <b>INVOICE</b> | <b>DESCRIPTION</b>                                |
|---------------|----------------------|-------------------------------|----------------|---------------------------------|--------------------------|-----------------|----------------|---|
| 13972         | 3XL INC.             | Trails                        | 454550 473101  | Improv. Other Than Bldg-Bond \$ | 48,436.68                | 238054          | 08             | FINAL North Canyon Trailhead & Release Retention  |
| 1211          | ASPHALT MATERIALS IN | Streets                       | 104410 441200  | Road Matl Patch/ Class C        | 1,494.15                 | 238060          | 1285079        | Patching - Cust # 5628                            |
| 1262          | BALL HORTICULTURAL C | Parks                         | 104510 426000  | Bldg & Grnd Suppl & Maint       | 1,445.72                 | 238062          | 99745119       | Misc. Plant Supplies - Acct #12368-001            |
| 9982          | DIAMOND TREE EXPERTS | Light & Power                 | 535300 448632  | Distribution                    | 12,060.00                | 238080          | 76466          | Tree Trimming                                     |
| 5281          | DOMINION ENERGY UTAH | Police                        | 104210 427000  | Utilities                       | 5,025.38                 | 238081          | 02012024L      | Account # 3401140000                              |
| 5281          | DOMINION ENERGY UTAH | Streets                       | 104410 427000  | Utilities                       | 1,831.86                 | 238081          | 02012024D      | Account # 2493910000                              |
| 5281          | DOMINION ENERGY UTAH | Streets                       | 104410 427000  | Utilities                       | 3,276.27                 | 238081          | 02012024I      | Account # 3893910000                              |
| 5281          | DOMINION ENERGY UTAH | Parks                         | 104510 427000  | Utilities                       | 2,291.06                 | 238081          | 02012024       | Account # 2987969838                              |
| 5281          | DOMINION ENERGY UTAH | Water                         | 515100 427000  | Utilities                       | 3,209.68                 | 238081          | 02012024A      | Account # 9591363682                              |
| 5281          | DOMINION ENERGY UTAH | Light & Power                 | 53 213100      | Accounts Payable                | 14,688.87                | 238081          | 02012024N      | Account # 6056810000                              |
| 5281          | DOMINION ENERGY UTAH | Light & Power                 | 535300 424002  | Office & Warehouse              | 2,324.67                 | 238081          | 02012024M      | Account # 1067495449                              |
| 5281          | DOMINION ENERGY UTAH | Light & Power                 | 535300 448613  | Power Plant Operating Costs     | 3,580.22                 | 238081          | 02012024M      | Account # 1067495449                              |
| 5281          | DOMINION ENERGY UTAH | Golf Course                   | 555500 427000  | Utilities                       | 1,137.29                 | 238081          | 02012024C      | Account # 5887810000                              |
| 5281          | DOMINION ENERGY UTAH | Refuse Collection Operations  | 585800 427000  | Utilities                       | 1,063.24                 | 238081          | 02012024J      | Account # 2893910000                              |
| 2126          | FAIRBANKS SCALES     | Landfill Operations           | 585820 426000  | Bldg & Grnd Suppl & Maint       | 1,968.00                 | 238084          | 1669709        | Maintenance - Customer #95481                     |
| 2164          | FERGUSON ENTERPRISES | Water                         | 515100 448400  | Dist Systm Repair & Maint       | 3,220.82                 | 238085          | 1233484        | Misc. Parts/Supplies - Cust #48108                |
| 11418         | HUMDINGER EQUIPMENT  | Landfill Operations           | 585820 425000  | Equip Supplies & Maint          | 1,365.46                 | 238099          | 33948          | Fan Clutch for Tana                               |
| 2642          | INTERWEST SUPPLY COM | Streets                       | 104410 425000  | Equip Supplies & Maint          | 10,628.64                | 238101          | IN0110196      | Plow Blades - Cust # BOU01                        |
| 6959          | JANI-KING OF SALT LA | Light & Power                 | 535300 424002  | Office & Warehouse              | 1,883.10                 | 238102          | SLC02240050    | February 2024 Janitorial Services - Cust # 065075 |
| 2727          | JOHNSON, ALLEN R     | Light & Power                 | 535300 423000  | Travel & Training               | 6,066.20                 | 238103          | 02122024       | Travel&Training Expense for APPA E&O Conference   |
| 8635          | LARSEN LARSEN NASH & | Legal                         | 104120 431100  | Legal And Auditing Fees         | 6,245.00                 | 238108          | 01312024       | Legal Services for January 31,2024                |
| 3195          | MOUNTAINLAND SUPPLY  | Water                         | 515100 448400  | Dist Systm Repair & Maint       | 2,768.13                 | 238122          | S105948829.001 | Misc. Parts/Supplies - Cust #18498                |
| 3195          | MOUNTAINLAND SUPPLY  | Water                         | 515100 448400  | Dist Systm Repair & Maint       | 3,283.14                 | 238122          | S105950907.001 | Misc. Parts/Supplies - Cust #18498                |
| 3321          | NORTHERN POWER EQUIP | Light & Power                 | 535300 448632  | Distribution                    | 1,211.00                 | 238127          | 87196          | Misc. Parts/Supplies - Cust #8012986111           |
| 5553          | PURCELL TIRE AND SER | Refuse Collection Operations  | 585800 425000  | Equip Supplies & Maint          | 5,052.35                 | 238143          | 280068434      | Tires & Service - Acct #2801867                   |
| 3649          | RASMUSSEN EQUIPMENT  | Landfill Operations           | 585820 425000  | Equip Supplies & Maint          | 1,150.56                 | 238147          | 10174556       | Filters - Acct #09503                             |
| 13120         | RECYCLE IT           | Landfill Operations           | 585820 448000  | Operating Supplies              | 4,635.00                 | 238149          | 10252          | Mattress Recycling for January 2024               |
| 10586         | ROCKY MOUNTAIN RECYC | Recycle Collection Operations | 585810 431550  | Recycling Processing Fees       | 8,487.44                 | 238151          | NP-146897      | Recycling Fees for January 2024                   |
| 3790          | RURAL WATER ASSOC OF | Water                         | 515100 421000  | Books Subscr & Mmbrshp          | 1,744.00                 | 238153          | 18792          | Membership Dues                                   |
| 3812          | SAFETY SUPPLY & SIGN | Streets                       | 104410 441300  | Street Signs                    | 3,354.50                 | 238154          | 188382         | Misc. Parts/Supplies - Cust ID 00330              |
| 4051          | STATE OF UTAH        | Redevelopment Agency          | 737300 427000  | Utilities                       | 1,000.00                 | 238161          | 24-RDA-031     | Redevelopment Agency FY24 Database Fees           |
| 4217          | TITLEIST             | Golf Course                   | 555500 448240  | Items Purchased - Resale        | 1,480.94                 | 238163          | 917169403      | Golf Balls - Account # US00021802                 |
| 4217          | TITLEIST             | Golf Course                   | 555500 448240  | Items Purchased - Resale        | 1,728.73                 | 238163          | 917163349      | Golf Balls - Account # US00021802                 |
| 4229          | TOM RANDALL DIST. CO | Streets                       | 104410 425000  | Equip Supplies & Maint          | 23,346.29                | 238164          | 0375413        | Fuel - Acct # 000275                              |
| 10811         | UTOPIA FIBER         | Fiber                         | 505000 472150  | Fiber Networks Buildings-Huts   | 109,600.00               | 238169          | 01192024       | Bountiful Construction Project bill for Jan. 2024 |
| 10811         | UTOPIA FIBER         | Fiber                         | 505000 473150  | Fiber Network Lines/Conduit     | 461,186.17               | 238169          | 01192024       | Bountiful Construction Project bill for Jan. 2024 |
| 4450          | VERIZON WIRELESS     | Light & Power                 | 535300 448641  | Communication Equipment         | 2,407.13                 | 238170          | 9955549782     | Account # 371517689-00001                         |
| <b>TOTAL:</b> |                      |                               |                |                                 | <b><u>765,677.69</u></b> |                 |                |   |

