BOUNTIFUL CITY COUNCIL MEETING TUESDAY, February 13, 2018 No Work Session Regular Session - 7:00 p.m.

NOTICE IS HEREBY GIVEN that the City Council of Bountiful, Utah will hold its regular Council meeting at City Hall, 790 South 100 East, Bountiful, Utah, at the time and on the date given above. The public is invited to all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

AGENDA

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 2 minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
- 3. Approve minutes of previous meeting January 23, 2018
- 4. BCYC Report
- 5. Council Reports
- 6. Consider approval of:
 - a. Weekly expenditures > \$1,000 paid January 15, 22 & 29, 2018
 - b. December 2017 Financial report
- Consider approval of the purchase of picnic tables for Creekside Park from Maglin Site Furniture in the amount of \$52,980 Mr. Brock Hill
 p. 27
- 8. Consider amended preliminary and final site plan approval for Culver's fast food restaurant located at 620 North 500 West (Highway 89), Matt Young representing Young Advantage, applicant Mr. Chad Wilkinson p. 31
- 9. Consider preliminary and final site plan approval for a medical office building located at 65 West 400 North, 400 North Partners, LLC, applicant Mr. Chad Wilkinson
 p. 41
- 10. Consider approval of Ordinance 2018-01 amending the Bountiful City Zoning map to change 679.56 acres from R-3, R-F and MWP zones to Open Space Zoning Mr. Chad Wilkinson p. 49
 - a. Public Hearing
 - b. Action
- 11. POSTPONED Public Hearing on downtown zone changes
- 12. POSTPONED Public Hearing on a text amendment for sub zone names for single family residential zones
- 13. Consider approval of an easement release at 944 South 1300 East and authorizing the Mayor to sign the release document Mr. Paul Rowland p. 57
- 14. Consider approval of accepting Advanced Paving's bid for the 300 North Reconstruction Project in an amount not to exceed \$305,180 Mr. Paul Rowland p. 61
- 15. Consider preliminary and final approval of the Lewis Park Subdivision Phase 6 Amended Plat at 2905 South Lewis Park Cove Mr. Paul Rowland p. 65
- 16. Consider preliminary and final approval of the Quailbrook Subdivision Amended Plat A at 500 North 1300 East Mr. Paul Rowland
 p. 69
- 17. Consider approval of the Stakeholder and Supplemental TIGER Grant agreements for installing ADA sidewalk improvements Mr. Clinton Drake p. 75
- 18. Adjourn

AMUNA MANY City Recorder

p. 3

p. 9

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1		Ν	Ainutes of the
2		BOUNTIFI	JL CITY COUNCIL
3			23, 2018 – 6:30 p.m.
4			
5	Present:	Mayor	Randy Lewis
6		Councilmembers	Kendalyn Harris, Richard Higginson, Beth Holbrook,
7			John Marc Knight, Chris Simonsen
8		City Manager	Gary Hill
9		City Attorney	Clinton Drake
10		City Planner	Chad Wilkinson
11		City Engineer	Paul Rowland
12			
13	Departmer	t Directors/Staff:	
14		Police Chief	Tom Ross
15		Finance Director	Tyson Beck
16		Streets/Sanitation Director	Gary Blowers
17		Asst. Streets/Sanitation Dir.	Charles Benson
18		Power Director	Allen Johnson
19		Recording Secretary	Nikki Dandurand
20			
21			
22		-	eeting was given by posting an Agenda at City Hall and on
23			ublic Notice Website and by providing copies to the
24	following	newspapers of general circulatio	n: Davis County Clipper and Standard Examiner.
25			
26			<u>x Session – 6:30 p.m.</u>
27		<u>Plannir</u>	ng Conference Room
28			
29	Ma	yor Lewis welcomed those in at	tendance and called the session to order at 6:35 p.m.
30			
31	PERSON	NEL POLICIES AND PROCE	COURES MANUAL UPDATE – MR. CLINTON
32	DRAKE		
33		1	ith the current and proposed updated manual changes. Mr.
34		1, 1	roposed amended Policy Manual was provided to the
35			Ir. Drake stated the policy is defined as written and the
36			e policy when issues or concerns arise. He pointed out that
37			cus on the more substantive changes contained in the
38		-	g and alcohol policies. Mr. Drake went through the
39	updated po	olicy manual, discussed the prope	osed changes and took questions from the Council.
40			
41		Regular	<u>: Meeting – 7:10 p.m.</u>
42			Council Chambers
43			<u> </u>
44	Ma	vor Lewis called the meeting to	order at 7:10 p.m. and welcomed those in attendance.
45		•	ledge of Allegiance; Pres. Matthew Willey, Stone Creek
46		e an opening prayer.	
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PUBLIC COMMENT

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• Ethel Black – allow cross country skiing on golf course during winter months

APPROVE MINUTES OF PREVIOUS MEETING – JANUARY 9, 2018

Mayor Lewis presented the minutes from the previous meeting. Councilman Higginson moved to approve the minutes and Councilman Knight seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting "aye".

9 **COUNCIL REPORTS**

10 Councilwoman Holbrook acknowledged Emma Dugal and will comment more later in the meeting. Councilwoman Harris stated she was excited about the new live streaming equipment being 11 12 installed in the council chambers.

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CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID JANUARY 1 & 8, 14 2018 15

Mayor Lewis presented the expenditures report and asked for a motion to approve.

- 17 Councilwoman Harris inquired about an expense on page 13. Mr. Blowers answered her question.
- 18 Councilman Simonsen moved to approve the weekly expenditures and Councilman Higginson
- 19 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
- 20 Knight and Simonsen voting "aye". 21

22 **RECOGNITION OF JOHN PITT**

23 Mayor Lewis and Councilmembers expressed their appreciation to Mr. Pitt. Mr. John and 24 Mrs. Wendy Pitt made remarks.

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26 **RECOGNITION OF EMMA DUGAL** 27

Mayor Lewis and Councilmembers expressed their appreciation to Ms. Dugal. Ms. Dugal took a few moments to say thank you.

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CONSIDER APPROVAL OF THE APPOINTMENT OF COUNCILWOMAN BETH 30 HOLBROOK AND MR. DAVE BADHAM TO THE BOUNTIFUL CITY ADMINISTRATIVE 31 **COMMITTEE – MR. CHAD WILKINSON** 32

33 Mr. Wilkinson stated with the recent approval of new chairpersons, new positions needed to 34 be filled. Councilman Higginson made a motion to approve the new appointments and 35 Councilwoman Harris seconded the motion. Councilman Higginson wished to thank Councilman 36 Knight for his participation for so many years on the committee. Voting was unanimous with

- 37 Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting "aye".
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39 CONSIDER APPROVAL OF ORDINANCE 2018-01 AMENDING THE DOWNTOWN ZONING STANDARDS – MR. CHAD WILKINSON 40 41

a. PUBLIC HEARING

b. ACTION

Mr. Wilkinson reviewed the background for this action, clarified a "zone" change, which this 43 44 area remains as "DN". Tonight is only standards changes, not zone changes. The first issue was the

- 45 height of buildings. The proposed change includes a height restriction, excluding a story limit or
- ratio. The architectural features include: entrances face the street and the façade must be residential in 46

1 nature, including doors and windows. Examples of materials that can be used are included.

- 2 Councilman Knight asked about the overlay and what the setback is for the west side. Mr. Wilkinson
- 3 responded that it is 25 feet. Parking is still a huge concern, with suggestions of underground and
- 4 pedestrian friendly. Councilwoman Holbrook mentioned the air grates used on the new Eye Center
- 5 building and if those are required. Mr. Wilkinson said no. Mr. Wilkinson explained the options
- 6 Council has tonight. One, remand the item to the Planning Commission and request a formal
 7 recommendation. Two, request additional revisions and continue the item to a future meeting for
- 8 further review. Three, approve the changes to the DN Zoning standards as proposed or with revisions
- 9 specified by the Council. Four, deny the proposed changes to the DN Standards. Councilman
- 10 Higginson asked Mr. Wilkinson which option he would choose. Mr. Wilkinson stated that he would

11 refer this back to the Planning Commission. It is their job to recommend items to the Council, not

12 vice versa. Councilman Higginson asked if more public hearings would be required. Mr. Wilkinson 13 stated this meeting legally serves that purpose, so no more public hearings are required.

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PUBLIC HEARING- OPEN: 8:28 p.m.

- Lynn Bascom What is the pressure to move the height of the buildings up? Is there pressure from the outside? Don't destroy the city we are used too
 ID Wetter OCE 100 New makes a decision many independent infractoretance and the set of t
- JD Watt 96 E. 100 N. make a decision, worried about infrastructure on streets, parking
 - Ethel Black would like the lower height to stay
 - Ryan Dower 125 W. 400 S. really nervous about the height increase, echo the infrastructure problem
 - Lynn Bascom why are any of these proposed changes here? Who wanted them?
 - Mike Allred had several projects postponed because of moratorium, the ordinance was already adopted with changes, encourage high density with changes
 - Ryan zone changes were completely different
 - Mary Christensen 366 W. 3100 S. would like to see more parking/pedestrian friendly

CLOSED: 8:41 p.m.

31 32 Mayor Lewis stated that Bountiful City will continue to grow in the next 35 years. In a 33 recent study, there will be approximately 57,000 new residents along the Wasatch front, with 75% 34 being single family homes. High density living will be more and more important. A vision of the 35 future needs to be kept in mind. Home sales will be up nearly 20% and there will be a lot of pressure to build higher density areas. Councilwoman Holbrook totally agreed with the Mayor's comments, 36 37 and a long term strategy is needed. Councilman Higginson stated that yes, we need more higher-38 density areas, but it doesn't all have to occur in the downtown zone. Councilwoman Harris asked if 39 we need to delay any decisions rather than rush to judgement. There should be a good compromise. 40 Councilman Simonsen stated that he absolutely loves Main Street and is disappointed the Planning 41 Commission had no recommendation. Councilman Knight answered the question raised during the public hearing about where the 45 foot proposed height change came from. Councilman Knight stated 42 that it was a general consensus change that came out of the joint Planning Commission and City 43 44 Council work session dedicated to the downtown standards. Mayor Lewis stated he liked Chad's 45 recommendation to refer back to the Planning Commission for a decision/recommendation. 46 Councilman Simonsen made a motion to remand the decision back to the Planning Commission with

1 a 30 day time limit. Mr. Drake clarified that a direct proposal needs to come from the Planning

- 2 Commission. Councilwoman Harris seconded the motion. Councilmembers Harris, Holbrook,
- 3 Higginson and Simonsen voted "aye." Councilman Knight voted "nay." Mr. Drake asked if the
- 4 Council wanted to hold more public hearings in City Council. Mr. Simonsen said yes.
- 5 Councilwoman Holbrook asked if they are needed. Councilman Simonsen said he doesn't want to
- 6 rush this. Councilman Knight said the motion was to remand this back to the Planning Commission,
- 7 without any further public forums. Mr. Drake stated that with tonight's public hearing, we have
- 8 legally met all the requirements. Councilman Knight stated he would like to re-vote to include public
- 9 hearings. Mr. Drake said a re-vote is not allowed, but a new motion is. Councilman Knight made a
- motion to remand the decision back to the Planning Commission and to hold additional public
 hearings and Councilman Simonsen seconded that motion. Councilman Higginson stated the public
- 12 is frustrated with no vote. Councilwoman Harris would like to hear more. Voting was unanimous
- 13 with Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting "aye".
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15 <u>CONSIDER APPROVAL OF RESOLUTION 2018-01 AMENDING THE PERSONNEL</u> 16 <u>POLICIES AND PROCEDURES MANUAL OF THE CITY OF BOUNTIFUL – MR.</u> 17 <u>CLINTON DRAKE</u>

- 18 Mr. Drake presented Resolution 2018-01 with the amended changes to the policy manual to 19 the Council. Councilman Higginson made a motion to approve Resolution 2018-01 and Councilman 20 Knight seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, 21 Holbrook, Knight and Simonsen voting "aye".
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23 <u>CONSIDER APPROVAL OF A SIX MONTH EXTENSION TO THE SITE PLAN</u> 24 <u>APPROVAL FOR CARRINGTON APARTMENTS PHASE II – MR. CHAD WILKINSON</u>

- Mr. Wilkinson stated the applicant needs some additional time to complete the permit process.
 Councilman Higginson made a motion to approve the extension and Councilwoman Holbrook
 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
 Knight and Simonsen voting "aye".
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30 <u>CONSIDER RE-FINAL SUBDIVISION PLAT APPROVAL FOR RENAISSANCE TOWNE</u> 31 <u>CENTRE, A MIXED USE PLANNED UNIT DEVELOPMENT, PHASE I PLAT 3 – MR.</u> 32 PAUL ROWLAND

Mr. Rowland stated that Mr. Broadhead is requesting re-approval of the plat in its current form to clarify an easement area. Councilwoman Harris made a motion to approve the re-final plat and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting "ave".

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38 <u>CONSIDER APPROVAL OF THE PURCHASE AND INSTALLATION OF THE</u> 39 <u>BENECORE DEF SYSTEM THROUGH WESTECH EQUIPMENT FOR A TOTAL OF</u> 40 \$22,436.40 - MR. CHARLES BENSON

Mr. Benson explained this system will integrate with FuelMaster for dispensing, billing and
 inventory. Diesel Exhaust Fluid (DEF) is required for all diesel powered equipment since 2011 to
 meet emissions standards. Currently the equipment is being filled with a five gallon container. He

- 44 stated it is a little over budget, but that can be made up for with other equipment savings.
- 45 Councilman Higginson asked if there will be above ground monitoring. Councilman Higginson
- 46 made a motion to approve the purchase and Councilwoman Holbrook seconded the motion. Voting

was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting
 "aye".

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<u>CONSIDER APPROVAL OF THE PURCHASE OF FIVE S & C SWITCHGEAR FROM</u> <u>CODALE ELECTRIC IN THE AMOUNT OF \$100,300 – MR. ALLEN JOHNSON</u>

6 Mr. Johnson stated that five (5) underground switchgear need to be installed and/or replaced 7 in the system this spring. Four areas need new cans installed for system upgrades that correspond to 8 new projects. At least one switchgear and preferably two cans should also be kept in inventory as a 9 backup for emergencies. Councilman Knight made a motion to approve the purchase and 10 Councilman Simonsen seconded the motion. Voting was unanimous with Councilpersons Harris,

- 11 Higginson, Holbrook, Knight and Simonsen voting "aye".
- 12

Mayor Lewis asked for a motion to adjourn the regular session of City Council and move to a closed session. Councilman Higginson made the motion and Councilwoman Harris provided the second with all voting aye. Councilmembers then took a roll call vote. All voted aye to move into a closed session to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205). The regular session of the City Council was adjourned at 9:13 p.m.

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Mayor Randy Lewis

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000.00 paid January 15, 22 & 29, 2018
Author: Tyson Beck, Finance Director
Department: Finance
Date: February 7, 2018



<u>Background</u>

This report is prepared following the weekly accounts payable run. It includes payments for invoices hitting expense accounts equaling or exceeding \$1,000.00.

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.

<u>Analysis</u>

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 \$1,000.00 paid January 15, 22 & 29, 2018.

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid January 15, 2018

VENDOR	VENDOR NAME	DEPARTMENT	<u>ACCOUNT</u>		AMOUNT	CHECK NO	INVOICE	DESCRIPTION
5368	ACE DISPOSAL INC	Recycling	48.4800.431550.	Recycling Collection Service	\$ 33,619.29	200689	01012018	Recycling for 12/01-12/31/2017
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,060.06	200695	54F31318	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,112.32	200695	54F31218	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,112.32	200695	87M96517	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,112.32	200695	87M96617	Tree Trimming
1473	BROKEN ARROW INC	Streets	10.4410.441100.	Special Highway Supplies	20,814.37	200702	25925	Road Salt
9520	DATA-LINC GROUP	Light & Power	53.5300.448628.	Pineview Hydro	1,272.00	200718	318722	Modem for Pineview Hydro
5281	DOMINION ENERGY UTAH	Light & Power	53.5300.424002.	Office & Warehouse	1,634.66	200722	01032018H	Acct # 1067495449
5281	DOMINION ENERGY UTAH	Light & Power	53.5300.448613.	Plant	1,881.49	200722	01032018H	Acct # 1067495449
5281	DOMINION ENERGY UTAH	Light & Power	53.5300.448611.	Natural Gas	10,236.24	200722	01042018L	Acct # 6056810000
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist Systm Repair & Maint	2,160.00	200726	1036355	Hyrdant & Gate Valve
2501	HOGAN & ASSOCIATES	Water	51.5100.473110.	Water Mains	84,550.00	200737	05	Payment #5// Mueller Park Treatment Plant
2501	HOGAN & ASSOCIATES	Water	51.5100.472100.	Buildings	129,140.00	200737	05	Payment #5// Mueller Park Treatment Plant
5446	INSTRUMENT CONTROL	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	3,310.50	200742	3169	Termination Cabinet
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	200745	SLC01180189	Custodial Services for January 2018
5429	PERFORMANCE FORD LINCOLN	Water	51.5100.474600.	Vehicles	33,258.00	200769	236	Acct # 51-474600
3549	PREMIER VEHICLE INST	Liquor Control	10.4218.445100.	Public Safety Supplies	4,275.00	200771	25863	Police Vehicle Accessories
3549	PREMIER VEHICLE INST	Police	10.4210.445100.	Public Safety Supplies	15,000.00	200771	25863	Police Vehicle Accessories
3723	RITER ENGINEERING CO	Light & Power	53.5300.448650.	Meters	7,560.00	200775	201815437	40x2S Class 200 Meters
9407	SPECIALTY ELECTRICS,	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	47,139.00	200787	1752-2	Termination Cabinets & Relay Panels
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,335.63	200794	1432421	Chlorine
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	18,829.10	200795	0268405	Fuel
9304	VAN DRIMMELEN & ASSOC.	Legislative	10.4110.461000.	Miscellaneous Expense	2,000.00	200803	17431	Real Property Appraisal
4450	VERIZON WIRELESS	Water	51.5100.428000.	Telephone Expense	1,252.80	200804	9799024559	Acct # 442080322-00001
				<u>TOTAL:</u>	\$ 438,440.10			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid January 22, 2018

VENDOR	VENDOR NAME	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		AMO	DUNT	CHECK NO	<u>INVOICE</u>	DESCRIPTION
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	\$4,	931.36	200815	54L71518	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,	140.40	200815	54L71418	Tree Trimming
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	1,	109.08	200823	5107XLB1S-2018008	Acct # 5107XLB1S3
9532	COTTONWOOD TITLE INS	Cemetery	59.5900.471100.	Land	15,	000.00	200831	01172018	Bountiful Cemetery Expansion Purchase
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist Systm Repair & Maint	1,	761.44	200843	1043005	Parts
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist Systm Repair & Maint	10,	567.82	200843	1044360	Hydrants
8137	LAKEVIEW ASPHALT PRODUCT	Streets	10.4410.441200.	Road Matl Patch/ Class C	2,	148.03	200863	2199	Patching
4844	LEGACY EQUIPMENT	Storm Water	49.4900.425000.	Equip Supplies & Maint	1,	432.65	200866	83787	Suction Nozzle
2987	M.C. GREEN & SONS INC	Light & Power	53.5300.472100.	Buildings	13,	800.13	200871	3669	App #3 North Parking Lot & Drain
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	1,	518.00	200875	S102474840.004	Clay Valve Repair Kits
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	9,	275.61	200875	S102488796.001	Parts
6010	NOBLE INDUSTRIAL SUPPLY	Streets	10.4410.425000.	Equip Supplies & Maint	6,	448.74	200883	SI-119826	Asphalt Remover
5429	PERFORMANCE FORD LINCOLN	Police	45.4210.474500.	Machinery & Equipment	39,	360.00	200889	JEA11741	2018 Ford Expedition Vin# 1FMJK1GT1JEA11741
3458	PETERBILT OF UTAH	Sanitation	58.5800.474600.	Vehicles	136,	573.00	200890	161451	Replacement refuse// Vin #3ABPDLJ0X4JF161451
8323	SYRETT, NICHOLAS	Police	10.4210.415000.	Employee Education Reimb	1,	383.00	200904	01122018	Reimbursed for Fall Tuition
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	1,	246.00	200907	1433443	Flouride
8518	VCBO ARCHITECTURE	Legislative	45.4110.466000.	Contingency	3,	587.50	200915	4	Project # 17750.00// Service for Dec. 2017
4450	VERIZON WIRELESS	Light & Power	53.5300.448641.	Communication Equipment	2,	027.31	200916	9799011913	Acct # 371517689-00001
				TOTAL	\$ 257,	310.07			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00 Paid January 29, 2018

