

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, September 11, 2018

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 all meetings. Deliberations will occur in the meetings. Persons who are disabled as defined by the Americans With Disabilities Act may request an accommodation by contacting the Bountiful City Manager at 801.298.6140. Notification at least 24 hours prior to the meeting would be appreciated.

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

AGENDA

6:00 p.m. – Work Session

1. Trails Committee update – Mr. Chad Wilkinson pg. 3
2. Recycling discussion – Mr. Lloyd Cheney & Mr. Gary Blowers pg. 5
3. Salt Lake Chamber Housing Gap Coalition – Ms. Brynn Mortensen, SL Chamber

7:00 p.m. – Regular Session

1. Welcome, Pledge of Allegiance and Thought/Prayer
2. Public Comment - If you wish to make a comment to the Council, please use the podium and clearly state your name and address, keeping your comments to a maximum of 2 minutes. Public comment is limited to no more than ten minutes per meeting. Please do not repeat positions already stated. Public comment is a time for the Council to receive new information and perspectives.
3. Approve minutes of previous meeting held on August 28, 2018 pg. 11
4. Council Reports
5. BCYC Report
6. Consider approval of weekly expenditures > \$1,000 paid August 20, 21, 27 & 28, 2018 pg. 19
7. Recognition of Mr. Paul Rowland for his retirement – Mayor Lewis
8. Consider approval of the purchase of a John Deere backhoe and warranty from Honnen Equipment in the amount of \$85,375 – Mr. Mark Slagowski pg. 25
9. Consider approval of the purchase of two police vehicles from Ken Garff Dodge in the amount of \$55,027– Chief Tom Ross pg. 27
10. Consider approval of the preliminary and final PUD plat for the Midtown Townhomes PUD – Mr. Paul Rowland pg. 29
11. Consider approval of the final site plan for the proposed 12 unit multifamily building located at 105 South 100 West – Mr. Chad Wilkinson pg. 33
12. Consider approval of the First Amendment to the Land Lease agreement with Verizon Wireless – Mr. Clinton Drake pg. 45
13. Consider approval of Ordinance 2018-10 amending the Bountiful Municipal Code – Mr. Clinton Drake pg. 53
14. Consider approval of the Lease Extensions/Amendments with Crown Castle – Mr. Clinton Drake pg. 59
15. Consider approval of the assignment of the Lease Agreement with AT&T to Uniti Towers – Mr. Clinton Drake pg. 65
16. Adjourn


City Recorder

City Council Staff Report



Subject: Trails Committee Update
Author: Chad Wilkinson, City Planner
Date: September 11, 2018

Background:

The Bountiful Trails committee has been working diligently on several projects and wants to provide an update to the City Council. The committee is made up of citizen volunteers and supported by City staff. The trails committee meets once a month to discuss trail projects in and around Bountiful City. Among the many projects the committee has been working on over the past year is a Proposition 1 funded project to install bridges in Holbrook Canyon. The City was approved for a \$20,000 dollar grant from Davis County for construction of bridges in the canyon in conjunction with the Bonneville Shoreline Trail. Members of the committee have been working with representatives for the Forest Service and anticipate construction of the bridges as early as next year.

The Committee has also been working on an update to the Bountiful City Trails Master Plan and will be issuing an RFP/RFQ in the next couple of weeks to engage a consultant to update this plan. As part of the master plan update the committee will be recommending a future a trail connection in Mill Creek Canyon between Bountiful Boulevard and Davis Boulevard. In addition, the trails committee is currently working on a connection between Holbrook and Ward Canyons via City owned property. This would potentially provide a loop with the planned Bonneville Shoreline Trail and provide additional hiking opportunities for Bountiful residents.

At the work session representatives of the Committee will briefly summarize these current projects to the Council and seek input on other projects the Council would like to see the Committee work on in the coming year.

Recommended Action

This is an informational item only and the no action is required by the Council at this time.

City Council Staff Report

Subject: Recycling Program Contract
Author: Lloyd Cheney, Assistant City Engineer
Gary Blowers, Streets & Sanitation Director
Department: Recycling
Date: September 11, 2018



Background

On Thursday, August 23, 2018 staff met with representatives of ACE Recycling and Disposal to discuss the current contract for recycling collection. During the discussion we learned that the current terms of the contract would not allow ACE to continue to provide services to Bountiful City without a modification to the Contract.

Analysis

Overview of the Recycling Program

The available volume of the Landfill is a precious resource enjoyed by Bountiful residents. The diversion of green waste to the composting program and curbside recycling provide much greater value in the preservation of landfill volume than could be realized through tipping fees, compost sales or the revenue from recyclables.

Curbside recycling began in 2008, with an initial contract with Waste Management. The City subsequently re-bid the service contract and awarded the work to ACE Recycling and Disposal. Currently, the program includes collection for approximately 12,834 cans (12,569 first cans, 265 second cans). In 2017 Ace collected 2,642 tons of recyclables. In comparison, the landfill accepted approximately 56, 848 tons of municipal waste. The amount of recyclables collected represents 4.6% of the municipal waste total. A comparison of the volume of recyclables collected in 2018 shows that the volume is tracking closely with the totals for the same period in 2017.

Materials which are collected by ACE have been taken to Rocky Mountain Recycling (RMR), who collects, sorts, and resells the materials. According to ACE, this was an additional source of revenue which helped to cover expenses and provide a profit source until March of this year, when RMR notified the collectors that the recycling market had taken a turn for the worse and that it was instituting a \$50/ton fee. This fee has increased since that time to \$55/ton and has caused ACE to lose approximately \$12,000 per month on our contract.

Gary Blowers and I spoke to Larry Gibbons of RMR while preparing for this discussion and we learned that the recycling market has improved somewhat over the last few weeks, but

that a more robust market is still months, if not years, away. Mr. Gibbons characterized his optimistic expectations for the recovery as “improved” in 1 year, “better” in 3 years, and “significantly better” in 5 years.

Current Contract

The current 5 year contract with ACE began December 1, 2013 with an initial rate of \$2.40 per can. This rate has increased to the current charge of \$2.63 per can over the years, based on adjustments to the Consumer Price Index. This amount is the contractual price between ACE and the City, and does not include any additional minor charges for administration of the contract which are billed to the citizens. The current rate charged to the residents is \$2.75 per can. The contract includes an extension provision which would allow services to continue for “two (2) additional two (2) year terms at the sole option of the City and the concurrence of the Contractor”.

Options for the Future

Staff has identified the following options which are available to the Council:

1. End the recycling service. This option may be characterized as the path of least resistance, but may not be the prudent decision. Much effort has been expended to establish the recycling service as we know it, and while there are residents who do not participate, there are many who do. When the economic conditions improve, the desire for recycling would likely return.
2. Perform the Service with City Equipment and Manpower This option would require the following:

Purchase of cans	\$450,000	(\$35/can from ACE)
Collection Vehicles	\$600,000	(2 trucks @ \$300,000 ea.)
<u>Personnel</u>	<u>\$165,000</u>	<u>(2 employees)</u>
Total	\$1,215,000	

These amounts do not reflect O&M costs. The materials would be hauled to RMR or the Waste Management MERF. Unless the Council is willing to commit to a long term self-operated program, it is unlikely that this option would prove to be prudent or fiscally responsible due to the large up-front capital costs.

3. Re-Bid the Service Contract. If preferred by the Council, City staff could prepare and advertise for a new recycling contract. This process would need to start immediately, in order to have the service functioning by the end of the year. When the City switched to ACE, the initial process of collecting Waste Management cans and the main distribution activity required to put new cans at each residence took approximately 4 months. Even now, Waste Management cans are still being collected. In the event that a contract was awarded to a new provider, there is an increased likelihood that the program would have a brief delay as cans are ordered, obtained and distributed. This approach may result in a significant increase in the

per-can per-month cost as the 2 competitors price their service according to the terms of the current contract model.

4. Negotiate terms of a Contract Extension with ACE If preferred by the Council, Staff could enter into negotiations with ACE to maintain the current service with modifications to the contract. The following options could be investigated in the negotiation of an amended contract:
 1. An amended renewal period (this could be negotiated with ACE).
 2. A monthly subsidy, based on the actual costs incurred by ACE. Funds from the subsidy could come from an increase in the base rate or potentially from the Landfill's reserve and/or from investment interest generated from the reserve account.
 3. An increase in the base rate (per can).
 4. Additional cost review and adjustment opportunities during the renewal period.

Department Review

This memo has been reviewed by the Public Works Director, Streets and Sanitation Director and the City Manager.

Significant Impacts

Staff would recommend Option 4 as the preferred alternative for the following reasons:

1. An extension of the current contract would not disrupt service.
2. An extension of the contract with a managed subsidy buys time for the stabilization and eventual growth of the recycling market with minimized risk to the City and to the Contractor.
3. An extension of the contract allows Staff the opportunity to better prepare for the next advertised renewal process.
4. There is sufficient interest income and fund balance in the Landfill Reserve for Replacement Account to provide a managed subsidy for the expected 3-5 year time frame for recovery of the market without increasing the base rate for residents. In past months, the Landfill Reserve for Replacement fund has accrued as much as \$22,000 in interest. This income source is expected to be sufficient to cover the subsidy, without transferring any of the fund balance, even if market conditions suffered another setback. If necessary, additional funds could be transferred from the \$6.7M fund balance to supplement the interest earnings without serious impact to the fund balance. Staff feels that the use of the Landfill Reserve funds is appropriate, and will extend the useful life of the Landfill.

Recommendation

- Staff requests the City Council adopt Option 4 as the preferred alternative, and authorize staff to negotiate with ACE for an extension of the recycling program contract.

Attachments



February 27, 2018

Dear Curbside Recycling Partners:

As each of you know, Rocky Mountain Recycling is, by our very nature, in the “hope” business. We have invested millions of dollars over the past twenty years to provide the most up-to-date processing infrastructure to support regional residential and commercial recycling programs. This allows each of our partner cities and haulers to provide the curbside recycling services that your residents have come to expect and which benefits our communities.

Underpinning all of this investment made to advance our work together over the years is the expectation, indeed the hope, that the recovered materials will supply a consistent predictable market that can monetarily sustain the collection and processing costs associated with providing this service. We have all become far more sensitive to market fluctuations for scrap paper, plastic, and metals than many of us ever anticipated—it has simply become another critical factor to consider along with the rising costs of fuel, landfill tipping fees, labor, and repair and maintenance on our fleets just to name a few.

Over the past forty years our business counterparts in China have built up the largest network of modern paper mills and box plants in the world to support the massive growth in manufacturing and economic output. To furnish these mills, the Chinese have historically purchased over 30,000,000 tons per year of waste paper, consisting mostly of old corrugated containers (“OCC”) and residential mixed waste paper.

Over the past six months, the Chinese government has instituted a policy entitled ‘The National Sword’. The stated goal of this policy is to improve the environment by reducing their dependence on foreign sources of scrap paper. The net effect to local recycling programs in Utah is that an historically dependable market for scrap paper and cardboard has been artificially disrupted by the Chinese customs inspectors at the points of entry into their country.

Before this unnecessarily restrictive policy was put into place, scrap prices for OCC had risen to over \$180/ton, and residential mixed newspaper was trading above \$100/ton. As a direct result of the introduction of these policies at the Chinese ports, OCC has fallen to below \$90/ton and residential mixed newspaper has fallen to \$0/ton. In some cases, consuming mills around the world are charging \$-20/-30 per ton to accept the bales.

We find ourselves maintaining the hope that things will get better but the realities do not support hope for a swift improvement. It is important to note that our friends and partners in the Chinese business community are as negatively affected by their government's policy as we who wish continue to supply their demand. The Chinese government has imposed an arbitrary barrier between the producers of scrap and paper such as RMR and the willing buyer. ***This results in a force majeure event that was neither foreseeable at the time our relationships with you began nor is controllable by RMR.*** We cannot simply move our tons elsewhere because, in the delicate global balance that is the waste paper business, there is simply not an available home for 30% of the world's scrap paper.

Due to these factors, we have no choice but to institute a system-wide rate increase for residential recycling customers of \$50/ton for route tons delivered into our facility in South Salt Lake. This rate will take effect on March 1, 2018 and will continue until further notice. We realize that this information is very discouraging and creates difficult decisions for you, our valued customers. However, in this challenging time this \$50/ton fee is essential in order for RMR's residential recycling operations to survive throughout this downturn.

As always, we are available to speak with each of you individually with your questions and concerns. Please contact Larry Gibbons at (801)808-0863 or call me directly at (801)550-1444.

With hope,



John Sasine
President
Rocky Mountain Recycling

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**Minutes of the
BOUNTIFUL CITY COUNCIL**

August 28, 2018 – 6:00 p.m.

13 Present: Mayor Pro Tem Chris Simonsen
14 Councilmembers Kendalyn Harris, Richard Higginson, Beth Holbrook,
15 John Marc Knight
16 City Manager Gary Hill
17 City Attorney Clinton Drake
18 City Planner Chad Wilkinson
19 City Engineer Paul Rowland

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Department Directors/Staff:

Chief of Police Tom Ross
Finance Director Tyson Beck
Power Director Allen Johnson
Streets/Sanitation Director Gary Blowers
Asst. Streets/Sanitation Charles Benson
Asst. City Engineer Lloyd Cheney
Recording Secretary Nikki Dandurand

Excused: Mayor Randy Lewis

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 – 6:03 p.m.
Planning Conference Room

Mayor Pro Tem Simonson welcomed those in attendance and called the session to order at 6:03 p.m.

ACCESSORY DWELLING UNITS (ADUs) DISCUSSION – MR. CHAD WILKINSON

Mr. Wilkinson stated that right now, ADUs are approved for immediate family members only, however tonight’s discussion could lead to changes. The City is trying to stay away from the “duplex” feel of these units though. The solution would be to have the owner occupy the main dwelling of the home. The Council discussed options, fees and enforcement of these units but agreed to move forward on the changes.

ON-STREET PARKING IN WINTER & DRIVEWAYS DISCUSSION – MR. CHAD WILKINSON

Mr. Wilkinson stated that staff recommends against altering the current winter parking ordinance. There are many reasons for this including the public safety of Bountiful’s residents, added cost for overtime and already narrow streets to plow. Bountiful is known for the outstanding high

1 level of service during the winter months. Councilwoman Harris asked for clarification on the
2 overnight hours. Chief Ross explained the vehicle fine process and when they will get towed. Mr.
3 Wilkinson provided a PowerPoint with examples of two car driveways that are compliant and non-
4 compliant, pointing out that every lot in the City is not compatible with this option. Mr. Wilkinson
5 did state that corner lots could have a different approach/regulation.

6 Mr. Gary Hill stated that the majority of the residents would like to preserve the spacing issue.
7 He recommends that staff look for flexibility within the standards and come back with reasonable
8 options.

9
10 Mr. Gary Hill gave an update on the grass issue affecting the golf course. A double
11 application of a spray was applied on accident and has killed the grass in various locations on the
12 course. At this point, staff is recommending complete replacement of the affected area with sod.
13 This cost will be paid using the enterprise funds (user fees). Protocol has already been put into place
14 to prevent this mishap from occurring again.

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17 **Regular Meeting – 7:00 p.m.**
18 **City Council Chambers**

19
20 Mayor Pro Tem Simonsen called the meeting to order at 7:03 p.m. and welcomed those in
21 attendance. Toby Campbell, Troop 776, led the Pledge of Allegiance; Pastor Mike Pless, Good
22 Shepard Fellowship, gave a prayer.

