

**BOUNTIFUL CITY COUNCIL MEETING**  
**TUESDAY, June 28, 2016**  
**Work Session 6:00 p.m.**  
**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 both the Work Session and Regular Meeting. Deliberations will occur in both 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**

**Work Session 6:00 p.m.**

1. Davis County Commissioners
  - a. Discussion with Bountiful City Council
  - b. Public Q & A

**Regular Meeting 7:00 p.m.**

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Approve minutes of previous meetings – June 14 & 21, 2016 p. 3
3. Council Reports
4. Consider approval of weekly expenditures > \$1,000 paid May 30, June 6 & 13, 2016 p. 11
5. Davis County Commissioners – public comment
6. Consider approval of the Advanced Paving bid for the 2016 Asphalt Overlay Contract – Mr. Lloyd Cheney p. 15
7. Consider approval of Resolution 2016-07 amending the overtime policy contained in the Personnel Policies and Procedures Manual of the City of Bountiful - Mr. Clint Drake p. 19
8. Consider approval of Resolution 2016-08 approving a franchise agreement with Comcast– Mr. Clint Drake p. 23
9. Consider granting final acceptance of the Villas at Stone Creek Subdivision and approve release of the bond – Mr. Paul Rowland p. 43
10. Consider approval of a contract with the lowest responsible responsive bidder for the Creekside Park construction project – Mr. Paul Rowland p. 45
11. Adjourn

  
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City Recorder



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Minutes of the  
BOUNTIFUL CITY COUNCIL

June 14, 2016 – 6:00 p.m.

Present: Mayor Randy Lewis  
Councilmembers Kendalyn Harris, Richard Higginson, John Marc Knight,  
John Pitt  
City Manager Gary Hill  
Asst. City Manager Galen Rasmussen  
Asst. City Engineer Lloyd Cheney  
City Attorney Clinton Drake  
City Engineer Paul Rowland  
City Planner Chad Wilkinson

Department Directors/Staff:

Police Chief Tom Ross  
Asst. Police Chief Ed Biehler  
Police Department Lieutenant Dave Edwards  
Streets/Sanitation Director Gary Blowers  
Asst. Streets Director Charles Benson  
Recording Secretary Nikki Dandurand

Excused: Councilmember Beth Holbrook

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

**Work Session – 6:00 p.m.**  
**Planning Commission Room**

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Mayor Lewis called the meeting to order at 6:04 p.m. He turned the time over to Mr. Gary Hill for a few comments. After Mr. Hill concluded his remarks, Mr. Gary Blowers presented to the Council and staff an overview of the City road maintenance and replacement issues. Mr. Blowers provided pictures and examples of road damage, maintenance and concerns within the City. Mr. Blowers stated that every five years, a survey is taken by several staff members who drive the streets in Bountiful (close to 160 miles total) and rate them on a scale of one to ten, ten being the best. Mr. Blowers stated that moisture/water are the worst cause of the deterioration and destruction of roads, with the sun and heat next. These elements cause cracking, strip the oils, erosion of the asphalt/pavement and multiple other problems. Staff noted several factors that contribute to road damage or deterioration including bore/drill sites in that become issues several years later. A Utility Coordinator meeting is held with other City departments as well local utility companies to coordinate and plan street maintenance and construction. Mayor Lewis asked if the newly passed Prop.1 bill will help with these issues. Mr. Blowers responded that yes, the funds provided will be a great help. Some projects have been reassigned/altered with that in mind. The Council and staff finished discussing future projects, ongoing maintenance issues and staffing.

1 **Regular Meeting – 7:05 p.m.**  
2 **City Council Chambers**  
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4 Mayor Lewis called the meeting to order at 7:05 p.m. and welcomed those in attendance.  
5 Mayor Lewis then asked for a moment of silence for the victims and tragedy in Florida over the  
6 weekend. Isaac Jensen, Troop 593, then led the Pledge of Allegiance; President Mike Mayfield,  
7 Bountiful Central Stake, gave a prayer.  
8

9 **APPROVAL OF MINUTES**

10 Mayor Lewis presented the minutes of the regular City Council meeting held on May 24,  
11 2016. Councilman Higginson made a motion to approve the presented minutes and Councilman Pitt  
12 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt  
13 voting “aye”.  
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15 **COUNCIL REPORTS**

16 Councilman Higginson reminded everyone of the car show this weekend and that the  
17 Bountiful Museum had its groundbreaking ceremony. Councilman Knight mentioned the Tour of  
18 Utah on August 5<sup>th</sup>. Councilman Pitt stated the Farmers Market will officially start this Thursday and  
19 will run every week for the summer. Councilwoman Harris reported that on Memorial Day, a  
20 fundraiser kickoff was announced to buy a statue for the infant section in the City cemetery. She also  
21 introduced Lydia Shaw, from the Youth Council. Ms. Shaw reported that a new Council was sworn  
22 in and new leadership was elected, the end of year bash was a lot of fun and they are helping with the  
23 car show this weekend and the upcoming Tour of Utah in August. Mayor Lewis asked Mr. Chris  
24 Simonsen, from the car show, to say a few words about the event.  
25

26 **CONSIDER APPROVAL OF WEEKLY EXPENDITURES > \$1,000 PAID MAY 16 & 23, 2016**  
27 **AND THE MONTHLY FINANCIAL REPORT FOR APRIL 2016**

28 Mayor Lewis presented the weekly expenditure summaries paid on May 16, 2016, for  
29 \$440,165.01 and May 23, 2016, for \$437,582.77 and the monthly financial report for April 2016.  
30 Councilman Higginson moved to approve the expenditures as presented, and Councilman Knight  
31 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt  
32 voting “aye”.  
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34 **DEANNE HENDERSON RETIREMENT – CHIEF TOM ROSS**

35 Chief Ross, Asst. Chief Biehler and Lt. Edwards presented Deanne Henderson a plaque to  
36 celebrate her retirement and made a few comments to the Council about her great service in the police  
37 department and the City. Mayor Lewis also presented Deanne with a retirement gift on behalf of the  
38 City.  
39

40 **PUBLIC HEARING – FY BUDGET 2016-2017 – MR. GALEN RASMUSSEN**

41 Mr. Rasmussen presented the Budget for FY 2016-2017 including adoption of Resolution  
42 2016-04 and Ordinance 2016-07. Mr. Rasmussen reviewed the budget process, key points and  
43 individual department’s budgets. New funds from Prop. 1, a \$1/unit increase in the storm water user  
44 fees, the regular annual power transfer and the RAP tax were some of the items discussed in the  
45 budget report. Mayor Lewis opened the public hearing.  
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2 *PUBLIC HEARING- OPEN : 7:45 p.m.*  
3 *No public comments were made.*  
4 *CLOSED: 7:46 p.m.*  
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6 Councilman Higginson moved to approve Resolution 2016-04 and Councilman Pitt seconded  
7 the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting  
8 “aye”. Councilman Higginson moved to approve Ordinance 2016-07, and Councilman Knight  
9 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt  
10 voting “aye”.

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12 **CONSIDER APPROVAL OF 2016 SLURRY SEAL CONTRACT WITH M&M ASPHALT**  
13 **SERVICES – MR. LLOYD CHENEY**

14 Mr. Cheney stated the bid opening for the proposed FY 2016-2017 program was held on  
15 June 7 and proposals were received from four companies. The lowest price proposal was  
16 submitted by M&M Asphalt Services, who has been the contractor for the most recent pilot  
17 projects. The fourth bid has not been included in the discussion because it was submitted for an  
18 alternate surface treatment product which would normally be procured under a separate  
19 process. It is recommended that the bid from M&M Asphalt Services be approved at the unit  
20 price of \$1.055 per square yard. Mr. Cheney also mentioned to the low bidder that this contract  
21 can extend for an additional two years. Councilwoman Harris appreciated the bids that were  
22 received and moved to approve the contract and Councilman Higginson seconded the motion. Voting  
23 was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting “aye”.