VENDOR	VENDOR NAME	DEPARTMENT	<u>ACCOUNT</u>		<u>AMOUNT</u>	CHECK NO	<u>INVOICE</u>	DESCRIPTION
1102	ALPHA POWER SYSTEMS	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	\$ 94,050.45	200929	115841IN	Air Brakes Switches for Substation
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	1,980.52	200933	54Y05818	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	200933	54Y05918	Tree Trimming
8071	CARTE DESIGN, LLC	Planning	10.4610.431000.	Profess & Tech Services	3,000.00	200939	1029	MapGeo Annual Maintenance
1615	CENTURYLINK	Light & Power	53.5300.474740.	CIP 04 Trans Sys Ph7 NWSub-Rec	19,616.40	200942	A-N303597	Relocate Copper Cable// Customer ID 787775
2886	LAKEVIEW ROCK PRODUCTS	Water	51.5100.461300.	Street Opening Expense	1,639.07	200972	355083	Road Base
2987	M.C. GREEN & SONS INC	Light & Power	53.5300.474710.	CIP 01 138KV Trans Substation	1,940.55	200981	3707	Roadway Grinding
3045	MCCOMB, KENT	Golf Course	55.5500.423000.	Travel & Training	1,490.54	200985	01242018	Trvl & Tain Ut. Section PGA for Kent & Scott
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist Systm Repair & Maint	2,609.26	200988	S102498604.001	Parts
5553	PURCELL TIRE AND SERVICE	Streets	10.4410.425000.	Equip Supplies & Maint	1,467.89	201002	2862251	Tire Service
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	17,617.50	201012	0269107	Fuel
5000	U.S. BANK CORPORATE	Light & Power	53.5300.423002.	Travel Board Members	1,253.55	201015	01102018AJ	Trvl&Train & Tires//Acct#-8851
5000	U.S. BANK CORPORATE	Light & Power	53.5300.448635.	Vehicles	1,593.64	201015	01102018AJ	Trvl&Train & Tires//Acct#- 8851
5000	U.S. BANK CORPORATE	Computer Maintenance	61.6100.429300.	Computer Hardware	2,088.54	201015	01102018AW	Computer Equipe&Cell Ph//Acct#- 8851
5000	U.S. BANK CORPORATE	Light & Power	53.5300.423000.	Travel & Training	2,301.42	201015	01102018AJ	Trvl&Train & Tires//Acct#- 8851
5000	U.S. BANK CORPORATE	Legislative	10.4110.423000.	Travel & Training	3,060.64	201015	01102018GH	Trvl&Training //Acct#-8851
5000	U.S. BANK CORPORATE	Legislative	10.4110.492050.	Bntfl City Youth Council	3,860.00	201015	01102018GH	Trvl&Training //Acct#- 8851
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621.	Power Purch IPP	1,468.19	201018	01262018	January 2018 Power Resource Payment
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622.	Power Purch San Juan	149,044.60	201018	01262018	January 2018 Power Resource Payment
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620.	Power Purch CRSP	372,308.66	201018	01262018	January 2018 Power Resource Payment
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool, etc)	550,043.96	201018	01262018	January 2018 Power Resource Payment
7732	WINGFOOT CORP	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	 1,895.00	201026	100671	Janitorial Services for January 2018
				TOTAL	\$ 1,239,470.78			

City Council Staff Report

Subject: December 2017 Financial Reports **Author:** Tyson Beck, Finance Director **Department:** Finance **Date:** February 13, 2018



Background

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

<u>Analysis</u>

Data within the reports and graphs presented provide detail of revenue, expense, and budget results for the associated period. Additional revenue and expenditure reports are provided that give comparative revenue and expenditure data for December 2017 compared to the past three fiscal YTD periods through each respective August.

Department Review

These reports were prepared and reviewed by the Finance Department.

Significant Impacts

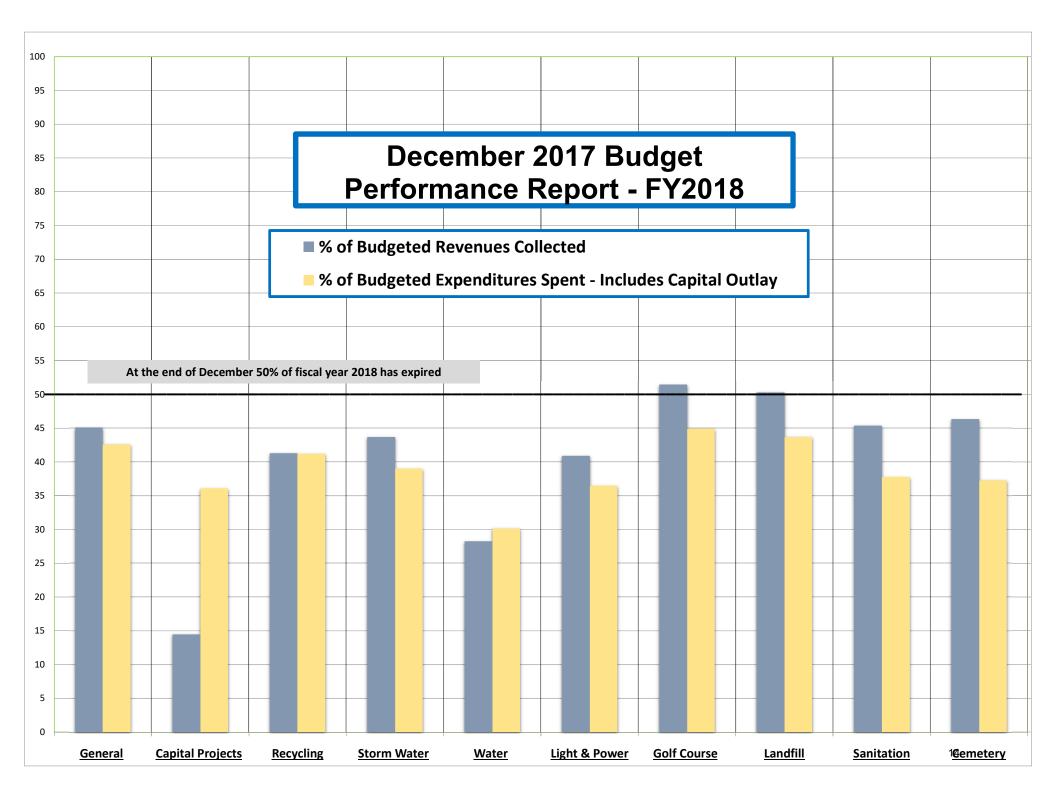
The FY2018 budget portion of these reports is the originally adopted FY2018 budget approved by the City Council in June of 2017.

Recommendation

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

Attachments

• December 2017 Fiscal YTD Revenue & Expense Report – FY2018





P 1 glytdbud

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City of Bountiful, UT DECEMBER YTD REVENUES - FY 2018



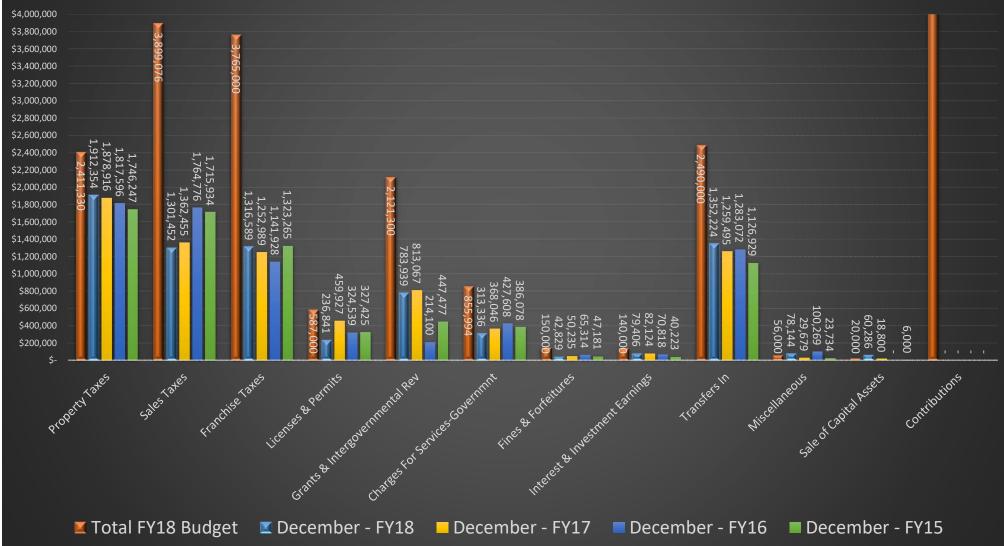
30 DEBT SERVICE -115 -115 -152.32 -36.95 .00 37.32 132.58 44 MUNICIPAL BUILDING AUTHORITY -170,315 -170,315 -3,157.80 -644.11 .00 -167,157.20 1.98 45 CAPITAL IMPROVEMENT -9,675,200 -9,675,200 -1,402,154.79 -322,573.75 .00 -8,273,045.21 14.58 48 RECYCLING -421,254 -421,254 -173,965.94 -35,217.25 .00 -247,288.06 41.38 49 STORM WATER -1,601,304 -1,601,304 -699,818.63 -140,027.66 .00 -901,485.37 43.78 51 WATER -9,305,863 -9,305,863 -2,630,681.79 -438,169.39 .00 -6,675,181.21 28.38 53 LIGHT & POWER -34,500,206 -34,500,206 -14,123,892.15 -2,859,613.18 .00 -20,376,313.85 40.98		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
57 LANDFILL -1,854,341 -1,854,341 -933,368.33 -133,126.63 .00 -920,972.67 50.38 58 SANITATION -1,151,124 -1,151,124 -522,144.75 -103,118.71 .00 -628,979.25 45.48 59 CEMETERY -624,650 -624,650 -289,250.08 -23,890.79 .00 -335,399.92 46.38 61 COMPUTER MAINTENANCE -41,328 -41,446.63 -96.85 .00 118.61 100.38 63 LIABILITY INSURANCE -544,655 -544,655 -372,721.28 -3,803.92 .00 -171,93.72 68.4 64 WORKERS' COMP INSURANCE -208,248 -208,248 -161,611.45 -23,097.45 .00 -46,636.55 77.68 72 RDA REVOLVING LOAN FUND -208,248 -208,248 -161,611.45 -23,097.45 .00 -46,636.55 77.68 73 REDEVELOPMENT AGENCY -1,143,113 -1,143,113 -37,510.94 -8,970.86 .00 1,105,602.06 3.38 74 CEMETERY PERPETUAL CARE 0 0 -7,035.56 .00 1,508,11	<pre>30 DEBT SERVICE 44 MUNICIPAL BUILDING AUTHORITY 45 CAPITAL IMPROVEMENT 48 RECYCLING 49 STORM WATER 51 WATER 53 LIGHT & POWER 55 GOLF COURSE 57 LANDFILL 58 SANITATION 59 CEMETERY 61 COMPUTER MAINTENANCE 63 LIABILITY INSURANCE 64 WORKERS' COMP INSURANCE 72 RDA REVOLVING LOAN FUND 73 REDEVELOPMENT AGENCY 74 CEMETERY PERPETUAL CARE 78 LANDFILL TRUST 73 RAP TAX 92 OPEB TRUST</pre>	$\begin{array}{r} -16,585,700\\ &-115\\ -170,315\\ -9,675,200\\ -421,254\\ -1,601,304\\ -9,305,863\\ -34,500,206\\ -1,549,000\\ -1,854,341\\ -1,151,124\\ -624,650\\ -41,328\\ -544,655\\ -283,670\\ -208,248\\ -1,143,113\\ 0\\ 0\end{array}$	$\begin{array}{c} -16, 585, 700 \\ -115 \\ -170, 315 \\ -9, 675, 200 \\ -421, 254 \\ -1, 601, 304 \\ -9, 305, 863 \\ -3, 305, 863 \\ -1, 549, 000 \\ -1, 549, 000 \\ -1, 854, 341 \\ -1, 151, 124 \\ -624, 655 \\ -283, 670 \\ -208, 248 \\ -1, 143, 113 \\ 0 \\ 0 \end{array}$	$\begin{array}{c} -7,477,400.45\\ -152.32\\ -3,157.80\\ -1,402,154.79\\ -173,965.94\\ -699,818.63\\ -2,630,681.79\\ -14,123,892.15\\ -795,570.99\\ -933,368.33\\ -522,144.75\\ -289,250.08\\ -41,446.63\\ -372,721.28\\ -372,721.28\\ -37,510.94\\ -1,508,119.90\\ -6,421.01\\ -177,803.92\\ -2,989.85\\ \end{array}$	$\begin{array}{r} -2,559,463.21\\ &-36.95\\ &-644.11\\ -322,573.75\\ -35,217.25\\ -140,027.66\\ -438,169.39\\ -2,859,613.18\\ -21,944.19\\ -133,126.63\\ -103,118.71\\ -23,890.79\\ &-96.85\\ -3,803.92\\ -24,948.18\\ -23,097.45\\ -8,970.86\\ -7,035.56\\ -1,154.66\\ -38,857.36\\ -375.32\end{array}$.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	$\begin{array}{c} -9,108,299.55\\ 37.32\\ -167,157.20\\ -8,273,045.21\\ -247,288.06\\ -901,485.37\\ -6,675,181.21\\ -20,376,313.85\\ -753,429.01\\ -920,972.67\\ -628,979.25\\ -335,399.92\\ 118.63\\ -171,933.72\\ -152,244.45\\ -46,636.55\\ -1,105,602.06\\ 1,508,119.90\\ 6,421.01\\ -356,196.08\\ 2,989.85\end{array}$	45.1%

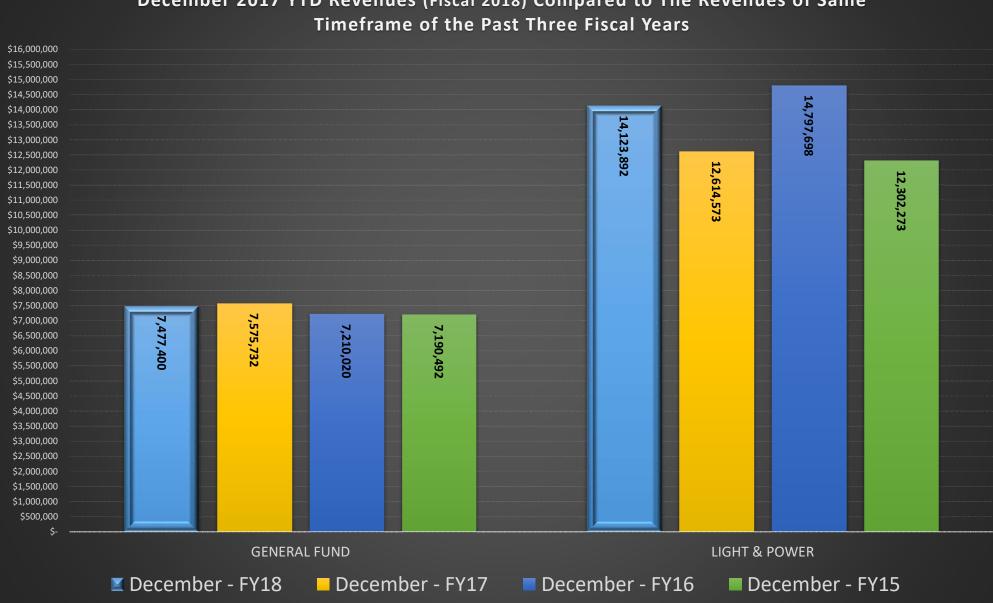
GRAND TOTAL -80,194,086 -80,194,086 -31,168,255.79 -6,685,069.88

.00 -49,025,830.21 38.9%

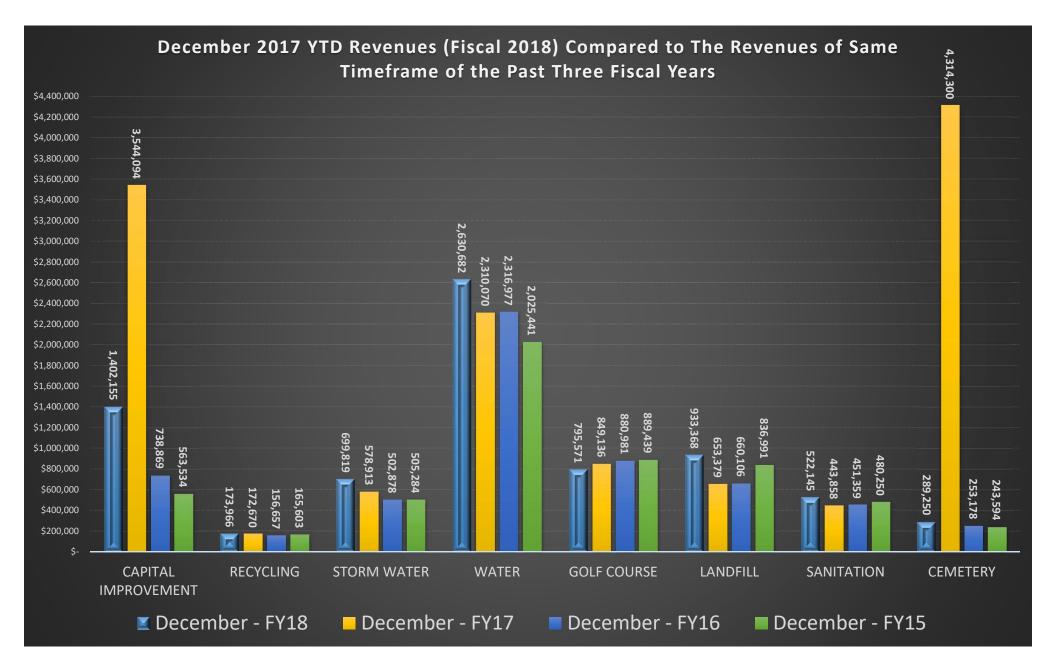
** END OF REPORT - Generated by Tyson Beck **

General Fund Detailed Revenues December 2017 YTD Revenues (Fiscal Year 2018) Compared to The 2018 Total Budget and The Revenues of the Same Timeframe of the Past Three Fiscal Years





December 2017 YTD Revenues (Fiscal 2018) Compared to The Revenues of Same





City of Bountiful, UT DECEMBER YTD EXPENSES - FY 2018



FOR 2018 06

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
10 GENERAL FUND							
<pre>4110 Legislative 4120 Legal 4130 Executive 4134 Human Resources 4136 Information Technology 4140 Finance 4143 Treasury 4160 Government Buildings 4210 Police 4215 Reserve Officers 4216 Crossing Guards 4217 PROS 4218 Liquor Control 4219 Enhanced 911 4220 Fire 4410 Streets 4450 Engineering 4510 Parks 4610 Planning</pre>	$\begin{array}{c} 806, 490\\ 294, 824\\ 172, 142\\ 136, 428\\ 398, 358\\ 396, 647\\ 141, 849\\ 116, 349\\ 5, 952, 313\\ 10, 000\\ 147, 350\\ 349, 483\\ 39, 025\\ 595, 000\\ 1, 984, 865\\ 3, 181, 095\\ 682, 766\\ 875, 401\\ 305, 315\\ \end{array}$	$\begin{array}{c} 806, 490\\ 294, 824\\ 172, 142\\ 136, 428\\ 398, 358\\ 396, 647\\ 141, 849\\ 116, 349\\ 5, 952, 313\\ 10, 000\\ 147, 350\\ 349, 483\\ 39, 025\\ 595, 000\\ 1, 984, 865\\ 3, 181, 095\\ 682, 766\\ 875, 401\\ 305, 315\\ \end{array}$	279,181.60 131,013.51 73,319.44 70,959.63 186,764.91 193,973.63 54,328.33 41,622.59 2,537,083.94 4,063.78 61,273.81 162,860.99 9,929.68 263,180.28 987,804.82 1,139,445.42 300,969.93 465,892.62 106,190.68	38,478.84 27,361.24 20,482.22 12,518.81 37,665.61 37,249.53 -3,188.35 6,713.89 439,194.46 777.49 13,124.95 34,298.96 2,055.04 43,873.04 00 183,009.93 58,714.27 50,494.42 17,600.43	.00 .00 .00 .00 .00 .00 .00 .00 .00 .00	527,308.40 163,810.49 98,822.56 65,468.37 211,593.09 202,673.37 87,520.67 74,726.41 3,415,229.06 5,936.22 86,076.19 186,622.01 29,095.32 331,819.72 997,060.18 2,041,649.58 381,796.07 409,508.38 199,124.32	34.68 44.468 42.098 48.386888 35.668888 40.668888 40.668888 40.66888 40.66888 40.66888 40.8888 40.668888 40.8888 40.88888 40.88888 40.88888 40.888888 40.888888 40.888888888 40.888888888888888888888888888888888888
TOTAL GENERAL FUND	16,585,700	16,585,700	7,069,859.59	1,020,424.78	.00	9,515,840.41	42.6%
30 DEBT SERVICE							
4710 Debt Sevice	115	115	121.81	1.17	.00	-6.81	105.9%
TOTAL DEBT SERVICE	115	115	121.81	1.17	.00	-6.81	105.9%
44 MUNICIPAL BUILDING AUTHORITY							
4110 Legislative	170,315	170,315	216.36	20.37	.00	170,098.64	.1%
TOTAL MUNICIPAL BUILDING AUTHORIT	170,315	170,315	216.36	20.37	.00	170,098.64	.1%