23
24 **PUBLIC COMMENT**

- 25
- Mary Christensen- concerned about green space in city
 - Donette Dial – concerned about high school parking, consider less than 50% open space
- 26
27

28 **APPROVE MINUTES OF PREVIOUS MEETING – August 7, 2018**

29 Mayor Pro Tem Simonsen presented the minutes from the previous meeting. Councilwoman
30 Holbrook moved to approve the minutes and Councilman Higginson seconded the motion. Voting
31 was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting
32 “aye”.

33
34 **COUNCIL REPORTS**

35 Councilwoman commented on the last Concert in the Park and what a great summer it was
36 with all the music.

37
38 **CONSIDER APPROVAL OF:**

- 39 a. **WEEKLY EXPENDITURES > \$1,000 PAID JULY 30-31, AUGUST 6-7, 13-15, 2018**
40 b. **JUNE 2018 FINANCIAL REPORT**

41 Mayor Pro Tem Simonsen presented the expenditures/financial report and asked for a motion to
42 approve. Councilman Higginson moved to approve the weekly expenditures/reports and
43 Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris,
44 Higginson, Holbrook, Knight and Simonsen voting “aye”.

1 **CONSIDER APPROVAL OF THE REMOVAL OF THE EXISTING “NO PARKING**
2 **DURING SCHOOL HOURS” SIGNS NEAR BOUNTIFUL AND VIEWMONT HIGH**
3 **SCHOOLS – CHIEF TOM ROSS**

4 Chief Ross stated this has been an ongoing discussion for many years. The Traffic Safety
5 Committee met on July 10th to discuss this issue again. Many residents attended and discussed their
6 concerns with staff and police. Chief Ross stated that two working groups, one at each high school
7 will be formed, the SRO at each school will attend the driver’s education classes to discuss the new
8 parking and Mayor Lewis also suggested meeting with the Student Body Officers so that all the
9 students can be part of the solution. With the signs down, there will be no warning to the students.
10 Their vehicles will be towed immediately. Chief Ross stated he has the responsibility to find the
11 balance in the City. This is the best option right now, but a hard choice. Councilwoman Holbrook
12 stated this is not an easy subject and there is no perfect solution. Chief Ross agreed and will continue
13 to work with the school district, students and residents. Councilwoman Harris was pleased to hear
14 the school district was involved and felt that they need to feel the pressure too and to actively look for
15 more parking options.

16 Councilwoman Holbrook moved to approve the removal of the signs and Councilman
17 Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
18 Holbrook, Knight and Simonsen voting “aye”.
19

20
21 **CONSIDER APPROVAL OF ORDINANCE 2018-07 REGARDING TRAVEL AND**
22 **TRAINING PERSONAL USE EXPENDITURES – MR. TYSON BECK**

23 Mr. Beck stated Utah Code section 11-57, enacted into law during the 2017 legislative
24 session, prohibits the use of City funds for any type of intentional personal use expenditures. When
25 Bountiful City management became aware of this State law, employees were instructed to do their
26 best at separating any travel and training costs for personal use from City-required travel costs and
27 pay for them accordingly. Ordinance 2018-07 is being proposed as a solution to the problems
28 discussed. This would allow employees to book travel arrangements for family members and do
29 other travel-related personal expenditures using the City purchase card and still reimburse the City
30 long before the City’s bill came due. Councilwoman Holbrook asked if the 14 day grace period is
31 from the date of purchase or when the liability incurred. Mr. Beck replied from the date of purchase.
32 Councilman Higginson moved to approve Ordinance 2018-07 and Councilwoman Holbrook
33 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
34 Knight and Simonsen voting “aye”. Councilman Higginson stated the employees have already been
35 doing this process, so this has not been an issue.
36

37 **CONSIDER APPROVAL OF PRO BUILD CONSTRUCTION’S BID FOR THE**
38 **CONSTRUCTION OF THE HOLBROOK BOOSTER STATION IN THE AMOUNT OF**
39 **\$288,220 AND AUTHORIZING THE WATER DEPARTMENT TO PURCHASE MOTOR**
40 **CONTROL PANELS, PUMPS, MOTORS AND DISCHARGE HEADS IN THE TOTAL NOT-**
41 **TO-EXCEED AMOUNT OF \$79,986 – MR. LLOYD CHENEY**

42 Mr. Cheney stated the bid opening for the construction of the new booster station was held on
43 Tuesday, August 21, 2018, and nine proposals were received. In order to complete the project, the
44 purchase of additional equipment is necessary and was not included in the Booster Station contract.
45 Funding for this building and pumping equipment was initially included in the Water Department’s
46 Capital Budget in FY 2017-2018 (\$250,000). Fortunately, funds were included in the current FY

1 2018-2019 (\$350,000) for a booster station to be constructed at the 4th North Reservoir site.
2 Councilman Higginson made a motion to approve the bid and Councilwoman Harris seconded the
3 motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and
4 Simonsen voting “aye”.

5
6 **CONSIDER APPROVAL OF THE DOWNTOWN PLAZA SITE PLAN – MR. LLOYD CHENEY**

7
8 Mr. Cheney stated that this is the first phase of the project, but the scope of the project needed
9 to be reduced to accommodate the budget, but still include water features, restrooms, a
10 vendor/concession stand and other amenities. Councilwoman Harris asked if there are plans for
11 wi-fi. Mr. Cheney replied no, but it could be a possibility. Council discussed different elements of
12 the plaza from the elevation changes, the placement of the stage and other items. Mr. Gary Hill gave
13 an update on the possibility of an ice rink. The city is working with the SDRD and will present a
14 proposal to their board in three weeks. Mr. Cheney stated tonight’s approval is only for this phase of
15 the project. The ice rink and other projects will come back at a later time. Councilman Higginson
16 commented that he appreciates staff staying budget friendly. Councilman Knight made a motion to
17 approve the site plan and Councilman Higginson seconded the motion. Voting was unanimous with
18 Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting “aye”.

19
20 **CONSIDER APPROVAL OF THE PURCHASE OF TWO POLICE VEHICLES FROM**
21 **PERFORMANCE AUTO GROUP AND TONY DIVINO TOYOTA IN THE TOTAL**
22 **AMOUNT OF \$55,027 – CHIEF TOM ROSS**

23 Councilman Higginson made a motion to approve the purchase and Councilwoman Holbrook
24 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
25 Knight and Simonsen voting “aye”.

26
27 **CONSIDER APPROVAL OF THE QUOTE FROM OSMOSE UTILITIES SERVICES INC.**
28 **FOR POLE TESTING IN THE AMOUNT OF \$160,000 – MR. ALLEN JOHNSON**

29 Mr. Johnson stated that the Power Commission met this morning and all three items are
30 recommended for approval. The poles in question have already been reinforced, but this will test the
31 integrity of them. Councilwoman Harris made a motion to approve the quote and Councilman
32 Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
33 Holbrook, Knight and Simonsen voting “aye”.

34
35 **CONSIDER APPROVAL OF THE COST OF THE AMERICOM TECHNOLOGY BORING**
36 **BID EXTENSEION I THE AMOUNT OF \$314,435 – MR. ALLEN JOHNSON**

37 Mr. Johnson stated that Americom has been a great contractor to work with and they are
38 currently working on a couple other projects with the City. They are including a lot of these smaller
39 items within their cost amount. Councilman Higginson asked if they were the low bidder in the
40 original contract. Mr. Johnson said yes. Councilman Higginson made a motion to approve the
41 purchase and Councilwoman Holbrook seconded the motion. Voting was unanimous with
42 Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting “aye”.

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3 **CONSIDER APPROVAL OF THE PURCHASE OF A TRUCK SERVICE BODY FROM**
4 **MOUNTAIN STATES INDUSTRIAL SUPPLY/B/G IN THE AMOUNT OF \$35,862 – MR.**
5 **ALLEN JOHNSON**

6 Mr. Johnson stated this is only for the bed of a truck. The cab and chassis will be purchased
7 from a separate supplier than the new service body. The bids have been reviewed and the low bid
8 from Mountain States for the B/G service body from Mountain States Industrial Supply will meet the
9 needs. Councilwoman Harris made a motion to approve the purchase and Councilman Higginson
10 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
11 Knight and Simonsen voting “aye”. Councilman Higginson asked why the low delivery time. Mr.
12 Johnson stated it’s the same for everyone right now. Mr. Johnson gave an update on the 138
13 substation project. The transformer will be taken off-line mid-September and only one transformer
14 will be working until next year.

15
16 **CONSIDER PRELIMINARY SITE PLAN APPROVAL FOR A 12-PLEX MULTI-FAMILY,**
17 **ONE AND ONE APARTMENTS LOCATED AT 100 SOUTH AND 110 WEST, MR. BRIAN**
18 **KNOWLTON, APPLICANT – MR. CHAD WILKINSON**

19 Mr. Wilkinson stated this application was reviewed and the proposed building meets the
20 required setback and height standards for the DN Zone. Although it is not required to combine
21 the properties in order for the building to meet setbacks, the development of the building
22 requires the use of parking located on an adjacent parcel. Therefore, it is recommended that
23 either the parcels be combined or that an easement or agreement for shared parking be
24 recorded on the property to the south and east.

25 The Planning Commission reviewed and approved an application for Conditional Use
26 Permit at their August 14, 2018 meeting and forwarded a recommendation of approval to the
27 City Council for preliminary site plan approval for the proposed 12 unit multifamily building
28 subject to the following conditions:

- 29 1. Complete any and all redline corrections.
30 2. Prior to issuance of the building permit, either consolidate the parcels or provide a
31 shared parking and access agreement or easement in favor of the new development.
32 3. Submit a landscape plan meeting the minimum requirements of Sections 14-16- 104
33 and 14-16-109.

34 Councilman Higginson made a motion to approve the purchase and Councilwoman Harris
35 seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson, Holbrook,
36 Knight and Simonsen voting “aye”.

37
38 Councilman Higginson asked about the southern corner lot and if there was a project planned
39 there yet. Mr. Wilkinson said the bid was never completed, so there are no plans yet.

40
41 **CONSIDER PRELIMINARY SITE PLAN APPROVAL FOR ALPHAGRAPHS LOCATED**
42 **AT 265 SOUTH MAIN STREET AND 295 SOUTH MAIN STREET, MR. SPENCER**
43 **ANDERSON, APPLICANT – MR. CHAD WILKINSON**

44 Mr. Wilkinson explained that the proposed development is located on a 1.02 acre property
45 consisting of two parcels. Prior to construction of the proposed addition, the parcels will need to be
46 consolidated. Storm water will be collected on site in an underground detention facility with excess

1 flows conveyed to the existing storm drain system to the north in Main Street via new storm drain
2 lines installed in the existing soccer field property. Water and sewer will be provided from existing
3 lines in 300 South and Main Street and will include the extension of an 8-inch water line and onsite
4 fire hydrant. Mr. Rowland stated the contractor would like to start work immediately; before the
5 moratorium starts October 1st. If we have a final site plan, the City can extend his permit to continue
6 after October 1st. Councilman Higginson made a motion to approve the final site plan and
7 Councilwoman Harris seconded the motion. Voting was unanimous with Councilpersons Harris,
8 Higginson, Holbrook, Knight and Simonsen voting “aye”.

9
10 **CONSIDER APPROVAL OF ORDINANCE 2018-08 AMENDING THE DN ZONE TO**
11 **ALLOW PRIVATE SCHOOLS AS A CONDITIONAL USE – MR. CHAD WILKINSON**

12 Mr. Wilkinson stated that on August 7, 2018, the City Council approved a proposed text
13 amendment to add Private Schools to the list of allowed uses in the Downtown (DN) zone. The
14 attached ordinance will make that change official. No Public meeting is required to complete this.
15 Councilman Higginson made a motion to approve Ordinance 2018-08, Councilwoman Harris
16 seconded the motion. Voting “aye” were Councilpersons Harris, Higginson, Knight and Simonsen.
17 Voting “nay” was Councilwoman Holbrook. Ordinance 2018-08 passed with a 4-1 vote.

18
19 **CONSIDER PRELIMINARY AND FINAL SUBDIVISION APPROVAL FOR NATHAN’S**
20 **SUBDIVISION LOCATED AT 306 AND 292 WEST 400 NORTH, MR. NATHAN POLATIS,**
21 **APPLICANT – MR. PAUL ROWLAND**

22 Mr. Rowland stated there are a few concerns with this subdivision including the creek which
23 puts the property in a flood plain and because no sewer lines exist on 325 West, a sewer lateral will
24 need to be extended under Barton Creek culvert to meet the sewer main in the intersection of 600
25 North and 325 West. In addition, the Developer will be required to bond for and install the new
26 sewer lateral and pay the City to have the fire hydrant installed before any building permit will be
27 approved for this lot. The Planning Commission sends an affirmative recommendation for
28 preliminary and final approval of the Nathan’s Subdivision with the following conditions:

- 29 1. Provide a current title report.
- 30 2. Make all necessary red line corrections.
- 31 3. Post a bond for and install the sewer lateral in 325 West St. to serve lot 3.
- 32 4. Provide an elevation certificate for any home proposed on lot 3.
- 33 5. Pay all fees, including the new fire hydrant and the Storm Water Impact Fee.
- 34 6. Obtain approval from Davis County Flood Control for the creek easement.

35
36 Councilman Higginson asked if they need the County’s approval to dig under the creek. Mr.
37 Rowland replied not right now. Councilman Higginson made a motion to approve the final
38 subdivision approval and Councilwoman Holbrook seconded the motion. Voting was unanimous
39 with Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting “aye”.

40
41 **CONSIDER APPROVAL OF AN EASEMENT RELEASE AT 3055 SOUTH 600 WEST, MR.**
42 **ROGER BEATTIE, APPLICANT AND AUTHORIZING THE MAYOR TO SIGN THE**
43 **RELEASE DOCUMENT – MR. PAUL ROWLAND**

44 Mr. Rowland stated that Mr. Roger Beattie requesting the partial release of an easement
45 running through the middle of 3055 S. 600 West St. All of the interested utilities have reviewed this
46 request and agree that it is acceptable. Councilman Higginson made a motion to approve the

1 easement release and Councilwoman Holbrook seconded the motion. Voting was unanimous with
2 Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting “aye”.

3
4 **CONSIDER APPROVAL OF THE SELECTION OF JRCA ARCHITECTS AS THE**
5 **DESIGNERS OF THE BOUNTIFUL CITY HALL REMODEL – MR. PAUL ROWLAND**

6 Mr. Rowland stated that as the plaza design plans are underway, it is time to choose an
7 architect for the City Hall remodel. Proposals were received from five local (northern Utah) firms
8 and were evaluated by the committee. In the meeting to narrow the field for interviews the committee
9 realized that one firm’s proposal stood above the rest to the point that there was no real good reason
10 to conduct interviews, as it was felt that no information would be gained that would change the
11 standings. The number one selection for the committee is JRCA Architects. JRCA recently completed
12 the remodel of the Power Department headquarters building. The selection committee felt strongly
13 that project alone was a good reason to select JRCA, not to mention their extensive experience with
14 similar projects. After the decision was made, the JRCA fee proposal was reviewed and found to be
15 in line with local normal and customary fees for similar professional services. Councilwoman Harris
16 asked about the timeline. Mr. Rowland replied that in about one week, the scope of the project will
17 be determined. Most of the remodel will be interior, with few cosmetic changes outside. The staff
18 will relocate approximately May 2019 to a temporary office building. There is an expected 12 month
19 rebuild and a tentative 2020 move in date. Councilwoman Holbrook made a motion to approve the
20 architects and Councilman Higginson seconded the motion. Voting was unanimous with
21 Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting “aye”.

