

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, September 13, 2022

6:00 p.m. – Work Session

7:00 p.m. - Regular Session

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at **City Hall, 795 South Main Street, Bountiful, Utah**, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

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

AGENDA

6:00 p.m. – Work Session

1. Main Street art update – Ms. Rebecca Montealegre p. 3
2. In-house recycling option discussion – Mr. Charles Benson p. 19

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of two minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. BCYC Report
4. Council Reports
5. Consider approval of:
 - a. Expenditures greater than \$1,000 paid August 15, 22 & 29, 2022 p. 23
 - b. July 2022 Financial Report p. 27
6. Constitution week presentation – Daughters of the American Revolution
7. Consider approval of the purchase of services from Quality Pro to refinish the flooring at the Streets & Parks building, 950 South 200 West in the amount of \$36,625 – Mr. Charles Benson p. 41
8. Consider adoption of Ordinance 2022-08 which updates the Flood Damage Prevention ordinance – Mr. Todd Christensen p. 43
9. Consider approval of a Challenge Cost Share agreement with the US Forest Service for trails and bridges – Mr. Todd Christensen p. 61
10. Consider approval of the purchase of two Ford Interceptor Utility vehicles from Performance Ford in the total amount of \$120,732 – Chief Ed Biehler p. 99
11. Consider approval of Resolution 2022-15 updating the water conservation plan as required every five years – Mr. Kraig Christensen p. 135
12. Consider approval of the Munis software maintenance annual contract renewal in the total amount of \$81,315 – Mr. Alan West p. 155
13. Consider approval of the annual renewal of the Microsoft Office 365 licensing from CDWG at a cost of \$26,174 – Mr. Alan West p. 157
14. Consider approval of the installation of a No Parking Zone on the south side of 400 South immediately east of Main Street – Mr. Lloyd Cheney p. 159
15. Consider approval of the following – Mr. Lloyd Cheney: p. 161
 - a. Resolution 2022-17 amending the date of an interlocal agreement with Davis County
 - b. Construction of the extension of Canyon Creek Drive as designed
16. Consider approval of Resolution 2022-16 which provides for a corrected cemetery fee schedule – Mr. Galen Rasmussen p. 167
17. Adjourn


City Recorder

City Council Staff Report

Subject: Sculpture Recommendations for Main St.
Author: Rebecca Hatch Montealegre
Department: Executive
Date: September 13, 2022



Background

By policy, the annual budget includes an allocation for public art purchases. The City currently has about \$122,000 for public art purchases and installation.

This recommendation is in reference to the request of City Council to include sculptural art along Historic Downtown Bountiful. The process has been as follows: following a request for submissions, two artist proposals were submitted to City Staff directly. City Staff also collected list of artworks for sale within the state of Utah, the Public Art Advisory Board reviewed the list of sculptures, and the Public Art Advisory Board discussed the list of pieces and chose their top 10 pieces as a recommendation to City Council.

Analysis

A Call for Artists (RFP) was sent out to various contacts to share with artists including the BDAC network, Utah Cultural Alliance, St George Public Art network, Utah Byte 15 artists, and shared via social media on those channels. The Call for Artists was open for submissions from end of April to mid-June and received a low turnout with a total of two submissions.

A list of over 50 artworks was put together by City Staff from Utah Galleries, Utah Byte 15 artists, specific artists' online galleries, Park City galleries, and Art Around the Corner in St. George organization.

Public Art Advisory Board members reviewed the pieces and narrowed the choices to 10 pieces in order to leverage the available funding to purchase as many pieces as possible. Interestingly, the majority of the sculptures chosen by the Advisory Board come out of the Art Around the Corner's current exhibit. Their decisions were based on following the guidelines as also described in the Call for Artists:

- Is visually engaging and encourages an element of interactivity and/or surprise for passersby
- Is uplifting and inviting
- Exemplifies strong, imaginative design and content
- Considers and incorporates durable, sustainable concepts and materials

- Meets all public safety, structural, and maintenance standards
- Artists must have demonstrated experience creating work of similar scope and scale.
- Materials used should be able to withstand Utah's variable climate ranging from 20 degrees in the winter to 95 degrees in the summer months. Additionally, all sculptures should be sturdy enough to withstand children climbing on and interacting with the art.
- Sculptures should be free of any sharp edges or potentially dangerous elements.
- Must be original creations by the artist.

The Public Art Advisory Board members discussed the two submissions from the Call for Artists (RFP). Although they were strong contenders, The Advisory Board concluded they were too expensive for the budget at this time. These submissions, "Grand Prix II" and "Dreams Taking Flight" are also included in this Report.

The Board discussed what kind of "style" the city should project through the art selections, noting distinct styles of Park City and downtown Salt Lake. During the discussions it seemed to be a general preference for contemporary pieces over realistic figure pieces. Their selections also seemed to come together by choosing works that showed a level of whimsy, conveyed elements of nature, or offered a level of education or awareness.

Included in this report are these 10 pieces and information about each. The price of the artworks does not include installation costs. Images shown under "Attachments". An inquiry has been sent to Art Around the Corner pieces to verify availability of each sculpture offered from their organization. It is anticipated that there will be an update from them by Tuesday City Council to share if new information affects any of the listed sculptures.

Listed Artworks and Information as Discussed with Art Board :

1. **"Dad" by Deveren Farley (\$34,000 or \$3,400 lease one year)** / Reclaimed metal / 108" X 144" X 220"
 "Dad" was the most well received choice by the Advisory Board members, even with their various backgrounds and interests they all shared a love for it's whimsy, it's use of Utah license plates, and the idea that it attractive for photos with it. City staff recommends to consider this artwork for lease and measure community response.
 Lease is 10% of its price for one year.
2. **"Within A Dream" by Dan Toone (\$8,500)** / Aluminum and steel / 42" X 68" X 42"
 Discussion included that the vibrant color red is eye catching and attractive for photos, a great color to be placed in a cemented area like Main St.
3. **"Spiral Blooms" by Christopher Thomson (\$10,000)** / Forged steel, powder-coat / 120" X 32" X 32"
 Discussion included a liking for it's playfulness into nature, gardening and color. It could look great "growing" within a growing planter box or near one.
4. **"North Star" by Richard Prazen (\$12,000)** / Welded steel and mixed media
 9' X 4' X 3'
 Discussion included how many felt nostalgic for childhood wonder and whimsy, and that it is reminiscent of the Pirate Ship at the Rec Center that our community has loved.

5. **“Daydream” by Dan Toone (\$4,600)** / Stainless steel / 3’x10”
Discussion showed a liking for its simple design, and not too big for a planter box.
6. **“Cahaya” by Pavia Justinian (\$12,000)** / Oil painted cement over a steel frame with glass windows / 81" X 22" X 23"
This piece was loved for its use of color and that it incorporates LED lights sourced by a solar panel at its base. An inquiry has been sent to learn if oil paint over steel can withstand Bountiful weather overtime.
7. **“Woman In The Wind” by Kimber Fiebiger (\$15,000)** / Bronze / 36" X 96" X 36"
Discussion around the strength of the subject and elegant execution. Artist words “This piece is an abstract woman being blown by the wind. The sculpture represents women’s freedom, pride and ability to rise to the heights of our full potential despite the opposing winds. I want the person viewing this piece to see not only the feminine fluidity and curvature of the body, but also see the strength of a resilient woman holding her head high.”
8. **“Steampunk Bell” by Matt Clark (\$4,800)** / Steel and found metal objects / 2' X 5' X 2'
A gear from a wheat-threshing machine that was more than 100 years old was the inspiration to create this steampunk-style bell
9. **“Enshroud V” by Dan Toone (\$10,500)** / Stainless Steel / 96" x 18"w
Discussion included an overall liking for its sleek design, unlike some of the other more organic shaped pieces. This piece is from the Dan Toone’s online gallery.
10. **“Spring” by Lyman Whittaker (\$1,350)** / Copper and Steel / 6.6' x 2'
A Nationally ranked gallery for wind sculptures, not a Utah artist and not a one of a kind piece of art. This piece was highly rated by the Board for it’s movement in the wind, and its price as a great addition to Main Street area.

Other pieces favored by the Board, but did not make it to the list of 10 due to price

11. **“Wet Your Whistle” by Dana Kuglin (\$37,100)** / Repurposed cast-iron fire hydrant, repurposed/recycled aluminum / 60" X 108" X 60"
Discussion included loving its purpose/statement just as much as its design. Some words from the artist “Understanding and remembering how vital water is to everything is the basis of this image. The iconic image of a reused fire hydrant represents the constant need of man for water, while the burst of water with the image of dancing cranes causes the viewer to remember our interconnectivity with all parts of the environment.”
12. **“Sharing Your Story” by Marie-Pierre Phillippe-Lohezic (\$45,000)** / Bronze figures on a stainless steel bench / 70" X 55" X 18"
Discussion showed a love for it’s simplicity, and that it could be used as a partial bench if used and installed in Bountiful Town Square

Department Review

Executive Department.

Recommendation

The recommendation from City Staff is to choose 4-5 pieces totaling about \$100,000 from the list to purchase for the City’s permanent collection and to potentially lease one of the larger pieces for a year.

Significant Impacts

The cost of sculptures will add up quickly within the Public Art Fund, understanding that some of pieces have additional installation costs. Staff hopes that \$22,000 remaining in the

project fund will pay for installation. Thoughts for the future of this art fund should be considered when making the choice of sculptures purchased now.

Attachments

A-RFP Response #1: Grand Prix II

B-RFP Response #2: Dreams Taking Flight

C-Art Board Recommendations from “Art Around the Corner”

D-Other art selections from “Art Around the Corner”

A. RFP Response #1 – “Grand Prix II” by David Wiener (\$85,000) Stainless Steel / 16’ tall x 10’ wide x 6’ deep / 2500lbs not including pedestal. David Wiener

Artist Description: “My background in car design and auto racing plays into a lot of my artwork and as I worked on ideas for this piece, I wanted to mix the things that always excite me about motion, and the act of performing at the highest level inspired my design and execution of this piece I call Grand Prix to honor the excitement and suspense of movement as it relates to winter sport, the mountains of Utah, the rising sun and the reward of living in a place as extraordinary as we do. My choice of three towers is inspired by competition and the gold, silver and bronze winning positions in sport, which is a major element of Utah life and what draws people to Utah. The circular oculus at the top of each tower represents the Sun shining down on the community. I chose stainless steel and a hand ground surface patina to allow

the sun to play off the various surfaces, creating more movement for the viewer circling this sculpture.”

Biography & Past Experience :

David is an internationally recognized designer and artist. In his youth, as one of the youngest professional photographers in



America, he was shooting the exciting worlds of Formula One, Indy, the Americas Cup and the US Open. David has since created a wide variety of iconic products, and artwork for global brands such as Ferrari, the U.S. Ski Team, Columbia, Ben & Jerry’s, Porsche, Park City, and many others. David has been the subject of countless media stories, as well as a PBS documentary about his work. David has exhibited his artwork in New York, Paris, Florence, Tokyo and Seoul. David’s creations are in the private collections of high profile personalities, collectors and corporations. David’s most recent installation is a large outdoor sculpture for the Pendry Hotel. David studied engineering, design and art and has applied his wide range of talents to his two-dimensional, and three-dimensional art. David is from Connecticut and has lived full-time in Utah since 1993.



B. RFP Response #2 – “Dreams Taking Flight” by Nick Vienneau (\$25,000) Aluminum / 250 lbs / requires a mounting post for installation.

Artists Description: “Dreams Taking Flight is a scale representation of a traditional “dart” paper airplane heading skyward. Constructed of aluminum, it measures over ten and a half feet long, with a wingspan of just over five feet, it weathervanes on a hidden bearing system. It was my first public art commission and the name and design were influenced by the excitement of starting something new. It was installed in Oct 2014 as part of the Flying Objects 4.0 temporary public art project in downtown Salt Lake City. It was located at 125 West 300 South in the median in front of the Rose Wagner Performing Arts Center until April 2017.”

Biography & Past Experience:

I actively created public art for just one year (2014). I was awarded three commissions by Salt Lake City. Two are permanent installations, while Dreams Taking Flight was temporary. I still do design and fabrication projects, but life pulled me down other roads. I am the head skeleton coach at the Utah Olympic Park, earned an MBA and am working on a childcare startup, and am primary caregiver for my two young daughters.



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7. **“Woman In The Wind” by Kimber Fiebiger (\$15,000) / Bronze / 36” X 96” X 36”**



8. **“Steampunk Bell” by Matt Clark (\$4,800) / Steel and found metal objects / 2’ X 5’ X 2’**



9. **“Enshroud V” by Dan Toone (\$10,500) / Stainless Steel / 96” x 18”**



10. **“Spring” by Lyman Whittaker (\$1,350) / Copper and Steel / 6.6’ x 2’ – kinetic wind sculpture that spins in two directions**

11. **“Wet Your Whistle” by Dana Kuglin (\$37,100)** / Repurposed cast-iron fire hydrant, repurposed/recycled aluminum / 60" X 108" X 60"



12. **“Sharing Your Story” by Marie-Pierre Phillippe-Lohezic (\$45,000)** / Bronze figures on a stainless steel bench / 70" X 55" X 18"



Additional “Art Around the Corner” Pieces:



“See” \$15,000



“The Power of Three” \$20,000



“Arctic Huntress” \$18,500



“Midfield Matchup” \$23,000



“Soft Serve” \$3,900



“Ascension” \$15,000



"Perfect Slumber" \$9,500



"New Heights" \$110,000



"Ancient Pillar" \$6,500



"Pig Iron" \$14,000



"Mary" \$11,000



"Tastes Like Chicken" \$8,300



"Delilah" \$8,000



"Optimism" \$10,000



"Sisters Three" \$9,000

City Council Staff Report

Subject: Curbside Recycling Collection

Author: Recycling Director

Department: Recycling

Date: September 13, 2022



Background

The Recycling program in Bountiful City started December 1, 2008. Waste Management was awarded the contract to supply collection containers and bi-weekly collection of recyclable materials and deliver them to a Materials Recovery Facility (MRF). The contract allowed for a monthly fee per container and all proceeds from the sale of the recyclable materials to the MRF as payment for services.

In 2015 the collection contract was opened up for bid again and it was awarded to Ace Recycling & Disposal under the same terms to supply collection containers and bi-weekly collection of recyclable materials and deliver to a Materials Recovery Facility (MRF). The contract allowed for a monthly fee per container and all proceeds from the sale of the recyclable materials to the MRF as payment for services.

In 2018 Ace approached the City and wanted to change the contract. Due to the Recycling market drop in demand, there is now a charge for materials delivered to the MRF. Ace wanted to return the responsibility and property of the collected recyclable materials to the city.

The Council decided that this was an important program and needed to continue. The City set up an account with Rocky Mountain Recycling the local Materials Recovery Facility (MRF). The contract was modified to show the City would be responsible for any processing fees charged or proceeds of sales of recyclables incurred from the MRF. Cost would be covered by a transfer from the Landfill account. Ace's scope of work was changed to providing containers, bi-weekly collection, customer service, and delivering recycling to the MRF.

We have continued the contract with Ace and extended it as provided in the contract terms. The final term of the contract will end on November 30, 2022. Ace has proposed a three-year contract extension with a COLA increase each year. However, Ace is also proposing a 15% increase to start this extension. This would change the rate per can that Ace charges the City from \$2.83 to \$3.26 or a \$ 0.43 per can increase. That would change the yearly charge from \$443,010 to \$509,147 an increase of \$66,137. The yearly COLA increase would be based on the May CPI and would not be open to negotiation.

Analysis

The Recycling collection contract with Ace is in its final extension term with no extension options available. This would make the extension proposal from Ace an option we could not act on. According to the City procurement policy we would need to open the Recycling collection contract to the competitive bidding process. With the proposal from Ace and the condition of the economy it is likely that we will see a significant increase in collection cost as a result of the bidding process. This will likely lead to a rate increase to the residents.

Another option open to the Council could be that Bountiful City provide Recycling collection services with City staff and equipment. That would entail 2 new employees, 2 collection trucks, and 13,100 refuse carts for collection. The following spreadsheet shows a direct comparison of Bountiful City and Ace's projected collection costs.

Bountiful City Recycle		A	B	Budget History		
		BTFL Collection	Ace Collection	2022	2021	2020
Can Rate		\$3.75	\$3.75	\$3.75	\$3.50	\$2.75
	Cans	2023 13015	2023 13015	2022 12957	2021 12787	2020 12787
Total revenue		\$ 585,675	\$ 585,675	\$ 583,065	\$ 537,054	\$ 422,000
Non- Operating Revenues		\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
Total Operating Revenues		\$ 585,875	\$ 585,875	\$ 583,265	\$ 537,254	\$ 422,200
Expenses						
Total personnel Services		\$ 168,458	\$ -	\$ -	\$ -	\$ -
Ace Collection Charges		\$ -	\$ 509,147	\$ 443,010	\$ 437,418	\$ 423,633
Bountiful City Fleet Maint		\$ 134,000				
Rocky Mountain Recycling Charges		\$ 86,265	\$ 86,265	\$ 58,589	\$ 134,198	\$ 159,367
Admin Services		\$ 59,204	\$ 59,204	\$ 78,304	\$ 79,408	\$ 76,935
Other		\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750	\$ 2,750
Total operations and Maintenance		\$ 282,219	\$ 657,366	\$ 582,653	\$ 653,774	\$ 662,685
Collection Trucks	7 Year replacement	\$ 100,000				
Recycling Carts	25 Year pay plan	\$ 37,518				
Capital Expenses		\$ 137,518	\$ -	\$ -	\$ -	\$ -
Total Expenses		\$ 588,195	\$ 657,366	\$ 582,653	\$ 653,774	\$ 662,685
In or (Out) of Reserve Fund		\$ (2,320)	\$ (71,491)	\$ 612	\$ (116,520)	\$ (240,485)
	From Landfill	\$ 75,000	\$ 75,000	\$ 95,000	\$ 255,000	\$ 240,485
			13100 Cans	\$ 71.60	937,960	
			2 Trucks	\$ 350,000	700,000	
					1,637,960	

For the startup costs.

The City has spare refuse trucks that could be used for a time until new trucks could be built. Employees would need to be hired and trained. Our staff that covers time off for sanitation could step in for a time if needed. The largest cost would be the containers. We will explore the possibility of purchasing the used containers from Ace if they are open to selling them. I have also reached out to our cart supplier and have pricing on new containers. If we need to purchase new cans, we plan to use the same black refuse cart, but with a blue lid to reduce the need for unique inventory. Because the recycling program benefits the landfill by extending its life, we are looking at funding up-front costs from the landfill reserve account.

Timing.

The City's contract with Ace Recycling ends on November 30th. Because of the lead time necessary to either purchase cans or prepare an RFP for a hauling contract, Staff would like direction from the City Council this month on whether to pursue a city-operated service or to solicit bidders.

Department Review

This report was reviewed by the Recycling Department Director, the Public Works Director, and the City Manager.

Significant Impacts

Opening for general bid we do not know what the direction will be, most likely up.
Bringing the Recycling collection in house can help control costs.

Recommendation

Although no formal action is necessary at this time, Staff would like direction from the City Council in September on whether or not to begin hauling recycling material in-house. Staff believes Recycling collection services can be provided by Bountiful City personnel in a more cost-effective manner than by the private sector.

Attachments

None (All contracts are available for review if desired.)

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
August 15, 22 & 29, 2022

Author: Tyson Beck, Finance Director

Department: Finance

Date: September 13, 2022



Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000, paid August 15, 22 & 29, 2022

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 15, 2022**

<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>
11666	BRONCO FENCE	Parks	104510 426000	Bldg & Grnd Suppl & Maint	2,506.00	229406	10404	White Vinyl 6' High Full Privacy
1555	CALLAWAY GOLF	Golf Course	555500 448240	Items Purchased - Resale	1,611.06	229408	935311225	Golf Clubs - Acct # 14853
4890	CES & R CORPORATE OF	Light & Power	535300 424001	Drafting	1,192.50	229412	22-1351	Plotter Ink
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	10,693.60	229422	75100	Tree Trimming
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,474.40	229422	75120	Tree Trimming
14002	DODGE, ERIC	Legislative	104110 492080	Community Events-BntflComServC	2,500.00	229424	1414	Bountiful Concert in Park 3 piece show
2055	ELECTRICAL CONSULTAN	Light & Power	535300 448639	Substation	13,105.00	229390	BCP-020	Prijt # BCP-020 Southeast Substation Breaker
7212	ENTELLUS INC	RAP Tax	838300 426100	Special Projects	6,695.00	229391	54350	Prijt #54350- Canyon Creek Rd Surveying May-July
2104	ESRI-ENVIRONMENTAL S	Light & Power	535300 429300	Computer	16,500.00	229430	94299421	GIS License - Account # 1496150335
6959	JANI-KING OF SALT LA	Light & Power	535300 424002	Office & Warehouse	1,775.00	229453	SLC07220057	July 2022 Custodial Service - Cust # 065075
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	2,566.80	229455	8678	Patching - Customer # BOUN02610
13969	LAUNCH CONSTRUCTION	Legislative	454110 473100	Improv Other Than Bldgs	310,309.56	229457	2202-2	Project Washington Park
2987	M.C. GREEN & SONS IN	Storm Water	494900 473106	Storm Drain Construction	246,769.06	229464	4667	800 East Storm Drain Project - App #3
3186	MOTOROLA	Police	104210 425200	Communication Equip Maint	1,640.63	229469	8230376268	Bountiful P.D. Project - Acct # 1000743551
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist Systm Repair & Maint	3,682.19	229471	S104857396.001	Misc. parts and supplies - Customer # 18498
3748	ROCKIN E COUNTRY STO	Parks	104510 426000	Bldg & Grnd Suppl & Maint	13,154.40	229490	17661	Misc. Supplies - Customer # Bountiful City
3972	SOLAR TURBINES, INC.	Light & Power	535300 448614	Power Plant Equipment Repairs	1,712.00	229499	AFS10050679	Turbine #2 Repair - Acct # 400004258
3972	SOLAR TURBINES, INC.	Light & Power	535300 448614	Power Plant Equipment Repairs	2,416.00	229499	AFS10050680	Turbine #2 Repair - Acct # 400004258
4105	SUN MOUNTAIN	Golf Course	555500 448220	Pro Shop Misc Supplies	1,018.56	229503	1052658	Rental Pull Carts - Account # 8401002
14004	TRUCK SITE	Sanitation	585800 474600	Vehicles	100,985.00	229507	4256	Approved by Council Rear Loader Truck
4281	TWIN D INC.	Water	515100 431000	Profess & Tech Services	1,560.00	229508	22794	Flushing and Video
4387	UTAH LEAGUE OF CITIE	Legislative	104110 421000	Books Subscr & Mmbrshp	30,966.16	229511	2022-2023	2022-2023 Membership Fee for City of Bountiful
4450	VERIZON WIRELESS	Light & Power	535300 448641	Communication Equipment	2,197.90	229513	9912386271	Account # 371517689-0001
8034	WASATCH SOUND	Legislative	104110 492080	Community Events-BntflComServC	4,500.00	229514	08092022	Sound for Bountiful City Concerts in the Park
4563	WESTERN FENCE CO	Water	515100 426000	Bldg & Grnd Suppl & Maint	4,768.00	229516	38699	138'x6' High Chain Link Fence Install
8325	WESTERN WATER WORKS	Water	515100 448400	Dist Systm Repair & Maint	2,904.00	229517	2107015-00	Misc. Parts - Cust # 100743
TOTAL:					<u>799,202.82</u>			

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

Paid August 22, 2022

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
5368	ACE DISPOSAL INCORPO	Recycling	484800 431550	Recycling Collectn Service	36,945.65	229530	08012022	July 2022 Recycling Fees
1615	CENTURYLINK	PSAP - E911	104219 428000	Telephone Expense	1,070.19	229541	5107XLB153-2022	Account # 5107XLB153
1845	D & L SUPPLY	Storm Water	494900 441250	Storm Drain Maintenance	1,470.00	229550	0000134232	Storm Drain Work - Cust- ID UT-BOUNTIFUL
1845	D & L SUPPLY	Storm Water	494900 441250	Storm Drain Maintenance	1,830.00	229550	0000134215	Storm Drain Work - Cust- ID UT-BOUNTIFUL
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,938.00	229552	75130	Tree Trimming
13110	DORSETT TECHNOLOGIES,	Water	515100 474500	Machinery & Equipment	15,962.70	229555	J005499	Engineering - SCADA - Customer
13110	DORSETT TECHNOLOGIES,	Water	515100 474500	Machinery & Equipment	14,546.18	229555	J005495	Engineering - SCADA - Customer
2115	EWING IRRIGATION PRO	Cemetery	595900 425000	Equip Supplies & Maint	2,853.02	229558	17609409	Misc. Items - Account # 40006
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist System Repair & Maint	1,036.83	229560	1194078	Misc. Parts - Customer # 48108
2176	FPS NORTHERN UTAH	Sanitation	585800 426000	Bldg & Grnd Suppl & Maint	3,980.20	229562	2996935	Service and Labor - Customer # 8000259
2334	GRAINGER, INC	Light & Power	535300 424002	Office & Warehouse	2,312.83	229565	9401132486	Paper Shredder - Account # 809597271
5489	HONEY BUCKET	Parks	104510 426000	Bldg & Grnd Suppl & Maint	4,066.00	229573	0552955740	Handcart Days Parade & Carnival PortaPotties
2553	HVAC CONSTRUCTION, I	Government Buil	454160 474500	Machinery & Equipment	8,700.00	229575	127723	Water bldg 3 Tin High wall ductless heat pump syte
2553	HVAC CONSTRUCTION, I	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,979.00	229526	12278	Replaced bad exhaust motor for heater
2562	HYDRO SPECIALTIES CO	Water	515100 448650	Meters	12,705.28	229576	25955	Meters & Install kits
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	6,436.78	229585	8704	Patching - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	7,110.68	229585	8699	Patching/Overlay - Customer # BOUN02610
8137	LAKEVIEW ASPHALT PRO	Streets	104410 473200	Road Materials - Overlay	23,880.90	229585	8737	Paving/Overlay - Customer # BOUN02610
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	1,717.48	229586	406281	Road Base - Customer # BCTY07399
2920	LEFAVOR ENVELOPE COM	Treasury	104143 429050	Util Billing Supplies	1,106.00	229589	173654	Envelopes for Utilities - Customer ID COB
2983	M & M ASPHALT SERVIC	Streets	104410 473210	Road Recondition & Repair	354,712.50	229591	I22121	Road Reconstruction for Bountiful City
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist System Repair & Maint	1,072.80	229593	S104869563.001	Misc. Parts and Supplies - Customer # 18498
3195	MOUNTAINLAND SUPPLY	Water	515100 448400	Dist System Repair & Maint	5,455.35	229593	S104872298.001	Misc. Parts and Supplies - Customer # 18498
12326	PARSONS BEHLE & LAT	Liability Insuranc	636300 451150	Liability Claims/Deductible	2,386.00	229597	1430017	Attorney/Consult Fees - Client # 29728
3649	RASMUSSEN EQUIPMENT	Landfill	575700 474500	Machinery & Equipment	340,137.00	229603	10149570	Approve by Council Excavator/Landfill- Acct# 09503
13120	RECYCLE IT	Landfill	575700 448000	Operating Supplies	2,910.00	229605	10032	Mattress Recycling Fees
5272	REVOLUTION GEAR & TR	Streets	104410 425000	Equip Supplies & Maint	1,588.16	229606	129800	Disc Pads
3791	RUSH TRUCK CENTER-SA	Streets	104410 425000	Equip Supplies & Maint	7,346.00	229608	3028742626	Valve Kit - Customer # 187609
4051	STATE OF UTAH	Storm Water	494900 422000	Public Notices	1,750.00	229618	2370000013	FY23 Annual Municipal Storm Water Permit UTR090005
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	1,467.92	229623	2022100120340	Fluoride - Customer # C1303
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	2,844.36	229623	2022100120342	Fluoride - Customer # C1303
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	3,037.65	229623	2022100120127	T-Chlor - Customer # C1303
4171	THATCHER COMPANY	Water	515100 448000	Operating Supplies	3,190.36	229623	2022100120339	Fluoride - Customer # C1303
14015	THE RADAR SHOP	Liquor Control	104218 445100	Public Safety Supplies	2,700.00	229624	14402	Recertified Radar Units for Bountiful City
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	34,870.19	229626	0348054	Fuel Purchased - Acct # 000275
4229	TOM RANDALL DIST. CO	Golf Course	555500 425100	Special Equip Maintenance	3,451.57	229626	0347570	Fuel - Account # 000276
9280	TURF-IT / AMERICAN	Cemetery	595900 425000	Equip Supplies & Maint	6,600.00	229528	705880	Fertilizer/Weed Control
4281	TWIN D INC.	Storm Water	494900 462400	Contract Equipment	1,140.00	229629	22746	Municipal Flushing & Vacuuming of SD Lines
5000	U.S. BANK CORPORATE	Streets	104410 425000	Equip Supplies & Maint	1,892.84	229630	08102022JE	Misc. Shops Supplies- Acct # 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Parks	104510 426000	Bldg & Grnd Suppl & Maint	1,537.66	229630	08102022BH	Park & Emp Supplies -Acct # 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Water	515100 426000	Bldg & Grnd Suppl & Maint	2,800.00	229630	08102022GW	Fencing for Viewmont - Acct # 4246-0445-5571-8851
5000	U.S. BANK CORPORATE	Liability Insuranc	636300 451150	Liability Claims/Deductible	2,009.36	229630	08102022SA	NotaryTest, Candy- Acct # 4246-0445-5571-8851
4450	VERIZON WIRELESS	Water	515100 428000	Telephone Expense	2,342.39	229633	9913101776	Account # 242434136-00001
4663	YESCO-YOUNG ELECTRIC	Light & Power	535300 424002	Office & Warehouse	1,005.50	229636	INY-0382535	Reddy Kilowatt Sign Repair - Customer ID 120302
TOTAL:					<u>949,895.33</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 29, 2022**