45 CAPITAL IMPROVEMENT



City of Bountiful, UT DECEMBER YTD EXPENSES - FY 2018



FOR 2018 06

45 CAPITAL IMPROVEMENT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
4110 Legislative 4136 Information Technology 4140 Finance 4210 Police 4410 Streets 4510 Parks	6,675,000 40,000 17,640 443,000 1,499,560 1,000,000	6,675,000 40,000 17,640 443,000 1,499,560 1,000,000	1,477,635.73 -473.62 8,835.88 72,959.00 1,112,004.41 817,040.04	11,765.67 .00 1,482.97 70,821.00 200,978.00 445,684.12	.00 .00 .00 .00 .00 .00	5,197,364.27 40,473.62 8,804.12 370,041.00 387,555.59 182,959.96	22.1% -1.2% 50.1% 16.5% 74.2% 81.7%
TOTAL CAPITAL IMPROVEMENT	9,675,200	9,675,200	3,488,001.44	730,731.76	.00	6,187,198.56	36.1%
48 RECYCLING							
4800 Recycling	421,254	421,254	173,547.60	34,373.03	.00	247,706.40	41.2%
TOTAL RECYCLING	421,254	421,254	173,547.60	34,373.03	.00	247,706.40	41.2%
49 STORM WATER							
4900 Storm Water	1,601,305	1,601,305	624,132.02	73,211.76	.00	977,172.98	39.0%
TOTAL STORM WATER	1,601,305	1,601,305	624,132.02	73,211.76	.00	977,172.98	39.0%
51 WATER							
5100 Water	9,305,863	9,305,863	2,812,503.59	784,621.35	.00	6,493,359.41	30.2%
TOTAL WATER	9,305,863	9,305,863	2,812,503.59	784,621.35	.00	6,493,359.41	30.2%
53 LIGHT & POWER							
5300 Light & Power	34,500,206	34,500,206	12,576,904.74	2,525,426.37	.00	21,923,301.26	36.5%
TOTAL LIGHT & POWER	34,500,206	34,500,206	12,576,904.74	2,525,426.37	.00	21,923,301.26	36.5%

55 GOLF COURSE



City of Bountiful, UT DECEMBER YTD EXPENSES - FY 2018



FOR 2018 06

55 GOLF COURSE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
5500 Golf Course	1,549,001	1,549,001	696,228.53	77,397.72	.00	852,772.47	44.9%
TOTAL GOLF COURSE	1,549,001	1,549,001	696,228.53	77,397.72	.00	852,772.47	44.9%
57 LANDFILL							
5700 Landfill	1,854,342	1,854,342	809,901.35	108,053.73	.00	1,044,440.65	43.7%
TOTAL LANDFILL	1,854,342	1,854,342	809,901.35	108,053.73	.00	1,044,440.65	43.7%
58 SANITATION							
5800 Sanitation	1,151,125	1,151,125	435,654.93	59,606.49	.00	715,470.07	37.8%
TOTAL SANITATION	1,151,125	1,151,125	435,654.93	59,606.49	.00	715,470.07	37.8%
59 CEMETERY							
5900 Cemetery	624,650	624,650	232,956.01	34,301.89	.00	391,693.99	37.3%
TOTAL CEMETERY	624,650	624,650	232,956.01	34,301.89	.00	391,693.99	37.3%
61 COMPUTER MAINTENANCE							
6100 Computer Maintenance	41,327	41,327	7,285.32	183.77	.00	34,041.68	17.6%
TOTAL COMPUTER MAINTENANCE	41,327	41,327	7,285.32	183.77	.00	34,041.68	17.6%
63 LIABILITY INSURANCE							
6300 Liability Insurance	544,656	544,656	398,464.02	10,344.92	.00	146,191.98	73.2%
TOTAL LIABILITY INSURANCE	544,656	544,656	398,464.02	10,344.92	.00	146,191.98	73.2%

64 WORKERS' COMP INSURANCE



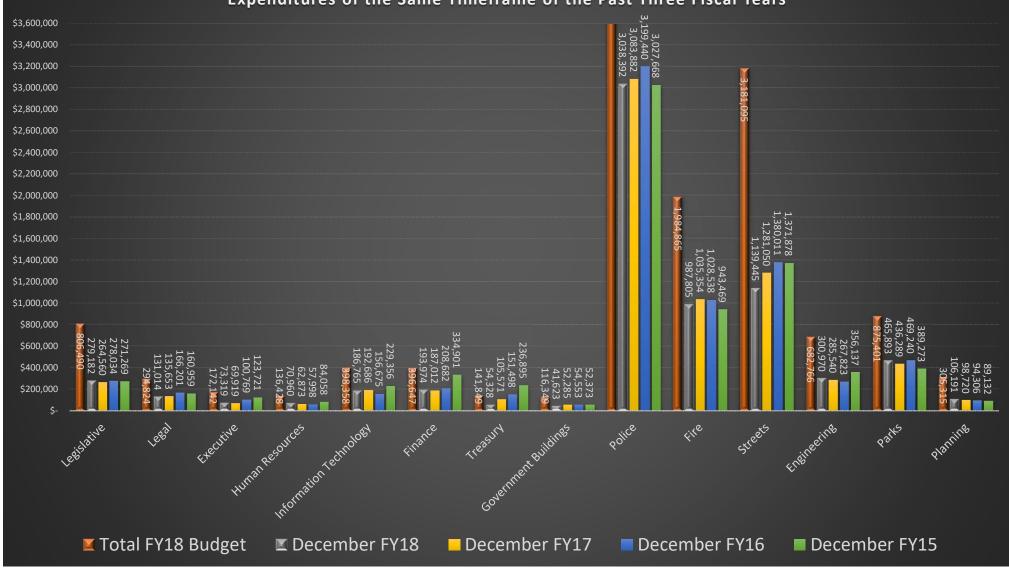


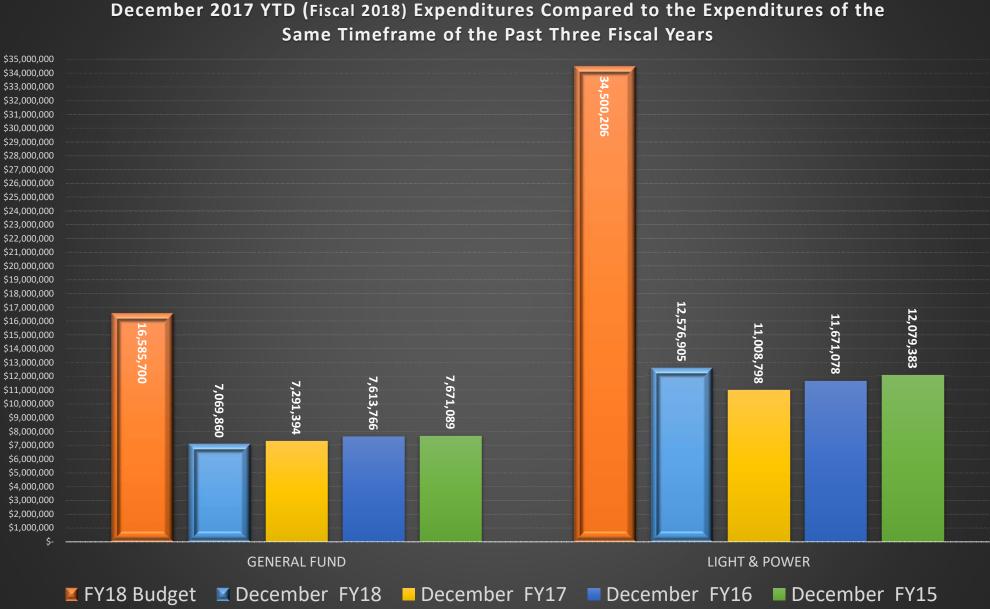
FOR 2018 06

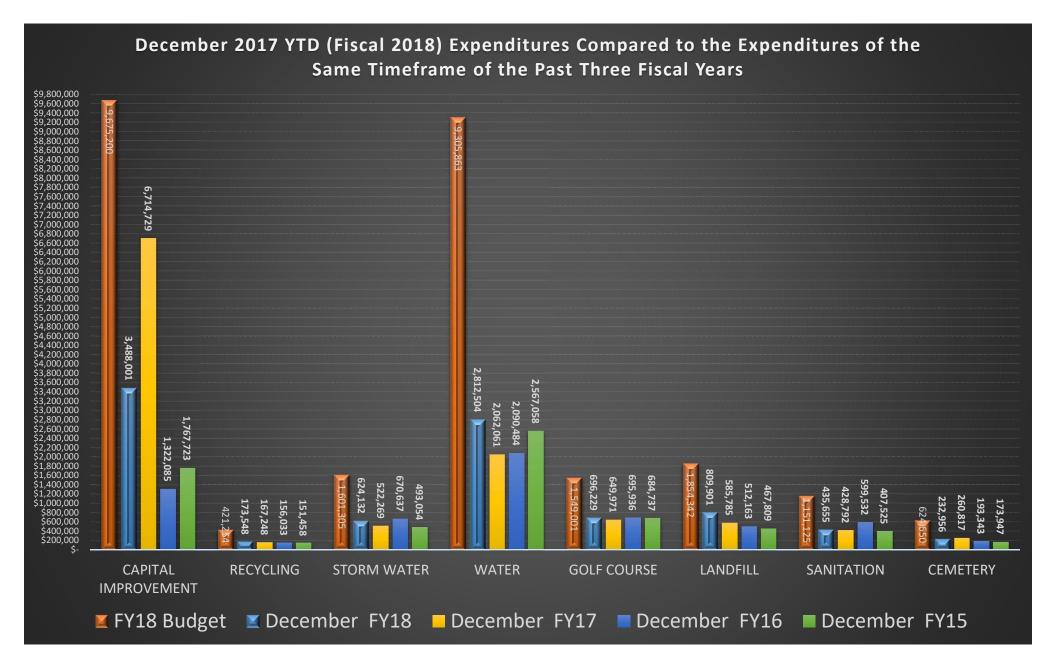
64 WORKERS' COMP INSURANCE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
6400 Workers' Comp Insurance	283,670	283,670	125,135.64	8,110.85	.00	158,534.36	44.1%
TOTAL WORKERS' COMP INSURANCE	283,670	283,670	125,135.64	8,110.85	.00	158,534.36	44.1%
72 RDA REVOLVING LOAN FUND							
7200 RDA Revolving Loans	2,400	2,400	44,172.16	222.49	.00	-41,772.16	1840.5%
TOTAL RDA REVOLVING LOAN FUND	2,400	2,400	44,172.16	222.49	.00	-41,772.16	1840.5%
73 REDEVELOPMENT AGENCY							
7300 Redevelopment Agency	3,621,184	3,621,184	242,621.17	13,187.34	.00	3,378,562.83	6.7%
TOTAL REDEVELOPMENT AGENCY	3,621,184	3,621,184	242,621.17	13,187.34	.00	3,378,562.83	6.7%
74 CEMETERY PERPETUAL CARE							
7400 Cemetery Perpetual Care	0	0	539.62	107.40	.00	-539.62	100.0%
TOTAL CEMETERY PERPETUAL CARE	0	0	539.62	107.40	.00	-539.62	100.0%
83 RAP TAX							
8300 RAP Tax	534,000	534,000	82,621.91	23.98	.00	451,378.09	15.5%
TOTAL RAP TAX	534,000	534,000	82,621.91	23.98	.00	451,378.09	15.5%
92 OPEB TRUST							
9200 OPEB Trust	0	0	22,821.60	3,941.07	.00	-22,821.60	100.0%
TOTAL OPEB TRUST	0	0	22,821.60	3,941.07	.00	-22,821.60	100.0%
GRAND TOTAL	82,466,313	82,466,313	29,843,689.41	5,484,292.24	.00	52,622,623.59	36.2%
	** END OF	REPORT - Ge	enerated by Tyso	n Beck **			

General Fund Detailed Expenditures

December 2017 Fiscal YTD Expenditures Compared to the Fiscal 2018 Total Budget and the Expenditures of the Same Timeframe of the Past Three Fiscal Years







City Council Staff Report

Subject: Creekside Park Picnic Tables Author: Brock Hill Department: Parks Date: 13 February 2018



Background

Studies show that parks and recreational opportunities dramatically improve the quality of life for citizens within a community. Bountiful City recognizes this and is committed to providing a diverse type of recreational opportunities for the citizens of Bountiful. When the opportunity to acquire additional property, in the heart of the City, to expand access to park and open space was presented to the City, City leaders already knew the answer. This commitment was the start of a new park, unique in nature and type, for Bountiful and its residents. Following is a brief timeline of Creekside Park.

• 2013

- Stahle property purchase
- May July 2015 Contract w/L.A. Public design meetings

Bid/G.C. contract

Construction starts

Contractor collapse

- June 2015 Sweeney property purchase
- July May 2016 Data gathering/Design
- May June 2016
- July 2016
- February 2017
- March 2017
- March June 2017
- July 2017
- December 2017
- December April 2018
- April 2018
- May 2108
- Planned grand opening event Planned start of pavilion reservations

Negotiations with Travelers

Punch list and grow-in

Termination of original construction contract

New C.M. selected/construction re-starts

Construction substantial completion

<u>Analysis</u>

Knowing the budget was limited, construction costs were high, and making best use of tax payer monies, some amenities were removed from the original design and construction contract. Working under the premise that we could control cost in some areas of construction and complete some of the work in house, we deferred the inclusion and purchase of some amenities to the end of the project purchasing those items if monies were available at that time. This is the case with picnic tables for the large central pavilion and the three smaller outlying pavilions. Given the unique nature and design of the park and other features, like the bridge and Ibeam construction of the pavilions, we looked hard for tables that would fit in with the style, color, design, and nature of the park. We found tables of this style from a company named Maglin Site Furniture, located in Denver, Co.. We have received and negotiated a bid from Maglin for 20 tables in the amount of \$52,980.00. This includes a 10% discount, assembly, and delivery. This gives us enough tables for 12 in the main pavilion, 2 in each of the small pavilions, 1 at the east end of the trail, and 1 in the open grass area on the south side of the creek.

Department Review

The review was completed by the Parks.

Significant Impacts

With the start of the pavilion rental season upon us, we have already received a lot of interest for Creekside Park. Reservations in all other parks start April 15, but we have held off on reservations for Creekside Park until May 1. This gives us enough time to finish the necessary grow-in of plants and turf, the delivery of tables, and the holding the Grand Opening event. It would be difficult to open the park for reservations without tables in the pavilions.

There are sufficient funds in the original construction budget to pay for the purchase of these picnic tables.

Recommendation

Staff recommends the Council approve the purchase of 20 picnic tables from Maglin Site Furniture in the amount of \$52,980.00.

Attachments

Example of style, color, type of picnic table Maglin picnic table bid



🔊 м л	GLIN	MAGLIN		T 800-716-5506 F 877-260-9393						
	GLIN	DENVER	999 18th Street, S 80202	sales@m	sales@maglin.com www.maglin.com					
ORDER C	ONFIRMAT	ION								
DATE:	1/19/2018		PROJ	ECT:	Creel	kside Park - Salt	Lake City, UT			
			QUOT	E #:	QUO	-26632-C2T3				
CUSTOMER: Broc	k Hill		REQ	UESTED D	ELIVE	RY OPTIONS:				
City of Bountiful			[] First Available Date							
790 South 100 East	:		[]	6-8 weeks	Estima	ted Delivery time	e			
Bountiful, UT 84010)		[]	Specific Da	ate					
PHONE:	801.298.6	140								
FAX:			TERM	4S: 3	30 DAYS	5				
E-MAIL:	bhill@bou	ntifulutah.gov								
Model	Variant Code	Description				Quantity	Price/Unit	Sub Total		
MLPT210-S-RB		Cluster Seating, Plastic Table &	,Surface Mount,Steel Seats - Brown	Frame,Recy	ycled	20.00	\$2,335.50	\$46,710.00		
Delivery		Delivery				1.00	\$6,270.00	\$6,270.00		
Comment		Discount applie	d			1.00	\$0.00	\$0.00		
Comment		Must ship prior	to March 31st, 2018			1.00	\$0.00	\$0.00		
						Sub-Total		\$52,980.00		
						Total		\$52,980.00		
						APPLICABLE TA	XES ARE EXTR	A		
						Currency		USD		

TERMS & CONDITIONS

Prices in effect for 60 days. Quoted taxes are estimates only and may be subject to change when order is shipped.

When applicable actual taxes will appear on the final invoice.

If a Purchase Order is issued, payment terms must be referenced and match the payment terms indicated above.

Purchase Orders must match Maglin's legal business entity. For more detailed information please see the "Working With Maglin Site Furniture" document, attached.

Maglin Site Furniture is a material supply company only.

All products are made to order. Cancellation requests will be subject to restocking fees. Orders ship upon fabrication completion.

Freight is sent common carrier. Off-loading is the responsibility of the receiving party..

Should product not be accepted at time of completion storage charges will apply at a rate of \$10 per skid per day, plus a one-time handling fee of \$60 per skid.

Please indicate your agreement with the order, and terms and conditions described above by signing where indicated below.

Thank you for your interest in Maglin,

Jordan McLean Brock Hill

Maglin Site Furniture

1/19/2018 2:48 PM

City Council Staff Report

Subject:	Preliminary and Final Site Plan for Drive-through
	restaurant
Author:	Chad Wilkinson, City Planner
Address:	620 N. 500 West (Highway 89)
Date:	February 13, 2018



Description of Request:

The applicant, Matt Young representing Young Advantage, is requesting amended preliminary and final site plan approval for a new Culver's Restaurant and accompanying property improvements. The property is located within the C-H (Heavy Commercial) zone on the former J and L Garden Center site. The application includes the construction of a 4,300 square foot restaurant

Background and Analysis:

The property received preliminary approval from the City Council on December 12, 2017. Subsequently, the plan has been modified to reflect the requirements of the Utah Department of Transportation. Most notably, the driveway has been relocated and is now shared with the property to the north. In conjunction with the driveway, UDOT has also required a deceleration lane on 500 West. These two changes have required modifications to the site plan that are discussed below.

Access to project is now from a 37-foot wide shared driveway on the north of the property. The applicant has applied to the Utah Department of Transportation (UDOT) for the proposed access and received approval of a variance for the location of the driveway. A copy of the access permit from UDOT will be required as a condition of final approval. The proposed plan still shows adequate parking based on the square footage shown and has adequate stacking spaces for the drive-through. The plan has been revised to show additional parking on the south side of the building not previously shown. Because of the potential for conflicts between the drive through aisle and these parking spaces it is recommended that the spaces along the south of the property be designated for employees only.

The proposed building is substantially the same design and materials as the previous submittal. The landscape plan has been changed and no longer meets the minimum required number of trees based on the size of the property. The Code requires street trees at an interval of 35 feet and internal trees based on the amount of required landscaping. The plan will need to be revised prior to building permit to show the minimum number of trees required by Code.

Storm water will be collected on site and conveyed to the creek north of the property through a proposed storm drain system that will cross the intervening property outside of the street. The applicant has obtained an easement from the neighboring property for conveyance of storm water to the creek. Water and sewer will be provided from existing lines in 500 West and will include the extension of an 8-inch water line and onsite fire

hydrant. Plans have been reviewed by the City Engineer with redline changes required in order to meet City standards and obtain final approval.

Department Review

This proposal has been reviewed by the Engineering, Power, and Planning Departments and by the Fire Marshall.

Significant Impacts

The development is occurring in an area with urban levels of infrastructure already in place. Impacts from the development of this property have been anticipated in the design of the existing storm water, sewer, and water and transportation system.

