

BOUNTIFUL CITY COUNCIL MEETING

TUESDAY, August 22, 2017

Work Session – 6:30 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

6:30 p.m. – Work Session

1. Cemetery Statue discussion – Mr. Galen Rasmussen p. 3

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 – August 8, 2017 p. 7
4. Council reports
5. Consider approval of weekly expenditures >\$1,000 paid August 8 & 15, 2017 p. 13
6. Consider approval of easement releases at Renaissance Towne Center, Pad A and of authorizing the Mayor to sign the release documents – Mr. Lloyd Cheney p. 19
7. Consider approval of the First Amended Development Agreement with Town Center, LLC – Mr. Clinton Drake p. 23
8. Consider approval of Lease Agreement between Bountiful City and Verizon Wireless for installation of communications equipment at the Bountiful City Park at approximately 200 West and 400 North – Mr. Clinton Drake p. 33
9. Consider approval of Ordinance 2017-08 adopting the proposed changes to the Municipal Code allowing dogs in all City parks “on leash” only – Mr. Brock Hill p. 35
10. Consider approval of a proximity variance and beer license for Ichiban Sushi Plate LLC, 595 West 2600 South, Zeng Lin, applicant – Mr. Chad Wilkinson p. 39
 - a. Public Hearing
 - b. Action
11. Consider approval of the 2017 Primary Election results as prepared by the Davis County Clerk/Auditor’s office. (A special meeting will be held on August 29th for the canvass if all ballots have not been accounted for by meeting time) – Ms. Shawna Andrus p. 43
12. Consider approval of the annual Tyler Technologies Software Maintenance contract in the amount of \$75,691.73 – Mr. Alan West p. 45
13. Consider approval of the purchase of a one ton cab and chassis from Ken Garff Dodge and a nine foot dump body from Williamsen-Godwin for the Storm Water Department in the total amount of \$38,087 – Mr. Gary Blowers p. 51
14. Consider approval of the purchase of a one ton cab and chassis from Performance Ford and a nine foot dump body from Williamsen-Godwin for the Streets Department in the total amount of \$42,730 – Mr. Gary Blowers p. 53
15. Consider approval of the purchase of a used oil distributor truck from Legacy Equipment in the amount of \$105,000 – Mr. Gary Blowers p. 55
16. Consider approval of the purchase of two 100 MVA138 Substation autotransformers from Virginia Transformer Corporation in the amount of \$1,470,448 – Mr. Allen Johnson p. 57
17. Consider approval of the purchase of five Siemens 46 KV circuit breakers from ElectroTech in the amount of \$186,050 – Mr. Allen Johnson p. 61
18. Consider approval of the bid from Cache Valley Electric in the amount of \$301,607 for line construction for the Phase 7 transmission line rebuild –Mr. Allen Johnson p. 63
19. Consider approval of the purchase of 10 wood poles from McFarland Cascade in the amount of \$27,120 – Mr. Allen Johnson p. 65
20. Consider approval of the purchase of ACSR overhead conductor wire for the Phase 7 transmission line rebuild from Northern Power in the amount of \$23,000 – Mr. Allen Johnson p. 67
21. Consider approval of the purchase of 46 transformers from Northern Power – Ermco in the amount of \$86,516 – Mr. Allen Johnson p. 69
22. Adjourn to an RDA meeting with a separate agenda

A closed meeting of the City Council will be held following the RDA meeting to discuss the acquisition or sale of real property, pending litigation and/or to discuss the character and/or competency of an individual(s) (Utah Code §52-4-205).


City Recorder

City Council Staff Report

Subject: Cemetery Statue Project
Author: Galen D. Rasmussen, Assistant City Manager
Department: Executive
Date: August 22, 2017



Background

A small group of citizens has organized an active fundraising effort to support the creation and installation of a statue in the Bountiful City Cemetery. This statue would honor parents and their deceased children buried in a special area of the Cemetery that is set aside specifically for infants and children who have passed away. This group of citizen organizers has worked closely with Councilwoman Kendalyn Harris during the last year to develop conceptual designs and obtain approval for a statue. The full Council has received informal briefings at various times on initial concepts and costs related to the proposed statue project. Following those briefings, staff was given direction to work with the citizen organizers to facilitate fundraising efforts and conceptual development of a statue for consideration of approval by the Mayor and City Council. In the Fiscal Year 2017-2018 budget, the Mayor and Council authorized matching funds for the Cemetery Statue Project in an amount not to exceed \$40,000.

Analysis

Over the last year, meetings have been held with citizen organizers, led by Kyra Dunshee, and Councilwoman Harris to review fundraising activities and statue concepts. Fundraising has come about through private efforts via Internet group fundraising and the establishment of a direct contribution account at US Bank by the City. From a recent meeting attended by Councilwoman Harris, Kyra Dunshee, Gary Hill and myself, the following project status was noted:

Cemetery Statue Project Financial Status July 17, 2017		Cemetery Statue Project Cost Proposal - Main Street Art, Inc. July 17, 2017	
Cash in US Bank Account	\$17,641.11	Statue (" <u>Close to Heaven</u> ")	\$55,441.00
Privately Held Internet Donation Account	2,715.00	Granite Base	3,650.00
Total funds fundraising accounts	<u>\$20,356.11</u>	Delivery and Installation (included)	-
Funding commitment from Bountiful City	<u>\$40,000.00</u>	Total Project Proposed Cost	<u>\$59,091.00</u>
Total funds available	<u>\$60,356.11</u>	See attached:	
		Proposal from Main Street Art, Inc.	
		Picture of proposed statue	

Fundraising accounts will remain open through statue installation and any funds received in excess of project costs will reduce the City matching funds needed. The \$3,650.00 amount for the Granite Base has been disbursed to Bountiful Memorial Art Shop to meet project timing requirements.



"Close to Heaven" by Scott Streadbeck

<http://www.scottstreadbeck.com/>

Department Review

This report has been reviewed and approved by the City Manager.

Recommendation

Staff recommends approval of the statue concept, and the overall project in the total amount of \$59,091.00 (\$55,441.00 payable to Main Street Art, Inc. and \$3,650.00 payable to Bountiful Memorial Art Shop). A contract for this project will follow at a later date to match the proposal received. Additionally, a staff recommendation for a specific location for the statue will be made during the City Council Meeting on August 22nd.

Significant Impacts

None.

Attachments

Proposal from Main Street Art, Inc.

July 13, 2017

From the desk of Scott Streadbeck

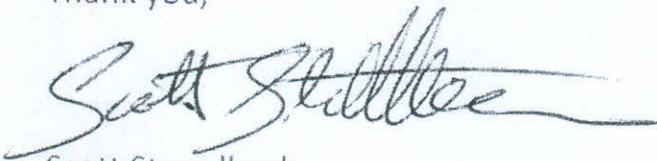
Formal Proposal

This formal proposal is for the statue "Close to Heaven" by Scott Streadbeck, casting in the Life and ¼ size. This formal proposal includes the delivery and installation of the statue as part of the purchase price.

Close to Heaven	\$55,441
Granite Base	\$3,650
Delivery and Installation	included
Total Price	\$59,091

Delivery of the piece will be an estimated two months from the signing of the contract.

Thank you,



Scott Streadbeck
Vice President
Main Street Art, Inc.

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**Minutes of the
BOUNTIFUL CITY COUNCIL**

August 8, 2017 – 6:00 p.m.

Present: Mayor Randy Lewis
Councilmembers Kendalyn Harris, Richard Higginson, Beth Holbrook,
John Marc Knight
City Manager Gary Hill
City Attorney Clinton Drake
City Planner Chad Wilkinson

Department Directors/Staff:
Finance Director Tyson Beck
Streets/Sanitation Director Gary Blowers
Parks Director Brock Hill (Work Session only)
Asst. City Engineer Lloyd Cheney
Recording Secretary Nikki Dandurand

Excused: Councilmember John Pitt

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

Work Session – 6:00 p.m.
Planning Conference Room

Mayor Lewis welcomed those in attendance and called the session to order at 6:05 p.m.

DOGS ON LEASH IN PARKS – MR. BROCK HILL

Mr. Hill stated this issue has been in the works for a while now. There has been a leash law drafted, and this is the third presentation to the Council. This item is only to address dogs on leash. There is no current facility for dogs to be off leash. Residents are urged to use the hiking trails to walk their dogs, but most find that inconvenient. Dog owners are glad to hear changes are coming and notification will be sent out to all residents. The major concern is dog waste. If the City can provide a place to deposit the waste, it will help that concern. There is no money in the budget for dog waste receptacles which are approximately \$300 each, and an estimated 27 receptacles would be needed. The Council asked Mr. Hill about when the bins would be cleaned/emptied, adding additional regular waste cans next to the dog receptacles and if some parks be designated as “no dogs allowed”. Councilwoman Harris asked if a public hearing would be needed to get resident input. Mr. Hill suggested that other cities have asked the users/owners to help with the funds needed to purchase the dog stations which lessens the impact on the budget. The Council was excited to move forward on this item and agreed to the draft of the on leash dogs in parks law.