<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>
7666	AMERICAN CHILLER MEC	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,411.85	229727	31399	Service and Labor in June 2022 for heating & air
1164	ANIXTER, INC.	Light & Power	535300 448632	Distribution	1,027.50	229638	5196133-01	5/16 Auto Dead Ends - Customer # 6000052
2875	CURTIS BLUE LINE	Police	104210 445100	Public Safety Supplies	9,120.00	229728	PINV734846	Police Office Hardware Male Panel- Cust # C4197
9982	DIAMOND TREE EXPERTS	Light & Power	535300 448632	Distribution	11,864.80	229652	75210	Tree Trimming
2164	FERGUSON ENTERPRISES	Water	515100 448400	Dist Systm Repair & Maint	9,352.44	229656	1195137	Gate Valve - Customer # 48108
2523	HONNEN EQUIPMENT COM	Water	515100 425000	Equip Supplies & Maint	17,372.88	229667	1401374	Misc. Parts and Supplies - Account # 104112
12942	HYDRO VAC EXCAVATION	Streets	104410 473400	Concrete Repairs	36,896.25	229669	08252022	Work Completed in July 2022
12942	HYDRO VAC EXCAVATION	Storm Water	494900 441250	Storm Drain Maintenance	63,041.00	229669	08252022	Work Completed in July 2022
2564	I-D ELECTRIC INC	Water	515100 431000	Profess & Tech Services	1,646.14	229670	112012	Wiring and Sensors - Account # BOUCIT
2605	INTERFORM	Light & Power	535300 445202	Uniforms	6,602.38	229729	356613R	Logo FR Shirts, Hoodies & Jackets - Client # 9334
8137	LAKEVIEW ASPHALT PRO	Streets	104410 441200	Road Matl Patch/ Class C	1,557.56	229679	8752	Patching - Customer # BOUN02610
2886	LAKEVIEW ROCK PRODUC	Water	515100 461300	Street Opening Expense	2,631.95	229680	406317	Road Base - Customer # BCTY07399
10483	MOFFAT, DAVID & KRIS	Charge For Servic	517000 371110	Metered Water Sales	1,100.47	229687	08302022	Refund Hydrant Rental Deposit less fees
3293	NICKERSON CO INC	Water	515100 431000	Profess & Tech Services	3,635.00	229691	J24130	Pump Work - Customer # BOUCIT
13120	RECYCLE IT	Landfill	575700 448000	Operating Supplies	2,145.00	229704	10036	143 Mattress Recycling
3692	RESTAURANT & STORE E	Golf Course	555500 472100	Buildings	8,595.00	229705	978411	Parts and Supplies for Golf Cafe Remodel
4051	STATE OF UTAH	Streets	104410 441300	Street Signs	3,377.06	229726	2254000507	State Traffic Signal Equipment -Customer# VC239216
4051	STATE OF UTAH	Landfill	575700 431300	Environmental Monitoring	2,280.25	229711	3108	Customer ID C0000000044H - Emission for Landfill
4229	TOM RANDALL DIST. CO	Streets	104410 425000	Equip Supplies & Maint	1,811.50	229714	0348425	Bulk Oil - Account # 000275
4229	TOM RANDALL DIST. CO	Landfill	575700 425000	Equip Supplies & Maint	3,443.07	229714	0348734	Bulk Oil - Acct # 000138
4341	UTAH ASSOCIATED MUNI	Light & Power	53 213130	UAMPS Annualized Accrual	1,513,372.17	229716	08262022	July 2022 payment for Power Resources
4528	WAXIE SANITARY SUPPL	Police	104210 426000	Bldg & Grnd Suppl & Maint	1,086.03	229719	81031642	Toilet Paper - Customer # 9024
8325	WESTERN WATER WORKS	Water	515100 448400	Dist Systm Repair & Maint	2,023.20	229720	2107108-00	3/4' Angle Valves - Cust # 100743
7732	WINGFOOT CORP	Police	104210 426000	Bldg & Grnd Suppl & Maint	2,295.00	229722	109656	Janitorial Services for August 2022
TOTAL:					<u>1,707,688.50</u>			

City Council Staff Report

Subject: July 2022 Financial Reports
Author: Tyson Beck, Finance Director
Department: Finance
Date: September 13, 2022



Background

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

Analysis

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expense graphs are provided that give comparative data for FY2023 through July as compared to the past three fiscal year periods through that same timeframe.

The FY2023 budget portion of these reports is the originally adopted FY2023 budget approved by the City Council in June of 2022.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

Financial information to aid in legislative and operational decision making.

Recommendation

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

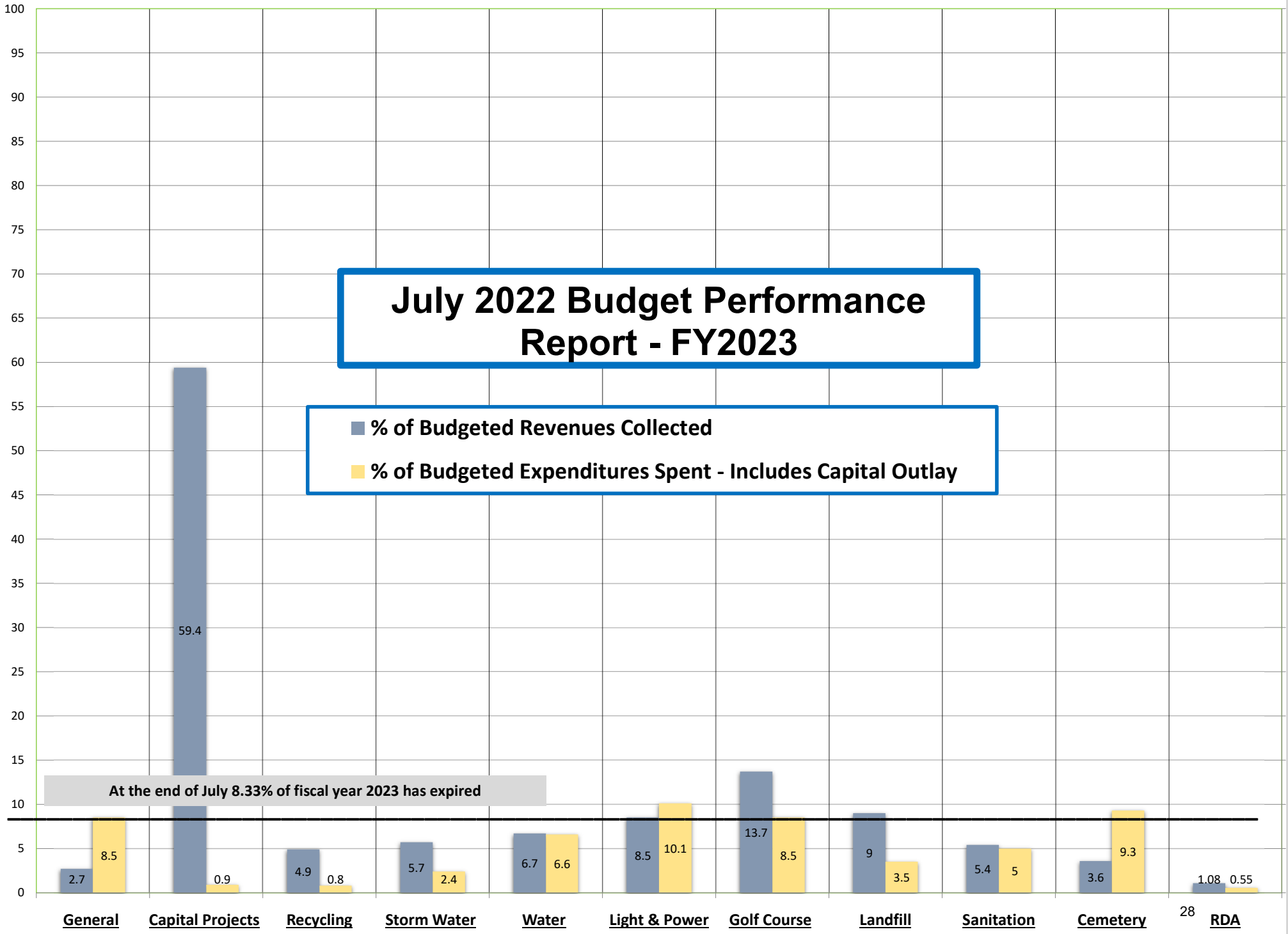
Attachments

- July 2022 Revenue & Expense Reports – Fiscal 2023 YTD

July 2022 Budget Performance Report - FY2023

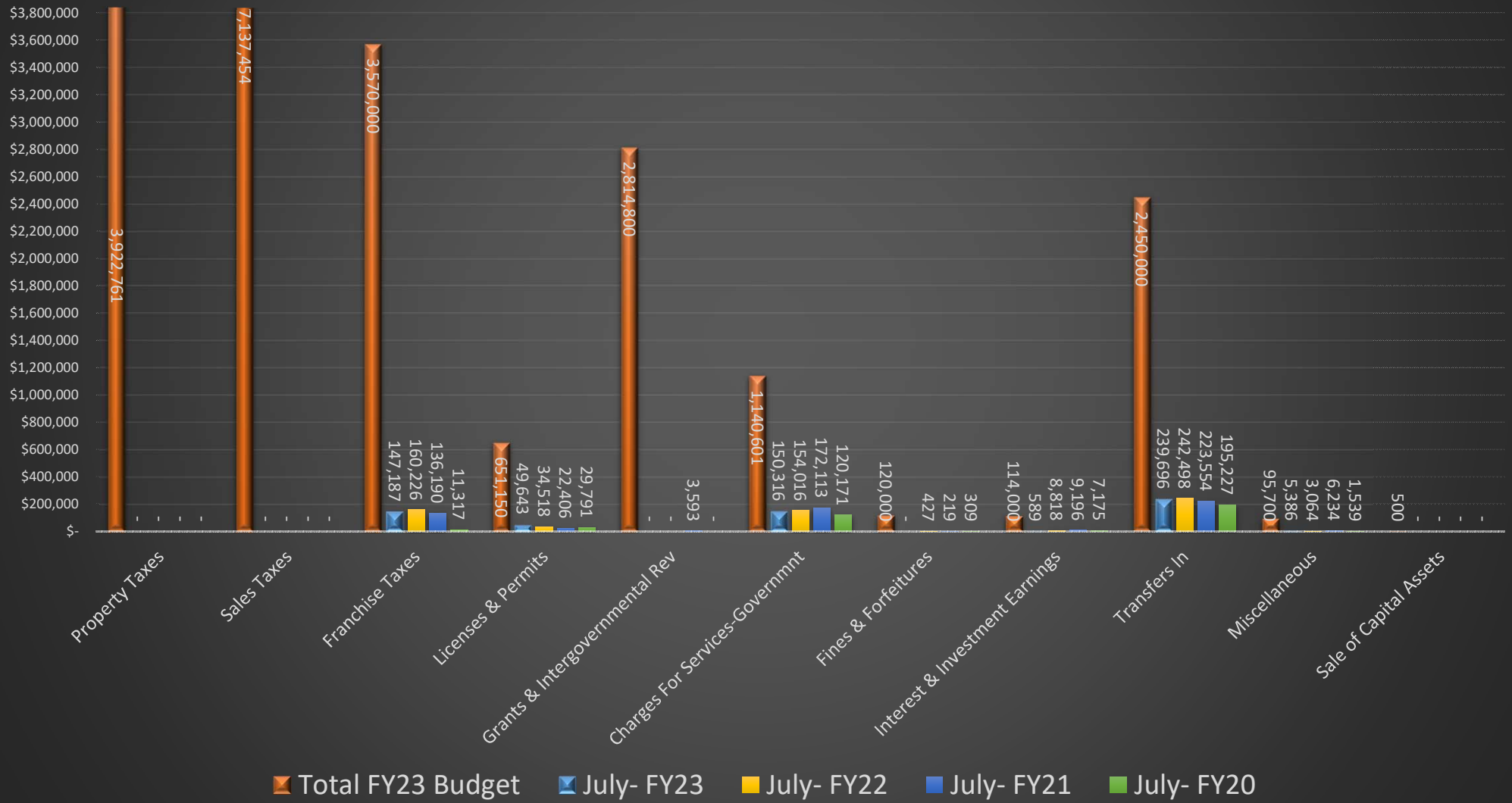
■ % of Budgeted Revenues Collected
 ■ % of Budgeted Expenditures Spent - Includes Capital Outlay

At the end of July 8.33% of fiscal year 2023 has expired

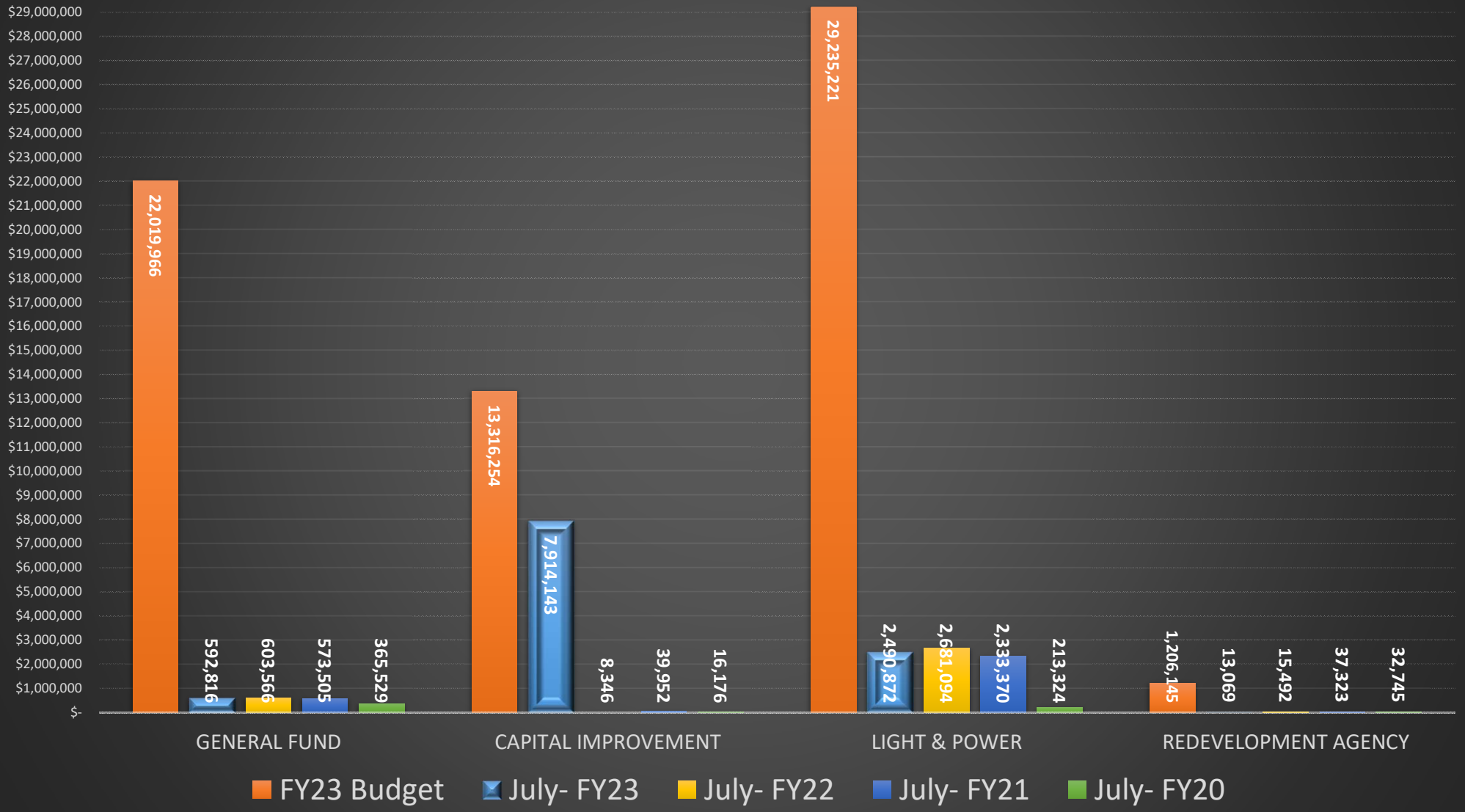


General Fund Detailed Revenues - July 2022

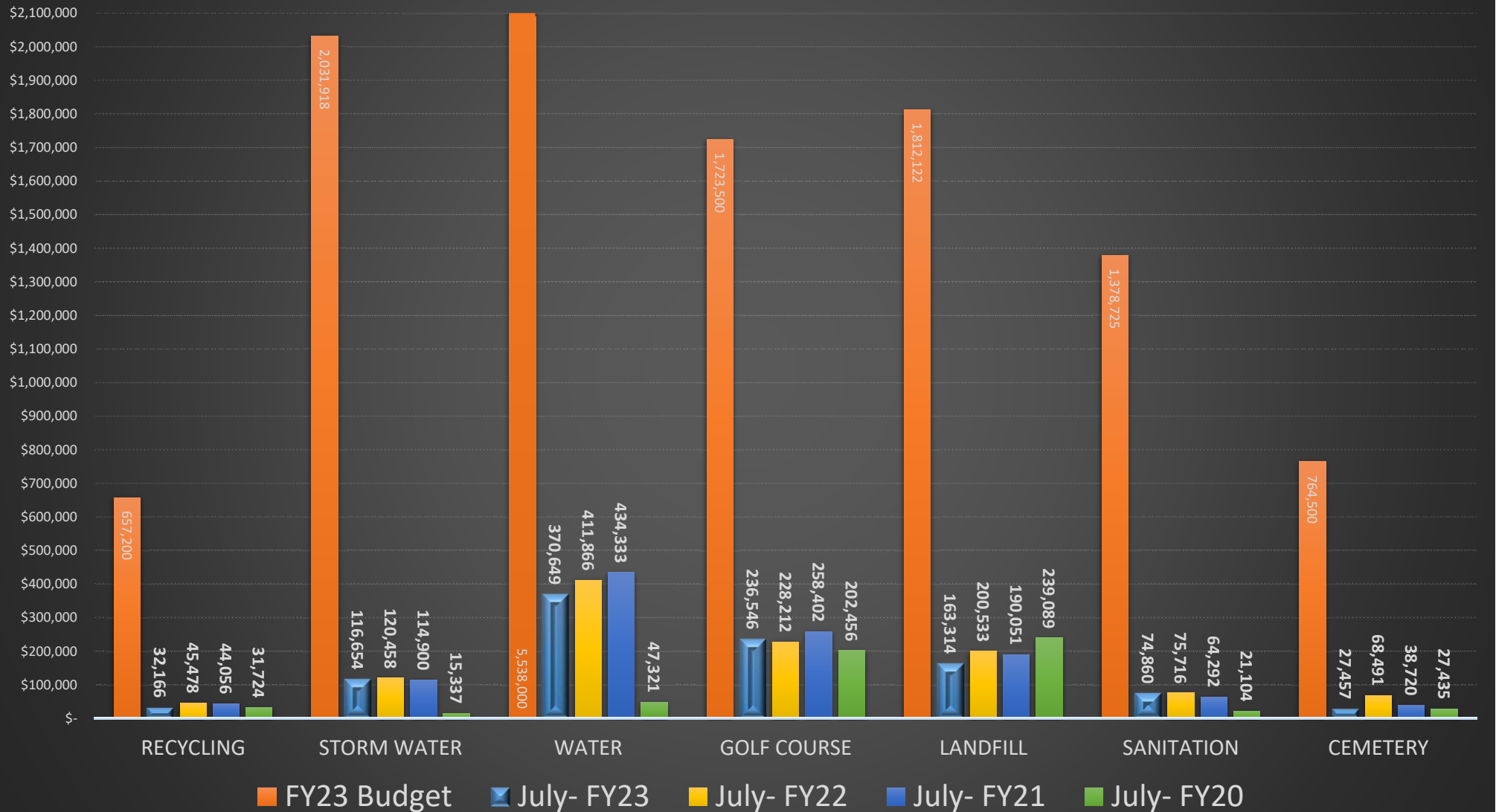
YTD Revenues (Fiscal Year 2023) Compared to Budget and also the Revenues of the Same Timeframe of the Past Three Fiscal Years



July 2022 YTD Revenues (Fiscal 2023) Compared to Budget and also the Revenues of Same Timeframe of the Past Three Fiscal Years



July 2022 (Fiscal 2023) YTD Revenues Compared to Budget and also the Revenues of Same Timeframe of the Past Three Fiscal Years



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Bountiful City Corporation
JULY 2022 - FY2023 YTD REVENUE

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FOR 2023 01

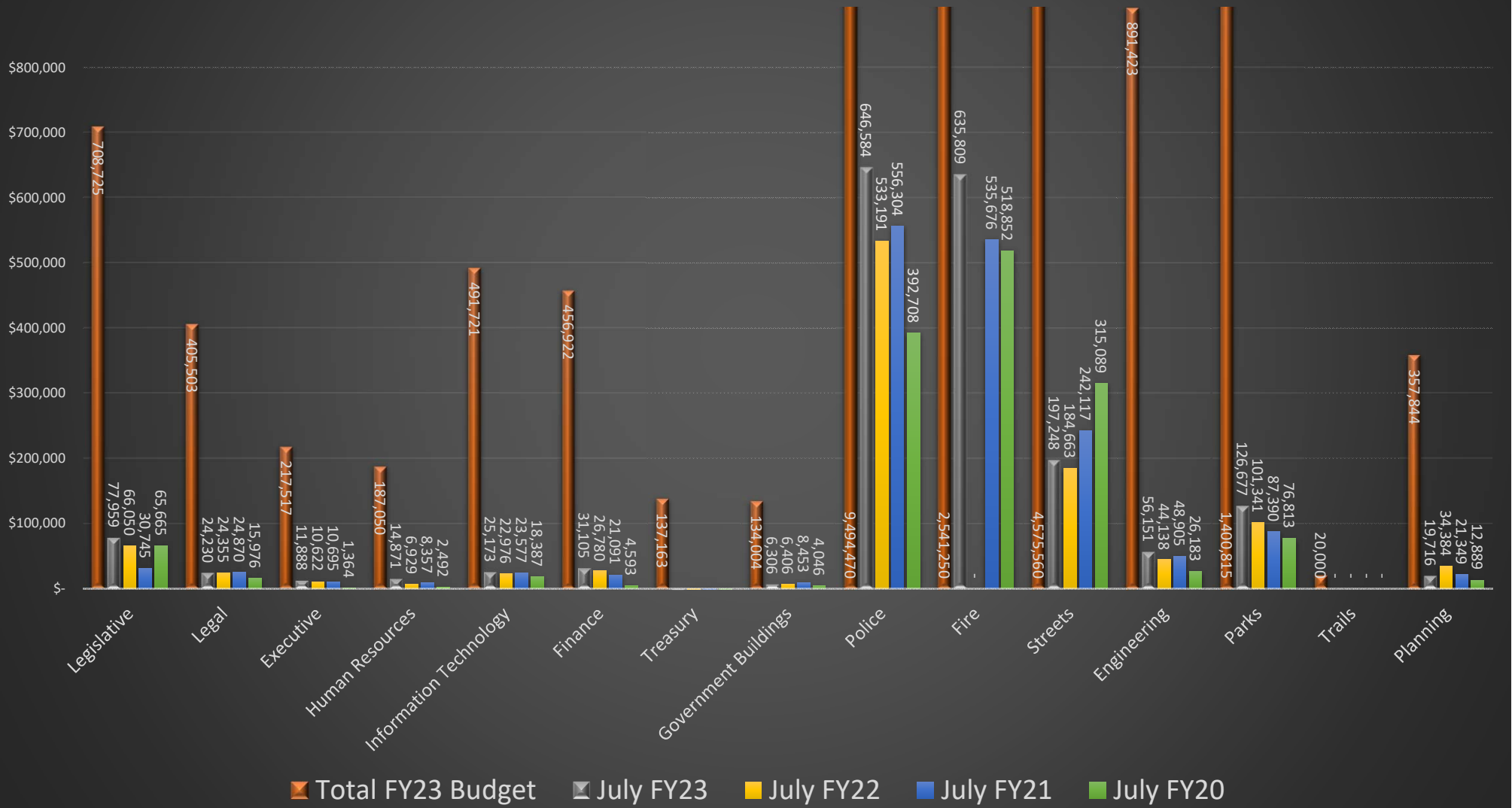
JOURNAL DETAIL 2022 1 TO 2022 6

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND	-22,017,466	-22,019,966	-592,816.01	-592,816.01	.00	-21,427,149.99	2.7%
30 DEBT SERVICE	-679,904	-679,904	.00	.00	.00	-679,904.00	.0%
45 CAPITAL IMPROVEMENT	-13,318,754	-13,316,254	-7,914,143.18	-7,914,143.18	.00	-5,402,110.82	59.4%
48 RECYCLING	-657,200	-657,200	-32,166.48	-32,166.48	.00	-625,033.52	4.9%
49 STORM WATER	-2,031,918	-2,031,918	-116,653.54	-116,653.54	.00	-1,915,264.46	5.7%
51 WATER	-5,538,000	-5,538,000	-370,649.27	-370,649.27	.00	-5,167,350.73	6.7%
53 LIGHT & POWER	-29,235,221	-29,235,221	-2,490,872.15	-2,490,872.15	.00	-26,744,348.85	8.5%
55 GOLF COURSE	-1,723,500	-1,723,500	-236,545.91	-236,545.91	.00	-1,486,954.09	13.7%
57 LANDFILL	-1,812,122	-1,812,122	-163,314.08	-163,314.08	.00	-1,648,807.92	9.0%
58 SANITATION	-1,378,725	-1,378,725	-74,860.31	-74,860.31	.00	-1,303,864.69	5.4%
59 CEMETERY	-764,500	-764,500	-27,457.21	-27,457.21	.00	-737,042.79	3.6%
61 COMPUTER MAINTENANCE	-74,611	-74,611	.66	.66	.00	-74,611.66	.0%
63 LIABILITY INSURANCE	-488,307	-488,307	-590,683.93	-590,683.93	.00	102,376.93	121.0%
64 WORKERS' COMP INSURANCE	-176,377	-176,377	-19,056.17	-19,056.17	.00	-157,320.83	10.8%
72 RDA REVOLVING LOAN FUND	-201,145	-201,145	-13,387.94	-13,387.94	.00	-187,757.06	6.7%
73 REDEVELOPMENT AGENCY	-1,005,000	-1,005,000	319.15	319.15	.00	-1,005,319.15	.0%
74 CEMETERY PERPETUAL CARE	-122,000	-122,000	-1,068.87	-1,068.87	.00	-120,931.13	.9%
78 LANDFILL CLOSURE	-4,800	-4,800	-1,245.60	-1,245.60	.00	-3,554.40	26.0%
83 RAP TAX	-714,000	-714,000	344.54	344.54	.00	-714,344.54	.0%
92 OPEB TRUST	0	0	-1,139.06	-1,139.06	.00	1,139.06	100.0%
99 INVESTMENT	0	0	-152,178.67	-152,178.67	.00	152,178.67	100.0%
GRAND TOTAL	-81,943,550	-81,943,550	-12,797,574.03	-12,797,574.03	.00	-69,145,975.97	15.6%