Recommended Action

The Planning Commission reviewed the request at their February 6, 2018 meeting and forwards to the City Council a recommendation of approval for preliminary and final site plan review for the proposed fast food restaurant subject to the following conditions:

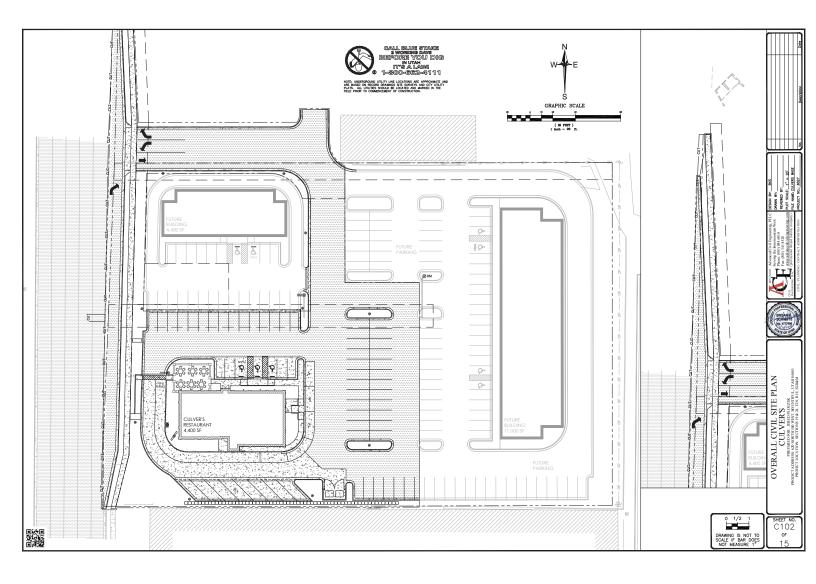
- 1. Complete any and all redline corrections.
- 2. Prior to final site plan approval by the City Council, obtain proper permits from the Utah Department of Transportation for the shared access proposed on 500 West. A copy of permits shall be filed with the City.
- 3. Obtain permits from Davis County Flood Control for all storm water discharges into Barton Creek. Prior to Building permit provide copies of permits to the City.
- 4. Prior to issuance of a building permit, revise the final landscape plan to show the minimum required number of trees. Based on frontage and area the Code requires a total of 24 trees seven of which must be evenly spaced along the frontage of the property.
- 5. All damaged curb and gutter and sidewalk along 500 W. shall be replaced.
- 6. Provide a 20 foot wide Public Utility Easement for the proposed 8 inch fire hydrant line.

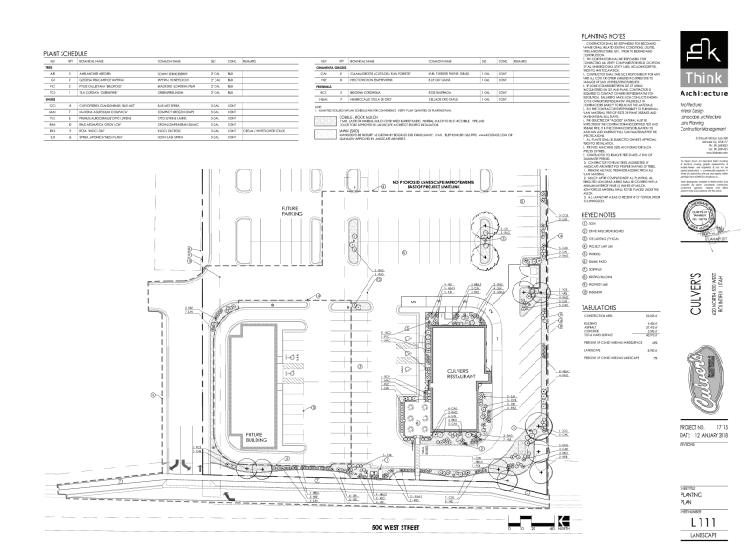
Attachments

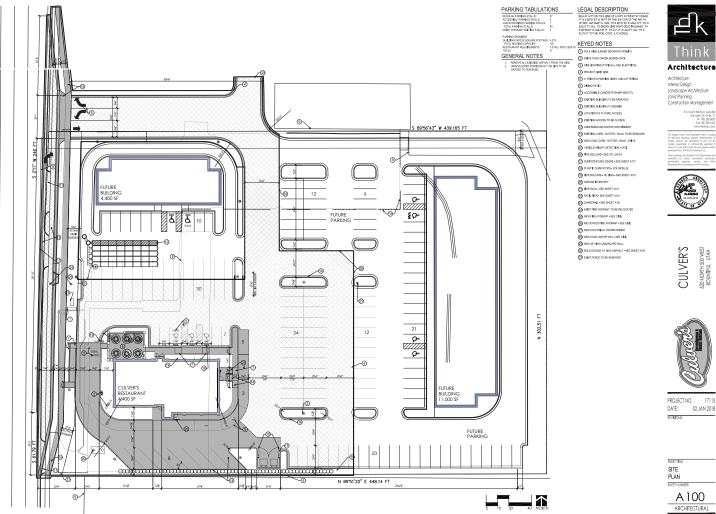
- 1. Aerial photo
- 2. Site and utility plans
- 3. Building elevations

Aerial Photo











Architecture

Architecture Interior Design Landscape Architecture Land Planning Construction Management

515) South R00 Fast, Saile 200 Soft Lake City, LT M/17 Phr: 801268,0055 Fast: 801268,1425 www.thinkae.com

CULVER'S & NORTH 500 WEST BOUNTIFUL UTAH



SHEET TITLE: SITE PLAN SHEET NUMBE A100

STANDARD AWNINGS OLIANTITIES: 01.0 0.0 11 -CANVAS AWNINGS @ 6'-7' H x 8'-0'' W x 2'-0'' D 2 -CANVAS AWNINGS @ 5'-6'' H x 6'-0'' W x 2'-0'' D 2 -CANVAS AWNINGS @ 5'-6'' H x 6'-0'' W x 2'-0'' D 16 -TOTAL CANVAS AWNING COLOR SPECIFICATIONS: SOLID CANVAS AWNING COLOR: SUNBRELLA, ROYAL BLUE STYLE: 4617

FXTERI	R MATERIALS:
STONE	
	RONADO
STYLE	OLD WORLD STONE
COLO	MENDOCINO
EIFS:	
MFR: P	REX
FINISH	MEDIUM SAND
	ELD: MATCH SHERWIN WILLIAMS SW7531 CANVAS TAN
PILAS	R/CORNICE: MATCH SHERWIN WILLIAMS SW2823 ROCKWOOD CL
FIBER CE	IENT BOARD:
MFR: J	MES HARDIE,
	HARDIEPLANK LAP SIDING, 7.25" CEDAR MILL
COLO	COBBLESTONE



C

General Notes: 1. TOP OF PARAPET TO BE CLAD WITH UNA-CLAD STEEL REGAL BLUE 2. DO NOT DRYSTACK CULTURED STONE





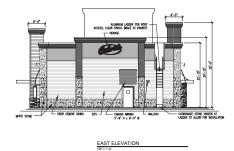
CULVER'S 620 NORTH 500 WEST BOUNTFUL UTAH

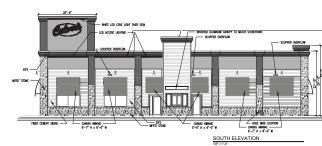


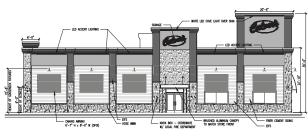
PROJECT NO. 17115 DATE: 02 JAN 2018 REMINONS:

SHEET TIFLE:	_
EXTERIOR	
ELEVATIONS	
SHEET NUMBER:	
A301	
ARCHITECTURAL	









NORTH ELEVATION





City Council Staff Report

Subject:	Preliminary and Final Site Plan for a Medical
	Office Building
Author:	Chad Wilkinson, City Planner
Address:	65 W 400 North
Date:	February 13, 2018



Description of Request:

The applicant, 400 North Partners, LLC, is requesting preliminary and final site plan approval for a new medical office building. The property is located within the DN (Downtown) zone on two properties currently occupied by single family residences. The application includes the construction of an approximately 8,200 square foot medical office building.

Background and Analysis:

The property is zoned DN (Downtown) and is surrounded by commercial development on the east (Fizz), multifamily residential to the south and office and residential to the west. The property is located across 400 North from Bountiful Junior High School.

The proposed development is the first to be reviewed under the new DN standards adopted in October. The proposed development is located on two parcels totaling approximately half an acre. Access to the project will be via a single driveway on 400 North. This section of 400 North is a State Highway and the applicant has received an access permit from UDOT and provided a copy of the permit to the City. The applicant will close three existing driveway approaches and replace them with a single access on the west side of the property. The proposed plan shows adequate parking based on the square footage shown. The parking has been placed to the side and rear of the building consistent with the DN standards.

The proposed building meets the required setbacks and height standards for the DN Zone. Finish materials for the proposed building will consist of brick with a significant percentage of fenestration on the street facing facades. Color renderings of the buildings are attached to this report. The submitted landscape plan meets the requirements of the Code including the minimum number of street trees, ornamental trees and shrubs.

Storm water will be collected on site and conveyed to an onsite detention system which will then flow to existing storm drain facilities in 400 North. Water and sewer will be provided from existing lines in 400 North. Plans have been reviewed by the City Engineer.

Department Review

This proposal has been reviewed by the Engineering, Power, and Planning Departments and by the Fire Marshall.

Significant Impacts

The development is occurring in an area with urban levels of infrastructure already in place. Impacts from the development of this property have been anticipated in the design of the existing storm water, sewer, and water and transportation system.

Recommended Action

The Planning Commission reviewed the request at their February 6, 2018 meeting and forwards to the City Council a recommendation of approval for preliminary and final site plan review for the proposed medical office subject to the following conditions:

- 1. Complete any and all redline corrections.
- 2. All damaged curb and gutter and sidewalk along 400 North shall be replaced.
- 3. Provide Public Utility Easements as required by Bountiful Power.

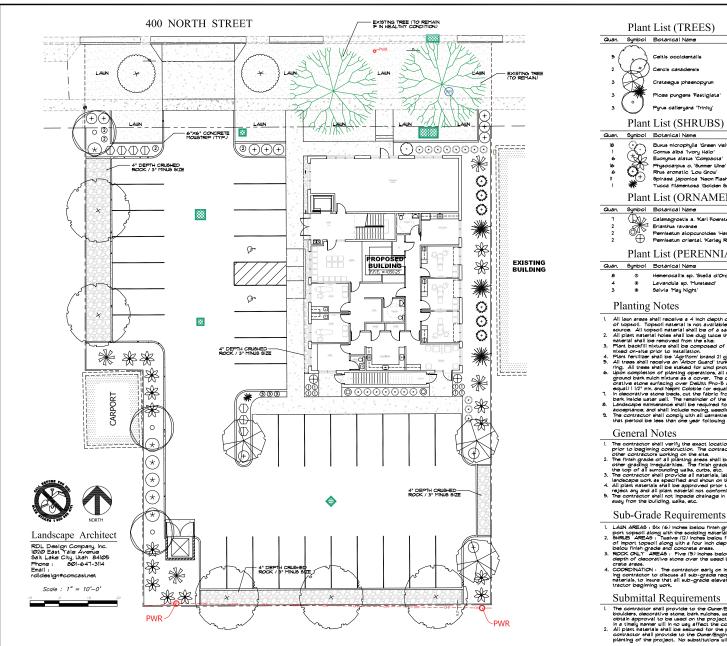
Attachments

- 1. Aerial photo
- 2. Site and utility plans
- 3. Building elevations

Aerial Photo







Common Name 9ize Remarks Common Hackberry 2" Caliper 10'-12' Ht. Matched Heads Straight Trunk Eastern Redbud 2" Calipe 8'-iØ' Ht. Matched Heade Straight Trunk Washington Hauthorn 2" Caliper 8'-10' Ht. Matched Heads Straight Trunk Columnar Blue Spruce 6' Minimum Ht. Full Throughout B 4 B Specimen Trinity Flowering Pea 2" Caliper 8'-10' Ht. Matched Head Straight Trunk Common Name Size Remarks Buxus microphylla 'Green Velvet' Green Velvet Boxwood 5 Container 15"-18" Height 5 Container 18"-24" Height ivory Halo Doguood Duarf Burning Bush 5 Container 18"-24" Height Physocarpus o. 'Summer Wine' Summer Wine Ninebark 5 Container 24"-30" Height Grow Low Sumac 5 Container 18"-24" Anneac Spiraea japonica 'Neon Flash' 5 Container 15"-18" Height Neon Flash Spiraea Yucca filamentosa 'Golden Sword'Golden Sword Yucca 5 Container 15"-18" Height Plant List (ORNAMENTAL GRASSES) Common Name Size Remarks Catanagrostis a. Karl Foerster Ferlenster Feather Grass
Container 24*-36" Height Perniestum alopourcides Harely Parpas Grass Perniestum alopourcides Harely Parpas Grass Perniestum alopourcides Harely Parpas Perniestum al Plant List (PERENNIALS) Common Name Remarks Size Hemerocallis sp. 'Stella d'Oro' Stella d'Oro Day Lily * Container 12" Ht. Full Can 9 Container 12" Ht. Full Can Munstead Lavender May Night Garden Sage 4 Container 12" Ht. Full Can All law areas shall neceive a 4 inch depth of topsoll, all shub planting areas shall receive an 8 inch depth output. In the shall be a first and the start is a shared must be imported from a approved local shared in target in the shall be dug tures the diameter of the rootball and 6 inches desper. Excervated naterial shall be removed from the site.
 High and the composed for the site. Their buckfill detuine shall for bond and the set of a parts topsoil to 1 part have additive, and shall be rotary intead on-site prior to installation. The set of a parts topsoil to 1 part have additive, and shall be rotary intead on-site prior to installation. The product of a parts topsoil to 1 part have additive, and shall be rotary all trees shall be added for what protector, or equil, and have a 36 lond distance bark much ring. All trees shall be taked for what protector, or equil, and have a 36 lond distance bark much ring. All trees shall be taked for what protector, or equil, and have a 36 lond distance bark much ring. All trees shall be taked for what protector, unless otherwise infocated. Upon completion of planting operations, all share plants bark bark to the shall be 'Calico' (co-cordive stone surfacing over Deliut, fhor-5 weed barrier fabric. Stone to be weed shall be 'Calico' (co-cordive stone surfacing over Deliut, fhor-5 weed barrier fabric. Stone to be weed bark in apply fine ground bark halde were well. The remarker of the plants back shall receive the depth of decordive store. Landscape name wall be required for a period of 30 day minum following the date of project. Landscape name well be required for a period of 30 day minum to following the date of project. The contractor what come year following the date of final completion and acceptance. The contractor shell verify the exact location of all existing and proposed utilities, and all site conditions prior to beginning construction. The contractor shell coordinate their work with the project manager and all other contractors existing on the site.
 The original provides all the second very and consistent. These of any home, depressions or other grading irregularities. The finish grade of all landscape areas shall be graded consistently 12° below the top of all servicing welks, curve, sic.
 The contractor shell provide all materials, labor and equipment required for the proper completion of all landscape work as specified and shown on the challings.
 4. All plant materials will be approved prior to planting. The Ower-Landscape Architect has the right to . The contractor shell in the prode draitage in any way. The contractor shell always maintain positive draitage away from the building, wake, etc. LAIN AREAS : Six (6) Incise balow inhish grade. The will allow for the installation of a 4 inch depth of import toppoil along with the socioling material, leaving it alightly below finish grade and concrete areas.
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 ROCK CNLY AREAS : Filter (5) inches below finish grade. This will allow for the installation of a 4 inch depth of adecorative stone over the weed barrier fabric, leaving it slightly below finish grade and concrete areas.
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 COCRENATION : The contractor early on in the construction process shall nest on-site with the slig grade and concrete areas. The contractor whill provide to the Quere/Engineer product samples of all landscape materials such as boulders, decorative stone, bark mulches, used barrier fabric, soil amendments 4 linport topsoil in order to obtain approval to be used on the project, and prior to any sinpernit to the site. Failure to provide this in a timely samer util in no usy affect the construction achedule and time for project completion. All plants agent is wall be second for the project, a minimum of 66 days prior to shipment to the linte. The order of the project. No substitutions util be considered following this time period.

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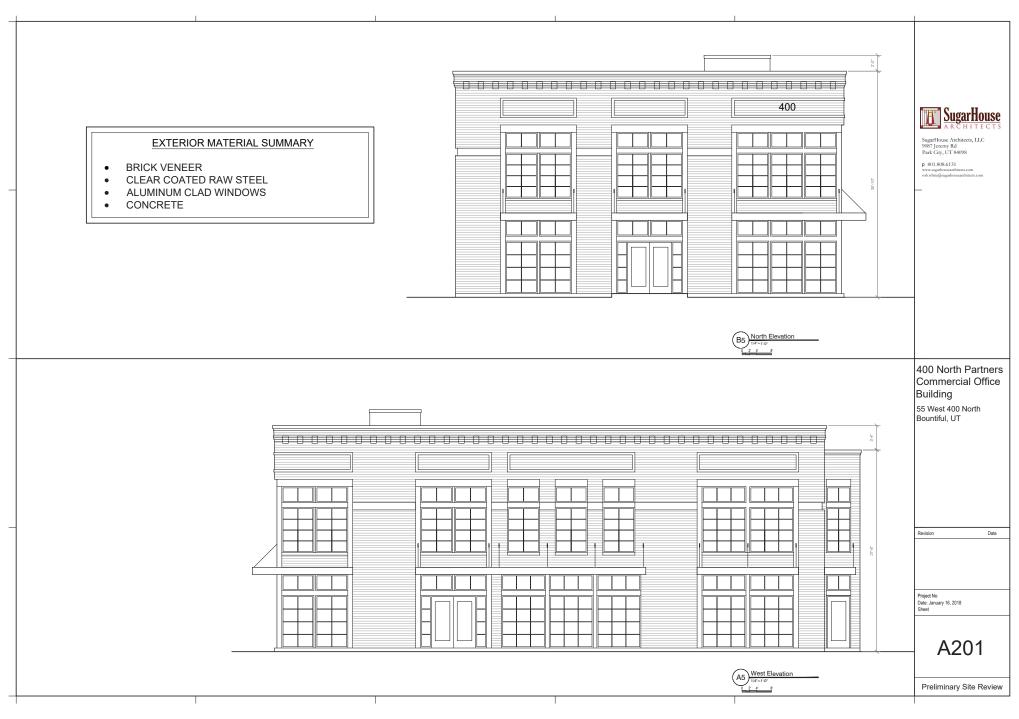
DRAWN: RDL 01/05/20 APPVD: RDL 01/05/20

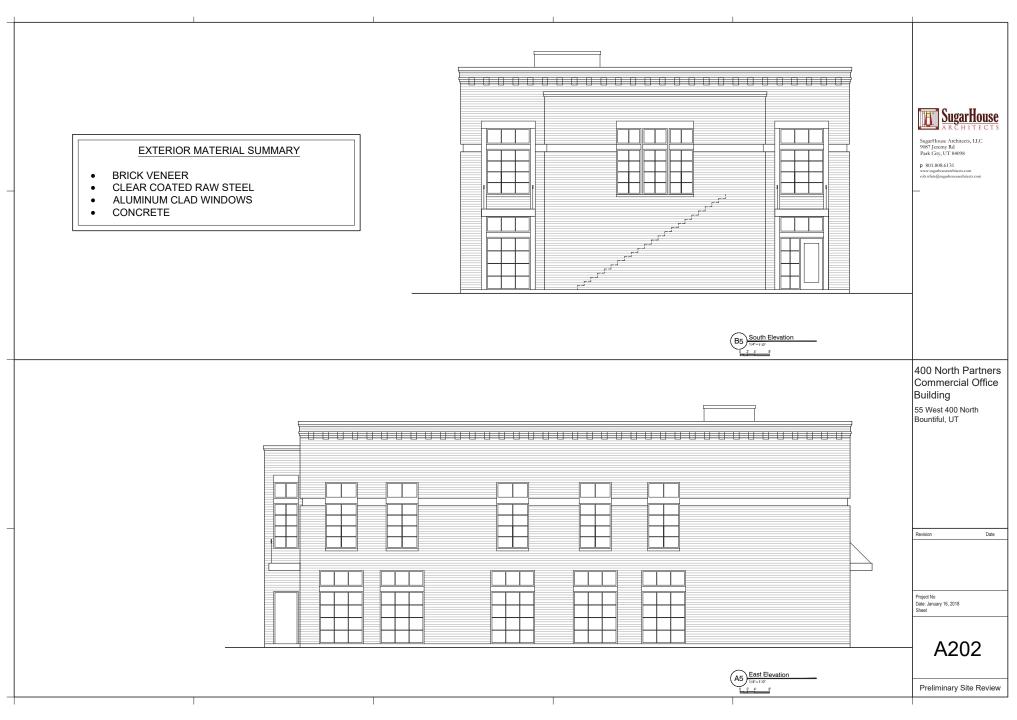
> L1.1 LANDSCAPE PLAN

PROJECT: 1574001

TAH

55 WEST 400 NORTH BOUNTIFUL CITY, DAVIS COUNTY,





City Council Staff Report

Subject: Public Hearing- Zone Map Amendment from R-3 (Single-Family Residential 3 units per acre), R-F (Residential Foothill), and MWP (Mountain Development And Watershed Protection) to O-S (Open Space)
Property Addresses: Multiple; located roughly between 400 South and 1000 South and between the eastern Bountiful City limits and 1400 East
Author: Chad Wilkinson and Browne Sebright
Department: Planning
Date: February 13, 2018



Background

The proposal is to amend the zoning designation of seven (7) parcels owned by Bountiful City with varying zoning designations that total approximately 679.56 acres. The proposed zoning change will be from R-3 (Single-Family Residential 3 units per acre), R-F (Residential Foothill), and MWP (Mountain Development and Watershed Protection) to O-S (Open Space). In late 2015, City Council directed staff to begin the process of creating a new Open Space zoning designation as a result of a proposed land swap between the U.S. Forest Service and a private land owner. This proposal is a continuation of the process to amend the zoning of identified open space areas in the City. The area in this proposal is surrounded with properties zoned R-F to the east, and R-3 to the west. Bountiful Boulevard is the border between the two zone designations. There is one parcel that is zoned MWP that is located bordering the eastern Bountiful City limits, bisected by Holbrook Canyon.