Mr. Gary Hill commented on prioritizing the RAP tax funds and the new Qualtrics surveys.A

1 question arose about getting other surveys out about RAP tax use for a dog park and other items. Mr.
2 Gary Hill stated there are competing interests in the RAP tax and we will have to see what the
3 residents want. Mr. Chad Wilkinson also stated that the City doesn't want too many surveys out
4 there at one time, but another will be released soon about potential ideas for the downtown plaza.
5 The surveys are also announced on our social media websites when they are available as well. The
6 surveys also help build our database and gain insightful public input.
7

8 **CEMETERY PERPETUAL CARE FUND – MR. GARY HILL**

9 Mr. Hill recapped the most recent property purchase in 2016 to expand the City's cemetery.
10 A variety of budget sources were used to purchase the land, including some of the Cemetery's
11 Perpetual Care Fund. To recover costs in that fund, some changes were made to ensure the property
12 is taken care of after the cemetery is full. There is no state law for municipal cemeteries requiring a
13 perpetual care fund. Mr. Hill stated that by reimbursing this fund, the users will know that their plots
14 will be taken care of with that money; however, reimbursing the fund with unrestricted money also
15 restricts the use of that money for the future. Also, Mr. Hill asked if a bigger fund is better. The best
16 way to take care of the cemetery is to make sure it is an active cemetery and this fund is for that
17 purpose. The Council has full flexibility to use the funds and staff is asking for direction tonight on
18 whether or not to reimburse the Perpetual Care Fund for the amount transferred to purchase the
19 expansion land.. Mayor Lewis stated that there are ways to add to the fund. Mr. Hill said the City
20 can repay and grow the fund now, but it depends on the rate of burials. Councilman Knight added
21 that he is confident we have handled the funds well, and at the end of the cemetery, there will be
22 enough. Mr. Tyson Beck informed the Council that the City can transfer any quantity of money into
23 the Perpetual Care Fund without any State Code restrictions, but whatever is transferred into that
24 fund would be limited in its use and reduces the City's financial flexibility. Councilmembers Harris,
25 Higginson and Knight agreed that putting the money back into the care fund is the way to go. Mayor
26 Lewis suggested they get Councilman Pitt's input and continue talking with Councilwoman
27 Holbrook. He asked if there was a way to balance both interests. Mr. Hill concluded that the
28 majority of the Council has agreed to put the funds back into the Perpetual Care Fund.
29

30 Councilman Higginson asked for a review of the actual purchase of the East property for
31 additional cemetery property. Mr. Gary Hill reviewed it with the Council, Mayor and staff.
32

33 Mr. Chad Wilkinson was asked to brief the Council on the Qualtrics survey regarding the
34 downtown area known as "Plat A". Mr. Wilkinson stated that the survey has had a very successful
35 response and will provide great feedback to the City. There is an open house on August 16th to talk
36 about the results of the survey. After the open house, there will be additional public input, it will be
37 presented to the Planning Commission, a public hearing and eventually come back to the Council for
38 approval. One major concern is traffic and parking. Councilwoman Harris asked about additional
39 input for the plaza. Mr. Wilkinson stated there will be more chances for public input, but there are no
40 official plans on the table. Mayor Lewis asked Mr. Wilkinson about using Qualtrics. Mr. Wilkinson
41 replied it is sophisticated, easy to use, great customer support and it will get better over time.
42
43

44 **Regular Meeting – 7:05 p.m.**
45 **City Council Chambers**
46

1 Mayor Lewis called the meeting to order at 7:05 p.m. and welcomed those in attendance.
2 Arthur Hunter, Troop 448, led the Pledge of Allegiance and Pastor Mike Pless, Good Shephard
3 Fellowship Church, gave an opening prayer.
4

5 **PUBLIC COMMENT**

6 No comments were made.
7

8 **APPROVE MINUTES OF PREVIOUS MEETING – JULY 25, 2017**

9 Mayor Lewis presented the minutes from the previous meeting. Councilman Higginson
10 moved to approve the minutes (adding a thank you to the Power Commission for their comments),
11 and Councilman Knight seconded the motion. Voting was unanimous with Councilpersons Harris,
12 Higginson, Holbrook and Knight voting “aye”.
13

14 **COUNCIL REPORTS**

15 Councilwoman Harris thanked the Youth Council for their help with the Bounce Houses at
16 the Tour of Utah, handing out fliers to the residents and all the summer activities. Councilwoman
17 Holbrook expressed her appreciation to the Power Commission for attending the last work session
18 and announced Summerfest starts tomorrow. Councilman Knight also expressed his thanks to the
19 Power Commission, especially David Irvine. Mayor Lewis stated that over 3,500 U.S. flags were put
20 up to line the streets of Bountiful for the Tour of Utah, and over 400 volunteers helped with the event.
21 Mayor Lewis stated he made only eight phone calls to various other city and religious leaders to get
22 the flags in place. The winner of the Bountiful stage of the race is usually presented with some form
23 of original art from a local artist and this year, it was a ceramic plate made by Lucinda Erickson.
24

25 **BCYC REPORT**

26 No reports were made.
27

28 **CONSIDER APPROVAL OF:**

- 29 a. **WEEKLY EXPENDITURES > \$1,000 PAID JULY 17, 18, 24 & 25, 2017**
30 b. **PRELIMINARY JUNE 2017 FINANCIAL REPORT**

31 Mayor Lewis presented the expenditures/financial report and asked for a motion to approve.
32 Councilwoman Holbrook moved to approve the weekly expenditures/reports and Councilman
33 Higginson seconded the motion. Voting was unanimous with Councilpersons Harris, Higginson,
34 Holbrook and Knight voting “aye”.
35

36 **MAGIC ON THE SIDEWALK CHALK ART FESTIVAL EXPRESSION OF**
37 **APPRECIATION – MS. JANE JOY**

38 Ms. Jane Joy presented a slide show to the Council and expressed her appreciation for the
39 City’s support of her foundation.
40

41 **RECOGNITION OF MUELLER PARK BASEBALL TEAM STATE CHAMPIONSHIP**

42 Mayor Lewis stated the team has made it to the Little League World Series. He congratulated
43 them on their wins.
44

45 **CONSIDER APPROVAL OF THE PURCHASE OF A PETERBIT REFUSE CHASSIS FROM**
46 **PETERBILT OF UTAH IN THE AMOUNT OF \$136,563 – MR. GARY BLOWERS**

1 Mr. Blowers stated the Sanitation Department would like to replace one 29 yard side loader
2 refuse truck. This truck is used to collect and dump residential garbage. Staff requested three bids for
3 a refuse truck chassis and three bids for 29 yard side loader refuse bodies. This purchase includes a
4 LaBrie refuse body from Signature Equipment in the amount of \$112,360 and a Peterbilt chassis in
5 the amount of \$136,563 for a total purchase of \$248,923. Councilwoman Holbrook made a motion to
6 approve the purchase and Councilman Higginson seconded the motion. Voting was unanimous with
7 Councilpersons Harris, Higginson, Holbrook and Knight voting “aye”.

8
9 **CONSIDER APPROVAL OF THE PURCHASE OF A 4,000 GALLON WATER TRUCK**
10 **AND RELATED EQUIPMENT FOR THE LANDFILL IN THE AMOUNT OF \$134,919 –**
11 **MR. GARY BLOWERS**

12 Mr. Blowers stated the Landfill Department would like to replace a 22 year old water truck.
13 The truck is used year round for dust control and compost treatment. It is a crucial piece of
14 equipment. Three bids were received. Councilwoman Harris made a motion approve the purchase
15 and Councilman Higginson seconded the motion. Voting was unanimous with Councilpersons
16 Harris, Higginson, Holbrook and Knight voting “aye”.

17
18 **CONSIDER APPROVAL OF THE PURCHASE OF A 2,000 GALLON WATER TRUCK**
19 **AND RELATED EQUIPMENT FOR THE STORM WATER DEPARTMENT IN THE**
20 **AMOUNT OF \$87,747 – MR. GARY BLOWERS**

21 Mr. Blowers stated this truck will replace a 25 year old water truck in the Storm Water
22 Department. This truck is used year round for sweeping and paving operations. Legacy Equipment
23 offered the low bid and meets specifications. Councilman Higginson made a motion to approve the
24 purchase and Councilwoman Harris seconded the motion. Voting was unanimous with
25 Councilpersons Harris, Higginson, Holbrook and Knight voting “aye”.

26
27 **CONSIDER APPROVAL OF THE PURCHASE OF A 10-WHEEL DUMP TRUCK AND**
28 **RELATED EQUIPMENT IN THE AMOUNT OF \$198,120.34 – MR. GARY BLOWERS**

29 Mr. Blowers stated the Street Department would like to replace one 10 wheel dump truck.
30 This truck is used year round for snow removal, paving and road construction. The low bid is from
31 Rush Truck Center. Mr. Blowers said the older trucks have more problems and the parts are not
32 available anymore. Councilwoman Harris asked where the old trucks will go. Mr. Blowers replied
33 they will try and use it in the lower parts of the City or possibly auction it off. Councilman Knight
34 made a motion to approve the purchase and Councilwoman Holbrook seconded the motion. Voting
35 was unanimous with Councilpersons Harris, Higginson, Holbrook and Knight voting “aye”.

36
37 **CONSIDER APPROVAL OF THE PURCHASE OF A PETERBILT TRACTOR TRUCK**
38 **AND RELATED EQUIPMENT IN THE AMOUNT OF \$116,956 – MR. GARY BLOWERS**

39 Mr. Blowers stated the Street Department would like to replace a 1994 Volvo Tractor Truck.
40 This truck is used to tow a 48 foot heavy duty trailer that hauls the road paver, Bobcat loader and
41 track excavator to the job sites. Three bids were received. The Peterbilt truck comes stock with a
42 setback front axle, shorter turning radius and 600 horse power motor. This truck is not the low bid,
43 but is still under budget and will meet the towing needs. Councilwoman Harris made a motion to
44 approve the purchase and Councilwoman Holbrook seconded the motion. Voting was unanimous
45 with Councilpersons Harris, Higginson, Holbrook and Knight voting “aye”.

1 **CONSIDER PRELIMINARY SITE PLAN APPROVAL FOR BRISTOL VILLAGE, A 19-**
2 **UNIT MULTIFAMILY TOWNHOME DEVELOPMENT AT 1910, 1940 AND 1950 SOUTH**
3 **200 WEST, TAYLOR SPENDLOVE FOR BRIGHTON DEVELOPMENT UTAH, LLC,**
4 **APPLICANT – MR. CHAD WILKINSON**

5 Mr. Wilkinson stated that the applicant, Brighton Development Utah, is requesting
6 preliminary site plan approval for a 19 unit townhome style multi-family development. The proposed
7 development meets the minimum parking standards based on the unit mix and has provided one
8 covered parking space for each unit as required by ordinance. Each of the units will have a two-car
9 garage, a majority of which will be accomplished via tandem parking spaces (one parking space
10 behind the other). The applicant has indicated a desire to record a Townhome PUD plat to allow for
11 individual ownership of the units in the future. The Planning Commission recommends a condition
12 requiring that restrictive covenants be recorded on the property requiring that garages be used for
13 parking of resident vehicles and not for storage in order to ensure adequate parking on site.
14 Councilman Knight inquired why this is being done differently that what has been done with PUDs in
15 the past. Mr. Wilkinson stated that based on Bountiful City code, the City Engineer and Planner are
16 recommending a different process going into the future. Councilwoman Harris asked what the time
17 frame is. Mr. Spendlove replied they would like to start construction in October, but if that does not
18 work, then early next spring. Councilman Higginson asked about the parking again and where guest
19 parking is located. Every unit has two spaces, tandem, which leaves room for “guest” parking
20 technically. Mr. Wilkinson stated that public parking is available on 200 West, with the exception of
21 the winter parking restriction. Councilman Higginson made a motion to approve the site plan and
22 Councilwoman Holbrook seconded the motion. Voting was unanimous with Councilpersons Harris,
23 Higginson, Holbrook and Knight voting “aye”.
24

25 **CONSIDER PRELIMINARY AND FINAL PLAT APPROVAL OF THE BOUNTIFUL CITY**
26 **CEMETERY PLAT Q – MR. GARY HILL**

27 Mr. Hill stated Plat Q has 283 full sized lots available; each has eight plots, for a total of
28 2,336 burial plots. Councilman Higginson made a motion to approve the preliminary and final plat
29 map for cemetery plot Q and Councilwoman Holbrook seconded the motion. Voting was unanimous
30 with Councilpersons Harris, Higginson, Holbrook and Knight voting “aye”.
31

32 Mr. Gary Hill reported to the Council that in a Utah Tax Payers Association comparison
33 report, Bountiful was in the top five lowest fees/taxes this year - #46 of the 50 largest cities in Utah.
34 Also of note, a Bountiful City’s police officer’s daughter had an accident and needed to be
35 hospitalized, but has injuries that will heal and she should be all right.
36

37 Mayor Lewis asked for a motion to adjourn the regular session of City Council. Councilman
38 Higginson made a motion to adjourn the meeting and Councilwoman Holbrook seconded the motion.
39 The regular session of the City Council was adjourned at 7:55 p.m.
40
41

Mayor Randy Lewis

City Recorder

City Council Staff Report



Subject: Expenditures for Invoices > \$1,000.00 paid
July 31, August 1, 7 & 8, 2017

Author: Tyson Beck, Finance Director

Department: Finance

Date: August 15, 2017

Background

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

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

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 \$1,000.00 paid July 31, August 1, 7 & 8, 2017.