# City Council Staff Report



**Subject:** Renewal of the Interlocal Agreement to Provide Dispatch Services to Centerville City  
**Author:** Bradley Jeppsen  
**Department:** Legal  
**Date:** February 27, 2024

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## **Background**

In 2018, Bountiful City and Centerville City entered into an agreement where Bountiful City agreed to provide dispatch services in exchange for an annual payment and the contribution of 911 fees paid to Bountiful City on behalf of Centerville City. The agreement was found to be beneficial to both parties. Centerville City Council has previously approved the renewal of the agreement for another 5-year term. Bountiful also provides dispatch services for West Bountiful City, North Salt Lake City, Woods Cross City, and South Davis Fire District.

## **Analysis**

The new agreement is for five years, but either party can terminate the agreement with six (6) month's notice. Centerville agrees to continue forwarding all state 911 fees they receive and paying a \$47,586.00 annual fee to Bountiful City. Bountiful City can increase that fee annually based on inflation and salary increases.

Staff believes that by combining multiple entities in South Davis County into a single dispatch center, we can better serve the citizens of Bountiful City and the other public safety entities in the area. Renewing the agreement with Centerville City is an essential part of the overall plan to provide fast, efficient dispatch services to those citizens of South Davis County.

## **Department Review**

The Bountiful City Police and Legal Departments have reviewed this agreement.

## **Significant Impacts**

The relationship with Centerville has been beneficial for both agencies. There are no negative financial impacts from this recommendation.

## **Recommendation**

Staff recommends that the City Council approve renewing the Interlocal Cooperation Agreement with Centerville City.

## **Attachments**

Interlocal Cooperation Agreement Between Bountiful City and Centerville City for Dispatch Services.

Resolution 2024-01



# **INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND CENTERVILLE CITY FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into this 1<sup>st</sup> day of March, 2024, by and between the City of Bountiful, a Utah municipal corporation (“Bountiful”) and Centerville City, a Utah municipal corporation (“Centerville”).

## **RECITALS**

WHEREAS, Bountiful and Centerville are public agencies as contemplated in the referenced in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, et seq., as amended; and

WHEREAS, the Utah Interlocal Cooperation Act provides that any two or more public agencies may enter into an Agreement with one another for joint or cooperative actions; and

WHEREAS, Bountiful, through its 911 Communications Dispatch Center (the “Center”) operated by the Bountiful Police Department, provides dispatch services within the limits of Davis County; and

WHEREAS, Bountiful and Centerville previously entered into that certain Interlocal Cooperation Agreement Between Bountiful City and Centerville City for Dispatch Services dated June 1, 2018; and

WHEREAS, Bountiful and Centerville desire to enter into a new Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein; and

WHEREAS, Bountiful and Centerville have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

NOW, THEREFORE, for and in consideration of the mutual promises, obligations, and/or covenants contained herein, and for other good and valuable consideration, the receipt, fairness, and sufficiency of which are hereby acknowledged, and the Parties intending to be legally bound, the Parties do hereby mutually agree as follows:

1. Services. Bountiful, through its Police Department and Center, shall provide dispatch services and emergency dispatch services to Centerville for police, fire and emergency medical services, twenty-four hours a day, seven days a week, three hundred sixty-five days per year. Dispatching services shall include receiving calls for service and dispatching response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing incident reports. These services shall include or be subject to the following provisions:

- a. Dispatch services will be dispatched over the radio, through use of the CAD system, two-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system, as applicable.
- b. Bountiful, through its Police Department and Center, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- c. Bountiful, through its Police Department and Center, and its CAD system, will maintain a record of all telephone and radio calls involving Centerville and record all call times and radio transmissions of the appropriate police, fire and emergency medical services incidents and shall retain and manage such records in accordance with the Utah Government Records Access and Management Act, as set forth in Utah Code §§ 63G-2-101, et seq., as amended.
- d. Bountiful, through its Police Department and Center, and systems shall maintain interoperability with Centerville's current records management system (which is Motorola Flex).

2. Equipment. All equipment within the Center shall be provided by and is the sole property of Bountiful. As the owner of the equipment, Bountiful shall derive all profits and losses from the equipment. Centerville shall be responsible for providing equipment in Centerville vehicles necessary to communicate with the Center. Such equipment in Centerville vehicles shall be the sole property of the Centerville and Centerville shall derive all profits and losses from such equipment. On or after the Effective Date of this Agreement, all equipment utilized for Police, Fire, and EMS dispatching is subject to the following:

- a. Prior to any equipment being connected to Bountiful's dispatch system, the entity responsible for such equipment shall provide all requested records relating to the equipment and obtain written approval from the Bountiful Information Systems Director, Utah Communications Authority, and any applicable radio vendor.
- b. It shall be the sole obligation and responsibility of the entity responsible for the dispatching equipment to adequately and reasonably maintain any and all equipment necessary for the Center to effectively carry out its duties as detailed in this Agreement. This obligation includes but is not limited to entering into third party maintenance agreements that cover any equipment owned or leased by the entity responsible for the equipment. Any and all obligations, financial or otherwise, under such an agreement shall be the sole responsibility of the entity responsible for the equipment.
- c. Except in the case of an emergency, Centerville shall arrange access to the dispatching equipment with Bountiful through the Bountiful Police Department and the Center, at least twenty-four (24) hours in advance. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to Bountiful, through the Bountiful Police Department and the Center. Upon

receiving notice as described herein, Bountiful, through the Bountiful Police Department and the Center, will permit access to the dispatching equipment.

3. Compensation. For each annual fiscal year (July 1 through June 30), Centerville shall pay Bountiful for the services described in this Agreement as follows:

- a. Centerville shall pay Bountiful a total of \$47,586 per year for the utilization of the Center and services as described herein (“Annual Compensation”). The Annual Compensation shall be paid to Bountiful in equal quarterly payments (at the beginning of each quarter: July, October, January, April) within thirty (30) calendar days of receipt of a monthly invoice from Bountiful.
- b. Bountiful shall be entitled to any and all 911 phone services fees that are paid to or on behalf of Centerville. Centerville agrees to forward any and all 911 phone service fees to Bountiful; and in the event of any dispute regarding said fees, to cooperate and assist Bountiful as necessary in seeking, obtaining and receiving said fees.
- c. The Parties may agree to adjustments to the annual compensation for services under this Agreement subject to annual budget approval by the legislative bodies of the Parties. Such adjustments to the annual compensation for services shall not require any amendment to this Agreement and should be requested and pursued with sufficient time to be addressed as part of the annual budget process of the Parties.

4. Effective Date of Agreement. The effective date of this Agreement shall be the date first written above, March 1, 2024 (the “Effective Date”).

5. Term of Agreement. The term of this Agreement shall be for a period of five (5) years commencing on March 1, 2024. At the end of the initial five (5) year term, this Agreement will automatically renew for an additional five (5) year term, unless either party notifies the other not less than ninety (90) days before the expiration of the initial term that it does not want the Agreement to auto-renew. The Parties may also extend the term or terms of this Agreement by mutual written agreement of the Parties. Under no circumstances shall the Term of this Agreement extend more than fifty (50) years from March 1, 2024.

6. Termination of Agreement. This Agreement may be terminated prior to the completion of any term by any of the following:

- a. Mutual written agreement of the Parties;
- b. By either Party after any material breach of this Agreement; and
  - i. Thirty (30) calendar days after the non-breaching party sends a demand to the breaching party to cure such material breach, and the breaching party fails to timely cure such material breach; provided however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is

such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and

- ii. After the notice to terminate this Agreement, which the non-breaching party shall provide to the breaching party, is effective pursuant to the notice provisions of this Agreement;
- c. By either party, with or without cause, six (6) months after the terminating party mails a written notice to terminate this Agreement to the non-terminating party pursuant to the notice provisions of this Agreement; or
- d. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

7. Notices. Any notices that may or must be sent under the terms and/or provisions of this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or as subsequently amended in writing:

Bountiful City  
Attn: City Manager  
790 South 100 East  
Bountiful, UT 84010

Centerville City  
Attn: City Manager  
250 North Main Street  
Centerville, UT 84014

8. Indemnification and Hold Harmless. The Parties agree to indemnify and hold harmless the other Party as follows:

- a. Centerville, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of the City (collectively, the "Centerville Representatives"), agrees and promises to indemnify and hold harmless Bountiful, as well as Bountiful's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Bountiful Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of the Centerville and/or Centerville Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that the Centerville may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of Centerville or Centerville Representatives.
- b. Bountiful, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or

any person or persons under the supervision, direction, or control of Bountiful (collectively, the "Bountiful Representatives"), agrees and promises to indemnify and hold harmless Centerville, as well as the Centerville's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "Centerville's Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the acts or omissions, negligent or otherwise, of Bountiful and/or Bountiful Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise. No term or condition of this Agreement, including, but not limited to, insurance that may be required under this Agreement, shall limit or waive any liability that Bountiful may have arising from, in connection with, or relating in any way to the acts or omissions, negligent or otherwise, of the Bountiful or Bountiful Representatives.