22
23 **CONSIDER APPROVAL OF ORDINANCE 2018-09 ENACTING TITLE 11, CHAPTER 4 OF**
24 **THE BOUNTIFUL MUNICIPAL CODE REGULATING THE PLACEMENT,**
25 **CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF WIRELESS**
26 **TELECOMMUNICATION FACILITIES IN THE RIGHT-OF-WAY – MR. CLINT DRAKE**

27 Mr. Drake stated that the Utah Legislature recently passed legislation mandating the use of
28 public rights-of-way for the use of small cell wireless telecommunication facilities. It is important
29 for Bountiful City to adopt its own ordinance to address the unique needs of our City. Mr. Drake
30 emailed a draft of the ordinance to the City Council members before tonight’s meeting, with a few
31 grammatical corrections noted and adding a section. Mr. Drake stated that Verizon is already very
32 interested in placing these facilities within the city. Councilman Higginson made a motion to
33 approve Ordinance 2018-09 and Councilwoman Holbrook seconded the motion. Voting was
34 unanimous with Councilpersons Harris, Higginson, Holbrook, Knight and Simonsen voting “aye”.

35
36 Mayor Lewis asked for a motion to adjourn the regular session of City Council. Councilman
37 Higginson made a motion to adjourn the meeting and Councilwoman Holbrook seconded the motion.
38 The regular session of the City Council was adjourned at 9:08 p.m.

39
40

Mayor

City Recorder

City Council Staff Report

Subject: Expenditures for Invoices > \$1,000 paid
August 20-21 & 27-28, 2018

Author: Tyson Beck, Finance Director

Department: Finance

Date: September 11, 2018



Background

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

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

Analysis

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

Department Review

This report was prepared and reviewed by the Finance Department.

Significant Impacts

None

Recommendation

Council should review the attached expenditures.

Attachments

Weekly report of expenses/expenditures for invoices equaling or exceeding \$1,000 paid August 20-21 & 27-28, 2018.

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 20, 2018**

<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>
1596	CATE RENTAL & SALES	Streets	10.4410.425000.	Equip Supplies & Maint	\$ 1,878.88	204532	Z22770	Paver Parts
1596	CATE RENTAL & SALES	Streets	10.4410.425000.	Equip Supplies & Maint	10,806.41	204532	Z22696	Track for Paver
1826	CUMMINS ROCKY MOUNTAIN	Streets	10.4410.425000.	Equip Supplies & Maint	1,446.87	204552	022-8055	Parts for Garbage Truck
9275	ENVIRONMENTAL PLANNING	Legislative	45.4110.473100.	Improv Other Than Bldgs	28,467.28	204556	8911	Phase 2 Downtown Plaza for July 2018
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist System Repair & Maint	1,695.79	204560	1064049	Misc. Parts
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist System Repair & Maint	5,973.04	204560	1063724	Gate Valves
7803	J-U-B ENGINEERS, INC	Water	51.5100.472100.	Buildings	1,797.69	204579	0118782	Project #83-16-044 Bountiful Water Treatment Plant
2765	JP ELECTRICAL, LC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,431.00	204583	W12838	Wall Mount and LED Lights
2765	JP ELECTRICAL, LC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,643.00	204583	W12841	2 LED Light Fixtures
2765	JP ELECTRICAL, LC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	2,209.00	204583	W12839	2 LED Light Fixtures
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,071.46	204585	2908	Patching
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,072.23	204585	2893	Patching
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,775.24	204585	2873	Patching
6665	MCLEAN, MICHAEL HUGH	Legislative	10.4110.492080.	Community Events-BntflComServCom	3,000.00	204589	08172018	Summer Concert Series
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	1,077.15	204592	S102755478.001	8" & 6" Mechanical Joints
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	1,736.43	204592	S102747913.002	8" Grip Ring
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	2,080.47	204592	S102751918.001	Parts
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	2,239.93	204592	S102747579.002	Brass Saddles
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	4,708.06	204592	S102747913.001	Gate Valves & Grip Rings
8040	OTTO ENVIRONMENTAL	Sanitation	58.5800.448010.	Garbage Containers	18,205.00	204600	INV-13987	350 Gallon Garbage Cans
5553	PURCELL TIRE AND SERVICE	Landfill	57.5700.425000.	Equip Supplies & Maint	19,999.10	204610	2870619	Tires for Landfill Loader
3830	SALT LAKE COMMUNITY	Light & Power	53.5300.423001.	Education Benefit	4,222.50	204615	SCE19-10	Tuition for Fall Apprenticeships 2018
9984	SPADE EXCAVATING INC	Light & Power	53.5300.474850.	CIP 15 Dist Sys Feeder#37?East	15,479.16	204620	08202018	Excavating 2018 Bountiful Waterline Projects
9984	SPADE EXCAVATING INC	Water	51.5100.473110.	Water Mains	256,516.69	204620	08202018	Excavating 2018 Bountiful Waterline Projects
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	1,434.38	204626	1449367	Flouride
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	4,285.13	204626	1449047	Chlorine
1973	UTAH DIVISION OF WATER	Storm Water	49.4900.422000.	Public Notices	1,750.00	204634	1970000174	Annual Stormwater Munipal Permit UTR090005
TOTAL:					<u>\$ 398,001.89</u>			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 21, 2018 - JUNE INVOICES FY 2018

<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>
10176	AUTO CRAFTERS AUTO	Liability Insurance	63.6300.451150.	Liability Claims/Deductible	\$ 4,279.81	204511	18824	Bountiful Police Officer involved accident
3924	JOHNSON CONTROLS	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,262.00	204512	84943422	Misc. Parts
3924	JOHNSON CONTROLS	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,496.00	204512	84950431	Misc. Parts
3875	SEMI SERVICE INC	Streets	45.4410.474500.	Machinery & Equipment	7,827.18	204513	W 121549	Hydraulic & Snow Plow Equipment & Parts
4033	STANTEC CONSULTING	Water	51.5100.431000.	Profess & Tech Services	11,920.62	204514	1336979	Source Protection Plan// Project #181300668
TOTAL:					<u>\$ 26,785.61</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 27, 2018**

<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>
1078	ALL STAR STRIPING, LLC	Streets	10.4410.448000. Operating Supplies	\$ 9,782.95	204653	4791	Road Striping
1102	ALPHA POWER SYSTEMS	Light & Power	53.5300.448630. Transmission	2,895.88	204654	117711IN	Switch Retro Kits
1164	ANIXTER, INC.	Light & Power	53.5300.448632. Distribution	1,824.75	204656	3977580-00	Fault Locators & Mini Wedges
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	1,053.76	204657	74K36518	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	2,107.52	204657	75F45518	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Legislative	10.4110.461000. Miscellaneous Expense	3,161.28	204657	75F45518	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Legislative	10.4110.461000. Miscellaneous Expense	4,215.04	204657	74K36518	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	5,268.80	204657	74K36418	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632. Distribution	5,268.80	204657	75F45418	Tree Trimming
1550	CALL CLIMATE	Light & Power	53.5300.448613. Plant	1,076.00	204663	15787	Repair A/C
1767	CONTEMPORARY IMAGE	Light & Power	53.5300.445202. Uniforms	6,844.00	204670	35015	FR Pants & Shirts
1767	CONTEMPORARY IMAGE	Light & Power	53.5300.445202. Uniforms	9,467.50	204670	35065	FR Uniform Shirts
1826	CUMMINS ROCKY MOUNTAIN	Police	10.4210.426000. Bldg & Grnd Suppl & Maint	3,992.28	204671	022-9501	Replaced Generator Control Board
2003	DUNCAN ELECTRIC SUPPLY	Light & Power	53.5300.448632. Distribution	1,756.02	204673	108216-1	Temp Power Pedistals
2126	FAIRBANKS SCALES	Landfill	57.5700.426000. Bldg & Grnd Suppl & Maint	1,391.00	204674	1406453	Scale Maintenance
10204	FREEBAIRN, STEVE & BROOKE	Streets	10.4410.473400. Concrete Repairs	6,436.20	204676	08272018	Home Owner's Concrete
9820	FX CONSTRUCTION INC	Water	51.5100.472120. Reservoirs	80,235.00	204677	4	Application 4// 400 N. Reservoir Project
10205	GOBLE SAMPSON ASSOC	Water	51.5100.472100. Buildings	10,604.00	204679	BINV0007062	Parts
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000. Bldg & Grnd Suppl & Maint	1,573.20	204682	13888	Turf Supplies
2501	HOGAN & ASSOCIATES	Water	51.5100.472100. Buildings	94,620.00	204683	12	Mueller Park Water Treatment Plant Upgrade 7/2018
2765	JP ELECTRICAL, LC	Government Buildings	10.4160.426000. Bldg & Grnd Suppl & Maint	2,594.00	204692	W12840	Add 2 wall packs on photocells w/lights
3365	OLD DOMINION BRUSH	Storm Water	49.4900.425000. Equip Supplies & Maint	1,093.72	204709	6303641	Brooms
5429	PERFORMANCE FORD LINCOLN	Light & Power	53.5300.448635. Vehicles	1,722.42	204712	782883	Parts & Service
5453	PLAYSPACE DESIGNS INC	Parks	10.4510.426000. Bldg & Grnd Suppl & Maint	3,720.00	204714	12210	Park Supplies
3549	PREMIER VEHICLE INSTALLATION	Police	45.4210.474500. Machinery & Equipment	1,274.15	204716	27699	Install Police Equipment
3549	PREMIER VEHICLE INSTALLATION	Police	45.4210.474500. Machinery & Equipment	1,707.45	204716	27764	Install Police Equipment
3723	RITER ENGINEERING CO	Light & Power	53.5300.448650. Meters	2,727.50	204723	201815746	13 Term Test Switch
9984	SPADE EXCAVATING INC	Light & Power	53.5300.474850. CIP 15 Dist Sys Feeder#377East	18,478.55	204728	40447	Excavating Bountiful Waterline Projects
9984	SPADE EXCAVATING INC	Water	51.5100.473110. Water Mains	174,208.73	204728	40447	Excavating Bountiful Waterline Projects
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000. Equip Supplies & Maint	1,315.05	204735	0279265	Bulk Oil
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000. Equip Supplies & Maint	24,755.36	204735	0278755	Fuel
5000	U.S. BANK CORPORATE	Parks	10.4510.448000. Operating Supplies	1,230.11	204736	08102018BH	Uniforms, Ph Bill// Acct #-8851
5000	U.S. BANK CORPORATE	Police	10.4210.423000. Travel & Training	1,619.74	204736	08102018TK	Orientation&CarSupplies//Acct #-8851
5000	U.S. BANK CORPORATE	Police	10.4210.422000. Public Notices	1,988.06	204736	08102018TK	Orientation&CarSupplies//Acct #-8851
5000	U.S. BANK CORPORATE	Legislative	10.4110.461750. Employee Wellness & Recognit'n	2,162.54	204736	08102018SC	Emp Reconitn //Acct #-8851
5000	U.S. BANK CORPORATE	Liability Insurance	63.6300.451150. Liability Claims/Deductible	3,852.90	204736	08102018CD	Prosecutor Lunch&Claim// Acct #-8851
5322	UCS WIRELESS	Streets	10.4410.425000. Equip Supplies & Maint	1,523.75	204737	75987	Portable & Mobile Radios
5322	UCS WIRELESS	Storm Water	49.4900.425000. Equip Supplies & Maint	1,523.75	204737	75987	Portable & Mobile Radios
5322	UCS WIRELESS	Landfill	57.5700.425000. Equip Supplies & Maint	1,523.75	204737	75987	Portable & Mobile Radios
5322	UCS WIRELESS	Sanitation	58.5800.425000. Equip Supplies & Maint	1,523.75	204737	75987	Portable & Mobile Radios
5322	UCS WIRELESS	Streets	10.4410.425000. Equip Supplies & Maint	1,975.00	204737	75984	Portable & Mobile Radios
5322	UCS WIRELESS	Sanitation	58.5800.425000. Equip Supplies & Maint	1,975.00	204737	75984	Portable & Mobile Radios
5322	UCS WIRELESS	Storm Water	49.4900.425000. Equip Supplies & Maint	2,370.00	204737	75984	Portable & Mobile Radios
5322	UCS WIRELESS	Landfill	57.5700.425000. Equip Supplies & Maint	3,755.00	204737	75984	Portable & Mobile Radios
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448621. Power Purch IPP	1,232.07	204739	08242018	Power Resources for July 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448628. Pineview Hydro	8,551.12	204739	08242018	Power Resources for July 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448622. Power Purch San Juan	157,604.05	204739	08242018	Power Resources for July 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448620. Power Purch CRSP	242,007.30	204739	08242018	Power Resources for July 2018
4341	UTAH ASSOCIATED MUNI	Light & Power	53.5300.448626. Power Purch UAMPS (Pool etc)	928,043.18	204739	08242018	Power Resources for July 2018
8034	WASATCH SOUND	Legislative	10.4110.492080. Community Events-BntfComServC	1,550.00	204742	08242018	Sound for Concerts in the Park
4528	WAXIE SANITARY SUPPLY	Police	10.4210.426000. Bldg & Grnd Suppl & Maint	2,077.72	204744	77664017	Bathroom Supplies
8798	WESTERN EMULSIONS	Streets	10.4410.473200. Road Materials - Overlay	1,474.90	204747	17-374321	Tack Oil/Overlay
7732	WINGFOOT CORP	Police	10.4210.426000. Bldg & Grnd Suppl & Maint	1,895.00	204749	101711	Janitorial Cleaning for Aug. 2018
TOTAL:				<u>\$ 1,858,629.60</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 28, 2018 - JUNE INVOICES FY 2018**

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>ORG DESC</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESC</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>FULL DESC</u>
1142	AMERICOM TECHNOLOGY	Light & Power	53.5300.474820.	CIP 12 Dist Sys Feeder #575	8,164.80	204640	52599	Vault Installation
2055	ELECTRICAL CONSULTANTS	Light & Power	53.5300.474740.	CIP 04 Trans Sys Ph7 NWSub-Rec	9,486.50	204643	77457	Transmission Phase from Dec.1-June 30,2018
2055	ELECTRICAL CONSULTANTS	Light & Power	53.5300.474740.	CIP 04 Trans Sys Ph7 NWSub-Rec	10,374.50	204643	77497	Transformer #2 Replacement in June 2018
2501	HOGAN & ASSOCIATES	Water	51.5100.472100.	Buildings	158,296.00	204645	11	Mueller Park Water Treatment Plant Upgrade 6/2018
2517	HOME DEPOT CREDIT SERVICES	Enhanced 911	10.4219.445100.	Public Safety Supplies	1,010.00	204646	4971154	Building Supplies
3271	NETWIZE	Enhanced 911	10.4219.445100.	Public Safety Supplies	6,616.30	204649	NWP36201	Police Watchdog Support
3271	NETWIZE	Information Technology	10.4136.425000.	Equip Supplies & Maint	9,245.77	204649	NWP36196	EMC Drives for SAN
3271	NETWIZE	Information Technology	45.4136.474500.	Machinery & Equipment	30,172.69	204649	NWP36201	Police Watchdog Support
7352	PRINCE, YEATES & GELDZAHLER	Planning	10.4610.431000.	Profess & Tech Services	1,543.49	204650	90503	Attorney Fees // Review in June 2018
					<u>\$ 234,910.05</u>			

City Council Staff Report

Subject: John Deere Backhoe
Author: Mark Slagowski
Department: Water Department
Date: September 11, 2018



Background

We included in our 2018 - 2019 budget funds to purchase a backhoe loader to replace our Caterpillar backhoe.