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid July 31, 2017- JULY INVOICES

<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>
1164	ANIXTER, INC.	Light & Power	53.5300.448632.	Distribution	\$ 1,100.00	197796	3621537-00	1/0 Elbows-Insulator & Mini Wedges
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,381.70	197797	71K33217	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,931.36	197797	71K33117	Tree Trimming
6652	BALLINGHAM GOLF & TURF	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	5,170.24	197799	19688	Unipar Sand
5499	BIG T RECREATION	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	2,565.00	197802	2975	Engineered Wood Fiber
1510	BUSHNELL OUTDOOR PROD	Golf Course	55.5500.448240.	Items Purchased - Resale	1,600.53	197805	642410	Golf Accessories
1615	CENTURYLINK	Enhanced 911	10.4219.428000.	Telephone Expense	3,578.45	197807	07222017	Acct # 801-578-0401 452B
1845	D & L SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	2,600.00	197820	0000065080	Meter Lids
1890	DAVIS COUNTY HEALTH	Water	51.5100.431000.	Profess & Tech Services	3,024.00	197821	IN0002904	Sampling
2164	FERGUSON ENTERPRISES	Water	51.5100.448400.	Dist System Repair & Maint	1,834.13	197828	1024155	Pipe, Bends, & Caps
2350	GREEN SOURCE, L.L.C.	Golf Course	55.5500.426000.	Bldg & Grnd Suppl & Maint	1,411.35	197830	12266	Cascade Plus
2727	JOHNSON, ALLEN R	Light & Power	53.5300.423002.	Travel Board Members	1,386.20	197844	07272017	Travel & Training UAMPS Conference
8137	LAKEVIEW ASPHALT PROD	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,291.24	197849	1558	Patching
8137	LAKEVIEW ASPHALT PROD	Streets	10.4410.441200.	Road Matl Patch/ Class C	2,658.10	197849	1553	Patching
8137	LAKEVIEW ASPHALT PROD	Streets	10.4410.441200.	Road Matl Patch/ Class C	3,166.16	197849	1550	Patching
8137	LAKEVIEW ASPHALT PROD	Streets	45.4410.473200.	Road Materials - Overlay	7,444.96	197849	1531	Patching
8137	LAKEVIEW ASPHALT PROD	Streets	10.4410.441200.	Road Matl Patch/ Class C	10,027.44	197849	1540	Patching
8137	LAKEVIEW ASPHALT PROD	Streets	45.4410.473200.	Road Materials - Overlay	15,201.14	197849	1538	Patching
2886	LAKEVIEW ROCK PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	1,041.96	197850	1565	Patching
2937	LEWIS, YOUNG	Golf Course	55.5500.426100.	Special Projects	5,315.00	197852	2017-0061C	Consulting for Bountiful Golf Course
3195	MOUNTAINLAND SUPPLY	Water	51.5100.448400.	Dist System Repair & Maint	1,909.74	197862	S102297066.001	Parts
3321	NORTHERN POWER EQUIP	Light & Power	53.5300.448632.	Distribution	1,720.05	197864	49850	Small knot Taps & H Taps/ Clevis
3366	OLDCASTLE PRECAST	Water	51.5100.448650.	Meters	1,424.00	197868	210347635	Rings
3690	REMOTE CONTROL SYSTEM	Water	51.5100.429300.	Computer Hardware	1,000.00	197875	17108	Software Updates
3731	RMT EQUIPMENT	Golf Course	55.5500.425000.	Equip Supplies & Maint	1,209.18	197878	T62531	Roller Cylinder
8843	ROTO-JET OF AMERICA	Streets	10.4410.426000.	Bldg & Grnd Suppl & Maint	8,210.00	197880	12082	Steel Cabinets
5358	STOTZ EQUIPMENT	Landfill	57.5700.425000.	Equip Supplies & Maint	1,382.94	197887	W13784	Compactor Repair Parts
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	1,248.24	197892	1419035	Flouride
4171	THATCHER COMPANY	Water	51.5100.448000.	Operating Supplies	2,332.63	197892	1420259	Chlorine
4229	TOM RANDALL DIST. CO	Streets	10.4410.425000.	Equip Supplies & Maint	15,911.63	197893	0260819	Fuel
8034	WASATCH SOUND	Legislative	10.4110.466000.	Contingency	1,000.00	197901	08042017	Stage & Sound for Tour of Utah
TOTAL:					<u>\$ 117,077.37</u>			

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

Paid August 1, 2017- JUNE INVOICES

<u>VENDOR</u>	<u>VENDOR NAME</u>	<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>	<u>CHECK NO</u>	<u>INVOICE</u>	<u>FULL DESC</u>
1889	DAVIS COUNTY GOVERNMENT	Police	10.4210.431600. Animal Control Services	\$ 7,041.01	197775	81539	April 2017 Animal Control
1889	DAVIS COUNTY GOVERNMENT	Police	10.4210.431600. Animal Control Services	7,041.01	197775	81947	May 2017 Animal Control
2691	JC GOLF ACCESSORIES	Golf Course	55.5500.448220. Pro Shop Misc Supplies	1,061.44	197779	SI-132106	Pencils
3335	NYHART	Finance	10.4140.431000. Profess & Tech Services	1,734.43	197786	0131296	60% for services provided GASB 75 update for FY 17
3335	NYHART	Light & Power	53.5300.431000. Profess & Tech Services	2,233.40	197786	0131296	60% for services provided GASB 75 update for FY 17
4357	UTAH COMMUNICATIONS	Police	10.4210.424000. Office Supplies	2,394.75	197793	65128	June 2017 Service
4357	UTAH COMMUNICATIONS	Police	45.4210.474500. Machinery & Equipment	5,015.00	197793	65096	Radio Service for June 2017
TOTAL:				<u>\$ 26,521.04</u>			

**Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 7, 2017**

<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>
1211	ASPHALT MATERIALS INC	Streets	10.4410.441200.	Road Matl Patch/ Class C	\$ 1,276.80	197934	75903	Cold Mix Patching
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,694.24	197935	72R46317	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	3,746.50	197935	72R46417	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,382.63	197935	71X72817	Tree Trimming
1212	ASPLUNDH TREE EXPERT	Light & Power	53.5300.448632.	Distribution	4,670.66	197935	71X72917	Tree Trimming
1347	BICIN SALES INC	Parks	10.4510.426000.	Bldg & Grnd Suppl & Maint	1,143.72	197940	21156	Trash Liners & TP
1415	BOUNTIFUL DAVIS ARTS	RAP Tax	83.8300.426100.	Special Projects	19,000.00	197942	08022017	RAP Tax for FY 2018
7669	CENTERPOINTE THEATRE	RAP Tax	83.8300.426100.	Special Projects	42,367.80	197946	08022017	RAP Tax for FY 2018
5517	HOLBROOK ASPHALT CO.	Streets	45.4410.473300.	Roads-Class"C"&Transportation\$	35,356.37	197969	17-0958	Road Treatment on Various Roads
2719	JMR CONSTRUCTION INC	Light & Power	53.5300.448632.	Distribution	1,812.22	197978	08072017	July 2017 Payment
2719	JMR CONSTRUCTION INC	Redevelopment Agency	73.7300.426100.	Special Projects	2,210.36	197978	08072017	July 2017 Payment
2719	JMR CONSTRUCTION INC	Storm Water	49.4900.441250.	Storm Drain Maintenance	10,224.25	197978	08072017	July 2017 Payment
2719	JMR CONSTRUCTION INC	Streets	10.4410.473400.	Concrete Repairs	23,239.53	197978	08072017	July 2017 Payment
2875	L.N. CURTIS & SONS	Police	10.4210.423000.	Travel & Training	1,000.00	197981	INV115458	
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	5,327.98	197982	1586	Oakridge Dr. Patching
8137	LAKEVIEW ASPHALT PRODUCTS	Streets	10.4410.441200.	Road Matl Patch/ Class C	6,367.28	197982	1594	Oakridge Dr. Patching
2931	LES OLSON COMPANY	Engineering	10.4450.425000.	Equip Supplies & Maint	1,301.41	197984	EA727900	Maintenance
2931	LES OLSON COMPANY	Planning	10.4610.425000.	Equip Supplies & Maint	1,301.42	197984	EA727900	Maintenance
2983	M & M ASPHALT SERVICE	Golf Course	55.5500.426100.	Special Projects	10,074.21	197987	117480	Slurry & Striping
2987	M.C. GREEN & SONS INC	Storm Water	49.4900.441200.	Road Matl Patch/ Class C	17,045.88	197989	3572	07/2017 Storm Drain Project Application #2
2987	M.C. GREEN & SONS INC	Storm Water	49.4900.441250.	Storm Drain Maintenance	36,663.55	197989	3572	07/2017 Storm Drain Project Application #2
8820	SOLID GROUND LLC	Streets	10.4410.473400.	Concrete Repairs	3,288.00	198010	4229	Standard Set up Fee/"Stroke Count/Utah Barricade
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	1,562.21	198017	904575774	Balls
4217	TITLEIST	Golf Course	55.5500.448240.	Items Purchased - Resale	2,671.11	198017	904578833	Golf Balls
4466	VORTEX PRODUCTIONS	Parks	10.4510.462090.	Handcart Days Celebration	20,000.00	198030	922707	July 21 2017 Fireworks/ Handcart Days
4567	WESTERN REFUSE & REC	Sanitation	58.5800.425000.	Equip Supplies & Maint	2,243.41	198032	147907	Parts
7732	WINGFOOT CORP	Police	10.4210.426000.	Bldg & Grnd Suppl & Maint	1,895.00	198034	99878	Janitorial Services for July 2017
TOTAL:					<u>\$ 263,866.54</u>			