9. Governmental Immunity. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, as set forth in Utah Code §§ 63G-7-101, et seq., as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

10. No Separate Legal Entity. No separate legal entity is created by this Agreement.

11. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.

12. Employees and Benefits. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. Bountiful employees, while providing or performing services under this Agreement, shall be deemed employees of Bountiful for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. Centerville employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the Centerville for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

13. Waivers or Modification. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the



provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

14. Binding Effect, Entire Agreement, Amendment. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. This Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

15. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

16. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

17. Choice of Law, Jurisdiction, Venue. All matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity.

18. Severability. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall,

as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.

19. Remedies for Breach of This Agreement. In the event of a material breach of this Agreement by either party, the non-breaching party may pursue such remedies provided herein or available at law; provided, remedies for contractual breach by either party shall be limited to specific performance. The Parties agree that in the event a Party believes the other Party to be in material breach of this Agreement, said Party will give written notice of the alleged breach to the other Party; at which time the Party alleged to be in breach shall have thirty (30) calendar days to remedy the alleged breach. If the Party alleged to be in breach, upon receiving written notice, immediately engages in a good faith effort to remedy the alleged breach but said breach cannot reasonably be remedied within thirty (30) days, the Parties may extend the timeframe to allow the alleged breach to be remedied. It is expressly understood and agreed that the terms and/or provisions of this Section shall survive the termination of this Agreement. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.

20. No Third-Party Beneficiaries. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, Bountiful is expressly authorized by Centerville to continue or enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

21. Recitals Incorporated. The Recitals to this Agreement are incorporated herein by reference and made contractual in nature.

22. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

23. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

24. Construction. This Agreement is the result of negotiations between the Parties. Accordingly, this Agreement shall not be construed for or against any party, regardless of which party drafted this Agreement or any part hereof. The headings and/or captions of the various paragraphs of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement. Unless the context requires otherwise, singular nouns and pronouns used in this Agreement shall

be deemed to include the plural, and pronouns of one gender or the neuter shall be deemed to include the equivalent pronouns of the other gender or the neuter.

25. Counterparts; Electronically Transmitted Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same Agreement. Signatures transmitted by facsimile and/or e-mail shall have the same force and effect as original signatures.

WHEREFORE, the Parties hereto have executed this Interlocal Cooperation Agreement on the dates indicated below to be effective as of the date first written above.

Centerville City

DocuSigned by:  
*Clark Wilkinson*  
033C8161C96B476...  
Clark Wilkinson  
Centerville City Mayor  
Dated: 2/16/2024 | 3:04 PM MST

ATTEST:

DocuSigned by:  
*Jennifer Robison*  
744B22DE4D2445C...  
Jennifer Robison  
Centerville City Recorder

Approved as to form and legality:

DocuSigned by:  
*Lisa G. Romney*  
C40988A47332487...  
Lisa G. Romney  
Centerville City Attorney



Bountiful City

\_\_\_\_\_  
Kendalyn Harris  
Bountiful City Mayor

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Shawna Andrus  
Bountiful City Recorder

Approved as to form and legality:

\_\_\_\_\_  
Bradley Jeppsen  
Bountiful City Attorney



# CITY OF BOUNTIFUL

**MAYOR**  
Kendalyn Harris

**CITY COUNCIL**  
Jesse Bell  
Kate Bradshaw  
Richard Higginson  
Matt Murri  
Cecilee Price-Huish

**CITY MANAGER**  
Gary R. Hill

## **BOUNTIFUL CITY, UTAH RESOLUTION NO. 2024-01**

### **A RESOLUTION APPROVING THE RENEWAL OF THE INTERLOCAL AGREEMENT WITH CENTERVILLE CITY FOR DISPATCH SERVICES**

WHEREAS, Bountiful and Centerville are public agencies as contemplated in the Utah Interlocal Cooperation Act, as set forth in Utah Code §§ 11-13-101, et seq., as amended; and

WHEREAS, the Utah Interlocal Cooperation Act provides that any two or more public agencies may enter into an Agreement with one another for joint or cooperative actions; and

WHEREAS, Bountiful, through its 911 Communications Dispatch Center operated by the Bountiful Police Department, provides dispatch services within the limits of Davis County; and

WHEREAS, Bountiful and Centerville desire to renew an Interlocal Cooperation Agreement for Dispatch Services as more particularly provided herein and

WHEREAS, Bountiful and Centerville have determined that entering into this Agreement is in the best interest of the Parties to make the most efficient use of their authority and resources by providing services and facilities in a manner that provides for mutual advantage, economies of scale, and utilization of resources for the overall promotion of the general welfare of the public.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Bountiful, Utah, to agree to the terms and enter into the Interlocal Agreement with Centerville City and hereby authorizes the Mayor to execute the Agreement on behalf of the City Council.

PASSED and ADOPTED this 27th day of February, 2024.