Analysis

We have received State contract pricing from Honnen Equipment for a John Deere 410L backhoe loader for a price of \$119,250 with their best warranty. We will trade in our old Caterpillar backhoe and will receive \$30,000 for it, which would make the total cost of the new backhoe \$89,250. Caterpillar had to go one size bigger than John Deere to meet our specifications so they could not be competitive with their pricing. Caterpillar's bid for the machine that met the spec was \$99,300 with trade in. We researched a possible lease but found it to be more expensive long term.

Department Review

I have reviewed the purchase of this backhoe with the appropriate staff and with the City Manager.

Recommendation

Staff recommends Council approve an amount of \$85,375 for the purchase of the John Deere backhoe and warranty which is included in this price.

Significant Impacts

The backhoe that this new John Deere will replace has not met our expected needs over the years so it will be great to be able to more effectively schedule our work with the right equipment.

Attachments

None

City Council Staff Report



Subject: Vehicle Purchase
Author: Chief Ross
Department: Police Department
Date: September 11, 2018

Background

The following is a request to approve the purchase of two police vehicles. Funding for these vehicles is included in our FY 2019 budget.

Analysis

The vehicles to be purchased are two 2019 Dodge Chargers assigned to the Patrol division. The Chargers will be purchased from Ken Garff Dodge at the Utah State Contract price of \$25,375. The total price for both vehicles is \$50,750 which is within the amount budgeted in our FY2019 budget.

The following vehicles will be sold;

2007 Dodge Charger with approximately 116,000 miles

2011 Dodge Charger with approximately 118,000 miles

Department Review

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

Recommendation

I respectfully request your approval to purchase two police vehicles in the amount of \$55,027. Thank you for your time and consideration in this matter.

Significant Impacts

Sufficient funds are currently budgeted.

Attachments

N/A

Council Staff Report

Subject: Preliminary and Final PUD Plat approval
Midtown Townhomes PUD
Author: City Engineer, Paul Rowland
Address: 83 N. 300 East
Date: Sept 11, 2018



Background

Mr. Brad Hutchings, owner of two duplexes at the corner of 300 East and 100 North is requesting preliminary and final PUD conversion approval for these four units. This is an existing two~twin-home style apartment development which is now requesting to be condominiumized for ownership purposes. This type of conversion is allowed under the Bountiful City zoning ordinance for developments with four or more units.

Analysis

This development met the requirements for parking and landscaping when it was granted site plan approval and has continued as a legal four unit apartment development ever since. The Bountiful City Zoning Ordinance provides that “any legally existing multi-family development...that does not have vertically stacked units may be platted as a PUD development regardless of whether or not it was developed under current or previous iterations of the Planned Development Overlay Zone”. One of the requirements for conversion is that the development must have at least 4 units, which this proposal meets.

Department Review

This has been reviewed by the Engineering, Planning and Legal Departments.

Significant Impacts

This change will have no impacts.

Recommended Action

The Planning Commission sends a positive recommendation for preliminary and final PUD plat approval for the Midtown Townhomes PUD with the following conditions:

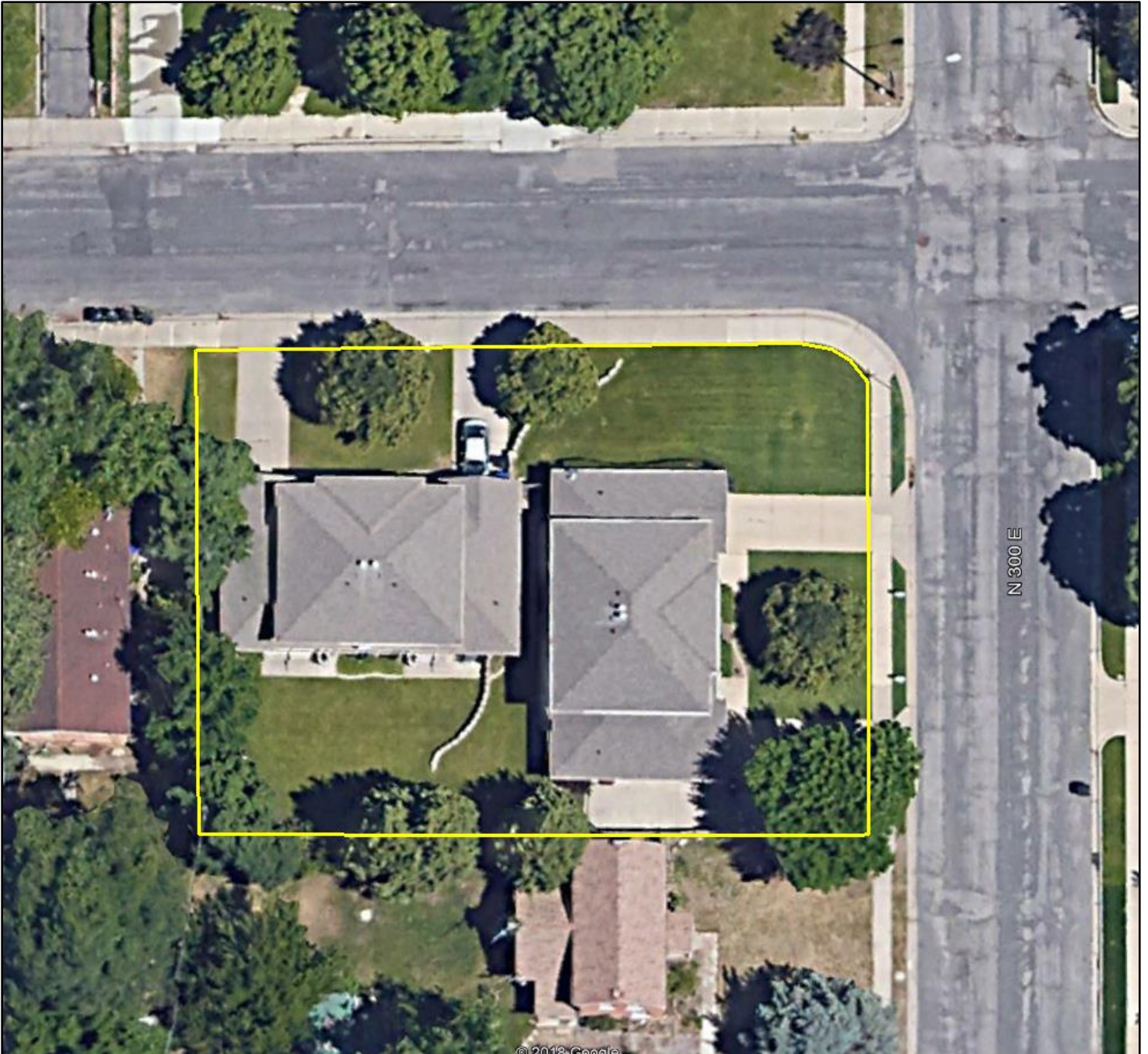
1. Submit a current Title Report.
2. Make any and all other redline corrections.
3. Pay the required fees.

Attachments

1. Aerial photo showing location of development.

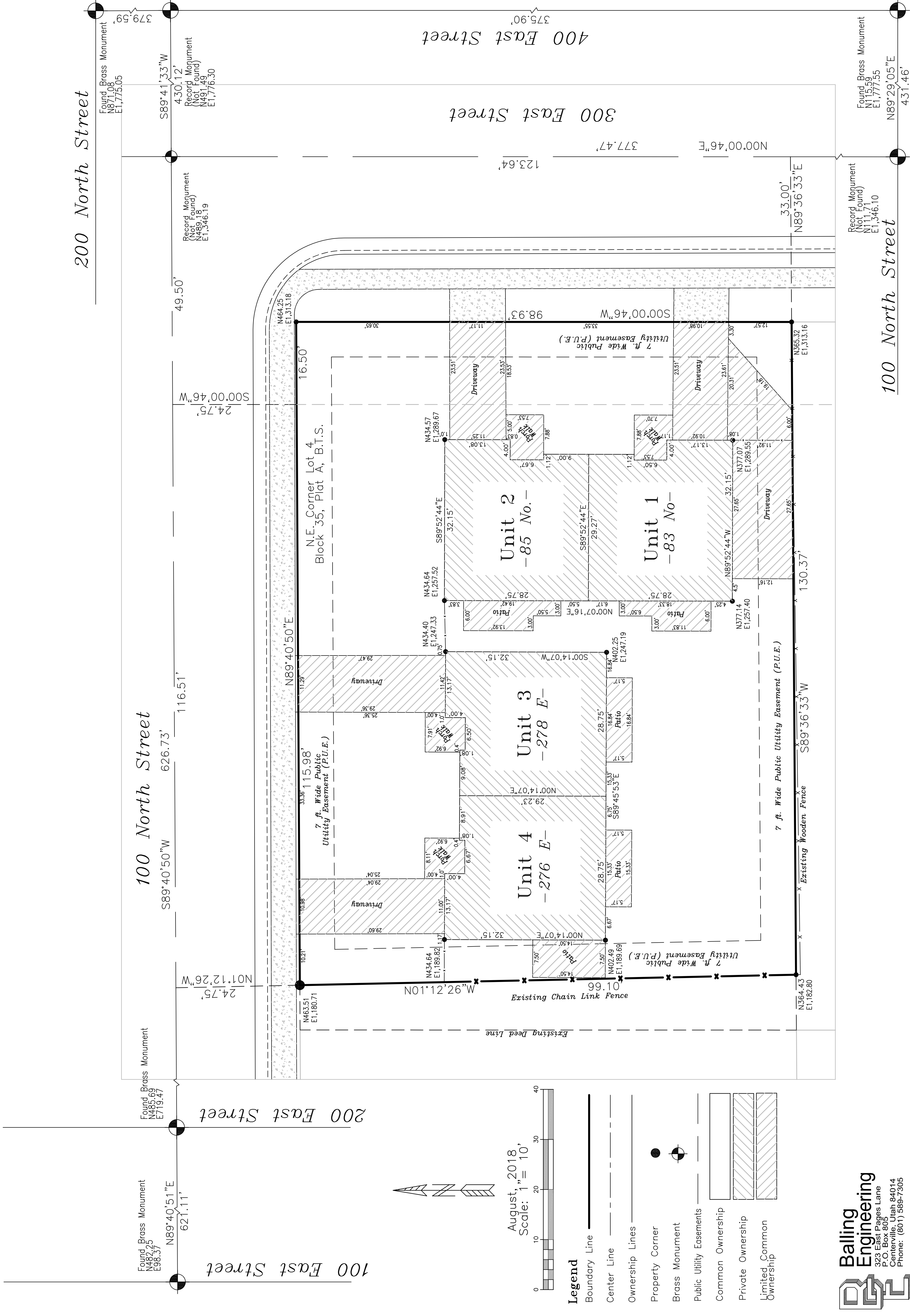
2. Plat of the proposed PUD.

Aerial Photo of the Midtown Townhomes PUD Site



Midtown Townhomes P.U.D.

Being a Part of the Southeast Quarter of Section 19, T.2N., R.1E., S.L.B. & M.
Also a Portion of Lot 4, Block 35, Plat A, Bountiful Townsite Survey
Bountiful City, Davis County, Utah



Boundary Description

Beginning at the Northeast Corner of Lot 4 of Block 35, Plat A, Bountiful Townsite Survey which point is also S89°41'33"W 430.12 ft. along the Centerline of 100 North Street to a Record Monument at the intersection of said 100 North Street and 300 East Street and S89°40'50"W 49.50 ft. along said Centerline of 100 North Street and S00°00'46"W 24.75 ft. from an Existing Brass Monument at the intersection of said 100 North Street and 400 East Street and running thence N89°40'50"E 16.50 ft. along the Extended North Line of said Block 35; thence S00°00'46"W 98.93 ft.; thence S89°36'33"W 130.37 ft. along an existing wooden fence; thence N01°12'26"W 99.10 ft. along an existing chain link fence; thence N89°40'50"E 115.98 ft. along said North Line of Block 35 to the point of beginning.
Containing 13,012 sq.ft..

Surveyor's Certificate

I, J. Scott Bailing, a Registered Land Surveyor holding Certificate No. 162195 as prescribed under the laws of the State of Utah, do hereby certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herewith and have subdivided said tract of land into Parcels hereafter to be known as "Midtown Townhomes Planned Unit Development".

Date: Utah Surveyor No. 162195

Owner's Dedication

Know all men by these presents that we the undersigned owners of the above described tract of land having caused the same to be developed as a Planned Unit Development as shown hereon and hereafter to be known as "Midtown Townhomes P.U.D." do hereby dedicate to Bountiful City for perpetual use all areas shown as Public Utility Easements (P.U.E.'s) for the installation, operation, and maintenance of any and all utilities necessary to serve this area and adjoining areas and do warrant and defend and save the city harmless against any easement or other encumbrances which will interfere with the city's use, maintenance and operation. We further dedicate to the Midtown Townhomes Homeowner's Association, for their use all areas shown on this plat as Common Areas and all Limited Common Areas as utility easements for the specific use of the Midtown Townhome Homeowner's Association.
In witness whereof we have hereunto set our hand this ____ day of _____, 2018.

Bradley Hutchings, Manager
L.H.M.S. LLC, A Utah Limited Liability Company

Acknowledgement

On this _____ day of _____, 2018, there personally appeared before me, the undersigned Notary Public, Bradley Hutchings, who duly acknowledged to me that he is the manager of L.H.M.S. L.L.C., a Utah Limited Liability Company which entity is the owner of the tract of land described hereon and that he signed it freely and voluntarily on behalf of said entity for the uses and purposes therein mentioned.

Notary Public: _____

Residence: _____

My Commission Expires: _____

Notes:

1. All Easements Shown are Typical Public Utility Easements Dedicated to Bountiful City.



<p>Approved this _____ day of _____, 2018.</p> <p>City Attorney's Approval</p> <p>_____ Bountiful City Attorney</p>	<p>Approved this _____ day of _____, 2015.</p> <p>City Engineer's Approval</p> <p>_____ Bountiful City Engineer</p>	<p>Approved this _____ day of _____, 2018.</p> <p>Planning Commission Approval</p> <p>_____ Chairman, Planning Commission</p>	<p>Approved this _____ day of _____, 2018, at _____ of _____, 2018, at _____ of Official Records.</p> <p>Bountiful City Council Approval</p> <p>Presented to the City Council of Bountiful City, Utah, this _____ day of _____, 2018, at which time this subdivision was approved and accepted.</p> <p>Mayor: _____ City Recorder Attest: _____</p>
<p>Entry No. _____ Fee Paid _____ Filed for Record _____</p> <p>and Recorded this _____ day of _____, 2018, at _____ of Official Records.</p> <p>Page _____</p> <p>By: _____ Davis County Recorder Deputy Recorder _____</p>			

City Council Staff Report

Subject: Final Site Plan for a 12 unit multifamily development
Author: Chad Wilkinson, City Planner
Address: 105 S. 100 West
Date: September 11, 2018



Description of Request:

The applicant, Knowlton General, requests final site plan approval for a 12 unit multifamily development located at 105 S 100 West. The property is located within the DN (Downtown) zone.