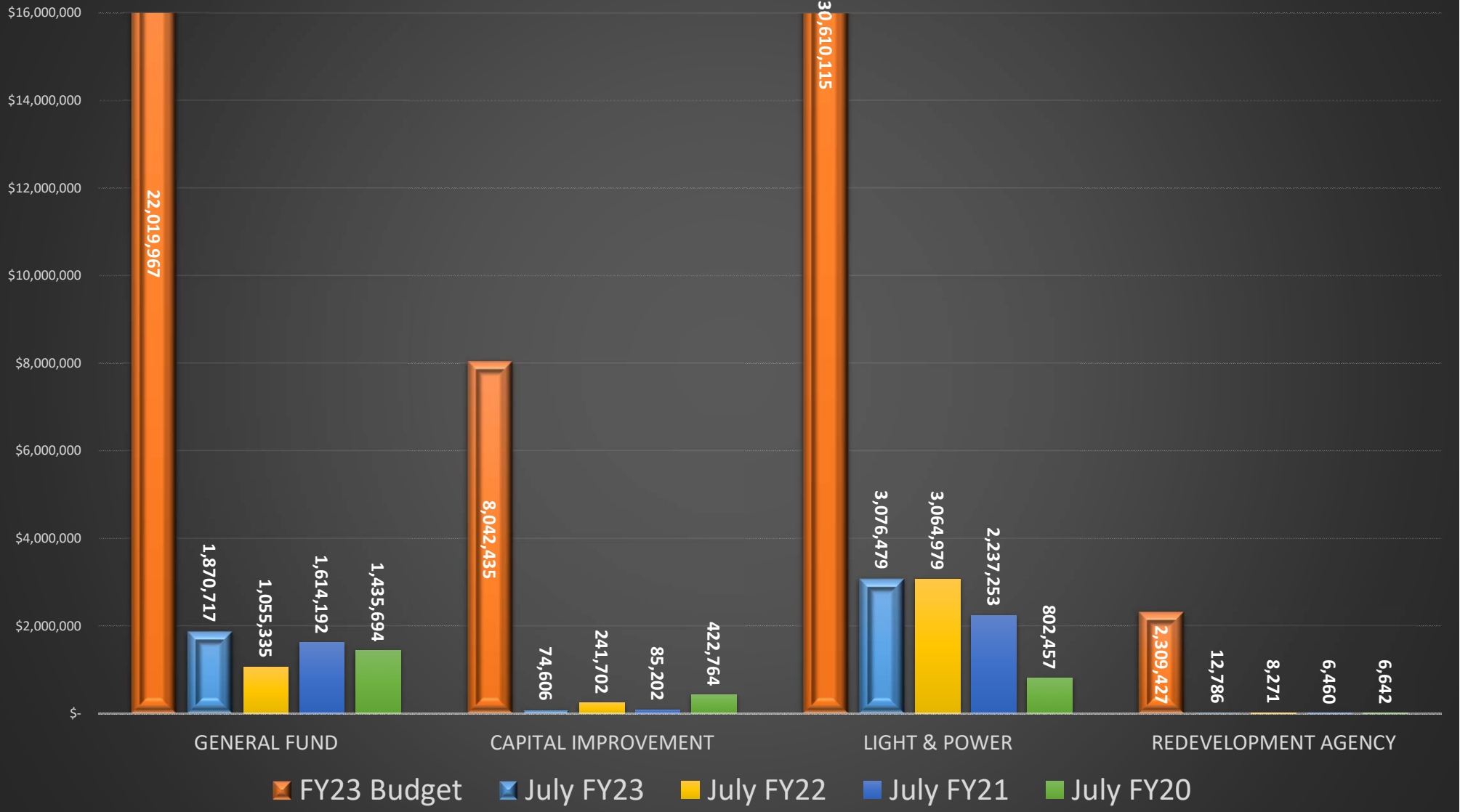
** END OF REPORT - Generated by Tyson Beck **

General Fund Detailed Expenditures - July 2022

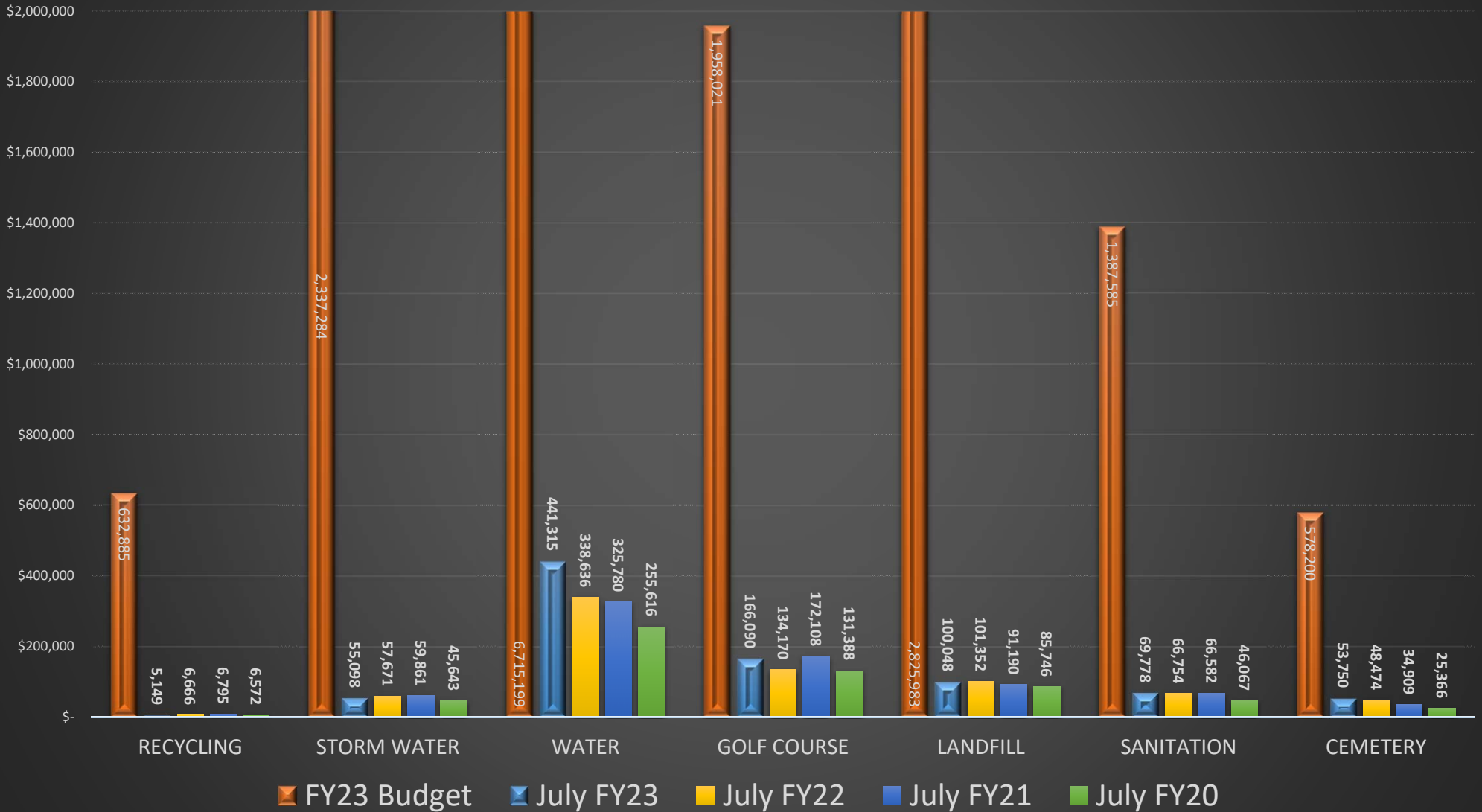
Fiscal 2023 YTD Expenditures Compared to Budget and also the Expenditures of the Same Timeframe of the Past Three Fiscal Years



July 2022 YTD (Fiscal 2023) Expenditures Compared to Budget and also the Expenditures of the Same Timeframe of the Past Three Fiscal Years



July 2022 YTD (Fiscal 2023) Expenses Compared Budget and also the Expenses of the Same Timeframe of the Past Three Fiscal Years



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Bountiful City Corporation
JULY 2022 - FY2023 YTD EXPENSE

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FOR 2023 01

JOURNAL DETAIL 2022 1 TO 2022 6

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
4110 Legislative	708,725	708,725	77,959.27	77,959.27	.00	630,765.73	11.0%
4120 Legal	405,503	405,503	24,230.31	24,230.31	.00	381,272.69	6.0%
4130 Executive	217,517	217,517	11,887.69	11,887.69	.00	205,629.31	5.5%
4134 Human Resources	187,050	187,050	14,870.62	14,870.62	.00	172,179.38	8.0%
4136 Information Technology	491,721	491,721	25,173.29	25,173.29	.00	466,547.71	5.1%
4140 Finance	456,922	456,922	31,105.39	31,105.39	.00	425,816.61	6.8%
4143 Treasury	137,163	137,163	-3,000.24	-3,000.24	.00	140,163.24	-2.2%
4160 Government Buildings	134,004	134,004	6,305.79	6,305.79	.00	127,698.21	4.7%
4210 Police	7,330,272	7,330,272	556,432.20	556,432.20	.00	6,773,839.80	7.6%
4215 Reserve Officers	10,000	10,000	.00	.00	.00	10,000.00	.0%
4216 Crossing Guards	155,710	155,710	.00	.00	.00	155,710.00	.0%
4217 School Resource Officer	442,899	442,899	9,289.60	9,289.60	.00	433,609.40	2.1%
4218 Liquor Control	42,000	42,000	833.33	833.33	.00	41,166.67	2.0%
4219 PSAP - E911	1,513,589	1,513,589	80,028.93	80,028.93	.00	1,433,560.07	5.3%
4220 Fire	2,541,250	2,541,250	635,809.00	635,809.00	.00	1,905,441.00	25.0%
4410 Streets	4,575,560	4,575,560	197,248.31	197,248.31	.00	4,378,311.69	4.3%
4450 Engineering	891,423	891,423	56,151.43	56,151.43	.00	835,271.57	6.3%
4510 Parks	1,400,815	1,400,815	126,676.63	126,676.63	.00	1,274,138.37	9.0%
4550 Trails	20,000	20,000	.00	.00	.00	20,000.00	.0%
4610 Planning	357,844	357,844	19,715.53	19,715.53	.00	338,128.47	5.5%
TOTAL GENERAL FUND	22,019,967	22,019,967	1,870,717.08	1,870,717.08	.00	20,149,249.92	8.5%
30 DEBT SERVICE							
4710 Debt Sevice	787,629	787,629	21,019.60	21,019.60	.00	766,609.40	2.7%
TOTAL DEBT SERVICE	787,629	787,629	21,019.60	21,019.60	.00	766,609.40	2.7%
45 CAPITAL IMPROVEMENT							
4110 Legislative	3,317,800	3,317,800	8,245.00	8,245.00	.00	3,309,555.00	.2%
4140 Finance	19,000	19,000	1,823.62	1,823.62	.00	17,176.38	9.6%
4160 Government Buildings	10,500	10,500	.00	.00	.00	10,500.00	.0%
4210 Police	877,635	877,635	.00	.00	.00	877,635.00	.0%
4410 Streets	2,992,500	2,992,500	405.00	405.00	.00	2,992,095.00	.0%

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Bountiful City Corporation
JULY 2022 - FY2023 YTD EXPENSE

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FOR 2023 01		JOURNAL DETAIL 2022 1 TO 2022 6						
	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED	
4510 Parks	95,000	95,000	64,132.00	64,132.00	.00	30,868.00	67.5%	
4550 Trails	730,000	730,000	.00	.00	.00	730,000.00	.0%	
TOTAL CAPITAL IMPROVEMENT	8,042,435	8,042,435	74,605.62	74,605.62	.00	7,967,829.38	.9%	
<hr/> 48 RECYCLING <hr/>								
4800 Recycling	632,885	632,885	5,148.52	5,148.52	.00	627,736.48	.8%	
TOTAL RECYCLING	632,885	632,885	5,148.52	5,148.52	.00	627,736.48	.8%	
<hr/> 49 STORM WATER <hr/>								
4900 Storm Water	2,337,284	2,337,284	55,097.50	55,097.50	.00	2,282,186.50	2.4%	
TOTAL STORM WATER	2,337,284	2,337,284	55,097.50	55,097.50	.00	2,282,186.50	2.4%	
<hr/> 51 WATER <hr/>								
5100 Water	6,715,199	6,715,199	441,314.93	441,314.93	.00	6,273,884.07	6.6%	
TOTAL WATER	6,715,199	6,715,199	441,314.93	441,314.93	.00	6,273,884.07	6.6%	
<hr/> 53 LIGHT & POWER <hr/>								
5300 Light & Power	30,610,115	30,610,115	3,076,478.78	3,076,478.78	.00	27,533,636.22	10.1%	
TOTAL LIGHT & POWER	30,610,115	30,610,115	3,076,478.78	3,076,478.78	.00	27,533,636.22	10.1%	
<hr/> 55 GOLF COURSE <hr/>								
5500 Golf Course	1,958,021	1,958,021	166,090.04	166,090.04	.00	1,791,930.96	8.5%	
TOTAL GOLF COURSE	1,958,021	1,958,021	166,090.04	166,090.04	.00	1,791,930.96	8.5%	
<hr/> 57 LANDFILL <hr/>								

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Bountiful City Corporation
JULY 2022 - FY2023 YTD EXPENSE

P 3
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FOR 2023 01		JOURNAL DETAIL 2022 1 TO 2022 6						
57	LANDFILL	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5700	Landfill	2,825,983	2,825,983	100,048.19	100,048.19	.00	2,725,934.81	3.5%
	TOTAL LANDFILL	2,825,983	2,825,983	100,048.19	100,048.19	.00	2,725,934.81	3.5%
<hr/>								
58	SANITATION							
5800	Sanitation	1,387,585	1,387,585	69,777.59	69,777.59	.00	1,317,807.41	5.0%
	TOTAL SANITATION	1,387,585	1,387,585	69,777.59	69,777.59	.00	1,317,807.41	5.0%
<hr/>								
59	CEMETERY							
5900	Cemetery	578,200	578,200	53,749.50	53,749.50	.00	524,450.50	9.3%
	TOTAL CEMETERY	578,200	578,200	53,749.50	53,749.50	.00	524,450.50	9.3%
<hr/>								
61	COMPUTER MAINTENANCE							
6100	Computer Maintenance	97,799	97,799	.07	.07	.00	97,798.93	.0%
	TOTAL COMPUTER MAINTENANCE	97,799	97,799	.07	.07	.00	97,798.93	.0%
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63	LIABILITY INSURANCE							
6300	Liability Insurance	696,701	696,701	598,807.61	598,807.61	.00	97,893.39	85.9%
	TOTAL LIABILITY INSURANCE	696,701	696,701	598,807.61	598,807.61	.00	97,893.39	85.9%
<hr/>								
64	WORKERS' COMP INSURANCE							
6400	Workers' Comp Insurance	325,110	325,110	112,955.98	112,955.98	.00	212,154.02	34.7%
	TOTAL WORKERS' COMP INSURANCE	325,110	325,110	112,955.98	112,955.98	.00	212,154.02	34.7%
<hr/>								
72	RDA REVOLVING LOAN FUND							

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Bountiful City Corporation
JULY 2022 - FY2023 YTD EXPENSE

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FOR 2023 01

JOURNAL DETAIL 2022 1 TO 2022 6

72	RDA REVOLVING LOAN FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
7200	RDA Revolving Loans	502,000	502,000	217.21	217.21	.00	501,782.79	.0%
	TOTAL RDA REVOLVING LOAN FUND	502,000	502,000	217.21	217.21	.00	501,782.79	.0%
<hr/>								
73	REDEVELOPMENT AGENCY							
7300	Redevelopment Agency	1,807,427	1,807,427	12,568.81	12,568.81	.00	1,794,858.19	.7%
	TOTAL REDEVELOPMENT AGENCY	1,807,427	1,807,427	12,568.81	12,568.81	.00	1,794,858.19	.7%
<hr/>								
74	CEMETERY PERPETUAL CARE							
7400	Cemetery Perpetual Care	1,740	1,740	144.24	144.24	.00	1,595.76	8.3%
	TOTAL CEMETERY PERPETUAL CARE	1,740	1,740	144.24	144.24	.00	1,595.76	8.3%
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83	RAP TAX							
8300	RAP Tax	1,303,739	1,303,739	51,068.47	51,068.47	.00	1,252,670.53	3.9%
	TOTAL RAP TAX	1,303,739	1,303,739	51,068.47	51,068.47	.00	1,252,670.53	3.9%
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92	OPEB TRUST							
9200	OPEB Trust	0	0	1,190.77	1,190.77	.00	-1,190.77	100.0%
	TOTAL OPEB TRUST	0	0	1,190.77	1,190.77	.00	-1,190.77	100.0%
	GRAND TOTAL	82,629,819	82,629,819	6,711,000.51	6,711,000.51	.00	75,918,818.49	8.1%

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

City Council Staff Report



Subject: Floor Refinish 950 S 200 W Property
Author: Shop/Fleet Supervisor
Department: Street/Sanitation/Storm Water/Parks
Date: September 13, 2022

Background

The Streets/Parks building located at the 950 S 200 W has flooring in need of remediation. The existing original vinyl tile has been in service for approximately 31 years. The tile is broken and partially detached in many areas and is worn to the point that replacement would be the only valid option. In consideration of the rugged environment and heavy foot traffic at this location, staff has concluded that the best value and outcome for Bountiful City will be to remove the existing vinyl tile and refinish the bare concrete. Staff has determined that a polished concrete floor will best serve the use and maintenance demands at this location.

Analysis

Staff received three bids to remove the existing flooring and polish the concrete:

Quality Pro-	\$26,625.
Sunwest Flooring-	\$29,358.
Stone Touch-	\$33,950.

The bids from the three vendors listed were for nearly identical products. Quality Pro provided the lowest bid.

Department Review

This report was reviewed by the Streets/Sanitation/Storm Water Director, the Parks Director, the Public Works Director, and the City Manager.

Significant Impacts

Funding for this project will be divided between the Streets, Parks, Storm Water, and Sanitation Departments budgets.

Recommendation

Staff recommends the Council approve the purchase of demolition, preparation and refinishing of the concrete floor of the main operations building located at the 950 S 200 W Bountiful City property from Quality Pro for the amount of \$26,625.

Attachments

None (All bids are available for review if desired.)

City Council Staff Report

Subject: Flood Damage Prevention Ordinance Update
Author: Todd Christensen, Assistant City Engineer
Department: Engineering
Date: September 13, 2022



Background

FEMA has revised the Davis County Flood Insurance Rate Maps (FIRMs), a process that was started more than a decade ago. Throughout this process, city staff met many times with those involved. The maps and accompanying Flood Insurance Study will become effective September 15, 2022. To remain in good standing with the NFIP and eligible for federal disaster assistance, the City must have flood regulations meeting minimum standards including the adoption of the revised FIRMs.

Analysis

To help ensure that Bountiful remains in good standing with the National Flood Insurance Program, a FEMA representative has reviewed Bountiful's floodplain management regulations. The reviewer provided some recommendations for ordinance revisions. The most substantial recommendation was for our flood ordinance to explicitly require that the lowest floor of any new building in a flood zone be at an elevation at least one foot above the flood elevation. This is also required by the current building code. Most other recommended changes are to correct references to other parts of the ordinance.

Department Review

This proposal has been reviewed by the City Engineer and City Attorney.

Significant Impacts

No significant impacts are anticipated.

Recommendation

Staff recommends that the City Council adopt Ordinance 2022-08 adopting the proposed changes to the Flood Damage Prevention Ordinance.

Attachments

Existing Flood Map
Revised Flood Map
Ordinance 2022-08
City Code Chapter 16: Flood Damage Prevention Ordinance, showing proposed changes

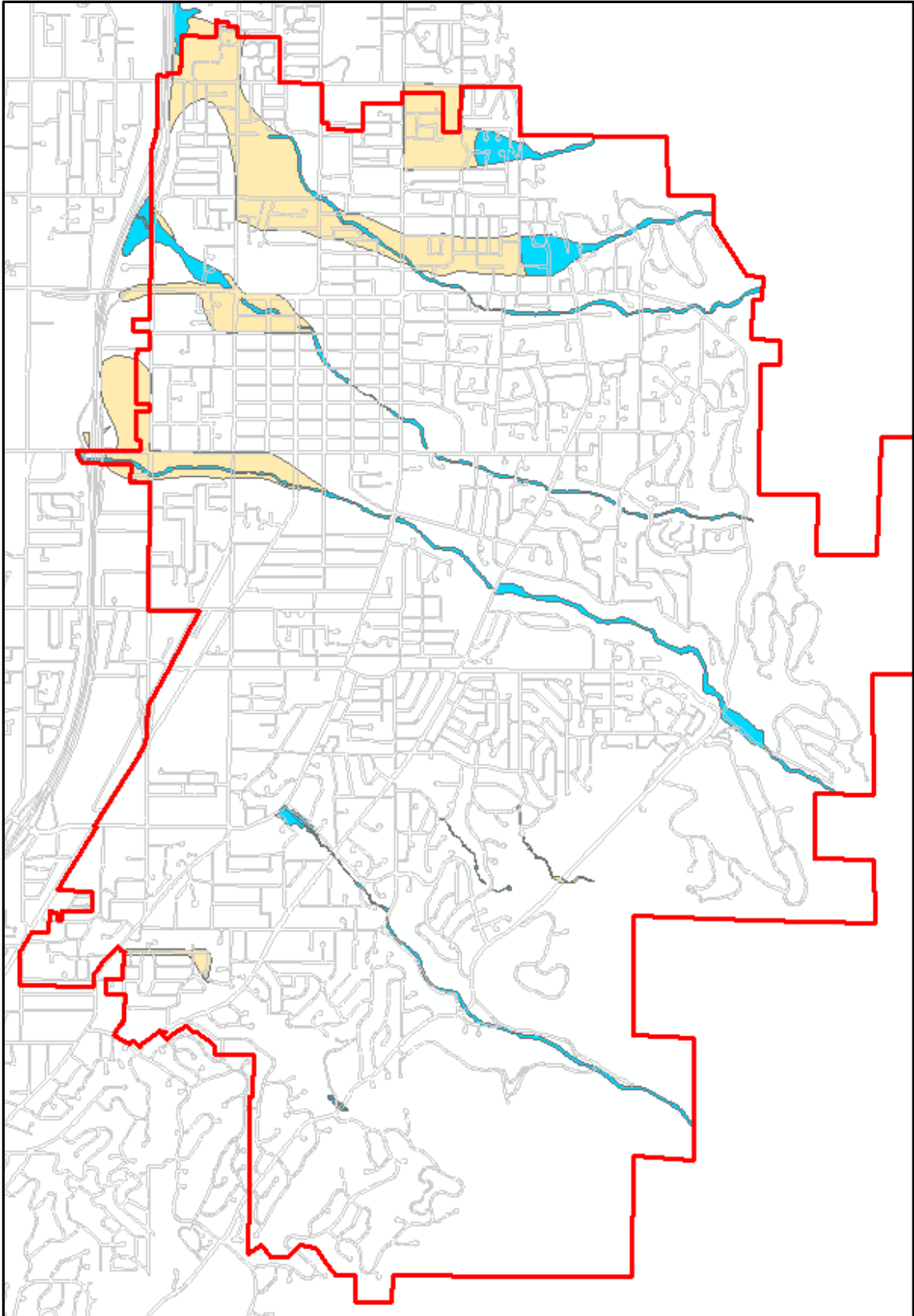


Figure 1 Existing FEMA Flood Zones

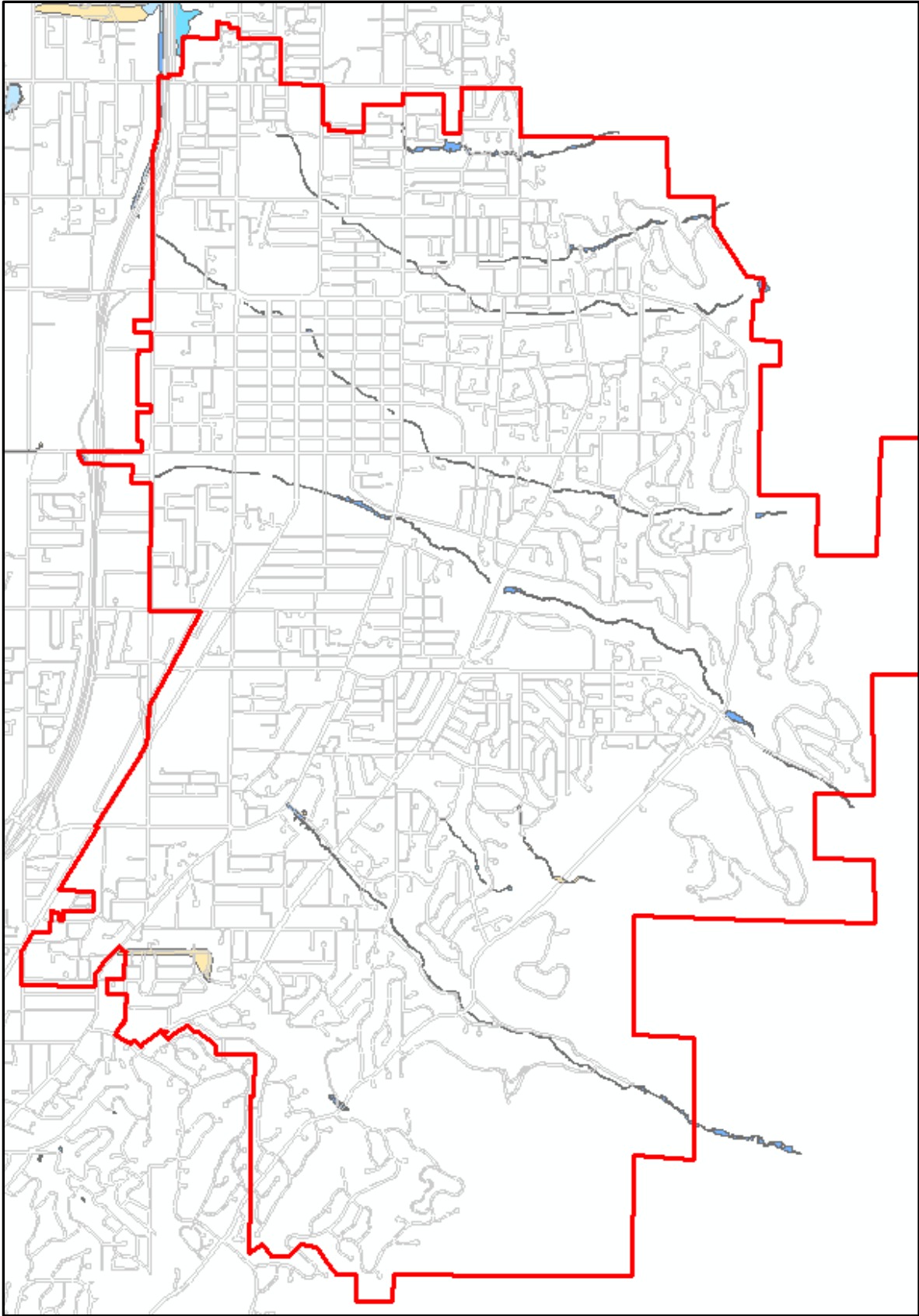


Figure 2 Revised FEMA Flood Zones



BOUNTIFUL

Bountiful City Ordinance No. 2022-08

MAYOR
Kendalyn Harris

CITY COUNCIL
Millie Segura Bahr
Jesse Bell
Kate Bradshaw
Richard Higginson

CITY MANAGER
Gary R. Hill

An Ordinance amending the Bountiful City Code to establish a Flood Damage Prevention Ordinance.