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Kendalyn Harris, Mayor

ATTEST:

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City Recorder





# City Council Staff Report

**Subject:** Architectural Services Contract for  
Building Analysis at 135 S Main St.

**Author:** City Engineer

**Department:** Engineering, RDA

**Date:** February 27, 2024



## **Background**

After purchasing the building at 135 S Main St, the Engineering Dept. was directed to prepare an RFP for architectural services to hire a team of consultants (under direction of an architectural firm) to evaluate the change in use of the existing building from a retail store to a restaurant.

The RFP detailed two scenarios for evaluation:

- 1) Remodel the existing space to a restaurant space. Address exiting and accessibility issues; plumbing, electrical, HVAC deficiencies; structural evaluation; develop a budget level estimate for improvements.
- 2) Develop a concept and estimate assuming replacement of the existing structure with a new structure.

During the process, two opportunities were provided which allowed architects, engineers and other consultants to tour the building and to become familiar with the current conditions. Proposals were requested to be delivered to City Staff by email, with fee proposals submitted separately. This request was intentional and allowed the evaluation of the qualifications to occur separately.

## **Analysis**

Seven proposals were submitted by architectural firms representing a wide range of relative experience with restaurant projects and renovation of old buildings in a variety of locations for new developments and existing buildings. The evaluation team selected Design West and Galloway architects for interviews because both firms provided extensive resumes of unique and franchise restaurant projects, which the team felt was the critical qualifying criteria for selection. In addition, both teams demonstrated experience with renovation projects, some of which included a change in use to a restaurant.

The evaluation of fees was also an important consideration of the firms selected for interviews. Generally speaking, the range of fees from high to low for all proposals was approximately \$80,000. Galloway and Design West's proposals were "in the middle of the pack". Proposal totals are summarized below:

| <u>Consultant Team</u> | <u>Proposal Price</u> |
|------------------------|-----------------------|
| Design West            | \$39,920.00           |
| Galloway               | \$42,190.00           |

After conducting the interviews, the evaluation team selected Design West as the preferred consultant. Design West brings an architectural team which is credentialed in the evaluation of historic buildings and a group of structural engineers; electrical, mechanical and plumbing consultants and engineers who have worked on similar projects to what is contemplated for the 135 S Main location.

**Department Review**

This memo has been reviewed by the City Manager.

**Significant Impacts**

Funding for the evaluation will be included in the RDA's Capital Projects account.

**Recommendation**

- It is recommended that the City Council accept the proposal of Design West and award the contract at the prices noted in their Proposal.

**Attachments**

None

# City Council Staff Report



**Subject:** 2024 Storm Drain Project Contract  
**Author:** Lloyd Cheney, City Engineer  
**Department:** Engineering, Storm Water  
**Date:** February 27, 2024

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## **Background**

The Engineering Department has prepared plans and specifications for construction of storm drain facilities at four locations for FY24. The planned projects include 1) replacement of the existing 48" corrugated metal storm drain on the west side of Main St from Pages Lane to 1350 North, 2) the replacement of a corrugated metal 18" storm drain in the 400 W/2900 S area, 3) the replacement of a waterway crossing the street of Woodland Hills Circle at Woodland Hills Drive with storm drain pipe, and 4) the replacement of a waterway 2050 S & 900 E with storm drain pipe. The first two projects are necessary because of the extent of the deterioration of the pipe. The condition of the Main St pipe has been known for several years. The storm drain in the 400 W/2900 S area suffered a complete collapse in 2023 and has been temporarily repaired in anticipation of this contract being awarded. In addition to the four planned projects, the contract includes a schedule of values which can be used to address other storm drain work which may need to be completed during the term of the contract.

## **Analysis**

A Bid Opening for this project was held on February 20, 2024 with 8 contractors submitting bids. The prices from the three lowest Bidders are as follows:

|                            |                       |
|----------------------------|-----------------------|
| <u>Engineer's Estimate</u> | <u>\$1,136,650.79</u> |
| Ridge Rock, Inc.           | \$977,016.09          |
| 3 XL Construction          | \$998,102.49          |
| Newman Construction        | \$1,136,650.79        |

Ridge Rock, Inc. is a new contractor to Bountiful City, however, the Engineering Department has had a good working relationship with the project manager when the project manager worked for a different company. They have provided a list of references, of which one has responded prior to the writing of this memo. The reference, Sandy City, gave positive and encouraging feedback about the company. Ridge Rock can provide crews for most aspects of the project including excavation, pipe laying, and paving.

## **Department Review**

This report has been reviewed by the Storm Water Dept. Director and the City Manager.

**Significant Impacts**

No significant impacts are anticipated.

**Recommendation**

- Staff recommends the City Council accept the proposal of Ridge Rock, Inc. for the 2024 Storm Drain Project at the Unit Prices listed in their proposal.