Expenditure Report for Invoices (limited to those outlined in staff report) >\$1,000.00
Paid August 8, 2017- JUNE INVOICES

<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>
1103	ALPHAGRAPHICS BOUNTIFUL	Legislative	10.4110.466000.	Contingency	\$ 1,213.20	197908	215094	Quick Turn Flyers
1540	CACHE VALLEY ELECTRIC	Light & Power	53.5300.448630.	Transmission	116,181.00	197910	12-194304	Rebuild Transmission Line/ Application #2
1716	CMT ENGINEERING LAB	Light & Power	53.5300.472100.	Buildings	1,086.00	197911	65885	Testing for N Parking Lot
2987	M.C. GREEN & SONS INC	Storm Water	49.4900.441250.	Storm Drain Maintenance	7,511.26	197918	3572a	Storm Drain Project Application #2
2987	M.C. GREEN & SONS INC	Light & Power	53.5300.472100.	Buildings	244,303.01	197919	3535	Power's N Parking Lot & Drainage System
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.448614.	Plant Equipment Repairs	3,676.00	197921	AFS19000693	Peaker Plant Bountiful Utah
3972	SOLAR TURBINES, INC.	Light & Power	53.5300.474505.	M&E Plant	9,775.00	197921	AFS19000808	Peaker Plant Bountiful Ut
5464	UNITED TEAM MECHANIC	Light & Power	53.5300.424002.	Office & Warehouse	1,391.49	197923	00002445	Repair to A/C
5464	UNITED TEAM MECHANIC	Light & Power	53.5300.424002.	Office & Warehouse	3,097.81	197923	00002469	Parts
4450	VERIZON WIRELESS	Police	10.4210.445100.	Public Safety Supplies	1,119.98	197924	9789737904	Acct # 771440923-00001
4450	VERIZON WIRELESS	Police	10.4210.425200.	Communication Equip Maint	1,480.67	197924	9789737904	Acct # 771440923-00001
9080	WILKINSON FERRARI	Light & Power	53.5300.431000.	Profess & Tech Services	8,109.18	197925	14-05-132B	Communication Services
9080	WILKINSON FERRARI	Light & Power	53.5300.431000.	Profess & Tech Services	14,160.00	197925	17-05-132A	Communication Services
TOTAL:					<u>\$ 413,104.60</u>			

City Council Staff Report



Subject: Easement Release Request at Renaissance
Towne Center, Pad A
Author: Paul Rowland
Department: Engineering
Date: Aug 22, 2017

Background

In anticipation of the next phase of construction at the Renaissance Towne Center, a new plat was recently approved by the Planning Commission and Council reflecting a slight modification to the foot print of the building to be built on Pad A. The new footprint has two slight encroachments into the PUD common area which is covered by a blanket Public Utility Easement. These encroachments require that the PUE be released in those two small areas.

Analysis

The commercial/residential mixed use building that has been proposed and approved for the empty building pad at the Renaissance Towne Center PUD on the north side of the medical building does not exactly match the pad that was proposed on the original subdivision plat in 2005. The new building extends out into the PUD common area in two small areas, one of 409 sq.ft. and the other of 993 sq.ft. These two small encroachments do not affect any existing or proposed utilities so there is no problem with releasing the blanket utility easement in these two areas.

Mr. Broadhead has already received the necessary approvals and is ready to record the plat for this next phase of work.

All of the utility companies that signed the subdivision plat have reviewed the request and all have signed off on the release.

Department Review

This has been reviewed by the Engineering Department.

Significant Impacts

None

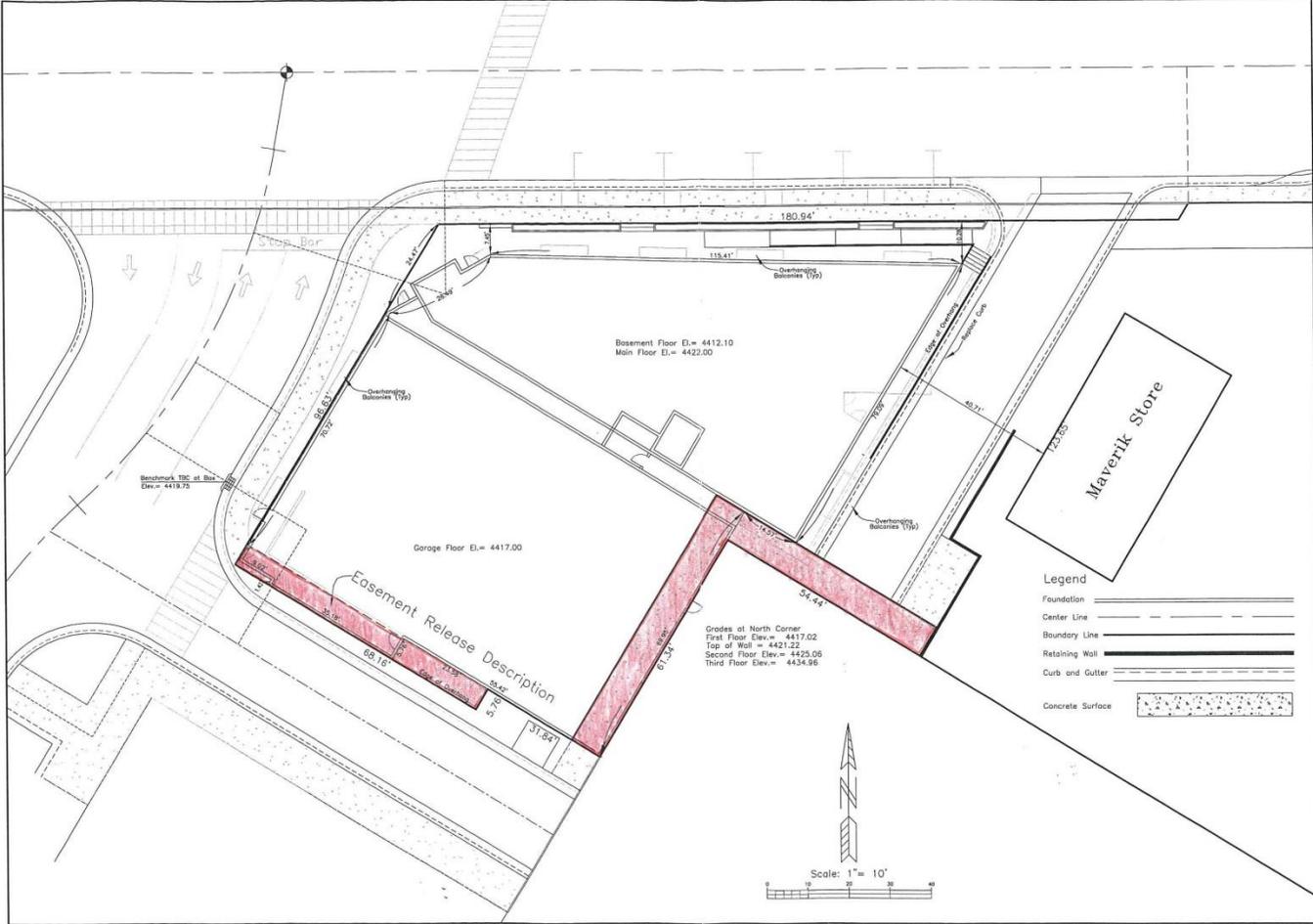
Recommendation

I recommend that the City Council approve these Easement Releases and authorize the Mayor to sign the release documents.

Attachments

Diagram showing the location of the proposed releases
Copy of the Release of Easement documents signed by the City Engineer

Easement Release for Renaissance Towne Center PUD



Balling Engineering
Civil Engineering • Surveying • Planning

1000 East 2000 South
200 East 2000 South
Cottonwood, Utah 84014
Phone: (801) 224-1111
Fax: (801) 224-1111
Email: jballing@balling.com

Renaissance Phase 1 Plat 3
Site Plan

Revisions	Date	By	Description

Surveyor: J.S. Balling	Date Surveyed: 08-26-15
Drafting: J.S. Balling	Submittal Date: 03-28-17
Plate Number: C001	

C001

Sheet 1 of 5

RELEASE OF EASEMENT

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

Exhibit A

Renaissance Towne Center Master Association
Description for Easement Release along South Side of Lot #9

UTILITY COMPANY APPROVAL

Bountiful City Engineer [Signature] Date 6.16.17
Bountiful Power R. Alan James Date 6-8-2017
Bountiful Irrigation Wesley White Date 7-6-2017
Questar Gas ATTACHED Date
Century Link ATTACHED Date
Bountiful Water [Signature] Date 7/19/17
South Davis Sewer [Signature] Date 7.12.17
Comcast Television ATTACHED Date
South Davis Water [Signature] Date 7-19-17

Dated this ___ day of _____, _____.

Mayor _____

Attest: _____
City Recorder

STATE OF UTAH)
County of Davis)

On the ___ day of _____, _____, personally appeared before me,
_____, Mayor and _____,
City Recorder of Bountiful, who each being by me duly sworn did say that the above
instrument was signed in behalf of Bountiful City, municipal corporation, by authority of
the City Council and they did each acknowledge to me that they executed the same.

Notary Public

Seal

City Council Staff Report



Subject: Amendment to Development Agreement
(Renaissance Town Center Development)
Author: Clinton Drake
Dept: Legal
Date: 22 August 2017

Background

In 2016, Bountiful City entered into a Development Agreement with Town Center, LLC. The Development Agreement defines the various rights and responsibilities of the Parties concerning the development of the Renaissance Town Center. As development has progressed it has become necessary to review the original Development Agreement and make minor changes.

Analysis

As Town Center, LLC, prepares to begin construction on the “Pad A” site of the Renaissance Town Center; they approached the City seeking clarification as to whether the structure would have direct access to the parking structure. The Development Agreement allows for such access. In reviewing the Development Agreement for this purpose the Parties have also made minor changes to clarify certain portions of the Development Agreement.