It is the finding of the Bountiful City Council that:

1. The Federal Government has mandated that cities throughout the United States, including Bountiful City, adopt a Flood Damage Prevention Ordinance. Non-compliance with this mandate will subject the city and its residents to a potentially severe financial penalty.
2. Under § 10-8-84 of the Utah Code the City Council is empowered to pass all ordinances and rules, and make all regulations, as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort and convenience of the bountiful and its inhabitants.
3. Under § 10-8-38 of the Utah Code the City Council is empowered to construct, reconstruct, maintain and operate culverts, drains, and all systems necessary to the proper drainage requirements of the city and to regulate the use and construction thereof.

Be it ordained by the City Council of Bountiful, Utah:

SECTION 1. Title 6, Chapter 16 of the Bountiful City Code is added as follows:

See the attached **EXHIBIT A: Flood Damage Prevention Ordinance**, which is attached hereto and incorporated by this reference.

SECTION 2. Severability. If any provisions of this ordinance is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

SECTION 3. Effective Date. This ordinance shall take effect immediately upon first passage.

Adopted by the City Council of Bountiful, Utah, this 13th day of September 2022.

Kendalyn Harris, Mayor

Shawna Andrus, City Recorder

EXHIBIT A

Chapter 16: Flood Damage Prevention Ordinance

6-16-101. Statutory Authorization, Findings of Fact, Purpose and Methods.

- (a) Statutory Authorization. The Legislature of the State of Utah has in Section 10-8-38 of the Utah Code delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses. Therefore, the Bountiful City Council does hereby ordain as follows:
- (b) Findings of Fact.
 - (1) The flood hazard areas of Bountiful, Utah, are subject to periodic inundation which may potentially result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.
 - (2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazards areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.
- (c) Statement of Purpose.

It is the purpose of this ordinance to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
 - (2) Minimize expenditure of public money for costly flood control projects;
 - (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
 - (4) Minimize prolonged business interruptions;
 - (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in flood-plains;
 - (6) Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas; and
 - (7) Ensure that potential buyers are notified that property is in a flood area.
- (d) Methods of Reducing Flood Losses
- (1) In order to accomplish its purposes, this ordinance uses the following methods:
 - (2) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
 - (3) Require that uses vulnerable to floods, including facilities which serve such uses, be

protected against flood damage at the time of initial construction;

- (4) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- (5) Control filling, grading, dredging and other development which may increase flood damage;
- (6) Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

6-16-102. Definitions.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

ALLUVIAL FAN FLOODING -- means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

APEX - means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

AREA OF SHALLOW FLOODING - means a designated AO, AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a one percent chance or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

AREA OF SPECIAL FLOOD HAZARD - is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

BASE FLOOD -means the flood having a one percent chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE) - The elevation shown on the Flood Insurance Rate Map for zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

BASEMENT - means any area of the building having its floor sub-grade (below ground level) on all sides.

CRITICAL FEATURE - means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

DEVELOPMENT -means any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

ELEVATED BUILDING -means a non-basement building (i) built, in the case of a building in Zones A1-30,

AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1-30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls met the standards of Section 60.3(e)(5) of the National Flood Insurance Program regulations.

EXISTING CONSTRUCTION - means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION- means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING -means a general and temporary condition of partial or complete inundation of normally dry land areas from:

1. the overflow of inland or tidal waters.
2. the unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD INSURANCE RATE MAP (FIRM) - means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY - is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary-Floodway Map.

FLOODPLAIN OR FLOOD-PRONE AREA - means any land area susceptible to being inundated by water from any source (see definition of flooding).

FLOODPLAIN MANAGEMENT - means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS - means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such

state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOOD PROTECTION SYSTEM -means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOOD PROOFING - means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY (REGULATORY FLOODWAY) - means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

HIGHEST ADJACENT GRADE - means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

HISTORIC STRUCTURE - means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or
4. Individually listed on a local inventory or historic places in communities with historic preservation programs that have been certified either:
 - a) by an approved state program as determined by the Secretary of the Interior; or
 - b) directly by the Secretary of the Interior in states without approved programs.

LEVEE -means a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM -means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST FLOOR - means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as

to render the structure in violation of the applicable non-elevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

MANUFACTURED HOME - means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

MANUFACTURED HOME PARK OR SUBDIVISION - means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the [National Geodetic North Vertical American Vertical Datum \(NGVDNAVD\)](#) of 1988~~29~~ or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

NEW CONSTRUCTION - means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION - means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

RECREATIONAL VEHICLE - means a vehicle which is:

1. built on a single chassis;
2. 400 square feet or less when measured at the largest horizontal projections;
3. designed to be self-propelled or permanently towable by a light duty truck; and
4. designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

SPECIAL FLOOD HAZARD AREA (SFHA) - An area having special flood, mudflow, or flood-related erosion hazards, and shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map as Zone A, AO, A1-A30, AE, A99, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, AR/A1-A30, V~~1~~-V30, VE or V. For the purpose of determining Community Rating System premium discounts, all AR and A99 zones are treated as non-SFHAs.

START OF CONSTRUCTION - (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the

actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE - means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE - means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT - means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions or
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

VARIANCE - is a grant of relief to a person from the requirement of this ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this ordinance. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

VIOLATION - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION - means the height, in relation to the [National Geodetic North American Vertical Datum \(NGVD\) of 1988](#) (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

6-16-103. General Provisions.

- (a) Lands to which this Ordinance applies.

The ordinance shall apply to all areas of special flood hazard within the jurisdiction of Bountiful City.

- (b) Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current effective scientific and engineering report entitled, "The Flood Insurance Study for Davis County, Utah" with accompanying Flood Insurance Rate Maps and Flood Boundary-Floodway Maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

- (c) Establishment of development permit. A Development Permit is required to ensure conformance with the provisions of this ordinance.
- (d) Compliance. No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this ordinance and other applicable regulations.
- (e) Abrogation and greater restrictions.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

- (f) Interpretation.

In the interpretation and application of this ordinance, all provisions shall be:

- 1 considered as minimum requirements;
- 2 liberally construed in favor of the governing body; and
- 3 deemed neither to limit nor repeal any other powers granted under State statutes or City ordinances.

- (g) Warning and disclaimer of liability.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made thereunder.

6-16-104. ADMINISTRATION

a) DESIGNATION OF THE FLOODPLAIN ADMINISTRATOR

The City Engineer or his authorized representative is hereby appointed the Floodplain Administrator to administer and implement the provisions of this ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

(b) DUTIES & RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR

Duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- 1 Maintain and hold open for public inspection all records pertaining to the provisions of this ordinance.
- 2 Review permit application to determine whether proposed building site, including the placement of manufactured homes, will be reasonably safe from flooding.
- 3 Review, approve or deny all applications for development permits required by adoption of this ordinance.

- 4 Review permits for proposed development to assure that all necessary permits have been obtained from those Federal, State or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- 4 5 Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation.
- 6 Notify, in riverine situations, adjacent communities prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- 7 Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- 8 When base flood elevation data has not been provided in accordance with [part 6-16-103\(b\), Article 3, Section B](#), the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a Federal, State or other source, in order to administer the provisions of [section 6-16-105](#).
- 9 When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- 910 ~~10~~ Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one foot, provided that the community **first** applies for a conditional FIRM revision through FEMA (Conditional Letter of Map Revision).

(c) PERMIT PROCEDURES

Application for a Development Permit shall be presented to the Floodplain Administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- 1 Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
- 2 Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
- 23 ~~3~~ A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of [Article 6-16-105\(5, Section Bb\)\(2\)](#);
- 4 Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development.
- 5 Maintain a record of all such information in accordance with [Article 4, Section \(B\)\(16-16-104\(b\)1\)](#).

Approval or denial of a Development Permit by the Floodplain Administrator shall be based on all of the provisions of this ordinance and the following relevant factors:

- 1 The danger to life and property due to flooding or erosion damage;

- 2 The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- 3 The danger that materials may be swept onto other lands to the injury of others;
- 4 ~~The compatibility of the proposed use with existing and anticipated development;~~
- 45 ~~5—~~The safety of access to the property in times of flood for ordinary and emergency vehicles;
- 6 The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
- 7 The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- 8 The necessity to the facility of a waterfront location, where applicable;
- 9 The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- 10 The relationship of the proposed use to the comprehensive plan for that area.

(d) VARIANCE PROCEDURES

- 1 The appeal Board as established by the community shall hear and render judgment on requests for variances from the requirements of this ordinance.
- 2 The Appeal Board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of this ordinance.
- 3 Any person or persons aggrieved by the decision of the Appeal Board may appeal such decision in the courts of competent jurisdiction.
- 4 The Floodplain Administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- 5 Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the State Inventory of Historic Places, without regard to the procedures set forth in the remainder of this ordinance.
- 6 Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in [Section part C\(2\) of this Article-section](#) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- 7 Upon consideration of the factors noted above and the intent of this ordinance, the Appeal Board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this ordinance (~~A6-16-110(c) Article 1, Section C~~).
- 8 Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- 9 Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
- 10 Prerequisites for granting variances:
 - a. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - b. Variances shall only be issued upon:
 - i. showing a good and sufficient cause;
 - ii. a determination that failure to grant the variance would result in exceptional hardship to the applicant, and

- iii. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - c. Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
11. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:
- a) the criteria outlined in ~~A6-16-104(d) 1-9 Article 4, Section D(1)-(9)~~ are met, and
 - b) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

6-16-105. PROVISIONS FOR FLOOD HAZARD REDUCTION

(a) GENERAL STANDARDS

In all areas of special flood hazards all new construction, substantial improvements and manufactured homes shall ~~be~~:

- 1 be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- 2 be constructed by methods and practices that minimize flood damage;
- 3 be constructed with materials resistant to flood damage;
- 4 be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- 5 be designed to minimize or eliminate infiltration of flood waters into the system;
- 6 be designed to minimize or eliminate infiltration of flood waters into the sanitary sewage system and discharge from the sanitary sewage systems into flood waters; and,
- 7 have any on site waste disposal systems located to avoid impairment to them or contamination from them during flooding.

(b) SPECIFIC STANDARDS

In all areas of special flood hazards where base flood elevation data has been provided as set forth in (i) ~~A6-16-103(b) Article 3, Section B~~, (ii) ~~Article 4, Section B(8)~~, or (iii) ~~6-16-105(c) 3 Article 5, Section C(3)~~, the following provisions are required:

- 1 Residential Construction -new construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to ~~or~~ at least one foot above the base flood elevation. A registered professional engineer, architect, or land surveyor shall

submit a certification to the Floodplain Administrator that the standard of this subsection as proposed in ~~A6-16-104(c) Article 4, Section C(1)a.~~, is satisfied.

- 2 Nonresidential Construction - new construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to ~~or~~ at least one foot above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the Floodplain Administrator.
- 3 Enclosures - new construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood
- 3 forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
 - a) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b) The bottom of all openings shall be no higher than one foot above grade.
 - c) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

4. **Manufactured Homes -**

- a) ~~Require that a~~All manufactured homes to be placed within Zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.
- b) ~~Require that m~~Manufactured homes ~~that are to be~~ placed or substantially improved within Zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to at least one foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

- c) ~~Require that m~~Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision with Zones A1-30, AH and AE on the community's FIRM that are not otherwise subject to the provisions of paragraph (4) of this section must be elevated so that either:
 - 1) the lowest floor of the manufactured home is at or above the base flood elevation, or
 - 2) the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
5. **Recreational Vehicles** - ~~Require that r~~recreational vehicles placed on sites within Zones A1-30, AH, and AE on the community's FIRM either:
- a) be on the site for fewer than 180 consecutive days,
 - ~~b)~~ be fully licensed and ready for highway use, or
 -
 - b)
 - c) meet the permit requirements of 6-16-104(c)1, Article 4, Section C(1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(c) STANDARDS FOR SUBDIVISION PROPOSALS

- 1 All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with ASection 6-16-101rticle 1, Sections parts B, C, and D of this ordinance.
- 2 All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet Development Permit requirements of ASection 6-16-103rticle 3, Section-part C; Article-Section 6-16-1044, Sectionpart C; and the provisions of Article-56-16-105 of this ordinance.
- 1 ~~3.~~ Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions
- 23 which is greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to Article 3, Section B6-16-103(b) or Article 4, Section B (8)6-16-104(b)8 of this ordinance.
- 34 All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- 45 All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(d) STANDARDS FOR AREAS OF SHALLOW FLOODING (AO/AH ZONES)

Located within the areas of special flood hazard established in [A6-16-103\(b\)rticle 3, Section B](#), are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of 1 to 3 feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- 1 All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).
- 2 All new construction and substantial improvements of non-residential structures;
 - ~~3~~
 - a) have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified), or;
 - b) together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and [hydrodynamic loads of effects of buoyancy.](#)
- ~~3~~ A registered professional engineer or architect shall submit a certification to the Floodplain Administrator that the standards of this Section, as proposed in 6-16-104, part (c)1a., are satisfied.
- ~~b)4~~ Within Zones AH or AO adequate drainage paths are required around structures on slopes, to guide flood waters around and away from proposed structures

City Council Staff Report

Subject: Agreement with US Forest Service for Trails and Bridges
Author: Todd Christensen, Assistant City Engineer
Department: Engineering
Date: September 13, 2022



Background

About one year ago, Bountiful filed a NEPA application with the US Forest Service requesting several trails to be constructed in the Mueller Park and North Canyon area. Since that time the city has coordinated closely with the US Forest Service as we have worked toward approval of these trails and bridges. A formal Decision Memo was issued to Bountiful City in July, in which the Forest Service acknowledged support for most of the proposed trails. A formal agreement with the Forest Service is the next step in the approval process.

Analysis

The agreement spells out the terms under which any work on the trails and bridges will need to be performed. The main points of the agreement include the City's obligation to perform environmental survey work for the trails, build all trails and bridges to Forest Service standards, coordinate all work with the Forest Service, and perform ongoing maintenance of the trails built. The agreement also has an allowance for some trails to be built by US Forest Service crews, then reimbursed by the City. This would only be done if the City and Forest Service decide to do so. An anticipated work schedule and list of approved trails is included.

The steps needed to be taken before building the trails, in addition to the agreement being executed, is that the Forest Service personnel walk the flag lines and concur with our final plans. This has already been done for the Summerwood Trail, so we plan to begin building that trail very soon. Several other trails we plan to bid out this fall so that construction can begin as soon as possible next year. As for bridges, the process is different. They need to first support the siting of each bridge. This has been done for two of the three bridges. Then, they will need to thoroughly review and approve bridges in a bridge design package. After preliminary approval, we can proceed with shop drawings and contract(s) which will also need Forest Service approval.

Department Review

This proposal has been reviewed by the City Engineer and City Attorney.

Significant Impacts

No significant impacts are anticipated.

Recommendation

Staff recommends that the City Council authorize the execution of the Challenge Cost Share Agreement between the City of Bountiful and the Forest Service.

Attachments

Map1 of Trails Accompanying NEAP Application

Map2 of Trails Accompanying NEAP Application

Challenge Cost Share Agreement between the City of Bountiful and the USDA, Forest Service

HIDDEN LAKE TRAILHEAD AND THE BONNEVILLE SHORELINE TRAIL

BOUNTIFUL UTAH

TRAIL DATA

ROUTE ID	NAME	STATUS	TRAIL USER	RECORDED USER	MAINTAINED USER	DIFFICULTY	DIRECTION	ACTION	MARKER #
101	BONNEVILLE SHORELINE TRAIL	CON	BIKE, HIKER, HORSE, PINE	BIKE, HIKER, HORSE, PINE	BIKE, HIKER, HORSE, PINE	GREEN	BI	TO FLAG	4212, 4213, 4214
112	BONNEVILLE SHORELINE TRAIL	CON	BIKE, HIKER, HORSE, PINE	BIKE, HIKER, HORSE, PINE	BIKE, HIKER, HORSE, PINE	GREEN	BI	TO FLAG	4215, 4216, 4217
113	TO BE DETERMINED	CON	BIKE, HIKER, HORSE, PINE	BIKE, HIKER, HORSE, PINE	BIKE, HIKER, HORSE, PINE	BLUE	BI	MARK SIGN	4218, 4219, 4220
401	TO BE DETERMINED	CON	BIKE, HIKER, HORSE, PINE	BIKE, HIKER, HORSE, PINE	BIKE, HIKER, HORSE, PINE	RED	BI	TO FLAG	4221, 4222

ABBREVIATIONS: REC - PLOTTED; CON - CONCEPT; DIR - DIRECTION; BI - BI-DIRECTIONAL; NI - NOT PLOTTABLE; NI* - NOT PLOTTABLE; B* - BI-DIRECTIONAL

SEE NEAP FOR COMPLETE INFORMATION. TRAIL SHIP FOR FULL ATTRIBUTES DATA.

Prepared for:



Prepared by:

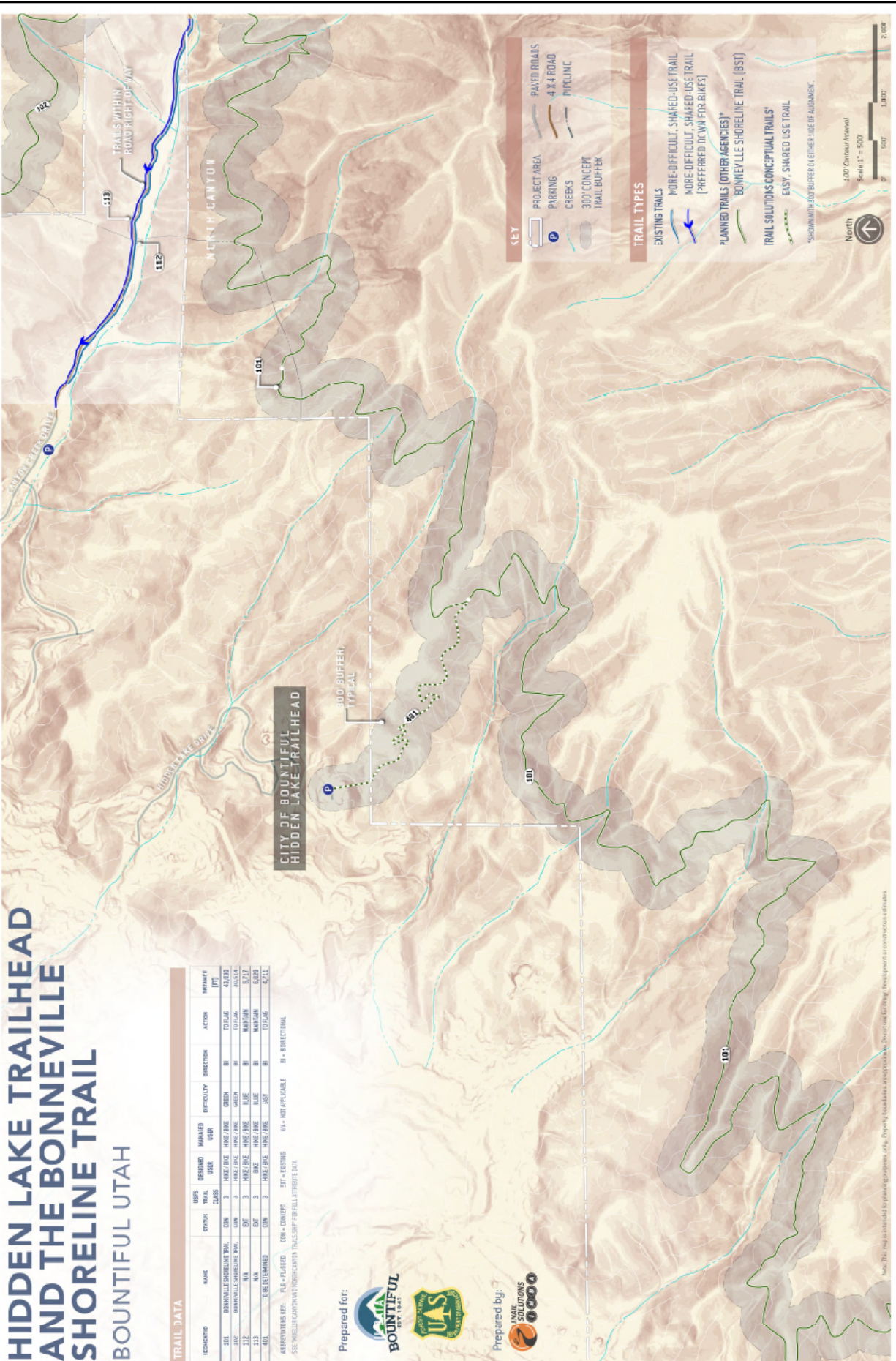



Figure 2 Map2 of Trails Accompanying NEAP Application



FS Agreement No. 22-CS-11041901-061

City of Bountiful Agreement No. _____

CHALLENGE COST SHARE AGREEMENT
Between The
CITY OF BOUNTIFUL
And The
USDA, FOREST SERVICE
INTERMOUNTAIN REGION
UINTA-WASATCH-CACHE NATIONAL FOREST
SALT LAKE RANGER DISTRICT

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the City of Bountiful, hereinafter referred to as “Bountiful City,” and the United States Department of Agriculture (USDA), Forest Service, Intermountain Region, Uinta-Wasatch-Cache National Forest, Salt Lake Ranger District hereinafter referred to as the “U.S. Forest Service,” under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154.

Background: The proposed Mueller Park and North Canyon trail network in Bountiful, Utah is needed to provide quality recreation opportunities along the urban forest intended that a professionally designed and constructed trails will help Bountiful City protect watershed values, wildlife habitat and the scenic quality of the area, and to draw downhill mountain bike traffic off of Mueller Park Trail (making it safer and more enjoyable for hiker and uphill traffic) and to create loop/network opportunities and connectivity with the Bonneville Shoreline Trail (BST).

Title: Mueller Park North Canyon Trail Network

I. PURPOSE:

The purpose of this agreement is to document the cooperation between the parties to construct and reconstruct trails within the Mueller Park and North Canyon area in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.

Location is East of Bountiful City in Mueller Park and North Canyon

The existing U.S. Forest Service trail system above Bountiful, Utah in Davis County currently lacks adequate connectivity, experiences user conflicts and is often congested. The U.S. Forest Service would like to see trail improvements and new trail construction to improve connectivity, reduce user risk//conflicts, provide additional recreation



opportunities for people of all abilities and disperse traffic on the trail system. Without implementing the proposed work this area will continue to see user conflicts grow as the surrounding population increases. Users will naturally try to mitigate conflict by widening areas to create space, increasing damage to the surrounding ecosystem.

The current situation in Mueller Park is a concern for the U.S. Forest Service as it is a highly frequented area located only 5 miles from Bountiful City and offers options for multiple user groups. This area is a nesting ground and migration path for wildlife, maintaining its integrity is part of the mission of the U.S. Forest Service.

Improvement projects are expected to start at the end of 2022 and end by 2027.

Bountiful City will contract and oversee construction of trails and bridges and ensure timely coordination with the U.S. Forest Service. Bountiful City will ensure that no subsequent step is undertaken before acquiring necessary approvals. The U.S. Forest Service will maintain final responsibility throughout the process and will provide technical expertise, labor, sign ordering and installation.

Bountiful City plans to contract qualified professional trail builders to construct the trail system. Bountiful City plans to use City personnel, U.S. Forest Service trail crew and volunteers for assistance.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Mission of Bountiful City Trails is to connect all people, user abilities, and communities with their natural environment by promoting healthy active lifestyles, responsible public access and use, minimizing trail impacts through sustainable design and construction, and providing a broad range of outdoor recreational activities while protecting these precious resources for future generations.

The mission of the U.S. Forest Service is to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations. The U.S. Forest Service commitment to land stewardship and public service is the framework within which natural resources are managed. Through implementation of land and resource management plans, the agency ensures sustainable ecosystems by restoring and maintaining species diversity and ecological productivity that helps provide recreation, water, timber, minerals, fish, wildlife, wilderness, recreation and aesthetic values for current and future generations of people.

Together the parties will work towards common goals of ensuring sustainable ecosystems by implementing a management plan that accounts for the needs of the diverse user groups as well as the needs of the biological community.

In Consideration of the above premises, the parties agree as follows:



III. BOUNTIFUL CITY SHALL:

- A. LEGAL AUTHORITY. Bountiful City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used for official U.S. Forest Service business only in accordance with FSH 7109.19, Ch. 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement.
- C. BUILDING AND COMPUTER ACCESS BY NON-U.S. FOREST SERVICE PERSONNEL. Bountiful City may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for mandatory security awareness and role-base advanced security training and sign all applicable U.S. Forest Service statements of responsibilities.
- D. Perform work in accordance with the included NEPA decision.
- E. Identify all locations where trails will cross wetlands and waterways, secure appropriate state and federal permits. Involve U.S. Forest Service Hydrologists and Engineers at a stage where alternative locations could be identified if necessary, and early enough that timelines can be met.
- F. Contract with a qualified 3rd party environmental consultant to perform cultural resource surveys for trail alignments, coordinate with U.S. Forest Service Archeologist(s), and submit reports of cultural resource findings to U.S. Forest Service.
- G. Contract with a qualified 3rd party environmental consultant to perform natural resource surveys for trail alignments, coordinate with U.S. Forest Service Biologists, and submit reports of natural resource findings to U.S. Forest Service.
- H. Perform mitigation measures as recommended by contracted 3rd party Natural Resource environmental consultant and required by U.S. Forest Service to control the spread of noxious weeds in all areas of trail construction.



- I. Contract a professional trail builder, with documented success in design/build projects, to complete layout and tread construction on segments of new trails.
- J. Layout and build trails according to the design standards described in U.S. Forest Service handbook, decision memo and all appendices included in this agreement.
- K. Ensure U.S. Forest Service approval and involvement before each of the following milestones:
 - a. Review contract(s) before going to bid.
 - b. Review contractor qualifications before final selection is made.
 - c. Meeting with City and contractor(s) to review purpose and need, design criteria, and process.
 - d. Review flagline of each trail segment before construction.
 - e. Review 1st ¼ mile of trail before further tread is constructed.
 - f. Review first approved constructed structure before completion.
- L. Bountiful City is responsible for fulfilling all non-Forest requirements, for example: kern river pipeline coordination, access across private property, surveys near private property, water/flood control etc.
- M. Provide oversight to all contracts and ensure contractor is safely performing work in accordance with all above standards.
- N. Use Bountiful City personnel to assist the contractor, where needed, for construction of trails.
- O. Coordinate with U.S. Forest Service Trails Program Manager regularly throughout the project. At a minimum, biweekly, during work season and at milestone outlined in Scope of Work.
- P. Provide U.S. Forest Service with digital files of as-built trails.
- Q. Perform ongoing trail maintenance using employees and volunteers.
- R. Ensure all employees and volunteers have received appropriate training and oversight and are using Personal Protective Equipment appropriate for the job. If using volunteers, volunteer agreements must be in place with the U.S. Forest Service.
- S. Provide up to **\$263,197.60** of funding to the U.S. Forest Service for personnel, signs, sign lumber and hardware for work under this agreement.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide design criteria for trail structures and trail layout.