**Attachments**

Bid Tabulation



2/20/2024

|  |   | Quantity |      | Unit Price |            | Amount     |            | Unit Price |            | Amount     |            | Unit Price |            | Amount     |            | Unit Price |            | Amount     |            | Unit Price |            | Amount     |        |
|--|---|----------|------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------|
| Item No.   | Description   | Quantity | Unit | Unit Price | Amount     | Unit Price | Amount     | Unit Price | Amount     | Unit Price | Amount     | Unit Price | Amount     | Unit Price | Amount     | Unit Price | Amount     | Unit Price | Amount     | Unit Price | Amount     | Unit Price | Amount |
| <b>Schedule 1: Main Street Storm Drain</b>                   |   |          |      |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |        |
| 1  | Mobilization  | 1        | LS   | 40,000.00  | 40,000.00  | 22,500.00  | 22,500.00  | 41,209.63  | 41,209.63  | 48,250.00  | 48,250.00  | 100,000.00 | 100,000.00 | 43,200.00  | 43,200.00  | 78,090.73  | 78,090.73  | 84,550.00  | 84,550.00  | 70,000.00  | 70,000.00  |            |        |
| 2  | Remove Storm Drain Inlet Box                                | 7        | EA   | 1,750.00   | 12,250.00  | 600.00     | 4,200.00   | 2,220.00   | 15,540.00  | 880.00     | 6,160.00   | 2,000.00   | 7,000.00   | 60.00      | 420.00     | 967.19     | 6,770.33   | 500.00     | 3,500.00   | 825.00     | 5,775.00   |            |        |
| 3  | Remove 18" CMP Storm Drain                                  | 1067     | LF   | 25.00      | 26,675.00  | 31.00      | 33,077.00  | 36.80      | 39,285.60  | 14.00      | 14,938.00  | 13.40      | 14,297.80  | 34.00      | 36,278.00  | 16.03      | 17,104.01  | 7.95       | 8,482.65   | 19.00      | 20,273.00  |            |        |
| 4  | Remove Curb and Gutter                                      | 872      | LF   | 17.00      | 14,824.00  | 1.52       | 1,325.44   | 11.30      | 9,853.60   | 13.00      | 11,336.00  | 11.60      | 10,115.20  | 9.90       | 8,632.80   | 15.08      | 13,149.76  | 6.10       | 5,319.20   | 9.00       | 7,848.00   |            |        |
| 5  | Remove Concrete Sidewalk and Flatwork                       | 3395     | Sqft | 4.00       | 13,580.00  | 0.97       | 3,293.15   | 6.15       | 20,789.25  | 3.00       | 10,185.00  | 3.10       | 10,524.50  | 1.60       | 5,432.00   | 3.19       | 10,830.05  | 1.65       | 5,601.75   | 3.00       | 10,185.00  |            |        |
| 6  | Remove Tree   | 11       | EA   | 800.00     | 8,800.00   | 885.00     | 9,735.00   | 600.00     | 6,600.00   | 500.00     | 5,500.00   | 681.00     | 7,150.00   | 338.73     | 3,376.00   | 600.00     | 6,600.00   | 600.00     | 6,600.00   |            |            |            |        |
| 7  | Construct New 30" Curb and Gutter                           | 27       | LF   | 50.00      | 1,350.00   | 39.75      | 1,072.25   | 39.25      | 1,069.75   | 53.50      | 1,444.50   | 41.20      | 35,926.40  | 40.50      | 35,316.00  | 85.11      | 742.15     | 47.75      | 41,638.00  | 59.00      | 51,448.00  |            |        |
| 8  | Construct New 4" Sidewalk                                   | 2420     | Sqft | 12.00      | 29,040.00  | 7.55       | 18,271.00  | 8.68       | 21,005.60  | 13.00      | 31,460.00  | 7.40       | 17,908.00  | 8.10       | 19,602.00  | 22.40      | 54,208.00  | 10.45      | 25,289.00  | 12.00      | 29,040.00  |            |        |
| 9  | Construct New Type A Drive Approach                         | 74       | LF   | 150.00     | 11,100.00  | 110.00     | 8,140.00   | 114.00     | 8,436.00   | 220.00     | 16,280.00  | 114.50     | 8,473.00   | 105.00     | 7,770.00   | 125.05     | 9,253.70   | 142.50     | 10,545.00  | 91.00      | 6,734.00   |            |        |
| 10   | 30" Class III RCP   | 536      | LF   | 155.00     | 83,880.00  | 185.00     | 99,150.00  | 181.00     | 97,016.00  | 163.00     | 97,368.00  | 198.70     | 127,000.00 | 172.00     | 92,152.00  | 123.71     | 66,308.56  | 202.00     | 117,020.00 | 320.00     | 171,200.00 |            |        |
| 11   | 36" Class III RCP   | 530      | LF   | 175.00     | 92,250.00  | 220.00     | 116,600.00 | 189.00     | 100,170.00 | 187.00     | 99,110.00  | 214.90     | 113,897.00 | 208.00     | 110,240.00 | 148.78     | 78,553.40  | 257.00     | 136,210.00 | 377.00     | 199,810.00 |            |        |
| 12   | 2" x 2" Cast Iron Detectable Warning Panel                  | 2        | EA   | 400.00     | 800.00     | 425.00     | 850.00     | 275.00     | 550.00     | 312.00     | 624.00     | 450.00     | 900.00     | 589.00     | 1,178.00   | 408.44     | 816.88     | 695.00     | 1,390.00   | 2,080.00   | 4,160.00   |            |        |