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 Amended Development Agreement with Town Center, LLC.

Attachments

First Amended Development Agreement

When Recorded Return To:
Shawna Andrus
City Recorder
790 South 100 East
Bountiful, Utah 84010

FIRST AMENDED DEVELOPMENT AGREEMENT

THIS **FIRST AMENDED** DEVELOPMENT AGREEMENT (“Agreement”) is made and entered as of the ____ day of _____, ~~August, 2016-2017~~ (“Effective Date”), by and between BOUNTIFUL CITY, a Utah municipal corporation (“City”) and TOWN CENTER, LLC, a Utah limited liability company whose address is _____, Bountiful, UT 84010 (“Developer”). Developer and City are referred to collectively as the “Parties,” or individually as a “Party.”

RECITALS

A. Developer owns certain real property located at approximately _____ Renaissance Towne Drive, Bountiful, Utah, 84010, described as Additional Land Parcel 2, according to the official instrument entitled Renaissance Towne Centre, a Commercial Mixed Use Planned Unit Development, Phase 1, Plat 1 (the “Plat”), duly recorded with the Davis County, Utah Recorder’s Office (the “Property”).

B. The Property constitutes “Additional Land” under the terms of that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Renaissance Town Centre, a Commercial Mixed Use Planned Unit Development, recorded March 28, 2003 in the Davis County, Utah Recorder’s Office as Entry No. 1847201, in Book 3257, at Page 1255, as supplemented and amended from time to time (the “Master Declaration”), which governs the commercial mixed-use planned unit development known as Renaissance Town Centre (the “Project”).

C. On May 24, 2016, upon recommendation of the Planning Commission and after notice and public hearing as required by the Bountiful City Code (the “Code”), the Bountiful City Council approved Ordinance 2016-05, which changed the zoning designation of the Property, and certain other properties within the Project, from CG-PUD (General Commercial/Planned Unit Development) to MXD-PO (Mixed Use - Professional Office), in anticipation of, among other things, the planned construction of a new mixed use commercial/residential building (the “Building”) on the Property as depicted in the conceptual plan attached as Exhibit 1 (the “Plan”) and incorporated by this reference.

D. The City owns that certain parking structure facility located on the property designated as Lot No. 2 on the Plat (the “Parking Structure”), which contains approximately [four hundred ninety-three (493)] parking stalls and is subject to the Master Declaration and that certain Declaration of Covenants, Conditions, and Restrictions and Tenancy in Common Agreement for Parking Structure at Renaissance Town Centre, Phase 1, Lot 2, recorded March 28, 2003 in the Davis County, Utah Recorder’s Office as Entry No. [_____], Book

[____], Page [____], as supplemented and amended from time to time (the “Parking Structure Declaration”).

E. As reflected in the Master Declaration and Parking Structure Declaration, the Parking Structure was built with the intent of encouraging urban style development on adjacent parcels.

F. The Property is adjacent to the Parking Structure.

G. Pursuant to the Plat and Section 15.2 of the Parking Structure Declaration, it is contemplated that the Developer may construct certain improvements in conjunction with the construction of the Building on the Property that may connect to the Parking Structure and/or overhang the airspace above and adjacent to the Parking Structure and which may also encroach on the physical improvements of the Parking Structure subject to the terms and conditions set forth in this Agreement.

H. In connection with its construction of the Building, Developer desires to physically connect the Building to the Parking Structure as depicted in the Plan.

I. The Developer further desires to utilize the Parking Structure to meet certain of the parking requirements set forth in the Bountiful City Land Use Ordinance, which is part of the Code.

J. The Parties desire to enter into this Agreement to establish vested rights, specify the rights and responsibilities of the Developer to develop the Property as described in this Agreement, and specify the rights and responsibilities of the City to allow, approve, and regulate such development pursuant to this Agreement and the Code.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Defined Terms; Status of Recitals; Exhibit. Capitalized terms used and not otherwise defined in this Agreement shall have the meaning or meanings given to them in the Master Declaration or the Parking Structure Declaration, as appropriate. The Recitals set forth above shall constitute a portion of the terms of this Agreement and are hereby incorporated by this reference. Exhibit 1 is attached hereto and incorporated herein by this reference.

2. Governing Standards. Subject to the terms and conditions of this Agreement, development of the Property shall be governed by the procedures, standards and requirements of the Code in effect as of the date an application for development is filed, subject to the provisions of this Agreement, the approved final plat for the Property (and any conditions of approval related thereto), and the planned unit development plan (the “PUD Plan”) for the Project previously approved by the City.

3. Approvals; Vested Rights.

3.1. Prior Approvals. Consistent with City's prior approval of Ordinance 2016-05, upon execution of this Agreement by the Parties, Developer shall be entitled to develop the Building on the Property in accordance with the permitted uses, lot areas, lot frontages, building heights, setbacks, parking, loading, access, and site plan requirements as set forth in Ordinance 2016-05.

3.2. Vested Rights. To the maximum extent permissible under the laws of the State of Utah and the United States, the Parties intend that this Agreement grants to Developer the right to develop the Property in fulfillment of this Agreement without modification or interference by the City except as specifically provided herein. The Parties intend that the rights granted to Developer under this Agreement are contractual and, in addition, constitute "vested rights," as that term is construed in Utah's common law and pursuant to Utah Code Ann. Section 10-9a-509 (2016) as to the provisions of this Agreement, including the provisions regarding connection to and use of the Parking Structure set forth below. Notwithstanding anything to the contrary herein, any City ordinance, amendment to the Code, or other development standard enacted, implemented, regulated and/or enforced by the City on or after the date of this Agreement which has the effect of prohibiting and/or materially and unreasonably restricting Developer's rights to develop the vested rights set forth in this Agreement and the PUD Plan related to the Property, including but not limited to any ordinance, amendment, or other development standard related to connection to the Parking Structure or parking space requirements, unless the City Council, on the record, finds that a compelling, countervailing public interest would be jeopardized without applying such ordinance, amendment or standard to the Property.

3.3. Future Approvals. The approval process for development applications for the Property shall be as provided in this Agreement, the PUD Plan for the Project, and the Code. Development applications shall be approved by the City if they comply with the applicable provisions of the Code in effect on the date of this Agreement. Nothing in this Section 3.3 shall be construed to require Developer to obtain further City zoning approval with respect to the permitted uses set forth in Ordinance 2016-05.

4. Developer Responsibilities. In developing the Property, Developer shall comply with Ordinance 2016-05 and this Agreement, together with applicable provisions of the Code, PUD Plan, and prior City approvals related to the Project (except to the extent such provisions have been specifically modified by Ordinance 2016-05 or this Agreement). In addition, the following provisions shall apply to Developer's development of the Property:

4.1 Construction of Building. Developer shall construct the Building in a manner that is substantially similar to the Plan, or in such other manner as is mutually agreed in writing by the Parties. The Parties acknowledge that the most efficient and economic of development of the Property depends on numerous factors, such as market conditions and demand, infrastructure planning, competition, and other similar factors. Subject to the terms and conditions of this Agreement, the timing, sequencing, and other

aspects related to construction of the Building shall be determined by Developer in its reasonable discretion.

4.2 Residential Parking Stalls. Developer shall construct at least one (1) dedicated, covered parking stall for each residential unit in the Building, with such parking stalls to be located within the footprint of or immediately adjacent to the Building (the “Dedicated Parking Stalls”). Except for the Developer’s construction of the Dedicated Parking Stalls, the Parties acknowledge that the Developer may comply with the multiple family development parking space requirements set forth at Section 14-18-107(6) of the current Code by providing Building users with access to the existing parking stalls in the Parking Structure and along Renaissance Town Centre Drive.

5. City Responsibilities.

5.1 Connection to Parking Structure and Related Use. City acknowledges that the physical connection of the Building to the Parking Structure as depicted in the Plan, or as otherwise mutually agreed in writing by the Parties, together with the use of the Parking Structure for purposes of the Building in accordance with Ordinance 2016-05, shall not be deemed to interfere with the use, maintenance, operation, repair, or reconstruction of the Parking Structure.

5.2 Vehicle Access to Parking Structure. In connection with the development of the Building, the City shall grant Building user vehicles access to the lower and middle levels of the Parking Structure at the locations depicted in the Plan, or as otherwise mutually agreed in writing by the Parties.

5.3 Parking Stalls. City shall reasonably collaborate with Developer to make parking stalls within the Parking Structure available to Building user vehicles in an amount and on such terms as necessary to meet the requirements of the Code.

5.4 Parking Easement. City shall grant a permanent parking easement for the benefit of the Building in a form mutually agreed in writing by the Parties which, among other things, shall include the matters set forth in Sections 5.2 and 5.3 above.

6. Default.

6.1 Default by Developer. Upon the occurrence of an event of default by Developer, the City shall provide not less than thirty (30) days written notice to Developer of a meeting of the City Council where the Developer’s default shall be heard and reviewed by the City Council. The Developer shall be entitled to attend the hearing and comment on the evidence presented concerning the default. The City Council may hold a closed meeting(s) regarding this matter as provided by law. Any such meeting may take place before or after Developer has been provided opportunity to comment as provided for in this Section 6.1. The Developer shall not be entitled to attend any such closed meeting of the City Council. -If an event of default by Developer remains uncured for thirty (30) days after the hearing provided for in this Section 6.1, the City may thereafter refuse to grant any additional approvals necessary for plats or other applications for the Property until such event of default is cured. In addition, City may

pursue all rights and remedies available at law, including injunctive relief or, if applicable, specific performance and/or damages.

6.16.2

6.26.3 Default Notice to City. Upon the occurrence of any default by City, Developer may request ~~in~~ a hearing before the City Council where the City's default shall be heard and reviewed by the City Council. City shall schedule such hearing within thirty (30) days of written request of Developer. In addition, Developer may pursue all rights and remedies available at law, including injunctive relief or, if applicable, specific performance and/or damages.

7. General Provisions.

7.1 Assignment. Developer may assign any rights or interests under this Agreement by giving written notice to the City. Any assignee shall consent to be bound to the terms of this Agreement as a condition of assignment.

7.2 Amendments. This Agreement may be amended only by written agreement of the Parties.

7.3 Severability. The provisions of this Agreement are severable, and should any provision hereof be deemed unenforceable or invalid, such unenforceability or invalidity provision shall not affect the remaining provisions of this Agreement.

7.4 Covenants Running with the Land. The provisions of this Agreement constitute real covenants, contract and property rights and equitable servitudes, which run with all of the land subject to this Agreement. The burdens and benefits hereof bind and inure to the benefit of each of the Parties hereto and all successors-in-interest to the Parties hereto. Each successor in interest will succeed only to those benefits and burdens of this Agreement which pertain to the portion of the project to which successor holds title.