- B. Design and install trail junction signs on National Forest System land.
- C. Approve all flagline prior to construction.
- D. Assist in trail construction according to Scope of Work.
- E. Evaluate water crossings and provide technical assistance to Bountiful City as Bountiful City seeks permits and develops bridge design and installation plans.
- F. Asses proposed alterations to the approved alignment.
- G. Meet with Bountiful City employees and contractors at key milestones described in scope of work, and/or once monthly during the work season.
- H. Retain final decision-making and responsibility for all trail construction on NFS lands.
- I. REIMBURSABLE BILLING TO BOUNTIFUL CITY. The maximum total cost liability to Bountiful City for this agreement is **\$263,197.60**. The U.S. Forest Service shall bill Bountiful City for funds sufficient to cover the costs for specific payment period. All reimbursement billings must be completed within the same fiscal year as U.S. Forest Service expenditures. **Overhead shall not be assessed.**

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Bountiful City Contacts:

<u>Bountiful City Project Contact</u>	<u>Bountiful City Financial Contact</u>
Todd Christensen Assistant City Engineer Bountiful City 795 South Main Street Bountiful, Utah 84010 Telephone: (801) 298-6125 FAX: NA Email: toddc@bountiful.gov	Todd Christensen Assistant City Engineer Bountiful City 795 South Main Street Bountiful, Utah 84010 Telephone: (801) 298-6125 FAX: NA Email: toddc@bountiful.gov



Principal U.S. Forest Service Contacts:

<u>U.S. Forest Service Program Manager Contact</u>	<u>U.S. Forest Service Administrative Contact</u>
Zinnia Wilson Natural Resource Specialist U.S. Forest Service Uinta-Wasatch-Cache National Forest Salt Lake Ranger District 6944 South 3000 East Salt Lake City, Utah 84121 Telephone: (385) 377-2107 FAX: (801) 733-2684 Email: Zinnia.wilson@usda.gov	Marci Bodell Grants Management Specialist U.S. Forest Service Uinta-Wasatch-Cache National Forest 857 West South Jordan Parkway South Jordan, Utah 84095-8594 Telephone: (801) 999-2122 FAX: (801) 253-8118 Email: marci.bodell@usda.gov

B. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Bountiful City are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To Bountiful City, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

C. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts the U.S. Forest Service or Bountiful City from participating in similar activities with other public or private agencies, organizations, and individuals.

D. **ENDORSEMENT.** Any of Bountiful City’s contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Bountiful City's products or activities.

E. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for Bountiful City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service’s Office of Communications (Washington Office). A written request will be submitted by the U.S. Forest Service Region 4 Uinta-Wasatch-Cache National Forest to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service, Region 4,



Uinta-Wasatch-Cache National Forest will notify the Bountiful City when permission is granted.

- F. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. Bountiful City agree(s) that any of Bountiful City's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as Bountiful City has hereby willingly agreed to assume these responsibilities.

Further, Bountiful City shall provide any necessary training to Bountiful City's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. Bountiful City shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

- G. NON-FEDERAL STATUS FOR COOPERATOR LIABILITY. Bountiful City agree(s) that any of Bountiful City's employees and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), and Bountiful City hereby willingly agree(s) to assume these responsibilities.

Bountiful City agree(s) that, except as otherwise provided in this provision below, of Bountiful City's volunteers shall not be deemed to be Federal employees and shall not be subject to the provisions of law relating to Federal employment, including those relating to hours of work, rates of compensation, leave, unemployment compensation, and Federal employee benefits. When Bountiful City's volunteers are performing approved tasks identified under this agreement, the following applies:

1. For the purpose of the tort claim provisions of Title 28 of the United States Code, any of Bountiful City's volunteers shall be considered a federal employee.
2. For the purpose of subchapter I of Chapter 81 of Title 5 of the United States Code, relating to compensation to Federal employees for work injuries, Bountiful City's volunteers shall be deemed civil employees of the United States within the meaning of the term "employee" as defined in section 8101 of title 5, United States Code, and the provisions of that subchapter shall apply.
3. For the purposes of claims relating to damage to, or loss of, personal property of Bountiful City's volunteer incident to volunteer service, a volunteer shall be considered a Federal employee, and the provisions of 31 U.S.C 3721 shall apply.

Further, Bountiful City shall provide any necessary training and support to Bountiful City's employees, volunteers, and program participants, to ensure that such personnel are capable of performing tasks to be completed. Bountiful City shall also supervise



and direct the work of its employees, volunteers, and program participants performing under this Agreement.

- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- J. ELIGIBLE WORKERS. Bountiful City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Bountiful City shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.
- K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). Bountiful City shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- L. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

Bountiful City shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records



Bountiful City shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

Bountiful City shall maintain effective control over and accountability for all U.S. Forest Service funds. Bountiful City shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the award/agreement and used solely for authorized purposes.

4. Source Documentation

Bountiful City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the U.S. Forest Service upon request.

- M. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.
1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first \$25,000 of each contract.
 2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
 3. For a rate greater than 25 percent, the U.S. Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
 4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.



N. OVERPAYMENT. Any funds paid to Bountiful City in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by Bountiful City to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to Bountiful City.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

O. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to Bountiful City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR Part 200, Subpart D, 200.305.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by Bountiful City.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

P. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.



- Reason(s) for delay if established goals were not met.
- Additional pertinent information

Bountiful City shall submit annual performance reports to the U.S. Forest Service Program Manager. These reports are due 90 days after the reporting period. The final performance report must be submitted either with Bountiful City's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- Q. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. Bountiful City shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. Bountiful City shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

- R. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

- S. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.



- T. FUNDING OF EQUIPMENT AND SUPPLIES. Federal funding under this agreement is not available for reimbursement of Bountiful City's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over one year.
- U. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements of a similar nature. No part of this agreement entitles Bountiful City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- V. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following Bountiful City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). Bountiful City must maintain cost and price analysis documentation for potential U.S. Forest Service review. Bountiful City is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.
- W. GOVERNMENT-FURNISHED PROPERTY. Bountiful City may only use U.S. Forest Service property furnished under this agreement for performing tasks assigned in this agreement. Bountiful City shall not modify, cannibalize, or make alterations to U.S. Forest Service property. A separate document, Form AD-107, must be completed to document the loan of U.S. Forest Service property. The U.S. Forest Service shall retain title to all U.S. Forest Service-furnished property. Title to U.S. Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the U.S. Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Cooperator Liability for Government Property.

1. Unless otherwise provided for in the agreement, Bountiful City shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies:
 - a. The risk is covered by insurance or Bountiful City is/are otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of Bountiful City's managerial personnel. Bountiful City's managerial personnel, in this clause, means Bountiful City's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of Bountiful City's business; all or substantially all of Bountiful City's operation at any



one plant or separate location; or a separate and complete major industrial operation.

2. Bountiful City shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. Bountiful City shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.
 3. Bountiful City shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
 4. Upon the request of the Grants Management Specialist, Bountiful City shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of agreements of assignment in favor of the Government in obtaining recovery.
- X. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- Y. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Bountiful City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- Z. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.



AA. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Bountiful City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

BB. REMEDIES FOR COMPLIANCE RELATED ISSUES. If Bountiful City materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by Bountiful City or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current agreement for Bountiful City's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

CC. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and Bountiful City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.



2. By 30 days written notification by Bountiful City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement does not accomplish the purpose for which the award/agreement was made, the U.S. Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an agreement, Bountiful City shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to Bountiful City for the United States Federal share of the non-cancelable obligations properly incurred by Bountiful City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- DD. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- EE. DEBARMENT AND SUSPENSION. Bountiful City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should Bountiful City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- FF. COPYRIGHTING. Bountiful City is/are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement.

No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by Bountiful City under this agreement.
- Any right of copyright to which Bountiful City purchase(s) ownership with any Federal contributions.



GG. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

- (a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
- (c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) If the Government determines that the recipient is not in compliance with this award provision, it:
 - (1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
 - (2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

HH. PUBLICATION SALE. Bountiful City may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or Federal Government contributions from the total costs of the project.

II. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days



prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

JJ. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through **September 5, 2027** at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

KK. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

KENDALYN HARRIS Date
Mayor
City of Bountiful

DAVID C. WHITTEKIEND Date
Forest Supervisor
U.S. Forest Service
Uinta-Wasatch-Cache National Forest

The authority and format of this agreement have been reviewed and approved for signature.

09/08/2022

MARCI BODELL Date
U.S. Forest Service
Grants Management Specialist



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Mueller & North Canyon Trail Network Scope of Work

Fall 2022

Bountiful City Will

- Develop trail bridge packets for FS engineering review
 - Trail #: 320, 140, 142
 - Trail #: 240,241
- Submit Stream Alteration permit applications
- Flag Kenny creek reroute and contract with third party environmental consulting firm for archeology and botany surveys
- Do weed mitigation in advance of trail construction, according to SWCA weed mitigation plan
- Flag and construct Class III biking trail between Hidden Lake TH and the Bonneville Shoreline Trail (Hidden Lake, 401)
- Flag and construction Class III biking trail between Kenney Creek first crossing and intersection with the Bonneville Shoreline Trail (Hornet, 240, possibly 241)
- Coordinate virtual and field meetings between contractors and Forest Service at the following milestones:
 - Virtual: Trail building expectations
 - Field: Review/approve flagline
 - Field: inspect equipment for weeds
 - Virtual or field: Review first ¼ mile of constructed trail

- Virtual or field: review first structure (including switchbacks or retaining wall)

Salt Lake Ranger District Will:

- Review Bridge Packets, return to bountiful for engineered stamped drawings
- Meet with Bountiful and contractor at milestones listed above
- Begin designing and ordering signs
- Begin layout for Elephant hiking trail.

In 2023 and 2024

Bountiful City Will

- Order and install bridges
 - Trail #: 320, 140, 142
 - Trail #: 240,241
- Continue weed mitigation according to SWCA plan
- Flag and construct remaining approved trails according to schedule and design standards below
- Coordinate virtual and field meetings between contractors and Forest Service at the milestones listed above

After 2024-2027

Bountiful City Will

- Continued trail maintenance
- Weed Mitigation for 3 years after construction

START DATE	TRAIL ID	CONDITION/DESCRIPTION	ACTION
2022	320/140/142	30' Bridge	Design
2022	240/241	20' Bridge	Design
2022	231/232	25' Bridge	Design
2022	401 (Hidden Lake)	Flagged Oct. '21	Construct
2022?	240 (Hornet UPR)	Flagged Aug. '21	Construct
2023	142 (Traverse UPR)	Flagged Aug. '21	Construct
2023	143 (Traverse LWR)	Flagged Oct. '21	Construct
2023	320/140/142	30' Bridge	Construct
2023	241 (Hornet LWR)	Flagged Aug. '21	Construct
2023	240/241	20' Bridge	Construct
2023	233 (Kenny Down)	Flagged Aug. '21	Construct
2023	231/232	25' Bridge	Construct
2023	232 (Kenny Connect N)	Flagged Aug. '21	Construct
2023	130 (Cave Peak/Ridgeline)	Flagged Aug. '21	Construct
2023	120 (Eric's Hollow)	Flagged Aug. '21	Construct
2023	220 (Kenny Creek)	Existing Trail	Reroute
2023	221 (Kenny Creek)	Existing Trail	Reroute
7/15/2023	320 (Elephant Hiking Down)	Flagged Oct. '21	Construct
7/15/2023	140	Flagged Aug. '21	Construct
7/15/2023	231 (Kenny Connect S)	Flagged Aug. '21	Construct
7/15/2024	250 (Upper Elephant Down)	Need to Flag; Needs CR/NR	Construct

Attachment **Exhibit A**

USFS Agreement No. **22-CS-11041901-061**
Cooperator Agreement No. _____

Mod No. _____

This Financial Plan may not be used to collect funds AND disburse funds on the same agreement. Separate agreements must be used in this situation.

Agreements Financial Plan (Long Form) without Program Income

1. Financial Plan Matrix:

Note: All columns may not be used. Use depends on source and type of contribution(s).

COST ELEMENTS (Direct Costs)	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS						(j) TOTAL
	(a)	(b)	(c)	(d)	(e)	(f)	(g) (h) (i)			
	Noncash	Volunteer Labor (In-Kind)	Cash to Cooperator	Noncash	Value of In-Kind Contributions	Cash to FS	Third Party			
							Cash Federal	Noncash Federal	In-Kind Federal	
Salaries/Labor	\$25,104.09	\$0.00	\$0.00	\$66,480.00	\$0.00	\$249,640.00	\$0.00	\$0.00	\$0.00	341,224.09
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$957.60	\$0.00	\$0.00	\$0.00	957.60
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,100.00	\$0.00	\$0.00	\$0.00	10,100.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Other	\$0.00	\$0.00	\$0.00	\$750,257.00	\$19,040.71	\$2,500.00	\$0.00	\$0.00	\$0.00	771,797.71
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Subtotal	\$25,104.09	\$0.00	\$0.00	\$816,737.00	\$19,040.71	\$263,197.60	\$0.00	\$0.00	\$0.00	1,124,079.40
Cooperator Indirect Costs			\$0.00	\$0.00						0.00
FS Overhead Assessment	\$3,263.53					\$0.00				3,263.53
Gross Total	\$28,367.62	\$0.00	\$0.00	\$816,737.00	\$19,040.71	\$263,197.60	\$0.00	\$0.00	\$0.00	#####

Matching Costs Determination	
Total Forest Service Share = (a+b+c)/(j) = (k)	2.52%
Other Federal Contribution = (g+h+i)/(j) = (l)	0.00%
Total Federal Share = (k+l) = (m)	2.52%
Total Cooperator Share = (d+e+f)/(j) = (n)	97.48%
Total = (m+n) = (o)	1

Instructions: Use this form in conjunction with Forest Service Handbook (FSH) 1509.11, Ch. 70, Financial Planning Requirements, for participating, challenge cost-share, joint venture, and cost-reimbursable agreements. This form may be used for other types of Forest Service Manual 1580 agreements, when useful. Choose one of the four (4) financial plan versions and complete. Each four versions require identical information and result in calculations and cost analysis that are the same. Primarily, these versions vary in the way that information is entered into the financial plan matrix. Version 1 (Financial Plan - Long Form - No Program Income) and Version 2 (Financial Plan - Long Form With Program Income) cost analysis data values are automatically entered into the financial plan matrix. Version 3 (Financial Plan - Long Form - No Program Income) and Version 4 (Financial Plan - Long Form With Program Income) require manual entry of the cost analysis data values into the financial plan matrix. Users do not have to use or print versions/sheets that are not applicable to their agreement.

The purpose of this form is to capture the total estimated value of the proposed agreement. Once the agreement is approved, in writing, by the parties, then this financial plan becomes the financial estimates for the agreement. This financial plan must display the parties' expected contributions to the agreement. These contributions should be broken down by party contribution type (e.g., non-cash, in-kind, cash to cooperator), see below for definitions, and cost elements (e.g., salaries, supplies, travel). Cost element values should be the result of documented cost analysis on this form. Each financial plan version provides samples of cost analysis calculations, see associated Excel comment balloons. Additional instructions are located on version 1/2 cost analysis tabs.

Definitions for the Matrix Column Headings:

- (a) Forest Service Non Cash Contribution: Forest Service noncash contributions may consist of employee salaries, overhead (indirect), travel provided, and/or equipment and supplies purchased and provided to the Cooperator for use in the project. These costs are an expense to the U.S. Forest Service, but do not include funding for reimbursement of Cooperator expenses.
- (b) Forest Service Volunteer Labor (In-Kind) Contribution: This is the value of volunteer labor donated for completion of the project by the Forest Service for which the Forest Service has incurred no expense. Forest Service volunteer agreements (either sponsored or individual) should be used to document the donated services. The value of volunteer labor should be commensurate with local labor rates for similar work.
- (c) Forest Service Cash to the Cooperator: This is the maximum amount of funding that will be reimbursed or advanced to the Cooperator. This is an expense to the Forest Service.
- (d) Cooperator Noncash Contribution: These are expenses the Cooperator incurs that are contributed to the project in lieu of cash, but for which costs are incurred, such as employee salaries, overhead (indirect costs), travel, equipment, supplies, and so forth. These do not include in-kind contributions from third parties, such as donations from other entities or volunteer labor.
- (e) Value of Cooperator In-Kind Contribution: Cooperator in-kind contributions provided toward completion of the project for which the Cooperator has **incurred no expense**. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.
- (f) Cooperator Cash to the Forest Service: These are Cooperator cash contributions actually transferred to the Forest Service for use in completing the project. This is an expense to the Cooperator and does not include in-kind contributions made to the Cooperator from other organizations. Display by Cost Element where these funds will be expended. Be sure to cite a collection authority in the Agreement if this column is used. Include cash the Cooperator is transferring to the Forest Service for the project, that has been received as a grant(s) from a non-Federal entity(ies).

- (g) Cooperator, Third Party Cash Contribution, Federal: This includes cash contributions provided to the Cooperator from another Federal agency for use in the project, for which the Cooperator has incurred no expense. Display these contributions by Cost Element Expenditures.
- (h) Cooperator, Third Party Noncash Contribution, Federal: Noncash contribution provided to the Cooperator from Federal agency(ies) for use in the project, for which the Cooperator has incurred no expense. Display these contributions by Cost Element Expenditures.
- (i) Cooperator, Third Party In-Kind Contribution, Federal: In-kind contribution provided to the Cooperator from Federal organization(s) for use in the project, for which the Cooperator has incurred no expense. Value assessed for volunteer labor and donated materials, equipment and supplies should be valued based on FSH 1509.11, Ch. 70. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement. Display these contributions by Cost Element Expenditures.
- (j) Gross Total Project Value: The sum of all the values provided toward the project without Estimated Gross Program Income taken into consideration.
- (k) Estimated Gross Program Income: The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.
- (l) Estimated Net Total Project Value: The sum of all the values provided toward the project with Estimated Gross Program Income taken into consideration. This figure reflects the true estimated cost of the project.

Definitions for Cost Allowability

(a) Allowable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which meets the criteria for authorized expenditures specific in a cost principle methodology. Generally, it meets the cost principle methodology, and is a cost the parties to an agreement intend to charge, and must be: Reasonable for the performance of the award; Necessary and reasonable for proper and efficient performance and administration of the agreement; Consistently treated as either a direct or indirect cost; Generally, determined in accordance with generally accepted accounting principles (GAAP); Net of all applicable credits (that is, less any future rebates from the purchase of goods or services); Separate from a cost or from a cost-sharing/matching requirement of another Federal award or agreement, unless otherwise permitted by Federal law or regulation; Adequately documented; Authorized or not prohibited by Federal, State, or local laws and regulations; Compliant with limits or exclusions on types or amounts of costs, as set forth in relevant Federal laws, agreement terms and conditions, or other governing regulations (examples of such costs include: entertainment, alcohol, and taxes); and, Consistent with the agency's and cooperator's internal policies, regulations, and procedures that apply to both Federal awards or agreements and other cooperator activities.

(b) Allocable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which in accordance with the relative benefit received by either party for the award, is treated consistently with other costs incurred for the same purpose and in like circumstances, and if it: Is incurred specifically for the award; Benefits both the award and other ancillary work, and the cost may be distributed in reasonable proportion to the benefits received (an example of this type of cost is a piece of equipment that is used for multiple projects); or Necessary to the overall operation of the organization, although a direct relationship to any particular cost objective may not be shown.

(c) **Reasonable Cost:** A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, that, in its nature and amount, does not exceed an amount that a prudent person, under the circumstances prevailing at the time the decision was made, would incur. Other factors to consider are: Whether the cost is of a type generally recognized as ordinary and necessary for the entity's operation or agreement performance; The restraints or requirements imposed by factors such as generally accepted, sound, business practices; arms-length bargaining; Federal and State laws and regulations; and the terms and conditions of the agreement; Market prices or industry standard costs for similar goods and services (that is, is the cooperator offering goods or services for an amount that exceeds what is readily available in the marketplace); Whether individuals concerned acted with prudence under the circumstances, considering their responsibilities to the entity; its members, employees, and clients; the public; and the government; and Significant deviations from established practices of the governmental entity that might unjustifiably increase costs charged to the agreement.

Burden Statement

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WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Engineer	\$437.08	15.00		\$6,556.20
Hydrologist	\$346.52	6.00		\$2,079.12
Archeologist	\$493.11	6.00		\$2,958.66
Botanist	\$443.62	3.00		\$1,330.86
Trail Program Manager	\$270.65	45.00		\$12,179.25
Non-Standard Calculation				

Total Salaries/Labor	\$25,104.09
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Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
Non-Standard Calculation				

Total Travel	\$0.00
---------------------	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Equipment					\$0.00

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Supplies/Materials					\$0.00

Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00
Non-Standard Calculation					
Total Printing					\$0.00

Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Other					\$0.00

Subtotal Direct Costs	\$25,104.09
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Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	\$25,104.09			\$3,263.53
Total FS Overhead Costs				\$3,263.53

Using U.S. Forest Service CY 2022 National Overhead Assessment Rate of 13%.

TOTAL COST	\$28,367.62
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WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (d)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Francisco Astorga, Planning Director	Project planning and oversight	\$320.00	40.00		\$12,800.00
Brok Hill, Parks Director	Oversight and coordination	\$360.00	58.00		\$20,880.00
Todd Christensen, Assistant City Engineer	Contracting, Bridge layout & coordination	\$400.00	82.00		\$32,800.00
					\$0.00

Non-Standard Calculation

Total Salaries/Labor	\$66,480.00
-----------------------------	--------------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00

Non-Standard Calculation

Total Travel	\$0.00
---------------------	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00

Non-Standard Calculation

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00

Non-Standard Calculation				
---------------------------------	--	--	--	--

Total Supplies/Materials				\$0.00
---------------------------------	--	--	--	---------------

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation				
				\$0.00

Total Printing				\$0.00
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Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Cultural Resouce Survey		14.90	\$800.00	\$11,920.00
Natural Resource Survey		14.90	\$1,030.00	\$15,347.00
Proffesional Trail Builder		14.90	\$35,100.00	\$522,990.00
Bridges		\$4.00	50000.00	\$200,000.00

Non-Standard Calculation				
Total Other				\$750,257.00

Subtotal Direct Costs	\$816,737.00
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Cooperator Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$816,737.00			\$0.00
Total Coop. Indirect Costs				\$0.00

TOTAL COST	\$816,737.00
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WORKSHEET FOR

Value of In-Kind Contributions Cost Analysis, Column (e)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
 NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
					\$0.00
					\$0.00

Non-Standard Calculation					
--------------------------	--	--	--	--	--

Total Salaries/Labor	\$0.00
-----------------------------	---------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00

Non-Standard Calculation					
--------------------------	--	--	--	--	--

Total Travel	\$0.00
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Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00

Non-Standard Calculation					
--------------------------	--	--	--	--	--

Total Equipment	\$0.00
------------------------	---------------

Supplies/Materials				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
				\$0.00
				\$0.00

Non-Standard Calculation

Total Supplies/Materials **\$0.00**

Printing				
Standard Calculation				
Paper Material		# of Units	Cost/Unit	Total
				\$0.00

Non-Standard Calculation

Total Printing **\$0.00**

Other Expenses				
Standard Calculation				
Item		# of Units	Cost/Unit	Total
Volunteer Labor (5 hours per day at \$29.95 per hour. This is the current independent Sector Rate as of 4/18/2022)		127.15	\$149.75	\$19,040.71
				\$0.00

Non-Standard Calculation

Total Other **\$19,040.71**

Subtotal Direct Costs	\$19,040.71
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TOTAL COST	\$19,040.71
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WORKSHEET FOR

Cash to FS Cost Analysis, Column (f)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Permanent Employee GS-7	Layout & Crew leadership	\$262.00	220.00		\$57,640.00
Trail Crew Members or Equivalent	Trail work	\$160.00	1200.00		\$192,000.00
					\$0.00
Non-Standard Calculation					
Total Salaries/Labor					\$249,640.00

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Mile	# of Miles		Total
POV mileage 30 days		\$0.57	1680.00		\$957.60
					\$0.00
Non-Standard Calculation					
Total Travel					\$957.60

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
Non-Standard Calculation					
Total Equipment					\$0.00

Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Signs		20.00	\$250.00		\$5,000.00
Sign Lumber and Hardware		20.00	\$30.00		\$600.00
Hand Tools and PPE		1.00	\$4,500.00		\$4,500.00
					\$0.00
Non-Standard Calculation					

Total Supplies/Materials					\$10,100.00
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Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
					\$0.00
Non-Standard Calculation					

Total Printing					\$0.00
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Other Expenses					
Standard Calculation					
Item		# of Units	Cost/Unit		Total
Sunday Differential, Holiday Premium Pay		1.00	\$2,500.00		\$2,500.00
					\$0.00
Non-Standard Calculation					

Total Other					\$2,500.00
--------------------	--	--	--	--	-------------------

Subtotal Direct Costs	\$263,197.60
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Forest Service Overhead Costs					
Current Overhead Rate	Subtotal Direct Costs				Total
	\$263,197.60				\$0.00
Total FS Overhead Costs					\$0.00

TOTAL COST	\$263,197.60
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City Council Staff Report



Subject: Vehicle Purchase
Author: Chief Biehler
Department: Police Department
Date: September 13, 2022

Background

The following is a request to approve the purchase of three police vehicles. Funding for these vehicles is included in our FY 2023 budget.

Analysis

The vehicles to be purchased are:

Two Ford Interceptor Utility vehicles assigned to the patrol division. The Interceptor's will be purchased locally at Performance Ford at the price of \$42,313 each. Performance Ford is not a dealer on the state contract site. Two other prices from the state contract site were higher than Performance Ford. Those other prices came from the Young Automotive Group and Ken Garff and were higher in price than Performance Ford.

One Ford Explorer assigned to the detective division (POP Unit). You may recall that a vehicle was approved last year to replace this vehicle. A vehicle was approved and ordered but never got built due to supply issues and therefore never paid for. This purchase will replace that vehicle. This Explorer will be purchased locally at Performance Ford at the price of \$36,106. Other bids were obtained from the Young Automotive Group and Ken Garff and were higher in price than Performance Ford.

We will sell three vehicles in our fleet; likely the following:

2014 Jeep Cherokee with 71,926 miles
2016 Dodge Charger with 67,572 miles
2017 Dodge Charger with 82,089 miles

Department Review

The Police Department and City Manager have reviewed this staff report.

Recommendation

I respectfully request your approval to purchase police vehicles in the amount of \$120,732. Thank you for your consideration in this matter.

Significant Impacts

In order to get a vehicle build date as soon as possible we have already placed the order.