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25 **CONSIDER PRELIMINARY AND FINAL SITE PLAN APPROVAL FOR AN ENCLOSED**  
26 **STORAGE ADDITION AT RB AUTOMOTIVE MACHINE SHOP, 1193 S. 425 W., JAY**  
27 **MIRCI WITH JKM CONSTRUCTION INC. REPRESENTING RODGER BRAISER,**  
28 **APPLICANT – MR. CHAD WILKINSON**

29 Mr. Wilkinson stated the original landscape plan approved in 1990 required street trees along  
30 425 West and a five foot wide landscape area along the east property line. The proposed plan shows  
31 this ten foot wide area along with screening trees. The Land Use Ordinance requires three parking  
32 spaces per stall service bay or work station for auto repair uses. The Planning Commission reviewed  
33 the application on June 7, 2016, and forwards a recommendation of approval to the City Council for  
34 the preliminary and final site plan subject to the following conditions:

- 35 1. Complete any and all redline corrections, including modifications.
- 36 2. Obtain required building permits for the proposed addition.
- 37 3. Install the 10-foot wide landscaping area along the east property line as shown in the  
38 submitted plan and restore landscaping as originally approved in other areas on the  
39 property. Specifically, the following landscaping shall be reestablished on the property:
  - 40 a. Street trees required in the original approval shall be replanted along 425 West.
  - 41 b. Landscaping along the north and south property lines consisting of low lying  
42 shrubs shall be reestablished
- 43 4. The three required off street parking spaces shall be used for customer and employee  
44 parking and shall not be used for storage of vehicles under repair.

1 Councilman Pitt moved to approve the preliminary and final site plan and Councilman  
2 Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,  
3 Knight and Pitt voting “aye”.

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5 **PUBLIC HEARING – CONSIDER APPROVAL OF A ZONE MAP AMENDMENT FROM**  
6 **MULTI-FAMILY (RM-13) TO SINGLE FAMILY (R-4) FOR THE PROPERTY LOCATED**  
7 **AT 1290 N. MAIN ST, KATHRYN GOODFELLOW, APPLICANT – MR. CHAD**  
8 **WILKINSON**

9 Mr. Wilkinson stated the applicant has expressed a desire to separate the existing single  
10 family home on the property from the remainder of the property by subdivision. Because the  
11 minimum lot size for RM-13 is one acre, the applicant is proposing to amend the zoning map from  
12 RM-13 to R-4 which allows for minimum lot sizes of 8,000 square feet. This will allow for the  
13 division of the residence from the larger property without the need for a one acre minimum lot size.  
14 The Planning Commission has recommended approval of the proposed zoning map amendment.

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16 *PUBLIC HEARING: OPEN – 7:55 p.m.*  
17 *No public comments were made.*  
18 *CLOSED – 7:55 p.m.*  
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20 Councilman Higginson moved to approve Ordinance 2016-08 and Councilwoman Harris  
21 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt  
22 voting “aye”.

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24 **CONSIDER PRELIMINARY AND FINAL SUBDIVISION APPROVAL FOR**  
25 **GOODFELLOW SUBDIVISION, 1290 N. MAIN ST. – KATHRYN GOODFELLOW,**  
26 **APPLICANT – MR. CHAD WILKINSON**

27 Mr. Wilkinson stated Ms. Kathryn Goodfellow is requesting preliminary and final approval  
28 for a one lot subdivision, separating a single parcel with an existing home fronting onto Main Street,  
29 from the five-plus acre orchard at 1290 N. Main Street. Councilman Higginson made a motion to  
30 approve the subdivision and Councilman Knight seconded the motion. Voting was unanimous with  
31 Councilpersons Harris, Higginson, Knight and Pitt voting “aye”.

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33 **CONSIDER FINAL SITE PLAN AND SUBDIVISION APPROVAL FOR PAGES HOLLOW**  
34 **TOWNHOMES, 320 W. PAGES LANE, TAYLOR SPENDLOVE REPRESENTING**  
35 **BRIGHTON HOMES, APPLICANT – MR. PAUL ROWLAND**

36 Mr. Rowland stated that Brighton Homes has completed the PUD site plans, construction  
37 drawings and the plat map for this development and is now requesting final approval for the 14 unit  
38 Pages Hollow PUD. This PUD was granted preliminary approval by the Council on April 12, 2016.  
39 With the conditions listed below, the proposed development meets the requirements of the  
40 Bountiful City Land Use Ordinance and design standards and the Planning Commission sends a  
41 positive recommendation for final approval.

- 42 1. Post a bond to cover the costs of construction of required site improvements.
- 43 2. Make all necessary red line corrections to the drawings.
- 44 3. Payment of all required fees.
- 45 4. Provide a current Title Report

1 Councilman Knight made a motion to approve the final site plan and subdivision approval and  
2 Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons Harris,  
3 Higginson, Knight and Pitt voting “aye”.

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5 **APPOINTMENT OF ADMINISTRATIVE LAW JUDGE – MR. CLINTON DRAKE**

6 Mr. Drake stated that two years ago the Council approved an amendment to the Bountiful  
7 City Municipal Code that empowered an Administrative Law Judge to hear certain appeals from the  
8 Bountiful City Municipal Code. At that time Council appointed Attorney Glenn Bronson to serve as  
9 the Bountiful City Administrative Law Judge. The Municipal Code states that the Bountiful City  
10 Administrative Law Judge shall serve for a period of two years. Mr. Bronson’s two year period of  
11 service as the Bountiful City Administrative Law Judge will expire this month. The Council may  
12 reappoint Mr. Bronson or appoint a new Administrative Law Judge. City Staff has reviewed Mr.  
13 Bronson’s performance over the past two years and has found his performance to be satisfactory.  
14 Councilman Pitt made a motion to approve Resolution 2016-05 and Councilwoman Harris seconded  
15 the motion. Voting was unanimous with Councilpersons Harris, Higginson, Knight and Pitt voting  
16 “aye”.

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18 Councilman Higginson commented on some items concerning the downtown plaza and city  
19 hall project. Councilman Higginson then motioned to adjourn the regular City Council meeting to an  
20 RDA meeting and Councilwoman Harris seconded the motion. Voting was unanimous with  
21 Councilpersons Harris, Higginson, Knight and Pitt voting “aye”. The regular City Council meeting  
22 was adjourned at 8:12 p.m.  
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*Mayor*

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*City Recorder*

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Minutes of the  
BOUNTIFUL CITY COUNCIL

June 21, 2016 – 5:00 p.m.

Present: Mayor Pro Tem Beth Holbrook  
Councilmembers Kendalyn Harris, Richard Higginson, John Pitt  
City Manager Gary Hill  
Asst. City Manager Galen Rasmussen  
City Attorney Clinton Drake

Department Directors/Staff:  
Recording Secretary Darlene Baetz

Excused: Mayor Randy Lewis  
Councilman John Marc Knight

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

**No Work Session**

**. Regular Meeting – 5:00 p.m.**  
**City Council Chambers**

Mayor Pro Tem Holbrook called the meeting to order at 5:00 p.m. and welcomed those in attendance. Councilman Higginson gave a thought.

**CONSIDER APPROVAL OF RESOLUTION 2016-06 RE-ADOPTING THE CERTIFIED TAX RATE FOR 2016 CALENDAR YEAR TAXES – MR. GALEN RASMUSSEN**

Councilman Higginson made a motion to approve the certified rate, and Councilman Pitt seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.

**CONSIDER APPROVAL OF ORDINANCE 2016-09 AMENDING THE FISCAL YEAR 2016-2017 BUDGET DUE TO THE CHANGE IN THE 2016 CERTIFIED TAX RATE – MR. GALEN RASMUSSEN**

Councilman Higginson made a motion to approve the amended budget, and Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook and Pitt voting “aye”.

Councilman Higginson made a motion to adjourn this special session of City Council, and Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Pitt voting “aye”. This session was adjourned at 5:03 p.m.