| 13   | 72" Storm Drain Manhole                                     | 1        | EA   | 8,500.00   | 8,500.00   | 10,200.00  | 10,200.00  | 6,985.00   | 6,985.00   | 8,610.00   | 8,610.00   | 9,190.00   | 9,190.00   | 9,960.00   | 9,960.00   | 8,878.52   | 8,878.52   | 11,765.00  | 11,765.00  | 22,837.00  | 22,837.00  |            |        |
| 14   | 4'x6" Combo Box Inlet                                       | 4        | EA   | 9,000.00   | 36,000.00  | 5,500.00   | 22,000.00  | 7,319.00   | 29,276.00  | 9,615.00   | 38,460.00  | 6,000.00   | 24,000.00  | 10,140.00  | 40,560.00  | 9,250.65   | 37,002.60  | 7,675.00   | 30,700.00  | 12,134.00  | 48,263.60  |            |        |
| 15   | Connect to Exist. Storm Drain Box                           | 1        | EA   | 4,200.00   | 4,200.00   | 5,750.00   | 5,750.00   | 3,680.00   | 3,680.00   | 3,925.00   | 3,925.00   | 2,000.00   | 2,000.00   | 1,900.00   | 1,900.00   | 2,373.82   | 2,373.82   | 7,650.00   | 7,650.00   | 7,252.00   | 7,252.00   |            |        |
| 16   | Connect to Exist. Storm Drain Pipe                          | 1        | EA   | 3,500.00   | 3,500.00   | 5,750.00   | 5,750.00   | 3,680.00   | 3,680.00   | 3,950.00   | 3,950.00   | 2,000.00   | 2,000.00   | 1,900.00   | 1,900.00   | 1,556.94   | 1,556.94   | 4,500.00   | 4,500.00   | 2,334.00   | 2,334.00   |            |        |
| 17   | Saw Cut Conc.   | 90       | LF   | 15.00      | 1,350.00   | 9.25       | 832.50     | 2.00       | 1,800.00   | 12.50      | 1,125.00   | 35.00      | 1,050.00   | 10.50      | 1,575.00   | 27.23      | 2,450.70   | 6.85       | 616.50     | 47.00      | 7,035.00   |            |        |
| 18   | Remove Asphalt Pavement (include saw cutting and milling)   | 3160     | Sqft | 3.00       | 9,480.00   | 0.90       | 2,844.00   | 1.10       | 3,476.00   | 1.00       | 3,160.00   | 2.90       | 9,164.00   | 3.90       | 12,324.00  | 1.26       | 3,881.60   | 2.55       | 8,058.00   | 4.00       | 12,640.00  |            |        |
| 19   | Asphalt Patch   | 160      | Ton  | 175.00     | 28,000.00  | 129.50     | 20,720.00  | 187.20     | 29,552.00  | 191.00     | 30,560.00  | 135.00     | 23,625.00  | 200.00     | 35,000.00  | 268.82     | 43,011.20  | 175.00     | 28,000.00  | 216.00     | 37,920.00  |            |        |
| 20   | Road Base   | 200      | Ton  | 35.00      | 7,000.00   | 36.85      | 7,370.00   | 23.00      | 4,600.00   | 53.00      | 10,600.00  | 57.50      | 11,500.00  | 52.00      | 10,400.00  | 33.48      | 6,696.00   | 47.00      | 9,400.00   | 57.00      | 11,400.00  |            |        |
| 21   | Granular Backfill   | 1550     | Ton  | 30.00      | 46,500.00  | 30.00      | 46,500.00  | 22.50      | 34,875.00  | 25.75      | 39,912.50  | 48.40      | 70,020.00  | 49.50      | 76,725.00  | 38.21      | 58,225.50  | 36.00      | 55,800.00  | 57.00      | 88,500.00  |            |        |
| 22   | Topsoil (remove, stockpile, replace)                        | 65       | Ton  | 75.00      | 4,875.00   | 63.80      | 4,147.00   | 27.00      | 1,755.00   | 99.00      | 6,483.00   | 95.00      | 6,175.00   | 53.50      | 3,477.50   | 66.11      | 4,297.15   | 92.00      | 5,980.00   | 95.00      | 6,175.00   |            |        |
| 23   | Sod/Landscape Restoration (remove, replace)                 | 2250     | Sqft | 10.00      | 22,500.00  | 8.20       | 4,950.00   | 1.99       | 4,477.50   | 7.50       | 16,875.00  | 6.25       | 14,062.50  | 4.95       | 6,637.50   | 9.16       | 20,610.00  | 4.50       | 10,125.00  | 8.00       | 18,000.00  |            |        |
| 24   | Flowable Fill   | 20       | Cyd  | 200.00     | 4,000.00   | 350.00     | 7,000.00   | 400.00     | 8,000.00   | 247.50     | 4,950.00   | 294.00     | 5,880.00   | 583.00     | 11,660.00  | 289.18     | 5,783.60   | 435.00     | 8,700.00   | 250.00     | 5,000.00   |            |        |
| SUBTOTAL Schedule 1  |   |          |      | \$         | 546,254.00 | \$         | 477,172.00 | \$         | 518,908.18 | \$         | 540,040.30 | \$         | 617,954.00 | \$         | 577,289.80 | \$         | 604,659.63 | \$         | 626,429.10 | \$         | 839,412.00 |            |        |
| <b>Schedule 2: 400 W</b>                                     |   |          |      |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |        |
| 1  | Mobilization  | 1        | LS   | 20,000.00  | 20,000.00  | 7,750.00   | 7,750.00   | 15,100.00  | 15,100.00  | 23,277.29  | 23,277.29  | 5,000.00   | 5,000.00   | 17,135.00  | 17,135.00  | 16,689.13  | 16,689.13  | 41,000.00  | 41,000.00  | 16,500.00  | 16,500.00  |            |        |
| 2  | Remove Storm Drain Inlet Box                                | 7        | EA   | 1,750.00   | 12,250.00  | 600.00     | 4,200.00   | 2,220.00   | 15,540.00  | 880.00     | 6,160.00   | 2,000.00   | 7,000.00   | 60.00      | 420.00     | 967.19     | 6,770.33   | 500.00     | 3,500.00   | 825.00     | 5,775.00   |            |        |