Attachments

Performance Ford Price
Young Automotive Price
Ken Garff Price

2022-2023 Patrol

Bountiful Police

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (30)



Prices does not
include

Front Headlight
Package

Leb A
~~\$895~~
\$ 891

Express Utility Interceptoe



Preview Order 1115 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 08/19/2022 07:39:26

Dealership Name: Performance Ford Bountiful

Sales Code : F56023

Dealer Rep.	Kurt Petersen	Type	Fleet	Vehicle Line	Explorer	Order Code	1115
Customer Name	bountiful PD	Priority Code	M1	Model Year	2023	Price Level	320

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
K8A0 POLICE INTER UTILITY AWD	\$47165	\$45750	DRIVER SIDE LED SPOT LAMP	\$395	\$371
.119 INCH WHEELBASE	\$0	\$0	REAR DR HNDL AND LOCKS INOPR	\$0	\$0
TOTAL BASE VEHICLE	\$47165	\$44507	REVERSE SENSING SYSTEM	\$275	\$259
AGATE BLACK METALLIC	\$0	\$0	PRICE CONCESSION INDICATOR	\$0	\$0
CLOTH BUCKETS/VINYL REAR SEATS	\$0	\$0	REMARKS TRAILER	\$0	\$0
EBONY INTERIOR	\$0	\$0	FLEX-FUEL CAPABILITY	\$0	\$0
EQUIPMENT GROUP 500A	\$0	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0	-\$904
.AM/FM STEREO	\$0	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0	-\$1243
3.3L TI-VCT V6 FFV ENGINE	\$-2830	\$-2661	FUEL CHARGE	\$0	\$8.88
10-SPEED AUTO TRANSMISSION	\$0	\$0	NET INVOICE FLEET OPTION (B4A)	\$0	\$7
HID PLUNG W/R HNDL INOPERABLE	\$160	\$150	PRICED DORA	\$0	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	-\$485	ADVERTISING ASSESSMENT	\$0	\$0
50 STATE EMISSIONS	\$0	\$0	DESTINATION & DELIVERY	\$1495	\$1495
COURTESY LAMP DISABLE	\$25	\$24			
				MSRP	INVOICE
TOTAL BASE AND OPTIONS				\$46685	\$42771.88
DISCOUNTS				NA	NA
TOTAL				\$46685	\$42771.88

ORDERING FIN: QA493 END USER FIN: QA493

INCENTIVES

Acc. Code ID :10 Contract/Ref # :21-415P Bid Date :08/02/22State : UT

DISCOUNTS:

-\$1600.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

Your PRICE

43,072⁰⁰
21600⁰⁰

\$ 841

41,472⁰⁰

Add ~~\$895~~
for front headlight
package. \$841

\$ 42,313



Young Automotive Group
fleet@youngchev.com

Bountiful Police

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (30)



State Contract Order Price \$42,346.00

State Contract #MA3800



[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (30) (Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$41,110.00
Total Options	(\$2,320.00)
Vehicle Subtotal	\$38,790.00
Destination Charge	\$1,495.00
Grand Total	\$40,285.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 17210. Data Updated: Aug 15, 2022 7:42:00 PM PDT.



Young Automotive Group

fleet@youngchev.com

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (30) (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2022 Ford Police Interceptor Utility AWD	\$41,110.00

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*	0.00 lbs	0.00 lbs	(\$3,370.00)

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
44U	Transmission: 10-Speed Automatic (44U)	0.00 lbs	0.00 lbs	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
500A	Order Code 500A	0.00 lbs	0.00 lbs	\$0.00

AXLE RATIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
—	3.73 Axle Ratio (STD)	0.00 lbs	0.00 lbs	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
UM	Agate Black	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 17210. Data Updated: Aug 15, 2022 7:42:00 PM PDT.



Young Automotive Group

fleet@youngchev.com

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (30) (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
51P	Driver Side Spot Lamp Prep Kit -inc: Does not include spot lamp housing and bulb	0.00 lbs	0.00 lbs	\$140.00
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)	0.00 lbs	0.00 lbs	\$60.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light	0.00 lbs	0.00 lbs	\$50.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	0.00 lbs	0.00 lbs	\$25.00
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs	\$160.00
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	0.00 lbs	0.00 lbs	\$340.00
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	0.00 lbs	0.00 lbs	\$0.00
76R	Reverse Sensing System	0.00 lbs	0.00 lbs	\$275.00
Options Total		0.00 lbs	0.00 lbs	(\$2,320.00)

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Data Version: 17210. Data Updated: Aug 15, 2022 7:42:00 PM PDT.



Young Automotive Group

fleet@youngchev.com

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (30) (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD MSRP:\$41,110.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD	\$41,110.00
OPTIONS		
17T	Switchable Red/White Lighting in Cargo Area	\$50.00
43D	Dark Car Feature	\$25.00
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
500A	Order Code 500A	\$0.00
51P	Driver Side Spot Lamp Prep Kit	\$140.00
52P	Hidden Door-Lock Plunger	\$160.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
68G	Rear-Door Controls Inoperable	\$0.00
76R	Reverse Sensing System	\$275.00
86T	Tail Lamp/Police Interceptor Housing Only	\$60.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
99B	Engine: 3.3L V6 Direct-Injection (FFV)	(\$3,370.00)
UM	Agate Black	\$0.00
—	3.73 Axle Ratio	\$0.00
SUBTOTAL		\$38,790.00
Adjustments Total		\$0.00
Destination Charge		\$1,495.00
TOTAL PRICE		\$40,285.00

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Data Version: 17210. Data Updated: Aug 15, 2022 7:42:00 PM PDT.



Young Automotive Group

fleet@youngchev.com

[Fleet] 2022 Ford Police Interceptor Utility (K8A) AWD (30) ( Complete)

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Data Version: 17210. Data Updated: Aug 15, 2022 7:42:00 PM PDT.

Quote #G700

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD



Ken Garff Government Price

\$41,649.00



TARA MASON
Commercial Acct Manager
Contract #MA3790

Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8A	2023 Ford Police Interceptor Utility AWD

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon *CREDIT*

TRANSMISSION

CODE	DESCRIPTION
44U	Transmission: 10-Speed Automatic (44U)

OPTION PACKAGE

CODE	DESCRIPTION
500A	Order Code 500A

AXLE RATIO

CODE	DESCRIPTION
—	3.73 Axle Ratio (STD)

PRIMARY PAINT

CODE	DESCRIPTION
UM	Agate Black

SEAT TYPE

CODE	DESCRIPTION
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
51P	Driver Side Spot Lamp Prep Kit -inc: Does not include spot lamp housing and bulb
86T	Tail Lamp/Police Interceptor Housing Only -inc: Pre-existing holes w/standard twist lock sealed capability (does not include LED strobe) (eliminates need to drill housing assemblies)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
68G	Rear-Door Controls Inoperable -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
55F	Remote Keyless Entry Key Fob w/o Key Pad -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened
17T	Switchable Red/White Lighting in Cargo Area -inc: Deletes 3rd row overhead map light
76R	Reverse Sensing System

Options Total

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

Police/Fire

1670# Maximum Payload

GVWR: 6,840 lbs (3,103 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior

- Clearcoat Paint
- Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
- Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
- Body-Colored Bodyside Cladding and Black Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Convex Spotter and Manual Folding
- Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
- Deep Tinted Glass
- Speed Sensitive Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Lip Spoiler
- Black Grille
- Liftgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Auto On/Off Projector Beam Led Low/High Beam Headlamps
- LED Brakelights

Entertainment

- Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
- Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
- Integrated Roof Antenna
- 1 LCD Monitor In The Front

Interior

- 8-Way Driver Seat
- Passenger Seat
- 35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
- Power Rear Windows and Fixed 3rd Row Windows
- Fleet Telematics Modem Selective Service Internet Access

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Interior

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD (Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD

MSRP:\$47,165.00

Interior:Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear

Exterior 1:Agate Black

Exterior 2:No color has been selected.

Engine: 3.3L V6 Direct-Injection (FFV)

Transmission: 10-Speed Automatic (44U)

OPTIONS

CODE	MODEL	MSRP
K8A	[Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD	\$47,165.00
OPTIONS		
99B	Engine: 3.3L V6 Direct-Injection (FFV)	(\$2,830.00)
44U	Transmission: 10-Speed Automatic (44U)	\$0.00
500A	Order Code 500A	\$0.00
—	3.73 Axle Ratio	\$0.00
UM	Agate Black	\$0.00
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear	\$0.00
51P	Driver Side Spot Lamp Prep Kit	\$140.00
86T	Tail Lamp/Police Interceptor Housing Only	\$60.00
52P	Hidden Door-Lock Plunger	\$160.00
68G	Rear-Door Controls Inoperable	\$0.00
55F	Remote Keyless Entry Key Fob w/o Key Pad	\$340.00
43D	Dark Car Feature	\$25.00
17T	Switchable Red/White Lighting in Cargo Area	\$50.00
76R	Reverse Sensing System	\$275.00
SUBTOTAL		\$45,385.00
Adjustments Total		\$0.00
Destination Charge		\$1,495.00
TOTAL PRICE		\$46,880.00

FUEL ECONOMY

Est City:N/A

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Vehicle: [Fleet] 2023 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Est Highway:N/A

Est Highway Cruising Range:N/A

2022-2023 POP

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD



Handwritten signature

POP



Preview Order 1118 - K8B - Base 4WD: Order Summary Time of Preview: 08/19/2022 07:20:02

Dealership Name: Performance Ford Bountiful

Sales Code : F56023

Dealer Rep. Kurt Petersen
Customer Name bountiful PD

Type Fleet
Priority Code M1

Vehicle Line Explorer
Model Year 2023

Order Code 1118
Price Level 320

DESCRIPTION	MSRP	INVOICE	DESCRIPTION	MSRP	INVOICE
K8BO EXPLORER BASE 4WD	\$38760	\$37597	50 STATE EMISSIONS	\$0	\$0
.119 INCH WHEELBASE	\$0	\$0	CLASS IV TRAILER TOW PACKAGE	\$545	\$512
TOTAL BASE VEHICLE	\$38760	\$36512	AUTO START-STOP REMOVAL	\$-50	\$-47
FORGED GREEN METALLIC	\$0	\$0	PRICE CONCESSION INDICATOR	\$0	\$0
CLOTH SEATS	\$0	\$0	REMARKS TRAILER	\$0	\$0
SANDSTONE INTERIOR	\$0	\$0	DAYTIME RUNNING LAMPS (DRL)	\$45	\$42
EQUIPMENT GROUP 100A	\$0	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0	\$-789
.18" 5-SPOKE PAINTED ALUM WHLS	\$0	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0	\$-1085
.2.3L ECOBOOST I-4 ENGINE	\$0	\$0	FUEL CHARGE	\$0	\$8.88
.10-SPEED AUTO TRANSMISSION	\$0	\$0	NET INVOICE FLEET OPTION (B4A)	\$0	\$7
P255/65R18 A/S BSW TIRES	\$0	\$0	PRICED DORA	\$0	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	\$-485	ADVERTISING ASSESSMENT	\$0	\$0
FLR LNERS RW 1&2/NO CRPET MAT	\$160	\$150	DESTINATION & DELIVERY	\$1495	\$1495
TOTAL BASE AND OPTIONS				MSRP \$40955	INVOICE \$37405.88
DISCOUNTS				NA	NA
TOTAL				\$40955	\$37405.88

ORDERING FIN: QA493 END USER FIN: QA493

INCENTIVES

DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :14-692P Bid Date :06/28/22State : UT

\$-1600.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

YOUR PRICES

37,706⁰⁴

~~61,600⁰⁴~~

36,106⁰⁴



Young Automotive Group
fleet@youngchev.com

Bountiful City

Prepared For: Troy Killian

[Fleet] 2023 Ford Explorer (K8B) Base 4WD




State Contract Order Price \$36,982.00

State Contract #MA3800



Young Automotive Group

fleet@youngchev.com

[Fleet] 2023 Ford Explorer (K8B) Base 4WD ( Complete)

Price Summary

PRICE SUMMARY

		MSRP
Base Price	\$38,760.00	\$38,760.00
Total Options	\$745.00	\$745.00
Vehicle Subtotal	\$39,505.00	\$39,505.00
Destination Charge	\$1,495.00	\$1,495.00
Grand Total	\$41,000.00	\$41,000.00

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Data Version: 17338. Data Updated: Aug 30, 2022 6:54:00 PM PDT.



Young Automotive Group

fleet@youngchev.com

[Fleet] 2023 Ford Explorer (K8B) Base 4WD (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8B	2023 Ford Explorer Base 4WD	\$38,760.00

COLORS

CODE	DESCRIPTION
L9	Forged Green Metallic

ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
99H	Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)	0.00 lbs	0.00 lbs	\$0.00

TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
44T	Transmission: 10-Speed Automatic (STD)	0.00 lbs	0.00 lbs	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
100A	Equipment Group 100A	0.00 lbs	0.00 lbs	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L9	Forged Green Metallic	0.00 lbs	0.00 lbs	\$0.00

SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
7N	Sandstone, Cloth Captain's Chairs -inc: 8-way power driver's seat w/power function for tilt and recline, 4-way manual front passenger seat w/fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints	0.00 lbs	0.00 lbs	\$0.00

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Data Version: 17338. Data Updated: Aug 30, 2022 6:54:00 PM PDT.



Young Automotive Group

fleet@youngchev.com

[Fleet] 2023 Ford Explorer (K8B) Base 4WD (✔ Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
52T	Class IV Trailer Tow Package	0.00 lbs	0.00 lbs	\$545.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
153	Front License Plate Bracket	0.00 lbs	0.00 lbs	\$0.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
16B	Front & Second Row Floor Liners (16B) -inc: standard front and second row black carpet floor mats	0.00 lbs	0.00 lbs	\$200.00

Options Total		0.00 lbs	0.00 lbs	\$745.00
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Data Version: 17338. Data Updated: Aug 30, 2022 6:54:00 PM PDT.

Quote #G710

Bountiful City

Prepared For: Troy Killian

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD



Ken Garff Government Price

\$36,323.00



TARA MASON
Commercial Acct Manager
Contract #MA3790

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD (✔ Complete)

Selected Model and Options

MODEL

CODE	MODEL
K8B	2023 Ford Explorer Base 4WD

COLORS

CODE	DESCRIPTION
L9	Forged Green Metallic

ENGINE

CODE	DESCRIPTION
99H	Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)

TRANSMISSION

CODE	DESCRIPTION
44T	Transmission: 10-Speed Automatic (STD)

OPTION PACKAGE

CODE	DESCRIPTION
100A	Equipment Group 100A

PRIMARY PAINT

CODE	DESCRIPTION
L9	Forged Green Metallic

SEAT TYPE

CODE	DESCRIPTION
7N	Sandstone, Cloth Captain's Chairs -inc: 8-way power driver's seat w/power function for tilt and recline, 4-way manual front passenger seat w/fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
52T	Class IV Trailer Tow Package

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Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
16A	Front & Second Row Floor Liners (16A) -inc: Deletes standard black carpet floor mats

Options Total

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD (✔ Complete)

Standard Equipment

Mechanical

Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)
Transmission: 10-Speed Automatic (STD)
3.58 Non-Limited-Slip Rear Axle Ratio
50 State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles with the 3.3L Ti-VCT V6 FFV engine.
Transmission w/Driver Selectable Mode
Automatic Full-Time Four-Wheel Drive
Battery w/Run Down Protection
Regenerative Alternator
Towing Equipment -inc: Trailer Sway Control
GVWR: 6,160 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
17.9 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust
Auto Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 18" 5-Spoke Silver-Painted Aluminum
Tires: P255/65R18 AS BSW -inc: mini spare
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD (✔ Complete)

Exterior

Black Door Handles

Black Power Side Mirrors w/Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Power Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Autolamp Auto On/Off Aero-Composite Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

LED Brakelights

Headlights-Automatic Highbeams

Entertainment

Radio w/Seek-Scan, Clock, Steering Wheel Controls and Internal Memory

Radio: AM/FM Stereo -inc: MP3 capability, 6 speakers, speed-compensated volume and SiriusXM radio w/a 3 month prepaid subscription, Service is not available in Alaska and Hawaii, SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM radio inc, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Trial subscriptions not available in Alaska and Hawaii

Streaming Audio

Integrated Roof Antenna

SYNC 3 Communications & Entertainment System -inc: enhanced voice recognition, 8" LCD capacitive touchscreen in center stack w/swipe capability, AppLink, 911 Assist, Apple Car Play and Android Auto compatibility and 1 "A" and 1 "C" USB ports in the media hub,

Bluetooth Wireless Phone Connectivity


2 LCD Monitors In The Front

Interior

Bucket Front Seats w/Cloth Back Material

Driver Seat

Passenger Seat

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( Complete)

Interior

35-30-35 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback Cloth Rear Seat w/Manual Fore/Aft

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Oil Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fixed 50-50 Bench Cloth 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Voice Activated Dual Zone Front Automatic Air Conditioning

Rear HVAC w/Separate Controls

HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look/Piano Black Instrument Panel Insert, Metal-Look/Piano Black Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents

Full Cloth Headliner

Cloth Door Trim Insert

Cloth Captain's Chairs -inc: 8-way power driver's seat w/power function for tilt and recline, 4-way manual front passenger seat w/fore/aft and recline and 2-way manually adjustable driver and front passenger head restraints

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror

Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 5 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats

Carpet Floor Trim

Trunk/Hatch Auto-Latch

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( Complete)

Interior

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Cargo Access

Smart Device Remote Engine Start

FordPass Connect -inc: 4G LTE Wi-Fi hotspot connects up to 10 devices w/wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features, To activate, go to www.att.com/ford, remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (FordPass Connect, the Ford Pass App, and Complimentary Connected Services are required for remote features (see FordPass terms for details), Connected Service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Connected services excludes Wi-Fi hotspot.), Note: Ford Telematics and data services prep included for fleet only: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.fleet.ford.com or call 833-FCS-Ford, (833-327-3673)

Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Trip Computer

Outside Temp Gauge

Analog Appearance

Manual Adjustable Rear Head Restraints

Front Center Armrest

2 Seatback Storage Pockets

Securilock Anti-Theft Ignition (pats) Immobilizer

5 12V DC Power Outlets

Air Filtration

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

Terrain Management System ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( Complete)

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Reverse Sensing System Rear Parking Sensors
- Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
- Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection and Cross-Traffic Alert
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
- Airbag Occupancy Sensor
- Driver And Passenger Knee Airbag
- Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Back-Up Camera w/Washer

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17346, Data updated Aug 31, 2022 6:53:00 PM PDT

Vehicle: [Fleet] 2023 Ford Explorer (K8B) Base 4WD ( Complete)

Window Sticker

SUMMARY

[Fleet] 2023 Ford Explorer (K8B) Base 4WD MSRP:\$38,760.00

Interior:Sandstone, Cloth Captain's Chairs

Exterior 1:Forged Green Metallic

Exterior 2:No color has been selected.

Engine: 2.3L EcoBoost I-4

Transmission: 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
K8B	[Fleet] 2023 Ford Explorer (K8B) Base 4WD	\$38,760.00
OPTIONS		
99H	Engine: 2.3L EcoBoost I-4	\$0.00
44T	Transmission: 10-Speed Automatic	\$0.00
100A	Equipment Group 100A	\$0.00
L9	Forged Green Metallic	\$0.00
7N	Sandstone, Cloth Captain's Chairs	\$0.00
52T	Class IV Trailer Tow Package	\$545.00
16A	Front & Second Row Floor Liners (16A)	\$160.00
SUBTOTAL		\$39,465.00
Adjustments Total		\$0.00
Destination Charge		\$1,495.00
TOTAL PRICE		\$40,960.00

FUEL ECONOMY

Est City:20 (2022) MPG

Est Highway:27 (2022) MPG

Est Highway Cruising Range:483.30 mi

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 17346, Data updated Aug 31, 2022 6:53:00 PM PDT

City Council Staff Report

Subject: Water Conservation Plan 2022
Author: Kraig Christensen
Department: Water Department
Date: September 13, 2022



Background

State code requires that public water systems have and maintain a Water Conservation Plan (WCP) that is updated every five years and submitted to the State. Our last WCP was adopted in 2017 and is due for renewal by the end of 2022. The plan must contain information about the city water system, and the rate structure for metered water sales along with historical data in areas of water production and gallons per capita day. This plan must also include goals the city has to increase water conservation throughout the city with both culinary and irrigation water in mind.

Analysis

The WCP with the updates has been completed and it is required that the Council formally adopt the plan after an appropriate time for public comment.

Department Review

The WCP has been reviewed by State and appropriate city staff.

Recommendation

Staff recommends the City Council approve Resolution 2022-15 adopting an updated Water Conservation Plan for Bountiful City Water System.

Significant Impacts

The adoption of this plan will keep us in compliance with State regulation to keep and update the plan every five years.

Attachments

Resolution 2022-15
2022 Water Conservation Plan



CITY OF BOUNTIFUL

MAYOR
KENDALYN HARRIS

CITY COUNCIL
Millie Segura Bahr
Kate Bradshaw
Jessie Bell
Richard Higginson
Cecilee Price Huish

CITY MANAGER
Gary R. Hill

RESOLUTION NO. 2022-15

A RESOLUTION ADOPTING AN UPDATED WATER CONSERVATION PLAN FOR BOUNTIFUL CITY AS REQUIRED BY THE UTAH WATERCONSERVATIONACT

WHEREAS, the Utah Water Conservation Act requires the City to adopt a Water Conservation Plan and to update the plan every five years in accordance with Utah Code 73-10-32; and

WHEREAS, the Bountiful City water Department has updated and prepared the Water Conservation Plan for Bountiful City and its water system and recommends approval of the updated plan as more particularly set forth herein; and

WHEREAS, the City has provided notice and afforded its citizens an opportunity to review and comment to provide input on the Water Conservation Plan at a public hearing held in accordance with State Law.

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

Section 1. Adoption of the updated Water Conservation Plan. The city Council hereby adopts the updated Water Conservation Plan and incorporated herein by reference as the City's water Conservation Plan.

Section 2. Servability Clause. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this resolution, and all sections, parts and provisions of this resolution shall be severable.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF BOUNTIFUL CITY, STATE OF UTAH, ON THE 13TH DAY OF SEPTEMBER 2022.

Mayor Kendalyn Harris

ATTEST:

City Recorder

Bountiful City Water Conservation Plan



Prepared by Bountiful City Water Department
August 5, 2022
Kraig Christensen
Director

Table of Contents

Introduction.....	3
Description of Bountiful City and its Water System.....	3-4
City Maps.....	4-5
Retail culinary use breakdown.....	5-6
Water Pricing.....	6-7
Water Supply/Inventory of Water Resources.....	7-8
Water Production and Consumption.....	8-9
Current Problems Inhibiting Conservation.....	10
Current Water Conservation Measures and Programs.....	10-11
Proposed Water Conservation Measures and Programs (Goals).....	12-13
Plan Implementation and Updating.....	14
What the future holds for Bountiful.....	14
City Council Plan Adoption.....	14
Appendices	
A. Excerpts from Bountiful City Code Relating to Water Conservation.....	15-16
B. Minutes of Bountiful City Council Meeting Adopting Plan.....	16-17
C. City Council Meeting Adoption and Meeting Minutes.....	17-18

INTRODUCTION

Utah being one of the driest states in the nation, and consequently, ranks second in water used (as delivered via public water systems) per person per year. As the population of the state continues to grow, thus increasing demands on Utah's water resources, water supplies will become a much more valuable commodity.

Bountiful City recognizes that water is a precious resource that should be used wisely, and the city has a responsibility to help our customers follow practical conservation practices. This water conservation plan is formalization of the City's existing plan for water conservation. It has been developed in response to the legislative changes to the Utah Code UCA 73-10-32, which requires all retail water suppliers to create a written water conservation plan and every 5 years update the plan and determine what areas need to be looked and changes made.

Bountiful City's water conservation plan contains a basic description of the city and its current water system. It also contains a description of the City's current water conservation efforts, the current rate schedule, a contingency plan when there are constraints placed upon the City water supply, and a list of water conservation goals. Each goal has been assigned a timeline for implementation, which will allow the city to track and evaluate the progress toward achieving each conservation goal.

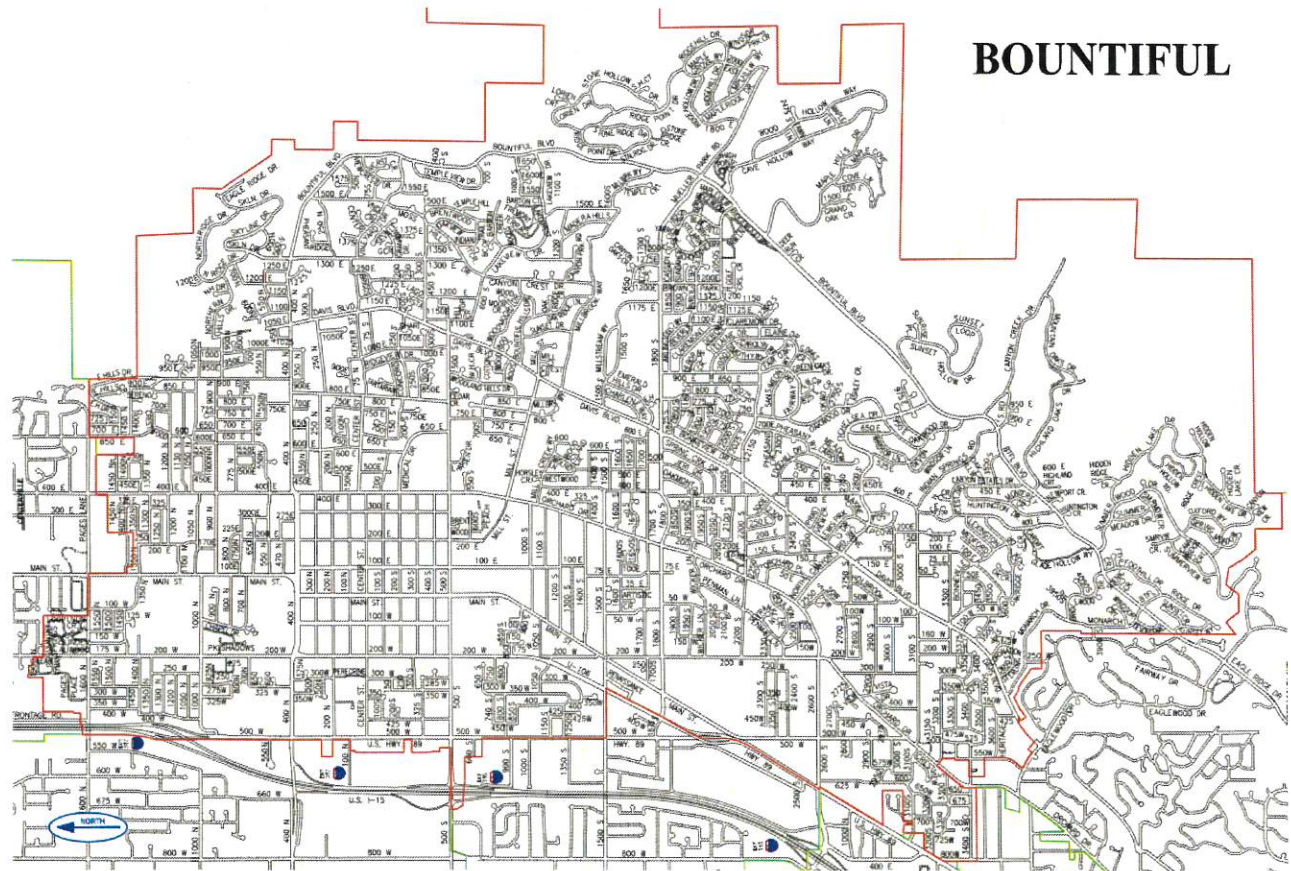
DESCRIPTION OF BOUNTIFUL AND ITS WATER SYSTEM

Bountiful is in the southern part of Davis County on the west slope of the Wasatch front. The elevation of Bountiful City ranges from 4260 feet above sea level in the northwest corner of the city, to 5920 feet above sea level at the highest tank in the city water system. More than half of the culinary water supplied to Bountiful City is from groundwater aquifers which are recharged naturally from precipitation in the foothills and mountains east of the city. The remainder of culinary water supplied is surface water treated at our own water treatment plant in Mueller Park, and from Weber Basin Plant located on the east bench in Bountiful about 250 N. Davis Blvd.