Analysis:

Bountiful is blessed with beautiful open space areas in the mountains and foothills to the east. These areas in and around the City provide opportunities for hiking, biking and other forms of recreation. In addition, Bountiful City maintains a network of parks and recreation areas including the Bountiful Ridge Golf Course that provide facilities for sports, recreation, relaxation, and venues for public gatherings and events. The 2009 Bountiful City General Plan calls for the identification and preservation of open space areas throughout and surrounding the City.

The adopted Open Space Zoning standards restrict development on open space properties to public facilities and recreation facilities. Examples of public facilities which could be allowed would include trail head parking lots and restrooms, utility buildings and facilities, and utility lines and appurtenances. The zoning standards are restrictive in nature and do not allow for residential or commercial development. Because some of the properties along the foothills of

Bountiful are ideal for placement of wireless telecommunications facilities (cell towers) these facilities have also been included as permitted and conditional uses.

The current proposal for a zoning map amendment includes seven (7) Bountiful City properties in the vicinity of Holbrook Canyon and Bountiful Boulevard. As the Planning Commission has discussed the potential Open Space zone, a desire has been expressed to extend the designation not only to undeveloped open space surrounding the City, but also to public parks and public recreation facilities. Therefore, the proposed zone map amendment includes the Eggett Park property.

The subject properties included in the current proposal include areas with steep slopes and/or public works infrastructure located on the parcels. These parcels provide an excellent gateway to connecting with the natural areas of Eastern Bountiful City and a great connection with the Holbrook Trailhead. The location and characteristics of the properties make them excellent candidates for inclusion in the Open Space zone.

It is anticipated that additional future zone map amendments will be brought forward which will rezone all public park areas and other publicly owned properties (including the golf course), as open space through a series of public hearings rather than one all-encompassing amendment. This will provide focused discussions of individual properties and allow for effective management of public noticing. The current amendment is limited to only the properties in the Holbrook Canyon vicinity.

Standard of Review

As a matter of procedure, whenever the Planning Commission considers a request for a rezone (zone map amendment), it shall review it in accordance with the provisions of 14-2-205 AMENDMENTS TO ORDINANCE AND MAP, which are as follows:

B. For the purpose of establishing and maintaining sound, stable, and desirable development within the City, it is declared to be the public policy that amendments should not be made to the Bountiful City Land Use Ordinance or Zoning Map except to promote the objectives and purpose of this Title, the Bountiful City General Plan, or to correct manifest errors.

Department Review

This item has been reviewed by the City Planner and City Engineer, and City Attorney.

Significant Impacts

The proposed adoption of the Open Space Zoning District and zone map amendment will have a positive impact on residents of Bountiful by identifying and preserving open space areas for use and enjoyment by the public.

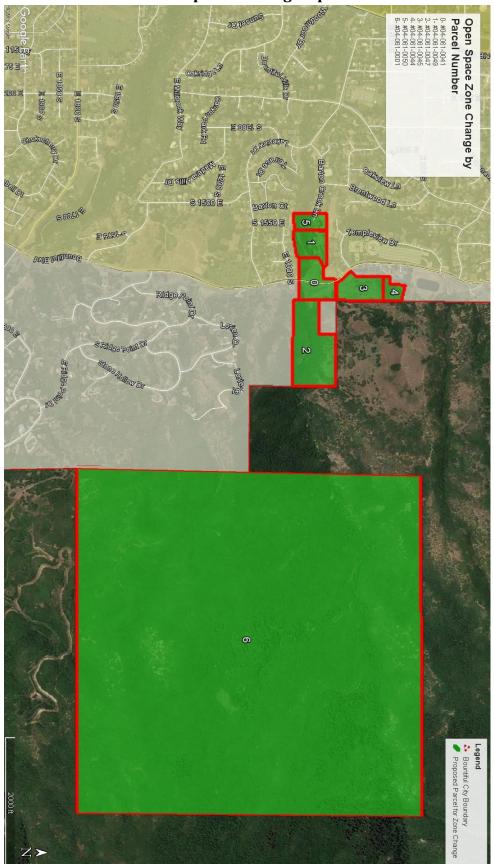
Recommendation:

The Planning Commission reviewed the proposal at their February 6, 2018 meeting and forwards a recommendation of approval to the City Council for the proposed zoning map amendment of seven (7) parcels totaling 679.56 acres from R-3 (Single-Family Residential 3 units per acre), R-F (Residential Foothill), and MWP (Mountain Development and Watershed Protection) to O-S (Open Space) zoning.

Attachments

- 1. Aerial Photo of Proposed Zone Change Parcels
- 2. Proposed Zoning Map Amendment

Proposed Zoning Map



53

BOUNTIFUL

MAYOR Randy C. Lewis CITY COUNCIL Kendalyn Harris Richard Higginson Beth Holbrook John Marc Knight Chris R. Simonsen

CITY MANAGER Gary R. Hill

City of Beautiful Homes and Gardens

Bountiful City Ordinance No. 2018-01

An ordinance amending the Bountiful City Zoning Map changing the zoning designation of seven (7) parcels totaling 679.56 acres from R-3 (Single-Family Residential 3 units per acre), R-F (Residential Foothill), and MWP (Mountain Development and Watershed Protection) to O-S (Open Space) zoning.

It is the finding of the Bountiful City Council that:

- 1. The Bountiful City Council is empowered to adopt and amend zoning maps and ordinances pursuant to Utah State law and under corresponding sections of the Bountiful City Code.
- 2. As required by Section 14-2-205 of the Bountiful City Land Use Ordinance this zone map amendment is found to be in harmony with the objectives and purposes of the Land Use Ordinance.
- 3. After a public hearing, the Bountiful City Planning Commission recommended in favor of approving this proposed zone map amendment on February 6, 2018.
- 4. The Bountiful City Council held a public hearing on this proposal on February 13, 2018.

Now therefore, be it ordained by the City Council of Bountiful, Utah:

<u>Section 1.</u> The official Zoning Map of Bountiful City is hereby amended to designate the zoning for the following property as O-S (Open Space):

0. Parcel #04-061-0041

BEG AT A PT WH IS N 0²24'33" E 741.86 FT ALG A 1/4 SEC LINE FR THE CENTER OF SEC 28-T2N-R1E, SLM; TH N 89⁴4'04" W 647.01 FT; TH N 300.08 FT; TH N 60⁰0'00" E 146.89 FT; TH S 89³7'46" E 200 FT ALG THE S BNDRY LINE OF THE BOUNTIFUL CITY UPPER BARTON CREEK RESERVOIR PPTY; TH N 0²2'14" E 200 FT ALG THE E BNDRY LINE OF SD BOUNTIFUL CITY PPTY; TH S 89³7'46" E 322.60 FT ALG THE N LINE OF THE SE 1/4-NW 1/4 OF SD SEC 28; TH S 0²24'33" W 573.15 FT ALG THE E LINE OF SD SE 1/4-NW 1/4 TO THE POB. CONT. 6.935 ACRES

1. Parcel #04-061-0049

BEG AT A PT ON THE N BNDRY LINE OF EGGETT ESTATES PLAT C SUB, AT A PT WH IS N 0^24'33" E 741.86 FT ALG THE 1/4 SEC LINE & N 89^44'04" W 647.01 FT FR A SURVEY MONU MARKING THE CENTER OF SEC 28-T2N-R1E, SLM, & RUN TH ALG THE N BNDRY OF SD SUB IN THE FOLLOWING FOUR COURSES: N 89^44'04" W 17.73 FT; S 0^15'56" W 32.99 FT; S 80^58'14" W 271.57 FT; N 89^44'04" W 131.22 FT; TH N 496.73 FT TO THE S BNDRY LINE OF BOUNTIFUL BENCH ESTATES PLAT A; TH S 89^37'45" E 545.03 FT ALG SD BOUNTIFUL BENCH SUB BNDRY; TH ALG THE W BNDRY LINE OF PPTY OWNED BY BOUNTIFUL CITY IN THE FOLLOWING THREE COURSES TO THE POB; S 0^14'29" W 44.75 FT; S 60^0' W 146.89 FT; S 300.08 FT TO THE POB. CONT. 4.827 ACRES.



2. Parcel #04-060-0047

BEG AT A PT WH IS N 0^24'33" E 657.50 FT FR THE CENTER OF SEC 28-T2N-R1E, SLM; & RUN TH S 89^38'32" E 1317.90 FT TO THE E 1/4 1/4 SEC LINE OF THE NE 1/4 OF SD SEC; TH N 0^24'33" E 657.11 FT, M/L, TO THE N LINE OF BOUNTIFUL CITY; TH N 89^38'32" W 795.18 FT; TH S 250.00 FT; TH W 522.72 FT TO THE 1/4 SEC LINE; TH S 0^24'33" W 402.33 FT TO THE POB. CONT. 16.84 ACRES

3. Parcel #04-061-0045

BEG AT THE SE COR OF NE 1/4 OF NW 1/4 OF SEC 28-T2N-R1E, SLM; & RUN TH N 89^37'45" W 264.03 FT TO THE E LINE OF BOUNTIFUL BENCH ESTATES PLAT A; TH ALG SD PLAT ON A 463.00 FT RAD CURVE TO THE LEFT 211.68 FT TO A PT OF TANGENCY WITH A 417 FT RAD CURVE TO THE RIGHT; TH ALG THE ARC OF SD CURVE 84.45 FT; TH STILL ALG SD SUB N 50^42'45" E 115.44 FT; TH N 428.72 FT; TH S 89^34'19" E 363.6 FT, M/L, TO THE SEC LINE; TH S ALG SD SEC LINE 11.00 CHAINS, M/L, TO POB. CONT. 6.04 ACRES

4. Parcel #04-061-0044

BEG AT A PT WH IS S ALG THE 1/4 SEC LINE 323.4 FT FR THE N 1/4 COR OF SEC 28-T2N-R1E, SLM; & RUN TH S 270.6 FT; TH N 89^34'19" W 363.6 FT, M/L, TO THE E LINE OF BOUNTIFUL BENCH ESTATES SUB PLAT C; TH ALG SD SUB N 97.18 FT; TH S 86^07'39" E 110.0 FT; TH N 5^55'34" E 240.19 FT TO THE S LINE OF THE U S GOVT PARCEL; TH S 75^35'04" E 236.97 FT, M/L, TO POB. CONT. 1.93 ACRES

5. Parcel #04-061-0050

BEG AT A PT ON THE N BNDRY LINE OF EGGETT ESTATES PLAT C SUB AT A PT WH IS N 0^24'33" E 741.86 FT ALG THE 1/4 SEC LINE & N 89^44'04" W 647.01 FT & N 89^44'04" W 17.73 FT & S 0^15'56" W 32.99 FT & S 80^58'14" W 271.57 FT & N 89^44'04" W 131.22 FT FR A SURVEY MONU MARKING THE CENTER OF SEC 28-T2N-R1E, SLM; & RUN TH ALG THE N BNDRY OF SD SUB IN THE FOLLOWING THREE COURSES: N 89^44'04" W 108.78 FT; S 0^24'05" W 8.00 FT; N 89^44'04" W 152.00 FT; TH N 0^24'05" E 310.60 FT ALG THE BNDRY OF LAKEVIEW TERRACE SUB TO THE SE COR OF LOT 19 SD LAKEVIEW TERRACE SUB; TH N 0^24'05" E 194.58 FT ALG THE BNDRY OF SD LAKEVIEW TERRACE SUB TO THE S BNDRY LINE OF BOUNTIFUL BENCH ESTATES SUB PLAT A EXTENDED; TH S 89^37'45" E 257.30 FT ALG SD BOUNTIFUL BENCH SUB BNDRY; TH S 496.73 FT TO THE POB. CONT. 2.983 ACRES.

6. Parcel #04-059-0001

ALL OF SEC 27-T2N-R1E, SLM. CONT. 640.00 ACRES

<u>Section 3.</u> City ordinances in conflict with these provisions are hereby repealed. However, all provisions in force immediately prior to this ordinance shall continue in force hereafter for the purpose of any pending legal action, all rights acquired, and any liabilities already incurred.

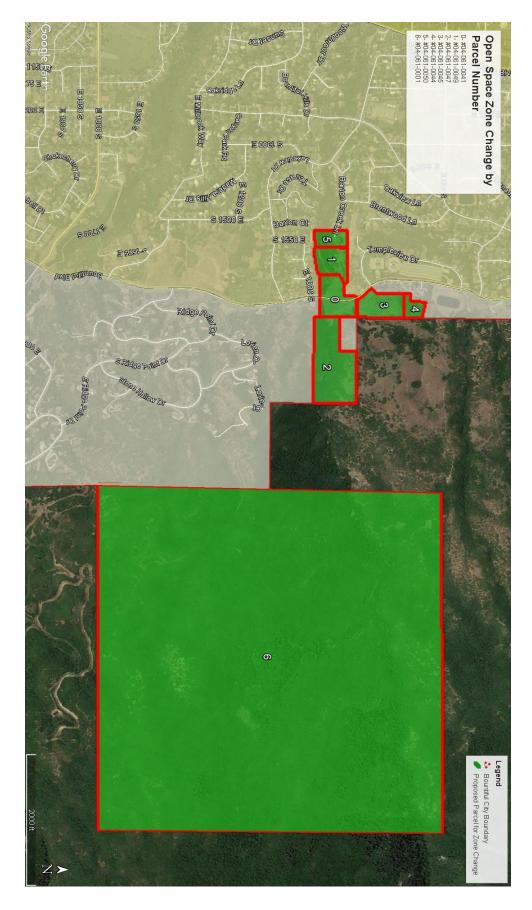
Section 4. This ordinance shall take effect immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 13th day of February 2018.

Randy C. Lewis, Mayor

ATTEST:

Shawna Andrus, City Recorder



 $\label{eq:c:Users} C: Users \\ SAndrus \\ Data \\ Local \\ Microsoft \\ Windows \\ INet \\ Cache \\ Content. \\ Outlook \\ BL8RSMUZ \\ Rezoning \\ Ordinance 2018-01 \\ Open \\ Space \\ Zone \\ Change \\ 2.doc \\ Net \\ Sandrus \\ Paris \\ Pa$

City Council Staff Report

Subject:Easement Release Request at 994 So. 1300
EastAuthor:Paul RowlandDepartment:Engineering
February 13, 2018



Background

Mr. Vance is requesting a partial release of an easement along the west side of 994 So. 1300 East. All of the interested utilities have reviewed this request and agree that it is acceptable.

Analysis

In 1974 the Lakeview Terrace Subdivision was recorded including a 33.5' wide PUE across the west side of lot 29 (994 So. 1300 East). The easement was to cover an irrigation line, a storm drain line and a culinary water line. With the three lines across the property, a very wide easement was required to provide room for their maintenance. Furthermore, the width of the easement hasn't really mattered because the lot has been maintained as a garden for the last 44 years. The culinary line has since been replaced with a line in the street, leaving only the irrigation and storm drain lines, which are both located right along the west property line.

The lot recently sold and the new owner is anxious to grow a new house in the garden. He is requesting a partial release of the easement to allow for a little wider home. After reviewing the request and the location of the remaining lines, it was felt that a 25 ft. wide easement would be plenty to provide for any necessary access to repair or replace either of the lines. That would allow for the release of the east 8.5 ft. of the existing easement, which is being requested.

All of the utility companies that signed the subdivision plat, particularly those that have lines in the easement, have reviewed the request and all have signed off on the release. A 25 ft. wide easement will remain to cover current and future needs.

Department Review

This has been reviewed by the Engineering Department.

Significant Impacts

None

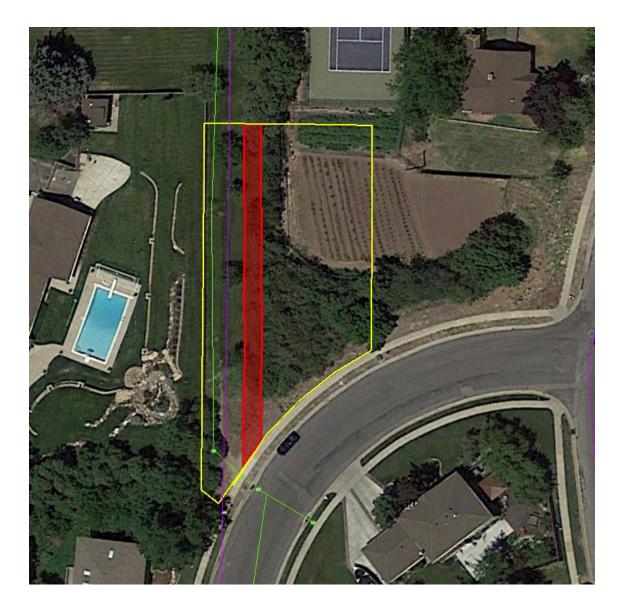
Recommendation

I recommend that the City Council approve this Easement Release and authorize the Mayor to sign the release document.

Attachments

Diagram showing the location of the proposed release Copy of the Release of Easement document signed by the City Engineer

Easement Release for 994 So. 1300 East



RELEASE OF EASEMENT

BOUNTIFUL, a municipal corporation, does hereby release a utility easement over, and under and across the following described property:

EASEMENT VACATION DESCRIPTION

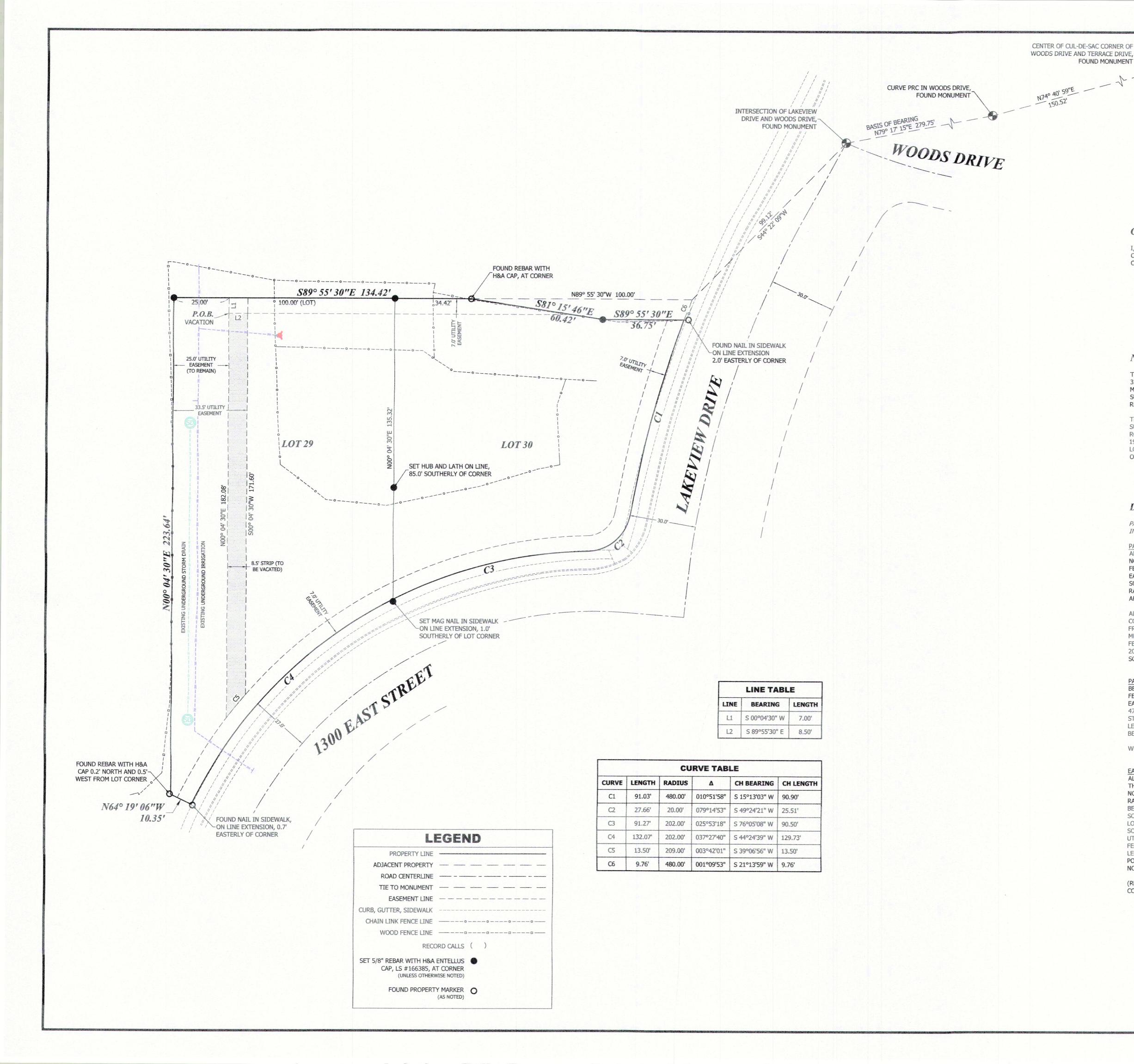
ALL OF THE EASTERLY 8.50 FEET OF AN EXISTING UTILITY EASEMENT, EXCEPT THE NORTHERLY 7.00 FEET AND THE SOUTHERLY 7.00 FEET, THEREOF, LOCATED OVER LOT 29, LAKEVIEW TERRACE SUBDIVISION, LOCATED IN NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID 8.50-FOOT-STRIP BEING DESCRIBED AS FOLLOWS:

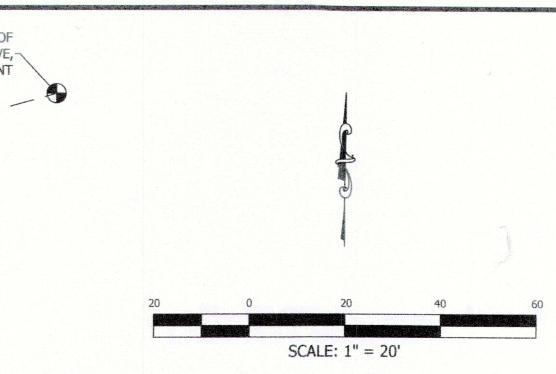
BEGINNING AT A POINT THAT IS SOUTH 89°55'30" EAST 25.00 FEET ALONG THE NORTH LOT LINE AND SOUTH 00°04'30" WEST 7.00 FEET PARALLEL TO THE WEST LOT LINE FROM THE NORTHWEST CORNER OF SAID LOT 29 AND RUNNING THENCE SOUTH 89°55'30" EAST 8.50 FEET PARALLEL TO SAID NORTH LINE; THENCE SOUTH 00°04'30" WEST 171.60 FEET PARALLEL TO SAID WEST LINE TO THE NORTH LINE OF THE 7.00-FOOT UTILITY EASEMENT RUNNING ALONG THE NORTH LINE OF 1300 EAST STREET; THENCE SOUTHWESTERLY 13.50 FEET ALONG SAID NORTH EASEMENT LINE AND ALONG A NON-TANGENT, 209.00-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°42'01", CHORD BEARS SOUTH 39°06'56" WEST 13.50 FEET, TO A POINT THAT IS 25.00 FEET PERPENDICULARLY DISTANT FROM SAID WEST LINE; THENCE NORTH 00°04'30" EAST 182.08 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

(RECORD PLAT BEARINGS FOR LAKEVIEW TERRACE WERE ROTATED 00°13'30" CLOCKWISE TO MATCH DAVIS COUNTY BASIS)

UTILITY COMPANY APPROVAL
Bountiful City Engineer
Power Company R. alan Farma
Bountiful Subcon. District
Dominion Gas ATTACHED
CenturyLink AMACHED
Bountiful Water Marce Sym
South Davis Sewer All Durgment
ComcastATTACHED

Date 2 . 6 . 18
Date
Date <u>1-8-2018</u>
Date 1-8-2018
Date_1
Date/U/A
Date
Date /- 8-2018
Date_/-8-2015
Date N/A





CERTIFICATE

I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR ACCORDING TO THE LAWS OF THE STATE OF UTAH, DO CERTIFY THAT I HAVE SURVEYED THE PARCEL OF GROUND SHOWN HEREON ACCORDING TO UTAH STATE CODE 17-23-17.



NARRATIVE

THE PURPOSE OF THE SURVEY WAS TO MARK THE PROPERTY CORNERS AND TO DESCRIBE A PORTION OF THE 33.5-FOOT UTILITY EASEMENT TO BE VACATED. THE BASIS OF BEARING WAS ESTABLISHED BETWEEN THE MONUMENTS SHOWN IN WOODS DRIVE. SAID BASIS WAS TAKEN FROM THE BARTON WOODS P.U.D. PLAT "A" SUBDIVISION, RECORDED AS ENTRY #1024387, BOOK 1593 OF OFFICIAL RECORDS, PAGE 52, DAVIS COUNTY RECORDER. SAID PLAT USES THE DAVIS COUNTY SURVEYOR'S BASIS OF BEARING.

THE RECORD DESCRIPTIONS OF THE PARCELS SHOWN HEREON WERE TAKEN FROM THE LAKEVIEW TERRACE SUBDIVISION PLAT (ENTRY #394840, BOOK "S" OF "L.&L.", PAGE 581, D.C.R.). BEARINGS ON THIS PLAT WERE ROTATED 00°13'30" CLOCKWISE TO MATCH THE DAVIS COUNTY BASIS. THIS ROTATION WAS SHOWN ON A 1996 HILL & ARGYLE SURVEY, SURVEY #2183, D.C.S., IN WHICH THE PARCEL IN THE NORTHEAST CORNER OF LOT 30 WAS CONVEYED TO THE PARCEL TO THE NORTH. WE LOCATED MULTIPLE SURVEY MARKERS SHOWN ON SAID SURVEY IN RETRACING THESE PARCELS.

DESCRIPTIONS

PARCEL DESCRIPTIONS ARE FROM A COMMITMENT FOR TITLE INSURANCE ISSUED BY ASPEN TITLE INSURANCE AGENCY, COMMITMENT NO. D24745, DATED OCTOBER 10, 2017.

PARCEL 1

ALL OF LOT 30, LAKEVIEW TERRACE, EXCEPT THE FOLLOWING: BEGINNING ON WEST LINE OF A STREET AT NORTHEAST CORNER OF LOT 30, LAKEVIEW TERRACE SUBDIVISION; AT A POINT NORTH 0°09' WEST 553.01 FEET AND EAST 217.92 FEET FROM WEST QUARTER CORNER OF SECTION 28 TOWNSHIP 2 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°51' WEST 100.00 FEET; THENCE SOUTH 81°29'16" EAST 60.42 FEET; THENCE NORTH 89°51' EAST 36.75 FEET TO A POINT ON A 480 FEET RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS SOUTH 69°34'33" EAST) THENCE NORTHERLY ALONG ARC OF SAID CURVE 9.76 FEET TO THE POINT OF BEGINNING.

ALSO, ALL OF LOT 29, LAKEVIEW TERRACE, EXCEPT THE FOLLOWING: BEGINNING AT THE SOUTHWEST CORNER OF LOT 29, SAID SUBDIVISION AT A POINTT NORTH 0°02' EAST 330.0 FEET AND WEST 16.5 FEET FROM THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH RANGE 1 EAST, SALT LAKE MERIDIAN, AND RUNNING THENCE NORTH 0°09' WEST 86.78 FEET; THENCE SOUTH 47°09'10" EAST 59.025 FEET TO THE NORTHWESTERLY LINE OF A STREET; THENCE SOUTHWESTERLY ALONG SAID STREET (RADIUS 202 FEET, L.C. EQUALS 61.08 FEET) ALONG THE ARC OF A 202 FEET RADIUS CURVE TO THE LEFT TO THE SOUTH CORNER OF SAID LOT 29; THENCE NORTH 64°32'36" WEST 10.35 FEET TO THE POINT OF BEGINNING.

PARCEL 2

BEGINNING AT THE SOUTHWEST CORNER OF LOT 29, LAKEVIEW TERRACE AT A POINT NORTH 0°02' EAST 330 FEET AND WEST 16.5 FEET FROM THE EAST QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, CITY OF BOUNTIFUL, THENCE NORTH 0°09' WEST 86.78 FEET; THENCE SOUTH 47°09'10" 59.025 FEET TO THE NORTHWESTERLY LINE OF A STREET; THENCE SOUTHWESTERLY ALONG SAID STREET (RADIUS 202 FEET, L.C. EQUALS 61.08 FEET) ALONG THE ARC OF A 202 FEET RADIUS CURVE TO THE LEFT TO THE SOUTH CORNER OF SAID LOT 29; THENCE NORTH 64°32'36" WEST 10.35 FEET TO THE POINT OF BEGINNING.

WHOLE PARCEL CONTAINS 0.709 ACRES.

EASEMENT VACATION DESCRIPTION

ALL OF THE EASTERLY 8.50 FEET OF AN EXISTING UTILITY EASEMENT, EXCEPT THE NORTHERLY 7.00 FEET AND THE SOUTHERLY 7.00 FEET, THEREOF, LOCATED OVER LOT 29, LAKEVIEW TERRACE SUBDIVISION, LOCATED IN NORTHEAST QUARTER OF SECTION 29 AND THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID 8.50-FOOT-STRIP BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS SOUTH 89°55'30" EAST 25.00 FEET ALONG THE NORTH LOT LINE AND SOUTH 00°04'30" WEST 7.00 FEET PARALLEL TO THE WEST LOT LINE FROM THE NORTHWEST CORNER OF SAID LOT 29 AND RUNNING THENCE SOUTH 89°55'30" EAST 8.50 FEET PARALLEL TO SAID NORTH LINE; THENCE SOUTH 00°04'30" WEST 171.60 FEET PARALLEL TO SAID WEST LINE TO THE NORTH LINE OF THE 7.00-FOOT UTILITY EASEMENT RUNNING ALONG THE NORTH LINE OF 1300 EAST STREET; THENCE SOUTHWESTERLY 13.50 FEET ALONG SAID NORTH EASEMENT LINE AND ALONG A NON-TANGENT, 209.00-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°42'01", CHORD BEARS SOUTH 39°06'56" WEST 13.50 FEET, TO A POINT THAT IS 25.00 FEET PERPENDICULARLY DISTANT FROM SAID WEST LINE; THENCE NORTH 00°04'30" EAST 182.08 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

(RECORD PLAT BEARINGS FOR LAKEVIEW TERRACE WERE ROTATED 00°13'30" CLOCKWISE TO MATCH DAVIS COUNTY BASIS)

TSI0, ., R.1 P I O 94 SOU 30, LA AND 7 JTY, D Z VTH & 99. OF LOT . SEC. 28 / TIFUL CI M UN UN LOT 29 AND IN THE NW 1 ATED DRAWN: 12/07/2017 JRC APPROVED: 12/08/2017 VRH **PROJECT:** 1033006 1033006 TOPO.dwg C20**BOUNDARY SURVEY**

60

City Council Staff Report

Subject: 300 N Reconstruction Project Author: Lloyd Cheney, Assistant City Engineer Department: Engineering Date: February 6, 2018



Background

300 North Street, from Main Street to 400 East has been identified as a priority for reconstruction for several years. Due to the poor condition of the drainage system, it was necessary to delay the reconstruction until a new storm drain system could be installed and the replacement of the culinary and irrigation mains could be completed. The storm drain was completed and the culinary water line replaced last fall. The irrigation main is scheduled to be replaced this spring by Bountiful Irrigation.

<u>Analysis</u>

A Bid Opening for the reconstruction project was held on February 6, and proposals were received from 7 companies. The lowest price proposal was submitted by Advanced Paving, who successfully completed the City's 2016 Asphalt Overlay contract which included the paving of 500 South above 400 East, and paving in the Summerwood Subdivision.

The results of the three lowest bidders are as follows:

Engineer's Estimate	\$345,840.54
Advanced Paving	\$265,430.00
Geneva Rock Products	\$305,345.00
Morgan Asphalt	\$311,524.19

As you can see from the Engineer's Estimate, prices for the work were expected to be significantly higher given the current labor crunch and market conditions for materials.

Department Review

This memo has been reviewed by the City Engineer and the Street Dept. Director.

Significant Impacts

Funding for this work has been included in the Street Department's Capital Class "C" Budget. This expense will be funded by B&C money and Transportation tax revenues.

As the project documents were being prepared for the bidding process, the Engineering Dept. was very concerned about the potential cost of the project, and consequently identified the minimum quantities of curb, gutter, sidewalk and drive approach replacement necessary. Due to the difference between the bid amount and the budgeted project cost, Engineering Department staff would like to increase the quantities of curb, gutter and sidewalk replacement by an additional \$26,500 (10% of Advanced Paving's proposal), for an amended base expenditure of \$291,930.00. This would increase the amount of curb, gutter and sidewalk to be replaced by approximately 480 feet. Engineering Dept. staff also plans to set aside an additional 5% (\$13,250) of the original proposed project total as a contingency fund for unforeseen and unanticipated conditions during construction. If needed, expenditure of the contingency funds would result in a total expenditure of \$305,180.00, which is well below the \$400,000 budgeted for the project.

Recommendation

• It is recommended that the Bid of Advanced Paving be accepted <u>at the unit prices</u> <u>noted in the Bid Tabulation in an amount not to exceed \$305,180.00.</u>

Attachments

Bid Tabulation

Bountiful City Corporation 300 North Reconstruction Project Main St to 400 E Bid Tabulation

Bid Opening

6-Feb-18 2:00 PM

				Engineer's	s Estimate	Advanced Paving		Genev	a Rock	Morgan Asphalt	
Item No.	Description	Unit	Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	15,000.00	15,000.00	4,270.00	4,270.00	17,500.00	17,500.00	27,500.00	27,500.00
2	Lower Valve	Ea	17	250.00	4,250.00	205.00	3,485.00	240.00	4,080.00	227.05	3,859.85
3	Lower Manhole	Ea	13	350.00	4,550.00	235.00	3,055.00	300.00	3,900.00	351.93	4,575.09
4	Remove Curb & Gutter	LFt	524	4.21	2,206.04	4.00	2,096.00	5.00	2,620.00	14.05	7,362.20
5	Remove Concrete Slabs	SqFt	2200	1.50	3,300.00	1.00	2,200.00	2.00	4,400.00	4.30	9,460.00
6	Construct 24" Curb and Gutter	LFt	524	24.00	12,576.00	24.00	12,576.00	32.00	16,768.00	27.69	14,509.56
7	Construct 4" Flatwork	SqFt	1050	6.75	7,087.50	6.50	6,825.00	12.00	12,600.00	7.28	7,644.00
8	Type B Drive Approach	LFt	277	45.00	12,465.00	50.00	13,850.00	26.00	7,202.00	22.72	6,293.44
9	2x2 DWS for ADA Ramps	Ea	20	320.00	6,400.00	250.00	5,000.00	878.00	17,560.00	283.81	5,676.20
10	Pulverize or Remove Existing Asphalt	SqYd	9200	5.00	46,000.00	1.65	15,180.00	1.50	13,800.00	1.20	11,040.00
11	Rough Grading	SqYd	9200	5.00	46,000.00	4.45	40,940.00	4.50	41,400.00	5.40	49,680.00
12	Finish Grading	SqYd	9200	3.00	27,600.00	1.05	9,660.00	1.50	13,800.00	2.25	20,700.00
13	4" Asphalt Pavement	Ton	<u>2118</u>	67.00	141,906.00	61.00	129,198.00	61.00	129,198.00	57.90	122,632.20
14	Road Base	Ton	500	18.00	9,000.00	17.00	8,500.00	13.50	6,750.00	19.50	9,750.00
15	Raise Valve to Finish Grade	Ea	17	75.00	1,275.00	265.00	4,505.00	359.00	6,103.00	300.84	5,114.28
16	Raise Manhole - Metal Riser	Ea	7	75.00	525.00	100.00	700.00	479.00	3,353.00	414.37	2,900.59
17	Raise Manhole - Concrete Collar	Ea	6	750.00	4,500.00	375.00	2,250.00	479.00	2,874.00	300.84	1,805.04
18	Raise Monument to Finish Grade Ea 3		3	400.00	1,200.00	380.00	1,140.00	479.00	1,437.00	340.58	1,021.74
	Total		345,840.54		265,430.00		305,345.00		311,524.19		

				Staker Paving Post		Kilg	gore	MC Green			
Item No.	Description	Unit	Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	LS	1	46,350.00	46,350.00	23,380.00	23,380.00	55,000.00	55,000.00	29,500.00	29,500.00
2	Lower Valve	Ea	17	263.00	4,471.00	145.00	2,465.00	102.65	1,745.05	298.45	5,073.65
3	Lower Manhole	Ea	13	263.00	3,419.00	145.00	1,885.00	205.00	2,665.00	461.32	5,997.16
4	Remove Curb & Gutter	LFt	524	8.55	4,480.20	7.25	3,799.00	8.20	4,296.80	11.50	6,026.00
5	Remove Concrete Slabs	SqFt	2200	1.60	3,520.00	2.25	4,950.00	1.54	3,388.00	3.21	7,062.00
6	Construct 24" Curb and Gutter	LFt	524	24.05	12,602.20	24.00	12,576.00	27.75	14,541.00	23.02	12,062.48
7	Construct 4" Flatwork	SqFt	1050	4.90	5,145.00	8.00	8,400.00	6.17	6,478.50	9.42	9,891.00
8	Type B Drive Approach	LFt	277	73.65	20,401.05	65.00	18,005.00	74.91	20,750.07	48.63	13,470.51
9	2x2 DWS for ADA Ramps	Ea	20	241.00	4,820.00	270.00	5,400.00	230.75	4,615.00	142.50	2,850.00
10	Pulverize or Remove Existing Asphalt	SqYd	9200	1.45	13,340.00	1.35	12,420.00	5.50	50,600.00	1.62	14,904.00
11	Rough Grading	SqYd	9200	4.40	40,480.00	8.75	80,500.00	2.75	25,300.00	12.00	110,400.00
12	Finish Grading	SqYd	9200	1.50	13,800.00	1.00	9,200.00	0.84	7,728.00	4.81	44,252.00
13	4" Asphalt Pavement	Ton	<u>2118</u>	55.55	117,654.90	55.00	116,490.00	56.50	119,667.00	60.68	128,520.24
14	Road Base	Ton	500	18.30	9,150.00	20.00	10,000.00	16.00	8,000.00	18.42	9,210.00
15	Raise Valve to Finish Grade	Ea	17	421.00	7,157.00	305.00	5,185.00	335.00	5,695.00	592.50	10,072.50
16	Raise Manhole - Metal Riser	Ea	7	421.00	2,947.00	800.00	5,600.00	695.00	4,865.00	684.25	4,789.75
17	Raise Manhole - Concrete Collar	Ea	6	632.00	3,792.00	305.00	1,830.00	565.00	3,390.00	611.50	3,669.00
18	18 Raise Monument to Finish Grade Ea 3		3	527.00	1,581.00	305.00	915.00	665.00	1,995.00	611.50	1,834.50
	Total				315,110.35		323,000.00		340,719.42		419,584.79

Council Staff Report

Subject:	Amended Plat Approval for Lewis Park Subdivision
	Phase 6 Amended
Address:	2905 South Lewis Park Cove
Author:	City Engineer
Department:	Engineering, Planning
Date:	February 13, 2018



Background

Mr. Rudy Larsen has purchased two adjacent lots in the Lewis Park Subdivision Phase 6 and wishes to utilize them as one single lot. He is requesting that the two lots be combined by amending the subdivision plat.

Analysis

Lot 614 is currently occupied by a single family home while lot 615 is vacant. Mr. Larsen wants to construct a pool with some retaining walls and a pool shelter on the now vacant lot 615. The two lots need to be combined to comply with the zoning ordinance requirement that accessory uses such as this pool can only be built on a lot with a primary structure (home). North Canyon Creek runs between the two properties in a thirty foot wide easement. With the creek on the property, there is a small area of FEMA regulated Special Flood Hazard Area, primarily just the creek channel. No construction will be allowed in the SFHA. A new easement has been provided on the amended plat to cover the creek and flood control access.

Department Review

The proposed preliminary and final plats have been reviewed by the Engineering Department, the Planning Department and the Planning Commission.

Recommendation

The Planning Commission sends a favorable recommendation for Preliminary and Final Approval of the Lewis Park Subdivision Phase 6 Amended with the conditions listed below.

- 1. Payment of all required fees.
- 2. Provide a current Title Report.
- 3. No building will be allowed in the mapped Special Flood Hazard Area.