7.5 Integration. This Agreement constitutes the entire understanding and agreement between the Parties, and supersedes any previous agreement, representation, or understanding between the Parties relating to the subject matter of this Agreement.

7.6 Successors. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns.

7.7 Waivers. No waiver by any Party of any breach or default by any other Party in the performance by such Party of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance by such Party of any other obligations under this Agreement. Failure of any Party to notify any other Party hereto of a default on the part of said other Party, shall not constitute a waiver by such failing Party of the rights of such failing Party under this Agreement.

7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the Law of the State of Utah.

7.9 Relationship. Nothing in this Agreement shall create between the Parties, or be relied upon by others as creating, any relationship of partnership, association, joint venture, or otherwise.

7.10 Notices. Each notice associated with this Agreement shall be in writing and shall be deemed to have been properly given if served by personal service or by deposit of such with the United States Postal Service, or any successor thereto, and said deposit having been designated as certified mail with return receipt requested, and bearing adequate postage and addressed as hereafter provided. Each notice shall be deemed to have been received upon the execution of a sworn affidavit of the personal server or the execution of a United States Postal Service return receipt. The Parties shall have the right to change addresses, and shall within 10 days of any such addresses change, provide written notice of such change to other Parties hereto.

Notices to the Parties shall be addressed as follows:

Developer:

Town Center, LLC

Bountiful, UT 84010

City:

Bountiful City

Attn: City Manager

790 South 100 East

Bountiful, UT 84010

7.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but a single instrument.

7.12 Construction. No rule of strict construction shall be applied against any Party.

7.13 Cooperation. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

7.14 Knowledge. The Parties have read this document and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

7.15 Supremacy. In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this document shall govern.

[Signatures appear on following pages]

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed as of the date first above written.

CITY

BOUNTIFUL CITY,
a Utah Municipal Corporation

By: _____
_____; Mayor

ATTEST: _____

City Recorder

STATE OF _____)

: ss

COUNTY OF _____)

On the ____ day of _____, 2016, personally appeared before me _____ the
signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

IN WITNESS WHEREOF, Developer has caused this Agreement to be duly executed as of the date first above written.

DEVELOPER

TOWN CENTER, LLC

By: _____

Its: _____

STATE OF _____)

: ss

COUNTY OF _____)

On the ____ day of _____, 2016, personally appeared before me _____ the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

City Council Staff Report



Subject: Lease Agreement (Rec Center) – Verizon
Author: Clinton Drake
Dept: Legal
Date: 22 August 2017

Background

The Bountiful City Council recently approved a cell tower site for Verizon Wireless just north of the South Davis Recreation Center in the Bountiful City Park (approximately 650 North 200 West). The Lease Agreement governs the rights and responsibilities of the parties as well as the term of the lease.

Analysis

Verizon has indicated there is a need for additional cell towers in Bountiful City to meet the demands of cellular and data costumers in the area. The Council has already approved the cell tower site. The lease agreement sets forth the terms of the use of the cell tower site. The lease agreement is nearly identical to the lease agreement recently approved by the Bountiful City Council for communications equipment at the Bountiful Ridge Golf Course.

Department Review

This Staff Report was prepared by the City Attorney.

Significant Impacts

There are no significant impacts.

Recommendation

It is recommended that the City Council approve the Lease Agreement with Verizon Wireless.

Attachments

Draft Lease Agreement

City Council Staff Report

Subject: Bountiful Leash Law

Author: Brock Hill

Department: Parks

Date: 22 August 2017



Background

On August 8, 2017, the City Council held a work session to discuss possible changes to the Bountiful City Municipal Code that would allow dogs in City parks as long as they were “on leash”.

Analysis

The proposed changes would allow dogs to be in all City parks and open spaces “on leash” only. The ordinance does not change the restriction on animals in Bountiful City Cemetery and does not create or address a dedicated “off leash” dog park.

It is important to note that under the proposed changes, it will remain unlawful for an animal to be at large. The “animal at large” portions of the Municipal Code mirror the Davis County Animal Control Ordinance and have been adopted by all cities that contract with the County for animal control services. An animal is considered “at large” when it is off the owner’s property or not under immediate control by means of a durable restraint device or on the owners property but not securely confined by a leash, building, fence area or appropriate transport device.

Department Review

This Staff Report was completed by the Parks Department and reviewed by the City Attorney and City Manager.

Significant Impacts

One of the biggest impacts/concerns associated with dogs in parks, whether on or off leash, is dog waste. Many dog owners do not pick-up and dispose of dog waste properly. Allowing dogs in parks will increase the amount of dog waste left in City parks. To help mitigate this issue, it is recommended that dog stations with bags for picking up waste be installed. The cost for one dog station to be purchased, delivered and installed by Staff is approximately \$300. One or more stations will be needed in each park. Staff recommends a total of 27 dog stations to adequately equip all City parks with dog stations. The cost for these dog stations (~\$8100) is not currently in the budget.

Other concerns include increased unwanted dog/human interactions in parks with aggressive or “over friendly” dogs and increased ordinance enforcement costs through the City’s contract with the County.

Recommendation

- It is recommended that the Council adopt the proposed changes to the Municipal Code allowing dogs in all city parks “on leash” only.

Attachments

- Revised Bountiful City Animal Ordinance (changes underlined)



BOUNTIFUL

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

Bountiful City Ordinance No. 2017-08

AN ORDINANCE AMENDING PORTIONS OF THE BOUNTIFUL CITY MUNICIPAL CODE REGARDING DOGS IN CITY PARKS

WHEREAS, the Bountiful City Municipal Code currently prohibits dogs in City parks whether on or off leash; and

WHEREAS, the Bountiful City Council has reviewed the current prohibitions of dogs in City parks, met with various citizens and staff members and held work sessions on this subject; and

WHEREAS, the now desires to amend the Bountiful City Code to allow for dogs in City parks while on leash and subject to all other regulations contained herein.

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

Section 1. Ordinance Amendment. Bountiful City Municipal Code is hereby amended as follows:

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

Unless prior 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.

8-2-149. Places Prohibited to Animals.

- (a) It is unlawful for any person to take or permit any animals, excluding hearing or seeing eye dogs, whether on a leash or in the arms of their owners, in any establishment or place of business where food or food products are sold or distributed, including but not limited to restaurants, grocery stores, meat markets, and fruit or vegetable stores or the Bountiful City Cemetery.
- (b) Dogs, whether on a leash or not on a leash, shall be completely prohibited from school premises or posted picnic, pond, and play areas. This, however, shall not apply to guide dogs in the company of a blind or hearing impaired person, or trained dogs in the present of their masters for the purpose of public education programs or law enforcement exercises.
- (c) Dogs are permitted in all City parks subject to the following:
 - (1) All dogs must remain on a leash and under the direct control of the dog owner or custodian. Leashes must be of suitable strength and shall not be more than six feet (6') in length. No more than two (2) dogs per owner or keeper of any dog are permitted.
 - (2) Each dog must be properly registered with the license tag affixed to a collar which must be worn at all times.

- (3) An owner or keeper of any dog shall not allow, permit or suffer a dog to be inside the designated boundary of a playground or sandbox, on any play structure or component, inside any designated water play area or component, inside the boundary of a tennis, pickleball or volleyball court, baseball diamond or any other sports court.
- (4) All dogs must remain on leash and under the immediate control of an owner or keeper. Dogs shall not be fastened or otherwise tethered to any tree, bench, table, play equipment or any other structure or vegetation within a City park.
- (5) All animal waste shall be immediately removed and placed in a City park waste receptacle.

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

Adopted by the City Council of Bountiful, Utah, this 22nd day of August, 2017.

Randy C. Lewis, Mayor

Attest:

Shawna Andrus, City Recorder

City Council Staff Report



Subject: **Public Hearing:** Proximity Variance and Beer License – Ichiban Sushi Plate LLC
Address: 595 W 2600 South
Author: Chad Wilkinson
Department: Planning and Business License
Date: August 22, 2017

Background

Zeng Lin, representing Ichiban Sushi Plate LLC, requests a proximity variance and beer license for the property located at 595 W. 2600 South in the former Ho Ho Gourmet location. The property is located within 600 feet of an established preschool use and is accessed by a vehicle entrance within 200 feet of an existing church so a proximity variance is required in order for the City to approve an alcohol license at this location.

Analysis

Bountiful City Code and State Law require that businesses serving alcohol on premise be located a minimum of 600 feet from churches, public and private schools, libraries and parks. The Code also requires that vehicle access for businesses serving alcohol be at least 200 feet from churches, schools, etc. The requested beer license location is in Colonial Square and is within 600 feet of an existing preschool that is also located in Colonial Square. A vehicle access serving the entire Colonial Square development, including this restaurant, is located within 200 feet of a church.

The Code allows for a variance to the proximity standards subject to approval by the City Council at a public hearing. The existing preschool is located within in a commercial zone and is surrounded by commercial use. The church is located more than 600 feet from the use and is separated from the use by a large parking lot. Because the preschool is located in a commercial zone, within a strip commercial center, the expectation is that other permitted commercial uses, including restaurants with alcohol service, could potentially be located nearby. Therefore, the approval of this proximity variance is appropriate in this instance. Police Department and City Attorney have reviewed the proposed application and have not found any criminal record of the application. Staff recommends approval of the requested Beer and Wine License.

Department Review

City Planner, City Manager, City Attorney, Police Department

Recommended Action

Approve the proximity variance and Beer License for Ichiban Sushi Plate LLC, 595 W 2600 South, Zeng Lin, applicants.

Significant Impacts

There are no significant impacts.

Attachments

1. Aerial Photo
2. Application with Police and Attorney Approval

Aerial Photo



**BOUNTIFUL POLICE DEPT.
RECORDS DIVISION**

CITY OF BOUNTIFUL
790 S. 100 E.
Bountiful, Utah 84010
801-298-6190

NO RECORD

DATE 7/3/17 BY [Signature]

BEER LICENSE APPLICATION FOR BOUNTIFUL, UTAH
\$50.00 Filing Fee

1. I (we) hereby submit this application for a Class ____ license to sell beer strictly within the terms of the Ordinance of Bountiful and the Liquor Control Act of Utah.
2. Qualifications of Applicant: Each licensee must be over 21 years of age and a citizen of the United States or a resident alien or is otherwise lawfully residing within the United States.