Background and Analysis:

The project received preliminary site plan review from the Planning Commission on August 14 and preliminary approval from the City Council on August 28. There were no significant changes required as a part of the preliminary approval. The applicant has submitted final landscape plans for the development in order to comply with previous conditions of approval. As discussed in the previous review, the development of the building requires the use of parking located on the adjacent parcel. Therefore, a condition of approval has been included that requires either the parcels be combined or that an easement or agreement for shared parking be recorded on the property to the south and east.

Department Review

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

Significant Impacts

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

Recommended Action

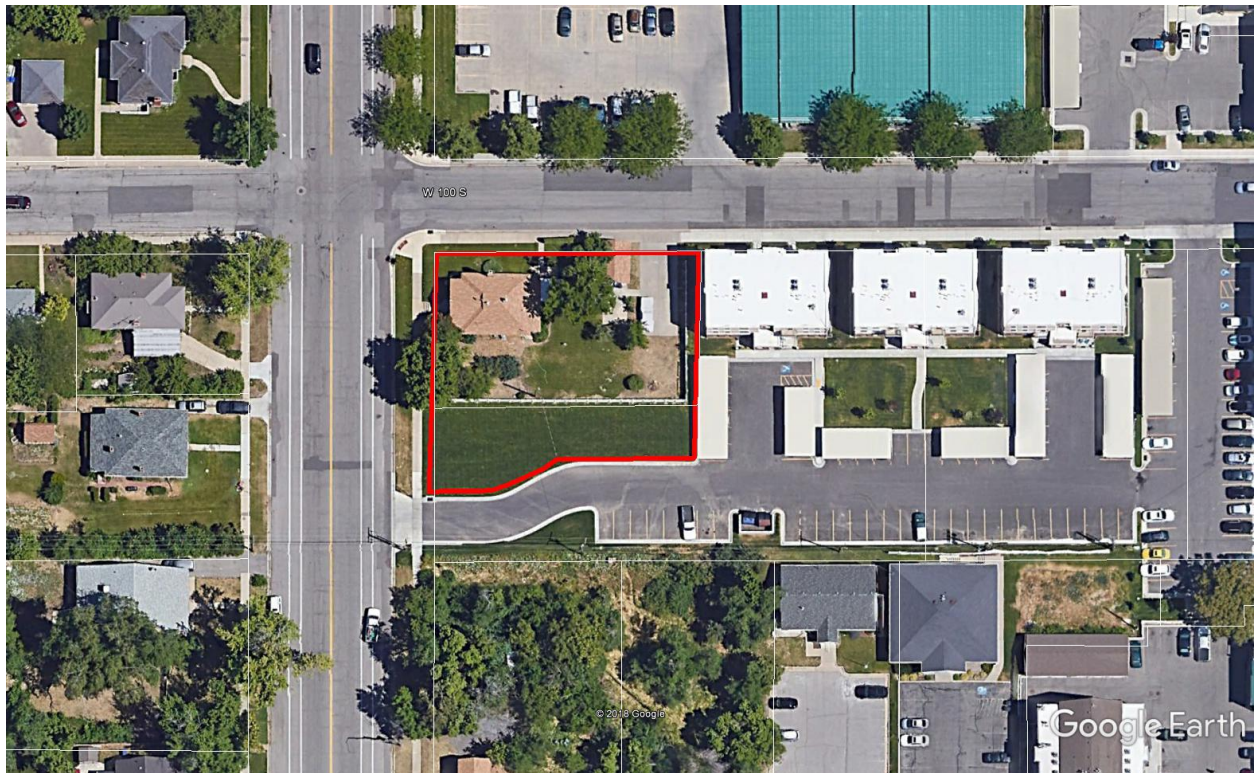
The Planning Commission reviewed the application at their September 4, 2018 meeting and forwards a recommendation of approval to the City Council for final site plan for the proposed 12 unit multifamily building subject to the following condition:

1. Prior to issuance of the building permit, either consolidate the parcels or provide a shared parking and access agreement or easement in favor of the new development.

Attachments

1. Aerial photo
2. Site and utility plans
3. Landscape Plan
4. Building elevations

Aerial Photo



ONE AND ONE

100 South 100 West Bountiful, UT 84010
 OWNERS: Hepworth Investment Group LLC
SITE PLAN REVIEW | 07.20.2018



VIEW FROM CORNER OF 100S AND 100W

1
GI001

DRAWING LIST:

Sheet Number	Sheet Name
GI001	COVER SHEET
A0	SITE PLAN
A0.1	UTILITY PLAN
A1	FLOOR PLANS
A2	EXTERIOR ELEVATIONS
A3	EXTERIOR ELEVATIONS
A4	EXTERIOR VIEWS
A5	ENLARGED UNIT PLANS

PROJECT INFORMATION:

PROJECT TYPE:	RESIDENTIAL MULTI-FAMILY
BUILDING USE:	RESIDENTIAL APARTMENTS
OCCUPANCY:	R-2 (RESIDENTIAL)
AREA TABULATIONS:	GROUND FLOOR (APARTMENTS) = 4,953 SF +/-
	SECOND FLOOR (APARTMENTS) = 4,953 SF +/-
	THIRD FLOOR (APARTMENTS) = 4,953 SF +/-
	FOURTH FLOOR (APARTMENTS) = 4,953 SF +/-
	TOTAL = 14,859 SF +/-
UNIT COUNTS:	2-BEDROOM APARTMENTS = 12 UNITS
PARKING COUNTS:	2-BEDROOMS: 2 UNITS x 2.25 STALLS/UNIT = 27 STALLS
TOTAL PROVIDED BY EXISTING DEVELOPMENT (INCLUDES 2 H.C.) = 63 STALLS	
TOTAL REQUIRED BY EXISTING DEVELOPMENT = 41 STALLS	
TOTAL SPACES REQUIRED (EX + NEW) = 68 STALLS	
ADDITIONAL SPACES REQUIRED = 5 STALLS	
SPACES ADDED (INCLUDES 1 H.C.) = 8 STALLS	
LANDSCAPE TABULATION:	PROPERTY AREA = 82.5' X 140' = 11,550 SF
	LANDSCAPE AREA REQUIRED
	10% OF LOT = 1,155 SF
	+ 50 SF/UNIT = 600 SF
	TOTAL = 1,755 SF
	LANDSCAPE AREA PROVIDED = 5,016 SF
BUILDING HEIGHT	MAXIMUM = 35'-0" FOR 50' FROM 100 W
	45' FOR REST OF SITE
	36'-0" TO T.O. PARAPET
	33'-0" TO T.O. ROOF
	ACTUAL =
BUILDING LENGTH	MAXIMUM = 2x MAXIMUM HEIGHT = 2 X 45' = 90'
	ACTUAL = 90'

VICINITY MAP:



SITE MAP:



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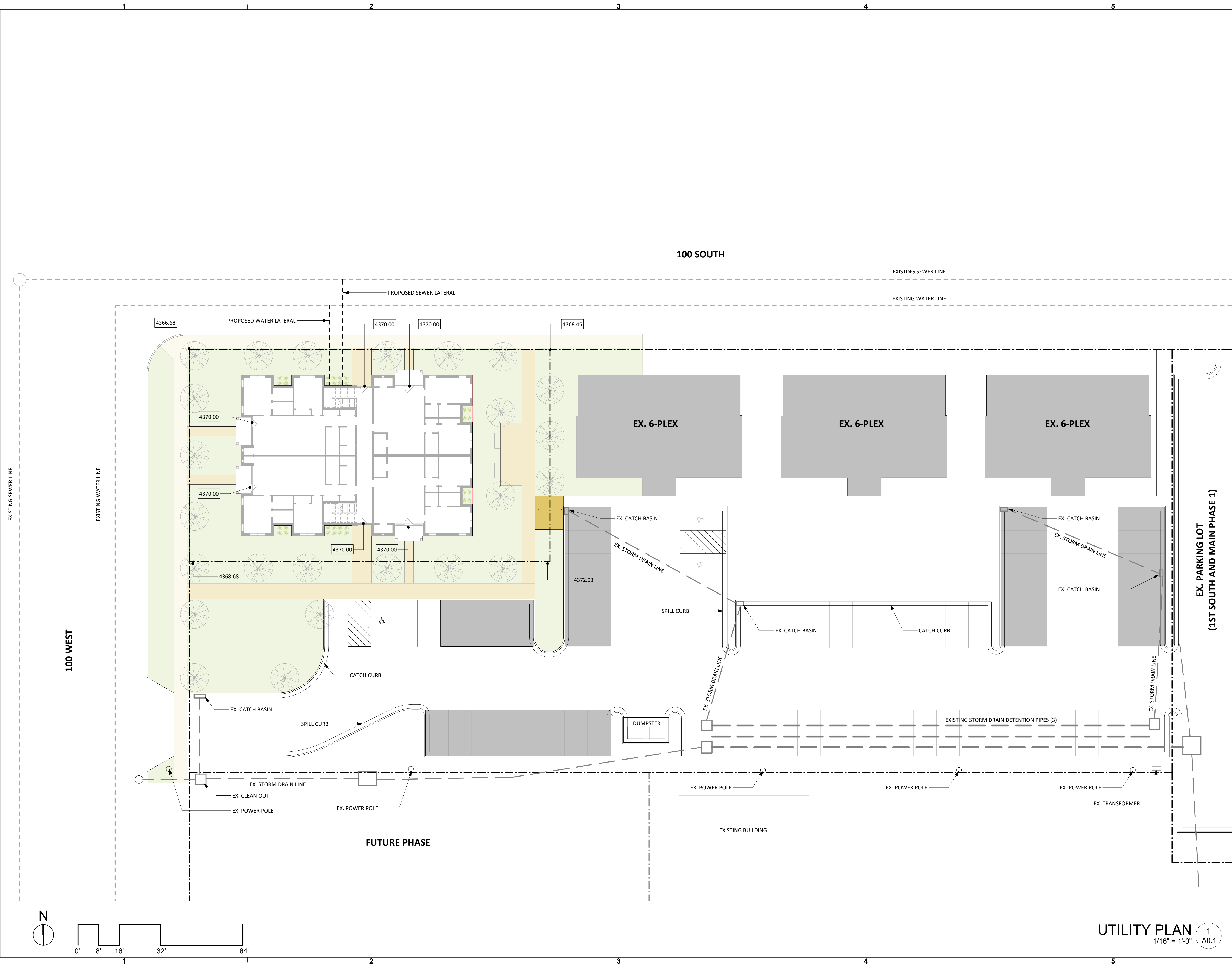
No.	Description	Date

ONE AND ONE COVER SHEET

Project Status	SITE PLAN REVIEW
Project Number	18_0021
Date	07.20.2018
Drawn by	DJY
Checked by	EGE
GI001	
Scale	

ALL IDEAS, DESIGNS, ARRANGEMENTS, AND PLANS INDICATED OR REPRESENTED IN THIS DRAWING ARE OWNED BY AND THE PROPERTY OF PROCESS STUDIO PLLC AND WERE CREATED, EVOLVED, AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THIS SPECIFIED PROJECT. NONE OF THE IDEAS, DESIGNS, ARRANGEMENTS, OR PLANS SHALL BE USED BY OR DISCLOSED TO ANY PERSON, FIRM, OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT WRITTEN CONSENT OF PROCESS STUDIO PLLC. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE BE NOTIFIED OF ANY VARIATION FROM THE DIMENSIONS AND CONDITIONS SHOWN BY THESE DRAWINGS. WARNING: REPRODUCTION HEREOF IS A CRIMINAL OFFENSE. UNAUTHORIZED DISCLOSURE MAY CONSTITUTE TRADE SECRET MISAPPROPRIATION IN VIOLATION OF LAW.

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100 WEST

100 SOUTH

EX. PARKING LOT
(1ST SOUTH AND MAIN PHASE 1)

FUTURE PHASE

EXISTING BUILDING

UTILITY PLAN 1
1/16" = 1'-0" A0.1

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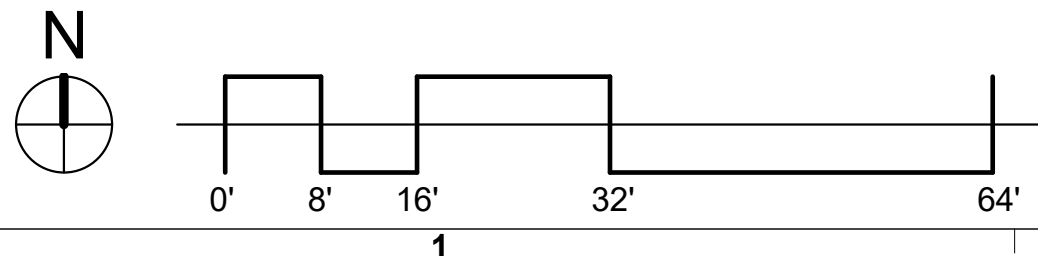
No.	Description	Date

ONE AND ONE
UTILITY PLAN

Project Status	SITE PLAN REVIEW
Project Number	18_0021
Date	07.20.2018
Drawn by	DJY
Checked by	EGE

A0.1

Scale 1/16" = 1'-0"



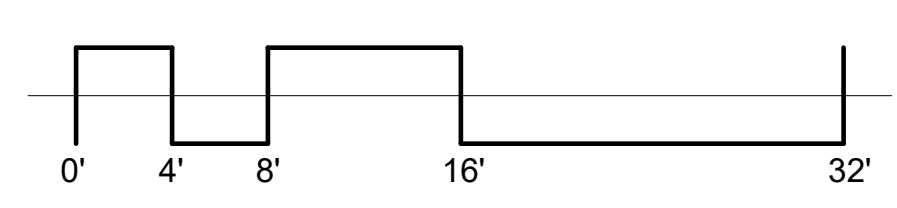
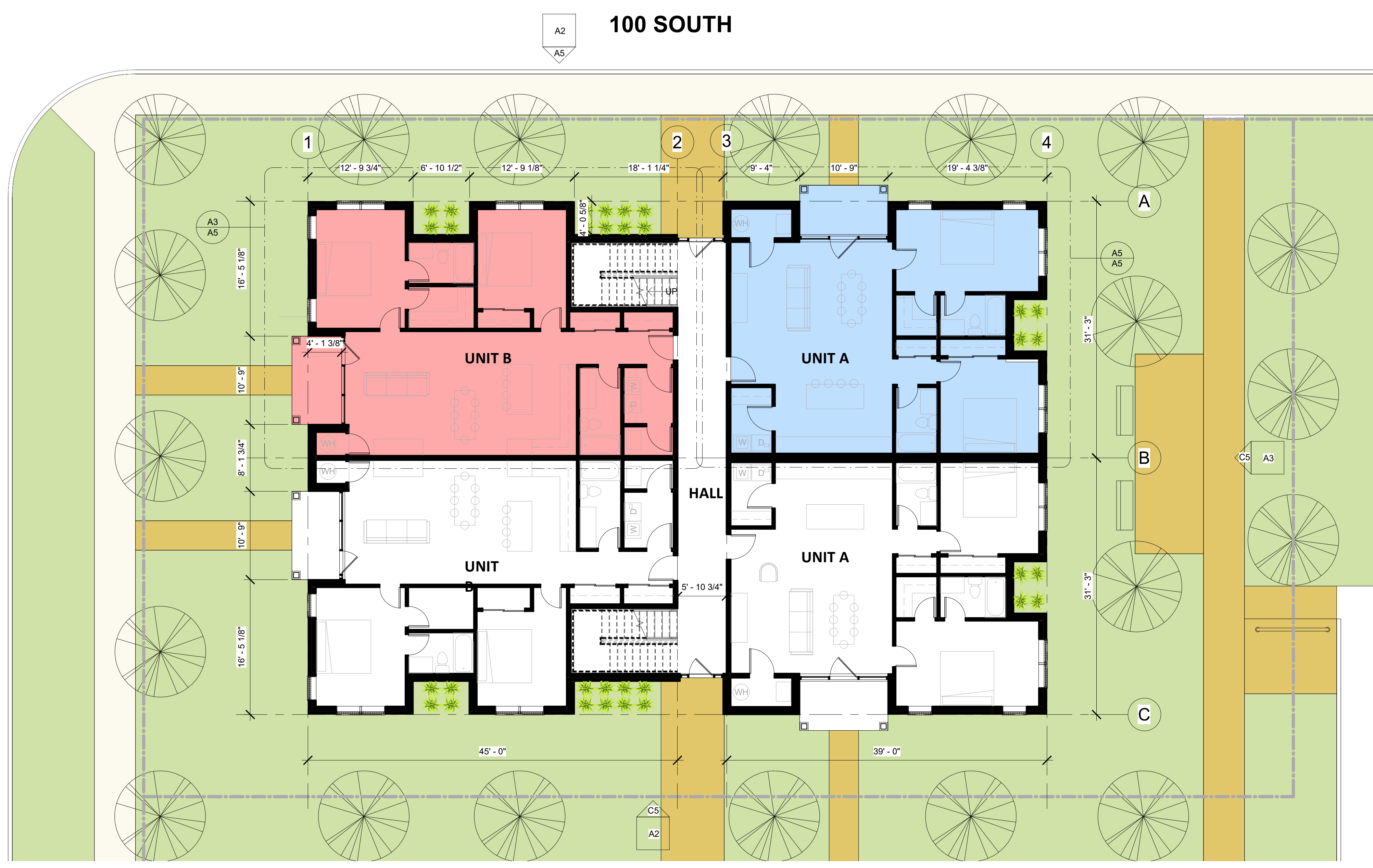
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UNIT INFORMATION:

UNIT A (GROSS):	1,112 SF
QTY A:	6 UNITS
UNIT B (GROSS):	1,137 SF
QTY B:	6 UNITS
OVERALL FLOOR PLATE (GROSS):	4,953 SF
TOTAL BLDG SF (GROSS):	14,859 SF



TYPICAL FLOOR PLAN
 1/8" = 1'-0"

No.	Description	Date

ONE AND ONE FLOOR PLANS

Project Status	SITE PLAN REVIEW
Project Number	18_0021
Date	07.20.2018
Drawn by	DJY
Checked by	EGE

A1

Scale 1/8" = 1'-0"

7/19/2018 11:49:59 AM

1 2 3 4 5

D

D

C

C

B

B

A

A

1 2 3 4 5

38

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PARKING LOT ELEVATION C5
1/4" = 1'-0" A2



100 SOUTH ELEVATION A5
1/4" = 1'-0" A2

- T.O. PARAPET (04) 35' - 6"
- T.O. ROOF (04) 32' - 0"
- T.O. FLOOR (03) 22' - 0"
- T.O. FLOOR (02) 12' - 0"
- T.O. SLAB (01) 0' - 0"

- T.O. PARAPET (04) 35' - 6"
- T.O. ROOF (04) 32' - 0"
- T.O. FLOOR (03) 22' - 0"
- T.O. FLOOR (02) 12' - 0"
- T.O. SLAB (01) 0' - 0"

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No.	Description	Date

**ONE AND ONE
EXTERIOR
ELEVATIONS**

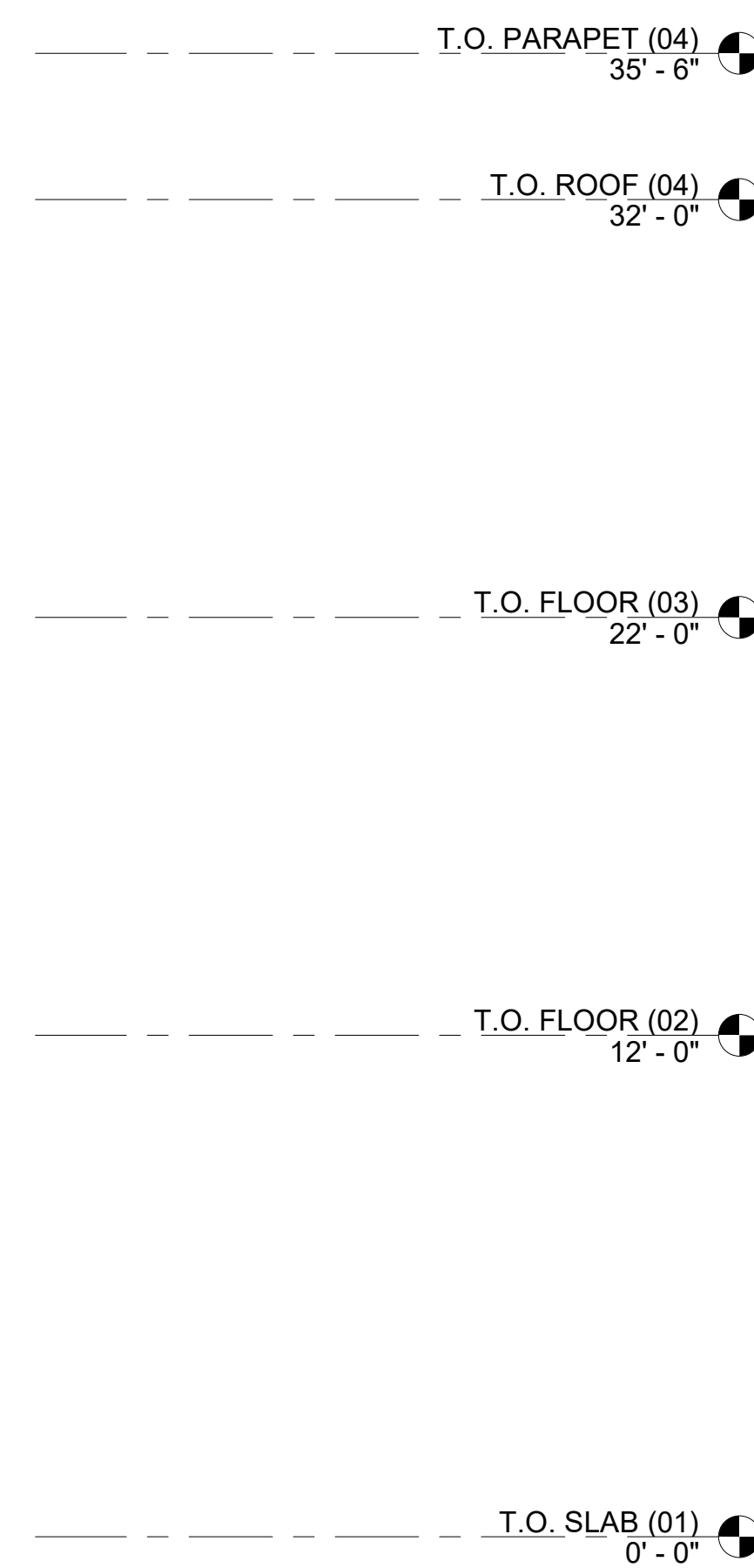
Project Status	SITE PLAN REVIEW
Project Number	18_0021
Date	07.20.2018
Drawn by	DJY
Checked by	EGE

A2

Scale: 1/4" = 1'-0"

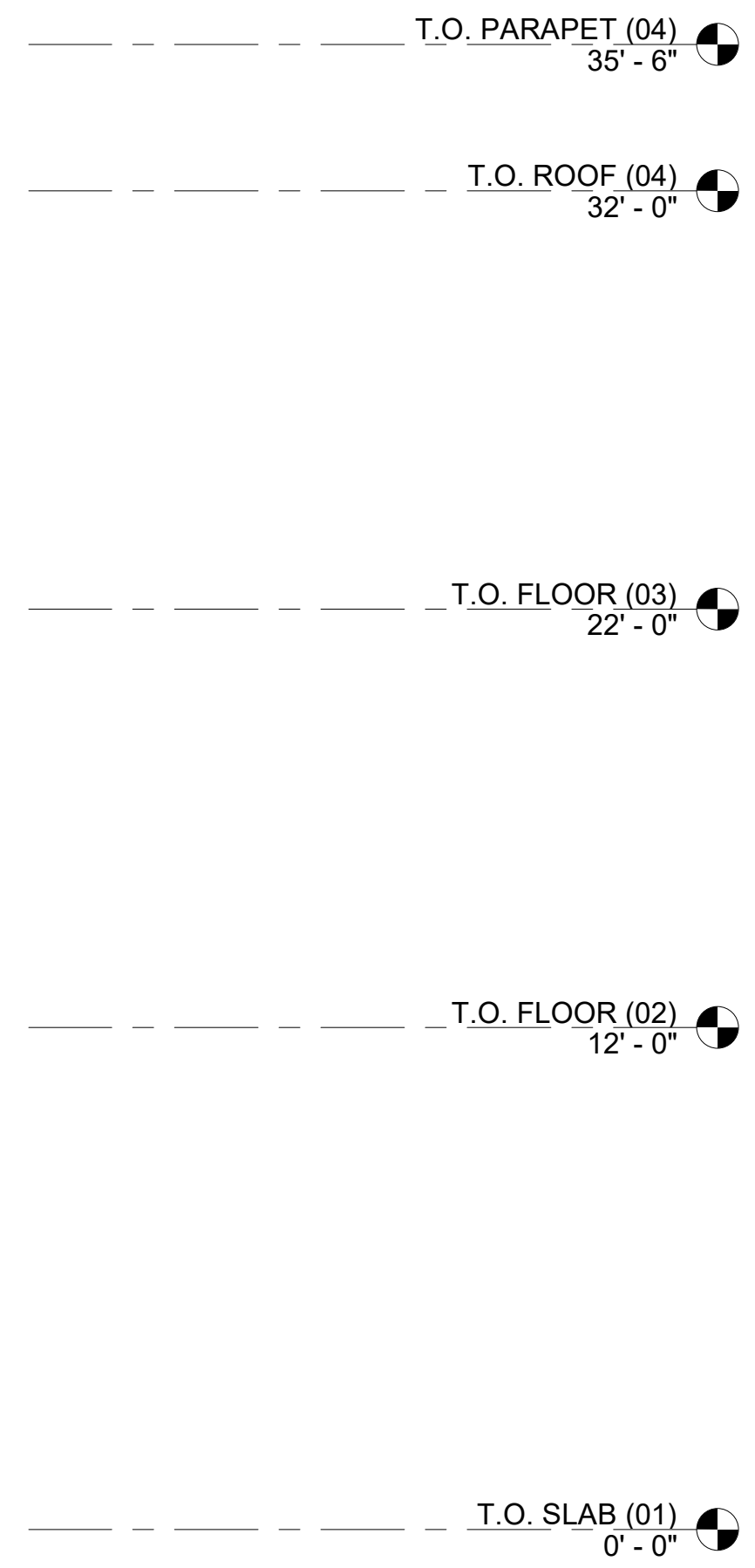
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NOTE: ONLY PARAPET EXCEEDS 35' MAX. IT IS AN ARCHITECTURAL ELEMENT ONLY.



PEDESTRIAN WALKWAY ELEVATION C5
1/4" = 1'-0" A3

NOTE: ONLY PARAPET EXCEEDS 35' MAX. IT IS AN ARCHITECTURAL ELEMENT ONLY.



100 WEST ELEVATION A5
1/4" = 1'-0" A3

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No.	Description	Date

ONE AND ONE EXTERIOR ELEVATIONS

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Drawn by	DJY
Checked by	EGE

A3

Scale 1/4" = 1'-0"

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OVERVIEW B3
A4



VIEW FROM PARKING LOT B5
A4



100 SOUTH ENTRANCE A3
A4



VIEW FROM PARKING ENTRANCE A5
A4

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No.	Description	Date

ONE AND ONE
EXTERIOR VIEWS

Project Status **SITE PLAN REVIEW**
Project Number **18_0021**
Date **07.20.2018**
Drawn by **DJY**
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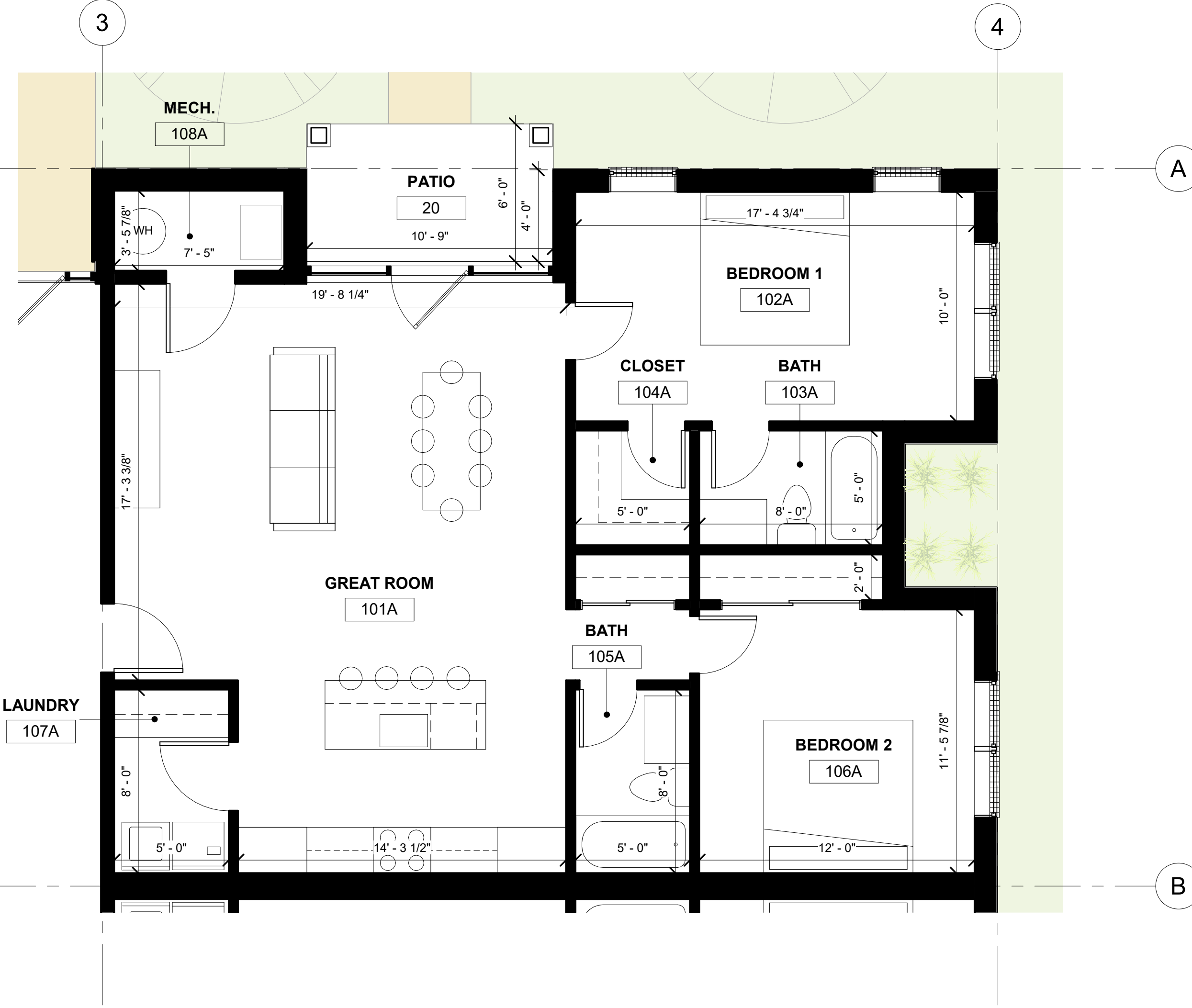
A4