Significant Impacts

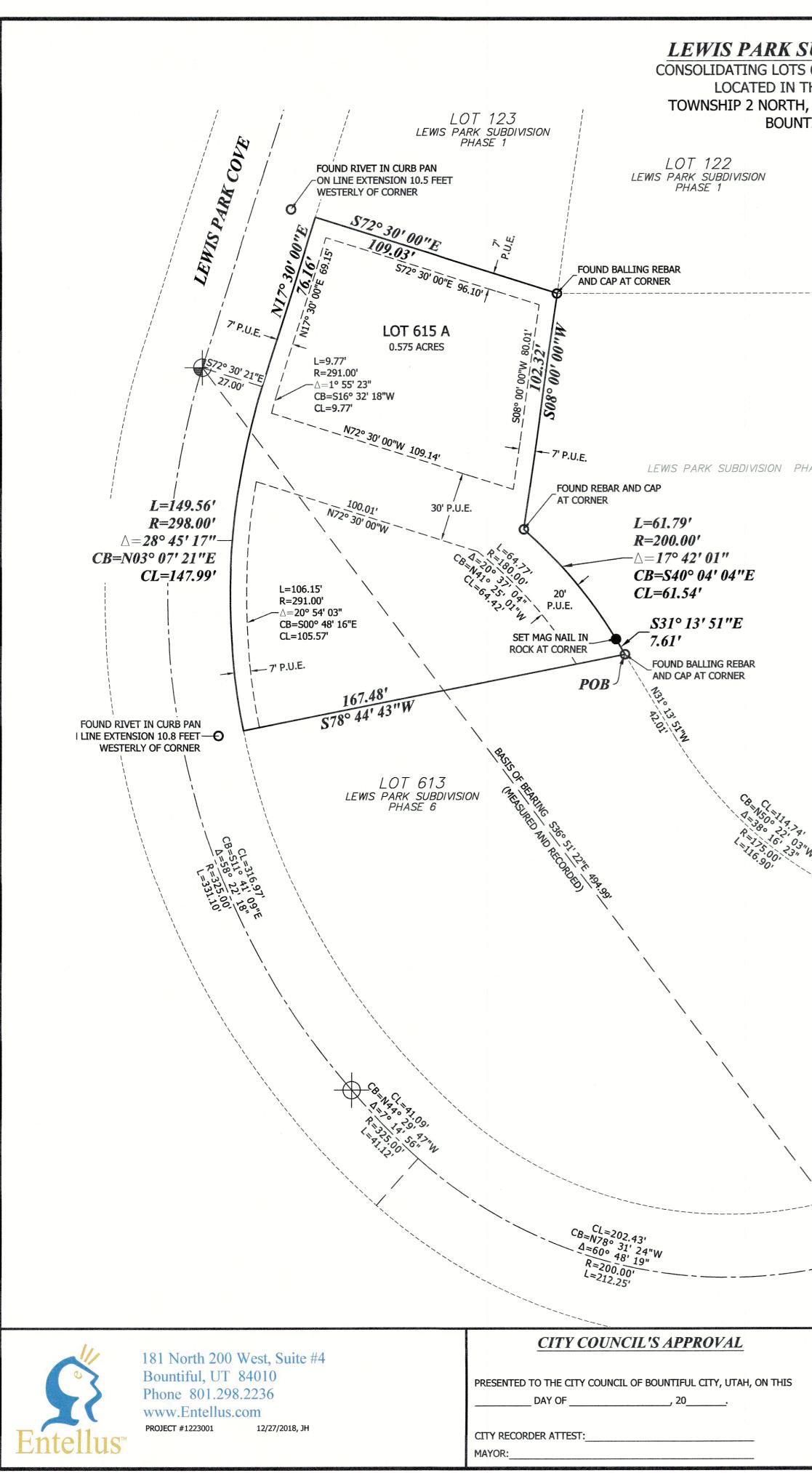
This amended plat does not have any significant impacts.

Attachments

Aerial photo showing the area to be subdivided A copy of the Lewis Park Subdivision Phase 6 Amended plat.

Aerial Photo of the proposed Lewis Park Phase 6 Amended With the SFHA shown





UBDIVISION PHASE 6 AMENDED			SURVEYOR'S CERTIFICATE
614 AND 615, LEWIS PARK SUBDIVISION, PHASE 6 HE SOUTHEAST QUARTER OF SECTION 31, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN IFUL CITY, DAVIS COUNTY, UTAH JANUARY 2018			I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS LEWIS PARK SUBDIVISION PHASE 6 AMENDED AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.
	30	0 30 60 90 SCALE: 1" = 30'	VON R. HILL, P.L.S. UT #166385 DATE
		LEGEND PROPERTY LINE	BOUNDARY DESCRIPTION LOTS 614 & 615 LEWIS PARK SUBDIVISION PHASE 6 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH
ASE 4	CURB, C SET 5/8" C	EDGE OF PAVEMENT	ALSO DESCRIBES AS, BEGINNING AT THE NORTHEAST CORNER OF LOT 613, LEWIS PARK SUBDIVISION, PHASE 6, BEING PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BOUNTIFUL CITY, DAVIS COUNTY, UTAH SAID POINT BEING SOUTH89°38'41"WEST 259.28 FEET ALONG THE SECTION LINE AND NORTH0°00'00"EAST 183.37 FEET TO A POINT ON A 575.00-FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 210.78 FEET, CHORD BEARING AND DISTANCE = NORTH59°00'10"WEST 209.59 FEET, (CENTRAL ANGLE = 21°00'09") AND NORTH69°30'14"WEST 32.43 FEET TO A POINT OF CURVATURE TO A 175.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 116.90 FEET, (CENTRAL ANGLE = 38°16'23", CHORD BEARING AND DISTANCE = NORTH50°22'03"WEST 114.74 FEET) AND NORTH31°13'51"WEST 42.01 FEET FROM THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE SOUTH78°44'43"WEST 167.48 FEET TO THE EASTERLY LINE OF LEWIS PARK COVE STREET AND A POINT ON THE ARC OF A 298.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY ALONG SAID CURVE FOR A DISTANCE OF 149.56 FEET, CHORD BEARING AND DISTANCE =
	SO. DAVIS SEWER IMP. DISTRICT: BOUNTIFUL LIGHT AND POWER: BOUNTIFUL CITY WATER: CENTURY LINK:	DATE: DATE: DATE:	NORTH03°07'21"EAST 147.99 FEET, CENTRAL ANGLE = 28°45'17"; THENCE CONTINUING ALONG SAID STREET NORTH17°30'00"EAST 76.16 FEET; THENCE SOUTH72°30'00EAST 109.03 FEET; THENCE SOUTH08°00'00"WEST 102.32 FEET TO A POINT ON A 200.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 61.79 FEET, CHORD BEARING AND DISTANCE = SOUTH40°04'04"EAST 61.54 FEET, CENTRAL ANGLE = 17°42'01"; THENCE SOUTH31°13'51'EAST 7.61 FEET TO THE POINT OF BEGINNING, CONTAINING 0.575 ACRES.
N69° 30' 14"W 32.43			OWNER'S DEDICATION KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS LEWIS PARK SUBDIVISION PHASE 6 AMENDED, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREETS AND EASEMENTS, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCE WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND SAID EASEMENTS.
$\begin{array}{c} L = 210 \\ R = 555.00' \\ CB = N59 \circ 00' \\ CL = 209.60' \\ W\end{array}$			IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF, 20
S18° 55' 33"E 17.00' MONUMENT AT CUL DE SAC	WITNESS COF SOUTHEAST C 31, T2N, R1E, 92.65'	CORNER SEC. SOUTHEAST SLB&M CORNER SEC. 31,- T2N, R1E, SLB&M	ACKNOWLEDGEMENT ON THIS DAY OF, 20, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,, 20, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED. NOTARY PUBLIC:
LEWIS PARK COVE CITY ENGINEER'S APPROVAL APPROVED BY THE BOUNTIFUL CITY ENGINEER, THIS DAY OF	PLANNING COMMISSION APPROVAL APPROVED BY THE PLANNING COMMISSION OF BOUNTIFUL CITY,	<i>CITY ATTORNEY'S APPROVAL</i> APPROVED ON THIS DAY OF, 20	
, 20 BOUNTIFUL CITY ENGINEER	THIS DAY OF, 20 PLANNING DIRECTOR	BOUNTIFUL CITY ATTORNEY	AT IN BOOK OF COUNTY RECORDER: BY: DEPUTY

Council Staff Report

Subject:	Amended Plat Approval for Quailbrook Subdivision Plat A	
	Amended	
Address:	500 No. 1300 East	T
Author:	City Engineer	E
Department:	Engineering, Planning	
Date:	February 13, 2018	



Background

The owners of the undeveloped lots in the Quailbrook Subdivision Plat A are proposing to build houses on a couple of lots in the 500 No. cul de sac, after 40 years of waiting. A desire to build homes which don't quite fit the current configuration of the lots and modifications to the subdivision caused by the construction of the 400 No. Street extension require that an amendment to the plat be made to cover all of the changes.

Analysis

The Quailbrook Subdivision, north and east of the intersection of 400 North and 1300 East, was originally subdivided and improved in 1978. Soon thereafter most of the lots were built upon with the exception of a couple of lots fronting 1300 East, and the lots surrounding the 500 North cul de sac. When 400 North St. was extended to Bountiful Blvd. in 1994, the city purchased all of Lot 1 and portions of three other lots for the construction of the new road. Lot 1 was totally eliminated and three other lots were reduced in size to accommodate the new road.

The owners of the lots are now ready to build two homes in the cul de sac, however, they don't exactly fit on the pie shaped cul de sac lots. Rather than going through a series of lot line adjustments, a single amendment to the plat resolves all the issues at one time.

As a result of the 400 North/Bountiful Blvd. construction, the previous lot 2 was reduced in size to the point it was a less than desirable lot. This amendment combines lot 2 with lot 3 to create a single lot which is bounded on three sides by 400 North, 1300 East, and 500 North. Lot 4 and lot 5 also lost ground to the road construction and were turned into double fronting lots with 400 North in their rear yard. That configuration was approved in '94 when the ground was purchased. The new Lot 104 and Lot 105 will need to be granted an exception to allow for double fronting lots.

The proposed lots all exceed the minimums required by the current R-3 Zone for frontage and total lot area. Furthermore, all of the lots still have the utilities that were installed in '78 and the road and improvements are still in fairly good shape.

Department Review

The proposed amended plat has been reviewed by the Engineering Department, Planning Department and the Planning Commission.

Recommendation

The Planning Commission sends a positive recommendation for Preliminary and Final Approval of the Quailbrook Subdivision Plat A Amended with the conditions and exception listed below. Conditions:

- 1. Payment of all required fees.
- 2. Provide a current Title Report.
- 3. No vehicular access to any of the lots from 400 North/Bountiful Blvd.

Exception:

1. Lots 103, 104 and 105 be granted the exception allowing them to continue to exist as double fronting lots.

Significant Impacts

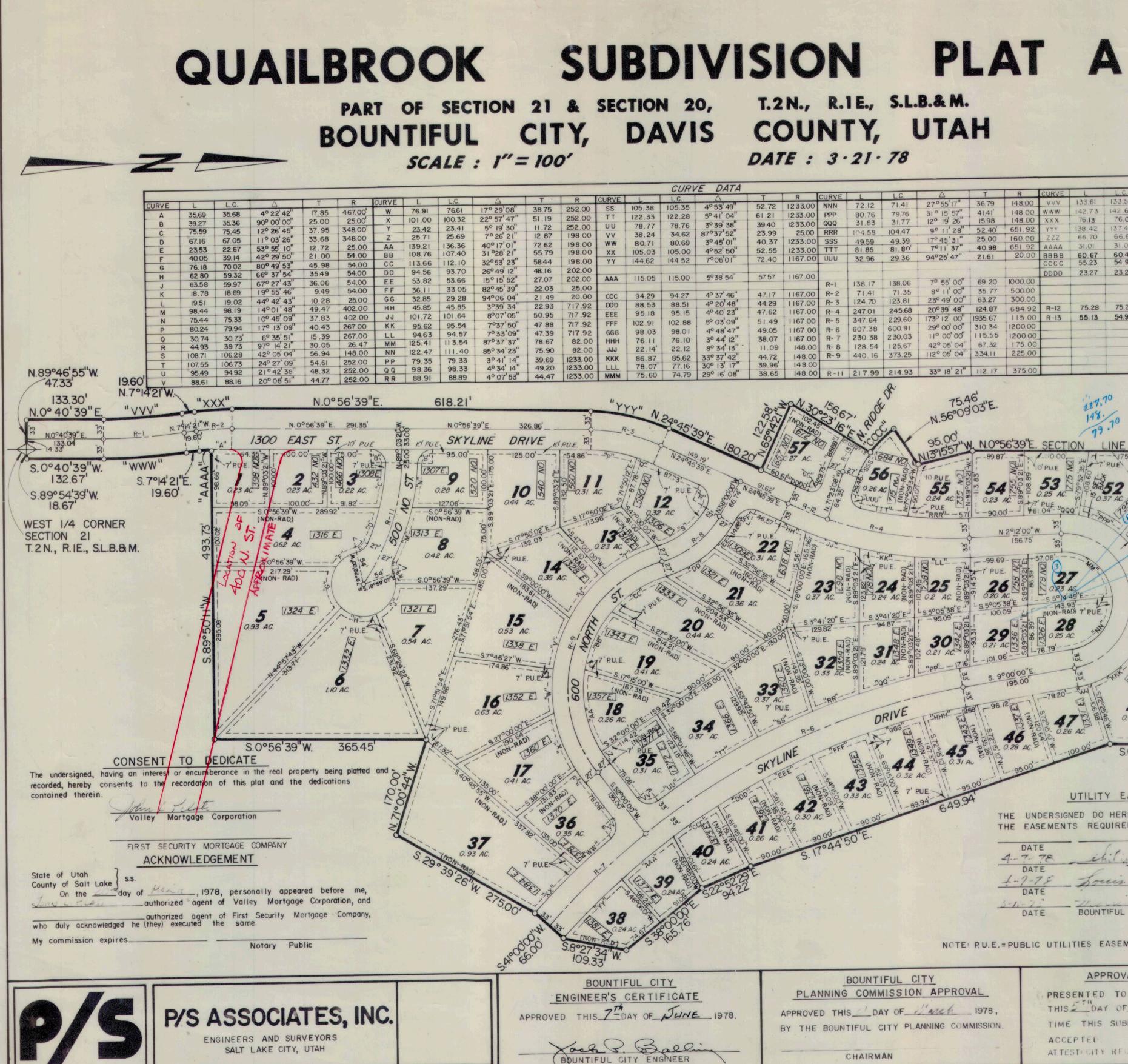
This amended plat does not have any significant impacts.

Attachments

Aerial photo showing the area to be subdivided A copy of the original 1978 Quailbrook Subdivision Plat A plat map. A copy of the Quailbrook Subdivision Plat A Amended plat.

Aerial Photo of the proposed Quailbrook Subdivision Plat A Amended





T.2 N., R.1E., S.L.B.& M. COUNTY, UTAH DATE : 3 . 21 . 78

DATA							1					-	T	R
A 1	т	R	CURVE	L	L.C.	\triangle	Т	R	CURVE	L	L.C.		0001	
53'49"	52.72	1233.00	NNN	72.12	71.41	27°55'17"	36.79	148.00	VVV	133.61	133.51	7° 55'00"	66.91	967.00
41'04"	61.21	1233.00	PPP	80.76	79.76	31 ° 15' 57"	41.41	148.00	WWW	142.73	142.62	7°55'00"	71.48	1033.00
39' 38"	39.40	1233.00	QQQ	31.83	31.77	12° 19' 26"	15.98	148.00	XXX	76.13	76.06	8° 11' 00"	38.13	533.00
37'52"	23.99	25.00	RRR	104.59	104.47	9° 11' 28"	52.40	651.92	YYY	138.42	137.43	23°49'00"	70.22	333.00
45'01"	40.37	1233.00	SSS	49.59	49.39	17° 45' 31"	25.00	160.00	ZZZ	66.70	66.64	8° 11'00"	33.41	467.00
52'50"		1233.00	TTT	81.85	81.80'	7°11' 37"	40.98	651.92	AAAA	31.01	31.01	3° 48' 18"	15.51	467.00
	52.55	1233.00		and the second	29.36	94°25'47"	21.61	20.00	BBBB	60.67	60.47	16°14'41"	30.54	214.00
06'01"	72.40	1167.00	000	32.96	29.50	54 25 11			CCCC	55.23	54.96	19° 46' 42"	27.89	160.00
				Contraction of	111111				DDDD	23.27	23.27	2°02'43"	11.64	651.92
38'54"	57.57	1167.00	0.1	138.17	138.06	7° 55' 00"	69.20	1000.00			12	and the second		
	die institutes p		R-I		71.35	8° 11' 00"	35.77	500.00		8			1.1.1	
37'46"	47.17	1167.00	R-2	71.41	and the second s	23° 49' 00"	63.27	300.00			1907 Z 3. 1			A LOUGH
20'48"	44.29	1167.00	R-3	124.70	123.81	20°39' 48"	124.87	684.92	R-12	75.28	75.24	6° 17' 51"	37.68	684.92
40'23"	47.62	1167.00	R-4	247.01	245.68		+	115.00	-	55.13	54.93	16° 53' 31"	27.77	187.00
03'09"	51.49	1167.00	R-5	347.64	229.60	173° 12' 00"	1935.67	+	R-13	55.15	54.55	10 00 01		
48'47"	49.05	1167.00	R-6	607.38	600.91	29° 00' 00"	310.34	1200.00						
44' 12"	38.07	1 167.00	R-7	230.38	230.03	110 00'00"	115.55	1200.00						
34'13"	11.09	148.00	R- 8	128.54	125.67	42° 05' 04"	67.32	175.00						1
37'42"	44.72	148.00	R-9	440.16	373.25	112° 05' 04"	334.11	225.00						+
13' 17"	39.96	148.00		Sec. Sec.	Manual Instantia			11. 12		1 mp in				+
16' 08"	38.65	148.00	-	217.99	214.93	33° 18' 21"	112.17	375.00	1		1			1

POINT OF VOVENLEI E 197 BEGINNING Date S.0°56'39"W. (D.C.S.) - 80 CREEK - N 48°26'36"E STATE OF UTAH County of Davis 72,808 50 My Commission Expires. 30 CREEK FASEMENT maintenance and operation of the streets. M.E.G. COMPANY, INC., a Utah Corporation 30' CREEK 7' PUE ATTEST : ____ EASEMENT Secretary °56'39''W. 230.00 D.U. COMPANY, INC., a Utah Corporation ATTEST: ____ UTILITY EASEMENTS Secretary THE UNDERSIGNED DO HEREBY CERTIFY THAT THE EASEMENTS REQUIRED ARE SHOWN HERE ON. STATE OF UTAH (SS DATE County of Davis DATE 1. Dy cer BOUNTIFUL SUBCONSERVANCY DISTRICT DATE NOTE: P.U.E. = PUBLIC UTILITIES EASEMENT

My commission expires:_____ NOTARY PUBLIC RESIDING IN SALT LAKE COUNTY DAVIS COUNTY RECORDER APPROVAL & ACCEPTANCE BOUNTIFUL CITY ENTRY NO.____FEE FAID ____FILED FOR RECORD AND RE-PLANNING COMMISSION APPROVAL PRESENTED TO THE BOUNTIFUL CITY COUNCIL CURDED THIS DAY OF _1978 AU AT THIS DAY OF HPRIL- A.D. 1978, AT WHICH APPROVED THIS ____ DAY OF ____ Arch__ 1978, IN BOOK____OF___FAGE TIME THIS SUBDIVISION WAS APPROVED AND BY THE BOUNTIFUL CITY PLANNING COMMISSION. ACCEPTED. MATCR. BY PEPUTY DAVE COUNTY RECORDER _ ATTEST: CHY RECORDER _ CHAIRMAN 72

I, GEORGE E. PATIENCE, do hereby certify that I am a registered Land Surveyor and that I hold certificate No. 3493 us prescribed under the laws of the State of Utah. I further certify that by authority of the owners, in accordance with acceptable Professional Standards, using available information have caused to be made, under my direction, a survey of the tract of land shown on this plat and described below, and have subdivided said tract into lots and streets, hereafter to be known as QUAILBROOK SUBDIVISION PLAT A and that the same has been correctly staked on the ground as shown on this plat.

BOUNDARY DESCRIPTION

Beginning at a point on the West Line of Section 21, which point is S.O°56'39"W. 495.00 feet from the Northwest Corner of Section 21, T.2.N., R.IE., SL.B.& M., and running thence S.89° 03'21"E., 495.00 feet; thence S0°56'39"W., 230.00 feet; thence S.17°44'50"E., 649.94 feet; thence S.22°52'29"E., 94.22 feet; thence S.38°00'00"E., 165.76 feet; thence S.8°27'34"W. 109.33 feet; thence S.41°00'00"W, 66.00 feet; thence S.29°39'26"W, 275.00 feet; thence N.71°00'44"W, 170.00 feet; thence S.0°56'39"W, 365.45 feet; thence S.89°50'11"W, 493.73 feet to a point on a 467.00 foot radius curve to the left (radius point bears N.86°33'57"E.);

thence Southerly along said curve 31.01 feet; thence S.7°14'21'E., 19.60 feet to a point of tangency with a 1033.00 foot radius curve to the right (radius point bears 5.82°45'39"W.); theree Southerly along said curve 142.73 feet; thence S.0°40'39"W, 132.67 feet to the South line of the NW 1/4 of Section 21; thence S.89°54'39 W. along said South line 18.67 feet to the West 1/4 Corner of Section 21; thence N.89°46'55'W. 47.33 feet along the South line of the NE 1/4 of Section 20, T.2.N., R.I.E., S.L.B.& M.; thence N.0°40'39'E 133.30 feet to a point of tangency to a 967.00 foot radius curve to the left (radius

point bears N.89°19'21"W.); thence Northerly along said curve 133.61 feet; thence N.7°14'21'W., 19.60 feet to a point of tangency to a 533.00 foot radius curve to the right(radius point bears N.82°45'39'E.); thence Northerly along said curve 76.13 feet; thence N.O°56'39'E., 618.21 feet to a point of tangency with a 333.00 foot radius curve to the right (radius point bears S.89°03'21"E.); thence Northerly along said curve 138.42 feet; thence N.24°45'39'E., 180.20 teet; thence N.65°14'21'W., 122.58 feet, thence N. 30° 23'16"E., 156.67 feet to a point on a 160.00 foot radius curve to the right (radius point bears N.36°22'21"E.); thence Northwesterly along said curve 55.23 feet, thence N.56°09'03"E., 75.46 feet; thence N.13°15'57"W, 95.00 feet to the West line of Section 21; thence N.O°56'39'E., along said Section line 469.87 feet to the point of beginning. Contains 27.21 Acres.