| 3  | Remove 18" CMP Storm Drain                                  | 375      | LF   | 25.00      | 9,375.00   | 31.00      | 11,625.00  | 30.00      | 11,250.00  | 12.50      | 4,687.50   | 13.40      | 5,025.00   | 24.00      | 9,000.00   | 16.40      | 6,150.00   | 24.00      | 9,000.00   | 20.00      | 7,500.00   |            |        |
| 4  | Remove Curb and Gutter                                      | 340      | LF   | 17.00      | 5,780.00   | 1.52       | 516.80     | 11.30      | 3,842.40   | 13.00      | 4,486.00   | 11.60      | 3,944.00   | 9.90       | 3,366.00   | 15.08      | 5,127.20   | 7.35       | 2,499.00   | 9.00       | 3,060.00   |            |        |
| 5  | Construct New Type E Curb and Gutter                        | 340      | LF   | 50.00      | 17,000.00  | 39.50      | 13,430.00  | 32.25      | 10,965.00  | 78.50      | 26,690.00  | 42.90      | 14,586.00  | 35.50      | 17,270.00  | 83.52      | 28,396.80  | 51.00      | 17,340.00  | 59.00      | 29,600.00  |            |        |
| 6  | Construct New Type A Drive Approach                         | 74       | LF   | 150.00     | 11,100.00  | 110.00     | 8,140.00   | 114.00     | 8,436.00   | 220.00     | 16,280.00  | 114.50     | 8,473.00   | 105.00     | 7,770.00   | 125.05     | 9,253.70   | 142.50     | 10,545.00  | 91.00      | 6,734.00   |            |        |
| 7  | 12" Class III RCP   | 205      | LF   | 100.00     | 20,000.00  | 133.00     | 27,265.00  | 75.25      | 15,426.25  | 94.00      | 19,270.00  | 127.90     | 26,219.50  | 125.00     | 25,025.00  | 101.15     | 20,735.75  | 168.55     | 34,552.75  | 168.00     | 34,440.00  |            |        |
| 8  | 15" Class III RCP   | 39       | LF   | 125.00     | 4,875.00   | 141.00     | 5,499.00   | 78.00      | 3,042.00   | 139.00     | 5,421.00   | 132.60     | 5,171.40   | 130.00     | 5,070.00   | 124.06     | 4,838.34   | 199.00     | 7,761.00   | 267.00     | 10,413.00  |            |        |
| 9  | 18" Class III RCP   | 170      | LF   | 130.00     | 22,100.00  | 151.00     | 25,670.00  | 83.00      | 14,110.00  | 109.00     | 18,530.00  | 147.00     | 24,990.00  | 139.00     | 23,630.00  | 103.91     | 17,664.70  | 199.00     | 33,830.00  | 190.00     | 32,300.00  |            |        |
| 10   | Type A Inlet Box  | 8        | EA   | 4,000.00   | 32,000.00  | 4,800.00   | 38,400.00  | 4,342.00   | 34,736.00  | 3,850.00   | 30,800.00  | 3,870.00   | 30,960.00  | 5,335.00   | 42,680.00  | 4,326.59   | 34,615.92  | 7,250.00   | 58,000.00  | 8,188.00   | 65,000.00  |            |        |
| 11   | Remove Asphalt Pavement (including saw cutting and milling) | 2457     | Sqft | 3.00       | 7,371.00   | 0.90       | 2,211.30   | 1.10       | 2,702.70   | 1.00       | 2,457.00   | 2.90       | 7,125.30   | 3.90       | 9,582.30   | 1.26       | 3,095.82   | 2.55       | 6,365.35   | 4.00       | 9,828.00   |            |        |
| 12   | Asphalt Patch   | 63       | Ton  | 175.00     | 11,085.00  | 129.50     | 11,793.60  | 187.20     | 11,793.60  | 184.50     | 11,623.50  | 142.00     | 8,946.00   | 200.00     | 12,600.00  | 254.78     | 16,051.14  | 175.00     | 11,025.00  | 245.00     | 15,435.00  |            |        |
| 13   | Road Base   | 191      | Ton  | 35.00      | 6,705.00   | 36.85      | 7,038.35   | 23.00      | 4,890.00   | 53.00      | 10,133.00  | 57.50      | 10,987.50  | 52.00      | 9,932.00   | 33.48      | 6,194.68   | 47.00      | 8,977.00   | 57.00      | 10,887.00  |            |        |
| 14   | Sod/Landscape Restoration (remove, replace)                 | 450      | Sqft | 10.00      | 4,500.00   | 8.20       | 3,690.00   | 1.99       | 895.50     | 7.50       | 3,375.00   | 6.25       | 2,812.50   | 4.95       | 2,227.50   | 9.16       | 4,075.80   | 4.50       | 2,025.00   | 8.00       | 3,600.00   |            |        |
| 15   | Remove 10" RCP Storm Drain                                  | 206      | LF   | 20.00      | 4,120.00   | 31.00      | 6,386.00   | 32.00      | 6,592.00   | 15.00      | 3,090.00   | 13.40      | 2,760.40   | 5.00       | 4,233.00   | 58.17      | 11,983.02  | 47.00      | 9,877.00   | 40.00      | 8,240.00   |            |        |
| SUBTOTAL Schedule 1  |   |          |      | \$         | 183,005.00 | \$         | 164,419.95 | \$         | 156,802.05 | \$         | 181,973.23 | \$         | 171,792.60 | \$         | 208,298.30 | \$         | 188,637.23 | \$         | 254,460.10 | \$         | 252,920.00 |            |        |
| <b>Schedule 3: Woodland Hills Dr &amp; Woodland Hills Cr</b> |   |          |      |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |        |
| 1  | Mobilization  | 1        | LS   | 20,000.00  | 20,000.00  | 1,500.00   | 1,500.00   |            |            |            |            |            |            |            |            |            |            |            |            |            |            |            |        |