I am (we are) of good moral character and have not been convicted of a felony or any violation of any law or ordinance relating to intoxicating liquors, or of drunken driving, or of keeping a gambling or disorderly house, or have not pleaded guilty to or have forfeited bail on a charge of having committed a felony or having violated any such law or ordinance. I am (we are) not a member of a partnership or corporation, applicant herein, of which any partner, director, or officer lacks any such qualifications.

I (we) have complied with the requirements, and possess the qualifications specified in the ordinances of Bountiful and the Liquor Control Act of Utah, and agree that if a license is issued that it shall be subject if revocation as provided by City Ordinances, and provisions of the Liquor Control Act of Utah.

3. Name of Business Chiban sushi plate LLC
Address of Business 590 W 2600 S Bountiful UT 84010
Type of Business _____

Owner's name, address, and birth date. If a corporation list all the officers and directors. Use additional sheet if necessary.

linlinda758@yahoo.com 801-809-7686 Lemin Lin
Name ZENG LIN Address 618 E KIRSTYS LN MURRAY, UT 84107 Birth date 05/27/1981

Respectfully Submitted:

ZENG LIN Title Owner

APPROVED [Signature]

City Council Staff Report



Subject: Election Canvass and Approval
Author: Shawna Andrus, Recorder
Department: Legislative
Date: August 22, 2017

Background

State law UCA 20A-4-301(2)(b)(i) requires that the governing body canvass and officially adopt the election returns no earlier than seven days after nor later than fourteen days after the election.

Analysis

The “canvass” is a meeting at which the legislative body reviews and verifies the completeness and accuracy of the election results and then adopts them, if and when complete. They would certify the candidates nominated in the Primary Election. Under contract previously approved by the Council, the Davis County Clerk/Auditor’s Office has already processed/counted the votes cast. If there are provisional or absentee ballots that have not been included in these results, there may be a need for an additional canvass on August 29th.

Department Review

This report has been reviewed and approved by the Administrative, Legal and Executive Departments.

Significant Impacts

Your approval and adoption of the official election results should not result in any financial impacts nor legal issues or new policies. It is simply compliance with State code.

Recommendation

It is recommended that Council approve the election results that have been presented to you as prepared by the Davis County Clerk/Auditor’s office. These results will be available for your review at Council meeting.

Attachments

The attachment with the results will be available at Council meeting.

City Council Staff Report

Subject: Tyler Technologies Software Maintenance
Author: Alan West
Department: Information Technology
Date: August 22, 2017



Background

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

Analysis

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

Department Review

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

Significant Impacts

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

Recommendation

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

• Financial Software Support & Update Licensing:	\$59,802.94
• Tyler System Management Services Support:	\$14,238.79
• Tyler Unlimited Client Access Maintenance:	<u>\$ 1,650.00</u>
TOTAL:	<u>\$75,691.73</u>

Attachments

Copies of related invoices



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

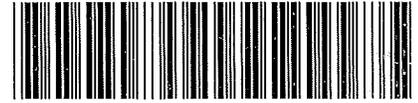
Invoice

Invoice No	Date	Page
045-197058	08/01/2017	1 of 2

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Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Ship To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41630	90006		USD	NET30	08/31/2017

Date	Description	Units	Rate	Extended Price
Contract No.: BOUNTIFUL, UT				
	SUPPORT & UPDATE LICENSING - WORK ORDERS	1	2,158.91	2,158.91
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	6,995.30	6,995.30
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	1,206.08	1,206.08
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - BUSINESS & VENDOR SELF SERVICE	1	1,206.08	1,206.08
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	1,447.31	1,447.31
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - CENTRAL PROPERTY FILE	1	0.00	0.00
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	1,592.03	1,592.03
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	1,857.37	1,857.37
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	723.66	723.66
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	1,857.37	1,857.37
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	1,724.71	1,724.71
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - MUNIS MAPLINK	1	2,050.36	2,050.36
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	1,592.03	1,592.03
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE	1	3,883.60	3,883.60
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	5,896.42	5,896.42
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	1,206.08	1,206.08
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE	1	530.68	530.68
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			
	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	1,206.08	1,206.08
	Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018			



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-197058	08/01/2017	2 of 2

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Questions:
 Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com

Bill To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Ship To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41630	90006		USD	NET30	08/31/2017

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018	1	2,653.40	2,653.40
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018	1	3,377.04	3,377.04
	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018	1	2,680.19	2,680.19
	SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018	1	2,512.68	2,512.68
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018	1	1,990.03	1,990.03
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018	1	5,548.00	5,548.00
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018	1	1,857.37	1,857.37
	SUPPORT & UPDATE LICENSING - GASB 34 REPORT WRITER Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018	1	2,050.16	2,050.16

****ATTENTION****

Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	59,802.94
Sales Tax	0.00
Invoice Total	59,802.94



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-197198	08/01/2017	1 of 1

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Questions:
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 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Ship To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41630	90008		USD	NET30	08/31/2017

Date	Description	Units	Rate	Extended Price
Contract No.: BOUNTIFUL, UT				
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	14,238.79	14,238.79
	Maintenance: Start: 01/Sep/2017, End: 31/Aug/2018			

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	14,238.79
Sales Tax	0.00
Invoice Total	14,238.79



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
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 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Ship To: CITY OF BOUNTIFUL
 ATTN: ALAN WEST
 790 SOUTH 100 EAST
 BOUNTIFUL, UT 84010

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
41630	90007		USD	NET30	08/31/2017

Date	Description	Units	Rate	Extended Price
Contract No.: BOUNTIFUL, UT				
	TYLER UNLIMITED CLIENT ACCESS MAINTENANCE	1	1,650.00	1,650.00
Maintenance: Start: 29/Sep/2017, End: 28/Sep/2018				

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	1,650.00
Sales Tax	0.00
Invoice Total	1,650.00

City Council Staff Report



Subject: Purchase of One Ton Truck with Dump Bed
Author: Gary Blowers
Department: Storm Water
Date: August 22, 2017

Background

The Storm Water Department would like to replace a one ton dump truck. The truck is used year round for storm water system maintenance and street sign maintenance.

Analysis

Staff received four bids for a one ton cab and chassis. Staff selected a one ton Dodge cab and chassis from Ken Garff Dodge. This was the low bid and met our specifications. The results of the bids were:

Ken Garff Dodge	\$27,528.00
Ken Garff Ford	\$31,587.00
Young Chevrolet	\$29,852.00
Performance Ford	\$29,373.00

Staff received three bids for a 9 foot dump body. Staff selected a 9 foot dump body from Williamsen-Godwin Truck Body Co. It was the lowest bid and met our specifications. The bid results were:

Williamsen-Godwin	\$10,559.00
Legacy Equipment	\$11,945.00
Holland Equipment	\$25,560.00

Department Review

This report was reviewed by the Storm Water Department Director and the City Manager.

Recommendation

Staff recommends the Council approve the purchase of a one ton cab and chassis from Ken Garff Dodge for \$27,528.00 and a 9 foot dump body from Williamsen-Godwin for \$10,559.00.

Significant Impacts

The Storm Water Department FY 2018 budget for the truck is \$39,000.00. The actual cost is:

One - 2018 Dodge one ton cab & chassis	\$27,528.00
One - 9 foot dump body	<u>\$10,559.00</u>
Total	\$38,087.00

Attachments

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

City Council Staff Report



Subject: Purchase of One Ton Truck with Dump Bed

Author: Gary Blowers

Department: Streets

Date: August 22, 2017

Background

The Street Department would like to replace a one ton dump truck. The truck is used year round for road maintenance and towing heavy equipment.

Analysis

Staff received four bids for a one ton cab and chassis. Staff selected a one ton Ford cab and chassis from Performance Ford. This was the low bid and met our specifications. The results of the bids were:

Ken Garff Ford	\$39,591.00
Salt Lake Valley Dodge	\$41,937.00
Young Chevrolet	\$38,345.00
Performance Ford	\$36,905.00

Staff received three bids for a 9 foot dump body. Staff selected a 9 foot dump body from Williamsen-Godwin Truck Body Co. It was the lowest bid and met our specifications. The bid results were:

Williamsen-Godwin	\$5,825.00
Legacy Equipment	\$11,945.00
Holland Equipment	\$25,560.00

Department Review

This report was reviewed by the Street Department Director and the City Manager.

Recommendation

Staff recommends the Council approve the purchase of a one ton cab and chassis from Performance Ford for \$36,905.00 and a 9 foot dump body from Williamsen-Godwin for \$5,825.00.

Significant Impacts

The Street Department FY 2018 budget for the truck is \$45,000.00. The actual cost is:

One - 2017 Ford one ton cab & chassis	\$36,905.00
One - 9 foot dump body	<u>\$5,825.00</u>
Total	\$42,730.00

Attachments

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

City Council Staff Report



Subject: Purchase of a 2,000 Gallon Oil Distributor Truck

Author: Gary Blowers

Department: Streets

Date: August 22, 2017

Background

The Street Department would like to replace our 1981 International Truck Chassis and 1995 500 gallon Etnyre Oil Distributor tank. This truck is used in our paving program to distribute tack oil on the roads for adhesion of the new asphalt to the existing road. This is a crucial piece of equipment needed for paving our roads.

Analysis

Staff received three bids for the used Oil Distributor Truck. Staff selected the used 2013 Freightliner chassis and the Etnyre 2,000 gallon Oil Distributor tank and computer controls from Legacy Equipment. This was the low bid and meets our specifications. This truck was used by Salt Lake City on a lease program. It has low miles (14,190) and low hours (2,123). We were offered the purchase of the truck at the end of the lease.

The results of the three bids are as follows:

Legacy Equipment 2013 Freightliner/Etnyre	\$105,000.00
Equipment Sales Inc. 2013 Kenworth/Kersten	\$165,000.00
Maverick Equipment LLC 2012 Kenworth/Bearcat	\$135,000.00

Department Review

This report was reviewed by the Street Department Director and the City Manager.

Recommendation

Staff recommends the Council approve the purchase of the used Oil Distributor Truck with the Freightliner Chassis and Etnyre Oil Distributor tank for \$105,000.00.

Significant Impacts

The Street Department FY 2018 budget for the truck is \$105,000.00. Actual cost is \$105,000.00.

Attachments

None (bids are available for review if desired)

City Council Staff Report



Subject: 138 Substation Autotransformers
Author: Allen Ray Johnson
Department: Light & Power
Date: August 22, 2017

Background

We are planning to replace both transformers in our 138 Substation. This is our main substation where we connect to Rocky Mountain Power. This substation is located in the Southwest corner of Centerville, Utah, just west of the Legacy Highway. We are scheduled to replace the north transformer and the associated structures, pads, and retention basin in the spring of 2018. Then we will replace the south transformer and the associated structures, pads, and retention basin in the fall of 2018. We will also be building a new control building for this substation. The rebuilt substation will have two new 100 MVA Autotransformers replacing an existing 75 MVA transformer and an existing 62 MVA transformer.