Scale

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UNIT B PLAN A3
1/4" = 1'-0"
A5



UNIT A PLAN A5
1/4" = 1'-0"
A5

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No.	Description	Date

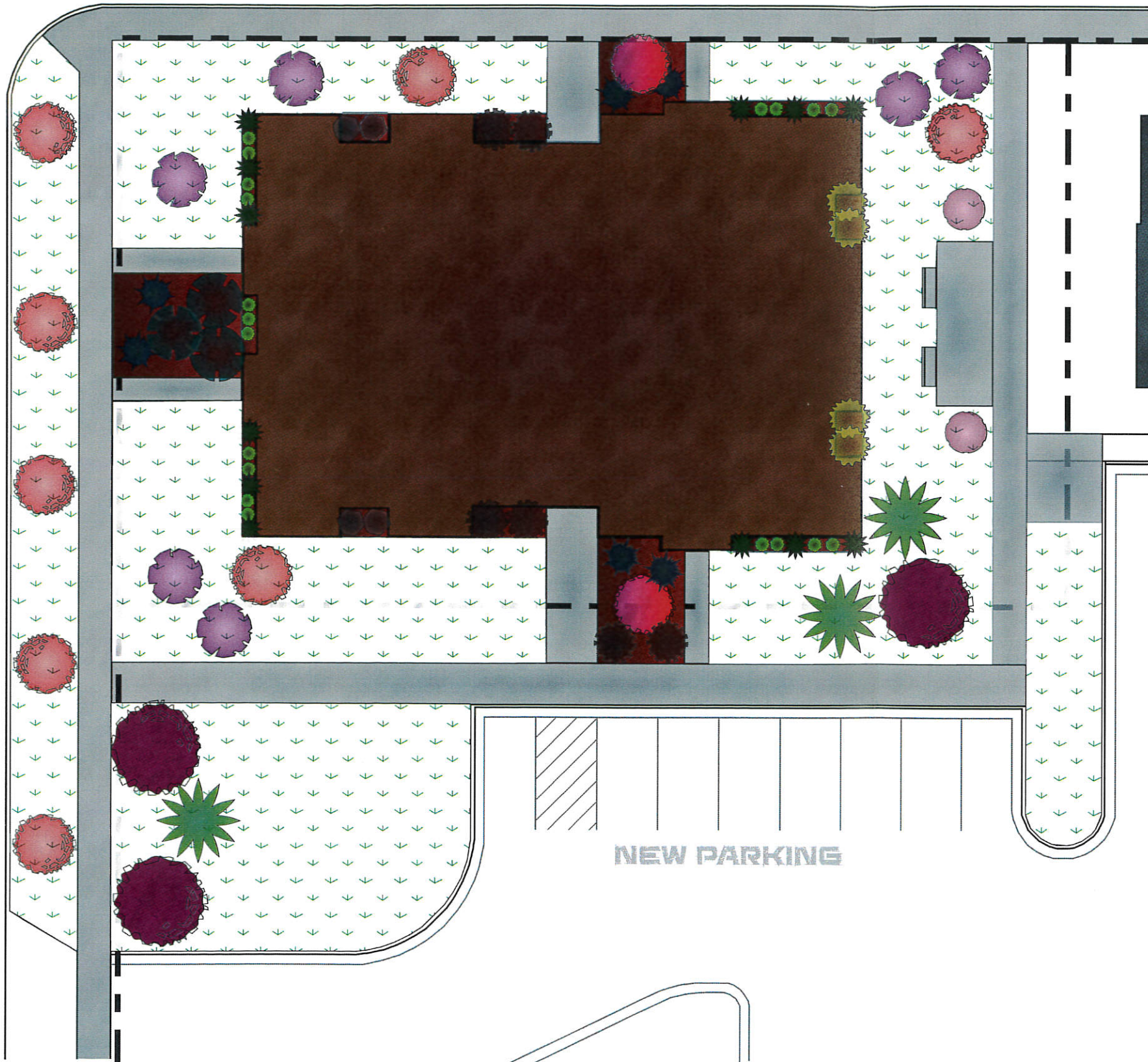
ONE AND ONE ENLARGED UNIT PLANS

Project Status	SITE PLAN REVIEW
Project Number	18_0021
Date	07.20.2018
Drawn by	DJY
Checked by	EGE
Scale	1/4" = 1'-0"














A5

100 S

100 W



Landscape

Annuals-Perennials		
19		Daylily 1 Gallon
Ground Cover-Vines		
12		Karl Foerster Grass 1 gal
Shrubs Under 4 Feet		
4		Dogwood, Red Bark 5 Gallon
6		Spirea, 'Anthony Waterer' 5 Gallon
4		Spirea, 'Gold Flame' 5 Gallon
Trees		
3		Aspen, Swedish Col. 5 gallon
3		Cedar, Deodor Golden B & B
6		Cedar, Weeping Atlas 2"
8		Maple, Autumn Flame 5 gallon
6		Maple, Crimson King 5 gallon
2		Maple, Japanese 'Bloodgood' 2 to 2 1/2
3		Maple, Norway 2"
2		Sweet Gum 5 gallon



COMPANY:
 Seasons Four Landscape
 640 N Main St.
 North Salt Lake, UT 84054
 801-694-3141

SHEET DESCRIPTION:
 Landscape

PROJECT:
 One and One
 100 S 100 W
 Bountiful, UT 84010

REVISIONS:
 None

DATE:
 8/21/18

JOB NUMBER:
 254

DRAWN BY:
 CDP

CHECKED BY:
 TL

SCALE:
 1" = 8'

SHEET:
 1 of 2

received
 8-23-18

City Council Staff Report



Subject: Amendment to Lease Agreement
(Bountiful Ridge) – Verizon Wireless
Author: Clinton Drake
Dept: Legal
Date: 11 September 2018

Background

In July of 2017 the Bountiful City Council approved a cell tower site and lease agreement for Verizon Wireless at the Bountiful Ridge Golf Course. After approval, the Power Department noticed that the original approved location for the tower cabinets was directly above a high voltage power line. In order to avoid interference with the power line, the area to be leased must be shifted slightly.

Analysis

Because of the high voltage line, the cell tower location, including support equipment locations had to be moved. The proposed lease areas are located in the same area (parking lot area of the Golf Course) as the original lease. The new locations can be seen in the attached First Amendment to Land Lease Agreement which includes all amendments to the Agreement, including legal descriptions and updated site plan.

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 First Amendment to Land Lease Agreement with Verizon Wireless.

Attachments

First Amendment to Land Lease Agreement (including updated site plan)

FIRST AMENDMENT TO LAND LEASE AGREEMENT

This FIRST AMENDMENT TO LAND LEASE AGREEMENT (“Amendment”) is made this _____ day of _____, 201____, by and between Bountiful City (“Lessor”) and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (“Lessee”).

RECITALS

A. This Amendment pertains to that certain Land Lease Agreement dated July 25, 2017 (the “Agreement”) for the lease of certain premises (“Premises”) located at 2430 South Bountiful Boulevard, Bountiful, County of Davis, State of Utah 84010 (the “Property”), as described on Exhibit “A” attached hereto and made a part hereof.

B. The parties desire to amend the Agreement to replace Exhibit “B” of the Agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herewith as if fully set forth herein.
2. Premises; Exhibit “B”. The Agreement is hereby amended to identify the new location of Lessee’s Premises, as generally shown on Exhibit “B” attached hereto and made a part hereof. Exhibit “B” to the Agreement is hereby deleted and replaced with Exhibit “B” attached hereto and incorporated herein.
3. Full Force and Effect. Except as expressly amended herein the Agreement is unmodified and remains in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall be controlling. In addition, except as otherwise stated in this Amendment, all initially capitalized terms will have

the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this Amendment.

LESSOR: Bountiful City, a corporation

By: _____
Name: _____
Title: _____
Date: _____

LESSEE: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

The Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian. Also, that portion of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 32, Township 2 North, Range 1 East, Salt Lake Base and Meridian lying Northwesterly of Bountiful Boulevard.

Tax ID: Part of 05-043-0012

EXHIBIT "B"
DESCRIPTION OF THE PREMISES

VERIZON WIRELESS EQUIPMENT LEASE AREA DESCRIPTION:

LOCATED IN THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89°48'50" WEST 487.88 FEET ALONG SECTION LINE AND SOUTH 2685.76 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 20°00'36" WEST 20.00 FEET; THENCE NORTH 69°59'24" WEST 23.00 FEET; THENCE NORTH 20°00'36" EAST 20.00 FEET; THENCE SOUTH 69°59'24" EAST 23.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 460 SQ. FT. OR 0.011 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS LIGHT POLE LEASE AREA DESCRIPTION:

BEGINNING AT A POINT LOCATED SOUTH 89°48'50" WEST 531.62 FEET ALONG SECTION LINE AND SOUTH 2534.24 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 11°09'48" WEST 18.00 FEET; THENCE NORTH 78°50'12" WEST 18.00 FEET; THENCE NORTH 11°09'48" EAST 18.00 FEET; THENCE SOUTH 78°50'12" EAST 18.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 324 SQ. FT. OR 0.007 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS CABLE UTILITY EASEMENT DESCRIPTION:

A 8 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 4 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF THE VERIZON WIRELESS EQUIPMENT LEASE AREA, SAID POINT BEING SOUTH 89°48'50" WEST 511.45 FEET ALONG SECTION LINE AND SOUTH 2683.20 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 38°28'17" WEST 71.36 FEET; THENCE NORTH 09°01'43" EAST 78.01 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE VERIZON WIRELESS LIGHT POLE LEASE AREA AND TERMINATING.

CONTAINS: 0.027 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:

A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, AND INSTALLING UNDERGROUND UTILITIES, BEING 6 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF THE VERIZON WIRELESS EQUIPMENT LEASE AREA, SAID POINT BEING SOUTH 89°48'50" WEST 496.33 FEET ALONG SECTION LINE AND SOUTH 2682.66 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 39°51'59" EAST 73.47 FEET; THENCE SOUTH 55°24'54" EAST 135.55 FEET; THENCE SOUTH 51°48'30" EAST 75.28 FEET; THENCE SOUTH 45°09'05" EAST 268.48 FEET, MORE OR LESS, TO NORTHWESTERLY RIGHT-OF-WAY LINE OF BOUNTIFUL BOULEVARD AND TERMINATING.

CONTAINS: 0.152 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS UTILITY EASEMENT DESCRIPTION:

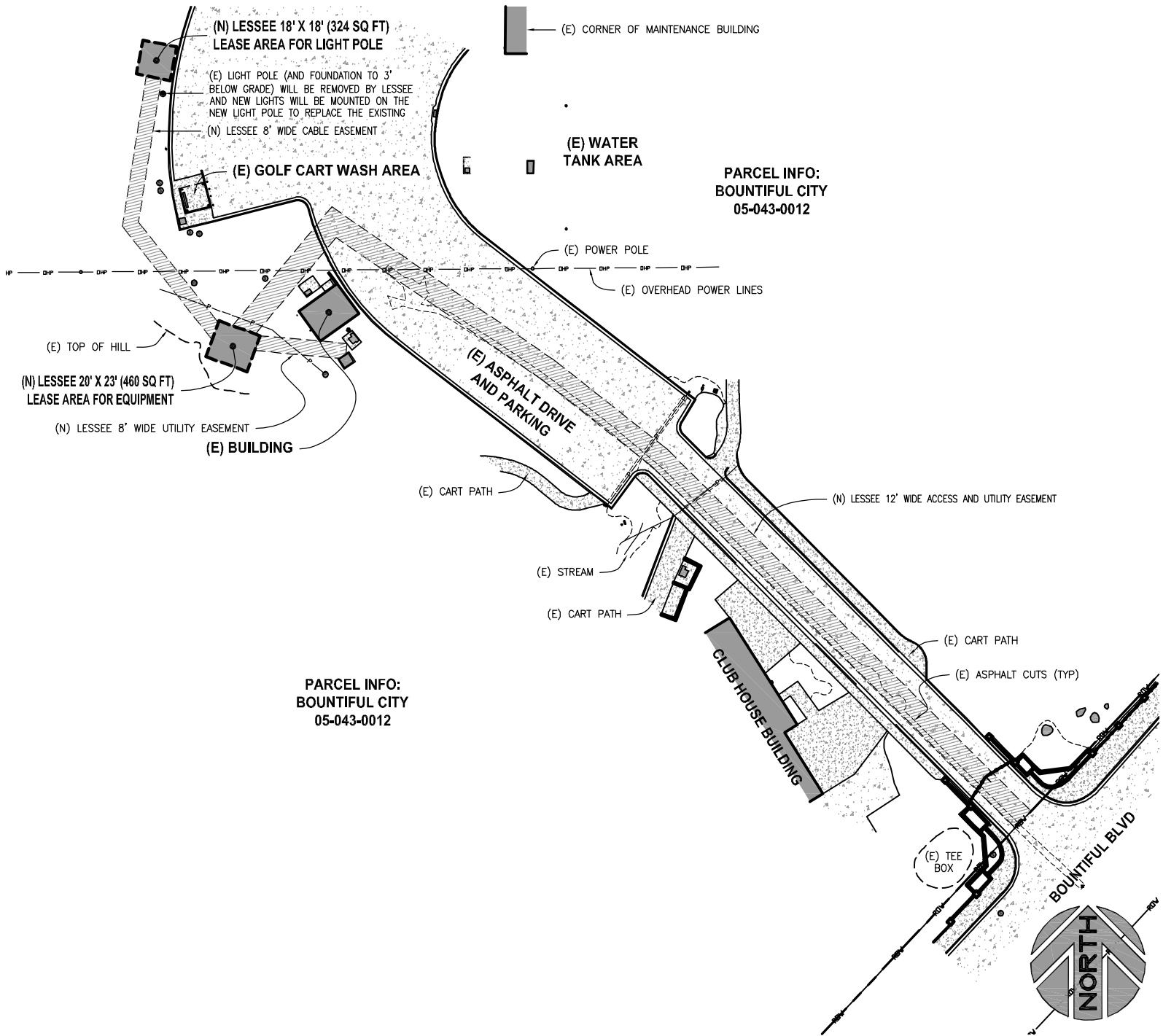
A 8 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 4 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF THE VERIZON WIRELESS EQUIPMENT LEASE AREA, SAID POINT BEING SOUTH 89°48'50" WEST 489.29 FEET ALONG SECTION LINE AND SOUTH 2689.65 FEET FROM THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 84°54'59" EAST 46.58 FEET AND TERMINATING.

CONTAINS: 0.009 ACRES, MORE OR LESS, (AS DESCRIBED).

EXHIBIT "B"
DESCRIPTION OF THE PREMISES

(See Attached)



City Council Staff Report



Subject: Amendments to Bountiful Municipal Code
Author: Clinton Drake
Department: Legal
Date: 11 September 2018

Background

Utah law allows city councils to enact and amend ordinances and regulations as necessary and proper to provide for the safety of, and preserve the health, good order and convenience of the City and its inhabitants. From time to time the Staff will find sections of the Bountiful Municipal Code that need to be amended for various reasons.