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*Mayor Pro Tem*

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*City Recorder*



# City Council Staff Report

**Subject:** Expenditures for Invoices > \$1,000.00 paid  
May 30, 2016 and June 6 & 13, 2016

**Author:** Tyson Beck, Finance Director

**Department:** Finance

**Date:** June 20, 2016



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## **Background**

This report is prepared following the weekly accounts payable run. It includes payments for all expense invoices equaling or exceeding \$1,000.00. Payments affecting only revenue or balance sheet accounts are not included. Such payments include those to acquire additions to inventories, the remittance of payroll withholdings and taxes, and performance bond refunds. Expenses for salaries and wages and utility deposit and credit balance refunds are not included.

## **Analysis**

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

## **Department Review**

This report was prepared and reviewed by the Finance Department.

## **Significant Impacts**

None

## **Recommendation**

Council should review and approve the attached expenditures.

## **Attachments**

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000.00 paid May 30, 2016 and June 6 & 13, 2016.

**Expenditure Report for Invoices >\$1,000.00  
Paid May 30, 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
7666	AMERICAN CHILLER MECHANICAL SERV	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,220.20	189969	5904	STARTUP CHILLER
7666	AMERICAN CHILLER MECHANICAL SERV	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,545.62	189969	5903	CHILLER OIL ANALYSIS/FILTER
1165	ANTIGUA GROUP, INC	Golf Course	55.5500.448220.	Pro Shop Misc Supplies	1,108.33	189971	AIN-0002204	STAFF SHIRTS
7669	CENTERPOINTE THEATRE	Legislative	10.4110.461000.	Miscellaneous Expense	2,000.00	189978	G16-134	TABLE SPONSORSHIP
2086	ENVIRONMENTAL RESPONSE	Light & Power	53.5300.448616.	Plant Storage Tank Fees	1,120.00	189988	43468	ANNUAL FEES
7671	H.K. JOHNSON	Police	45.4210.472100.	Buildings	3,372.00	189990	05242016	SECURITY PARTITION WALL- POLICE
3200	MOUNTAIN WEST TRUCK	Streets	45.4410.474500.	Machinery & Equipment	106,509.00	190005	16-183	DUMP TRUCK CHASSIS
3885	SERVPRO OF BOUNTIFUL	Light & Power	53.5300.472100.	Buildings	2,574.00	190016	5067591	ATTIC/FURNACE CLEANING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,091.15	190018	4043375	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,093.09	190018	4042156	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,234.20	190018	4037809	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	2,427.74	190018	4038193	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	4,254.88	190018	4040609	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	7,114.05	190018	4043373	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	9,044.26	190018	4042152	PATCHING
4033	STANTEC CONSULTING	Light & Power	53.5300.448613.	Plant	4,756.00	190019	1049288	EMISSIONS INVENTORY
4033	STANTEC CONSULTING	Light & Power	53.5300.448613.	Plant	8,534.50	190019	1049272	TITLE V UPDATE
5442	TRAVISMATHEW, LLC	Golf Course	55.5500.448240.	Items Purchased - Resale	1,049.54	190024	3154352	MEN'S WEAR
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448621.	Power Purch IPP	1,291.48	190028	05262016	MAY 2016 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448628.	Pineview Hydro	3,504.91	190028	05262016	MAY 2016 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448622.	Power Purch San Juan	128,751.37	190028	05262016	MAY 2016 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448620.	Power Purch CRSP	217,159.53	190028	05262016	MAY 2016 PAYMENT FOR POWER RESOURCES
4341	UTAH ASSOCIATED MUN	Light & Power	53.5300.448626.	Power Purch UAMPS (Pool, etc)	517,264.85	190028	05262016	MAY 2016 PAYMENT FOR POWER RESOURCES
4357	UTAH COMMUNICATIONS	Police	10.4210.425200.	Communication Equip Maint	2,394.75	190029	59442	MARCH RADIO SERVICE
<b>TOTAL:</b>					<u>\$ 1,030,415.45</u>			

**Expenditure Report for Invoices >\$1,000.00**  
**Paid June 6, 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,035.88	190118	64Z29216	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	190118	63T33316	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	190118	64N17916	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	190118	64N18016	TREE TRIMMING
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	5,140.40	190118	64Z29316	TREE TRIMMING
1767	CONTEMPORARY IMAGE	Light & Power	53.5300.445201.	Safety Equipment	3,413.00	190129	31309	SHIRTS/JACKETS
1845	D & L SUPPLY	Water	51.5100.448000.	Operating Supplies	2,800.00	190132	51214	VALVE BOX PARTS
2003	DUNCAN ELECTRIC SUPPLY	Golf Course	55.5500.473100.	Improv Other Than Bldgs	3,488.48	190134	67326-1	AWG WIRE
2349	GREEN LIGHT BOOKING	Legislative	10.4110.492080.	Contr-Bntfl Comm Serv Council	2,000.00	190141	06062016	DEPOSIT-8/12/16 CONCERT
4844	LEGACY EQUIPMENT	Streets	10.4410.425000.	Equip Supplies & Maint	1,950.48	190158	74563	HOPPER LIFT
4844	LEGACY EQUIPMENT	Streets	10.4410.425000.	Equip Supplies & Maint	2,109.34	190158	74463	SWEEPER PART
3050	MCFARLAND CASCADE	Light & Power	53.5300.448630.	Transmission	3,125.00	190161	UMI-0021749	POWER POLE
3573	PROFESSIONAL GOLFER	Golf Course	55.5500.421000.	Books Subscr & Mmbrshp	1,068.00	190173	05012016	PGA MEMBERSHIP DUES FOR MCCOMB/OLSEN
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,789.40	190182	4045136	PATCHING
4026	STAKER & PARSONS	Streets	10.4410.441200.	Road Matl Patch/ Class C	3,268.77	190182	4045135	PATCHING
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,492.00	190184	1387657	FLOURIDE
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	3,467.25	190184	1388065	CHLORINE
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	1,429.16	190186	243615	OIL/FLUIDS FOR SHOP
4281	TWIN D INC.	Light & Power	53.5300.474780.	CIP 08 Dist Sub SW Sub	1,150.00	190187	14322	HYDRO TRENCH & HOLE
4567	WESTERN REFUSE & REC	Streets	10.4410.425000.	Equip Supplies & Maint	2,304.00	190194	142937	TRUCK CYLINDER
4585	WILDING ENGINEERING	Light & Power	53.5300.474780.	CIP 08 Dist Sub SW Sub	6,701.25	190196	117560	CONCRETE TESTING
<b>TOTAL:</b>					<u>\$ 68,153.61</u>			