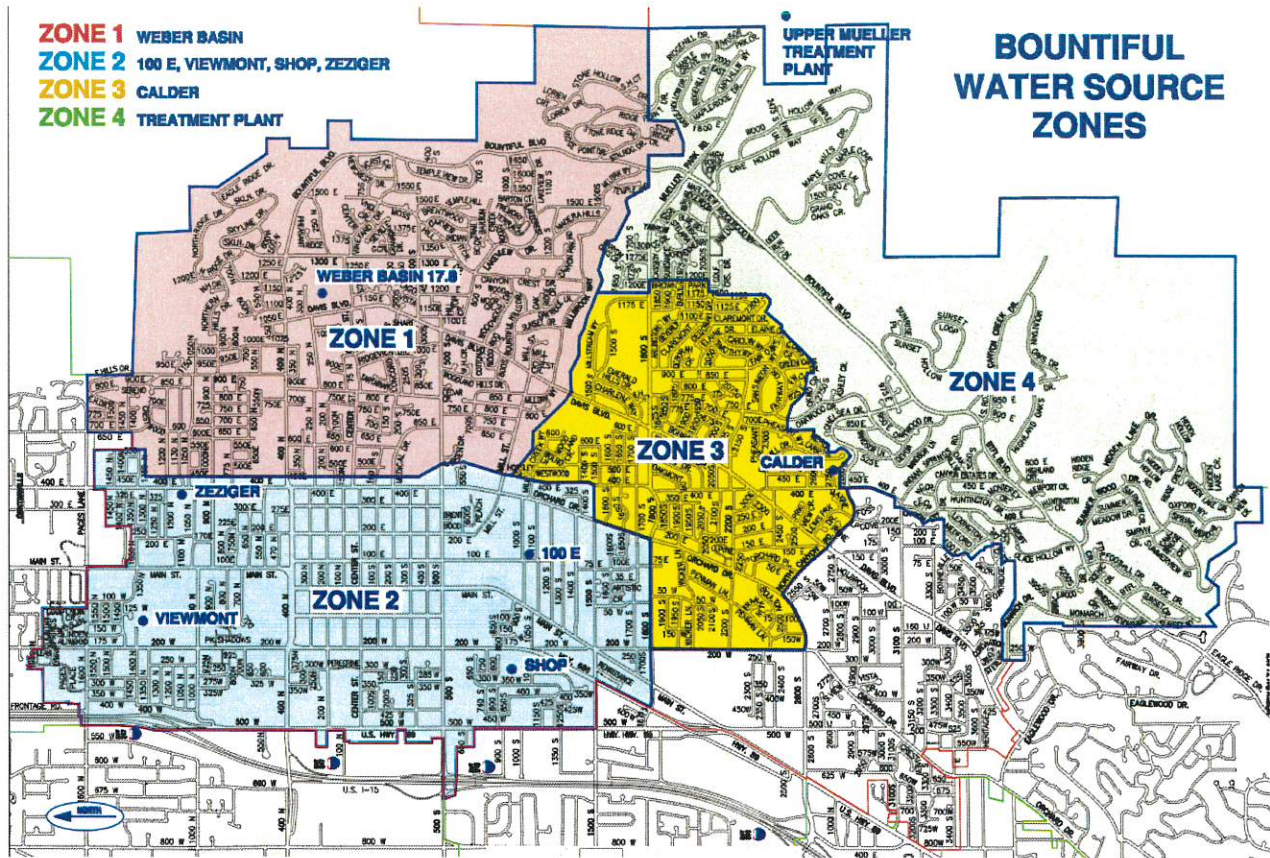
Bountiful City's estimated population for 2022 is 46,404 and around 39,500 residents are served through 11,068 and counting metered connections owned, operated, and maintained by the city, approximately 400 of which are considered commercial. The balance of the City's population is served by South Davis Water District. Approximately 90% of Bountiful water

customers have access to separate irrigation water through a pressurized secondary water system operated by Bountiful Irrigation, Dual Creek, or South Davis Water. This secondary irrigation water is purchased from Weber Basin Water Conservancy District. The secondary water system does not have metered connections and that will be changing in the next few years, but the total amount delivered to Bountiful irrigation suppliers is measured and accounted for by Weber Basin.

Bountiful City's current water sources and associated water rights allow the City to serve its customer base. Bountiful, like the rest of the state is experiencing some growth in population, Bountiful has developed most of the available land within City boundaries, limiting the need for much expansion of the water system in the future. Analysis of current growth rates in the population in Bountiful, and with the per capita water use in conjunction with observations of water demand history shows that Bountiful City's water resources will be able to meet the future needs of its customers.



- Map of Bountiful City Boundary



* Bountiful City Water Service Area Map by Zone

Retail culinary water use breakdown

Bountiful city has a total of 11,053 active metered connections throughout our four different zones shown on the map above. These are split into four areas of reporting. They are residential, commercial, industrial, and institutional. You can see from the two maps that Bountiful city political boundary has an area that we do not supply culinary drinking water too. The area by zone 3 and 4. This area is served by South Davis Water District. The numbers change from year to year. Some years the number of active connections increases or decreases due to homes not being occupied or the closing of businesses. The number of active connections from 2016 to 2021 are listed below.

Water use category	2016	2017	2018	2019	2020	2021
Residential	10,413	10,422	10,439	10,461	10,437	10,539
Commercial	372	368	368	377	407	386
Industrial	2	2	2	2	2	2
Institutional	140	142	141	139	134	126
Total	10,927	10,934	10,950	10,979	10,980	11,053

Over the last five years we have added 126 meters over the four areas to our water system. We do have some land still available to build single family homes and are seeing a larger amount of commercial/residential space being developed over the next 5 to 10 years and could add even more connections to our system. This type of building will play a significant role in how many connections we could have added to the water system and the effect on how we can supply water to these residents. If what is going to be built will be single family home or high occupancy housing. They could be mixed use areas for residential and commercial use.

WATER PRICING

The cost of water that Bountiful City Water delivers to the customers is dependent on a few different areas.

- Size of the meter
- How much the customer uses
- Elevation of the water connection

On July 1, 2017, Bountiful City implemented a block rate structure to comply with S.B. 28. The rates for water change at blocks of > 5,000 gallons = \$1.79, > 72,000 \$1.97, > 105,000 \$2.15 and > 505,000 \$2.33 per 1000 gallons. Rates for meters in the high elevation area are slightly higher and the ranges are depicted in table 1 below.

Table 1: Water Rate Schedule

Low Elevation (Service from reservoirs below 5140’ elevation)

Meter Size	Minimum Gallons included	Minimum Monthly Bill	Cost per 1000 gal. over minimum use
5/8 x 3/4	5,000	21.39	\$1.97- 2.33*
1"	7,000	30.27	\$1.97- 2.33*
1-1/2"	14,000	54.17	\$1.97- 2.33*
2"	22,000	82.50	\$1.97- 2.33*
3"	40,000	146.75	\$1.97- 2.33*
4"	65,000	237.26	\$1.97- 2.33*
6"	125,000	455.63	\$1.97- 2.33*

High Elevation (Service from reservoirs above 5140' elevation)

Meter Size	Minimum Gallons included	Minimum Monthly Bill	Cost per 1000 gal. over minimum use
5/8 x 3/4	5,000	23.57	\$1.98 – 2.57*
1"	7,000	33.89	\$1.98 – 2.57*
1-1/2"	14,000	61.05	\$1.98 – 2.57*
2"	22,000	92.51	\$1.98 – 2.57*
3"	40,000	164.88	\$1.98 – 2.57*
4"	65,000	266.74	\$1.98 – 2.57*

*Based on a four-tiered block rate

WATER SUPPLY/INVENTORY OF WATER RESOURCES

Bountiful City's potable water supply is comprised of three sources: First are the wells drawing water from underground aquifers. Second is from the Millcreek canyon stream and treatment plant, and third is treated Weber River water purchased from WBWCD (Weber Basin Water Conservancy District) and South Davis Water District. In addition to the potable water supply, irrigation water is supplied to most of Bountiful residents via a secondary water system operated by Bountiful Water Sub Conservancy District (aka Bountiful Irrigation District). Bountiful owns and maintains the water rights for the water supplied by the wells and the Mill Creek water treatment plant.

1. Wells- Approximately 60 percent of Bountiful's culinary water supply is provided by eight active City-owned and operated deep wells. Most well water is drawn from unconsolidated Aquifers under the valley floor, although a few of these wells located in the foothills and in canyons draw water from bedrock aquifers. The aquifers are replenished by precipitation sinking into recharged areas to the east of the city. The water from the wells is naturally filtered in the Aquifers, and requires no additional treatment for turbidity removal or inactivation of Microorganisms but we have chosen to maintain a .2 ppm minimum chlorine residual in the water system.

2. Water Treatment Plant- Around 20 percent of the water needed to meet consumer culinary water needs is provided by Mill Creek, a stream in the mountains east of Bountiful. Since the stream is a surface water source and is subject to surface contamination, this water receives complete treatment at the city's Mill Creek Water Treatment Plant. A new ultra-filtration treatment plant using a Toray membrane filtration system was built between 2017-2018 and replaced the plant built in 1986. The treatment plant has the capacity to produce up to 2 MGD.

The treatment plant can treat water all year long with spring and into summer months being the largest producing and tappers off into the fall and winter months.

3. Purchased Water- The remaining 20 percent of the water that Bountiful delivers to its customers comes from the Weber Basin Water Conservancy District (WBWCD). This water is delivered by aqueduct from the Weber River to the District's Treatment Plant in Bountiful. Bountiful diverts a portion of that plant's treated output to the City's distribution system through two metered diversion facilities that allow the use of this water in different areas of the city. This water is purchased under a perpetual delivery contract entered with WBWCD in 1953.

4. Irrigation System. In addition to the above three sources, the secondary (irrigation) system operated by Bountiful Irrigation District delivers about 13,000-acre feet of raw water between April and October each year, supplying most of the city with water for outdoor use. This water is diverted from the Weber River and transferred by aqueduct to distribution reservoirs along the bench lands of Bountiful and through the Bountiful Irrigation District's distribution system. The water delivered by the secondary system is more than double the amount delivered by the City's portable system and it is delivered in one half the time. The volume of secondary water used by residents is not measured by individual meters. Instead, residents pay for this water through annual assessments based on property size. Thus, there is no financial incentive at all to conserve this water.

WATER PRODUCTION AND CONSUMPTION

Production. As used herein production means the total cumulative water delivered annually from all City owned water sources. Each source includes a water meter which is read, and data logged by the water system's SCADA equipment. SCADA system has started being upgraded to a newer and more accurate system and part of that upgrade was of us to install new meters in our booster stations and ground well facilities. These new meters will give us more accurate monthly and annual totals for our records and annual production report.

Production varies from year to year and is dependent mostly on demand for indoor and outdoor use of water.

Consumption. In this context, consumption means the total water sales as measured by fixed customer meters. These meters can be read by our ERT (electronic read transmitter) or manually and the readings are reported to the City's utility billing department. The readings are entered into the customer database and amounts consumed are determined. Below, **Figure 2** represents the water production and consumption data for Bountiful City from 2016-2021.

Figure 2- Bountiful City Water Production and Consumption from 2016 to 2021

Year	Units	Production	Consumption	Loss
2016	Gallons	1,620,733,000	1,448,432,000	10.1%
2017	Gallons	1,657,142,000	1,424,020,000	14.04%
2018	Gallons	1,665,899,152	1,499,653,010	9.62%
2019	Gallons	1,797,184,694	1,342,410,143	24.64%
2020	Gallons	1,453,040,000	1,449,840,000	17.97%
2021	Gallons	1,082,960,000	1,072,890,000	24.01%

The differences between the production volume and the reported consumption volume are accounted for by these different areas of water loss

- Leaks*
- flushing of water lines to maintain quality*
- street washing
- sewer cleaning
- fire fighting
- water theft
- meter inaccuracies (both production and customer meters)
- sales to contractors delivered through fire hydrants
- New main line disinfection and flushing

*The biggest difference from year to year usually has to do with how aggressively we perform our flushing program to ensure water quality and the number of leaks we have each year along with the severity of those leaks. We also have a main line replacement program that has water loss for disinfection and flushing of these new main lines. Water system leaks on our main lines, service lines, and meters account for some of our water loss, and we strive to repair these as fast as possible to decrease the amount of water loss.

Bountiful City strives to treat, produce and purchase only the amount of water needed to provide water to our customers and requirements for fire flow protection. Matching production of an adequate water supply to water use (without producing more than is strictly needed) is an elusive task. However, the goal should be to have a good grip on the production and consumption volumes and to try to maintain the ratio of water consumed to water produced as large as practicable. It will also be seen in **Figure. 2** that from consumption high for the last 6 years was in 2019 but had the highest amount of loss as well. We have seen a drop on average over the next few years, with drought conditions throughout the state and the efforts of

Bountiful city to restrict the use of culinary water for outside use along with state conservation programs available for residents.

CURRENT PROBLEMS INHIBITING CONSERVATION

As with most water systems, Bountiful's system has several challenges and problems that interfere with optimal operation. The following problems were identified as tending to inhibit efforts to achieve additional conservation.

1. Most water waste occurs in connection with poor irrigation practices. However, most of the irrigation water used in Bountiful (estimated at 90%) is supplied by secondary water systems operated by non-City controlled organizations that do not meter water use. The lack of metering for this secondary water use seriously limits the options for measuring water waste or water conservation. The new legislation about metering irrigation water throughout the state and reducing The amount of water used will help with conservation in the future.
2. Bountiful's rate structure in the past has provided little or no financial incentive to conserve water. While conservation-based rate structures provide some incentive to conserve water, the actual water saved is not proportional to the incentive assessed, due to the inelasticity of the demand-price relationship. A block rate structure was initiated on July 1, 2017, has not had a large effect on the water conservation goals.
3. The fact that over most of the costs to operate the water system are fixed, conservation of water will tend to reduce revenues and leave operations underfunded.
4. Water consumption data is difficult to use or analyze due to the way it is reported to the Water Department by the Utility Billing Department. We will be able to lock this down a little better with our new utility billing system.
5. While much media attention has been focused in recent years on conservation, it is probable that many water users still lack practical knowledge or understanding of efficient water use practices or they simply do not care to conserve water. This is mostly true for outside water use.

CURRENT WATER CONSERVATION PRACTICES

Bountiful City recognizes the need to discourage wasteful water use practices and has employed the following practices or incentives.

1. The city adopted an ordinance in about 1994 to prohibit outside landscape watering between the hours of 10 am and 6 pm of each day (see Appendix A). This was done to bring Bountiful into conformance with the rules imposed on secondary water users by the suppliers of that water to avoid potential customer confusion. It was determined by the secondary water providers from their own experience that watering during these hours was less efficient than other hours due to higher losses due to wind and evaporation.
2. The city participates in several water education activities including contributions to The International Office of Water Education, providing presentations to schools or Civic groups upon request, and issue periodic reminders to consumers through the city newsletters, monthly billing statements and the annual Consumer Confidence Report about water conservation. The city website has a spot under announcements to addresses water conservation.
3. An annual review of distribution system condition is done and replacement projects are selected. The annual water department budget typically includes about 1.5 million in line replacements. Main lines having a leak history are strongly considered along with those that lines that have water quality issues and require more frequent flushing.
4. Bountiful has upgraded our meters and the meter reading system. The city is fully metered for potable water, most of the meters are less than 10 years old and test or replace meters, as necessary. We have begun to read meters during the winter, and this helps us catch leaks that we did not see during the winter in the past for our customers. Our new radio meter reading system has made it much easier to monitor use.
5. We have analyzed the City's system of accounting for water consumption. This was done with the goal of facilitating a better understanding about how much water is being used in Bountiful City. This has been accomplished through a monthly reckoning with accountants to see if improvements to the accounting or billing system(s) need to be made. We have a new utility billing system in place from 2015-2016 and have more options as to how we can track data.
6. Over the last two years the Bountiful city staff has evaluated the current water supply and made recommendations to the City Council to adopt resolutions about outside watering restrictions with use of culinary water.
7. The city had a xeriscaping ordinance adopted to the city code in 2007. This is being looked at to see if updates need to be made to be eligible for the "Flip the Strip" program.

No other water conservation measures have been officially adopted. We have no official conservation coordinator on staff, but water system employees along with other city staff are

aware of the need for conservation. Staff can help with information about homeowner service line leaks and help point residents in the right direction to start a repair.

PROPOSED WATER CONSERVATION MEASURES (GOALS)

Bountiful will continue to maintain current water conservation policies and practices. In addition, the Council agreed that the following goals were worth pursuing.

Goal #1: Decrease per-capita water consumption by at least three percent.

Consumer responsiveness to the city ordinance regarding water conservation, as well as to general media coverage has enabled the city to reduce its gross water consumption by approximately 11 percent over the last ten years despite growth in population. This is a goal we set in our plan for 2012, and we have met the goal for the past few years, but realistically it is due to high precipitation in the winter and spring. Figure 2 shows the outcome of this goal. In 2019 we have the highest production year listed and with our summer watering restrictions of culinary water for outside use that number has decreased.

The city culinary water system has seen a decrease in the *Gallons Per Capita Day* (gpcd) over the last 12 years. In 2010 the gpcd was 98 and went down to 87 in 2020 and even lower in 2021 at 65. This decrease can be attributed to the water conservation efforts of the city by implementing water restrictions and the efforts of the residents that want to conserve water.

Goal #2: Study the water rate structure to determine whether it is possible to achieve further conservation through alteration of the water rates without placing unreasonable cost burdens on the consumer or causing an operating revenue shortfall.

With the passage of S.B. 28 requiring the use of block rates, Bountiful City implemented an increasing rate block structure in its billing system that began in July 2017. This block rate structure has been working fine and we have had some conversations about adding another tier or making a rate change to the upper tiers. We are currently looking at what options we have and how we should proceed. We would like to have any changes being made adopted by the city council before July 2023 budget year starts. This would not affect the residents that are on the lower tiers, but the residents that use more water and move from one tier to another would be affected. Citizens should not be punished financially for trying to conserve water.

Goal #3: Review available information for "Water-Wise" landscaping and establish some City guidelines for the same.

Consider allowing and recommending native plants or xeriscaping in commercial areas to allow the city to conserve more water in certain zones. Back in 2007 Bountiful adopted a xeriscaping ordinance (Appendix B) that residents could use in a public right of way to become more "water wise" with landscaping in their yards.

Bountiful city staff have been in conversations with City Council members to see if changes need to be made to our current ordinance. The decision to keep our city's existing ordinance or

make changes to allow Bountiful to be eligible for programs like “Flip the Strip.” This change will be addressed in a future council meeting and could be in place for the next irrigation season starting in 2023. The purpose of updating the landscape feature list is to aid water conservation efforts. There are many sources for information that we have included on our city web page under the *water conservation* heading. We will continue to update this page with added information and use this as a spot to post about the watering restrictions in place at the time.

Goal #4: Initiate a comprehensive education plan for water conservation practices and make it available to the public.

The comprehensive education plan will consist of (1) updating the Bountiful City Water Department website to include all ordinances, guidelines, and suggestions for minimizing water waste, (2) notifying each home informing citizens of ways to reduce water use, (3) creating a conservation presentation, which could be presented in public schools and civic groups, and (4) any other means deemed appropriate and/or necessary to maintain current conservation levels within the City.

Goal #5: Cooperate with secondary water suppliers in educating the public in efficient irrigation practices.

While this activity will not have as pronounced an effect on consumption of culinary water as on irrigation water in Bountiful, it nevertheless will result in waste reduction. Typical practices to be stressed would include installation of water-wise landscaping materials, use of rain or soil moisture sensors and making sure sprinkler systems are not watering impervious areas. This goal is ongoing and will remain in our conservation plan. The push to have meters installed on irrigation connections will help the conservation effort. This goal will take time for the supplier of secondary water in Bountiful to achieve but will need to be done before the deadline that Utah HB242 set as January 1, 2030.

Irrigation meters will help us track the water use at each facility. An evaluation of the site can be made to figure out overwatering or even leak identification so repairs can be made.

Goal #6: Develop a contingency plan for water shortages.

We are currently following what Weber Basin has for a County wide contingency plan with different tiers from normal to severe. We need to work on getting our own plan and implementing that with City Council approval. The city has not looked at our own contingency plan for water shortages and would like to have our own plan implemented by 2024.

Goal #7: Automated sprinkler systems for city owned facilities.

Bountiful city is planning to have all the sprinkling systems automated at all the city owned properties and facilities (parks, buildings). This is a budgeted item, and we will start the installation of the automated system in the spring of 2023 and will take until 2024 to have all the sites automated. Having automated irrigation systems will allow city staff to have better control of watering schedules and can monitor the use of irrigation water being utilized at that site.

PLAN IMPLEMENTATION AND UPDATING

The timeline we set to implement our goals ranges from the current year to 2030. A few of the goals that we have set as a city are in the decision-making process and could have a decision made by in the next few months and could be implemented by the end of 2023, like our automated system for the sprinklers. Other goals will take the next few years, like having our own contingency plan or more long term from 2025 or beyond to be implemented like the secondary water meter installation. We will also keep up with our efforts to conserve water through our watering restrictions at city owned facilities and that of the residents

To track progress on the goals stated above, the goals should be subdivided into discrete tasks and delegated to appropriate City staff. Our yearly water production is tracked monthly and submitted once a year for the state's consumption report. This report allows us the ability to look over each year. This report gives a big picture to our conservation efforts, are we producing and selling less water? Another way we can track use is with the software used by our utility department. We can see who is using more water on years with watering restrictions and even help residents that have high bills figure out they have service line leaks. This will be done by the Water Director and progress will be reported to the City Council Water Committee. The entire plan will be reviewed once every five years and updated as required by statute.

What the future holds for Bountiful

The last five years have shown a population increase between 100-200 a year with six years and before had larger increases of 300-1000 a year. The population of Bountiful has been increasing over the years and is projected to increase with new development underway. This information helped with a projected increase of 1500-2000 more residents in Bountiful in the next 5-10 years if it keeps close to the same trend.

We have seen a decrease in water use over the last 2 years and hope this will continue that same trend and continue to decrease our water consumption over time. We can currently provide water to the city through our deep-water wells, treatment plant, and water purchased from other sources. We estimate that we can provide for the water needs of the city for the next 5-10 years, even with the current projects including high occupancy housing, businesses, and new subdivisions in development at this time. Bountiful city has a few more opportunities to have building done in some of the areas in town that are undeveloped.

We will have the need to increase water production or search for alternative sources to continue to provide for the increase of the city's population. The combination of our goals for conservation through water restrictions and our goals outlined above being implemented and successful and keep the overall decrease of water use at least at the 3% will help prolong the need for more production or the need to find other means to increase our water supply.

City Council Plan Adoption

The revised plan will be presented at a regularly scheduled City Council meeting on ***Tuesday September 13, 2022***, which the public will have a chance to comment.

The plan will remain on file with the City Administrative office as well as the Water Department Office for public review. Public notification of the plan's availability will be accomplished by a notice in the annual Consumer Confidence Report, which is on the City's website.

Appendix

APPENDIX A

Excerpts from the Bountiful City Code - 2004 Relating to Water Conservation

6-5-109. Scarcity of Water.

In time of scarcity of water, whenever it shall in the judgment of the Mayor and the City Council be necessary, the mayor shall by proclamation limit the use of water for other than domestic purposes to such an extent as may be necessary for the public good. It is unlawful for any person to violate any proclamation made by the mayor in pursuance of this Section.

6-5-114. Waste Prohibited.

It is unlawful for any water user to waste water, or to allow it to be wasted, by imperfect stops, taps, valves, leaky joints or pipes or to wastefully run water from hydrants, faucets, or stops or through basins, water closets, urinals, sinks, or other apparatus, or to use water in violation of the rules, regulations or Ordinances for controlling the water supply.

6-5-124. Outside Watering Restrictions.

(a) Watering outside the home with Bountiful City culinary water is prohibited between the hours of 10 a.m. and 6 p.m. from April 15th through October 15th of each year.

(b) The City Engineer, in his reasonable discretion, is authorized to permit water use in contravention of these provisions. A written application stating the reasons for the requested exception shall be submitted. A record shall be kept of any such exceptions granted, and a written permission issued.

(c) Anyone using water in violation of these provisions shall, upon a first violation, be warned against further illegal use, and upon a second or further violation, be assessed a water user fee of \$100 per violation. Such fee shall become part of the water bill of that person or of the property whereon such use occurred. There shall be a right of appeal of any such assessment to the City Council, which appeal must be made in writing within thirty days of the assessment.

(d) Anyone using water in violation of these provisions shall be guilty of a class C misdemeanor.

Appendix B

14-16-115 XERISCAPE STANDARDS

The following are the minimum standards for xeriscaping any parkstrip or other landscape area located within a public right-of-way.

(a) There shall be at least one (1) street tree for every forty (40) linear feet of frontage, or fraction thereof.

(b) At least fifty percent (50%) of the required landscape area shall be in live vegetation.

(c) Live vegetation shall be distributed throughout the landscape area, and shall not be clustered or segregated.

(d) Bark, lawn clippings, chipped wood, and similar loose materials are not permitted.

(e) Decorative rock material shall be a minimum of one (1) inch aggregate, and shall not exceed the height of the sidewalk nor the top of the back of curb. Such material shall be at least three (3) inches deep and shall be placed completely on top of a weed fabric barrier that allows the permeation of water.

(f) White quartz rock, lava rock, and gravel or any other material that approximates the color of concrete, are not permitted.

(g) Any area of xeriscape shall be improved with a drip irrigation system or similar permanent irrigation system that covers the whole area.

(h) Any individual, corporation, or other entity that xeriscapes an area within a public right-of-way shall be responsible for any damage caused by rock or other materials that migrate onto a sidewalk, street, storm drain or other public facility, regardless of how such migration occurs.

This is our current code and is subject to change if the City Council finds it necessary to fit in with the “Flip the Strip” program.

Appendix C

City Council Staff Report

Subject: Tyler Technologies Software Maintenance
Author: Alan West
Department: Information Technology
Date: September 13, 2022



Background

Tyler Technologies provides support for all Bountiful City financial software. Software Support Maintenance Agreements (SSMA) are usual and customary in the computer software industry.

Analysis

Through this maintenance agreement we receive all updates and enhancements to the Munis software. The contract also provides full access to Tyler's technical support staff to resolve issues or get general processing help. Tyler System Management Services Support (TSM) provides comprehensive real-time system analysis and management of all servers and updates.

Department Review

During the budget process the Information Technology staff provides each department a detailed analysis of expected computer-related costs. The projected Tyler Technologies software maintenance costs are included in that report.

- Note: Due to recent challenges with technical support, Tyler Technologies has authorized a \$10,000 credit.

Significant Impacts

Keeping our software up to date is critical. Accurate processing of all transactions related to Finance, Payroll, Accounts Payable, Utility Billing, Permits & Inspections, etc. is vital to the day-to-day operations of the City. Most city departments share in the cost of this software maintenance. Sufficient funding has been included in the budgets of all affected departments.

Recommendation

The Information Technology staff recommends that City Council approve the annual Tyler Technologies Software Maintenance contract as follows:

• Financial Software Support & Update Licensing:	\$71,492.26
• Tyler System Management Services Support:	18,172.70
• Tyler Unlimited Client Access Maintenance:	1,650.00
Sub Total:	<u>\$91,314.97</u>
Less: Credit	<u>(10,000.00)</u>
TOTAL:	<u>\$81,314.97</u>

City Council Staff Report

Subject: Microsoft Office 365 – License Renewal
Author: Alan West
Department: Information Technology
Date: September 13, 2022



Background

In 2019, the Information Technology Department recommended that Bountiful City retire our in-house Microsoft Exchange server and migrate all email and document management to Microsoft Office 365. Over the next two years we moved all users away from our legacy Exchange server and onto Office 365.

Analysis

An important benefit we have realized by moving to Office 365 is that all software in the Microsoft Office Suite (Word, Excel, Outlook, PowerPoint, etc.) is always current. Prior to moving to Office 365, we had the challenge of keeping individual computers up to date with the latest version of Microsoft Office. The cost of renewing the software was significant. A “renewal” essentially meant that we re-purchased the latest version of Microsoft Office every few years for every employee.

Another significant advantage of Office 365 is that users can access email and data from any location or device.

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

Department Review

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

Significant Impacts

Every user and department benefits from using Office 365. All departments have budgeted for this license renewal.

Recommendation

The Information Technology department recommends that Council approve the annual renewal of the Microsoft Office 365 licensing from CDWG at a cost of \$26,174.40.

- \$21,660.00 for Office 365 Standard and \$4,514.40 for Office 365 Basic

City Council Staff Report

Subject: Traffic Safety Committee Recommendation
Author: Lloyd Cheney, City Engineer
Department: Engineering
Date: September 13, 2022



Background

The Traffic Safety Committee is made up of the three (3) elected officials who are assigned to the Streets & Sanitation Budget Committee, the City Engineer, the Chief of Police, and the Streets Director. This committee reviews traffic and pedestrian related issues, considers appropriate solutions and forwards recommendations for implementation to the City Council. The committee met on August 25, 2022 and reviewed five (5) items, of which only one (1) requires action from the City Council.