SURVEYOR'S CERTIFICATE

George E. Patience, Certificate No. 3493

NORTHWEST CORNER SECTION 21, T.2N., R.IE., S.L.B. & M. CORPORATION ACKNOWLEDGEMENT

57 LOTS

On the 1st day of 1977 personally appeared before me. Elgin B. Williams and Merrill W. Harward , who duly being sworn did say that they are Secretary and President (position) and that the foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and they acknowledged to me that said Corporation executed the same.

> lotary Public Residing in Salt Lake County OWNER'S DEDICATION

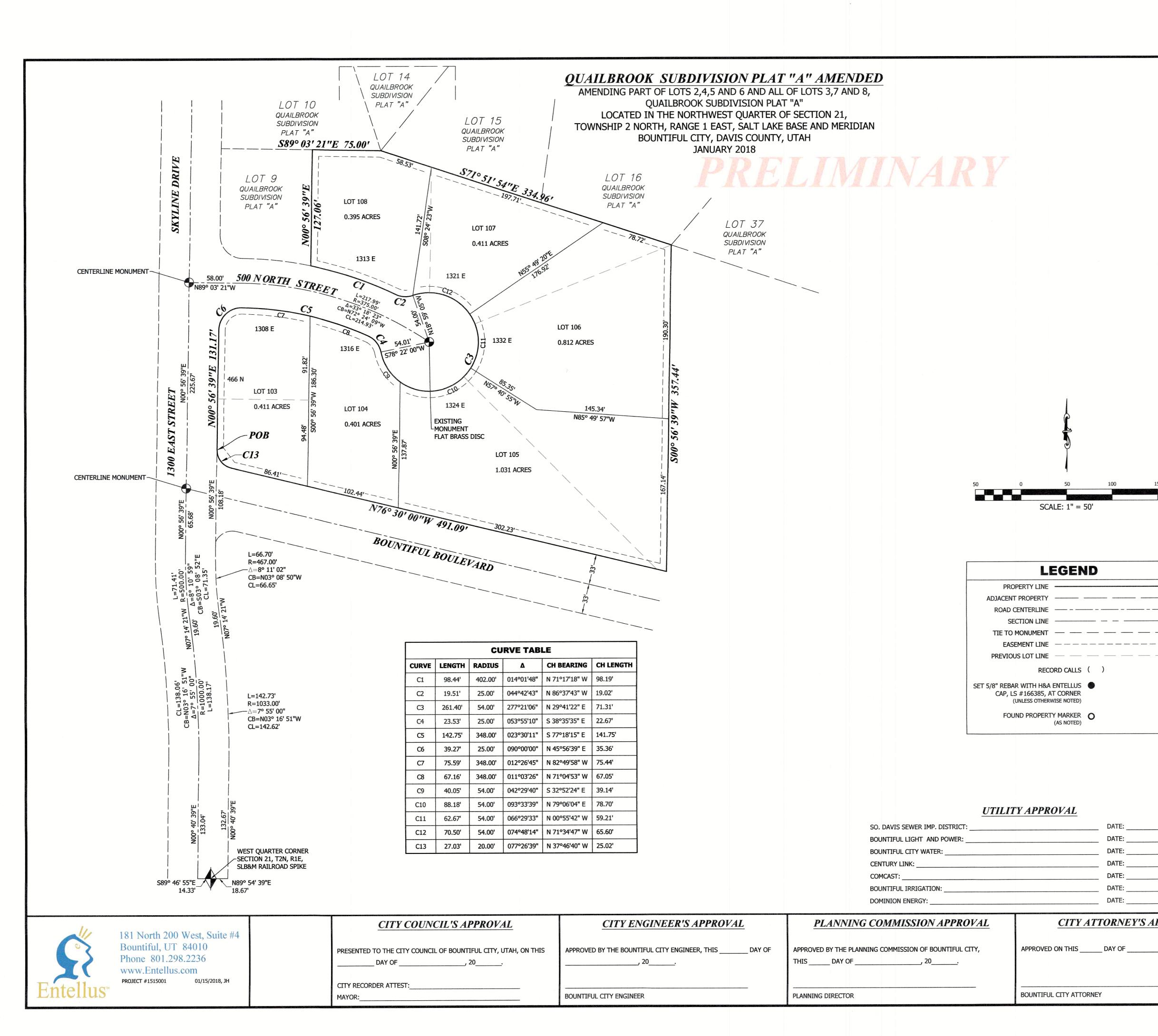
Know all men by these presents that we, the undersigned owners of the above described tract of land, having caused same to be subdivided into lots and streets, to be nereafter known as QUAILBROOK SUBDIVISION PLAT A, do hereby dedicate for perpetual use of the public all parcels of land shown on this plat as intended for public use and do warrant and defend and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's

President

President

CORPORATION ACKNOWLEDGEMENT

On the _____ day of ______ A.D., 1977, personally appeared before me, Marion Tucker and Deward Petersen, who duly being sworn did say that they are Secretary and President (position) and that the foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and they acknowledged to me that said Corporation executed the same



SURVEYOR'S CERTIFICATE
I, VON R. HILL, A PROFESSIONAL LAND SURVEYOR HOLDING CERTIFICATE NO. 166385 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, DO HEREBY CERTIFY THAT BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREAFTER TO BE KNOWN AS QUAILBROOK SUBDIVISION PLAT "A" AMENDED AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN.
VON R. HILL, P.L.S. UT #166385 DATE
BOUNDARY DESCRIPTION
PART OF LOTS 2,4,5 AND 6 AND ALL OF LOTS 3,7 AND 8, QUAILBROOK SUBDIVISION PLAT "A", PART OF SECTION 21 AND SECTION 20, TOWNSHIP 2 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, BOUNTIFUL CITY, DAVIS COUNTY, UTAH
ALSO DESCRIBES AS BEGINNING AT A POINT ON THE EAST RIGHT OF WAY OF 1300 EAST AND THE NORTH RIGHT OF WAY OF BOUNTIFUL BOULEVARD, SAID POINT BEING NORTH89°54'39"EAST 18.67 FEET TO THE EAST RIGHT OF WAY OF 1300 EAST, AND N00°40'39"E 132.67 FEET TO A 1033.00 FOOT RADIUS CURVE TO THE RIGHT AND 142.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°55'00" (CHORD BEARS NORTH03°16'51"WEST 142.62 FEET), AND NORTH07°14'21"WEST 19.60 FEET TO A 467.00 FOOT RADIUS CURVE TO THE RIGHT AND 66.70 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°11'02" (CHORD BEARS NORTH03°08'50"WEST 66.65 FEET), AND NORTH00°56'39"EAST 108.18 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH AND RUNNING THENCE NORTH00°56'39"EAST 131.17 FEET TO A 25.00 FOOT RADIUS CURVE TO THE RIGHT THENCE 39.27 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARS NORTH45°56'39"EAST 35.36 FEET) TO THE SOUTH LINE OF 500 NORTH STREET TO A POINT OF CURVATURE CHANGE TO A 348.00 FOOT RADIUS CURVE TO THE RIGHT THENCE 142.75 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°0'11" (CHORD BEARS SOUTH77°18'15"EAST 141.75 FEET) TO A POINT OF CURVATURE TO A 25 FOOT RADIUS CURVE TO THE RIGHT THENCE 23.53 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°55'10" (CHORD BEARS NORTH49°41'22"EAST 71.31 FEET TALONG SAID CURVE TO A 54 FOOT RADIUS CURVE TO THE LEFT THENCE 21.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 277°21'06" (CHORD BEARS NORTH49°41'22"EAST 71.31 FEET 10.00 FAULS CURVE TO A 54 FOOT RADIUS CURVE TO THE LEFT THENCE 23.140 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25 FOOT RADIUS CURVE TO THE RIGHT THENCE 19.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 277°21'06" (CHORD BEARS NORTH49°41'22"EAST 71.31 FEET) TO A POINT OF REVERSE CURVE TO A 25 FOOT RADIUS CURVE TO THE RIGHT THENCE 19.51 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF S00 NORTH STREET AND A POINT OF REVERSE CURVE TO A 402.00 FOOT RADIUS CURVE TO THE LEFT THENCE 50UTH69'03'21"E
OWNER'S DEDICATION KNOWN ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED SAME TO BE SUBDIVIDED INTO PRIVATE LOTS, HEREAFTER TO BE KNOWN AS QUAILBROOK SUBDIVISION PLAT "A" AMENDED, DO HEREBY DEDICATE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, INCLUDING STREETS AND EASEMENTS, AND DO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENT OR OTHER ENCUMBRANCE WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS AND SAID EASEMENTS. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS DAY OF 20
ACKNOWLEDGEMENT ON THISDAY OF, 20, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
ON THIS DAY OF, 20, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, XXXXXXXXXXXXXXXXX, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED. NOTARY PUBLIC:
ON THISDAY OF, 20, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, XXXXXXXXXXXXXXXXXXX, WHO DULY ACKNOWLEDGED TO ME THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE PURPOSE THEREIN MENTIONED. NOTARY PUBLIC: RESIDENCE: MY COMMISSION EXPIRES: DAVIS COUNTY RECORDER ENTRY NOFEE PAID
ON THISDAY OF, 20, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
ON THISDAY OF, 20, THERE APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

City Council Staff Report



Subject: Stakeholder and Supplemental TIGER Grant Agreements between Bountiful City and the Utah Transit Authority Author: Clinton Drake Department: Legal Date: February 13, 2018

Background

In 2017, the U.S. Department of Transportation (DOT) announced the opportunity for state and local entities to apply for discretionary grant funding through the Transportation Investment Generating Economic Recovery (TIGER) program. The purpose of the TIGER grant program is to assist in rebuilding state and local infrastructure within communities. Bountiful City, in cooperation with UTA and approximately 30 other public entities applied for and received a grant award of \$20 million for various infrastructure improvements to be installed in participating communities. The grant requires the \$20 million to be divided among the applying entities and administered through UTA. The infrastructure improvements provided by the grant for Bountiful City will be the installation of 50 Americans with Disabilities Act (ADA) ramps at various intersections throughout the City. In order to receive grant funds, an entity must provide local matching funds. Bountiful City's portion of the grant funds to be received and local matching funds are as follows:

TIGER grant participation:	\$204,746
Bountiful City participation:	\$51,186
Total:	\$255,932

In order for the grant projects to begin, the City Council must approve the Stakeholder and Supplement to the Stakeholder agreements. The Stakeholder Agreement controls the administration of the grant and addresses matters such as agreement term, payment and amendments to the agreement. The Supplemental Agreement(s) address matters such as project details, scope of work and modifications to projects.

<u>Analysis</u>

Approval of the agreements will commit Bountiful City to pay the \$51,186 participation amount to UTA but will provide \$\$204,746 in additional funding for sidewalk improvements to the City. No additional funding will be necessary for the \$51,186 as it can

be paid for using the City's existing sidewalk repair and replace funds. Improving 50 intersections within the City by installing ADA ramps will benefit the City by making our intersections safer and more pedestrian friendly.

Department Review

This Staff Report was prepared by the City Attorney and reviewed by the City Manager.

Significant Impacts

There are no significant impacts.

Recommendation

It is recommended that the City Council approve Stakeholder and Supplemental TIGER Grant Agreements.

Attachments

Stakeholder Agreement Supplement to Stakeholder Agreement List of locations to receive ADA ramps

STAKEHOLDER AGREEMENT BOUNTIFUL CITY

TIGER GRANT

TIGER 2016	UTA CONTRACT NO.	STAKEHOLDER CONTRACT NO.
GRANT NO.		
SUMMARY OF CITY PROJECTS:		PROJECT VALUE OF CITY PROJECTS
BOU_ADA_1: ADA RAMPS		\$255,932
		CITY REPRESENTATIVE:
		PAUL ROWLAND

This Stakeholder Agreement ("Agreement") is entered into this ____ day of _____ 2018 by and between the Utah Transit Authority, a public transit district ("UTA") and Bountiful City ("City").

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council ("WFRC") and Mountainland Association of Governments ("MAG") are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation ("UDOT") and approximately 30 other public entities (collectively the "Stakeholders"), submitted a grant application (the "Grant Application") to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery ("TIGER") discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the "TIGER Grant") in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the "TIGER Projects") that improve transportation connections to UTA's commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the "City Projects") referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.
- 2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

- 3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.
- 4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Braceras for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

- 5. WORK SCOPE. A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
- 6. PAYMENT/ACCOUNTING. The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. APPROVALS; FEES. Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.

- 8. TIGER PROJECTS CONTRACTOR; SELECTION. City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
- 9. FEDERAL REQUIREMENTS. Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
- 10. UTILITIES; RIGHT-OF-WAY. City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
- 11. COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS. No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
- 12. COORDINATION. City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

- 13. TIGER FUNDING A CONDITION PRECEDENT. The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
- 14. AMENDMENTS. Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
- 15. COMPLETION/CONTINUING CONTROL. UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as "grantee" under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City's acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA's investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit "D", throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
- 16. RECORDS. The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

IN WITNESS WHEREOF, UTA and City have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By			
Title			
Date:			

By	
Title	
Date:	

Approved as to Form:

UTA Legal Counsel

BOUNTIFUL CITY

By			
Title			
Date:			

By			
Title			
Date:			

EXHIBIT "A"

TIGER Projects City Projects/Financial Commitments

EXHIBIT "B"

Form of Supplement to Stakeholder Agreement

SUPPLEMENT NO. __ TO STAKEHOLDER AGREEMENT CITY

TIGER GRANT

TIGER 2016	UTA CONTRACT NO.	STAKEHOLDER CONTRACT NO.
GRANT NO.		
SUMMARY OF CITY PROJECTS INCLU	JDED IN THIS SUPPLEMENT:	VALUE OF CITY PROJECTS
		\$
		CITY REPRESENTATIVE:

THIS SUPPLEMENT NO. __ TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this ____ day of _____, 201_, by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA"), and _____ ("City").

The parties hereto entered in to a Stakeholder Agreement dated ______, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location: (Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work: (Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	\$
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	\$
ESTIMATED AMOUNT OF CITY PARTICIPATION:	\$
ADDITIONAL FUNDING SOURCES:	\$

[Add additional Paragraphs and details, as required]

3. Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By			
Title	 	 	
Date:			

By	
Title	
Date:	

Approved as to Form:

UTA Legal Counsel

_____CITY

By	 	
Title	 	
Date:		

By			
Title			
Date:			

EXHIBIT "C"

Form of Modification Supplement

MODIFICATION SUPPLEMENT TO STAKEHOLDER AGREEMENT

This Modification Supplement to Stakeholder Agreement ("Modification") is made and entered into this _____ day of _____ 2018 by and between Utah Transit Authority, a public transit district ("UTA"), and _____ City , a political subdivision of the laws of the State of Utah (the "City"). UTA and the City are hereinafter collectively referred to as the "parties" and either may be referred to individually as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated ______, (the "Agreement") regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the "Modifications");

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. <u>Modifications</u>. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. ____ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. ______ Modifications. Contractor and/or UTA have determined that the City ______

2. <u>Costs of Modifications</u>. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY	(CITY)
By: Title:	By: Title:
By: Title:	ATTESTED AND COUNTERSIGNED By:
Reviewed and Approved as to Form	<u></u>
UTA Engineering	

UTA Legal

EXHIBIT "D"

Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority Asset Management Group 669 West 200 South Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT BOUNTIFUL CITY

TIGER GRANT

TIGER 2016	UTA CONTRACT NO.	STAKEHOLDER CONTRACT NO.
GRANT NO.		
SUMMARY OF CITY PROJECTS INCLU	VALUE OF CITY PROJECTS	
BOU_ADA_1: ADA RAMPS		\$ 255,932
		CITY REPRESENTATIVE:
		PAUL ROWLAND

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this _____ day of ______, 201_, by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA"), and Bountiful City ("City").

The parties hereto entered in to a Stakeholder Agreement dated ______, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location: (Plans/Plan Sheets Attached)

Anticipated duration of work:

2018 TIGER Projects will begin once the funding partners deposit their City participation funds on or before March 1, 2018. UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds.

Estimated Total Cost of Work: (Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	\$ 255,932
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	\$ 204,746
ESTIMATED AMOUNT OF CITY PARTICIPATION:	\$ 51,186
ADDITIONAL FUNDING SOURCES:	\$ N/A

[Add additional Paragraphs and details, as required]

3. Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By		 	
Title			
Date:			

By	
Title	
Date:	

Approved as to Form:

UTA Legal Counsel

BOUNTIFUL CITY

By	
Title	
Date:	

By			
Title			
Date:			

MUNICIPALITY	LOCATION / ADDRESS
Bountiful	100 E 100 South (NE)
Bountiful	100 E 100 South (SE)
Bountiful	100 E 1200 South (NE)
Bountiful	100 E 1200 South (NW)
Bountiful	100 E 1300 South (NW)
Bountiful	100 E 1300 South (SW)
Bountiful	100 E 1400 South (NE)
Bountiful	100 E 1400 South (NW)
Bountiful	100 E 300 South (SE)
Bountiful	100 E 300 South (SW)
Bountiful	100 E 400 South (SE)
Bountiful	100 E 400 South (SW)
Bountiful	100 W 200 South (SW)
Bountiful	100 W 300 South (SE)
Bountiful	100 W 400 South (SW)
Bountiful	100 W Center (SW)
Bountiful	200 E 300 South (NE)
Bountiful	200 E 300 South (NW)
Bountiful	200 E 300 South (SW)
Bountiful	300 W 150 South (NW)
Bountiful	300 W 650 South (SE)
Bountiful	300 W 650 South (SW)
Bountiful	300 W @ 350 West (SE)
Bountiful	300 W @ 350 West (SW)
Bountiful	350 W 2350 South (east)
Bountiful	350 W 2350 South (west)
Bountiful	350 W 400 West (SE)
Bountiful	350 W 400 West (SW)
Bountiful	350 W 325 South (SW)
Bountiful	400 W 1250 S (NW)
Bountiful	400 W 1250 S (SW)
Bountiful	400 W 2400 South (east)
Bountiful	400 W 2400 South (west)
Bountiful	425 W 1250 South (NE)
Bountiful	425 W 1250 South (NW)
Bountiful	425 W 1250 South (SE)
Bountiful	425 W 1250 South (SW)
Bountiful	425 W 325 South (NE)
Bountiful	425 W 325 South (NW)
Bountiful	425 W 325 South (SE)
Bountiful	425 W 325 South (SW)
Bountiful	50 W 1600 South (NE)
Bountiful	50 W 1600 South (SE)
Bountiful	50 W 1700 South (NE)
Bountiful	50 W 1700 south (SE)
Bountiful	75 E 1600 South (NE)
Bountiful	75 E 1700 South (NE)

MUNICIPALITY	LOCATION / ADDRESS
Bountiful	75 E 1700 South (NW)
Bountiful	75 E 1700 South (SE)
Bountiful	75 E 1700 South (SW)

Project_ID	Project Description	Project Type	MUNICIPALITY	Project Status	Program	Contingency	Construction	Design	Construction	\$ for Funding	Funding Source	\$ for	Funding	\$ for	Funding	Matching	Tiger Funding	Year Funds Available
				Cost	Management		Enginnering + Project		Engineering	Source #1	#1	Funding	Source #2	Funding	Source #3	Funds	(\$)	
							Management Costs					Source #2		Source #3		Available(\$)		
BOU_ADA	_1 ADA Ramps (x 50)	ADA	Bountiful	\$255,932	\$21,132	\$17,413	\$40,286	\$24,102	\$19,154	\$51,186	City - Local					\$51,186	\$204,746	2018
				\$255,932	\$21,132	\$17,413	\$40,286	\$24,102	\$19,154	\$51,186		\$0				\$51,186	\$204,746	