**Expenditure Report for Invoices >\$1,000.00  
Paid June 13, 2016**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>		<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>DESCRIPTION</u>
1044	ADVANCED TRAINING	Police	10.4210.445100.	Public Safety Supplies	1,420.00	190199	11919	Rubber Curtains ordered by Dave Edwards
1602	CDW GOVERNMENT, INC.	Computer Maintenance	61.6100.429300.	Computer Hardware	1,783.84	190220	DGF5087	Dell laptop Customer# 6530022
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,556.32	190222	Century05222016	Internet and Phone Acct# 8015780401 425B
1619	CERTIFIED LABORATORIES	Cemetery	59.5900.425000.	Equip Supplies & Maint	1,529.74	190223	2333545	Certified Lab for Cemetary Customer# 583070
5479	DUMMIES UNLIMITED	Police	10.4210.445100.	Public Safety Supplies	2,100.00	190240	15-14359	SWAT Target Dummies Female & Male
2039	EDWARDS, DAVID	Police	10.4210.445100.	Public Safety Supplies	3,507.53	190241	Police06062016	Dave Edwards EOC TV's from Costco
2144	FATPOT TECHNOLOGIES	Enhanced 911	10.4219.428000.	Telephone Expense	22,000.00	190246	FPINV16371	NG Standard Server License Renewal Acct#FPAGR134
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	1,288.15	190255	10855	Uptake Iron,Speed Zone Herbicide,Deconil Weatherst
5633	GRIFFCO PARTNERS	Police	10.4210.425430.	Service & Parts	1,800.00	190256	206370	Custom Wrap on Vehicle
6959	JANI-KING OF SALT LAKE	Light & Power	53.5300.424002.	Office & Warehouse	1,775.00	190277	SLC06160189	Custodial Services Monthly Contract Bill
2987	M.C. GREEN & SONS INC	Storm Water	49.4900.473106.	New Storm Drains > 400'	12,094.15	190292	3262	Millbrook/Davis Blvd. Storm Drains
2987	M.C. GREEN & SONS INC	Water	51.5100.473110.	Water Mains	139,310.60	190292	3271	400 N. Waterline replacement
6010	NOBLE INDUSTRIAL SUPPLY	Streets	10.4410.426000.	Bldg & Grnd Suppl & Maint	3,019.74	190307	SI-113343	Floor Degreaser and Parts Street Dept May 2016
3541	PRECISION CONCRETE	Streets	10.4410.473400.	Concrete Repairs	28,653.13	190316	15410	1257.66 ft in Concrete Cutting for April 2016
3572	PROFESSIONAL CLEANING	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	2,400.00	190319	1606	Monthly Office Cleaning for June 2016
3620	R & R PROFESSIONAL	Landfill	57.5700.426000.	Bldg & Grnd Suppl & Maint	1,104.00	190323	5777	Deep Concrete Wall with Rebar
3985	SOUTH DAVIS SEWER DIST	Storm Water	49.4900.441250.	Storm Drain Maintenance	7,966.00	190336	C16068	North Canyon Circle Storm Drain Repair
4026	STAKER & PARSONS	Storm Water	49.4900.473106.	New Storm Drains > 400'	6,298.31	190342	4054901	Asphalt for Emerald, Charlene & Milstream Side Rds
7645	T.J. CONSTRUCTION LLC	Police	45.4210.472100.	Buildings	38,000.00	190346	1436	Public Safety Stucko Project
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	15,691.25	190350	0243721	Street Dept. Fuel Purchase Acct# 000275
4285	TYLER TECHNOLOGIES	Information Technology	10.4136.423000.	Travel & Training	1,275.00	190352	045-160449	Citizen Self Service Training
4450	VERIZON WIRELESS	Police	10.4210.428000.	Telephone Expense	1,164.87	190361	9765876636	Cell Phone Bill
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,507.03	190361	9765876636	Cell Phone Bill
7730	WESTECH ENGINEERING	Water	51.5100.431000.	Profess & Tech Services	19,400.00	190368	58877	Water Dept Field Services throughout Pilot Study
<b>TOTAL:</b>					<u>\$ 318,644.66</u>			

# City Council Staff Report

**Subject:** 2016 Asphalt Overlay Contract  
**Author:** Assistant City Engineer  
**Department:** Engineering  
**Date:** June 21, 2016



## **Background**

Asphalt overlays are common treatments for deteriorated roads. For FY 2016-2017, the Street Dept. staff has identified 500 South Street from 400 East to 1100 East and several roads in the Summerwood Subdivision as streets where a new overlay would be an appropriate treatment.

## **Analysis**

A Bid Opening for the proposed FY 2016-2017 program was held on June 21, and proposals were received from 6 companies. The lowest price proposal was submitted by Advanced Paving. Advanced Paving is familiar to the City as they performed a chip seal project last summer, but our experience with their paving crews is limited. They have performed many overlay and reconstruction projects for cities in Weber and northern Davis County.

The results of the three lowest bidders are as follows:

Engineer's Estimate	\$271,040.00
Advanced Paving	\$318,385.00
Consolidated Paving	\$328,001.60
Kilgore Contracting	\$337,766.58

It is interesting to note that all three of the bidders listed purchase asphalt from other suppliers who also have paving operations and who also submitted higher pricing for the same items.

The difference in the Engineer's Estimate and the pricing received can generally be attributed to changes in the bidding climate since the time estimated costs were developed. The best pricing for overlay work can generally be obtained from March to early April.

## **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 the new Prop. 1 Transportation tax which was approved last November.

**Recommendation**

- It is recommended that the Bid of Advanced Paving be accepted at the unit prices noted in the Bid Tabulation.

**Attachments**

Bid Tabulation

Bountiful City Corporation  
 2016 Asphalt Overlay Contract  
 Bid Opening June 21, 2016 2:00 pm

BID TABULATION

Item	Description	Qty	Unit	Engineer's Estimate		Advanced Paving		Consolidated Paving		Kilgore Contracting	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	3,500.00	3,500.00	10,000.00	10,000.00	11,610.00	11,610.00	16,940.92	16,940.92
2	Edge & End Milling	18,700	Sqyd	0.70	13,090.00	1.25	23,375.00	0.90	16,830.00	1.83	34,221.00
3	Asphalt Leveling Course	200	Ton	90.00	18,000.00	67.30	13,460.00	68.57	13,714.00	69.12	13,824.00
4	1 1/2" Asphalt Overlay	4,000	Ton	55.00	220,000.00	60.50	242,000.00	68.16	272,640.00	59.55	238,200.00
5	Adjust Valve (Metal)	45	Ea	35.00	1,575.00	25.00	1,125.00	24.70	1,111.50	62.12	2,795.40
6	Adjust Valve (Conc.)	8	Ea	100.00	800.00	650.00	5,200.00	43.88	351.04	517.67	4,141.36
7	Adjust Manhole (Metal)	100	Ea	100.00	10,000.00	100.00	10,000.00	93.96	9,396.00	129.42	12,942.00
8	Adjust Manhole ( Conc.)	14	Ea	200.00	2,800.00	700.00	9,800.00	32.79	459.06	776.51	10,871.14
9	Adjust Survey Monument (Metal)	25	Ea	35.00	875.00	25.00	625.00	59.40	1,485.00	62.12	1,553.00
10	Adjust Survey Monument (Conc.)	4	Ea	100.00	400.00	700.00	2,800.00	101.25	405.00	569.44	2,277.76
Total				271,040.00		318,385.00		328,001.60		337,766.58	

Item	Description	Qty	Unit	Engineer's Estimate		Staker Parson		Black Forest		Granite	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	3,500.00	3,500.00	42,000.00	42,000.00	17,000.00	17,000.00	10,000.00	10,000.00
2	Edge & End Milling	18,700	Sqyd	0.70	13,090.00	0.84	15,708.00	1.50	28,050.00	1.45	27,115.00
3	Asphalt Leveling Course	200	Ton	90.00	18,000.00	127.00	25,400.00	81.00	16,200.00	80.00	16,000.00
4	1 1/2" Asphalt Overlay	4,000	Ton	55.00	220,000.00	59.00	236,000.00	65.00	260,000.00	70.00	280,000.00
5	Adjust Valve (Metal)	45	Ea	35.00	1,575.00	20.00	900.00	65.00	2,925.00	60.00	2,700.00
6	Adjust Valve (Conc.)	8	Ea	100.00	800.00	500.00	4,000.00	580.00	4,640.00	400.00	3,200.00
7	Adjust Manhole (Metal)	100	Ea	100.00	10,000.00	90.00	9,000.00	143.00	14,300.00	120.00	12,000.00
8	Adjust Manhole ( Conc.)	14	Ea	200.00	2,800.00	750.00	10,500.00	820.00	11,480.00	530.00	7,420.00
9	Adjust Survey Monument (Metal)	25	Ea	35.00	875.00	35.00	875.00	70.00	1,750.00	100.00	2,500.00
10	Adjust Survey Monument (Conc.)	4	Ea	100.00	400.00	550.00	2,200.00	620.00	2,480.00	400.00	1,600.00
Total				271,040.00		346,583.00		358,825.00		362,535.00	



# City Council Staff Report



**Subject: Amendment to City Overtime Policy**  
**Author: Clinton Drake**  
**Department: Legal**  
**Date: June 28, 2016**

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## **Background**

The Personnel Policies and Procedures Manual of the City of Bountiful currently allows for individual departments to implement and utilize their own overtime policies. Accordingly, each department is currently utilizing different overtime practices.