Analysis

We have received the following bids for the new autotransformers.

Local Sales Rep. (Transformer Manufacturer)	Manufacturing Plant Location	Total Owing Cost	Total Purchase Price for Two Units	April Delivery Sep. Delivery
Virginia Transformer Corp. (Georgia Transformer Corp.)	Rincon, Georgia	\$2,106,048	\$1,470,448	Yes Yes
Riter Engineering GE Prolec	Apodaca, Mexico	\$2,135,000	\$1,515,000	Yes Yes
Delta Star, Inc.	San Carlos, California	\$2,482,822	\$1,914,222	Yes Yes
SPX Transformer Solutions, Inc. (Waukesha)	Goldsboro, North Carolina	\$2,553,748	\$1,889,498	Yes Yes
Alles & Associates (WEG Electric Corp.)	Huehuetoca, Mexico	did not meet spec	did not meet spec	
Pennsylvania Transformer	Canonsburg, Pennsylvania	did not meet spec	did not meet spec	
Codale Electric Supply, Inc. (ABB Inc.) VRLTC	Crystal Springs, Mississippi	did not meet spec	did not meet spec	

We have purchased 6 new substation transformers from Virginia in the last 11 years and have extensive experience with their staff, their approval process, and their manufacturing process.

We have hired Electrical Consultants, Inc. (ECI) to assist us with the rebuild of the 138 Substation. They have reviewed the bid from Virginia Transformer and have determined that it meets the specifications.

Department Review

This has been reviewed by the Power Department Staff, the City Manager, and ECI.

Significant Impacts

The purchase of these transformers will require progress payments with 20% paid after the purchase order is issued, 30% paid about three months later when the approval drawings are submitted, and the final 50% payment upon delivery.

We have \$3,000,000 in the 2017-18 budget for the 138 substation rebuild. These two Transformers will be paid for from the Capital Work In Progress account 535300-474710.

Recommendation

Staff recommends approval of the bid from Virginia Transformer Corp. for two 100 MVA autotransformers for a total of \$1,470,448.

This item will be discussed at the Power Commission meeting Tuesday morning, August 22, 2017, and we will bring their recommendation to the City Council meeting that night.

Attachments

Picture of existing 75MVA transformer.



138 KV Substation 75 MVA Transformer (left) and 62.5 MVA Transformer (right).



City Council Staff Report



Subject: 46kV Circuit Breakers
Author: Allen Ray Johnson
Department: Light & Power
Date: August 22, 2017

Background

Our 2017-18 budget includes 5 Seimens gas insulated 46kV circuit breakers. One of these circuit breakers is needed as part of the rebuild of our 138 Substation. The others four circuit breakers will be to replace existing oil circuit breakers that are about 45 years old. Two of them will be installed in our central substation and two will be installed in our southeast substation.

Analysis

We have received the following bids for the new gas insulated 46kV circuit breaker.

Local Sales Rep.	Manufacturer	Total Bid Price	Delivery
ElectroTech	Seimens	\$188,050	15-17 wks
Anixter	Seimens	\$193,865	15-17 wks
Codale	Seimens	\$197,950	15-17 wks
Northern Power	Seimens	No Bid	

Electrical Consultants, Inc. (ECI) who is the electrical engineering firm that we have hired to assist us with the 138 Substation project has reviewed the bid from ElectroTech and has determined that it meets the specifications.

Department Review

This has been reviewed by the Power Department Staff, the City Manager, and ECI.

Significant Impacts

These circuit breakers are included in the 2017-18 fiscal budget. The 138 substation breaker will be paid for out of the Capital Work In Progress account 535300-474710. The central substation and southeast substation breakers will be paid for out of the Substation account 535300-448639.

Recommendation

Staff recommends approval of the bid from ElectroTech for five Seimens breakers for a total of \$188,050.

This item will be discussed at the Power Commission meeting Tuesday morning, August 22, 2017, and we will bring their recommendation to the City Council meeting that night.

Attachments

None.

City Council Staff Report



Subject: Phase 7 Transmission Line General Contractor
Author: Allen Ray Johnson
Department: Light & Power
Date: August 22, 2017

Background

We have one section of transmission line in the lower loop that has not been rebuilt and reconducted. It is identified as Phase 7 and will require the replacement of fourteen poles between the Recreation Center and the Northwest Substation (which is located to the east of the Viewmont football field). This section will include four steel poles and ten wood poles, as well as conductor for that section of line. The start of construction is scheduled for October 3, 2017.

Analysis

The invitation to bid was sent out to six Line Construction Contractors and we have received four sealed bids. The results of the bid opening are as follows.

Contractor	Local Office	Total Bid	Schedule
Cache Valley Electric	Salt Lake City, Utah	\$301,607	8 weeks
Probst Electric, Inc	Salt Lake City, Utah	\$368,443	8 weeks
Hunt Electric	Salt Lake City, Utah	\$372,523	Unidentified
Wasatch Electric	Heber City, Utah	\$380,672	11 weeks

Department Review

This has been reviewed by the Power Department Staff and the City Manager.

Significant Impacts

We have budgeted \$500,000 for this item in the 2017-18 fiscal budget under Capital Work In Process Transmission, account number 535300-474740.

Recommendation

Staff recommends the approval of the bid from Cache Valley Electric for a total of \$301,607.

This item will be discussed at the Power Commission meeting Tuesday morning, August 22, 2017, and we will bring their recommendation to the City Council meeting that night.

Attachments

None.

City Council Staff Report



Subject: Phase 7 Transmission Line Wood Poles
Author: Allen Ray Johnson
Department: Light & Power
Date: August 22, 2017

Background

We have one section of transmission line in the lower loop that has not been rebuilt and reconducted. It is identified as Phase 7 and will require the replacement of fourteen poles between the Recreation Center and the Northwest Substation (which is located to the east of the Viewmont football field). This section will include four steel poles and ten wood poles. The four steel poles have already been ordered. The wood poles will be delivered in September prior to the scheduled start of construction date which is October 3, 2017.

Analysis

Invitations to submit a bid for the wood poles were sent out to three (3) major suppliers. The pole bid specifications require that they should be Western red or yellow cedar and butt treated. We use the butt treated poles because they hold up very well in our area and are safer for the linemen to climb. The pole bid included the following quantities:

10 (ea.) 65' H3 Poles - \$2,712.00 per pole

This is a single source bid, as McFarland is still the only vendor able to bid butt treated poles. We were not able to receive a bid from the other power pole vendors due to the fact that they no longer supply butt treated poles.

Department Review

This has been reviewed by the Power Department Staff and City Manager.

Significant Impacts

The poles are included in the 2017-18 budget. They will be paid for out of the Capital Work In Process Transmission System Phase 7 Account 535300-474740.

Recommendation

Staff recommends the approval of the bid for 10 wood poles from McFarland Cascade for \$27,120.00.

This item will be discussed at the Power Commission meeting Tuesday morning, August 22, 2017, and we will bring their recommendation to the City Council meeting that night.

Attachments

None.

City Council Staff Report



Subject: Phase 7 Transmission Line ACSR
Author: Allen Ray Johnson
Department: Light & Power
Date: August 22, 2017

Background

We have one section of transmission line in the lower loop that has not been rebuilt and recondored. It is identified as Phase 7 and will require a complete rebuild of the transmission line between the Recreation Center and the Northwest Substation (which is located to the east of the Viewmont football field). This section will include four steel poles and ten wood poles, as well as recondoring with new wire. The start of construction is scheduled for October 3, 2017.

Analysis

The invitation to bid was sent out to 3 major suppliers for the ACRS overhead conductor wire and we have received 3 sealed bids. The results of the bid opening are as follows.

Contractor	Local Office	Total Bid	Schedule
Northern Power	Centerville, Utah	\$23,000	3-4 weeks
Anixter	Salt Lake City, Utah	\$18,531	14-15 weeks
Codale	Salt Lake City, Utah	\$18,874	16-17 weeks
Codale	Salt Lake City, Utah	\$21,017	15-16 weeks

While the bid from Northern Power is the highest, they are the only bid that will be able to meet our delivery date and keep the project on schedule.

Department Review

This has been reviewed by the Power Department Staff and the City Manager.

Significant Impacts

The ACSR Wire was included in the 2017-18 budget in the Capital Work In Process Transmission System Phase 7 Account 535300-474740.

Recommendation

Staff recommends the approval of the bid from Northern Power for \$23,000.

This item will be discussed at the Power Commission meeting Tuesday morning, August 22, 2017, and we will bring their recommendation to the City Council meeting that night.

Attachments

None.

City Council Staff Report



Subject: Transformer Bid Approval
Author: Allen Ray Johnson
Department: Light & Power
Date: August 22, 2017

Background

Our inventory of pad mount transformers is running low, and we need to purchase some to replenish it. The transformers will be used to replace damaged or leaking transformers on the system and future construction projects throughout the City.

Analysis

Invitations and a request to submit a bid were sent out to two (2) major suppliers to submit a bid for the purchase of single transformers for the following transformers.

6 (ea.) 25kva single phase Pad	8 (ea.) 75kva single phase Pad
24 (ea.) 50kva single phase Pad	8 (ea.) 100kva single phase Pad

We received and opened sealed bids from two (2) different suppliers on August 14, 2017 at 11:00 a.m. The results are as follows:

Distributors/Manufacture	Total Transformers Cost	Delivery
Northern Power - <u>Ermco</u> Centerville, Utah	\$ 86,516.00	8 weeks
Anixter Power Solutions <u>Prolec/GE</u> Salt Lake City, Utah	\$ 80,116.00	8 weeks

Department Review

This has been reviewed by the Power Department Staff and the City Manager.

Significant Impacts

On February 20, 2017, we awarded a bid for transformers to Anixter representing GE/Prolec transformers that they quoted us an 8-10 week delivery. We are now at 27 weeks and still have not received all of those transformers. Ge/Prolec is having problems meeting promised delivery dates. These transformers will be purchased and placed into inventory until needed.

Recommendation

The Power Commission and Staff recommend the approval of the bid for **46** transformers from Northern Power Systems for \$86,516.00.

This item will be discussed at the Power Commission meeting Tuesday morning, August 22, 2017, and we will bring their recommendation to the City Council meeting that night.

Attachments None.