Analysis

Bountiful Irrigation (irrigation service provider, not a City Department) requests installation of a No Parking Zone on the south side of 400 South Street, immediately east of Main Street. Bountiful Irrigation has a pressure reducing station on the south side of the street approximately 20 feet from the edge of the concrete pavement and 25 ft from the painted crosswalk. During the irrigation season, regular (frequent) access is needed for maintenance purposes. They are finding it a common occurrence for a vehicle to be parked over the manhole lid and locating the driver/owner can be difficult.



Conditions in this area are less than ideal for parallel parking on the south side of 400 South. Visibility from the driveway/parking area behind the existing building can be adversely impacted by cars parked on the south side of the road due to the very narrow asphalt strip (approx. 2 feet

wide) between the curb and the existing building which provides the only view for eastbound traffic on 400 South when there is on-street parking. Cars exiting the parking area must enter the roadway to see oncoming traffic. In addition, UCA 41-6a-1401 prohibits parking within 20 ft of a marked crosswalk, which is also frequently violated at this location, and other similar locations downtown.

Discussion by the Committee for this item included the proximity of the on-street parking to the drive approach which accesses the parking area directly behind the buildings with Main Street frontage, the distance from the cross walk to the manhole, the cost of the signs and painting (\$125 for the sign, \$15 for paint) and the need to coordinate the restriction with the adjacent businesses. The Committee did vote in favor of a recommendation to approve the installation of a “No Parking Here to Corner” sign and 20 feet of red curb at this location.

Department Review

This report has been reviewed by the City Manager.

Significant Impacts

This project will be funded by the City through the Street Department’s Operations & Maintenance budget.

Recommendation

- The Traffic Safety Committee recommends the City Council approve the installation of a “No Parking Here to Corner” sign and 20 feet of red curb at this location.

Attachments

None

City Council Staff Report

Subject: North Canyon Trailhead
Author: Lloyd Cheney, City Engineer
Department: Engineering
Date: September 13, 2022



Background

As staff proceeds with the North Canyon Trailhead Project, there are two items which require action by the City Council:

1. An Amendment to the Interlocal Agreement with Davis County extending the project completion date to June 30, 2023 requires the Council to pass Resolution 2022-17.
2. The Bountiful City Code, Section 6-2-122 requires Council approval for street grades which exceed 12%.

Analysis

1. Amendment to the Interlocal Agreement with Davis County

As stated in the original Agreement, the City and County originally agreed to an eighteen month time frame to complete the project, which expired in July 2022. The completion date provision for the project is proposed to be modified to June 30, 2023. All other terms of the Interlocal Agreement remain the same.

2. Approval of the Design Grade of Canyon Creek Road

The current design of Canyon Creek Road was the result of an iterative process which positioned the parking lot to a more easterly (and higher) location on the property. The resulting centerline grade of the extension of Canyon Creek Drive was 13.52%. It is also important to note that the proposed grade matches the existing slope of Canyon Creek Drive.

Section 6-2-122 of the Bountiful City Code limits the maximum grade of any street to 12%, without an approval by the City Council. Short sections of steeper grades which are less than 200 feet long and up to 15% in slope may be authorized by the Council. For this particular project, the length of the request for approval is within the allowable criteria with a length of 125 feet (\pm) and a slope of 13.52%.

Department Review

This report and resolution have been reviewed by the City Attorney and the City Manager.

Significant Impacts

None.

Recommendation

Staff recommends that the City Council take the two separate actions:

- 1) Approve Resolution 2022-17 Amending the date of an interlocal agreement with Davis County
- 2) Authorize construction of the extension of Canyon Creek Drive as designed, with a centerline grade of 13.52% for a distance of approximately 125 linear feet.

Attachments

Resolution 2022-17

Davis County Amendment No 1.

Sheet C700 Plan and Profile Sheet for Canyon Creek Drive extension



BOUNTIFUL

MAYOR
Kendalyn Harris
CITY COUNCIL
Millie Segura Bahr
Jesse Bell
Kate Bradshaw
Richard Higginson
Cecilee Price Huish
CITY MANAGER
Gary R. Hill

Bountiful City Resolution No. 2022-17

A RESOLUTION AMENDING THE TERMINATION DATE FOR THE INTERLOCAL COOPERATION AGREEMENT BETWEEN BOUNTIFUL CITY AND DAVIS COUNTY FOR PROJECT REIMBURSEMENT FOR THE NORTH CANYON TRAILHEAD PROJECT.

It is the finding of the Bountiful City Council that:

1. The City is authorized by Utah Code § 11-13-101 *et seq.* authorizes public agencies and political subdivisions of the State of Utah to enter into mutually advantageous agreements for cooperative projects; and
2. Bountiful City and Davis County desire to amend certain terms of the Interlocal Cooperation Project Reimbursement Agreement included in Bountiful City Resolution 2020-22 and Davis County Resolution No. 2020-610; and
3. It is in the best interest of the City to modify this Interlocal Agreement in order to provide for the efficient use of funds.

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

Section 1. Completion Date. Subsection 1.a of the Agreement is omitted and replaced with the following:

The City shall commence and complete all material aspects of the Project in a manner consistent with the Agreement on or before June 30, 2023.

Section 2. Effective Date of This Amendment. The effective date of this amendment is the earliest date after this amendment satisfies the requirements of the Act.

Section 3. Continuing Effect of the Agreement. Except to the extend specifically modified by this amendment, the terms and conditions of this Agreement shall remain in full force and effect.

Section 4. Counterparts; Electronically Transmitted Signatures. This Amendment 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 email shall have the same force and effect as original signatures.

Section 5. Mayor Authorized to Execute. The Mayor of Bountiful City is authorized to sign and execute the attached Amendment No.1 to Interlocal Cooperation Project Reimbursement Agreement for and on behalf of the City.

Section 6. Severability Clause. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 7. Effective Date. This Resolution shall become effective immediately upon its passage.

Adopted this 13th day of September, 2022.

Mayor Kendalyn Harris

ATTEST:

City Recorder Shawna Andrus

AMENDMENT NO. 1 TO INTERLOCAL COOPERATION PROJECT REIMBURSEMENT AGREEMENT

This amendment is between Davis County, a political subdivision of the State of Utah, and Bountiful City, a municipal corporation of the State of Utah.

Whereas, the parties entered into an Interlocal Cooperation Project Reimbursement Agreement on December 9, 2020, which is labeled in Davis County’s records as Resolution No. 2020-610 (the “Agreement”);

Whereas, the parties, through this amendment, desire to modify certain terms and/or provisions of the Agreement; and

Whereas, the parties are authorized to enter into this amendment pursuant to Utah’s Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, Utah Code Annotated (the “Act”).

The parties therefore agree as follows:

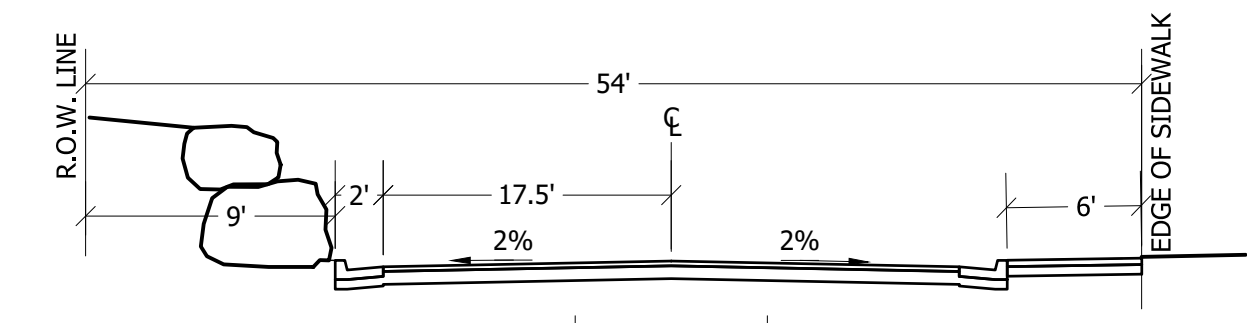
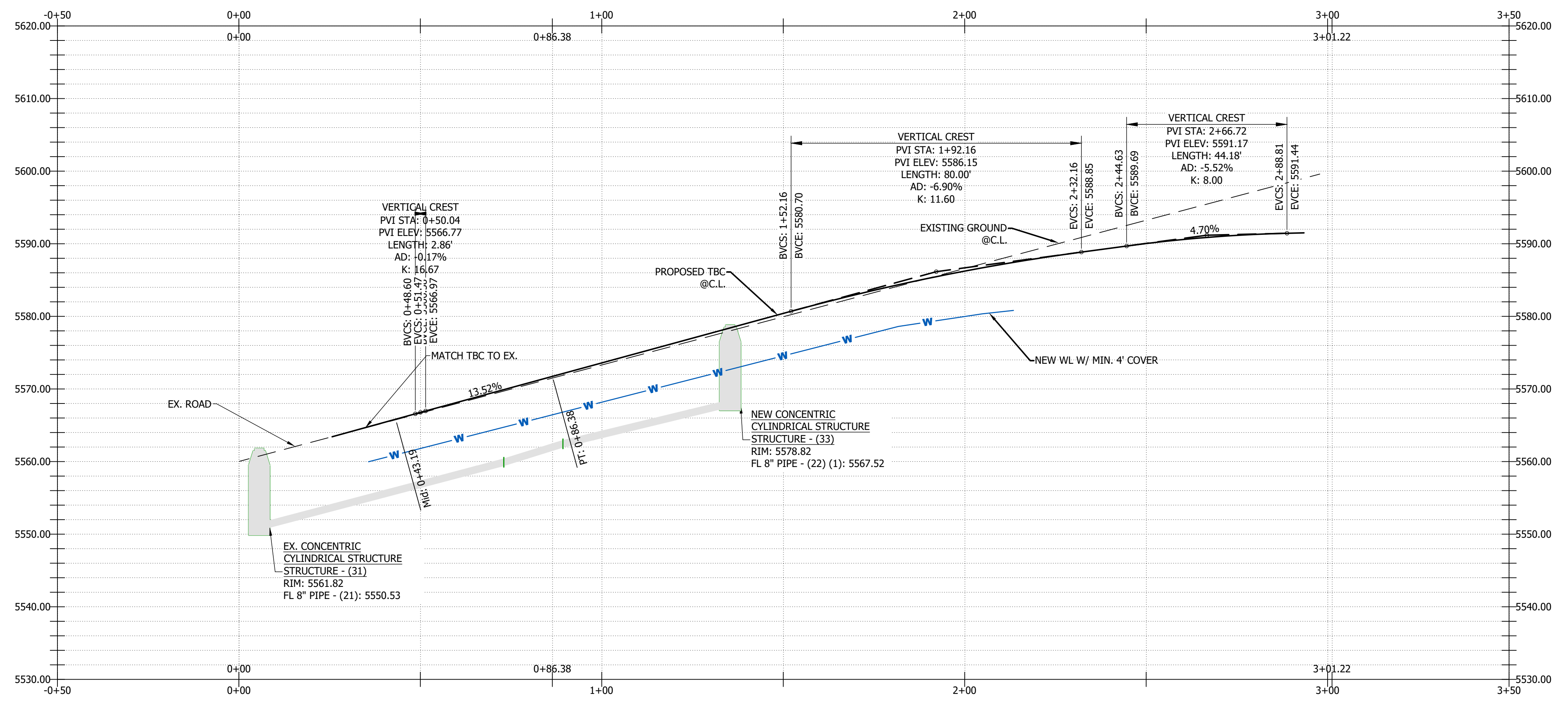
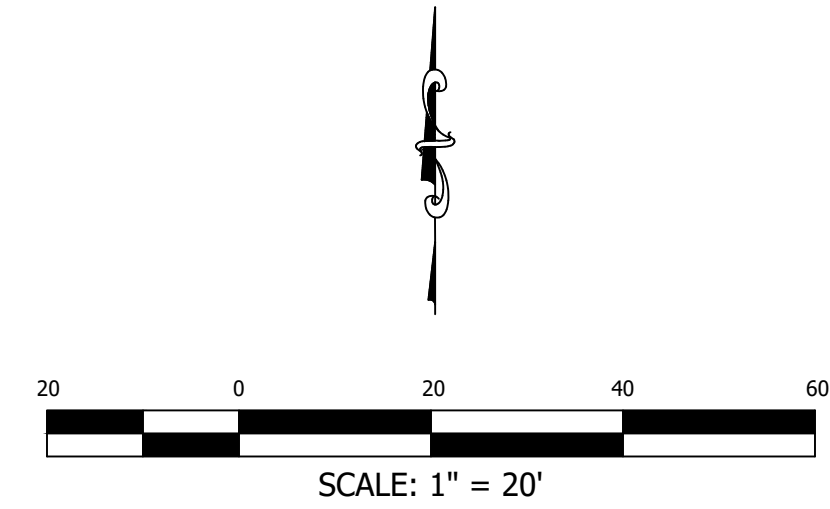
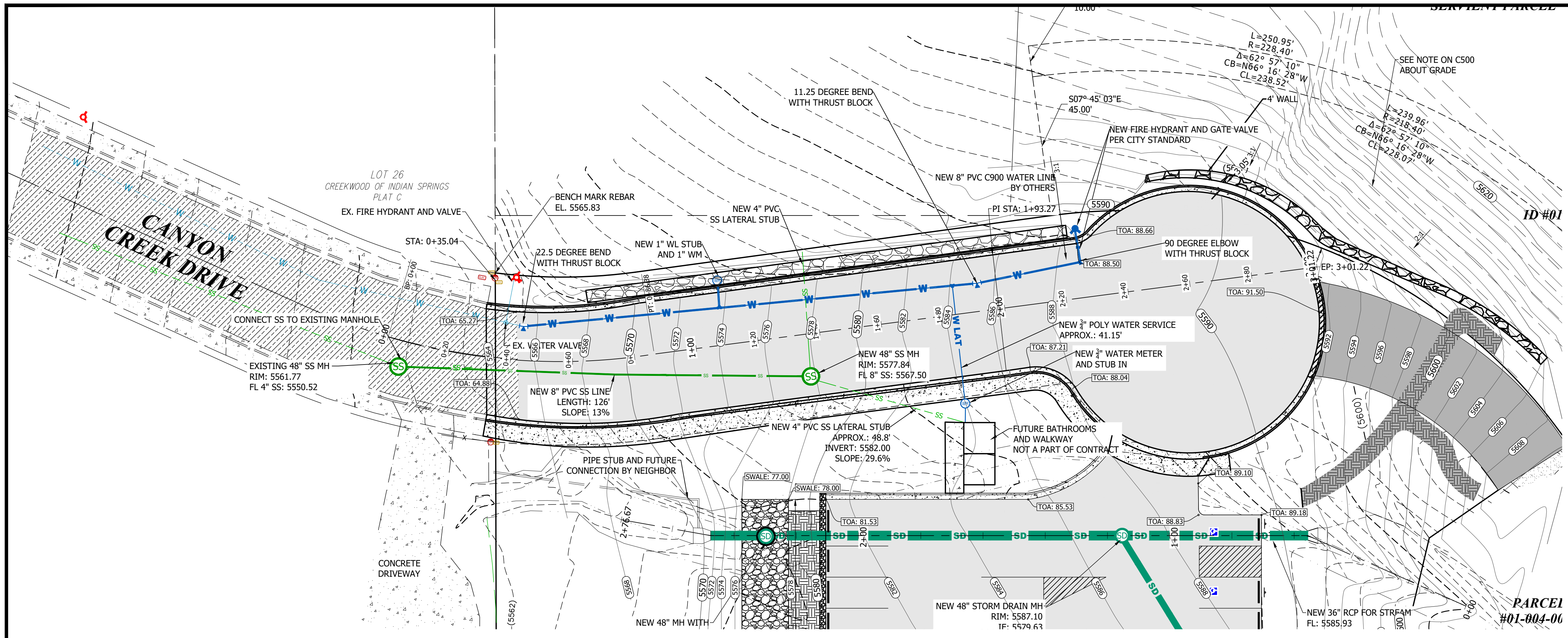
1. Completion Date. Subsection 1.a of the Agreement is omitted and replaced with the following:

The City shall commence and complete all material aspects of the Project in a manner consistent with the Agreement on or before June 30, 2023.

2. Effective Date of This Amendment. The effective date of this amendment is the earliest date after this amendment satisfies the requirements of the Act.
3. Continuing Effect of the Agreement. Except to the extent specifically modified by this amendment, the terms and conditions of the Agreement shall remain in full force and effect.
4. Counterparts; Electronically Transmitted Signatures. This amendment 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.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be signed by their duly authorized representatives on the dates indicated below.

<p>DAVIS COUNTY</p> <p>By: _____ Randy B. Elliott, Chairman Board of Davis County Commissioners</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Curtis Koch, Davis County Clerk/Auditor</p> <p>Date: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p>_____ Davis County Attorney’s Office</p>	<p>BOUNTIFUL CITY</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>ATTEST:</p> <p>_____ Bountiful City Recorder</p> <p>Date: _____</p> <p>REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH APPLICABLE LAW:</p> <p>_____ Bountiful City Attorney</p>
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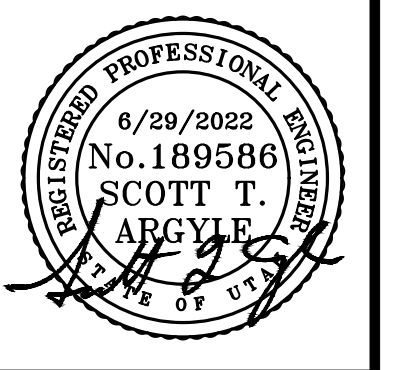
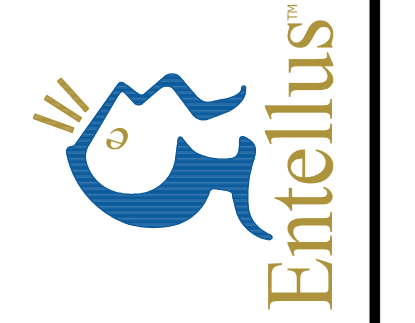
TYPICAL ROADWAY X-SECTION

CURB FIT TO EX. ASPHALT

THE CURB & GUTTER DESIGN IS BASED ON A SURVEY OF EXISTING EDGE OF ASPHALT ELEVATIONS, AND IS INTENDED AS A BEST FIT OF NEW CONCRETE TO EXISTING ASPHALT ELEVATIONS. THIS DESIGN IS SUBJECT TO ADJUSTMENT IN THE FIELD. THE CONTRACTOR IS TO FIELD VERIFY A MINIMUM OF 2% AND A MAXIMUM OF 5% CROSS-SLOPE FROM EXISTING ASPHALT TO THE LIP OF GUTTER & COORDINATE REQUIRED CHANGES WITH THE ENGINEER PRIOR TO CONSTRUCTING THE CURB & GUTTER SHOWN ON THIS PLAN.

THE CONTRACTOR IS TO SAWCUT A NEAT, STRAIGHT EDGE ALONG THE EXISTING EDGE OF ASPHALT & PLACE TACK OIL BEFORE PLACING NEW ASPHALT ADJACENT TO EXISTING ASPHALT.

1470 South 600 West
Woods Cross, UT 84010
Phone 801.298.2236
www.Entellus.com



BOUNTIFUL CITY

1390 EAST CANYON CREEK DRIVE
PARCEL #01-004-0038
LOCATED IN THE SOUTHWEST 1/4 OF SECTION 4, T.1N., R.1E., S.1.R.&M.
BOUNTIFUL CITY, DAVIS COUNTY, UTAH

REV #	DATE	COMMENT

DRAWN: JBC
APPROVED: STA
PROJECT #: 1190016
1190016_SET.dwg

C700
PLAN & PROFILE

City Council Staff Report



Subject: Administrative correction to Cemetery Fees in the FY2022-2023 Budget Document
Author: Galen D. Rasmussen, Assistant City Manager
Department: Executive
Date: September 13, 2022

Background

Bountiful City adopted its Fiscal Year 2022-2023 budget in tentative form on May 10, 2022, and in final form on June 21, 2022. Those budget documents included every department's operating and capital budgets along with their fees and charges for adoption by the Council. After publishing of the budget document, staff discovered a clerical error in the Cemetery fee schedule on pages 226 to 228. The version of the Cemetery fee schedule that was included on pages 226 to 228 of the originally published budget documents was a version that was only intended to be a discussion item, but due to an oversight, that discussion version inadvertently remained in the published documents. There are no changes to cemetery fees this year.

Analysis

While it is not administratively feasible to reclaim and revise all copies of the budget document distributed thus far for this clerical error, staff will revise the version that appears on the City's website to include the correct Cemetery fee schedule. Staff is also bringing this item to the Council's attention tonight with a request to formally adopt the corrected and replaced version of the Cemetery Fee schedule via Resolution # 2022-16. This version of the schedule was the version upon which the budget was originally based.

Department Review

This matter has been reviewed and approved by the Parks Director and the City Manager.

Recommendation

Staff recommends approval of Resolution #2022-16 which provides for a corrected Cemetery Fee schedule to be made available in replacement of the fee schedule which was inadvertently included in the published budget documents for Fiscal Year 2022-2023.

Significant Impacts

None

Attachments

- Resolution # 2022-16

BOUNTIFUL



Bountiful City Resolution No. 2022-16

MAYOR
Kendalyn Harris

CITY COUNCIL
Millie Segura Bahr
Jesse Bell
Kate Bradshaw
Richard Higginson
Cecilee Price-Huish

CITY MANAGER
Gary R. Hill

A RESOLUTION CORRECTING THE FEE SCHEDULE FOR THE BOUNTIFUL CITY CEMETERY AS IT APPEARED IN FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the City of Bountiful (“City”) desires to show the correct fees related to the City Cemetery in the City Budget; and,

WHEREAS, the Parks Director, City Manager, and Assistant City Manager have determined that the adopted budget document for Fiscal Year 2022-2023 previously did not include the correct version of the fee schedule; and,

WHEREAS, the correct version upon which the Cemetery budget was based is now available,

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

Section 1. Cemetery Fees are restated as outlined in the attached corrected fee schedule as Exhibit A to the resolution.

Section 2. The City Manager and staff are authorized and directed to take such steps as necessary to implement the above changes by making the corrected fee schedule available for public review at the Cemetery, by public request, and on the City website as part of the posted budget document.

Section 3. This resolution shall take effect immediately upon adoption.

Adopted by the City Council of Bountiful, Utah, this 13th day of September, 2022.

Kendalyn Harris, Mayor

ATTEST:

Shawna Andrus, City Recorder

Cemetery Fees

Description of Fee or Charge	Unit	FY2023 Fee/Charge	Comments
Burial Spaces:			
Residents -			
One to Eight Spaces	Each	\$640.00	Includes \$140 perpetual care fee
Double Depth First and Second Burials	Each	\$805.00	Includes \$280 perpetual care fee
Baby burial space	Each	\$250.00	
Raised Marker Fee	Each	\$100.00	
Flat Marker Fee	Each	\$20.00	Minimum of 4 spaces together for each raised headstone.
Non-Residents -			
One to Eight Spaces	Each	\$940.00	Includes \$140 perpetual care fee
Double Depth First and Second Burials	Each	\$1,105.00	Includes \$280 perpetual care fee
Baby burial space	Each	\$300.00	
Raised Marker Fee	Each	\$100.00	
Flat Marker Fee	Each	\$20.00	Minimum of 4 spaces together for each raised headstone.
Grave Opening Fees:			
Residents -			
Adult (opening and closing)	Each	\$525.00	
Double Depth First and Second Burials	Each	\$650.00	
Disinterment (second burial - top casket)	Each	\$900.00	
Disinterment (double deep first burial - bottom casket)	Each	\$1,200.00	
(Note: If disinterment of the first burial (bottom casket) is requested, both disinterment fees must be paid.			
Baby Grave Opening	Each	\$150.00	
Infant Disinterment	Each	\$400.00	
Title Transfer Fee	Each	\$50.00	
Non-Residents -			
Adult (opening and closing)	Each	\$1,800.00	
Double Depth First and Second Burials	Each	\$1,895.00	
Disinterment (second burial - top casket)	Each	\$900.00	
Disinterment (double deep first burial - bottom casket)	Each	\$1,200.00	
(Note: If disinterment of the first burial (bottom casket) is requested, both disinterment fees must be paid.			
Baby Grave Opening	Each	\$300.00	
Infant Disinterment	Each	\$400.00	
Title Transfer Fee	Each	\$100.00	

Cemetery Fees (continued)

				FY2023
Description of Fee or Charge	Unit	Fee/Charge	Comments	
Urn Burial Charges:				
Residents -				
Urn Burial Space - In-ground	Each	\$300.00	Requires opening/closing fee	
Urn Grave Opening/Closing - In-ground	Each	\$200.00		
Urn Niche Space - Columbarium	Each	\$550.00	Bottom Level	Opening/Closing, Perpetual Care, and Basic Engraving fees (name and date) are included. Overtime charges apply.
	Each	\$650.00	2nd Level	
	Each	\$750.00	3rd Level	
	Each	\$850.00	Top Level	
Natural Boulder Niche - Single	Each	\$600.00	Opening/Closing, Perpetual Care, and Basic Engraving fees (name and date) are included. Overtime, weekend, and Holiday charges apply.	
- Companion	Each	\$800.00		
Granite Urn Niche - Single	Each	\$800.00	Opening/Closing, Perpetual Care, and Basic Engraving fees (name and date) are included. Overtime, weekend, and Holiday charges apply.	
- Companion	Each	\$1,200.00		
Bench Niche - Single	Each	\$1,200.00	Opening/Closing, Perpetual Care, and Basic Engraving fees (name and date) are included. Overtime, weekend, and Holiday charges apply.	
- Companion	Each	\$1,600.00		
Non-Residents -				
Urn Burial Space - In-ground	Each	\$400.00	Requires opening/closing fee	
Urn Grave Opening/Closing - In-ground	Each	\$300.00		
Urn Niche Space - Columbarium	Each	\$700.00	Bottom Level	Opening/Closing, Perpetual Care, and Basic Engraving fees (name and date) are included. Overtime charges apply.
	Each	\$800.00	2nd Level	
	Each	\$900.00	3rd Level	
	Each	\$1,000.00	Top Level	
Natural Boulder Niche - Single	Each	\$1,200.00	Opening/Closing, Perpetual Care, and Basic Engraving fees (name and date) are included. Overtime, weekend, and Holiday charges apply.	
- Companion	Each	\$1,600.00		
Granite Urn Niche - Single	Each	\$1,600.00	Opening/Closing, Perpetual Care, and Basic Engraving fees (name and date) are included. Overtime, weekend, and Holiday charges apply.	
- Companion	Each	\$2,000.00		
Bench Niche - Single	Each	\$2,000.00	Opening/Closing, Perpetual Care, and Basic Engraving fees (name and date) are included. Overtime, weekend, and Holiday charges apply.	
- Companion	Each	\$2,400.00		

Cemetery Fees (continued)

			FY2023	
Description of Fee or Charge	Unit	Fee/Charge	Comments	
Overtime Charges:				
<i>Apply to Saturdays, Legal Holidays & after 4 p.m.</i>				
Saturday 1-Time Charge - Overtime charges apply starting 4:01 p.m.	Each	\$350.00		
Residents - Overtime Charge Each hour after 4:00 (Note: First hour starts at 4:01 p.m., Second hour starts at 5:01, etc)	Per Hour	\$200.00		
Non-Residents - Overtime Charge Each hour after 4:00 (Note: First hour starts at 4:01 p.m., Second hour starts at 5:01, etc)	Per Hour	\$200.00		
<i>Provide 2 business days advanced notice to Cemetery for burials. See: "Funeral Service Notice Policy".</i>				