## **Analysis**

Utilizing different overtime policies in each department is difficult and inefficient to track. The implementation of a uniform overtime policy throughout all City departments will result in more efficient and consistent overtime practices throughout the City.

## **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 the Resolution amending the City overtime policy

## **Attachments**

Resolution 2016-07



# BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR  
Randy C. Lewis  
CITY COUNCIL  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook  
John Marc Knight  
John S. Pitt

CITY MANAGER  
Gary R. Hill

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2016-07

### A RESOLUTION AMENDING THE PERSONNEL POLICIES AND PROCEDURES MANUAL OF THE CITY OF BOUNTIFUL

WHEREAS, Utah Code Annotated §10-3-717 and authorizes city councils to establish personnel policies and guidelines by resolution; and

WHEREAS, the Bountiful City Council has adopted a Personnel Policies and Procedures Manual to assist in the efficient utilization of City resources and the fair and uniform application of requirements regarding City operations and City employees; and

WHEREAS, the Personnel Policies and Procedures Manual should be reviewed and revised from time to time to ensure compliance with the law and contemporary management practices; and

WHEREAS, Section 307 of the Personnel Policies and Procedures Manual of the City of Bountiful currently allows individual departments and supervisors to set their own policies and procedures regarding overtime work for non-exempt employees under the Fair Labor Standards Act; and

WHEREAS, the City desires to implement overtime policies and procedures that will apply consistently to all non-exempt employees under the Fair Labor Standards Act; and

WHEREAS, the City Council finds that adopting and implementing a more consistent approach to overtime pay is in the best interests of Bountiful City and its employees.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bountiful City, Utah, as follows:

**Section 1. Amendment.** Section 307 of the Personnel Policies and Procedures Manual of the City of Bountiful is hereby amended as follows:

#### 307. Overtime

~~Supervisory personnel should organize their department workloads to avoid overtime work. Scheduled overtime will be approved only on an emergency or special need basis. Overtime work must have the prior approval of the supervisor. Overtime work will be compensated as required under the Fair Labor Standards Act (FLSA) unless departmental policy exceeds these standards. Part time employees shall not accumulate compensation time. Compensation time cannot be used within the same pay period that it is earned.~~

(a) This policy applies only to employees who are non-exempt under the Fair Labor Standards Act.

(b) Supervisory personnel should organize their department workloads to avoid overtime work. Scheduled overtime will be approved only on an emergency or special need basis. Overtime work must have the prior approval of the supervisor. Overtime work will be compensated as required under the Fair

Labor Standards Act (FLSA) unless city policy exceeds these standards as stated in this section. Part-time employees shall not accumulate compensatory time. Compensatory time cannot be used within the same pay period that it is earned.

(c) Overtime hours are paid at time and a half on the time actually worked by a non-exempt employee in excess of forty hours worked per week, excluding paid leave (sick, vacation, holiday, bereavement, comp, etc.) Any leave time taken within a work week does not count towards hours worked for purposes of calculating overtime hours. Hours worked in excess of eight hours in any one workday are not overtime. Police officer overtime hours are computed on the basis of 85 hours worked every two weeks.

(d) Regularly-scheduled shifts worked on a city-designated holiday shall be compensated at time and a half, regardless of whether the total hours worked for the week exceed forty.

(e) A “call-out” is defined as being required to return to work after one has left the City worksite at the end of working. It is further defined as being required to stay at work for more than two hours after the end of the work day. Hours worked in a call-out shall be paid at time and a half, regardless of whether the total hours worked for the week exceed forty.

(f) “Extended hours” are those worked before the scheduled work day or up to two hours after the scheduled work day. They are added to the number of hours worked per week. Extended hours are not paid at time and a half unless the total number of hours worked that week exceeds forty.

(g) As a form of overtime compensation, employees may, with Department Head approval, elect to be “paid” overtime in compensatory time (also referred to as “comp time”). An employee who elects compensatory time as payment for overtime hours worked shall receive time off from work equal to 1.5 times the number of overtime hours worked in the workweek instead of receiving overtime pay. Employees may not accumulate more than 100 hours of comp time. Comp time shall be used at a time agreed upon by the employee and the Department Head. The City may at its discretion pay the employee in overtime pay in lieu of allowing the employee to take comp time.

**Section 2. Effective date.** This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 28<sup>TH</sup> DAY JUNE, 2016.**

\_\_\_\_\_  
Randy C. Lewis, Mayor

ATTEST:

\_\_\_\_\_  
Shawna Andrus, City Recorder



# City Council Staff Report



**Subject:** Franchise Agreement - Comcast  
**Author:** Clinton Drake  
**Dept:** Legal  
**Date:** 28 June 2016

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## **Background**

Franchise agreements are contracts between the City and a company to allow the company to use the public rights of way to deliver their service or product. Franchise agreements are common with organizations that provide products and services such as natural gas, telephone, internet and cable television. The companies pay for the use of the rights of way by taxing the consumer for a product or service delivered. Comcast provides cable related services.

## **Analysis**

Bountiful City Municipal Code Title 11 allows for cable related services franchises in within the corporate limits of the City. A Franchise Agreement between Bountiful City and Comcast is currently in place but will soon expire. Comcast desires to continue to provide cable related services in Bountiful City. Approval of the Franchise Agreement allows for Comcast to continue providing cable related services to existing and potential consumers in Bountiful City.

The term of the Franchise Agreement is for a period of fifteen (15) years. As previously noted, companies pay a franchise fee in exchange for the ability to use public rights of way to deliver services to consumers. In order efficiently deliver services, a company may locate property under or over the right of way subject to the terms and conditions of the Franchise Agreement, Federal and State law, and local ordinances. As part of the Agreement, Comcast may abandon any property that has been placed in the right of way. Under the Agreement, in order for property to be considered abandoned, Comcast must provide written notice to the City of its intent to abandon the property. If the property is abandoned, it becomes the property of the City. Requiring Comcast to remove underground property that has been abandoned would be extremely costly to Comcast and disruptive to the City. Accordingly, the Agreement does not require Comcast to remove any abandoned property located underground. The City however, has negotiated with Comcast to ensure that any property that is located above ground will be removed by Comcast. The fee that Comcast will pay to Bountiful City for the use of its public rights of way is five percent (5%) of Comcast's annual gross revenue. The payment is due on a quarterly basis for each calendar year.

**Department Review**

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

**Significant Impacts**

Approval of the Franchise Agreement will permit Comcast to continue to provide services to Bountiful City residents.

**Recommendation**

It is recommended that the City Council approve the Franchise Agreement with Comcast.

**Attachments**

Franchise Agreement Comcast

Franchise Application

Resolution 2016-08

**CABLE TELEVISION FRANCHISE AGREEMENT  
BETWEEN THE CITY OF BOUNTIFUL, UTAH  
AND COMCAST OF WASATCH, INC.**

This Franchise Agreement (“Franchise”) is between Bountiful City, Utah, hereinafter referred to as “the Franchising Authority” and Comcast of Wasatch, Inc., hereinafter referred to as “the Grantee.” The Franchising Authority and the Grantee are referred to together as “the Parties.”

The Franchising Authority hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

**SECTION 1**

**Definition of Terms**

**1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Affiliate” when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- B. “Basic Cable” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- C. “Cable Act” means Title VI of the Communications Act of 1934, as amended.
- D. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- E. “Cable System” shall mean the Grantee’s facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- F. “FCC” means Federal Communications Commission or successor governmental entity thereto.
- G. “Franchising Authority” means Bountiful City, Utah, or the lawful successor, transferee, or assignee thereof.