Analysis

These proposed amendments to the Bountiful Municipal Code are being submitted to the City Council for efficiency of the Staff and administration of the Code. There are three substantive proposed changes:

1. Hearing Officer – this amendment clarifies that the appeal board hearing officer shall be selected by the City and in need not be selected for each individual hearing.
2. Fireworks Displays – this change simplifies the process for an individual or organization to apply for a fireworks display permit by allowing for administrative approval through the city manager instead of through the city council. All other requirements, including approval of the fire department remain in place.
3. Written Permission for Certain Activities in Parks – the final change requires that permission by the City be in written form before certain activities are allowed in City parks.

Department Review

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

Significant Impacts

None of the proposed changes create significant impacts but allow for more efficient enforcement and administration of the Code.

Recommendation

It is recommended that the City Council approve Resolution 2018-10 amending the Bountiful Municipal Code.

Attachments

Ordinance 2018-10



BOUNTIFUL

Bountiful City Ordinance No. 2018-10

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

AN ORDINANCE AMENDING THE BOUNTIFUL MUNICIPAL CODE WITH RESEPECT TO THE SELECTION AND DESIGNATION OF AN APPEAL HEARING OFFICER, FIREWORKS RESTRICTIONS WITHIN THE CITY, AND ACTS PROHIBITED WITHIN THE PARKS.

WHEREAS, the City Council is authorized by the Utah Code to pass all ordinances and regulations as are necessary and proper to provide for the safety of, and preserve the health, good order and convenience of the City and its inhabitants; and

WHEREAS, , the Bountiful Municipal Code should be reviewed and amended from time to time to ensure compliance with the law and contemporary practices within the City; and

WHEREAS, the City Council finds that amending and adopting from time to time the Bountiful Municipal Code is in the best interests of Bountiful City and its citizens and the general public.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE BOUNTIFUL CITY COUNCIL AS FOLLOWS:

Section 1. Ordinance Enactment. Sections 2-4-102, 5-10-104, 5-10-108, and 6-12-109 of the Bountiful City Code is hereby amended as follows:

2-4-102. Designation of Appeal Board.

The Appeal Board shall consist of an impartial Hearing Officer appointed by the City for the purpose of conducting a hearing and ruling on the appeal. The Hearing Officer shall be a person with experience in law, human resources, mediation or arbitration. The Hearing Officer shall be chosen, ~~for each appeal, from a list of qualified and interested persons, by agreement of the City and the employee who requests the hearing by the City.~~ ~~The~~ and all costs and expenses of the hearing and any fees paid to the Hearing Officer shall be the responsibility of the City.

5-10-104. Fireworks Display Permit.

The City ~~Council~~ Manager or his designee may, upon application writing and the posting of a bond acceptable to the City, grant a permit for the public display of fireworks. The display must be performed by a competent operator, who shall be approved by the Police Chief and the Chief of the Fire Department. Such display shall be of such a nature and so located and discharged as, in the opinion of the Police Chief and the Chief of the Fire Department, shall not be hazardous to person or property. After such permit shall have been granted, the sale, possession, use and distribution of fireworks for such display shall be lawful for that purpose only. Any permit granted hereunder is non-transferable.

5-10-108. Fireworks Restrictions.

(1) Within the limits of the City of Bountiful east of Bountiful Boulevard, and, north of 400 North, east of 900 east:

(a) The discharge of class C common fireworks is prohibited at all times; and

(b) Campfires and other fires are allowed only in an approved fire pit designed and installed by the Forest Service or the City. No homemade or makeshift fire pits are allowed. The restrictions of this section 1(b) do not apply to residential structures or improved fire pits adjacent to a residential structure.

(2) (a) The discharge of fireworks is prohibited at all times as follows:

- (i) north of 1400 North Street, fireworks are prohibited east of 650 East Street;
- (ii) north of 400 North Street, fireworks are prohibited east of 900 East Street;
- (iii) south of 400 North Street, fireworks are prohibited east of Davis Boulevard; and
- (iv) fireworks are prohibited in any other areas designated by South Davis Metro Fire Agency officials.

(b) Within the area described in Subsection (2)(a), campfires and other fires are allowed only in an approved fire pit designed and installed by the Forest Service or the City. No homemade or makeshift fire pits are allowed. The restrictions of this section 1(b) do not apply to residential structures or improved fire pits adjacent to a residential structure.

(c) This subsection (2) does not apply to Bountiful City's ~~23rd of July~~ [Handcart Days](#) public fireworks display because of adequate fire prevention preparations.

(d) This subsection (2) shall expire unless extended by vote of the City Council at 11:59 p.m. on November 30, 2017.

(3) In other parts of the City where not prohibited by Sections 1 and 2, the possession, display or discharge of Class C common state approved fireworks is permitted only as provided by State law. Any other possession, display or discharge is prohibited.

(4) It is unlawful to negligently discharge class C common state approved explosives, in such a manner as to cause, or to recklessly risk causing, a fire or injury to people or property.

(5) This ordinance shall not limit the authority of the Fire Chief or Fire Marshal to at any time issue emergency decrees or order fireworks and/or other fire restrictions depending upon conditions or needs.

(6) Fireworks possessed, sold or offered for sale in violation of this Ordinance may be seized and destroyed and the license of the person selling or offering fireworks for sale may be revoked.

(7) All terms relating to fireworks used in this Ordinance shall have the same meaning as defined in Utah Code § 53-7-202 of the Utah Fire Prevention Act.

6-12-109. Acts Prohibited within Public Parks.

Unless prior [written](#) permission is given by the City, it is unlawful for any person within a public park, public trailhead or other public property to:

- (a) Sleep, Camp or erect any tent or shelter.
- (b) Build or ignite any fire, except in a fireplace or such other designated place.
- (c) Leave or deposit rubbish or refuse anywhere except in containers for that purpose.
- (d) Pick, cut, damage or destroy any tree, flower, vine, shrub or plant life of any kind.
- (e) Set up, operate or use a water slide or other similar device.
- (f) Pollute any creek or stream of water.
- (g) Have in possession or consume beer or alcoholic beverages.
- (h) Conduct any business, fundraisers, or yard sales or distribute any commercial handbill or circular.
- (i) Drive a motor vehicle in any place other than a street or public parking lot.
- (j) Place hot or warm coals in a garbage can.
- (k) Alter or tamper with park equipment, or move tables or garbage cans.
- (l) Golf, drive a motorized vehicle of any description, or engage in any other activity which unreasonably disturbs others in their use of the park.
- (m) Allow intentionally or negligently any dog off leash or horse upon park grounds. This does not apply to seeing-eye dogs and police dogs used by law enforcement agencies. This subsection does not apply to trailheads.
- (n) Ride on, or otherwise use in any way, skateboards, roller skates, roller blades or similar wheeled or propelled devices. This prohibition applies to the entire area of every public park, including any and all sidewalks that surround them.
- (o) put on a performance of a play, music or other type of public presentation.
- (p) use any system of artificial lighting.
- (q) operate any public address system or play any amplified music or instruments.
- (r) Drive stakes, anchors or signs into the ground.
- (s) Use park equipment and facilities in a manner other than that for which the equipment or facility is designed, or which will or may damage the equipment or facility.
- (t) Violate any park use regulations or rules established by the City.

Section 2. Effective Date. This Ordinance shall become effective immediately upon first publication.

Adopted by the City Council of Bountiful, Utah, this 11th day of September, 2018.

Randy C. Lewis, Mayor

Attest:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: Extension of Lease Agreements for Cell Towers located at Bountiful Police Dept., Mueller Park, and 195 South Bountiful Blvd.
Author: Clinton Drake
Dept: Legal
Date: 11 September 2018

Background

Bountiful City currently holds three separate lease agreements for cell towers owned by STC Five, LLC and T-Mobile. These three agreements are set to expire in the next several years. STC Five, LLC and T-Mobile contract with Crown Castle, a third party cell tower management company, to manage the leases and cell tower sites. In order to ensure continuity of service for its clients and the cellular users in Bountiful City, Crown Castle is seeking to extend the terms of the above noted leases for up to three additional five year extensions. The details of the extensions are explained in the table below:

Lessee	Tower Location	Current Expiration	Proposed Expiration	Proposed Amount	Proposed Adjustment
STC Five, LLC	Bountiful PD	10/20/2021	10/20/2036	\$18,000/year	3% / year
T-Mobile	Mueller Park	01/31/2022	01/31/2037	No Change	4% / year
T-Mobile	195 South Btfl. Blvd.	04/30/2026	04/30/2041	\$18,000/year	4% / year

Analysis

In order for wireless providers to continue to operate they must provide assurances to their clients that they have the ability to continue services into the future. The City generally avoids long term agreements however, they are sometimes necessary. Crown Castle originally requested the ability to extend the lease agreements for up to five additional five year terms. Up to twenty five years of extensions is too long in an industry that can change very rapidly. It is important however, to provide enough lease time to give assurances to the industry. Staff recommends the proposed language of up to three additional terms of five years. This is consistent with the original agreement and its terms.

The City will also benefit financially from approving the lease extensions. Two of the lease agreement rates will be increased to an amount consistent with the current market. They will now also include an annual adjustment rate of 3% to 4% that will automatically increase the lease amount each year. In addition, Crown Caste will also pay a one-time fee of \$5,000 (total of \$15,000) upon approval of the extensions.

Department Review

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

Significant Impacts

The cell towers are already constructed and operating. The only difference will be the new negotiated annual rents which will be an increase as well the new annual adjustments as described in the table above. These adjustments will help to account for inflation and other costs throughout the extended terms.

Recommendation

It is recommended that the City Council approve the Lease Extensions/Amendments with Crown Castle for the above noted lease agreements.

Attachments

Extension Agreement (one agreement addresses all three leases)



Crown Castle
301 North Cattlemen Road, Ste 200
Sarasota, FL 34232

Tel: 941.309-1614
Patricia.Dinning@CrownCastle.com
www.crowncastle.com

July 25, 2018

Sent via email to CDrake@Bountifulutah.gov
Phone: 801-298-6143

Clint Drake
City Attorney
City of Bountiful
Bountiful, UT

Re: Business Unit # 880553 - Bountiful Police Department - 7455 South Main
826125 - Mueller Park - 1487 Maple Hill
822748 - Bountiful Debris - 195 South Bountiful Blvd.

880553 - Bountiful Police Department - 7455 South Main

Current Lease: By and between STC Five LLC, a Delaware limited liability company, by; Global Signal Acquisitions II LLC, a Delaware limited liability company, Its Attorney-in-Fact, ("Lessee") and City of Bountiful, Utah ("Lessor"), for a 960 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

1. The Lease currently provides zero (0) remaining five (5) year renewal terms. That Lease section will be amended to provide that the remaining term of the Lease will be extended by an additional three (3), five (5) year automatic renewal terms. The new final Lease expiration date will be October 20, 2036.
2. On the first day of the second full month following full execution of the Lease Amendment, the annual rent shall increase to Eighteen Thousand Dollars. Partial years prorated.
3. Commencing on October 21, 2019 and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to three percent (3%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.
4. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days,

then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

5. Exhibit C of the PCS Site Lease agreement delete the following "except for the monopole" from the last sentence. Delete Exhibit F from the PCS Site Lease Agreement in its entirety.
6. Lessee will pay to Lessor a one-time amount of Five Thousand Dollars (\$5,000.00) for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.
7. All other Lease terms will remain the unchanged.

826125 - Mueller Park - 1487 Maple Hill

Current Lease: By and between T-Mobile West Tower LLC, a Delaware limited liability company, by; CCTMO LLC, a Delaware limited liability company, Its Attorney-in-Fact, ("Lessee") and Bountiful City Corporation, Utah ("Lessor"), for a 1,600 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

8. The Lease currently provides zero (0) remaining five (5) year renewal terms. That Lease section will be amended to provide that the remaining term of the Lease will be extended by an additional three (3), five (5) year automatic renewal terms. The new final Lease expiration date will be January 31, 2037.
9. Commencing on February 1, 2019 and every year thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to four percent (4%) of the annual rent in effect for the year immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Lease.
10. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

8. Lessee will pay to Lessor a one-time amount of Five Thousand Dollars (\$5,000.00) for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment ("Conditional Lease Amendment Signing Bonus"). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.
9. All other Lease terms will remain the unchanged

822748 - Bountiful Debris - 195 South Bountiful Blvd.

Current Lease: By and between T-Mobile West Tower LLC, a Delaware limited liability company, by; CCTMO LLC, a Delaware limited liability company, Its Attorney-in-Fact, ("Lessee") and Bountiful City Corporation, Utah ("Lessor"), for a 1,600 square foot leased area upon which a cell tower has been erected.

Revised Lease terms:

11. The Lease currently provides one (1) remaining five (5) year renewal term. That Lease section will be amended to provide that the remaining term of the Lease will be extended, in addition to the above described renewal term, by an additional three (3), five (5) year automatic renewal terms. The new final Lease expiration date will be April 30, 2041.
12. On May 1, 2019 the annual rent shall increase to Eighteen Thousand Dollars (18,000.00 annually). This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Lease on the same date. The next scheduled 4% annual increase is May 1, 2020.
11. If Lessor receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the lease area, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Lessee's possessory or economic interest in the Property. Lessor's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Lessor's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, separate from an assignment of the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

12. Lessee will pay to Lessor a one-time amount of Five Thousand Dollars (\$5,000.00) for the full execution of the Lease Amendment within sixty (60) days of the full execution of the Lease Amendment (“Conditional Lease Amendment Signing Bonus”). In the event that the Lease Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Lessor and Lessee for any reason, Lessee shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Lessor.

13. All other Lease terms will remain the unchanged.

Upon receipt of this document evidencing Lessor’s acceptance of the revised Lease terms herein, Lessee shall submit these terms to its property committee. Upon approval by its property committee, Lessee shall prepare a Lease Amendment that incorporates the terms and conditions described in this document. In connection therewith, the parties acknowledge and agree that this document is intended to summarize the terms and conditions to be included in the Lease Amendment. Upon receipt of a satisfactory Lease Amendment, Lessor hereby agrees to execute the Lease Amendment without any unreasonable delay. Neither party will be bound by the terms set forth herein until the Lease Amendment is fully executed.

If this document accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to Lessee via e-mail to Patricia.Dinning@CrownCastle.com

Lessor:
Bountiful City Corporation
Bountiful, Utah

Print Name

Dated_____

Lessee:
STC Five LLC,
a Delaware limited liability company,
By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

Rhonda Lullo, Land Acquisition Manager

Dated:_____

Lessee:
T-Mobile West Tower LLC,
a Delaware limited liability company,
BY: CCTMO LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

Rhonda Lullo, Land Acquisition Manager

Dated:_____

City Council Staff Report



Subject: Assignment of Lease Agreement
(Hidden Lake Circle) - New Cingular Wireless
(AT&T)
Author: Clinton Drake
Dept: Legal
Date: 11 September 2018

Background

The Bountiful City Council recently approved a cell tower site and lease agreement for New Cingular Wireless (AT&T) at approximately 474 East Hidden Lake Drive, Bountiful. AT&T now seeks to assign the lease to a third party (Uniti Towers). Paragraph 19 of the Lease states that the "Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned."

Analysis

Uniti Towers is an Arkansas based organization that builds and owns thousands of cell tower sites across the United States. In this case, Uniti will build the tower according to the site plan submitted and approved by the Council. Once built, Uniti will manage the tower and site according to the terms of the Lease.

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 assignment of the Lease Agreement with AT&T to Uniti Towers.

Attachments

None