H. “Grantee” means Comcast of Wasatch, Inc., or the lawful successor, transferee, or assignee thereof.

I. “Gross Revenue” means any and all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee, according to generally accepted accounting principles consistently applied, that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Ways in the Service Area. Gross Revenues shall include, but are not limited to, basic, expanded basic and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.

Gross Revenues do not include (i) revenue from sources excluded by law; (ii) revenue derived by Grantee from services provided to its Affiliates; (iii) late payment fees; (iv) charges other than those described above that are aggregated or bundled with amounts billed to Cable Service Subscribers such as charges for Broadband or Telephone services; (v) fees or taxes which are imposed directly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee; (vi) revenue which cannot be collected by the Grantee and are identified as bad debt, provided, that if revenue previously representing bad debt is collected, this revenue shall then at time of collection be included in Gross Revenues for the collection period; (vii) refundable deposits, investment income, programming launch support payments, or advertising sales commissions; and (viii) Internet services.

J. “Person” means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the Franchising Authority.

K. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area.

L. “Service Area” means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

M. “Standard Installation” is defined as 125 feet from the nearest tap to the Subscriber’s terminal.

N. “Subscriber” means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above,

over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System, subject to the laws, regulations, standards, specifications and permits of the Franchising Authority.

**2.2 Authority over Non-Cable Services.** To the extent allowed by law, the Franchising Authority shall retain the authority to regulate and receive compensation for Non-Cable Services. If the Grantee is allowed by law and chooses to provide Non-Cable Services, the Grantee and the Franchising Authority will negotiate the terms and fees in accordance with applicable law.

**2.3 Other Ordinances.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance. In the event of a conflict between any ordinance adopted after execution of this Agreement and this Franchise Agreement, the Franchise Agreement shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and Franchising Authority's ordinances and regulations enacted pursuant thereto. Notwithstanding the foregoing, the Franchise Authority may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

**2.4 Competitive Equity**

(A) Overview.

The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others, new technologies are emerging that enable the provision of new and advanced services to subscribers; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

(B) New Video Service Provider

Notwithstanding any other provision in this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services in the Service Area, the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Service Area under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and

conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

(C) No Written Agreement between Franchising Authority and Third Party VSP

If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSP's, taking into account the terms and conditions under which other VSP's are allowed to provide video services to subscribers within the Service Area, unless Franchising Authority disputes unauthorized VSP.

(D) VSP Defined

The term "Video Service Provider" or "VSP" shall mean any entity using the Public Way to provide multiple video programming services to subscribers, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and Internet Protocol based services.

**2.5 Term.** The Franchise granted hereunder shall be for an initial term of Fifteen (15) years commencing on the effective date of the Franchise as set forth in subsection 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

### **SECTION 3**

#### **Standards of Service**

**3.1 Conditions of Occupancy.** The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. All poles within the Service Area owned by the Franchising Authority that are made available to other franchisees or persons shall be made available for attachment or use by the Grantee at just and reasonable rates comparable to those rates established under the federal pole attachment statute, applicable FCC regulations and general market conditions in the State. The parties acknowledge any License Agreement for use of the Franchise Authority's Underground Conduit System and/or License Agreement for Attachment on any Bountiful city-owned poles that may be ancillary to this Agreement.

**3.2 Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance

**3.3 Relocation for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade,

installation, maintenance, repair or removal of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements. The Franchising Authority shall bear the cost of relocation to the extent that such request for relocation is solely for aesthetic purposes. The Grantee shall have the right of abandonment of its above ground and underground property. Property shall not be considered abandoned and shall be retained by Grantee unless and until Grantee provides written notice to the Franchising Authority of its intent to abandon any and/or all of the Grantee's property. If Grantee intends to abandon on a portion of the Grantee's property, Grantee shall specifically include and all property it Grantee intends to abandon. If Grantee voluntarily abandons their property however as a result of Grantee's own choice or circumstance, then Grantee's above ground property must be removed at Grantee's expense. To assist the Grantee in facility removal efforts, if public funds or grants are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing and upon request from Grantee, the Franchise Authority shall make application for such funds on behalf of Grantee, with Grantee reimbursing the Franchise Authority for reasonable costs pertaining to the application process and any continued administration related costs as may be allowed in accordance to the terms of the public funds or grants.

In the event of an emergency, the Franchising Authority shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the Franchising Authority shall take such action, at Grantee's cost and expense, as is necessary to meet the emergency. If public funds are available to any person using such street, easement, or right of way for the purpose of defraying the cost of any of the foregoing under Section 3.3, then the Franchising Authority may, but is not required, make application for such funds on behalf of the Grantee.

**3.4 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than sixty (60) days for a permanent relocation.

**3.5 Trimming of Trees and Shrubbery.** Grantee, upon consultation with Franchising Authority, shall have the right to trim and keep clear of its poles, wires, cables, underground conduits, manholes and other conductors and fixtures, the trees in and along the Streets. In the exercise of such right, Grantee shall not cut or otherwise injure any trees to any greater extent than is reasonably necessary. Nothing herein shall allow trimming, cutting, clearing or other activity on private property without consent from the private property owner.

**3.6 Safety Requirements.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

**3.7 Aerial and Underground Construction.** Prior to construction, in each case, all applicable permits shall be applied for and granted and all fees shall be paid.

In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality.

In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aurally or underground. No permission is granted for Grantee to attach or use Franchising Authority's poles that are used solely by the Franchising Authority. Nothing contained in this Section shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals or other related equipment.

**3.8 Access to Open Trenches.** The Franchising Authority agrees to request Grantee's signature on new plats for new subdivisions.

**3.9 General Service Build - Out Discretion.** Nothing in this Agreement requires Grantee to build to all areas of the Franchise Authority. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are done on a non-discriminatory basis. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded. Franchise Authority may provide information to Grantee on build-out and suggest potential areas where availability of services could be improved or made available. Grantee will evaluate such suggestions in good faith, subject to economic viability and Grantee's discretion on implementation. Grantee agrees to continue to engage in positive community efforts towards "digital inclusion" for those residents within the Franchising Authority's boundaries who may not traditionally have access to Grantee's services, with a particular emphasis on the expansion of access to Grantee's services

**3.10 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However all requested extensions are subject to Section 3.9 herein and may include a requirement that the Subscriber(s) share the capital costs of extending the Cable system. In the event that Grantee decides to build out the Cable System to an area that is currently unserved, the Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non - Standard Installation charges to extend the Cable System from the tap to the residence.

**3.11 Cable Service to Public Buildings.** Franchising Authority acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide Franchising Authority with ninety (90) days' prior notice. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to administrative buildings owned or occupied by the Franchising Authority, fire stations, and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

**3.12 Technical Standards.** The Grantee is responsible for ensuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but does not have authority, pursuant to federal law, to enforce compliance with such standards.

**3.13 Emergency Use.**

A. In accordance with and at the time required by the provisions of FCC Regulations Part 11, Subpart D, Section 11.51, and as other provisions which may from time to time be amended, the Grantee shall install, if it has not already done so, and maintain an Emergency Alert System (EAS) for use in transmitting Emergency Act Notifications (EAN) and Emergency Act Terminations (EAT) in local and state-wide situations as may be designated to be an emergency by the Local Primary (LP), the State Primary (SP) and/or the State Emergency Operations Center (SEOC), as those authorities are identified and defined within FCC Regulations, Section 11.18.

B. The Franchising Authority shall permit only appropriately trained and authorized persons to operate the EAS equipment and take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority agrees to hold the Grantee, its employees, officers and assigns harmless from any claims arising out of the emergency use of its facilities by the Franchising Authority, including, but not limited to, reasonable attorneys' fees and costs.

### **3.14 Customer Service Standards.**

The Franchising Authority hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

### **3.15 Educational and Government Access Channels.**

A. Grantee's Provision of Education and Government Access Channels. Franchising Authority acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide Franchising Authority with ninety (90) days' prior notice. Upon request by the Franchising Authority, the Grantee shall make available one (1) channel to be used for educational and governmental cablecast programming. When first-run programming on the first educational and governmental access channel occupies fifty percent of the hours between 11:00 a.m. and 11 p.m., for any twelve consecutive weeks, the Franchising Authority may request the use of one additional channel for the same purpose. The additional channel must maintain programming twenty-five percent of the hours between 11:00 a.m. and 11:00 p.m. for twelve consecutive weeks. If this level of programming is not maintained, the channel will return to the Grantee for its use. The Grantee also reserves the right to program the designated educational and governmental channels during the hours not used by the Franchising Authority or other governmental entities. If programming time is not used by Franchising Authority and is available for sharing, the channels may be shared with other municipalities receiving programming from the common head end receive site location. The Franchising Authority shall agree to indemnify, save and hold harmless the Grantee from and against any liability resulting from the use of the aforementioned educational and governmental channels by the Franchising Authority, except for liability resulting from program time shared with other municipalities.

B. Educational and Government Access Capital Contributions. At any time during the term of this Franchise the Franchising Authority may require that the Grantee prospectively provide a "Capital Contribution," paid annually during the remaining term of the Franchise, to be used specifically for educational and governmental access as provided for in Paragraph 3.16.A. ("Grantee's Provision of Educational and Government Access Channels"). The Franchising Authority shall give the Grantee ninety (90) days written notice of such a requirement. The amount of the Capital Contribution payable by the Grantee to the Franchising Authority shall not exceed One Dollar and Twenty Cents (\$1.20) per year per primary connection. The Franchising Authority agrees that all amounts due to the Franchising Authority by the Grantee as the Capital Contribution may be added to the price of cable services, prorated monthly, and collected from the Grantee's Subscribers as "external costs," as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as the Capital Contribution may be separately stated on Subscribers' bills as permitted in 47 C.F.R. 76.985. The Capital Contribution will be payable by Grantee to the Franchising Authority after; a) the approval of the Franchising Authority, if required, to the inclusion of the Capital Contribution on Subscribers' bills including any required approval pursuant to 47 C.F.R. 76.933; b) notice to Grantee's Subscribers of the inclusion; and c) the collection of the Capital Contribution by the Grantee from its Subscribers. The "Capital Contributions" are not to be considered in the calculation of Franchise Fees pursuant to this Franchise.

**3.16 Fees and Charges to Customers.** All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

**3.17 Customer Bills and Privacy.** Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(C) of the Cable Act (47 U.S.C. 542(c)). The Grantee shall also comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

## **SECTION 4**

### **Regulation by the Franchising Authority**

#### **4.1 Franchise Fee.**

A. The Grantee shall pay a Franchise Application Fee in accordance with Title 11, Section 2 of the Bountiful City Municipal Code. Pursuant to the Bountiful City Municipal Code, the franchise application fee shall be five hundred dollars (\$500.00) and is non-refundable, however, if this Agreement is approved by the Franchising Authority, Grantee may offset the five hundred dollar (\$500.00) franchise application fee against any franchise fees due and payable to Franchising Authority on the first quarterly payment.

B. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5 %) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable within forty-five (45) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

C. All amounts paid by the Grantee as Franchise Fees may be passed through to customers and identified as a separate line item on the bill in accordance with 47 U.S.C 542, added to the price of Cable Services and collected from the Grantee's customers as "external costs" as such term is used in 47 C.F.R. 76.922. In addition, all amounts paid as Franchise Fees may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985.

D. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

**4.2 Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

**4.3 Renewal of Franchise.**

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act.

**4.4 Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

**4.5 Transfer of Franchise.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior written consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

## **SECTION 5**

### **Books and Records**

**5.1 Books and Records.** The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the

Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

On an annual basis, upon thirty (30) days' prior written notice, the Franchise Authority, including the Franchise Authority's Auditor or his/her authorized representative, shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration and enforcement of this Franchise, in accordance with GAAP, at Franchise Authority's expense. The Franchise Authority's right to audit and the Grantee's obligation to retain records related to a franchise fee audit shall expire three (3) years after each franchise fee payment has been made to the Franchise Authority.

## **SECTION 6**

### **Insurance and Indemnification**

**6.1 Insurance Requirements.** The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the minimum amount of \$2,000,000 per occurrence with a \$3,000,000 general policy aggregate. The Franchising Authority shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

**6.2 Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within thirty (30) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

## SECTION 7

### Enforcement and Termination of Franchise

**7.1 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

**7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

**7.3 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

**7.4 Revocation.** Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth above, the Franchising Authority shall give written notice to the Grantee of the Franchising Authority's intent to revoke. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court. Such appeal to the appropriate court must be taken within thirty (30) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

**7.5 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

## **SECTION 8**

### **Miscellaneous Provisions**

**8.1 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.2 Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

**8.3 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

Bountiful City  
Attn: City Manager  
790 S. 100 E.  
Bountiful UT 84010

The notices or responses to the Grantee shall be addressed as follows:

Comcast Cable Communications  
9602 South 300 West  
Sandy UT 84070

with a copy to:

Comcast Corporation  
Legal Department

1701 John F Kennedy Blvd.  
Philadelphia PA 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

**8.4 Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.5 Severability.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

**8.6 Effective Date.** The effective date of this Franchise is the 28<sup>st</sup> day of June, 2016 pursuant to the provisions of applicable law. This Franchise shall expire on the 28<sup>st</sup> day of June, 2031 unless extended by the mutual agreement of the parties.

In concurrence and witness whereof, this Agreement has been executed by the parties this 28<sup>st</sup> day of June 2016.

City of Bountiful

\_\_\_\_\_

Randy Lewis, Mayor

ATTEST:

\_\_\_\_\_

Shawna Andrus  
City Recorder

Accepted this \_\_\_\_ day of July, 2016, subject to applicable federal, state and local law.

Comcast of Wasatch, Inc.

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_



# BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR  
Randy C. Lewis  
CITY COUNCIL  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook  
John Marc Knight  
John S. Pitt  
CITY MANAGER  
Gary R. Hill

## City of Bountiful, Utah Franchise Application

Comcast of Wasatch, Inc., applicant ("Provider") a (corporation) or LLC) Corporation organized under the laws of (State) \_\_\_\_\_, with its principal headquarters located at (address) 9602 S. 300 W. Sandy Utah 84070, does hereby request a Franchise to utilize the Public Rights of Way within the City of Bountiful, Utah ("City"). This application is made pursuant to, and any franchise granted is subject to, the terms of the Franchise Agreement and to the Bountiful City Code, including the Bountiful City Franchise Ordinance (Title 11) and the provisions concerning Excavation in Streets and Public Properties (Title 6, Chapter 9).

The contact person, address, e-mail address, and telephone number for the Provider is:  
Kirk Nord 801.401.3251 kirk\_nord@cable.comcast.com

This is an application for a new Franchise Agreement.

Submitted herewith is information about the Provider (such as a brochure or information from the Applicant's internet website) sufficient to give the City an understanding of the Provider's history, field of expertise and service provided to the public or its customers.

At the time of this Application, the Provider is intending to do the following:

Describe the nature of the service provided by the Provider: Renew a Franchise Agreement granting Comcast access to public rights of way to provide Cable Television services.  
Describe the nature of the work to be done in the public rights of way: Cable T.V. Services

Describe the locations in the public rights of way where work is intended to be done: Throughout the P. R. o. W.

Submitted herewith is the Application Fee of \$500.00.

By signing this Application, the Provider hereby certifies and agrees as follows:

1. All information in this Application and all other information presented to the City is true and correct.
2. The Provider is familiar with the requirements of the Franchise Ordinance and the requirements for Excavation in Streets and Public Properties, and will comply in all respects with these and other City Code and Franchise Agreement requirements.
3. If required by Utah law, the Provider has received a Certificate of Necessity from the Utah Public Service Commission and provides a copy thereof with this Application.
4. The Provider will provide evidence of insurance prior to doing any excavation or other work in the public rights of way in the City of Bountiful.
5. Prior to making attachment to any poles or using any existing conduit, Provider must enter into a separate agreement with the City for the use of these facilities, or provide evidence of agreement with any other owner of such facilities.
6. The signers of this Application have the authority to make these certifications and agreements on behalf of the Provider.

Dated this 22 day of June, 2016.

Provider:

By: 

Printed Name: Kirk Nord

Title: Mgr. GOVT AFFAIRS



# BOUNTIFUL

City of Beautiful Homes and Gardens

MAYOR  
Randy C. Lewis  
CITY COUNCIL  
Kendalyn Harris  
Richard Higginson  
Beth Holbrook  
John Marc Knight  
John S. Pitt  
CITY MANAGER  
Gary R. Hill

## BOUNTIFUL CITY, UTAH RESOLUTION NO. 2016-08

### A RESOLUTION APPROVING A FRANCHISE AGREEMENT WITH COMCAST OF WASATCH, INC.

WHEREAS, Title 11 of the Bountiful City Municipal Code empowers and authorizes the City to issue non-exclusive franchises to govern the installation, construction and maintenance of systems in the City's rights-of-way; and

WHEREAS, the Bountiful City Council has reviewed the Franchise Agreement (attached hereto as Exhibit "A" and incorporated by this reference) between Bountiful City and Comcast of Wasatch, Inc.; and

WHEREAS, the City Council has determined that approving the Agreement with Comcast of Wasatch, Inc. will benefit the City and will promote the health, safety and welfare of its citizens; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bountiful City, Utah, as follows:

**Section 1. Approval.** The Franchise Agreement between Bountiful City and Comcast of Wasatch, Inc. is hereby approved.

**Section 2. Authorization.** The Mayor is authorized to execute the attached Franchise Agreement between Bountiful City and Comcast of Wasatch, Inc.

**Section 3. Effective date.** This Resolution shall take effect immediately upon passage.

**APPROVED, PASSED AND ADOPTED BY THE BOUNTIFUL CITY COUNCIL THIS 28<sup>TH</sup> DAY JUNE, 2016.**

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Randy C. Lewis, Mayor

ATTEST:

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Shawna Andrus, City Recorder



# City Council Staff Report

**Subject:** Final Acceptance of the Villas at Stone Creek Subdivision's public Improvements  
**Author:** City Engineer  
**Department:** Engineering  
**Date:** June 28, 2016



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## **Background**

The Villas at Stone Creek is the 29 lot subdivision which completed the extension of 550 North Street from 400 East to 600 East and added a cul-de-sac on the south side of Stone Creek. This development was originally granted final approval in late 2012 with the roads being constructed in 2013. By the end of 2014 almost all of the houses had been built. The warranty time for the bond has now run and the development is ready for final acceptance by the City Council.

## **Analysis**

Because all of the homes in this development were constructed by the same builder as a part of the overall development, all of the homes were constructed in a very short time while the street improvements were still under the original development warranty and bond. In late 2014 the street improvement were given a final inspection and there were many repairs that needed to be made. Those repairs were completed in early 2015. As a result of the large number of asphalt patches resulting from the repairs to the curb and gutter, the developer has paid for a slurry seal of the full road, which will be included as part of our slurry seal program for 2016. All of the other improvements have passed their final inspection and, as a result, the bond can now be released and the City take over maintenance responsibilities for the roads in the subdivision.

## **Department Review**

This proposal has been reviewed by the City Engineer/Public Works Director.

## **Recommendation**

We recommend the Council grant final acceptance of The Villas at Stone Creek Subdivision, and approve the release of the Bond.

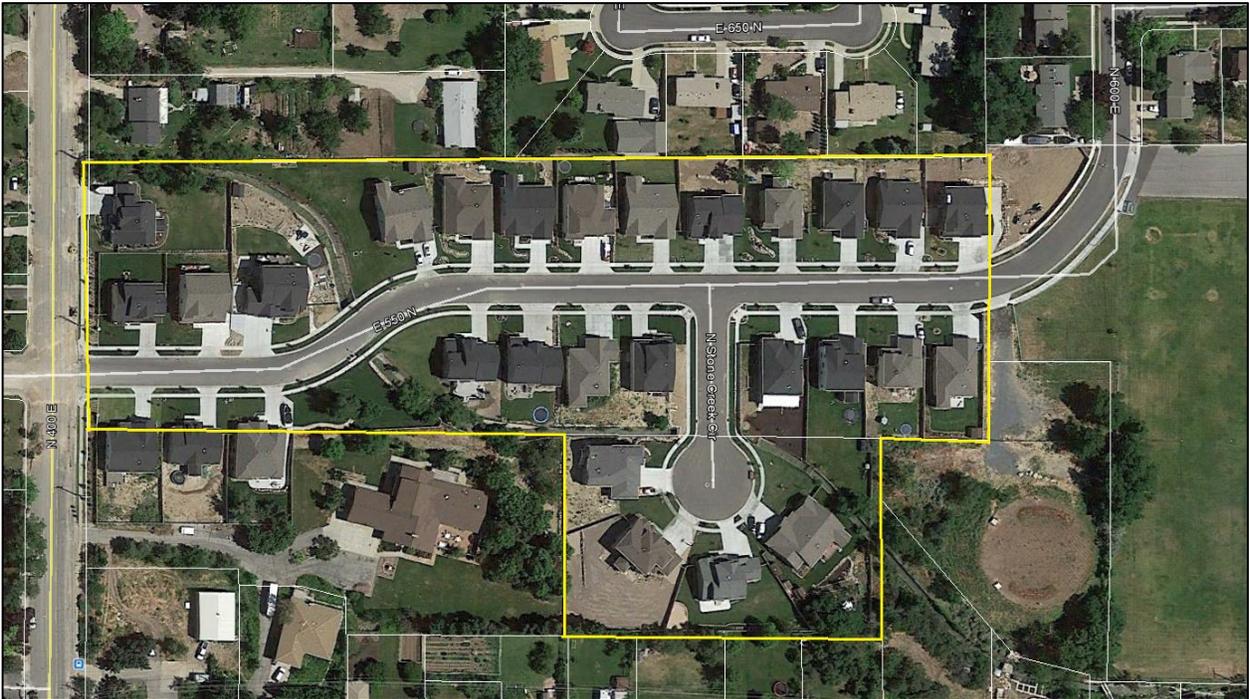
## **Significant Impacts**

The City will now take over the responsibility of maintenance and up-keep of the City streets and release the developers of any further obligations.

## **Attachments**

Lovely aerial photograph of The Villas at Stone Creek Subdivision, as of June 2015.

Aerial Photo of The Villas at Stone Creek Subdivision



# City Council Staff Report

**Subject:** Creekside Park Construction  
**Author:** City Engineer  
**Department:** Engineering  
**Date:** June 28, 2016



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## **Background**

After months of public meetings, planning, preparation of plans and public input, on Tuesday, June 07 we opened formal bids for the construction of Creekside Park. The bids include all of the work necessary to construct and landscape the park and install the city supplied playground equipment. Four bids were submitted and opened. Unfortunately, due to several substantial inconsistencies in the proposals, all four bids were rejected and the project was advertised to rebid on Monday, June 27.

## **Analysis**

After the bid opening on Monday, June 27 a complete bid tabulation will be made and presented at the June 28 City Council Meeting.

## **Department Review**

This memo has been reviewed by the Engineering Department.

## **Significant Impacts**

This project is budgeted under the Parks Department Capital projects budget and should not have any significant impacts.

## **Recommendation**

I anticipate that after careful review of the proposals, a recommendation will be made to award the project to the Lowest Responsible Responsive Bidder.

## **Attachments**

None. A complete memo and bid tabulation will be prepared and presented after the Monday, June 27 bid opening.